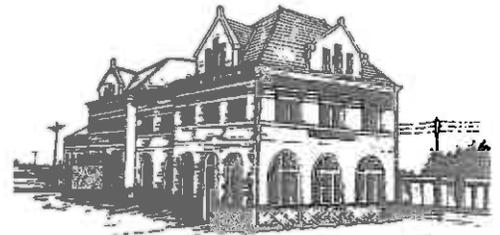


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Rich Madison, Gabe Carroll, Marsha Wilson, Dave Koets, Gary Lybarger, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CO-CITY ATTORNEYS: Skip Kenyon & Marion James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, November 17, 2015
6:00 p.m.
11/13/2015 12:44 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
 1. **Minutes:** November 3, 2015 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i) **Total Claims** - \$165,459.89
 - ii) **Fund Transfers** - \$28,088.75
6. **Public Forum – the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.**
7. **New Business**
 1. **Motion** to Establish Second Reading of Ordinance 16-163 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PERTAINING TO OPERATING A PERPETUAL CARE CEMETERY
 2. **Public Hearing** to accept public comment on the amendment of Ordinance 16-164 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PERTAINING TO NUISANCES ENUMERATED
 3. **Motion** to Establish First Reading of Ordinance 16-164 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PERTAINING TO NUISANCES ENUMERATED
 4. **Public Hearing** to accept public comment on the matter of the Police Department applying for a USDA Grant to purchase a new squad car
 5. **Resolution** to approve the Police Department making application for a USDA Grant to purchase a new squad car
 6. **Resolution** to special assess mowing nuisance abatement charges due to non-payment by property owners

7. **Discussion regarding City website**
 - i) Possible action
8. **Resolution** to approve hiring Richard Eagan for the Street Department Operator I position, contingent upon passing required physical
9. **Resolution** to approve hiring replacement for the Accounting Manager position
10. **Resolution** to deny rezoning 1011 N Spruce from R-1 Single Family to R-2 Multiple Family, based on recommendation of the Planning & Zoning Commission
11. **Resolution** to approve a Conditional Use Permit for a two-family dwelling at 1011 N Spruce, based on recommendation of the Planning & Zoning Commission
12. **Resolution** to approve Engineering Services Agreement with Clapsaddle-Garber Associates for AIP No. 3-19-0023-012 (FY '16) – Replace REILS and VASIS
13. **Appointment** with Clapsaddle-Garber Associates to review 5-Year Capital Improvement Program
 - i) Possible Resolution to Approve 5-Year CIP
14. **Resolution** to approve residential solid waste bid advertisement and proposed contract
15. **Motion** to approve request for temporary street closings and extended park curfew until midnight by First National Bank for the 3rd Annual Glow Run on May 7, 2016
16. **Appointment** with Rick Johnson – United Development Group, LLC
17. **Discussion** regarding 1707 W Adams for the winter months
 - i) Possible action
18. **Resolution** to authorize Mayor to sign Department of the Army permit, which authorizes work in conjunction with project to construct a water quality sediment basin and associated downstream bank stabilization, based on recommendation of the Park & Recreation Board
19. **Council Discussion & Planning** – Comprehensive Economic Development Strategy (CEDS) Annual Update, 2016 Local Priorities, SWOT Analysis & Projects

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL NOVEMBER 3, 2015

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Lybarger, Koets, Wilson, Carroll, Madison and White.

Wilson moved seconded by Madison to approve the agenda. All voted aye. Motion declared carried.

Wilson moved seconded by Loudon to approve the consent agenda, which included approval of minutes of October 20, 2015, regular meeting; claims of \$109,142.85 and fund transfers of \$66,510.50, and liquor license for The Backdoor Restaurant and Lounge. All voted aye. Motion declared carried.

During Public Forum, Ellen Gerharz, Executive Director of the Chamber of Commerce, publicly thanked the Street and Park & Recreation Departments for putting up the new signs on the walking trails.

Mayor Woods announced that now is the time for a Public Hearing for the purpose of discussing the addition of Ordinance 16-163 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PERTAINING TO OPERATING A PERPETUAL CARE CEMETERY. He asked if anyone wished to speak in favor of the ordinance; no one did. He asked if there was any written correspondence in favor of the ordinance; there was none. He asked if anyone wished to speak against the ordinance; no one did. He asked if there was any written correspondence against the ordinance; there was none. He then called the Public Hearing to a close.

Wilson moved seconded by Loudon to Establish the First Reading of Ordinance 16-163 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PERTAINING TO OPERATING A PERPETUAL CARE CEMETERY. Lybarger, Koets, Wilson, Carroll, Madison, White and Loudon voted aye. First Reading declared Established.

A resolution was offered by Wilson seconded by White to approve the City's Annual Financial Report and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Carroll, Madison and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to approve Drawdown Request #4 of \$66,571.00 from CBDG Funding for the North Side Sewer Rehabilitation Project and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Koets, Wilson, Carroll and Madison voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to set a Public Hearing on November 17, 2015, at 6:00 p.m. to accept public comment on the amendment of Ordinance 16-164 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PERTAINING TO NUISANCES ENUMERATED and

authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Carroll, Madison, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Lybarger to set a Public Hearing on November 17, 2015, at 6:00 p.m. to accept public comment on the matter of the City/Police Department applying for a USDA Grant to purchase a new squad car and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, White, Loudon and Lybarger voted aye. Resolution declared passed.

Dennis Winterstien spoke to Council regarding the alleyway adjacent to his property at 903 East Irving Street that he has recently purchased from the City. He is asking Council to lower the price of the land, as he feels the price is too high.

No action was taken by Council.

Council reviewed the conditions of a house located at 312 N. Elm Street, owned by Nicholas Wentland. He was previously given until August 15, 2015 to abate the nuisances charged against him. Because he had just purchased the property, he asked Council for a two month extension to allow him the time to abate the nuisances, which they awarded. Wentland told Council he was planning to install the windows on Wednesday, October 21st, and begin painting on Friday, October 23rd.

Mr. Wentland gave Council an update on his progress on rehabilitating the outside of the house. He had also emailed Mayor Woods before and after pictures, which were also provided to Council. He told Council his plans are to eventually move into the house and continue working on it, and asked Council to be let loose of the current nuisance abatement charges.

Fire Chief Todd Jackson advised Council that with the assistance of the City Attorney, there is now a new system in place which will allow Chief Jackson to serve a property owner for nuisance abatements such as this, automatically giving the property owner 90 days to abate the nuisance. If the property owner doesn't follow through, the charges would then go through the court system. Chief Jackson recommends Council utilize the new system.

Wilson moved seconded by White to have Chief Jackson reserve Mr. Wentland under the new system for the nuisance abatement charges on property located at 312 North Elm Street. All voted aye. Motion declared carried.

Dave Sturm, Snyder & Associates, explained that the floodplain maps for the Cottonwood Development area are incorrect and the engineering firm had to go through the DNR, US Army Corps of Engineers and FEMA permitting processes in order to be able to develop the land. They are approximately 90 percent done with the process, but thinks the total will be somewhere around \$17,500.00.

A resolution was offered by Wilson seconded by White to approve payment of engineering fees of \$14,638.75 to Snyder & Associates for floodplain development permitting and FEMA permitting and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets voted nay. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to approve a floodway compensation area permanent easement and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Koets, Wilson, Carroll and Madison voted aye. Resolution declared passed.

Mr. Sturm also discussed the possibility of adding the sanitary sewer crossing of Hurley Creek to the Adams Street Bridge Replacement Project. In order to get across the Hurley Creek without installing a lift station, it would be to go in the area where the bridge is, but the City is currently working on a bridge project. Snyder & Associates feel that including the sanitary sewer system with the Adams Street Bridge Replacement Project would be the best choice. This would allow one contractor to take care of it all. Mike Taylor has talked with Calhoun and Burns, the City's engineers for the Bridge Project about this.

Under Other, Councilperson Madison commented that the poles on the north side of Adams Street being taken down makes the town look very good.

White moved seconded by Madison to adjourn the meeting. All voted aye. Council adjourned at 6:37 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE PROTECTION	GENERAL FUND	HEARTLAND TIRE & AUTO	MOUNT & DISMOUNT #18	31.78			
			SUPREME CLEANERS	UNIFORM CLEANING	21.25		
			TOTAL:	53.03			
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - OCT'15	3,673.76			
			TOTAL:	3,673.76			
FIRE PROTECTION	GENERAL FUND	ED M FELD EQUIP CO INC	CLASS A FOAM, FIX FLASHLT	16.50			
			CLASS A FOAM, FIX FLASHLT	390.00			
			EMERGENCY SERVICES MARKETING CORP.	IAM RESPONDING-ANNUAL	300.00		
			HEIMAN FIRE EQUIPMENT INC	CONFINED SPACE BLOWER	1,809.60		
			HOTSY CLEANING SYSTEMS INC	5 GAL SOAP	15.00		
			ALLIANT ENERGY-INT PWR&LGHT	GAS - OCT'15	27.64		
				ELECTRIC-OCT'15	566.91		
			MUNICIPAL EMERGENCY SERVICES	UNIFORMS	60.54		
			CRESTON MOTOR SUPPLY INC	FILTERS,TAPE	77.69		
			PETTY CASH - FIRE	WALMART-HAND SOAP	3.97		
				OFFICE MACHINES-RECEIPT BO	8.89		
				FARM & HOME-PAN	12.89		
				WALMART-BATTERY	4.37		
				HEARTLAND TIRE-TIRE REPAIR	14.95		
				NAPA-BULB FLASHLIGHT	12.78		
				KILGORES-RENT FOR TRAILER	10.74		
			SHERIFF OF TAYLOR COUNTY	SERV DOCS NUISANCE-ADAMS	11.15		
				TOTAL:	3,403.92		
			BUILDNG & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT	22.66
						CRESTON PUBLISHING CO	LEGAL ADS-NOTICES OCT'15
CRESTON MOTOR SUPPLY INC	SENSORS,BOLTS,NUTS	88.24					
TOTAL:	129.02						
ANIMAL CONTROL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS - OCT'15	16.23			
			ELECTRIC-OCT'15	35.30			
			TOTAL:	51.53			
STREET LIGHTING	GENERAL FUND	ENERGYEFFICIENT SYSTEMS	ACORN LIGHT FIXTURE	702.50			
			ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	8,958.13		
			TOTAL:	9,660.63			
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	915.26			
	TOTAL:	915.26					
AIRPORT	GENERAL FUND	DISH	DISH TV-NOV'15	47.78			
			B M SALES	2CS TOWELS, 1 CS TP	150.80		
			ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	453.56		
			TROY L SCHROEDER	REPAIRS ELEC PEDESTALS	116.25		
			WEST AVIATION INC	FUEL PROFIT-OCT'15	1,608.33		
				PER FBO CONTRACT	1,354.17		
	TOTAL:	3,730.89					
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECTION-OCT'15	39,113.40			
			RECYCLE COLLECTION 9X'S	900.00			
			TOTAL:	40,013.40			
LIB. SERVICES	GENERAL FUND	HARGROVE, DAVID	REIMB. MILEAGE	126.04			
			UPPER CRUST CULINARY CREATIONS LLC	MEALS-STRAT PLAN MTNG	175.50		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRESTON CITY WATER WORKS	WATER-LIBRARY	15.23
		ALLIANT ENERGY-INT PWR&LGHT	GAS - OCT'15	20.43
			ELECTRIC-OCT'15	1,056.42
		KONE INC (DES MOINES)	CODE TEST	270.42
		MOUNT AIR RECORD-NEWS	YR SUBSCRIPTION	50.00
		OFFICE MACHINES	PAPER TOWELS-EXCHG LIBRARY	5.70
		LEON J DOROTHY	PROF. SVCS	32.00
			PROF. SVCS	48.00
			TOTAL:	1,799.74
PARKS	GENERAL FUND	PAULUS CONCRETE LLC	REPAIR FOUNT RAINBOW PRK	1,850.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-PARK	9.00
			LAUNDRY SERVICE	9.00
		CLEGHORN PAINTING	REPAIR FOUNTAIN RAINBOW	1,839.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	1,140.77
		IOWA DEPT OF AGRICULTURE & LAND STEWAR	3YR RENEWAL PESTICIDE-KRAN	15.00
		OFFICE DEPOT	PLANNER	23.08
			TOTAL:	4,885.85
RECREATION	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	213.14
			TOTAL:	213.14
CEMETERY	GENERAL FUND	ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-CEMETERY	5.00
			LAUNDRY SERVICE	5.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	101.80
		CRESTON MOTOR SUPPLY INC	FUEL LINE	9.95
			TOTAL:	121.75
SW. G POOL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-OCT'15	181.96
			TOTAL:	181.96
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	REIMB. CITY WEBSITE DOMAIN	125.00
		ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-NOV'15	845.63
		INFO DOG SECURITY, LLC	SHRED SVC-OCT'15	30.00
		BANKERS LEASING CO	COPIER LEASE-MAINTANCE	208.62
		CRESTON PUBLISHING CO	LEGAL ADS-NOTICES OCT'15	653.01
		ALLIANT ENERGY-INT PWR&LGHT	1001 W. JEFFERSON-ELEC & G	52.85
		IOWA LEAGUE OF CITIES	BUDGET WORKSHOP-3	120.00
		OFFICE DEPOT	HANGING FILES, 2" EX	29.99
			TONER TN-350	55.72
			FAX TONER, HP05A,AIR	129.70
		OFFICE MACHINES	2 CS PAPER TWL,TRASH CN	80.97
		PETTY CASH - FINANCE	RECORDING FEES	12.00
		PETZNICK'S PRINTING CO	2000 WINDOW ENVELOPES	135.00
		US POST OFFICE	ANNUAL BOX RENT #449	400.00
			TOTAL:	2,878.49
LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	PROF. SERVICES - SONNTAG	6,684.32
		JAMES LAW OFFICE, P.C.	PROF. SERVICES	90.00
			PROF. SERVICES-ORDINANCE	510.00
		LYNCH DALLAS, PC	PROF. SERVICES	691.68
			TOTAL:	7,976.00
CI LL	GENERAL FUND	WOOD ROOFING COMPANY, INC.	MEAL GUTTER REAPIR-LIGHTEN	2,086.00
		BEEELINE & BLUE	DEPOT RESTORATION DOCUMENT	170.20
		ALLIANT ENERGY-INT PWR&LGHT	GAS - OCT'15	60.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELECTRIC-OCT'15	488.58
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-OCT'15	490.00
		OFFICE MACHINES	URINAL SCREENS	18.99
			TOTAL:	3,314.58
ROAD MAINTENANCE	ROAD USE TAX	PEOPLEFACTS, LLC	BACKGROUND CK - STREET DEP	27.10
		OMG MIDWEST, INC.	7.5YDS M4	990.00
			5.5 YDS M4	726.00
			1YD M4 - SMALL LOAD	207.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET	62.64
			UNIFORMS-STREET	55.00
			LAUNDRY SERVICE	23.99
		B M SALES	MAT, FENDER COVERS,TOWLS	192.00
		CRESTON PUBLISHING CO	EQUIP OPERATATOR 1 JOB AD	90.85
		ALLIANT ENERGY-INT PWR&LGHT	GAS - OCT'15	44.19
			ELECTRIC-OCT'15	231.65
		ECHO GROUP INC	BALLASTS, BULBS	190.64
		IOWA TOOL & MANUFACTURING INC	180FT 8"DBL WALL PIPE	484.40
			180FT 8"DBL WALL PIPE	132.87
		CRESTON MOTOR SUPPLY INC	FILTER	13.14
			MISC SHOP ITEMS	376.59
			RIVETOR	41.98
		AGRILAND FS INC	1070G UNLD, 400G DSL	4,169.98
		TRANS-IOWA EQUIPMENT, INC	MAIN BROOM, GUTTER BROM	814.11
		K & J HARDWARE INC	AIR COMPRESSOR	360.00
			TOTAL:	9,234.13
SNC	ROAD USE TAX	BARCO MUNICIPAL PRODUCTS INC	BULK TIRE CHAIN & FRT	383.95
			TOTAL:	383.95
ADMIN-STREETS(ENGINR)	ROAD USE TAX	OFFICE DEPOT	TONER HP42A	130.82
			TOTAL:	130.82
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	AKIN BUILDING CENTER	PAINTE MULTIPURPOSE CT	159.96
			PAINTE MULTIPURPOSE CT	199.85
			PAINTE MULTIPURPOSE CT	159.88
			PAINTE MULTIPURPOSE CT	36.00
			PAINTE MULTIPURPOSE CT	14.26
		FASTENAL	CONCRETE ANCHRS,BIT	83.32
			CONCRETE ANCHRS,BIT	17.78
		ECHO GROUP INC	SOLAR LIGHTS - TRAIL	13,217.09
			TOTAL:	13,883.14
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	FEH ASSOCIATES INC	PRE-FUNDING SERVICES	1,575.00
		GALE CENGAGE LEARNING	DONATION/MEMORIAL BOOKS	23.20
		INGRAM	DONATION-A. SMISEK	14.92
			L. TRUBOT MEMORIAL	14.95
			DONATION-A. SMISEK	15.53
			L. TRUBOT MEMORIAL	468.48
			L. TRUBOT MEMORIAL	16.09
			ISSB BOOKS	179.72
			DONATION-A. SMISEK	16.67
			ISSB BOOKS	56.72
			TOTAL:	2,381.28
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	SHOENHAIR, KENNETH	I&I REIMBURSEMENT	500.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WATTS, DREW	I&I REIMBURSEMENT	500.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-WWTP	28.50
			UNIFORMS-WWTP	28.50
		CL CARROLL & CO INC	VALVE REPLACEMENT	7,129.00
		CRESTON CITY WATER WORKS	1/2 ONE CALL'S-SEPT'15	57.15
		FARM & HOME SUPPLY INC	HEAT TAPE, INSUL, DUCT TAPE	60.89
			HEATER, TAPE, BRUSHES	168.80
			PUMP & CLAMPS	161.00
		FASTENAL	BOLTS	12.06
		HACH COMPANY	2185696 PIPET TIPS	13.79
			TNT 880 TKN	134.00
			TNT845 PHOSPORUS	52.79
			TNT830 NH3	52.45
			TNT831 NH3	52.45
			TNT822 COD	103.70
			TESTING SUPPLIES FRT	30.89
			107166 MANGANEOSUS SU	43.65
		HAWKEYE TRUCK EQUIPMENT	PICKUP TOOL BOX	368.00
		HEARTLAND TIRE & AUTO	FIX SKIDLOADER TIRE	86.95
		ALLIANT ENERGY-INT PWR&LGHT	GAS - OCT'15	449.39
			ELECTRIC-OCT'15	5,278.02
		INDACOM ELECTRICAL SERVICE LLC	MOTOR REPLACEMNT-RAKE	200.00
			PILOT STUDY WIRING	675.00
		ECHO GROUP INC	CONDUIT & FITTINGS	30.71
		CRESTON MOTOR SUPPLY INC	HYD LINE, CLAMPS, SWTC	204.22
		OFFICE DEPOT	RPT COVERS	8.04
		PETTY CASH - SANITATION	WALMART-ICE	7.96
			OREILLY-COPPER SEAL	7.49
			WALMART-ICE	7.96
			NAPA-HOSES, CLAMPS	9.17
		SNYDER & ASSOCIATES, INC.	FLOOD PLAIN PERMITTING	14,638.75
			TOTAL:	31,101.28
ANIMAL CONTROL	ANIMAL SHELTER *AG	AFTON VETERINARY CLINIC	NEUTER CAT-PASKE	85.00
		CRESTON PUBLISHING CO	CARE AD'S - OCT'15	159.35
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-OCT'15	125.71-
			SPAY DOG-JACKSON	80.00
			REVERSE CREDIT DISC-OCT'15	125.71
		JONES, MICHELLE	REIMB. CALENDARDS	562.18
			REIMB. CAT LITTER BOXES	42.75
			TOTAL:	929.28

