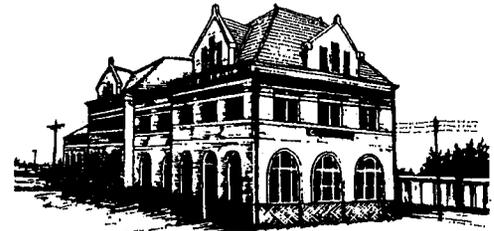


City of
CRESTON, IOWA

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: Gary Lybarger
COUNCIL: Ron Higgins, Rich Madison, Gabe Carroll,
Marsha Wilson, Dave Koets, Christine Nielsen,
Steve Wintermute
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CO-CITY ATTORNEYS: Todd Nielsen, Marion James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, September 6, 2016
6:00 p.m.
09/02/2016 2:09 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:** August 16, 2016 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i) **Total Claims** - \$323,182.43
 - ii) **Fund Transfers** - \$94,618.50
 - iii) **Parade Permits** – Creston High School – Homecoming Parade
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 can be taken.*
7. **New Business**
 1. **Public Hearing** on the matter of amending Ordinance 17-171 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PROVISIONS PERTAINING TO PLACING DEBRIS ON STREETS
 2. **Motion** to Establish First Reading of Ordinance 17-171 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, PROVISIONS PERTAINING TO PLACING DEBRIS ON STREETS
 3. **Public Hearing** on an easement request from Aureon (INS) to place buried cable in City right-of-way
 4. **Resolution** to approve easement request from Aureon (INS) to place buried cable in City right-of-way
 5. **Resolution** to approve WIRB Drawdown request of \$570.23 based on recommendation of the Park & Recreation Board
 6. **Appointment** with Amtrak to discuss possible lease of Restored Depot
 7. **Resolution** to special assess mowing nuisance abatements due to non-payment by property owners

8. **Resolution** to approve Final Draw #14 from NSP of \$12,189.00 and make payment of \$10,207.00 to SICOG for Administrative and Technical Services provided throughout the program
9. **Resolution** to approve proposal from Calhoun-Burns and Associates to conduct bridge structure inspections
10. **Resolution** to approve Partial Payment Estimate No. 2 to Herberger Construction Company in the amount of \$94,618.50 for work completed on the Adams Street Bridge Replacement Project and to submit Reimbursement Request of \$71,910.06
11. **Resolution** to approve an Agreement with Manatt's Inc. for the 2016 Sealcoat Maintenance Project per FY 2017 Budget
12. **Resolution** to approve advertising for sale 1994 Ford Ranger (Super) pickup, 4 cyl. with 123,847 miles
13. **Motion** to approve amended Color Run route for September 25th due to the Adams Street Bridge construction
14. **Motion** to approve temporary "No Parking" zone in front of Quilts & Other Notions at 209 W Montgomery Street on Thursday, September 22 through Saturday, September 24 to allow for bus parking

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL AUGUST 16, 2016

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 Lybarger presiding.

Roll call being taken with the following Council members present: Koets, Wilson, Carroll, Madison, Higgins and Nielsen. Wintermute was absent.

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

Wilson moved seconded by Madison to approve the consent agenda, which included approval of minutes of August 2, 2016, regular meeting; claims of \$276,209.35 and fund transfers of \$5,593.09; and liquor license renewals for Montgomery Street Pub, Fareway and Chuong Garden. All voted aye. Wintermute was absent. Motion declared carried.

During Public Forum, Brad Johnson, owner of BJ Storage, spoke to Council regarding the proposed ordinance on storage containers, and agrees there should be an ordinance for storage containers in residential areas and would like to be involved in the process of drawing up an ordinance.

Tina Parcher, 504 N. Oak, purchased her home in 2013. She was notified by the Waste Water Department that they would be cleaning out the sewer lines in her area, which ended up damaging her finished basement. The City's insurance carrier did settle with Ms. Parcher, and she was told by Public Works Director Kevin Kruse, that the City would be putting in a gate valve, but this has not happened yet. With the recent rains, her basement has flooded again and she would like to know what is going to be done to resolve this issue.

A resolution was offered by Madison seconded by Wilson to name the City of Creston Depositories and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Higgins, Nielsen and Koets voted aye. Wintermute was absent. Resolution declared passed.

Rick Johnson, United Development Group, LLC, met with Council to discuss Hibbett Sports coming into Creston. He's worked out the details to purchase more land and is asking the City of Creston for \$100,000 through deferred TIF money over a seven- to ten-year period.

Wilson moved seconded by Madison to move forward toward a Development Agreement with United Development Group, LLC, bringing Hibbett Sports to Creston, and allotting them \$100,000 through deferred TIF monies over a 10-year period. All voted aye. Wintermute was absent. Motion declared carried.

A resolution was offered by Madison seconded by Wilson to set a Public Hearing on September 6, 2016, at 6:00 p.m. for the purpose of accepting comment on the proposed amendments to Ordinance 17-171 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IWOA, 1996, PROVISIONS PERTAINING TO PLACING DEBRIS ON STREETS and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Higgins, Nielsen, Koets and Wilson voted aye. Wintermute was absent. Resolution declared passed.

Councilperson Madison suggested that a committee be formed to review the proposed ordinance for exterior storage containers and storage trailers, and they include Brad Johnson on the committee as well. The Committee will include Mayor Lybarger, Rich Madison, Dave Koets, Ron Higgins, Brad Johnson and Britt Minson. The Committee will bring suggestions back to Council at a later date.

A resolution was offered by Madison seconded by Wilson to approve an I & I Special Assessment request per the City Inflow & Infiltration Policy and authorize the Mayor and the Clerk to execute the proper documentation. Nielsen, Koets, Wilson, Carroll, Madison and Higgins voted aye. Wintermute was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Carroll to approve Final Drawdown #13 from the NSP Funds and repay the State of Iowa \$2,749.00 from unused program income funds and authorize the Mayor and Clerk to execute the proper documentation. Madison, Higgins, Nielsen, Koets, Wilson and Carroll voted aye. Wintermute was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to set a Public Hearing on September 6, 2016, at 6:00 p.m. for the purpose of accepting comment on an easement request from Aureon (INS) to place buried cable in City right-of-way and authorize the Mayor and Clerk to execute the proper documentation. Higgins, Nielsen, Koets, Wilson, Carroll and Madison voted aye. Wintermute was absent. Resolution declared passed.

A resolution was offered by Madison seconded by Wilson to approve the Annual Street Finance Report and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Higgins, Nielsen, Koets and Wilson voted aye. Wintermute was absent. Resolution declared passed.

Wilson moved seconded by Carroll to approve a new route and street closure request for the Southern Prairie YMCA Annual Balloon Days' Run on Saturday, September 17 at 8:00 a.m. All voted aye. Wintermute was absent. Motion declared carried.

Under Other, Councilperson Wilson wanted to know what the City can do with all the homeless cats, as the City Pound is full and there are numerous people out there that continue to feed these cats. Mike Taylor mentioned that other shelters are full and C.A.R.E. has been searching for farms that are willing to take extra cats.

