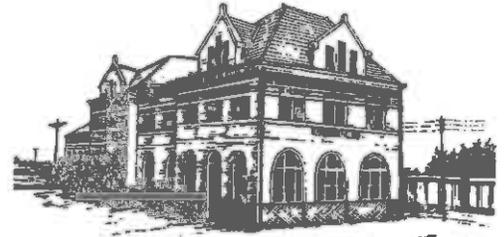


City of
CRESTON, IOWA

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, Loyal Winborn, Ann Levine, Marsha Wilson, Larry Wagner, Paul Vandevender, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, July 2, 2013
6:00 p.m.
06/28/2013 10:04 AM

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:** June 18, 2013 – Regular Meeting; June 25, 2013 – Special Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims** - \$192,811.55
 - ii. **Fund Transfers** - \$196,206.17
 3. **Licenses:** Casey's #3 – Class BC Beer/Wine Permit w/Sunday Sales renewal
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. Resolution naming the City of Creston Depositories
 2. Resolution to participate in the planning and development programs of the Southern Iowa Council of Governments
 3. Resolution to approve a Federal Aid Agreement for City Highway Bridge Program Project – Adams Street Bridge at McKinley Lake
 4. Resolution accepting bid and awarding the construction contract for the Airport Lighting Improvements Project
 5. Resolution authorizing Mayor to sign and submit application to the FAA for Airport Lighting Project
 6. Resolution to special assess unpaid mowing nuisances
 7. Motion to approve request by Frank and Judy Gale to place a bench on the NW corner of the Depot in memory of Brandon Gale.
 8. Motion to approve temporary closing of 3-4 parking spaces in front of Schweser's to hold annual sidewalk sale on July 19 and 20
 9. Motion to approve temporary closing of 5 parking spaces in front of Adams Street Espresso on Thursday, July 4 and Saturday, September 21, 2013 the 4th of July and Balloon Days' Parades from 6 am until after parade
8. **Other**
9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 18, 2013

The Creston City Council met in regular session at 6:00 o'clock 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, Vandevender, Wilson, Levine, Winborn and White. Wagner was absent.

Mayor Woods deleted two items from the agenda – 1) resolution accepting bid and awarding construction contract for the Airport Lighting Improvements Project; 2) resolution authorizing Mayor to sign and submit application to the FAA for Airport Lighting Project.

Wilson moved seconded by Vandevender to approve the agenda as presented. All voted aye. Motion declared carried.

Wilson moved seconded by Levine to approve the consent agenda, which included approval of minutes of June 4, 2013, regular meeting; claims of \$238,390.76; Amusement Permits for Montgomery Street Pub, Elks, 10,000 Crestonians. All voted aye. Motion declared carried.

During Public Forum, Ellen Gerharz spoke on behalf of the 10,000 Crestonians and stated there are some additions to the July 4th activities. They are going to have a carnival July 2-6. There will be advanced tickets for purchase at the Chamber Office. There will also be a concert after the talent show from 8:30-11:00. They will shut down during the fireworks display. They will also be holding a Chalk Creston event, weather permitting. The Chamber will provide chalk for the event.

Ellen also discussed where they are at with grant monies for continuing the Park-to-Park Trail. Of the seven-member panel of DNR Commissioners, two members were absent when the 3.4 mile trail expansion project around Green Valley Lake was voted on. Although three of the remaining five commissioners voted for the expansion, four approvals were necessary for it to pass. Mayor Woods, Mike Taylor, Wayne Pantini, Dick Anderson and Ellen went to Des Moines to speak on behalf of the trail. It has been brought back to the table for a revote. The grant monies earmarked for the trail projects will go back into the General Fund if not allocated by June 30, 2013, so an extension of the grant is also being requested. Ellen said they won't know anything until Friday. Creston's trail project has been in progress for the past 16 years.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the plans, specifications, form of contract and estimate of costs for the Airport Lighting Improvements Project. He asked if anyone wished to speak in favor of the Project; no one did. He asked if there was any written correspondence for the Project; there was none. He asked if anyone wished to speak against the Project; no one did/ He asked if there was any written correspondence for the Project; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by White to approve the plans, specifications, form of contract and estimate of costs for the Airport Lighting Improvements Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon,

Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve an FBO Contract with Larry West of West Aviation and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

David Vollmer of Alliant Energy gave an update on the Community Annual Partnership Assessment (CAPA) and told of things they've accomplished over the past year in the area, as well as providing funding for various projects such as Branching Out/Trees Forever and Operation Releaf. He also assists companies in utilizing less energy and becoming more efficient.

A resolution was offered by Vandevender seconded by Wilson to approve a 28E Agreement with Union County regarding the roadways at Corporate Limits and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Vandevender, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to special assess unpaid mowing nuisances and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Vandevender, Wagner, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Vandevender to approve the final drawdown of \$21,073.00 from the CDBG Housing Grant #09-HSG-022 and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Vandevender, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve base wage increases for non-bargaining unit, non-probationary full-time employees and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to accept a South Central Iowa Community Foundation Grant of \$9,500.00 on behalf of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

Wilson moved seconded by Loudon to approve a temporary street closing request by the Elks for their Annual 4th of July Street Dance. Closing will be on Montgomery Street from Oak to Division Streets on July 3rd from 3:00 pm – 3:00 a.m. July 4th. All voted aye. Motion declared carried.