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

----- FUND TOTALS -----

001	GENERAL FUND			83,002.95
110	ROAD USE TAX			9,748.90
166	RESTRICTED GIFTS-MCKNLY P			13,888.14
167	RESTRICTED GIFTS-LIBRARY			2,381.28
610	SEWER OPERATING FUND			31,101.28
953	ANIMAL SHELTER *AGENCY FU			929.28

	GRAND TOTAL:			141,051.83

TOTAL PAGES: 5

CITY OF CRESTON
 MANUAL CHECKS/DEBITS - PERIOD ENDING 11/17/15

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	3,736.46
TRISTAR BENEFIT	INV CHECK RUN	296.50
SISCO	CLAIMS	1,535.90
SISCO	CLAIMS	3,321.78
SELF FUNDING INSURANCE	TOTAL	8,890.64

FINANCE DEPARTMENT

UNION COUNTY RECORDER	RECORDING FEES	84.00
FINANCE DEPARTMENT	TOTAL	84.00

BUILDING DEPARTMENT

UNION COUNTY RECORDER	RECORDING FEES	13.50
BUILDING DEPARTMENT	TOTAL	13.50

STREET DEPARTMENT

BRYAN SPENCER	UNIFORM REIMB.	28.00
STREET DEPARTMENT	TOTAL	28.00

LIBRARY RESTRICTED

AMAZON	DVD'S	51.92
LIBRARY RESTRICTED	TOTAL	51.92

WWTP DEPARTMENT

IOWA DEPT OF NATURAL RESOURCES	PERMIT FEE	85.00
WWTP DEPARTMENT	TOTAL	85.00

DEBT SERVICE

IA FINANCE AUTHORITY	INTEREST PAYMENT	3,010.00
IA FINANCE AUTHORITY	INTEREST PAYMENT	1,505.00
IA FINANCE AUTHORITY	INTEREST PAYMENT	10,740.00
DEBT SERVICE	TOTAL	15,255.00

MANUAL CHECKS/DEBITS TOTAL

24,408.06

FUND TRANSFERS FOR PERIOD ENDING:

11/17/15
POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 13,450.00	612 SEWER PLANT REPLACEMENT FUND FOR: 18" VALVE REPLACEMENT VENDOR: C.L. CARROLL	610 SEWER OPERATING FUND	612 3-6910	13,450.00	
			610 3-4830		13,450.00
			612 1110		13,450.00
			610 1110	13,450.00	
\$ 14,638.75	614 SEWER STORMWATER FUND FOR: FLOODPLAIN PERMITTING-FEMA VENDOR: SNYDER & ASSOCIATES	610 SEWER OPERATING FUND	614 3-6910	14,638.75	
			610 3-4830		14,638.75
			614 1110		14,638.75
			610 1110	14,638.75	

ORDINANCE NO. 16-164

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 50, SECTION 02, SUB-SECTION 1 – PROVISIONS PERTAINING TO NUISANCES ENUMERATED

BE IT ENACTED by the City Council of the City of Creston, Iowa:

SECTION 1. SUB-SECTION ADDED. Section 50.02, Sub-section 1 of the Code of Ordinances of the City of Creston, Iowa, 1996, is amended by deletion and substitution of the following:

50.02 NUISANCES ENUMERATED.

1. Offensive Smells. Erecting, continuing or using any building or other place for the exercise of any trade, employment or manufacture, which, by occasioning noxious exhalations, unreasonably offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.

(Code of Iowa, Sec. 657.2[1])

- A. In addition to the foregoing, offensive smells shall include any business, trade, manufacture or other operation or condition of property, including, but not limited to residential property, which gives rise to noxious or offensive odors, gases, vapors, smoke, dust, pollen, or fumes which may be injurious, offensive, dangerous or prejudicial, or which threaten the health or safety of individuals or the public.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the _____ day of _____, 2015, and approved this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 16-164 on the _____ day of _____, 2015.

City Clerk

City of Creston

RESOLUTION NO. _____

A resolution of the City Council of the City of Creston agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance the purchase of a new police patrol vehicle.

Be it resolved that the City Council of the City of Creston authorizes the Mayor and City Clerk to sign all documents relating to the USDA Rural Development grant.

PASSED and APPROVED this 17th day of November, 2015.

Mayor Warren Woods

Attest:

City Clerk Lisa Williamson

RESOLUTION NO. ?? – 16

RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNERS:

WHEREAS, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2015; and,

WHEREAS, the City's Mowing Ordinance is advertised in the local newspaper and posted each season; and,

WHEREAS, if the length of vegetation is 12 inches or taller by the 1st and the 15th of each month, May through October, the City may mow said properties and charge the property owners; and,

WHEREAS, the City Administrator ordered the nuisances abated; and,

WHEREAS, the City Clerk billed the property owners and the City was never paid.

BE AND IT IS HEREBY RESOLVED that the Creston City Council approves that the charges shall be collected in the same manner as general property taxes for the properties legally described as –

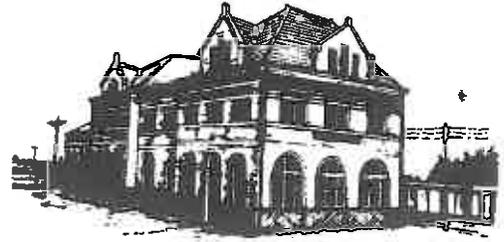
405 N Cherry – Lot 16, McDonald's North, Section A; Parcel #24010-390-013-00	\$175.00
507 W Mills – Lot 18, West Creston, Section A; Parcel #24010-340-020-00	\$250.00
805 E Howard – E-2 Lots 169-170, McDonald's North, Section B; Parcel #24010-400-066-00	\$175.00
1002 N Elm – N 55' of Lot 29, Swigarts North; Parcel #24010-470-040-00	\$250.00
513 W Mills – W 10' of Lot 20 & E 45' of Lot 21, West Creston, Section A; Parcel #24010-340-023-00	\$250.00
510 Wyoming – Lot 236, West Creston, Section B; Parcel #24010-350-149-00	\$250.00
308 N Elm – Lot 111, Original Plat; Parcel #24010-320-083-00	\$400.00
711 N Mulberry – Lot 1, Blk 14, McDonald's North, Section C, Rose Marie Sub-Division; Parcel #24010-410-115-00	\$250.00

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

November 12, 2015

TO: Mayor Woods and City Council Members

RE: Planning and Zoning Commission's Recommendations

The Planning and Zoning Commission met on November 10th to consider 2 possibilities for the same property.

Lee Freeman, 1013 N Spruce, had requested a rezoning of the property at 1011 N Spruce from R-1 Single Family Residential to R-2 Multiple Family to use the property as a 3 family dwelling unit. If the rezoning request is not allowed he then is requesting a Conditional Use Permit to use the property for a two family use.

A two family dwelling unit is allowed in an R-1 Single Family District with a Conditional Use Permit by the Zoning Code.

The Planning and Zoning Commission is recommending that the rezoning request from R-1 to R-2 be denied. The Commission recommends that the Conditional Use Permit for a 2 family use for the property be approved.

Please contact me with any questions at 782-2000- ext. 1.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Kevin Kruse'.

Kevin Kruse
Zoning Administrator



Engineering Services Agreement

This AGREEMENT made as of the ____ day of _____, 2015, by and between the CITY OF CRESTON, IOWA by and through the CITY OF CRESTON hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to replace PAPIs and REILs at the Creston Municipal Airport in accordance with FAA standards, hereinafter referred to as Replace PAPIs and REILs.

WHEREAS, the OWNER anticipates a grant for said improvements from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed with the planning and engineering services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.
 - a. GENERAL: The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

- b. **BASIC SERVICES:** Under the Basic Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 1.0 Preliminary Design
Task 2.0 Final Design
Task 3.0 Bid Letting
Task 4.0 Distribution of Plans and Specifications

- c. **OTHER SERVICES:** Under the Other Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 5.0 DBE Plan and Reports
Task 6.0 Grant Administration
Task 7.0 Contract Administration
Task 8.0 Construction Survey
Task 9.0 As-Built ALP

- d. **PROJECT INSPECTION SERVICES:** Under Project Inspection Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 10.0 Construction Observation
Task 11.0 Construction Testing

- e. **ADDITIONAL SPECIAL SERVICES:** When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.

- (1) **Revision of Approved Plans:** When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) **Readvertising for Bidders:** The service required when the Owner readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
- (3) **Extra Construction Engineering:** Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.

- (4) Inspection After Final Acceptance: Such services requested after the Owner has accepted the Engineer's Statement of Completion shall be considered extra services.
- (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
- (6) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.

f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated:

Engineering Contract ExecutedNovember 20, 2015
 90% Plans and Specifications March 1, 2016
 Open Bids April 1, 2016

This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

- c. **LEGAL REQUIREMENTS:** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. **THE OWNER'S PAYMENTS TO THE ENGINEER:**

a. **GENERAL**

- (1) **Abandoned or Suspended Work:** If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) **Payments to the Engineer** shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

- b. **PAYMENTS FOR BASIC SERVICES:** The Owner shall pay the Engineer for the basic services described in 1.b., a Lump Sum Fee in accordance with the following.

Task 1.0 Preliminary Design.....	\$8,132.00
Task 2.0 Final Design.....	\$2,759.00
Task 3.0 Bid Letting.....	\$1,960.00
Task 4.0 Distribution of Plans and Specifications.....	\$800.00

The total Lump Sum Fee for Basic Services is **\$13,651.00.**

- c. **PAYMENTS FOR OTHER SERVICES:** The Owner shall pay the Engineer for other services described in 1.c., a Lump Sum Fee in accordance with the following:

Task 5.0 DBE Plan and Reports.....	\$1,164.00
Task 6.0 Grant Administration	\$3,406.00
Task 7.0 Contract Administration.....	\$7,793.00
Task 8.0 Construction Survey.....	\$1,439.00
Task 9.0 As-Built ALP.....	\$363.00

The total Lump Sum Fee payment for Other Services is **\$14,165.00.**

- d. **PAYMENTS FOR PROJECT INSPECTION SERVICES:** The Owner shall pay the Engineer a fee for Construction Observation services described in 1.d. as Task 10.0, Cost-Plus-Fixed-Fee of \$2,188.00 Not-To-Exceed a total fee of \$4,729.00.