Madison moved seconded by Wilson to adjourn the meeting. All voted aye. Wintermute was absent. Council adjourned at 6:33 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	GRMC BUSINESS HEALTH & WELLNESS	PRE EMPLOY PHYS-M PASHEK	1,050.00		
			CARPENTER UNIFORM CO &	FLASHLIGHT LOOP	25.98	
			BELT KEEPERS	14.99		
			UNIFORM PANTS	49.99		
			ATAC BOOTS	89.99		
		WINDSTREAM	PHONE	57.28		
		STALKER CHEVROLET	TPS SENSOR POLICE TRUCK	47.40		
			FLASHED ECM FOR TPS	100.00		
		KARL CHEVROLET GEO	INSTALL NEW CAMERAS	733.00		
		CRESTON MOTOR SUPPLY INC	DOORLOCK ACTUATOR	65.46		
			ANTIFREEZE RESERVOIR	106.79		
			SPARK PLUGS	41.52		
			WINDSHIELD WIPERS	33.96		
		PETTY CASH - MAINTENANCE	FARM&HOME-#18 DOOR SEAL	10.79		
		PETTY CASH - POLICE	USPS-STAMPS	47.00		
			USPS-POSTAGE	6.61		
		GARY KELLEY	REPLACE WINDOW CAR #18	200.00		
		SUPREME CLEANERS	UNIFORM CLEANING-AUG'16	42.50		
		WAL-MART COMMUNITY	SUPPLIES	13.72		
			TOTAL:	2,736.98		
		FIRE PROTECTION	GENERAL FUND	US CELLULAR	TABLET DATA PLANS-AUG'16	77.64
					AMERICAN TEST CENTER INC	AERIAL INSPECTION
				CRESTON PROF FIREFIGHTERS	T-SHIRTS FOR NEW RECRUITS	78.00
				FASTENAL	RIGHT TO KNOW CENTER	83.74
					(40) SAFETY GLASSES	51.39
				FIRE SERVICE TRAINING BUREAU	TESTING-ARMSTRONG	50.00
				WINDSTREAM	PHONE	226.83
IOWA ASSOC OF PROF FIRE CHIEFS	ANNUAL MEMBERSHIP			50.00		
CRESTON MOTOR SUPPLY INC	CABLE LUBE (LADDER)			32.94		
	4.0 BATTERY CABLE			218.74		
	FUSE BLOCK (WINCH)			9.39		
	COPPER LUGS (WINCH)			15.92		
	HOOKS & CLEVIS			40.53		
PETTY CASH - MAINTENANCE	KUM&GO-GAS FOR TRUCK #1			100.00		
WAL-MART COMMUNITY	PICTURE PRINTING/SUPPLIES			15.82		
	TOTAL:			1,610.94		
BUILDNG & HSNG SAFETY	GENERAL FUND			BRUCE, MIKE	REIMB RES PLUMBING INSPEC	398.00
		WINDSTREAM	PHONE		59.60	
		ECHO GROUP INC	TOOL/ELECTRICAL WORK	50.02		
		OFFICE MACHINES	OFFICE CHAIR	159.00		
			TOTAL:	666.62		
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC	EUTHANIZE CAT	6.95		
			EUTHANIZE CAT	6.95		
		FARM & HOME SUPPLY INC	(2) LIVE TRAPS	77.98		
		CRESTON MOTOR SUPPLY INC	OIL FILTERS	8.84		
			IGN/COIL	101.98		
			REAR AXLE BEARING	30.77		
		MISCELLANEOUS V KELLI RUTH	KELLI RUTH:SUCCESSFUL ADOP	20.00		
			TOTAL:	253.47		
AI	GENERAL FUND	FEDERAL AVIATION ADMINISTRATION	PAPI/REIL FLIGHT INSPECTIO	13,706.17		
			CLAPSADDLE-GARBER ASSOCIATES INC	PAPI/REIL CONSTRUCT SRVC	2,340.60	
		WINDSTREAM	PHONE	167.84		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SIRWA	WATER-AIRPORT/CEMETERY	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.16
			TOTAL:	17,601.77
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	MONTHLY COPIER CONTRACT	29.91
		GALE CENGAGE LEARNING	NEW BOOKS	72.14
			NEW BOOKS	52.62
			NEW BOOKS	80.56
			NEW BOOKS	97.84
			NEW BOOKS	57.16
		WINDSTREAM	PHONE	319.12
		INGRAM	CREDIT FOR MATERIAL RETURN	24.75-
			BOOKS	24.51
		ECHO GROUP INC	HANDICAP ENTRANCE BUTTON	324.72
		M & M SALES COMPANY	COPIER CONTRACT FY2016-17	419.10
		MICROMARKETING LLC	AUDIOBOOKS	121.48
			AUDIOBOOKS	35.00
			AUDIOBOOKS	35.00
		OFFICE DEPOT	CYAN TONER	247.16
		OVERDRIVE, INC.	BRIDGES EBOOK CONTENT FEE	947.06
		STATE LIBRARY OF IOWA	FY17 EBSCOHOST DATAB	416.70
			FY17 BRIDGES E-BOOK	58.00
		WAL-MART COMMUNITY	PAPER TOWELS/BAND AIDS	31.24
			SUPPLIES	17.80
			TOTAL:	3,362.37
PARKS	GENERAL FUND	PAULUS CONCRETE LLC	CONCRETE SHELTER	2,580.00
		HUDDLESON, ZAC	GRIND TREE STUMPS	2,910.00
			GRIND TREE STUMPS	150.00
			GRIND TREE STUMPS	150.00-
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET/PARK/CEMET	8.00
			UNIFORMS-STREET/PARK/CEMET	8.00
			UNIFORMS-STREET/PARK/CEMET	8.00
		NORTHLAND PRODUCTS CO	SERVICE CLEANING UNIT	110.95
		CRESTON CITY WATER WORKS	WATER-PARK FOUNTAIN	284.05
			WATER-RAINBOW PARK	35.64
			WATER-TAYLOR PARK	9.07
			WATER-MCKINLEY PARK	22.68
			WATER-HISTORICAL COMPLEX	9.07
			WATER-CAMPGROUND	59.62
			WATER-MCKINLEY PARK	502.75
		THOMAS P EAGAN	POOL SLIDE SWITCH	182.00
			POOL SWITCH/WALKING TRL LG	75.00
			POOL SWITCH/WALKING TRL LG	182.00-
		FARM & HOME SUPPLY INC	SHURFLO CHEMICAL PUMP	129.95
		WINDSTREAM	PHONE	55.15
		ECHO GROUP INC	GLOBES/BULBS WALKING TRL	176.78
		RJ'S PORTABLES	PORTA-POTTIE CAMPGROUND	75.00
		WAL-MART COMMUNITY	RAKE	11.43
			WATER/GATORADE/SOAP/SUPPL	82.67
			CLEANING/POOL SUPPLIES	191.79
			TOTAL:	7,345.60
RE ON	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-MCKINLEY BALLFIELD	9.07
			WATER-SEARS COMPLEX	9.07
			WATER-BILL SEARS FOUNTAIN	9.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WINDSTREAM	PHONE	59.60
		ECHO GROUP INC	BULBS/FUSES FOR COMPLEX	153.51
			BULBS/FUSES FOR COMPLEX	86.34
			TOTAL:	326.66
CEMETERY	GENERAL FUND	AKIN BUILDING CENTER	(12) 1/4 IN PLYWOOD	237.48
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET/PARK/CEMET	4.00
			UNIFORMS-STREET/PARK/CEMET	4.00
			UNIFORMS-STREET/PARK/CEMET	4.00
		AGRIVISION EQUIPMENT GROUP	BRAKE PADS/OIL CHG GATOR	149.44
			BRAKE PADS/OIL CHG GATOR	12.72
		WINDSTREAM	PHONE	57.28
		CRESTON MOTOR SUPPLY INC	PARTS - MOWER	6.26
		SIRWA	WATER-AIRPORT/CEMETERY	33.00
			TOTAL:	508.18
SWIMMING POOL	GENERAL FUND	SOUTHERN IOWA VENDING	CONCESSIONS FOR POOL	855.00
		CRESTON CITY WATER WORKS	WATER SLIDE REPAIR	156.00
		THOMAS P EAGAN	WALKING TRAIL LIGHTS	75.00
			POOL SWITCH/WALKING TRL LG	182.00
			POOL SWITCH/WALKING TRL LG	75.00-
		WINDSTREAM	PHONE	62.64
		WAL-MART COMMUNITY	POOL CHEMICALS	40.60
			SUPPLIES	16.48
			SUPPLIES	8.98
			SUPPLIES	21.98
			TOTAL:	1,343.68
EC DEVELOPMENT	GENERAL FUND	ECHO GROUP INC	TOOL/ELECTRICAL WORK	46.66
			TOTAL:	46.66
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-AUG'16	734.42
		ACCESS TECHNOLOGIES, INC	COPIER LEASE	255.88
		WOODS, WARREN	WEBSITE MAINT-AUG'16	150.00
		WILLIAMSON, LISA	REIMB MILEAGE-SWICCA MTG	75.71
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	45.15
		CRESTON PUBLISHING CO	NEWSPAPER SUBSCRIPT 9/16-8	120.00
		WINDSTREAM	PHONE	367.32
		ALLIANT ENERGY-INT PWR&LGH	1001 W JEFFERSON-ELEC & GA	58.33
			ELEC & GAS-1707 W ADAMS	37.22
		IOWA CODIFICATION INC	AUG'16 SUPPLEMENT	243.00