Wilson moved seconded by White to approve a temporary street closing request by Charlie Westman for their annual block party. Closing will be at the 1300 block of Mulberry on June 22nd from 5 pm – 8 pm. All voted aye. Motion declared carried.

Councilperson Levine reminded everyone of the upcoming 7th Annual Party in the Park on Saturday night, June 22nd, and invited all to attend.

Councilperson Loudon reminded everyone of the upcoming 3rd Annual Friends of the Library Garden Walk on Saturday, June 22nd, and encouraged all to attend. The Library has also made Library Goal signage to place in front of Lincoln School. She also commented on the Creston: Arts and their membership drive, as well as the upcoming Chalk Walk and how successful these have been in other cities.

Mayor Woods let everyone know there will be three positions up for election on the City Council this November – Ward 1, Ward 5 and one At-Large position. Election papers can be picked up in the City Clerk's Office.

White moved seconded by Wilson to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:29

Mayor

Attest:

City Clerk

SPECIAL MEETING OF THE CRESTON CITY COUNCIL JUNE 25, 2013

The Creston City Council met in special session at 12:20 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: Vandevender, Wagner, Levine and Winborn. Loudon, Wilson and White were absent.

Winborn moved seconded by Wagner to approve the agenda. Vandevender, Wagner, Levine and Winborn voted aye. Loudon, Wilson and White were absent. Motion declared carried.

Wagner moved seconded by Vandevender to approve the Outdoor Service Liquor License for Elm's Club Annual Bike Night. Levine, Winborn, Vandevender and Wagner voted aye. Loudon, Wilson and White were absent. Motion declared carried.