The Owner shall pay the Engineer for Construction Testing described in 1.d., a Lump Sum Fee in accordance with the following:

Task 11.0 Construction Testing.....\$565.00

The not-to-exceed fee payment for Project Inspection Services is \$5,294.00

- e. **PAYMENTS FOR ADDITIONAL SPECIAL SERVICES:** For additional services defined in 1.e., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.
- f. **SUMMARY OF FEES:** The total compensation under this Agreement is summarized as follows:

Service	Tasks	Compensation	Fee Type
Basic Services	1.0 – 4.0	\$13,651.00	Lump Sum
Other Services	5.0-6.0	\$14,165.00	Lump Sum
Project Inspection Services	10.0 – 11.0	\$5,294.00	Not-To-Exceed
Total Initial Compensation		\$33,110.00	

4. **THE OWNER AND ENGINEER FURTHER AGREE** to the Federal Provisions contained in Attachment D.
5. **SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
6. **ATTACHMENTS:** The following attachments are included as part of this Agreement.
- Attachment A - Scope of Engineering Services
 - Attachment B - Certification of Engineer
 - Attachment C - Labor Estimate
 - Attachment D - Federal Provisions

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

City of Creston

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: _____

Title: Executive Vice President

ATTESTED BY:

Title: Project Engineer

Attachment A
Scope of Engineering Services
For
Replace PAPIs and REILs
Creston Municipal Airport
AIP No. 3-19-0023-012

This project involves replacement of the PAPIs and REILs and replacement of the related direct buried cable with cable in conduit at the Creston Municipal Airport. It is planned to reconnect and reuse the existing electrical vault.

BASIC SERVICES

Phase 1.0 - Preliminary Design

- 1.1 Pre-design Conference. A pre-design conference shall be held involving City of Creston, FAA and Consultant personnel. The purpose of the meeting is to discuss an overview of the project scope and the design approach.
- 1.2 Collect As-Built Data & Draft Background Sheets. Background sheets for the lighting improvements will be developed from existing As-Built drawings for the runway, taxiway and apron areas.
- 1.3 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification.
- 1.4 Project Layout and Safety Plan Sheet. This sheet will provide a general layout of the project and denote the contractor's access, assembly and storage areas. This sheet will outline general safety requirements of the Contractor and require the Contractor to submit a "Safety Plan Compliance Document." The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities. We will submit the Notice of Proposed Construction or Alteration (Form 7460) for the staging area and access routes.
- 1.5 Project Quantities Sheet. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 1.6 Electrical Sheets. The electrical sheets are anticipated to include typical details, fixture and cable location/layout drawings, and wiring diagrams. Electrical engineering services will be provided by Springboard Engineering under a subconsultant agreement.
- 1.7 Project Manual. We will prepare a project manual to include Contract Documents

(notice of hearing and letting, contractor's proposal, form of contract, bid bond, performance, payment and maintenance bond, insurance requirements, wage and labor requirements, and equal employment opportunity requirements), General Conditions of the Contract, Special Conditions of the Contract, and applicable Advisory Circulars. Detailed Specifications will be based on FAA AC 150/5370-10F along with related changes, Central Region modifications and any necessary Modification of Standards.

- 1.8 Progress Meetings. Occasional meetings will be held with the Owner or the Owner's representatives to obtain input and to coordinate the design process and decisions.
- 1.9 Preliminary Design Memo. A short design memo will be prepared for the improvement.
- 1.10 Quality Control Review. We will provide an internal quality control review of the plans and specifications and prepare a quality control review letter as required by FAA.

Phase 2.0 - Final Design

- 2.1 Plans and Project Manual Revisions. This task will involve addressing comments from FAA, City of Creston and CGA internal plan review and incorporate appropriate changes into the final plans and project manual.
- 2.2 Meetings. We will attend a meeting with the City of Creston City Staff for the purpose of communicating design concepts and soliciting input on the final design.

Phase 3.0 - Bid Letting

- 3.1 Advertising and Public Notice. We will assist the City of Creston in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, we will answer contractors' questions and issue any addenda required during the bidding period.
- 3.2 Bid Opening and Award. We will assist the City of Creston in securing and opening of bid proposals. We will provide a tabulation and analysis of bids, and coordinate with and secure FAA Airports Division concurrence in award. After receiving the concurrence we will assist the City of Creston in preparing signatory copies of the construction contract.

Task 4.0 – Distribution of Plans and Specifications

- 4.1 Distribution of Plans and Specifications. We will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

OTHER SERVICES

Phase 5.0 – DBE Plan and Reports

- 5.1 Disadvantaged Business Enterprise (DBE) Plan. A 3-year DBE Plan has been previously prepared separate from this scope of services. The work herein will include establishing a goal for DBE participation in this project.
- 5.2 DBE Monitoring and Reporting. The following activities will be provided to monitor and report on DBE participation in the project:
 - 5.2.1 Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort. Request FAA Civil rights Office concurrence in the contact award.
 - 5.2.2 Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using DBE Office Online Reporting System (DOORS).

Phase 6.0 – Grant Administration

- 6.1 Grant Application. After the bid letting, we will prepare the grant application, including updated summary of project costs, and coordinate City's execution and submittals to the FAA.
- 6.2 Grant Reimbursement. We will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI eInvoicing system. In addition, we will prepare SF271 and SF425 on an annual basis and upon project completion.
- 6.3 Liaison With FAA. We will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement including preparation of grant assurances for the sponsors execution and submittal to FAA. We will provide consultation and advice to the Owner during the progress of the project.
- 6.4 Quarterly Performance Report. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 6.5 Sponsor Certifications. We will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants, Equipment/Construction Contracts, Construction Project Final Acceptance, Project Plans and Specifications, Drug-Free Workplace, DOT Title VI Assurances, and Certificate of Title. For the Certificate of Title it is planned to utilize, the existing Exhibit A Property Map and Attorney's Title Opinion.
- 6.6 Project Closeout. This task shall consist of preparation, assembly and submission of FAA required grant closeout documentation. Final close-out documents shall be provided to the FAA within 90 days of the final acceptance date (per FAA

ACE AIP Sponsor Guide No 1610 - Development Project Closeout) and prior to the consultants final pay request.

Phase 7.0 - Contract Administration

- 7.1 Preconstruction Conference. We will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Owner and the FAA to establish construction schedules, coordinate subcontractors, and establish communications for the project during construction. After the meeting we will prepare and distribute minutes of the conference.
- 7.2 Construction Observation Program. Not included for this project.
- 7.3 Payroll Transcripts. Weekly payroll transcripts will be collected from all prime and subcontractors. The transcripts will be compared to the current Department of Labor Wage Decision.
- 7.4 Submittal Reviews and Coordination. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications.
- 7.5 Construction Progress Payments. Monthly payments will be made by the Owner to the prime contractor for the construction work. Tabulations of the construction quantities satisfactorily completed and their related cost will be prepared and a recommendation for payment in accordance with the construction contract will be made.
- 7.6 Visits to the Site. A Professional Engineer will make occasional visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, determine in general if such work is proceeding in accordance with the Contract and keep the City of Creston and the FAA informed of the progress.
- 7.7 Engineering Administration. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 7.8 Change Orders. We will prepare change orders for changes necessary in the construction for submission to the Owner and the Contractor for approval. This process shall include itemization and documentation of cost adjustments, and requesting FAA concurrence and participation in the change.
- 7.9 Engineer's Statement of Completion. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or

uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.

- 7.10 Record Drawings. We will prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.

Phase 8.0 - Construction Staking

- 8.1 Construction Staking. We will mark REIL and PAPI locations in the field one time for the Contractor.

Task 9.0 – As-Built ALP

- 9.1 As-Built ALP. The proposed improvements will be shown on an as-built Airport Layout Plan (ALP) set of drawings.

PROJECT INSPECTION SERVICES

Phase 10.0 - Construction Observation

- 10.1 Resident Observation. A resident construction observer will be provided during certain construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on 60 hours of construction observation.

Phase 11.0 - Construction Testing

- 11.1 Laboratory and Field Testing. Laboratory and Field Testing will be accomplished by an outside accredited testing laboratory (TEAM Services) and will consist of concrete slump, air content and tests. This task will also involve the monitoring, tabulating and review of the results in addition to the outside testing services.

Attachment B
Replace PAPIs and REILS
Creston Municipal Airport
AIP No. 3-19-0023-012

Certification of Engineer

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

Attachment C
Labor Estimate
Replace PAPIs and REILSS
Creston Municipal Airport
AIP 3-19-0023-12

Phase	LABOR HOURS							Salary Cost	Over-head	Direct Exp.	Fixed Payment	Out-Side Services	FEE
	Principal	P.E. 1	LSI 3	Tech 10	Tech 7	Assoc 3							
BASIC SERVICES													
1.0 Preliminary Design													
1.1 Pre-design Conference	2							118.00	202.96	0.00	48.14		\$369.10
1.2 Collect As-Built Data & Draft Background Sheets	1	4		8			409.00	703.48	40.00	166.87			\$1,319.35
1.3 Cover Sheet				2			55.00	94.60	10.00	22.44			\$182.04
1.4 Project Layout & Safety Plan Sheet	1	4					189.00	325.08	0.00	77.11			\$591.19
1.5 Project Quantities Sheet	1	4					130.00	223.60	0.00	53.04			\$406.64
1.6 Electrical Sheets	1	4					189.00	325.08	0.00	77.11	2,200.00		\$2,791.19
1.7 Project Manual	1	4				4	263.40	453.05	0.00	107.47			\$823.92
1.8 Progress Meetings	2	4					248.00	426.56	300.00	101.18			\$1,075.74
1.9 Preliminary Design Memo	2	2					65.00	111.80	0.00	26.52			\$203.32
1.10 Quality Control Review	2						118.00	202.96	0.00	48.14			\$369.10
PHASE TOTAL	10	26	0	10	0	4	1,784.40	3,069.17	350.00	728.04	2,200.00		\$8,131.60
2.0 Final Design													
2.1 Plan & Project Manual Revisions	2	4		8			468.00	804.96	0.00	190.94			\$1,463.90
2.2 Meetings	4	4					366.00	629.52	150.00	149.33			\$1,294.85
PHASE TOTAL	6	8	0	8	0	0	834.00	1,434.48	150.00	340.27	0.00		\$2,758.75
3.0 Bid Letting													
3.1 Advertisement & Public Notice	2	2				6	294.60	506.71	0.00	120.20			\$921.51
3.2 Bid Opening and Award	4						236.00	405.92	300.00	96.29			\$1,038.21
PHASE TOTAL	6	2	0	0	0	6	530.60	912.63	300.00	216.48	0.00		\$1,959.72
4.0 Distribution of Plans & Specifications													
4.1 Distribution of Plans and Specifications						8	148.80	255.94	335.00	60.71			\$800.45
PHASE TOTAL	0	0	0	0	0	8	148.80	255.94	335.00	60.71	0.00		\$800.45

Attachment C

Labor Estimate
 Replace PAPIs and REILSs
 Creston Municipal Airport
 AIP 3-19-0023-12

Phase	LABOR HOURS							Over-head	Direct Exp.	Fixed P'ment	Out-Side Services	FEE
	Principal	P.E. 1	LSI 3	Tech 10	Tech 7	Assoc 3	Salary Cost					
OTHER SERVICES												
5.0 DBE Plan and Reports												
5.1 DBE Plan	2	4					248.00	426.56	0.00	101.18		\$775.74
5.2 DBE Monitoring and Reporting	1	2					124.00	213.28	0.00	50.59		\$387.87
PHASE TOTAL	3	6	0	0	0	0	372.00	639.84	0.00	151.78	0.00	\$1,163.62
6.0 Grant Administration												
6.1 Grant Application	2					1	136.60	234.95	0.00	55.73		\$427.28
6.2 Grant Reimbursements	4					2	37.20	63.98	0.00	15.18		\$116.36
6.3 Liaison With FAA	2					2	273.20	469.90	0.00	111.47		\$854.57
6.4 Quarterly Performance Reports	2					2	155.20	266.94	0.00	63.32		\$485.47
6.5 Sponsor Certifications	2					1	136.60	234.95	0.00	55.73		\$427.28
6.6 Project Closeout	2	6				2	350.20	602.34	0.00	142.88		\$1,095.43
PHASE TOTAL	12	6	0	0	0	10	1,089.00	1,873.08	0.00	444.31	0.00	\$3,406.39
7.0 Contract Administration												
7.1 Preconstruction Conference	4						236.00	405.92	150.00	96.29		\$888.21
7.2 Construction Observation Program (Not Included)							0.00	0.00	0.00	0.00		\$0.00
7.3 Payroll Transcripts	2					4	74.40	127.97	0.00	30.36		\$232.72
7.4 Submittal Reviews and Coordination	2					2	118.00	202.96	0.00	48.14		\$369.10
7.5 Construction Progress Payments	6					2	155.20	266.94	0.00	63.32		\$485.47
7.6 Visits to the Site	6					4	354.00	608.88	300.00	144.43	1,800.00	\$3,207.31
7.7 Engineering Administration	6					4	428.40	736.85	0.00	174.79		\$1,340.04
7.8 Change Orders	4					2	273.20	469.90	150.00	111.47		\$0.00
7.9 Engineer's Statement of Completion						4	84.80	145.86	0.00	34.60		\$1,004.57
7.10 Record Drawings	24	0	0	0	4	12	1,724.00	2,965.28	600.00	703.39	1,800.00	\$265.25
PHASE TOTAL	24	0	0	0	4	12	1,724.00	2,965.28	600.00	703.39	1,800.00	\$7,792.67
8.0 Construction Staking												
8.1 Construction Staking			12				348.00	598.56	350.00	141.98		\$1,438.54
PHASE TOTAL	0	0	12	0	0	0	348.00	598.56	350.00	141.98	0.00	\$1,438.54
9.0 ALP Update												
9.1 ALP Update	0	0	4				116.00	199.52	0.00	47.33		\$362.85
PHASE TOTAL	0	0	4	0	0	0	116.00	199.52	0.00	47.33	0.00	\$362.85

Attachment C

Labor Estimate
 Replace PAPIs and REILSs
 Creston Municipal Airport
 AIP 3-19-0023-12

Phase	LABOR HOURS										Salary Cost	Over-head	Direct Exp.	Fixed P'tment	Out-Side Services	FEE	
	Principal	P.E. 1	LSI 3	Tech 10	Tech 7	Assoc 3											
PROJECT INSPECTION SERVICES																	
10.0 Construction Observation					60						1,272.00	2,187.84	750.00	518.98			\$4,728.82
9.1 Resident Observation	0	0	0	0	60	0					1,272.00	2,187.84	750.00	518.98	0.00		\$4,728.82
PHASE TOTAL																	
11.0 Construction Testing					4						84.80	145.86	0.00	34.60	300.00		\$565.25
11.1 Laboratory and Field Testing	0	0	0	0	4	0					84.80	145.86	0.00	34.60	300.00		\$565.25
PHASE TOTAL																	
PROJECT TOTALS	61	48	4	18	64	40					\$8,303.60	\$14,282.19	\$2,835.00	\$3,387.87	\$4,300.00		\$33,108.66

Direct Expenses:

Personal Vehicle Mileage: \$0.555 per Mile
 Survey Vehicle Mileage: \$1.00 per Mile
 Round Trip ~ 270 miles

Survey Equipment: \$10 per hour
 CAD computer Time: \$5 per hour
 Outside Services: Springboard Engineering - Electrical Engineering

Note: The Total Fee calculated in this spreadsheet has been rounded in the Engineering Services Agreement. The rounded fee shall prevail.