		IOWA MUNICIPAL FINANCE OFFICERS ASSOC	IMFOA FALL CONF-LISA	125.00
		SICOG	NSP ADMINISTRATIVE & TECH	10,207.00
			NSP ADMINISTRATIVE & TECH	10,207.00-
			08-NSP-005 PROF ADMIN SVCS	4,512.00
			08-NSP-005 TECH SVCS/LEAD	5,695.00
			TOTAL:	12,419.03
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, PC	PROF SERVICES-EMPLOYEE MAT	742.50
			TOTAL:	742.50
CITY HALL	GENERAL FUND	IOWA DIVISION OF LABOR SERVICES	BOILER INSPECT FEES-CITY H	40.00
		CRESTON CITY WATER WORKS	WATER-CITY HALL	31.10
		KONE INC (DES MOINES)	ELEVATOR REPAIR	1,064.48
			TOTAL:	1,135.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	ADD'L VEHICLES	485.00
			TOTAL:	485.00
ROAD MAINTENANCE	ROAD USE TAX	MURPHY HEAVY CONTRACTING CORP	1986T CONCRETE CRUSHING	14,398.50
		PAULUS CONCRETE LLC	REPLACE SIDEWALK	9,157.00
		CHRISTENSEN, TRAVIS	SAFETY GLASSES ALLOWANCE	90.00
			WORK BOOT ALLOWANCE	99.88
		PARSONS, TJ	WORK BOOT ALLOWANCE	100.00
		GRMC BUSINESS HEALTH & WELLNESS	RANDOM DRUG SCREEN-JOHNSTO	80.00
		CINTAS CORPORATION NO 2	MEDICAL SUPPLIES	34.89
		AKIN BUILDING CENTER	ROOF CEMENT	43.49
		OMG MIDWEST, INC.	2.5 YDS M-4	477.94
			M-4	1,011.75
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET/PARK/CEMET	71.60
			UNIFORMS-STREET/PARK/CEMET	47.92
			UNIFORMS-STREET/PARK/CEMET	127.50
		NORTHLAND PRODUCTS CO	SERVICE CLEANING UNIT	110.95
		AGRIVISION EQUIPMENT GROUP	BOLTS/LOCKNUTS-SKIDLOADER	40.90
		CRESTON CITY WATER WORKS	WATER-CITY BARN	9.07
			WATER-CITY SHOP	67.29
		DIAMOND VOGEL PAINTS	5 GAL WHITE PAINT	849.20
		FARM & HOME SUPPLY INC	PAINT/SELF DRILL SCREWS	5.29
			PAINT/SELF DRILL SCREWS	25.04
		FASTENAL	MSDS BINDER	111.87
			CASE OF WD-40	88.47
			BOLTS/NUTS/WASHERS	17.24
		WINDSTREAM	PHONE	180.50
		ROBERT WINTERMUTE	DOOR SIGNS-JOHN'S TRUCK	70.00
		STALKER CHEVROLET	SHIFT SPRINGS	24.46
		IOWA PRISON INDUSTRIES	VARIOUS SIGNAGE	950.15
		CRESTON MOTOR SUPPLY INC	CANS OF SEAFOAM	191.76
			CANS-CITRUS CLEANER	83.76
			BULK 5/30 OIL	417.00
			BULK 15/40 OIL	740.80
			BULK ANTIFREEZE	378.95
			AIR FILTERS-SKID LDR	99.82
			3157 AUTO BULBS	7.40
			GRINDING WHEEL	18.19
			WELDING HELMET	89.99
			PROPANE TORCH	94.57
		OFFICE DEPOT	BLACK PENS	4.67
		PETTY CASH - MAINTENANCE	POKORNY-CONCRETE SAW GAS	17.25
		SCHILDBERG CONSTRUCTION COMPANY INC	500T CLASS D ROAD ROCK	133.76
			300T 3/8" CHIPS	491.79
			300T 3/8" CHIPS	493.46
			500T CLASS D ROAD ROCK	1,052.95
			300T 3/8" CHIPS	761.63
			500T CLASS D ROAD ROCK	1,329.86
			TOTAL:	34,698.51
ADMIN-STREETS (ENGINR)	ROAD USE TAX	WINDSTREAM	PHONE	59.60
			TOTAL:	59.60
SE	ROAD USE TAX	THE HARTFORD	POLICY #866519-GROUP LIFE	417.60
		LAMAIR-MULOCK-CONDON CO.	EMPLOYEE BENEFIT SERVICE F	5,000.00
			TOTAL:	5,417.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE FORFEITURE	POLICE FORFEITURE	K & J HARDWARE INC	DOG FOOD	31.99
			TOTAL:	31.99
MC KINLEY PARK RENOVAT RESTRICTED GIFTS-M		SNYDER & ASSOCIATES, INC.	WATER QUAL IMPROV PHASE 1	2,793.75
			WATER QUAL IMPROV PHASE 1	86.40
		WAL-MART COMMUNITY	FLOATS/FISHHOOKS	236.00
			TOTAL:	3,116.15
LIBRARY (RESTRICTED GIF RESTRICTED GIFTS-L		MARKETING KINETICS LLC	MONTHLY CONTRACT-AUG'16	8,983.00
		INGRAM	ISSB & ADOPT AN AUTHOR	14.95
			ISSB & ADOPT AN AUTHOR	18.77
			ISSB & ADOPT AN AUTHOR	8.99
			TOTAL:	9,025.71
DEBT SERVICE	DEBT SERVICE	AHLERS & COONEY, P.C.	PROF SVCS-2016B GO BOND	8,750.80
			PROF SVCS-2016A REFUNDING	7,273.47
			PROF SVCS-2106 DISCLOSURE	6,000.00
			TOTAL:	22,024.27
CAPITAL PROJECTS	CAPITAL PROJECTS F	HERBERGER CONSTRUCTION	ADAMS ST BRIDGE PROJECT	94,618.50
			TOTAL:	94,618.50
SANITARY SEWER/WASTWTR SEWER OPERATING FU		TESTAMERICA LABORATORIES, INC	BODS/PILOT STUDY/WEEKLY	599.50
			WEEKLY TESTING	502.50
			BODS/WEEKLY TESTING/PILOT	646.50
			WEEKLY TESTING/PILOT STUD	341.00
			SAMPLE/PILOT STUDY/BODS	47.00
			DMRQA STUDY 36 BILLING	75.00
		HUDDLESON, ZAC	GRIND TREE STUMPS	150.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-WWTP	28.50
			UNIFORMS-WWTP	28.50
			UNIFORMS-WWTP	28.50
		CENTRAL PUMP & MOTOR, LLC	PUMP FLAPPER	930.00
			SOUTH LIFT PUMP REPAIR	4,658.00
		COOK VIDEO & APPLIANCE	110 WINDOW A/C-OFFICE	375.00
		CRESTON CITY WATER WORKS	WATER-WWTP	277.08
		FARM & HOME SUPPLY INC	4 PR RUBBER GLOVES	25.64
			(7) PIPE FITTINGS	27.72
			FITTINGS	1.85
		FASTENAL	ALL THREAD/NUTS/WASHERS	29.93
			HAND SANITIZER	47.17
			HAND SANITIZER	43.54
		WINDSTREAM	PHONE	438.78
		GIZA LANDSCAPING & LAWN CARE, LLC	RPR SWR MAIN-PRAIRIE ST	1,200.00
		HACH COMPANY	1486510 BOD STD	42.09
			2283556 BUFFER	50.25
			2283656 BUFFER	50.25
			2369400 CLIPPERS	38.50
			42849 CALCIUM CHLORI	45.70
			43149 BUFFER	36.90
			43049 MAG SULFATE	30.90
			42953 FARRIC CHLORID	17.55
			FREIGHT	30.89
		ECHO GROUP INC	(4) OCCUPANCY SENSORS	201.14
			FUSES	18.27
		HYDRO-KLEAN	CLEAN EAST LIFT STATION	2,157.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JETCO INC	(3) FLOW METER CALIBRATIO	473.45
			BYPASS FLOW METER	4,639.60
			REPAIR EAST LIFT STATION	879.70
		MC MASTER-CARR SUPPLY CO	1202T3 CLOCK/FREIGHT	102.75
		MUNICIPAL PIPE TOOL CO	DEBRIS BASKET	273.15
			CAMERA REPAIR	415.84
			SEWER JET NOZZLE	845.12
		CRESTON MOTOR SUPPLY INC	BELTS/CASE WD30 OIL	95.82
		O'HALLORAN INTERNATIONAL INC	AIR BAGS-WWTP HAUL TRUCK	103.67
			AIR BAGS-WWTP HAUL TRUCK	103.67
		O'REILLY AUTOMOTIVE INC	WIRE/ZIP TIES/PLIERS	31.47
		PETTY CASH - MAINTENANCE	FARM&HOME-BOILER RELIEF PI	3.30
		REGION IV IA WATER ENVIRONMENT	IAWEA FALL MEETING-MIKE	32.00
		USA BLUE BOOK	48231 FLOAT SWITCHES	146.95
			FLOAT SWITCH	83.44
			TOTAL:	21,451.28
ANIMAL CONTROL	ANIMAL SHELTER *AG	ADAIR CO VET CLINIC	VACC DOG FOR DEBRA TURNER	50.00
		CRESTON VET CLINIC PC	SPAY CAT "DUTCHESS"-AKERS	102.00
			SPAY CAT "BELLA" - AKERS	102.00
			MED & BOARD DOG "SHILOH"	101.50
			TEST/VACCINATE DOGS	254.90
			SPAY CAT-JOHN ADAMS	102.00
		SOUTHERN HILLS VET SVC INC	TEST/TREAT CAT "WILLOW"	32.50
			VACC/WORM-FELIX&FELI	34.32
			TNR DEANN SCHULTZ CAT #2	125.00
			EUTHANIZE POUND CAT	10.00
			EXAM/TREAT CAT "WILLOW"	14.50
		JONES, MICHELLE	REIMBURSE-LOGO INK PENS	120.78
			TOTAL:	1,049.50