Attachment D

FEDERAL CONTRACT PROVISIONS ATTACHMENT

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

- 1) **Title VI Solicitation Notice**

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the contractor under the contract until the contractor complies; and/or

- ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) Title VI List of Pertinent Nondiscrimination Authorities

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP)
PRE-APPLICATION FFY 2017
CHECKLIST**

Please attach the following documents with your application:

- Sponsor Identification Sheet for the Airport
- CIP Data Sheet (one for each project listed in the first 3 years of the CIP) and detailed cost estimate for each data sheet.
- 5-year Capital Improvement Program (CIP)
- Long Range Needs Assessment
- Verification of an updated ALP (when applying for new construction of buildings or airfield expansion)
- Verification of completed environmental processing in accordance with NEPA.
- Verification of completed land acquisition or signed purchase agreement.
- Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- If requesting Federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 & 5 of the Airport Winter Safety and Operations, Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment, AC 150/5220-20 showing the minimum equipment needed, along with the ACIP Data Sheet. Include a copy of a completed FAA Snow Plow Design Spreadsheet.
- If requesting Federal assistance for general aviation apron expansion, include a copy of a completed GA Apron Design spreadsheet.
- If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
 - 1) a statement that airside development needs are met or include a financial plan to fund airside needs over the next 3 years;
 - 2) a statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach), and;
 - 3) justification for the project.
- SAM (System for Award Management) registration is up-to-date. (www.sam.gov)

Please scan and e-mail with support documents identified in checklist to shane.wright@dot.iowa.gov.

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, IA 50010

Attn.: Program Manager
E-mail: shane.wright@dot.iowa.gov
FAX: 515-233-7983
515-239-1048

**FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP)
PRE-APPLICATION FFY 2017
AIRPORT SPONSOR IDENTIFICATION**

Airport Name: Creston Municipal

Airport Sponsor Name: City of Creston

Contact Person: Mike Taylor Title: City Administrator

Complete Mailing Address: PO Box 449, 116 W Adams

<u>Creston</u>	<u>IA</u>	<u>50801</u>	Daytime Phone: <u>641-782-2000</u>
City	State	ZIP Code	

E-mail Address: mike@crestoniowa.org FAX Number: 641-782-6377

U.S. Congressional District Number: 3

Please scan and e-mail with support documents identified in checklist to shane.wright@dot.iowa.gov.

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, IA 50010

Attn.: Program Manager
E-mail: shane.wright@dot.iowa.gov
FAX: 515-233-7983
515-239-1048

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM
(CIP)**

Airport Name: Creston Municipal Airport
Prepared By: City of Creston, Iowa
Date Prepared: 10/26/15

Telephone: (641) 782-2000
Date Approved: _____

Project Description	Available Entitlement Funds \$					FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
	Funding Source	346,920	429,420	151,920	150,000					
Turnaround Improvements - Runway Ends 16 and 34 - Design	Federal	\$ 40,500	-	-	-	\$ -	-	-	-	-
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ 4,500	-	-	-	\$ -	-	-	-	-
	Total	\$ 45,000	-	-	-	\$ -	-	-	-	-
Engineering Report for Runway Pavement Rehabilitation and Pavement Alternative Evaluation	Federal	\$ 27,000	-	-	-	\$ -	-	-	-	-
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ 3,000	-	-	-	\$ -	-	-	-	-
	Total	\$ 30,000	-	-	-	\$ -	-	-	-	-
Turnaround Improvements - Runway Ends 16 and 34 - Construction	Federal	\$ -	427,500	-	-	\$ -	427,500	-	-	-
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ -	47,500	-	-	\$ -	47,500	-	-	-
	Total	\$ -	475,000	-	-	\$ -	475,000	-	-	-
Runway 16-34 Pavement Rehabilitation	Federal	\$ -	-	2,380,500	-	\$ -	2,380,500	-	-	-
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ -	-	264,500	-	\$ -	264,500	-	-	-
	Total	\$ -	-	2,645,000	-	\$ -	2,645,000	-	-	-
	Federal	\$ -	-	-	-	\$ -	-	-	-	-
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ -	-	-	-	\$ -	-	-	-	-
	Total	\$ -	-	-	-	\$ -	-	-	-	-
	Federal	\$ -	-	-	-	\$ -	-	-	-	-
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ -	-	-	-	\$ -	-	-	-	-
	Total	\$ -	-	-	-	\$ -	-	-	-	-
Available Entitlement Funds \$	Federal	\$ 279,420	1,920	-	-	\$ -	1,920	-	150,000	300,000
	State	\$ -	-	-	-	\$ -	-	-	-	-
	Local	\$ -	-	-	-	\$ -	-	-	-	-
	Total	\$ 279,420	1,920	-	-	\$ -	1,920	-	150,000	300,000



REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION



AIRPORT	Creston Municipal	LOCID	CSQ	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Turnaround Improvements - Runway Ends 16 and 34- Design			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FFY 2017

SKETCH:



JUSTIFICATION:

This project will provide for the design of expanded turnarounds on both ends of the airport's primary runway. Currently, a turnaround does not exist on runway end 34 and only a small turnaround exists on runway end 16. The expanded turnarounds will be consistent with FAA's hamerhead design and allow aircraft holding at the end of the runway to be positioned behind the specified hold line.

COST ESTIMATE: (Attach detailed cost estimate)

Federal(90%) \$40,500 State \$0 Local (10%) \$4,500 Total \$45,000

SPONSOR'S VERIFICATION:

For each and every project as applicable

Date	(see instruction sheet or point mouse over each date box for more information)
1-14-15	- Date of approved ALP with project shown
5-6.4.e	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (5-6.1 thru 5-6.6) in Order 1050.1F
NA	- Date of land acquisition or signed purchase agreement
NA	- Date of pavement maintenance program
NA	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
NA	- Apron sizing worksheet (for apron projects)
	Revenue producing facilities (for fuel farms, hangers, etc.)
NA	- Date statement submitted for completed airside development
NA	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Warren Woods TITLE: Mayor

PHONE NUMBER: (641) 782-2000

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

OPINION OF PROBABLE COSTS
 PROPOSED CAPITAL IMPROVEMENTS
 CRESTON MUNICIPAL AIRPORT

Turnaround Improvements - Runway Ends 16 and 34 - Design

FFY17 - Federal Fiscal Year Starting October 1, 2016

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
11.	Engineering, Legal and Administration				\$4
	TOTAL TURNAROUND IMPROVEMENTS - RUNWAY ENDS 16 AND 34 - Design				\$4
	FAA Share @ 90%				\$
	Local Share @ 10%				:



REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION



AIRPORT	Creston Municipal	LOCID	CSQ	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Engineering Report for Runway Pavement Rehabilitation and Pavement Alternative Evaluation			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FFY 2017

SKETCH:



JUSTIFICATION:

This project will provide for an engineering report and pavement alternative evaluation for the Runway 16-34 Pavement Rehabilitation. The 2014 PCI for this runway is 65 and is showing a need for rehabilitation. The runway is showing deteriorated patches, cracking and oxidation. There has been no major rehabilitation done on the runway since 1986.

COST ESTIMATE: (Attach detailed cost estimate)

Federal(90%) \$27,000 State \$0 Local (10%) \$3,000 Total \$30,000

SPONSOR'S VERIFICATION:

For each and every project as applicable

Date	(see instruction sheet or point mouse over each date box for more information)
1-14-15	- Date of approved ALP with project shown
5-8.4e	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (5-6.1 thru 5-6.6) in Order 1050.1F
NA	- Date of land acquisition or signed purchase agreement
NA	- Date of pavement maintenance program
NA	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
NA	- Apron sizing worksheet (for apron projects)
	Revenue producing facilities (for fuel farms, hangers, etc.)
NA	- Date statement submitted for completed airside development
NA	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: Warren Woods **TITLE:** Mayor

PHONE NUMBER: (641) 782-2000

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

OPINION OF PROBABLE COSTS
 PROPOSED CAPITAL IMPROVEMENTS
 CRESTON MUNICIPAL AIRPORT

**Engineer Report for HMA Pavement Rehabilitation and Pavement Alternat
 Evaluation**

FFY17 - Federal Fiscal Year Starting October 1, 2016

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
11.	Engineering, Legal and Administration				\$3
	TOTAL Engineer Report				\$3
	FAA Share @ 90%				\$:
	Local Share @ 10%				:



REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION



AIRPORT	Creston Municipal	LOCID	CSQ	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Turnaround Improvements - Runway Ends 16 and 34 - Construction			Identify FFY that you desire to construct. (FFY: Oct. 1-Sept. 30)	FFY 2018

SKETCH:



JUSTIFICATION:

This project will provide for the design of expanded turnarounds on both ends of the airport's primary runway. Currently, a turnaround does not exist on runway end 34 and only a small turnaround exists on runway end 16. The expanded turnarounds will be consistent with FAA's hammerhead design and allow aircraft holding at the end of the runway to be positioned behind the specified hold line.

COST ESTIMATE: (Attach detailed cost estimate)

Federal(90%)	\$427,500	State	\$0	Local (10%)	\$47,500	Total	\$475,000
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SPONSOR'S VERIFICATION:

For each and every project as applicable

Date	(see instruction sheet or point mouse over each date box for more information)
1-14-15	- Date of approved ALP with project shown
5-6.4.e	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (5-6.1 thru 5-6.6) in Order 1050.1F
NA	- Date of land acquisition or signed purchase agreement
NA	- Date of pavement maintenance program
NA	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
NA	- Apron sizing worksheet (for apron projects)
	Revenue producing facilities (for fuel farms, hangers, etc.)
NA	- Date statement submitted for completed airside development
NA	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

FAA Verification. (initial/date)

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SPONSOR'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: Warren Woods **TITLE:** Mayor

PHONE NUMBER: (641) 782-2000

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

OPINION OF PROBABLE COSTS
PROPOSED CAPITAL IMPROVEMENTS
CRESTON MUNICIPAL AIRPORT

Turnaround Improvements - Runway Ends 16 and 34 - Construction

FFY18 - Federal Fiscal Year Starting October 1, 2017

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Traffic Control, Safety Plan and Mobilization	1	LS	\$15,000.00	\$15,000.00
2.	Earthwork				
	Excavation and Grading	500	CY	\$5.00	\$2,500.00
	Fill Dirt	8,000	CY	\$10.00	\$80,000.00
3.	Turnaround Paving Removal	600	SY	\$5.00	\$3,000.00
4.	Subgrade Preparation	4,000	SY	\$4.00	\$16,000.00
5.	Paving:				
	P-154 Subbase (8")	4,000	SY	\$8.00	\$32,000.00
	P-401 Surface (6")	1,550	Tons	\$120.00	\$186,000.00
6.	Pavement Marking	350	SF	\$8.00	\$2,800.00
7.	Taxiway Lighting				
	Base Can Mounted Lights	36	EA	\$900.00	\$32,400.00
	Base Can	2	EA	\$700.00	\$1,400.00
	Conduit	800	LF	\$2.00	\$1,600.00
	Ground and Cable	1,600	LF	\$3.00	\$4,800.00
8.	Culverts				
	RCP Pipe	172	LF	\$60.00	\$10,320.00
	Apron	2	EA	\$1,100.00	\$2,200.00
9.	Seeding and Fertilizing	1	LS	\$6,000.00	\$6,000.00
10.	Miscellaneous Construction		10%		\$38,000.00
11.	Engineering, Legal and Administration		10%		\$40,980.00
TOTAL TURNAROUND IMPROVEMENTS - RUNWAY ENDS 16 AND 34 - CONSTRUCTION					\$475,000.00
FAA Share @ 90%					\$427,500.00
Local Share @ 10%					\$47,500.00



REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION



AIRPORT	Creston Municipal	LOCID	CSQ	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Runway 16-34 Pavement Rehabilitation			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FFY 2019

SKETCH:



JUSTIFICATION:

This project will provide for rehabilitation of runway 16-34. The 2014 PCI for this runway is 65 showing a need for rehabilitation. The runway is showing deteriorated patches, cracking and oxidation. There has been no major rehabilitation done on the runway since 1986. This project would include full depth patches, crack sealing and an HMA overlay or a PCC white topping based on pavement evaluation alternatives.

COST ESTIMATE: (Attach detailed cost estimate)

Federal(90%) \$2,380,500 State \$0 Local (10%) \$264,500 Total \$2,645,000

SPONSOR'S VERIFICATION:

For each and every project as applicable

Date	(see instruction sheet or point mouse over each date box for more information)
1-14-15	- Date of approved ALP with project shown
5-6.4e	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (5-6.1 thru 5-6.6) in Order 1050.1F
NA	- Date of land acquisition or signed purchase agreement
NA	- Date of pavement maintenance program
NA	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
NA	- Apron sizing worksheet (for apron projects)
	Revenue producing facilities (for fuel farms, hangers, etc.)
NA	- Date statement submitted for completed airside development
NA	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: Warren Woods **TITLE:** Mavor

PHONE NUMBER: (641) 782-2000

FAA USE ONLY

PRE APP NUMBER	GRANT NUMBER	NITAS CODE	WORK CODE	FAA PRIORITY	FEDERALS

**OPINION OF PROBABLE COSTS
PROPOSED CAPITAL IMPROVEMENTS
CRESTON MUNICIPAL AIRPORT**

Runway 16-34 Pavement Rehabilitaiton

FFY19 - Federal Fiscal Year Starting October 1, 2018

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Traffic Control, Safety Plan and Mobilization	1	LS	\$100,000.00	\$100,000.00
2.	Runway Pavement Removal (Unusable Runway)				
a.	Pavement Removal	1,200	SY	\$10.00	\$12,000.00
b.	Black Dirt Backfill	400	CY	\$15.00	\$6,000.00
3.	Pavement Milling	42,000	SY	\$2.25	\$94,500.00
4.	Fill and Patch Cracks:				
a.	Pavement Patching	1,900	SY	\$90.00	\$171,000.00
b.	Crack Sealing	1	LS	\$25,000.00	\$25,000.00
5.	5" HMA Overlay:	12,000	TN	\$120.00	\$1,440,000.00
6.	Pavement Removal and Replacement				
a.	Pavement Removal	1,200	SY	\$10.00	\$12,000.00
b.	HMA Paving	450	TN	\$120.00	\$54,000.00
7.	Shouldering	6,500	CY	\$10.00	\$65,000.00
8.	Base Can Mounted Runway Lights				
a.	Demolition	1	LS	\$5,000.00	\$5,000.00
b.	Base Can Mounted Runway Lights/Threshold Lights	61	EA	\$1,100.00	\$67,100.00
9.	Pavement Marking:				
a.	First Coverage	32,000	SF	\$1.00	\$32,000.00
b.	Second Coverage	32,000	SF	\$1.25	\$40,000.00
10.	Miscellaneous Construction		10%		\$211,400.00
11.	Legal, Administration, Engineering & AGIS Survey				
a.	Legal, Administration, & Engineering				\$210,000.00
b.	AGIS Survey				\$100,000.00
	TOTAL - RUNWAY 16-34 PAVEMENT REHABILITATION				\$2,645,000.00
	FAA Share @ 90%				\$2,380,500.00
	Local Share @ 10%				\$264,500.00

AIRPORT LONG RANGE NEEDS ASSESSMENT

FFY 2022 – FFY 2026

Airport Name: Creston Municipal Airport

Description of Project (include estimated Fiscal Year)	Funding Source	Total Estimated Cost
Construct 10 stall T-hangar	Federal: 90%	\$ 595,000
	State:	\$
	Local: 10%	\$ 65,000
	Total:	\$ 650,000
	Federal:	\$
	State:	\$
	Local:	\$
	Total:	\$
	Federal:	\$
	State:	\$
	Local:	\$
	Total:	\$
	Federal:	\$
	State:	\$
	Local:	\$
	Total:	\$
	Federal:	\$
	State:	\$
	Local:	\$
	Total:	\$
	Federal:	\$
	State:	\$
	Local:	\$
	Total:	\$

Proposed Advertisement

The City of Creston is accepting bids for residential solid waste collection, bulk item pickup and residential single stream recycling

There are approximately 2,900 collection locations.