===== FUND TOTALS =====

001	GENERAL FUND	50,585.04
110	ROAD USE TAX	34,758.11
112	PAYROLL TAX BENEFIT	5,417.60
120	POLICE FORFEITURE	31.99
166	RESTRICTED GIFTS-MCKNLY P	3,116.15
167	RESTRICTED GIFTS-LIBRARY	9,025.71
200	DEBT SERVICE	22,024.27
301	CAPITAL PROJECTS FUND	94,618.50
610	SEWER OPERATING FUND	21,451.28
953	ANIMAL SHELTER *AGENCY FU	1,049.50
GRAND TOTAL:		242,078.15

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 09/06/16

SELF FUNDING INSURANCE

SISCO	CLAIMS	749.87
SISCO	MONTHLY PREMIUM	55,913.38
KABEL	MONTHLY FEE	<u>50.00</u>
SELF FUNDING INSURANCE	TOTAL	\$ 56,713.25

FINANCE DEPARTMENT

UNION CO RECORDER	RECORDING FEES	<u>12.00</u>
FINANCE DEPARTMENT	TOTAL	\$ 12.00

BUILDING DEPARTMENT

UNION CO RECORDER	RECORDING FEES	<u>60.00</u>
BUILDING DEPARTMENT	TOTAL	\$ 60.00

AIRPORT

CITY SERVICE VALCON	AVIATION FUEL	<u>24,319.03</u>
AIRPORT	TOTAL	\$ 24,319.03

MANUAL CHECKS/DEBITS TOTAL

\$ 81,104.28

FUND TRANSFERS FOR PERIOD ENDING:

09/07/16
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 94,618.50	122 L.O.S.T.-STR/SWR RPR/RPLC(50%)	301 CAPITAL PROJECTS FUND	122 3-6910	94,618.50	
			301 3-4830		94,618.50
			122 1110		94,618.50
			301 1110	94,618.50	

FOR: ADAMS STREET BRIDGE PROJECT
VENDOR: HERBERGER CONSTRUCTION



Creston High School

REC'D SEP 02 2016

Home of the Panthers

601 West Townline
Creston, Iowa 50801

Phone 641-782-2116
Fax 641-782-9502

Mr. Bill Messerole, Principal
Mr. Jeff Bevins, Asst Prin/Ath Dir

"To educate all students and encourage them to become creative, responsible, tolerant citizens"

August 30, 2016

Mr. Gary Lybarger
Mayor of Creston
116 West Adams
Creston, Iowa 50801

Dear Mayor Lybarger:

The Creston Senior High School would like to request that a permit be granted to hold the homecoming parade on the streets of Creston on the afternoon of **September 23, 2016**.

The parade route is as follows: Parade will start at the corner of Sycamore and Devoe and the route will be south on Sycamore to Adams, east on Adams to Maple, and north on Maple. At that point the parade will generally disband near the Gibson Memorial Library. Also, we would like the side streets to be available one block east and west of Sycamore (Seneca, Buckeye, Prairie) for participants to park until it is their turn to pull into the parade route.

We appreciate your support and hope that several Creston businesses and organizations will participate. Registration forms may be picked up in the high school office. If you have any questions, please call our high school office (782-2116).

Sincerely,

Bill Messerole
Principal

Park and Recreation

Meeting Minutes

August 30, 2016

I. Call to order

John Kawa called to order the regular meeting of the Park and Recreation Board at 5:30pm on August 30, 2016 at the Restored Depot.

II. Roll call

John Kawa conducted a roll call. The following persons were present: Mark Huff, Gary Borcharding, John Kawa, Jane Brown, Nancy Anthony, Marion Wagner..

III. Approval of minutes from last meeting

John Kawa read the minutes from the last meeting. The minutes were approved as read.

IV. Open issues

- a) The Board approved payment to Snyder and Associates for 2,880.15 from MPRGF. Motion... Kawa. Second... Borcharding. All voted aye . Motion carried.
- b) The Board met with Nancy Anthony and Marion Wagner about the possibility of building a dog park in Mckinley or Taylor Park. No site was decided upon at this time pending determining the size and cost of project.
- c) Huff told the Board that the YMCA will be holding their annual 5K Balloon Day Run on September 17.
- d) The Board recommended that the City Council approve the WIRB drawdown of 570.23.
- e) Huff told the Board that the Boy Scouts will be cleaning up the debris in the lake on September 10th.
- f) The Board discussed having the Comedy Show on February 11, 2017, instead of early March next year.
- g) The Board discussed the projects to be done with memorial money from Randy White. The projects that will be done will be to replace the roof on shelter house #5 and putting electricity in shelters 7 & 8.

Adjournment

John Kawa adjourned the meeting at 6:50pm

Minutes submitted by: Mark Huff

Minutes approved by:

Chairman-----

Secretary-----

RESOLUTION NO. ?? – 17

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 2016; 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 –

(2)100 S Stone – N 62.5 FT Lot 4, S & E Lake View Addition; Parcel #24010-420-006-50	\$1,391.64
805 E Howard – E-2 Lots 169-170, McDonald's North, Section B; Parcel #24010-400-066-00	\$250.00
(2) 405 N Cherry – Lot 16, McDonald's North, Section A; Parcel #24010-390-013-00	\$500.00
318 N Division – N 65' Lot 1, West Creston, Section A; Parcel #24010-340-002-00	\$325.00
604 S Maple – Lot 249, Original Plat; Parcel #24010-320-220-00	\$250.00
609 N Maple – Lot 11, Block 1, 2 nd Northern; Parcel #24010-520-011-00	\$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.

BUDGET FY		General Accounting Expenditure								DOCUMENT NUMBER						
2017		DATE 09/06/2016				ACCTG PERIOD (mm/yy) 9/13/16				14-final						
VENDOR CODE						AGENCY NAME										
VENDOR NAME AND ADDRESS						BILL TO ADDRESS (ORDERING AGENCY)				SHIP TO ADDRESS						
City of Creston PO Box 449 Creston, Iowa 50801						Iowa Department of Economic Development 200 E. Grand Ave. Des Moines, Iowa 50309										
TERMS		FOB		ORDER APPROVED BY						GOODS RECEIVED/SERVICES PERFORMED						
										DATE INITIALS						
QUANTITY		VENDOR'S INVOICE NUMBER														
		Report Number: 14-final														
ORDERED	RECEIVED	UNIT OF MEASURE							UNIT PRICE	TOTAL PRICE						
			Request for Payment - Federal NSP Contract Number: 08-NSP-005							12,189.00						
								DOCUMENT TOTAL				12,189.00				
CLAIMANT'S CERTIFICATION								AGENCY CERTIFICATION								
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.								I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:								
DATE		09/06/2016		TITLE		Mayor		CODE OR CHAPTER SECTION(S)								
CLAIMANT'S SIGNATURE								AUTHORIZED SIGNATURE								
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX)	DOC NUMBER			DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY			
GAX																
VENDOR CODE		ADDR OVERRIDE		F/A INDICATOR	EFT IND	TEXT -po's only (Y/N)			TEXT (po's only)							
					Y											
REF DOC TYPE		REF DOC NUMBER			REF DOC LINE		COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT				
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0340	269	4850				4125									
02																
03																
04																
05																
07																
												DOCUMENT TOTAL				

GAX

WARRANT #

AUDITED BY

PAID DATE



SOUTHERN IOWA COUNCIL OF GOVERNMENTS

Southern Iowa Development Group, Inc.
Southern Iowa COG Housing Trust Fund, Inc.

P.O. Box 102
101 East Montgomery St.
Creston, Iowa 50801-0102

Telephone 641.782.8491
Facsimile 641.782.8492
e-mail SICOG@sicog.com

Marvin McCann,
Chairperson,
Clarke County

Aaron Price,
Vice-Chairperson,
Madison County

John Twombly,
Secretary,
Adair County

Ron Riley,
Treasurer,
Union County

Linda England
Adams County

J. R. Cornett
Decatur County

Royce Dredge
Ringgold County

Karen Zabel,
City of Lenox

Doug Davidson
Private Sector Representative

William Trickey
Private Sector Representative

Michelle Tullberg
Private Sector Representative

Beth Waddle
Private Sector Representative

Tom Lesan
Member-At-Large

September 2, 2016

Gary Lybarger, Mayor
City of Creston
City Hall
116 W. Adams - P.O. Box 449
Creston, IA 50801

RE: Neighborhood Stabilization Program - 08-NSP-005 (Invoice #3-final)

Professional Administrative Services for the above referenced project under terms of the Agreement dated May 1, 2009.

Balance Due \$4,512.00

TOTAL DUE \$ 4,512.00

Thank you,

Timothy Ostroski
JKB

Timothy J Ostroski
Executive Director



Grantsmanship

Planning

Technical Assistance



SOUTHERN IOWA COUNCIL OF GOVERNMENTS

Southern Iowa Development Group, Inc.
Southern Iowa COG Housing Trust Fund, Inc.

P.O. Box 102
101 East Montgomery St.
Creston, Iowa 50801-0102

Telephone 641.782.8491
Facsimile 641.782.8492
e-mail SICOG@sicog.com

- Marvin McCann,
Chairperson,
Clarke County
- Aaron Price,
Vice-Chairperson,
Madison County
- John Twombly,
Secretary,
Adair County
- Ron Riley,
Treasurer,
Union County
- Linda England
Adams County
- J. R. Cornett
Decatur County
- Royce Dredge
Ringgold County
- Karen Zabel,
City of Lenox
- Doug Davidson
Private Sector Representative
- William Trickey
Private Sector Representative
- Michelle Tullberg
Private Sector Representative
- Beth Waddle
Private Sector Representative
- Tom Lesan
Member-At-Large

September 2, 2016

Gary Lybarger, Mayor
City of Creston
City Hall
116 W. Adams - P.O. Box 449
Creston, IA 50801

RE: Neighborhood Stabilization Program - 08-NSP-005 (Invoice #4-final)

Technical Services and Lead Hazard carrying costs for the above referenced project under terms of the Agreement dated May 1, 2009.

Balance Due	\$ 5,695.00
-------------	-------------

TOTAL DUE	\$ 5,695.00
-----------	-------------

Thank you,

Timothy Ostroski
 Timothy J Ostroski JKB
 Executive Director



Grantsmanship

Planning

Technical Assistance

NSP Draws for admin and technical services

09/02/2016 11:12

Obligation Amount - total maximum payment

General admin	\$ 18,045.00
Additional admin from program income	\$ 4,512.00
Technical services	\$ 21,000.00
Total	\$ 43,557.00

<u>Admin</u>						
<u>Invoice #</u>	<u>Billed date</u>	<u>Paid to SICOG</u>	<u>Amount</u>	<u>Drawn from IEDA</u>	<u>Paid to city</u>	<u>Outstanding</u>
1	11/30/2011	12/22/2011	\$ 16,201.00	Yes	\$ 16,201.00	
2	11/30/2012	01/17/2013	\$ 1,844.00	No		\$ 1,844.00
3	09/02/2016	not yet pd	\$ 4,512.00	No		\$ 4,512.00
Total			\$ 22,557.00		\$ 16,201.00	\$ 6,356.00
Remaining available			\$ -			

<u>Technical Services</u>						
<u>Invoice #</u>	<u>Billed date</u>	<u>Paid date</u>	<u>Amount</u>			
1	11/30/2011	12/22/2011	\$ 6,062.00	Yes	\$ 6,062.00	
2	11/30/2012	01/17/2013	\$ 2,887.00	No		\$ 2,887.00
3	08/11/2016	08/17/2016	\$ 6,356.00	Yes	\$ 6,356.00	
4	09/02/2016	not yet pd	\$ 5,695.00	No		\$ 5,695.00
Total			\$ 21,000.00		\$ 12,418.00	\$ 8,582.00
Remaining available			\$ -	Totals	\$ 28,619.00	\$ 14,938.00

Total amount that can be drawn	\$ -				Check to be returned by IEDA:	\$ 2,749.00
					Total CDBG draw 14-final:	\$ 12,189.00
					Total to be paid to SICOG:	\$ 10,207.00
					Total to be retained by City:	\$ 4,731.00

AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2016 ("Effective Date") between the City of Creston, Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2017 bridge inspection and load rating in the City of Creston, Iowa ("Assignment").