The bidder shall include with the bid proposal equipment and labor description form.

A copy of the proposed contract and equipment and labor form is available in the city clerk's office at Creston City Hall.

Bids deadline is November 30, 2015 at noon. The bid documents shall be submitted in a sealed envelope with "Residential Solid Waste Collection Bid" written on the outside of the envelope and submitted to the City Clerk at 116 W. Adams Street, P. O. Box 449, Creston, Iowa 50801.

Contact the City Administrator with questions.

The city retains the right to reject any and all bid proposals.

City of Creston, Iowa
Contract for Residential Solid Waste Collection.

THIS CONTRACT made by and between the CITY OF CRESTON hereinafter referred to as CITY and, _____, hereinafter referred to as CONTRACTOR, entered into this ___ day of _____ 2016.

In consideration of the mutual promises and covenants contained herein, the CITY and CONTRACTOR hereby agree as follows:

DEFINITIONS

BAGS – Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed forty (40) pounds.

BULKY WASTE – Piece of furniture or waste material from residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers. Shall include, furniture, bicycles, windows, doors, and many items that be safely handled by one (1) person. Bulk items would not include any waste generated by a household business or any other business (including hobbies, auctions, rummage sales, etc.), construction or demolition debris, concrete, brick, asphalt, roofing, cars, motorcycles, boats, or parts of vehicles.

APPLIANCES – Includes but is not limited to, refrigerators, freezers, kitchen ranges, air conditioning units, dehumidifiers, water heaters, furnaces, thermostats, clothes washers, clothes dryers, dishwaters, and microwave ovens.

APPLIANCE STICKERS – Collection tags affixed to Appliances for collection.

CITY – Refers to the City of Creston, Iowa. Will also refer to the appropriate employee or officer of the municipality authorized to act as its agent in handling the pertinent matters of this Contract.

CURBSIDE - Refers to the portion of the right-of-way adjacent to paved roadways.

COMMERCIAL – All establishments where retail, wholesale, service or manufacturing business is conducted, and all apartments, houses, schools, churches, fraternal bodies and other establishments not defined as “residential units”.

CONSTRUCTION DEBRIS – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

CONTAINERS – Wheeled “Toter” – A receptacle made of plastic, metal or fiberglass with capacity for no more than ninety –six (96) gallons.

CONTRACTOR – The individual, firm, partnership, joint venture, corporation or association performing refuse collection and disposal under Contract with the CITY.

GARBAGE – Animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE – Waste designated as hazardous by the United State Environmental Protection Agency or Appropriate state agency.

NON-RESIDENTIAL BUILD SOLID WASTE: Bulk Solid waste that includes or contains the following materials; Solid waste generated outside the City Limits, solid waste generated by other than residential customers, solid waste generated by businesses, schools or commercial entities, solid waste generated by agricultural activities on farms and properties zoned for agriculture use, solid waste containing asbestos, appliances, tires, lead acid batteries, liquid waste or waste containing free liquids, soils contaminated with petroleum products, solid waste containing construction or demolition debris.

PERFORMANCE BOND – A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as may be specified in the agreement.

RECYCLE WASTE - “Recyclable Materials” means newsprint, corrugated cardboard, high-grade paper, clear glass, aluminum, steel, bimetal and tin cans, and #1 thru #7 plastics.

REFUSE – Discarded waste material in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL SOLID WASTE – All solid and semisolid animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving and consuming of food material intended for use as food. All offal excluding useful industrial by-products, and all litter, rubbish and waste materials or debris, resulting from residential source, which is acceptable at the Prairie Solid Waste Agency or other designated disposal site, as herein provided, and excluding Hazardous Waste, Bulky Waste, Yard Waste and Construction Debris. As defined herein, Residential Solid Waste shall include Recyclable Waste that has not been separated and placed in a specially designated container by the resident.

RESIDENTIAL UNIT – Single family units, zoned residential and single buildings containing no more than two separate or contiguous single family dwelling units that have individual collection for each unit or which are billed separately for water or gas service, zoned residential. Residential Unit shall specifically not include commercial or industrial establishments.

RUBBISH - Non-putrescible solid waste consisting of combustible and noncombustible materials, excluding yard and garden wastes.

SCOPE OF CONTRACT

This contract shall become effective and the Contractor shall begin the service of Residential solid waste collection, as set out by this agreement as of **July 1, 2016**. The initial term of the Contract shall be for five (5) years commencing of **July 1, 2016** and terminating **June 30, 2021**. At the end of this period, the contract may be extended for additional one (1) year periods, by mutual agreement signed by both parties, at least ninety (90) days prior to the expiration of the one (1) year period and each successive one-period. The City shall notify the Contractor at least ninety (90) days prior to the expiration of the contract of the City’s intent to rebid the contract by certified mail.

CONTRACT WITH THE CITY – Contractor agrees with the City that the contractor shall, during the term of this contract, collect and dispose of residential Solid Waste located with the area as defined in the Service, Operations and Performance section. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the collection, removal and disposal as provided herein. The City will be responsible for the billing of the residents as set forth below.

SERVICE, OPERATIONS AND PERFORMANCE

COLLECTION – All residential Solid Waste shall be picked up curbside once each week. It is the responsibility of the residents to see that the solid waste containers or garbage bags, or bulk items are placed at curbside in front of the individual residence by 4:00 AM on the designated collection day.

Each residence will be allowed to set out for collection one (1) 96-gallon “toter” per week. Additional Residential Solid Waste will be collected by the Contractor each week provided the additional waste is placed in garbage Bags and a “residential collection sticker” is affixed to each additional Bag.

Each residence will be allowed to set out for collection one (1) 96 gallon “toter” every other week (bi-weekly) for comingled Recycle Waste. No presorting will be required.

BULKY ITEMS – Contractor will collect one bulk item per week/home as outlined in the definitions section of this contract at no additional charge. Does not include construction debris or hazardous waste. Bulky item must be able to be handled by one (1) person.

RESIDENTIAL COLLECTION STICKERS – Will be provided by the Contractor at the cost to the resident of \$1.50 per sticker. The revenues generated from the sale of the stickers will be in addition to the approved contract price and the Contractor shall be entitled to the revenues generated by the sale of the stickers.

APPLIANCE COLLECTION STICKERS – Will be provided by the Contractor at the cost to the resident of \$30.00 per collection sticker. The revenues generated from the sale for the stickers will be in addition to the approved contract price and the Contractor shall be entitled to the revenues generated by the sale of the stickers.

The Residential Collection Stickers and Appliance Collection Stickers will be available for public sale at the Contractor’s place of business, and participating community businesses during normal business hours.

APPLIANCE COLLECTION – The Contractor shall perform appliance collection on a weekly basis for residential homes are required. Residents must notify Contractor of Appliance to be collected. Appliances, as defined by the DNR, will be delivered to a DNR licensed de-manufacturer, proving each appliance has the affixed pre-paid, dated Appliance Collection Sticker.

CONTAINERS – The Contractor will provide each residential household with one (1) 96 gallon wheeled container (“toter”) to be used for Residential Solid Waste collection. The Contractor will retain ownership of the “toters” supplied and provide maintenance/replacement as necessary through normal usage.

One (1) 35 gallon wheeled container “toter” will be provided in lieu of the default 96 gallon container upon request provided resident meets the requirements as outlined in the Service to Elderly/Disabled section of this contract. The Contractor will retain ownership of containers “toters” supplied and provide maintenance/replacement as necessary through normal usage.

The Contractor will provide each residential household with one (1) 96 gallon wheeled container (“toter”) to be used for Residential Recycle Waste collection. The Contractor will retain ownership of the “toters” supplied and provide maintenance/replacement as necessary through normal usage.

Additional containers can be provided for an additional monthly fee at current base rate as using the following formula: Current base rate x 2 = fee for resident using 2 toters.

REJECTION OF WASTE – The contractor may decline to collect any container, bag or bulk item not reasonably placed by the curbside; any additional waste Bags without an affixed Residential Collection Sticker; any appliance without an affixed Appliance sticker; any containers that contain a large quantity of liquids, any quantity of prohibited or hazardous materials, or have been packaged in such a manner that it unreasonably endangers the contractor’s employee; or any residential waste not properly contained. The Contractor will not be required to pick up any Hazardous or Landfill Banned Waste, Yard Waste or Construction Debris. Where the Contractor has reason to leave such items at residence, he or his agent shall mark the container as to why the particular waste was not collected (the city and the contractor may alter the standards for these decisions by mutual agreement)

COLLECTION DAYS/TIMES/ROUTES – The Contractor shall indicate on what days of the week the collections will take place. If the Contractor later desires to change the date of collections he must first give the City written notice and must notify residents publicly by newspaper ads, and/or combinations of radio public service announcements, and/or local newspaper ads thirty (30) days prior to collection route service day changes.

City Hall, City Street Maintenance Shop, Fire Station, Waste Water Plant, Municipal Airport, Cemetery, Public Library, McKinley Park, McKinley Park Campground, Sears Complex, and 23 trash receptacles located uptown shall be collected one (1) time per week at no cost to the City.

DISPOSAL SITE – The Contractor shall dispose of all Residential Solid Waste in an IDNR approved sanitary transfer station, and/or IDNR approved landfill. The Recycling Waste shall be disposed at an IDNR approved disposal site.

FEES- The Contractor agrees to assume all landfill, tipping, dumping, licenses, and all other applicable fees, and any cost assessed or caused to be assessed by any Governmental authority, in connection with its collection and disposal of Residential Solid Waste materials and agrees to pay said fees and costs, including any increases thereof, in a timely manner as required by the landfill authority or regulatory agency.

NOTIFICATION OF RESIDENTS – The City shall inform all residents as to rates, regulations, and day(s) for scheduled refuse collection.

INDEMNITY – The Contractor will indemnify and hold harmless the City, its officers, agents, servants and employees from and against any all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees, and any other costs of defense resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the City, it’s officers, agents, servants and employees.

DISCRIMINATION – Neither the Contractor nor any Subcontractor or person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, veteran status or disability.

INSURANCE – the Contractor shall maintain in full force and effect throughout the term of this contract and throughout any extension or renewal there of the following types of insurance in at least the limits specified below:

Workman's Compensation	Statutory
General Liability	\$ 1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$ 100,000 Each Occurrence
	\$ 2,000,000 Aggregate
Automobile Liability	
Per Accident	\$1,000,000 combined single limit
Excess Umbrella Coverage	\$5,000,000 each/aggregate

Prior to the commencement of work, the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled or permitted to expire.

PERFORMANCE BOND

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the contract. Said bond must be in the amount of \$100,000.

The surety of the bond shall be a duly authorized corporate surety company authorized to do business in the State of Iowa. Attorney's-in-fact who sign Performance Bonds must file with each bond an effectively date copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or termination of this Contract, the Contractor shall furnish Performance Bond in the same amount and under the same terms as for the initial Bond. The original surety, however, is in no way obligated to extend or renew the bond.

The contract shall be subject to termination by the City at any time if said bond is canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City at least sixty (60) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice, the Contractor files with the City a similar bond to be effective for the balance of the Contract period.

BILLING AND PAYMENT – The City shall submit statements and collect charges from all residential units for Service provided by the Contractor, for the collection of Residential Solid Waste, under the terms of this contract.

The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from customers for such service. The City shall remit payment within twenty (20) days following the end of each monthly period. The Contractor will provide service to any territory annexed by the City, or additional growth or residential units. The aforementioned formula for compensation due the contractor will of course provide for greater compensation due the contractor for servicing more residential units. The Contractor and the City agree that they will work together at all times to develop an accurate list of the customers.

COST OF SERVICE – The rates submitted by the Contractor and approved and accepted by the City shall apply for first two (2) years of this contract term, however, the Contractor may adjust the price by an amount equal to the percentage increase listed by the Consumer Price Index (CPI) annually at contract anniversary date, or if the Tipping fees at the landfill are increased during the remainder of the term. If landfill costs are increased, the percentage increase in the landfills fees shall only apply to thirty-three percent (33%) of the Contractor’s fee for Residential Solid Waste. If increased, the percentage increase in the CPI will apply to 67% of the Contractor’s fee for Residential Solid Waste Collection.

Effective 7/1/16, the following rates will become effective

Residential Solid Waste	\$
Residential Recycling	\$
TOTAL	\$

SERVICE TO ELDERLY/DISABLED – The contractor understands that some of the Residential units to be served under this Contract are occupied by elderly residents and/or disabled residents who have difficulty hauling their Residential Waste to the curbside, as provided herein. The Contractor agrees to collect residential solid waste from an area directly adjacent the residents dwelling, if mutually decided by the City and the Contractor, that the resident is handicapped or physically unable to place their weekly waste curbside. Residential solid waste collected “house side” must be in plastic bags; securely tied at the top and place in the supplied 96 or 35 gallon wheeled cart.

TEMPORARY SUSPENDED SERVICE – The City may, at its discretion, grant temporary suspension of service to residents for temporary absence of residence. Temporary Suspensions will be granted for no less than two (2) continuous months. Temporary Suspension of service and payment will be given for full months only, beginning with the first day of any designated month through the last day of the following month. The City will administer and monitor all Temporary Suspension grants, and will communicate any such suspensions to the Contractor no later than the 24th day of each month. The Contractor will adjust the monthly billing to accommodate all approved Temporary Suspensions.

AREA TO BE SERVED – The Contractor shall provide collection of Residential Solid Waste to pre-determined Residential Households within the City limits of the City of Creston.

SINGLE STREAM RECYCLING – Comingled Recycle Waste is documented throughout this contract as a service the Contractor must be able to provide. However, the City reserves the right to limit the contract scope to only Solid Waste Collection and exclude Recycle Waste Collection.

CUSTOMER SERVICE – Contractor shall provide a phone number and e-mail address to the City. These will be used to receive complaints, service requests, or instructions from the City.

HOLIDAYS – The following holidays (or legally observed days) will be observed as non-collection days by the Contractor.

- | | |
|----------------|----------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving |
| Christmas | Fourth of July |

The Suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection service at least once a week. Normally the collection will be planned to be one day after or one day before the normal collection day.