Description of Engineer's Services:

- Routine visual inspection for six (6) bridges - Attachment A
- Updated channel cross sections for four (4) bridges – Attachment A
- Updated load rating calculations for five (5) bridges – Attachment A
- Includes update of the scour evaluation if authorized; does not include level C scour
- Above work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

6.01 Successors, Assigns, and Beneficiaries

A. City and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

- 1. Routine Visual Inspections: Lump Sum = \$ 1,740.00
- 2. Updated Channel Cross Sections: Lump Sum = \$ 400.00
- 3. Updated Load Rating Computations: Per Hourly Billing Rates.
Budgeted Amount = \$ 1,500.00
- 4. If Requested, Updated Level A or B Scour Evaluations: Per Hourly Billing Rates.

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

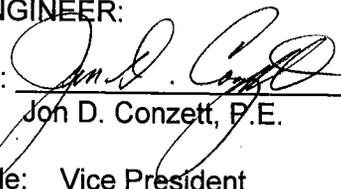
CITY:

By: _____
Gary Lybarger

Title: Mayor

Date: _____

ENGINEER:

By:  _____
Jon D. Conzett, P.E.

Title: Vice President

Date: 8/30/16

ATTACHMENT A

**CITY OF CRESTON, IOWA
BRIDGE INSPECTION AND RATING PROGRAM - 2017**

1. A routine inspection shall be performed and completed reports submitted on the following bridges:

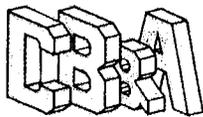
FHWA NO.	LOCATION
002720	Adams Street
002741	Spencer Street
002760	Lincoln Street
002771	Spruce Street
002780	Sycamore Street
002791	Oak Street

2. Updated channel cross sections shall be obtained and completed reports submitted on the following bridges:

FHWA NO.	LOCATION
002720	Adams Street
002760	Lincoln Street
002771	Spruce Street
002780	Sycamore Street

3. Load rating calculations shall be updated and reports submitted for the following bridges:

FHWA NO.	LOCATION
002741	Spencer Street
002760	Lincoln Street
002771	Spruce Street
002780	Sycamore Street
002791	Oak Street



CALHOUN-BURNS AND ASSOCIATES, INC.
BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

ATTACHMENT B

HOURLY BILLING RATES (EFFECTIVE JULY, 2016)

PRINCIPAL OF FIRM IV	\$ 192.00 / HOUR
PRINCIPAL OF FIRM III	\$ 185.00 / HOUR
PRINCIPAL OF FIRM II	\$ 179.00 / HOUR
PRINCIPAL OF FIRM I	\$ 172.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 158.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 152.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 147.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 141.00 / HOUR
PROJECT MANAGER IV	\$ 149.00 / HOUR
PROJECT MANAGER III	\$ 141.00 / HOUR
PROJECT MANAGER II	\$ 135.00 / HOUR
PROJECT MANAGER I	\$ 128.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 138.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 130.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 121.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 113.00 / HOUR
PROJECT ENGINEER IV	\$ 125.00 / HOUR
PROJECT ENGINEER III	\$ 118.00 / HOUR
PROJECT ENGINEER II	\$ 110.00 / HOUR
PROJECT ENGINEER I	\$ 103.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 114.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 105.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 96.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 87.00 / HOUR
DESIGN ENGINEER IV	\$ 109.00 / HOUR
DESIGN ENGINEER III	\$ 101.00 / HOUR
DESIGN ENGINEER II	\$ 99.00 / HOUR
DESIGN ENGINEER I	\$ 85.00 / HOUR
ENGINEER INTERN	\$ 74.00 / HOUR
SENIOR TECHNICAN IV	\$ 118.00 / HOUR
SENIOR TECHNICAN III	\$ 112.00 / HOUR
SENIOR TECHNICAN II	\$ 107.00 / HOUR
SENIOR TECHNICAN I	\$ 101.00 / HOUR
TECHNICIAN IV	\$ 99.00 / HOUR
TECHNICIAN III	\$ 96.00 / HOUR
TECHNICIAN II	\$ 93.00 / HOUR
TECHNICIAN I	\$ 90.00 / HOUR
OFFICE MANAGER	\$ 126.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 87.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 82.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 78.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 73.00 / HOUR

MILEAGE:
EXPENSES:

CURRENT IRS STANDARD RATE
ACTUAL COST

Hourly rates shall be adjusted annually in accordance with Consulting Engineers' normal business practice.



16 North Taft Street
PO Box 632 • Humboldt, IA 50548
(515)332-4208 office • (515)332-3653 fax

PROPOSAL AND ACCEPTANCE

Blacktop Service Co. submits the following proposal to City of Creston. Said proposal must be accepted by _____ or the same is withdrawn. Once accepted, executed by both parties and delivered, this proposal shall become a valid and enforceable contract.

The work shall consist of the following:

Single Seal Coat @ \$1.50/SY and Double Seal Coat @ \$3.00/SY

Unless we have inclement weather, we guarantee to have the project completed by the end of September 2016.

In exchange for the above-described work, _____ shall pay Blacktop Service Co. the sum of Dollars and cents (\$_____).

A down payment for mobilization shall be paid to Blacktop Service Co. in the sum of _____ Dollars and cents (\$_____) before work is commenced, and the balance shall be due upon completion. There will be a two percent (2%) per month service charge on any payments delinquent more than thirty (30) days after the invoice date.

Check the following, if appropriate:

This project is exempt from Iowa sales tax (must send sales tax exempt certificate prior to start of project, see enclosed instructions)

The contract amount is based on an estimate and the final price shall be based on actual time and material at the following rates:

Single Seal Coat @ \$1.50/SY

Double Seal Coat @ \$3.00/SY

BLACKTOP SERVICE CO.

By: Gary Winters

9/1/2016

Date

I/we accept the above proposal.

58,500 x 1.50 = 87,750
SSYd. 878715

By _____

Date _____

Initials for acceptance of Additional Terms on reverse side

FAX 641-782-6377

ATT. John

cell. 515 707 0855



Ronald Pearce Asphalt Paving Serving the State

855 573 2723

Chip & Seal • Parking Lots • Driveways Farm Lanes • Patching Holes • 5000 sq. ft.

Proposal Submitted To

Name ATT. John

Street _____

City _____

State _____ Zip _____

Telephone Number _____

Work To Be Performed By

Street _____

City URBANDALE State IA

Date of Plans 8-29-16

Contractor R Pearce

Description of work

FOR COAT OF HOT ASPHALT OR
DOWN WITH ONE COAT

527,200 sq ft x 1.200

CHECK PAYABLE TO:
RONALDPEARCE

Total Price \$ 632,640

Deposit \$ _____

Balance \$ _____

ACCEPTANCE OF PROPOSAL & CONTRACT

I have read the description of work and fully understand its complete contents. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Contractor not responsible for pre-mix materials, low spots, tire impressions and vegetation growth. Property owner understands and agrees that said price is the contractors price and does not reflect on any other contractors prices, high or low. Other contractors do not set this contractors above price and terms. Therefore not to compare price or workmanship, but agrees only to price, terms and conditions of this contract agreement. And or specification listed above. To be paid in full upon completion of job. If anyone other than contractor or property owner seals or repairs said work all warranties written expressed or implied are void.