COMPLIANCE WITH APPLICABLE LAWS – The parties to this contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation and effect of this Contract. The Contractor shall conduct the service of collection Residential Solid Waste as provided for this by Contract in compliance with all applicable federal, state, and local rules, regulations and laws. The Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY – “Insolvent” for the purpose of this clause shall mean a party’s inability to pay its debts as they mature.

A party’s insolvency or voluntary or involuntary bankruptcy shall not constitute prospective unwillingness and/or inability to perform, nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the contract with seven (7) days written notice. Assumption of this Contract by bankrupt debtor’s trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform or a breach of the contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

The City shall not be bound to the contract by an insolvent Contractors trustee or receiver.

In the event of the Contractor’s bankruptcy the City will have the same remedies as provided for Breach of Contract.

BREACH OF CONTRACT – If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the City shall have the right to demand in writing, adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within three (3) days of receipt of such demand, return to the City Administrator, a written statement that explains reasons for nonperformance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has the option to appear with an explanation before the City Council. Upon receipt of the Contractors statement or the failure of the Contractor to submit one, the City may, with a 2/3 vote of the Council, contract with another Contractor and make demands under the terms of the Performance Bond or the Letter of Credit.

FORCE MAJEURE – Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc. If such failure is caused by catastrophe, riot, war, governmental order, or regulation, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor of City. In the case of a sever snowstorm, the contractor has the right to delay the collection by one day (more if condition warrants with City Approval). Notification shall be made to the City as soon as possible if such an option is taken.

If such circumstances persists for more than seven (7) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of seven (7) days, he may terminate this contract upon written notice given in seven (7) days in advance to the City.

ASSIGNMENT OF CONTRACT – No assignment of this Contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety and such delegation will not relieve the Contractor or his Surety,

or any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

CHANGE OF OWNERSHIP – In the event that the Contractor's business assets are sold, the City maintains the right to hold the original owner solely liable. It, however, the City determines that the new ownership can adequately and faithfully render the services called for in the contract for remaining term of the Contract, then the City may elect to execute a novation allowing the new ownership to assume the rights and duties of this contract and releasing the previous ownership of this contract and all obligation and liability.

WAIVERS – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provisions itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right of acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that is waiver is a material part of the parties, the waiver must be supported by the consideration and take the form of a contract modification as provided for elsewhere in this section.

ILLEGAL AND INVALID PROVISIONS – Should any term, provision or other part of this Contract be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In both cases the remainder of the Contract shall not be affected but shall remain in full force and effect.

JOINT AND SEVERE LIABILITY – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severely liable.

BINDING EFFECT – The provisions, covenants, and conditions in this contract apply to bind the parties, their legal heirs, representatives, successors and assigns.

AMENDMENT TO CONTRACT – No modification or Amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligation to perform a duty under this Contract. A signed original is to be fastened to the Original Contract with signed copies retained by all parties.

The written modification is not to become effective for a period of seven (7) business days during which time either party may revoke the writing upon delivery to the other party of a written notice of that effect, dated and signed by a notary.

This contract is intended to conform in all respects to applicable statutes of the State of Iowa, and if any part or provision of this contract conflicts with any applicable statute or law, the statute or law shall govern.

This initial contract is effective from 1st day of July 2016 and shall expired on the 30th day of June 2021 with the provision, however, that the City may terminate this contract upon notice to the Contractor when and if said Contractor shall cease to be licensed by the Prairie Solid Waste Agency (Union County

Landfill) or other designated landfill, or any other regulatory agency, or by the provisions set forth above for failure to perform and abide by the terms of this contract.

IN WITNESS WHEREOF, the contracting parties have executed this Contract on the date first written above, executed in duplicate.

City of Creston, Iowa

Contractor:

By: _____
Mayor

City of Creston
City Clerk

Date

EQUIPMENT AND LABOR DESCRIPTION

List proposed equipment and labor to be used by the Contractor to accomplish the collection services.

Equipment

1. Vehicle Type (s) - attach a photo if available

Makes (s) _____

Models _____

Years _____

Overall capacity
of each vehicle _____

Number of vehicles to be used _____

Weight of vehicles to be used _____
Loaded
Unloaded

2. Describe any additional equipment to be used.

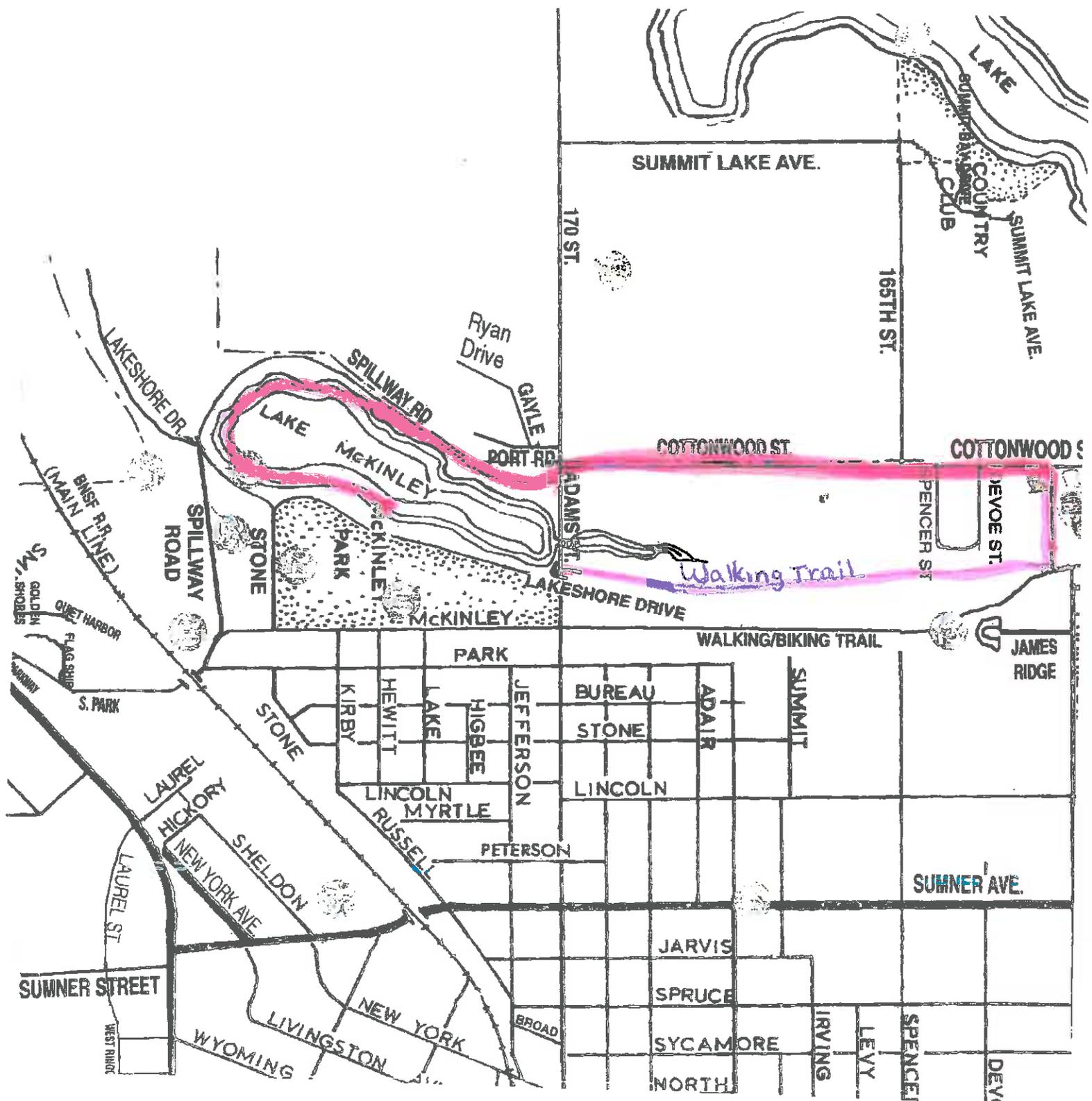
Labor

1. Number of personnel operating each vehicle _____

2. Personnel and/or equipment available for handling calls and missed pickups.

Authorized Signature

Date



Creston Development Group LLC Business Plan

Patrick Flynn and Rick Johnson are retail real estate developers from Wisconsin. They have been developing real estate in the Midwest for over twenty years. They specialize in smaller developments in small and medium size communities. They have previously developed property in Iowa in the communities of Le Mars, Carroll and Spencer.

Pat Flynn was the real estate manager for Menards for 25 years and Rick Johnson was a partner in a large regional accounting firm. In 2004 they began real estate development on a full time basis.

Together they have developments in Wisconsin, Minnesota, Iowa, South Dakota, North Dakota, Nebraska, Kansas and Illinois.

On October 6, 2015 the developers purchased a vacant lot at 801 Laurel Street to construct a new 8,000 square foot building for Dollar Tree Stores, Inc. The building will be leased to Dollar Tree on a long term lease. The store is anticipated to be opening in July, 2016.

Creston Development Group LLC

New Dollar Tree Store

ECONOMIC IMPACT

Sales

Projected **\$1,000,000**

Employment

Projected **12 to 15**

Property Tax Assessment

Projected **\$817,000**



From the DOLLAR TREE website:

MISSION STATEMENT:

Dollar Tree, Inc. is a customer-oriented, value-driven variety store operating at a one dollar price point. We will operate profitably, empower our associates to share in its opportunities, rewards and successes; and deal with others in an honest and considerate way. The company's mission will be consistent with measured and profitable growth.

About DOLLAR TREE:

We love to hear from our customers and overwhelmingly the two comments we repeatedly receive are:

"I can't believe this cool item I just found at Dollar Tree!" AND...

"I can't believe it's only \$1.00!"

That's when we know we've done our jobs right! We have worked hard to create an environment where shopping is fun... a place where our customers can discover new treasures every week... a store where entire families can enjoy hunting for that special something. Every Dollar Tree store is bright and well lit, clean and well organized, and stocked with endless hidden treasures!

Just as important, especially during these tough economic times, we continue to offer our customers products they need at extreme values! We carry a broad, exciting mix of merchandise that includes many trusted national and regional brands. Some of the product departments you'll find at Dollar Tree include housewares, glassware, dinnerware, cleaning supplies, candy, snacks, food, health and beauty, toys, gifts, gift bags and wrap, party supplies, stationery, craft supplies, teaching supplies, books, seasonal décor, and more! Everything you need for every day, every holiday, every occasion... and every single item is only \$1 (or less)!

DEPARTMENT OF THE ARMY PERMIT

Permit Number: CEMVR-OD-PP-2015-350

Section 404

Permittee: City of Creston
PO Box 449
Creston, Iowa 50801

POC: Mr. Warren Woods

Tel: 641-782-2000

Effective Date:

Expiration Date: 31 December 2018

Issuing Office: U.S. Army Corps of Engineers, Rock Island District
Clock Tower Building - P.O. Box 2004
Rock Island, Illinois 61204-2004

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The applicant proposes to discharge fill material into 2.2 (0.77 permanent/1.43 temporary) acres of wetlands and into 1,458 linear feet of Hurley Creek for the purpose of constructing a water quality sediment basin and associated bank protection. The project would result in the loss of 491 linear feet of Hurley Creek and 976 linear feet of bank stabilization would occur downstream of the sediment basin.

To compensate for unavoidable losses of wetlands and impacts to Hurley Creek; compensatory mitigation will be completed as shown in the attached drawings. This will include the creation of 1.25 acre of emergent wetland, construction of 3 riffle pool structures as well as stream stabilization and buffer actions.

Project Location: Project is located within Hurley Creek and adjacent wetlands in Section 2, Township 72 North, Range 31 West.

Drawing(s) No. CEMVR-OD-PP-2015-350: Sheet 1 of 4 through 4 of 4

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on the date specified on page 1. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before that date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party, in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. All conditions set forth in the attached Section 401 Water Quality Certification from the Iowa Department of Natural Resources dated October 5, 2015 are considered part of this permit.
2. All wetland areas temporarily impacted by the project must be returned to pre-project contours and elevations upon completion of work. All disturbed areas shall be re-vegetated with native emergent and prairie vegetative species.
3. Prior to any land disturbance at the site, the wetland areas that are to remain undisturbed shall be clearly marked in the field so that boundaries are visible to equipment operators. Acceptable forms of marking include orange construction fencing or flagging at eye level at intervals no greater than 25 feet along the wetland boundary. Pin flags or other markings at ground level are not acceptable methods.
4. You are responsible for insuring that whoever performs, supervises, or oversees any portion of the physical work associated with the construction of the project has a copy of, is familiar with, and complies with all the terms and conditions of this permit.

5. To prevent the spread of non-native and/or invasive plant species, the permittee shall ensure that equipment used in all wetland and waterways is cleaned before arriving on site and before it is moved off the site. Wash water shall not be discharged into any wetland, waterway, or any other surface water conveyances.

Mitigation Special Conditions:

1. The mitigation plan includes the creation of 1.25 acre of emergent wetland and the enhancement of 976 linear feet of perennial stream as shown in the table below.

Type:	Mitigation					Stream Channel Length (feet)
	Emergent (acres)	Forested (acres)	Open-Water (acres)	Other * (acres)	Total (acres)	
Restored:						
Created:	1.25					
Enhanced:						976
Preserved:						
Total:	1.25					976

2. The party responsible for providing the compensatory mitigation is the City of Creston. The technical specifications listed in the mitigation plan dated July 31, 2015 is approved and made part of this permit and may be used as a reference for various procedures for the mitigation plan. This also includes stream mitigation information submitted on August 13, 2015 and September 4, 2015. However, the information contained in this document is superseded by any permit conditions or written specifications provided by the Corps of Engineers.

3. If excavation and construction are completed outside an optimal seeding period, temporary erosion control protection shall be implemented immediately upon completion of excavation and construction and shall be maintained until such time as wetland plantings can be completed during an optimal period. The permanent wetland plantings shall then be completed during the next optimal seeding period. In addition:

4. The boundaries of the wetland mitigation sites shall be identified clearly by the placement of permanent markers.

5. An as-built plan shall be submitted to the Corps of Engineers and Iowa Department of Natural Resources upon project completion.

6. The Permittee shall notify the Corps of Engineers at least 60 days prior to any future development or land-use conversion of the wetland mitigation area for any purpose which may interfere with or be detrimental to wetland functions. Such development or land use conversion is prohibited without prior written approval from the Corps of Engineers.

7. Mitigation work shall begin concurrent with the initiation of project construction. The mitigation work shall be completed within one year of the initiation of project construction on the site.

8. The Permittee shall be responsible to perform any corrective actions deemed necessary by this district to insure wetland success.

9. The Permittee shall provide an annual report to the Corps of Engineers documenting the extent of the mitigation completed.

- The Permittee shall conduct an annual survey of the mitigation area to monitor the survival rate of the plantings, and soil and hydrology conditions at the site. The results of the survey may be documented annually on the enclosed Rock Island District Standard Mitigation Reporting Form also available at: <http://www2.mvr.usace.army.mil/Regulatory/> or in an annual progress report as specified in RGL 08-03, <http://www.usace.army.mil/cecw/pages/rglsindx.aspx>. The information and photographs for these reports must clearly demonstrate conditions of the mitigation during the growing season. These annual reports are due no later than December 31 of each year for the monitoring period. All annual monitoring reports shall be formatted for an 8.5 x 11 inch piece of paper. Reports are due after the first full growing season after the mitigation is constructed and annually thereafter for a minimum of 5 years.
- These reports shall include the following information at a minimum:
 - o Information concerning the survival rate of all plant species which were to be established at the mitigation site. This information shall be collected by a qualified biologist.
 - o Annual photographs (taken during the growing season and from consistent photo points) showing representative areas of the site.
 - o Vegetative cover map indicating dominant cover species in each area.
 - o Wetland hydrology assessment (See Delineation Information <http://www2.mvr.usace.army.mil/Regulatory/>).
 - o Monthly surface water elevations at the site.

10. To ensure mitigation success, all newly planted emergent native plant species must achieve 85 percent areal cover after five growing seasons. The site should contain at least 10 native plant species. Invasive species cover should not exceed 5% absolute cover. No invasive species populations shall be greater than 100 square feet in size.

11. Three rock riffle pool structures shall be constructed according to the attached plans. A 50 foot native buffer shall also be installed along 960 linear feet of Hurley Creek, downstream of the sediment basin.

12. There shall be no commercial, industrial or residential activity undertaken or allowed within the mitigation area. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures built or placed in the mitigation area, except when provided in the original mitigation plan, the Permittee may install a viewing site, outdoor seating facility along with a plaque or other historical signage, tree stands or water fowl hunting blinds; There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials.

13. No plowing, tilling, cultivating, planting, timbering, or other agricultural activities may take place within the mitigation area except for the purposes described in the Permittee's approved mitigation plan. The Permittee is obligated to establish or re-establish vegetation through seedings or plantings in furtherance of that plan. Further, Permittee may manipulate vegetation, topography and hydrology on the mitigation area through diking, pumping, water management, excavating, burning, cutting pesticide application and other suitable methods for the purpose of protecting, enhancing buffers, wetlands and wetland vegetation. The Permittee is responsible for compliance with all federal, state and local laws governing the safety and maintenance of the property, including the control of noxious weeds within the mitigation area. Grazing of the mitigation area by domestic livestock is prohibited.

14. The Permittee must acquire, preserve and defend acquisition and any water or land rights where needed to maintain the ecological functions of the required mitigation. The Permittee is obligated to install, operate and maintain water control structures for the purpose of protecting, re-establishing and enhancing wetlands and their functional values. This includes the right to transport construction materials to and from the site of any existing or proposed water control structure. The hydrology of the mitigation area will not otherwise be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the mitigation area.

15. The Permittee shall notify the district engineer within 60 days if the compensatory mitigation project is not achieving its performance standards as anticipated. The Permittee shall provide 60-day advance notification to the district engineer if any action is taken to modify the approved mitigation plan. Remedial work may include re-grading and/or replanting the mitigation site. The Permittee shall take immediate proactive steps necessary to correct any deficiencies outlined in the monitoring reports and shall coordinate with this office during implementation to insure compliance with the terms and conditions in this permit.

16. The Permittee shall provide 60-day advance notification to the district engineer prior to any planned conveyance of mitigation lands for the district engineer's approval. The notification shall identify how and by whom the approved mitigation shall be accomplished. The Permittee shall provide documentation of any conveyance in writing and by certified mail within 15 days after the conveyance. The responsible party as identified in the permit shall retain all liability for maintaining adequate mitigation and accomplishing any needed corrective work should the district engineer determine that the mitigation is not satisfactory.

17. Your responsibility to complete the required compensatory mitigation will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.

18. You must take the actions required to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property within 1 year of the date of this authorization. Proof of this action must be sent to this office within 30 days of the date it was recorded.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Warren Woods, City of Creston

Date

This issuing officer for this permit is Craig S. Baumgartner, Colonel, U.S. Army, District Engineer, Rock Island District.

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, and in accordance with CEMVR-OD-P appointment order 15 January 2008 has signed below.

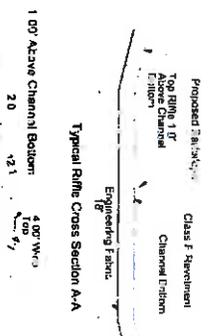
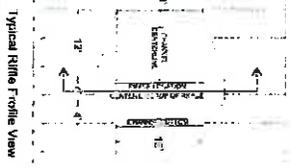
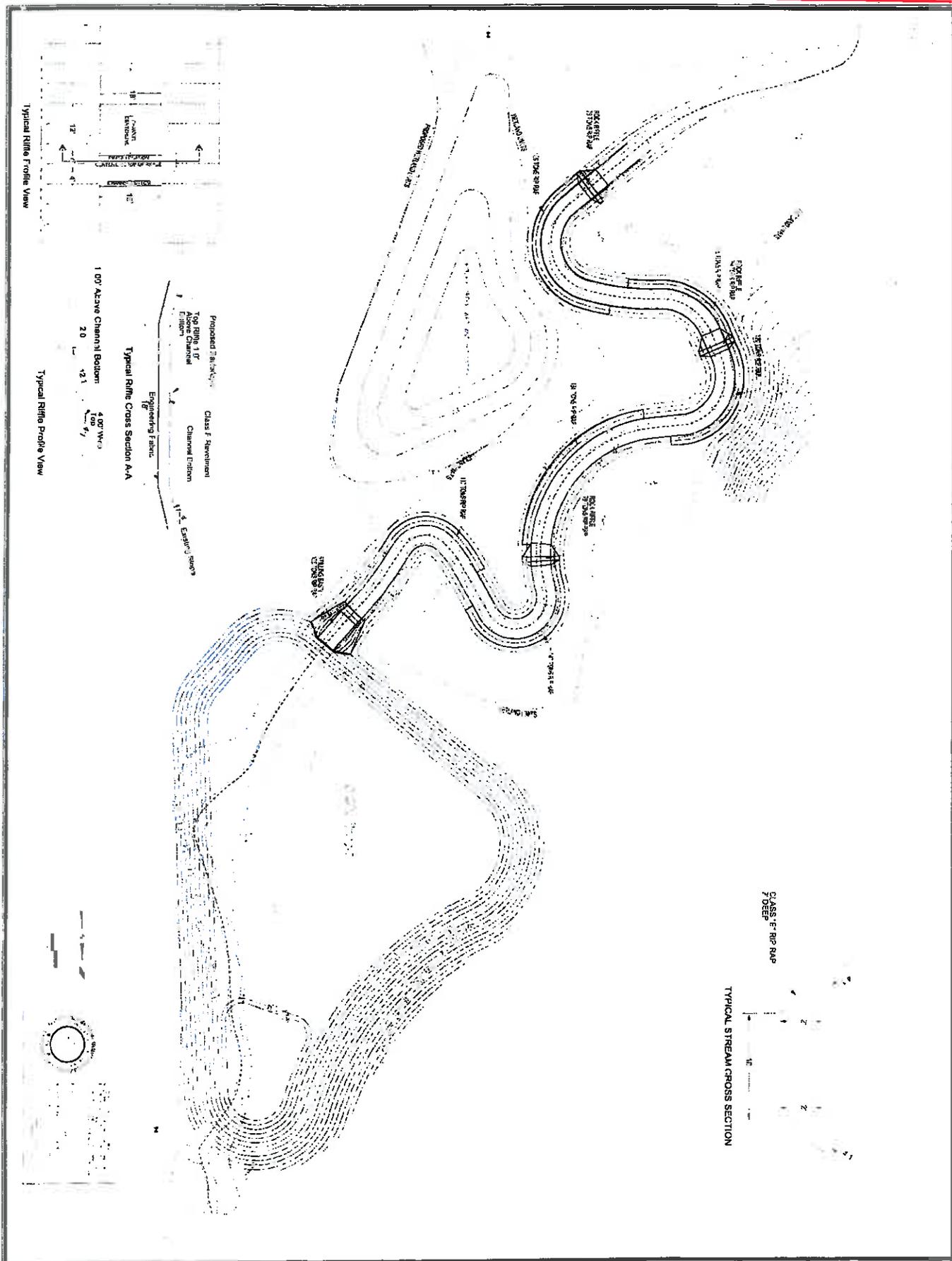
Joey Shoemaker
Project Manager

Date

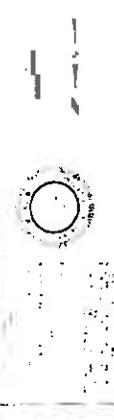
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

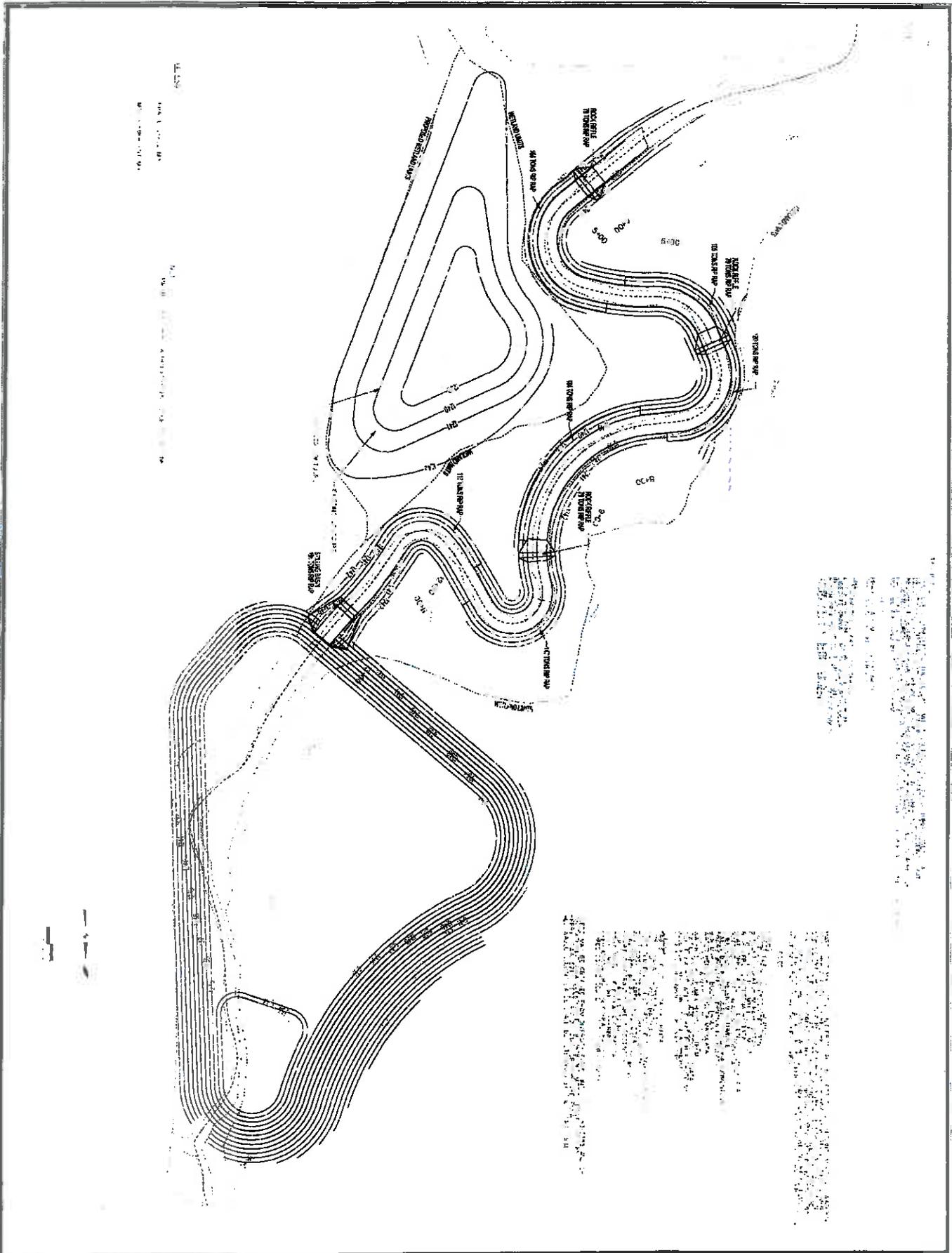
Transferee

Date



Typical Riprap Profile View



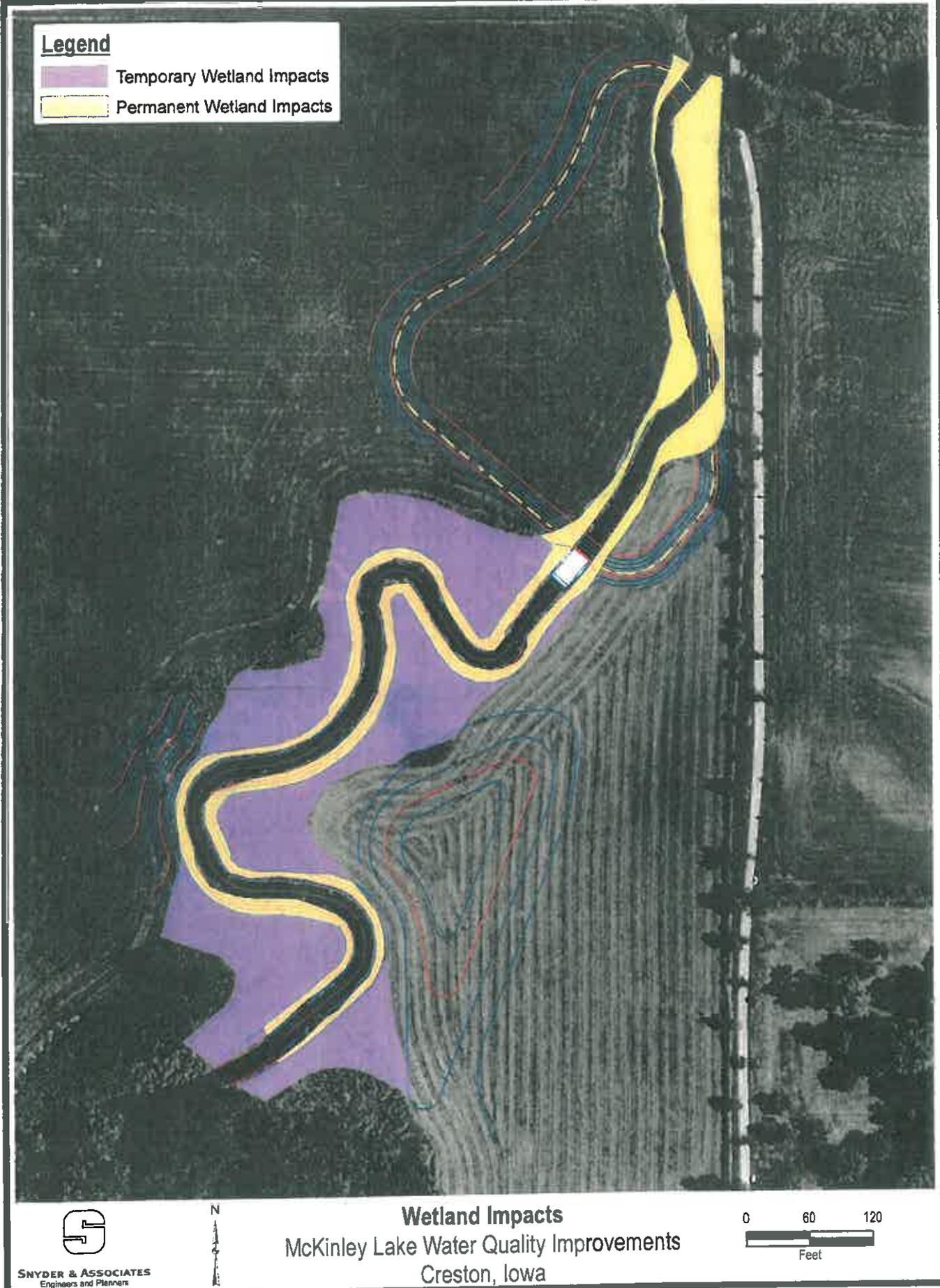


McKINLEY LAKE WATER QUALITY IMPROVEMENTS
PHASE 1 SEEDING PLAN
SNYDER & ASSOCIATES, INC.