Signature: _____ Date: _____ Signature: _____ Date: _____
customer's authorization contractor

NOTICE OF CANCELLATION

Date of sale _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or phone _____ not later than midnight of _____

Winstan



16 North Taft Street
 PO Box 632 • Humboldt, IA 50548
 (515) 332-4208 office • (515) 332-3653 fax

No.	Street	Type of Work	From	To	Size	Sq. Yards	Patch	Cost
1	Mills	S.C.	Grand Ave	N. Ash	19 x 850	1794	1.55	2780.90
2	N. Ash	D.S.C.	Mills	E. Summit	20 x 710	1578	2.10	4891.80
3	Grand		(660) Homestyle	E. Howard	18 x 1210	2480	1.55	3751.00
	N. Cedar		Howard	Adams St	24 x 1015	2707	1.55	4195.85
	E. Irving		Chestnut	So. Phar	20 x 260	1244	1.55	1938.20
	Harris		Cherry	N. Vine	22 1/2 x 250	625	1.55	968.15
	Carpenter	D.S.C.	Vine	Birch	27 x 300	900	3.10	2790.00
	Prairie		Maple	E. M	26 x 300	867	1.55	1343.85
	Oak		Buckeye	Town Line St.	22 x 350	856	1.55	1326.80
	Spina		S. side bridge	Irving	23 1/2 x 470	1227	1.55	1901.84
	Spencer		Bad area's		19 x 180	380	1.55	589.00
	Spencer	D.S.C.	Summer	Lincoln	26 x 780	2253	3.10	6984.90
	Howard	D.S.C.	Lincoln	Stone	21 x 400	933	3.10	2898.30
	Stone		Howard	W. Adams	23 x 1280	3271	1.55	5070.05
	Mills	D.S.C.	Park	Bureau	21 x 265	618	3.10	1915.80
	Quair		Lincoln	Summer	23 1/2 x 760	1984	1.55	3075.20
						23,657		

Total: 446,405.45

Date: 8-25-16

Date:

Date:

Measured by:

Accepted by:

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

1.01 SECTION INCLUDES

Bituminous Seal Coat Surface

1.02 DESCRIPTION OF WORK

Includes preparation of surface, heating of bituminous materials and placing of the seal coat bitumen, spreading aggregate, and rolling the aggregate.

1.03 SUBMITTALS

Comply with Division 1 - General Provisions and Covenants.

1.04 SUBSTITUTIONS

Comply with Division 1 - General Provisions and Covenants.

1.05 DELIVERY, STORAGE, AND HANDLING

Comply with Division 1 - General Provisions and Covenants.

1.06 SCHEDULING AND CONFLICTS

Comply with Division 1 - General Provisions and Covenants.

1.07 SPECIAL REQUIREMENTS

None.

1.08 MEASUREMENT AND PAYMENT

A. Bituminous Seal Coat by Area:

1. **Measurement:** Measurement will be in square yards for bituminous seal coat.
2. **Payment:** Payment will be at the unit price per square yard of bituminous seal coat.
3. **Includes:** Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; and final clean up.

B. Bituminous Seal Coat by Units:

1. **Cover Aggregate:**
 - a. **Measurement:** Measurement will be in tons of cover aggregate. If sand is required for bleeding control, it will be measured the same as cover aggregate.
 - b. **Payment:** Payment will be at the unit price per ton of cover aggregate. If sand is required for bleeding control, it will be paid at 75% of the unit price as cover aggregate.
 - c. **Includes:** Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; and final clean up.

2. Binder Bitumen:

- a. **Measurement:** Measurement will be in gallons of binder bitumen furnished and incorporated, including street surface, fillets, and turnouts.
- b. **Payment:** Payment will be at the unit price per gallon of binder bitumen furnished and incorporated.
- c. **Includes:** Unit price includes, but is not limited to, furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; and final clean up.

PART 2 - MATERIALS

2.01 MATERIALS

- A. Aggregates:** Use an aggregate cover that is washed and composed of crushed, hard durable gravel, crushed stone, or mixture with abrasion loss by AASHTO T 96 not exceeding 40%. Gradation complying with the following:

Sieve Size	Percent Passing									
	1/2"		3/8"		1/4"		No. 4		Sand	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
3/4"	100									
1/2"	97	100	100							
3/8"	40	90	90	100	100				100	
1/4"							100			
No. 4	0	30	10	55	55	85	85	100		
No. 8	0	15	0	20	0	10	10	40	60	90
No. 30			0	7			0	85		40
No. 200	0	2	0	1.5	0	1.5	0	1.5	0	1.5

- B. Bituminous Material:** Unless the contract documents specify a specific grade, use cationic emulsion CRS-2P binder bitumen complying with Iowa DOT Section 4140. Other grades include CRS-2 according to Iowa DOT Section 4140 or HFRS-2 complying with AASHTO T 59.

Use cut back asphalt MC-800 or MC 3000, meeting Iowa DOT Section 4138, if specified in the contract documents.

Use grade CSS-1, CSS-1H, or SS-1H, meeting Iowa DOT Section 4140, if specified in the contract documents for dust control. Dilute with water prior to application. Use an initial dilution rate of seven parts water to one part emulsion.

PART 3 - EXECUTION

3.01 EQUIPMENT

- A. Aggregate Spreaders:**

1. Spreader:

- Self propelled, mounted on pneumatic tires, with a width of spread not less than 12 feet.
- Capable of spreading aggregate specified above at a rate desired from 3 to 50 pounds per square yard of surface covered without contact of the wheels of the spreader with the treated surface until the aggregate has been spread.
- Sufficient power to propel itself at uniform speed on gradients up to 6%.
- Have cutoff plates to allow the width of spread to be reduced in increments of 1 foot from

the maximum width down to 4 feet wide.

2. Hopper: Minimum capacity of 5 tons.

B. Bitumen Distributors:

- Mount on dependable motor trucks equipped with pneumatic tires.
- Provided with burners with heating coils and an accurate thermometer indicating temperature of the bitumen in the tank.
- Supply bitumen to spray bars to produce an even spray at rates varying from 0.03 gallon to 0.5 gallon per square yard in a smooth uniform coating at a forward speed of up to 20 mph.
- Adjust the spray bars vertically and provide a total spray width of no less than 12 feet.
- When emulsion binder bitumen is used, use a distributor spray bar equipped with nozzles specifically designed to apply emulsion.
- Before the work is started, provide the Engineer with a written statement indicating the size or part number of the nozzles recommended by the manufacturer and certifying the nozzles are installed on the distributor.
- Operate distributors according to manufacturer's instructions for use for spray bar height above surface, nozzle size, angle of spray fan, and tables of rates of distribution in gallons per square yard for tachometer readings. Verify distributor before using.

C. Brooms: A power-driven rotary or pick-up broom is required for cleaning surfaces before the bitumen is applied.

- Driven by an auxiliary motor or by power take-off.
- When using a power broom to remove loose aggregate from a newly seal coated surface, ensure it is capable of exerting uniform down pressure (for the full width of the broom and without vibration or bounce) sufficient to remove loose aggregate without dislodging particles that are stuck in the binder bitumen.

D. Rollers:

- Self-propelled, pneumatic tire rollers, with tires no smaller than 7.50 by 15 size.
- Load rollers to produce a compressive force of no less than 200 pounds per inch width of the roller.
- Ensure tire inflation is no less than 60 psi.
- Do not use steel rollers unless authorized by the Engineer.

3.02 SURFACE PREPARATION

A. Hard Surfaced Streets:

1. If specified, complete patching and joint filling according to Section 7040.
2. Immediately before bitumen is applied, clean the entire surface to be treated, as well as the adjacent gutters, of all foreign material, including dust and weeds.
3. Sweep, clean, and perform work required to produce a clean surface. If the power broom fails to remove dust from depressions and pockets, use hand brooms.
4. Remove the material that was cleaned from the surface. This material becomes the property of the Contractor.
5. Use a suitable covering to protect the items below from being soiled by bitumen. Leave the protective covering in place until the bitumen has set and no splashing occurs under traffic.
 - Curbs and handrails of bridges
 - Guardrails

- Headwalls of culverts
- Pavements
- Curbs and gutters
- Manholes and utility accesses
- Intakes
- Water and gas valves
- Railroad flangeways
- Other installations requiring protection

6. Place suitable covering, as required, to prevent cover aggregate from entering intakes or other similar structures during placement and while brooming excess cover aggregate.

B. Rock Surfaced Streets: Comply with Section 7050.

3.03 HEATING BITUMINOUS MATERIAL

Heat bituminous materials to the temperature that allows uniform spreading. It is estimated that temperatures between the following limits will produce the desired viscosity. Material that has been damaged by overheating will be rejected.

Designation	Temperature
CRS-2	125-185
CRS-2P	125-185
HFRS-2	125-185
MC 800	175-255
✕ MC 3000	215-290
MC 70	145-165

3.04 SPREADING BITUMINOUS MATERIAL

A. General: Do not apply seal coats after September 15 unless temperatures in the shade are 60°F and rising and the work is approved by the Engineer. Do not spread until the distributor has been tested to ensure a uniform distribution of bitumen. Minimize longitudinal overlap of adjacent bitumen applications. Spread between 95% and 105% of the bituminous material the Engineer prescribes. Correct the rate of application for temperature to deliver the desired volume at 60°F.

B. Spreading Binder Bitumen: Do not place seal coat on a wet surface or in night conditions. Apply bitumen to the prepared base at the rate shown in the table below, if not otherwise specified in the contract documents.

Aggregate	Application rate (Gal/SY)
1/2"	0.27
3/8"	0.24
1/4"	0.21
No. 4	0.18
Sand	0.15

Close adjacent applications of bitumen with a minimum longitudinal lap. For CRS-2P and CRS-2, spread the binder bitumen on an area no greater than can be covered with aggregate and initially rolled within 2 minutes. Place the bitumen spreader and aggregate spreader as close as possible, but no more than 150 feet apart. Do not allow the length of spread to be greater than can be completely rolled within 30 minutes after the bitumen spread has been completed. Maintain initial roller coverage as close to the aggregate spreader as possible, not to exceed 200 feet.

For HFRS-2 emulsions, allow a slight skim to be formed on the surface before spreading aggregate.

C. Joints:

1. Secure binder bitumen distribution at the specified rate of application using paper placed at the start of each distributor run. Use commercial grade building paper that is approved by the Engineer and is no less than 36 inches wide.
2. When the end of the run joins newly placed seal coat, place paper at that joint also. Cut the joint straight along the off edge of the paper. Remove the seal coat material on the paper adjacent to the off edge from the roadbed surface. Ensure a smooth ride is obtained.

D. Spreading Cover Aggregate: Promptly after spreading bitumen on any section, spread cover aggregate of the size specified uniformly over the treated area as noted in the table below, if not otherwise specified in the contract documents.

Aggregate	Application Rate (lbs/SY)
1/2"	24
3/8"	21
1/4"	18
No. 4	18
Sand	18

E. Maintenance During Construction Period: If bleeding occurs during construction, cover area with 15 pounds of sand per square yard to control bleeding. Rolling is not required.

3.05 ROLLING

- A. Complete initial pass of pneumatic tired roller within 2 minutes after spreading the cover aggregate. Complete rolling operations within 30 minutes after binder bitumen has been sprayed. Operate rollers at a speed of no more than 5 mph.
- B. Five passes of a roller is required for cover aggregate; one pass is required for sand applied as cover.
- C. Do not apply succeeding applications of binder bitumen until rolling operations are completed for the previous course.

3.06 TWO COURSE SEAL COATS

A. First Course Construction: Complete as specified above.

B. Second Course Construction:

1. Preparation of Roadbed:

- a. After completing the first course, prepare the roadbed for the second course either:
 - With a vacuum machine, or
 - By lightly brooming the full surfaced width with the power sweeper to remove all loose material.
- b. After cleaning, roll the entire surface once with a roller.
- c. Complete the preparation of the roadbed in sections just prior to application of bitumen for the second course.

2. Spreading Binder Bitumen: Spread bitumen on the prepared surface at the rate specified in

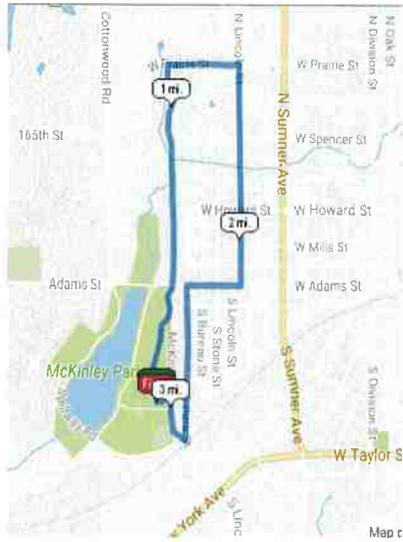
the contract documents.

3. **Spreading Cover Aggregate:** Spread cover aggregate of the size specified over the treated area at the rate specified in the contract documents, promptly after spreading bitumen on any section of roadbed.

3.07 CLEAN UP

After final rolling operation, use a sweeper with a dust suppressant system to pick up loose aggregate. Complete clean up as directed by the Engineer, but not more than 21 days after application. For rural-type pavements, the Engineer may determine that sweeping is not necessary.

END OF SECTION



Due to the Adams Street Bridge construction the Color Run scheduled for September 25th will have to be rerouted as shown above.

The original route used Spillway Road to Cottonwood Street, to Prairie Street, to the walking trail back to McKinley Park.

Lisa Williamson

From: Sarah Brown <sscull@gmail.com>
Sent: Wednesday, August 31, 2016 8:01 AM
To: cityadministrator@crestoniowa.gov; cityclerk@crestoniowa.gov
Subject: Upcoming Council Agenda

Hello Mike and Lisa,

I was wondering if there was still time to be added to the council's agenda for the Tuesday meeting.

I am the owner of Quilts & Other Notions. On September 22 to 24, nine buses full of visitors (200-300 patrons) will be arriving to our store via chartered bus. Three buses will arrive daily. While they are there to shop our store, many of them shop other local businesses as well (Alta May's can attest to this). I am requesting a temporary "No Parking" zone in front of my store, 209 W. Montgomery St. for the buses to park. There will only be one at any given time.

My idea would be to put "No Parking" signs along the sidewalk spanning my property. I would let the bus park in the back, but, it is tight and I'd like to leave that parking for my non-bus customers.

What other information do you need? Please let me know if this is something I can have permission to do.

Best,

Sarah Brown
www.quiltsandnotions.com
641.278.0982 (cell)
641.782.8874 (store)



Overview



Legend

- Roads
- Corporate Limits
- Political Township
- Parcel Owner Names
- Parcels

Parcel ID	2401032017100	Alternate ID	32017100	Owner Address	QUILTS & OTHER NOTIONS INC
Sec/Twp/Rng	20	Class	C - COMMERCIAL		
Property Address	209 W MONTGOMERY CRESTON	Acreage	n/a		
District	24010 - CRESTON CITY/CRESTON SCH				
Brief Tax Description	O P E 40 FT LOT 197 & E 40 FT LOT 198				
	(Note: Not to be used on legal documents)				

Date created: 9/2/2016
 Last Data Uploaded: 8/14/2015 3:21:17 AM

 Developed by
 The Schneider Corporation