217 S W SANDY W RE LO
 ANKENY, IOWA 50007
 515-964-2223 | www.snycor.com

Project No.	2015-350	Sheet	2 of 2
Revision			
Date			
Scale			

Source: IA DNR NRGIS LIBRARY



Source: City of Creston

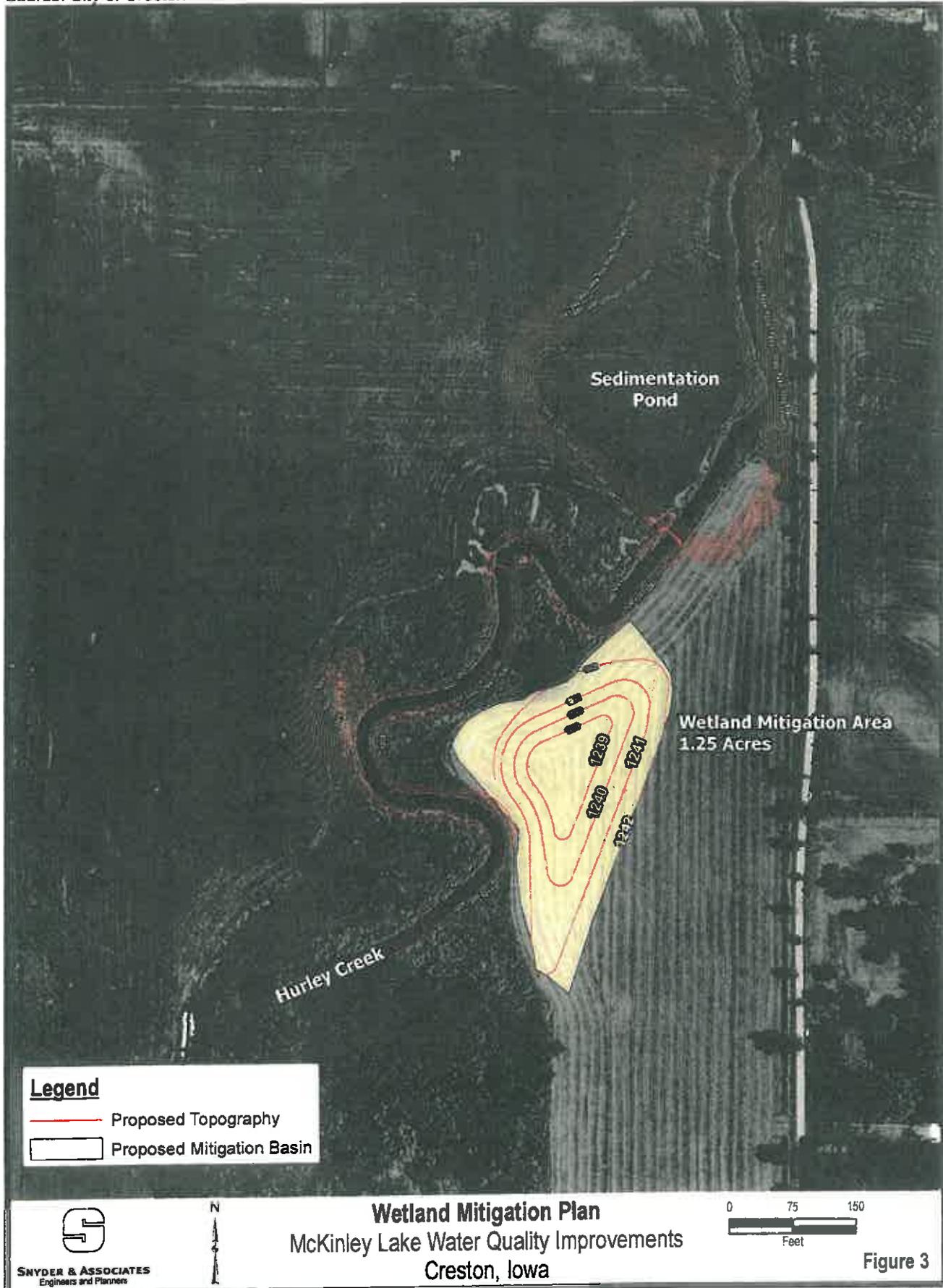


Figure 3



STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

October 5, 2015

MR WARREN WOODS
CITY OF CRESTON
PO BOX 449
CRESTON IA 50801

Dear Mr. Woods:

After reviewing your request for State 401 Water Quality Certification, the Iowa Department of Natural Resources has issued the enclosed Certification. Please read the attached conditions carefully before beginning work on the project.

A copy of this Certification has been forwarded to the office of the Army Corps of Engineers as indicated below.

If you have any questions or comments about the certification or any conditions contained therein, please contact me at the address shown below or call (515) 725-8399.

Sincerely,

A handwritten signature in cursive script that reads "Christine M Schwake".

Christine M. Schwake
Environmental Specialist

cc: Mr. Joey Shoemaker, Department of the Army Corps of Engineers, Rock Island District, Clock Tower Building, P.O. Box 2004, Rock Island, IL 61204-2004

Mr. Kyle Riley, Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023

IOWA DEPARTMENT OF NATURAL RESOURCES
SECTION 401 WATER QUALITY CERTIFICATION

Certification issued to:

Effective: October 5, 2015

City of Creston
PO Box 449
Creston, IA 50801

Prepared By:

Christine M. Schwake

Date Executed: October 5, 2015

Christine M. Schwake, IDNR, Wallace State Office Building, Des Moines, IA 50319-0034 (515) 725-8399

STATE OF IOWA COUNTY OF POLK

I HEARBY CERTIFY I AM THE OFFICIAL AND LAWFUL CUSTODIAN OF THE PUBLIC RECORDS MAINTAINED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE FOREGOING DOCUMENT IS A TRUE AND ACCURATE PHOTOCOPY OF THE RECORD COPY MAINTAINED IN MY CUSTODY AS A PUBLIC RECORD OF THE DEPARTMENT IN THE ORDINARY COURSE OF ITS BUSINESS. EXECUTED AT DES MOINES BY MARISA ROSEBERRY (515-725-8290) ON OCTOBER 5, 2015

Marisa Roseberry

Project certified: US Army Corps of Engineers, No. CEMVR-OD-P-2014-0350
State 401 Water Quality Certification, No. 15-S-175-04-05-S

Project Description: The City of Creston proposes to discharge fill material into 2.2 (0.77 permanent/1.43 temporary) acres of wetlands and into 1,458 linear feet of Hurley Creek for the purpose of constructing a water quality sediment basin in S2, T72N, R31W, in Union County. The project would result in the loss of 491 linear feet of Hurley Creek and 976 linear feet of bank stabilization would occur downstream of the sediment basin. To mitigate for impacts, 1.16 acres of emergent wetland will be required to be created on-site adjacent to Hurley Creek and the temporarily impacted wetlands will be restored. A 50'-wide buffer consisting of wetland and prairie vegetation will be established along Hurley Creek.

Water quality use designation:

This reach of Hurley Creek is designated as Class A1 Primary contact recreational use. These are waters in which recreational or other uses may result in prolonged and direct contact with the water, involving considerable risk of ingesting water in quantities sufficient to pose a health

hazard. This reach of Hurley Creek is also designated as Class B(WW-1) which are waters in which temperature, flow and other habitat characteristics are suitable to maintain warm water game fish populations along with a resident aquatic community that includes a variety of native nongame fish and invertebrate species.

McKinley Lake is designated as Class A1 Primary contact recreational use. These are waters in which recreational or other uses may result in prolonged and direct contact with the water, involving considerable risk of ingesting water in quantities sufficient to pose a health hazard. McKinley Lake is also designated as a Class B(LW) Lakes and Wetlands. These are artificial and natural impoundments with hydraulic retention times and other physical and chemical characteristics suitable to maintain a balanced community normally associated with lake-like conditions. McKinley Lake is also designated as Class HH Human Health. These are waters in which fish are routinely harvested for human consumption or waters both designated as a drinking water supply and in which fish are routinely harvested for human consumption.

All surface waters in Iowa, including wetlands and those designated for Class "A", "B", and/or "C" are classified for the following general uses: livestock/wildlife watering, noncontact recreation, crop irrigation, industrial, agricultural, domestic, and other incidental withdrawal uses.

The Iowa Department of Natural Resources (IDNR) has issued this State 401 Water Quality Certification pursuant to Section 401 of the Clean Water Act. The Army Corps of Engineers (Corps) requires state Certification before a Section 404 permit can be issued. Section 401 Certification represents the IDNR's concurrence that the project certified is consistent with the Water Quality Standards of the state of Iowa as set forth in Chapter 61, Iowa Administrative Code.

Subject to the attached conditions, incorporated by reference herein, the IDNR has determined that there is reasonable assurance the proposed activities will be conducted in a manner that will not violate water quality standards of the state of Iowa.

GENERAL CONDITIONS

1. Prior to construction, the permittee is responsible for securing and for compliance with such other permits or approvals as may be required by the IDNR (i.e., Flood Plains), federal, state, or local governmental agencies for the project activities described.
2. You are encouraged to conduct your construction activities during a period of low flow.
3. Clearing of vegetation, including trees located in or immediately adjacent to waters of the state, shall be limited to that which is absolutely necessary for construction of the project. All vegetative clearing material shall be removed to upland, non-wetland disposal site.
4. All construction debris shall be disposed of on land in such a manner that it cannot enter a waterway or wetland. Construction equipment, activities, and materials shall be kept out of the water to the maximum extent possible. Equipment for handling and

conveying materials during construction shall be operated to prevent dumping or spilling the material into waterbodies, streams or wetlands except as approved herein. Care shall be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering waterbodies, streams or wetlands.

5. Erosion control features (i.e., silt fences, silt ditches, silt dikes, silt basins, etc.) must be installed to provide continuous erosion control throughout the construction and post construction period as well as the revegetation of all disturbed areas upon project completion. Where siltation control features have been reduced in capacity by 50% or more, the features shall be restored to their original condition with a minimum of delay.
6. All disturbed areas not covered with riprap shall be seeded with native grasses, excluding Reed Canarygrass (*Phalaris arundinacea*) or any aggressive or invasive species, during an optimal seeding period. If excavation and construction are completed outside an optimal seeding period, temporary erosion control protection shall be implemented immediately upon completion of excavation and construction and shall be maintained until such time as seeding can be completed during an optimal period. The applicant shall monitor revegetated areas continuously to assure success of revegetation. If rye is initially planted to stabilize the soil then native warm season grasses shall be planted during the following growing season.
7. Riprap shall consist of clean native fieldstone, clean quarry run rock or clean broken concrete. If broken concrete is used all reinforcement material shall be completely removed from it; if removal is not possible, said reinforcement material shall be cut flush with the flat surface of the concrete. It shall be the applicant's responsibility to maintain the riprap such that any reinforcement material that becomes exposed in the future is removed. The concrete pieces shall be appropriately graded and no piece shall be larger than 3 feet across the longest flat surface. No asphalt or petroleum based material shall be used as or included in riprap material.
8. A 50'-wide buffer consisting of wetland and prairie vegetation will be established along Hurley Creek.
9. Three riffle-pools shall be installed. The rock material shall be large enough to remain where placed even during high flow conditions and is to cover the width of the channel. The riffles should be keyed into the stream bed and bank. The downstream slope should be 20:1 or flatter and the structure must be fish passable.
10. Prior to construction begins, orange construction fencing will be installed around all areas to be avoided.

MITIGATION CONDITIONS

1. Mitigation work shall begin concurrent with the initiation of project construction. The mitigation work shall be completed within one year of the initiation of project construction on the site. The City of Creston (City) will notify the Corps and IDNR in writing upon the completion of the wetland mitigation plan. An as-built plan shall be submitted to the IDNR and to the Corps upon completion. The replacement wetland

shall be monitored annually and managed to confirm whether it has successfully replaced the function and values of the impacted wetlands after a five-year period. If, at the end of the fifth year, the expected water level is not achieved, more than 50 percent of the emergent vegetation is non-native, or if evidence exists that the replacement wetland is becoming less effective, then additional monitoring and/or corrective actions shall be taken to achieve the compensation ratio as originally approved. Annual monitoring reports shall be submitted to the IDNR and to the Corps' office by December 31 for at least five years following planting.

2. Future development or land-use conversion of the wetland mitigation area, or any part thereof, for any purpose which may interfere with or be detrimental to wetland functions, is prohibited without prior written approval from the IDNR and the Corps. The City of Creston provided a Letter of Assurance, dated July 6, 2015, stating that "the mitigation will be constructed in accordance with an accepted plans, that it will be maintained, that it will persistently exhibit wetland parameters, and that it will not be subject to uses incompatible with wetland functions and values." The mitigation site is required to be protected in perpetuity.
3. The mitigation concept proposed by the City shall be followed when constructing the mitigation site. The City will create 1.16 acres of emergent wetland to compensate for the impacts to 0.77 acre of emergent wetland.
4. The 1.43 acres of temporarily impacted wetland will be re-vegetated with native marsh emergent species.
5. The annual site surveys of the mitigation site shall assess the vegetation, hydrology, and soils. The results of each survey will be documented in an annual monitoring report. Annual monitoring reports shall be submitted to the IDNR and to the Corps by December 31 for at least five years following planting. The reports must include photos, a vegetative cover maps indicating dominant species in each area, an assessment of wetland hydrology according to the 1987 Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1) and Midwest Regional Supplement, maps with drawn boundaries indicating exactly what areas are wetland according to the '87 Manual and Midwest Regional Supplement, and any corrective actions taken or needed. All maps must be to scale and have the scale plainly labeled. The results of the annual monitoring will be documented on the Rock Island District Standard Mitigation Reporting Form available at: <http://www.mvr.usace.army.mil/Missions/Regulatory.aspx> - then click on "Wetland Mitigation", then click on "Wetland Mitigation Monitoring Reports". All annual monitoring reports shall be readable and formatted for 8.5" x 11" paper.
6. The City of Creston shall assume all liability for accomplishing any needed corrective work. Corrective work will be required if 1.16 acres of emergent wetland does not develop as wetland (according to the '87 Manual/Technical Report Y-87-1 and Midwest Regional Supplement) or if the Corps determines that the mitigation site is not developing satisfactorily. Remedial work may include grading and/or planting the mitigation site, or may require a new mitigation site. Corrective action may also require additional monitoring.