Wagner moved seconded by Winborn to adjourn the meeting. All voted aye. Loudon, Wilson and White were absent. Motion declared carried. Council adjourned at 12:21 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	WINDSTREAM	TELEPHONE	52.97
		GRAPHIC DISPLAYS	SQUAD CAR DECALS	820.00
		M&M MOTORS	2013 DODGE CHARGER	20,495.00
		PETTY CASH - POLICE	USPS - CERT MAIL -NUSANCE	18.33
			TOTAL:	21,386.30
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER - FIRE STATION	69.78
		WINDSTREAM	TELEPHONE	233.20
		GREEN VALLEY PEST CONTROL	ANNUAL PEST CONTROL SERV	420.00
		NAPA	MOBILE OIL	68.34
			BATTERIES-BRUSH TRK	102.05
		WAL-MART COMMUNITY	CLEANING SUPPLIES	42.85
	TOTAL:	936.22		
BUILDNG & HSNG SAFETY	GENERAL FUND	WINDSTREAM	TELEPHONE	55.29
			TOTAL:	55.29
ANIMAL CONTROL	GENERAL FUND	WAL-MART COMMUNITY	CAT LITTER	66.19
			CAT LITTER	44.92
			TOTAL:	111.11
AIRPORT	GENERAL FUND	BROWN ELECTRIC CO	RPR RUNWAY LIGHT REGLTR	127.50
		CLAPSADDLE-GARBER ASSOCIATES INC	AIRPORT LIGHTING IMPROV	3,480.00
		COUNTRYSIDE PRODUCTS	LP CONTRACT	4,380.00
		FAIRCHILD COMMUNICATIONS	AIR-NDB ANNUAL SVC	540.00
		FRANCIS, JAMES	LAND LEASE NDB-FY'14	50.00
		WINDSTREAM	TELEPHONE	159.22
		ALLIANT ENERGY-INT PWR&LGHT	1945 S CHERRY ST GARAGE	32.68
		ECHO ELECTRIC SUPPLY	AIRPORT LIGHTING	257.31
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC - AIRPORT	40.00
		SIRWA	WATER	33.00
		TELVENT DTN LLC	ANNUAL FEE DTN	2,808.00
		WEST AVIATION INC	CONTRACT PMT JULY'13	1,354.17
			FUEL PROFIT MAY'13	582.23
			TOTAL:	13,844.11
		LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC
ASSOCIATION FOR RURAL & SMALL LIBRARIE	OMAHA CONFERENCE-MARILYN			235.00
EDWARD F HEIBERGER	BOOK			23.98
AKIN BUILDING CENTER	FLUSH LEVER			5.49
CRESTON CITY WATER WORKS	WATER - LIBRARY			9.07
DEMCO	SUPPLIES			432.06
FOLLETT SOFTWARE COMPANY	SUPPORT & ONLINE CATALOG			660.00
GALE CENGAGE LEARNING	BOOKS			118.45
	BOOKS			229.52
	BOOKS			85.57
	BOOKS			47.98
WINDSTREAM	TELEPHONE			103.56
GREEN VALLEY PEST CONTROL	ANNUAL PEST CONTROL SERV			384.00
INGRAM	TEEN BOOKS			5.39
	BOOKS			41.79
THE LIBRARY CORPORATION	ITS.MARC			1,995.00
	TOTAL:			4,414.41
PARKS	GENERAL FUND	AD-VANCE CHEMICAL CO LTD	5 PAILS CHEMICAL	549.75
		BARKER IMPLEMENT & MOTOR CO INC	HUB/BEARINGS-GANG MOWER	193.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRESTON CITY WATER WORKS	WATER - RAINBOW PARK	9.07
			WATER - RAINBOW PARK FTN	9.07
			WATER-TAYLOR PARK	4.23
			WATER-HISTORICAL COMPLEX	9.07
			WATER-MCKINELY PARK	9.07
			WATER-CAMPGROUND	31.75
		WINDSTREAM	TELEPHONE	51.10
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY ST BAND SHELL	20.27
			MCKINLEY CAMPGROUN	185.22
			MCKINLEY PARK VFW FLAGS	104.70
		ECHO GROUP INC	BREAKERS - BANDSHELL	107.41
		NAPA	NAPA	23.71-
		PETTY CASH - RECREATION	GATORADE & WATER	43.16
		ULINE	3 CASES CABLE TIES	86.62
		WAL-MART COMMUNITY	FLOWERS FOR PARK	166.33
			TOTAL:	1,556.11
RECREATION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-MCKINLEY BALLFIELD	9.07
			WATER-SEARS COMPLEX	9.07
			WATER-BILL SEARS FTN	9.07
		FASTENAL	FIELD PAINT	184.85
		WINDSTREAM	TELEPHONE	55.29
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.42
			TOTAL:	279.77
CEMETERY	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	JD GATOR 625I	10,882.56
		COUNTRYSIDE PRODUCTS	LP FUEL CONTRACT-CEMETARY	727.00
		WINDSTREAM	TELEPHONE	52.97
		SIRWA	WATER	33.00
			TOTAL:	11,695.53
SWIMMING POOL	GENERAL FUND	BAKER, CALIE	POOL SUPPLIES	85.13
		CRESTON CITY WATER WORKS	WATER-POOL	335.59
		WINDSTREAM	TELEPHONE	79.76
		OFFICE MACHINES	CASH REGISTER FOR POOL	150.99
		PETTY CASH - RECREATION	USPS - WATER SAMPLE	2.58
			USPS - WATER SAMPLE POOL	2.58
		WAL-MART COMMUNITY	MISC SUPPLIES FOR POOL	24.88
			MISC SUPPLIES FOR POOL	6.87
			MISC SUPPLIES FOR POOL	52.26
			MISC SUPPLIES FOR POOL	49.80
			TOTAL:	790.44
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	XSTAMPER REIMBURSEMENT	17.56
		ACCESS SYSTEMS	SERVER	5,207.99
		DA DAVIDSON & CO	AGENT SERVICES EMMA FY'12	1,000.00
		AMERICAN BUSINESS PHONES	TECH SUPPORT	25.00
		CRESTON CITY WATER WORKS	WATER- 1707 W ADAMS	14.26
		WINDSTREAM	TELEPHONE	329.49
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS ELEC/GAS	187.90
		IOWA LEAGUE OF CITIES	MEMBER DUES JUL'13-JUN'14	2,584.00
		OFFICE DEPOT	TONER - LISA	155.50
			ENVELOPES	22.60
		TYLER TECHNOLOGIES	ANNUAL MAINTJUL'13-JUN'14	10,862.03
		SICOG	MEMBER CONTRIBUTION	7,246.45
		UNION CO DEVELOPMENT ASSOCIATION	NSP FUNDS	25,003.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VEENSTRA & KIMM INC	RAIL CROSSING IMPROV PROJ	2,700.00
			RAIL CROSSING IMPROV PROJ	<u>2,500.00</u>
			TOTAL:	57,856.28
LEGAL SERVICES	GENERAL FUND	KENYON & NIELSEN PC-ATTYS AT LAW	ATTORNEY FEES	<u>140.00</u>
			TOTAL:	140.00
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER - CITY HALL	41.80
		GREEN VALLEY PEST CONTROL	ANNUAL PEST CONTROL SERV	<u>516.00</u>
			TOTAL:	557.80
INSURANCE (GENERAL)	GENERAL FUND	CARTER AGENCY INC	PLCY RNWL - AIRPORT '13-'1	<u>2,054.00</u>
			TOTAL:	2,054.00
COMMUNITY CENTER MAINT	COMMUNITY CENTER	EXCEL MECHANICAL CO., INC.	YMCA FAN REPAIR -LABOR, PAR	<u>465.00</u>
			TOTAL:	465.00
ROAD MAINTENANCE	ROAD USE TAX	ADVANCED AG LLC	20' 15" WALL PIPE	146.80
			2 15" SPLIT COUPLER	19.70
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	31.37
		CRESTON CITY WATER WORKS	WATER-SHOP	58.32
			WATER-BARN	9.07
		WINDSTREAM	TELEPHONE	171.88
		GREEN VALLEY PEST CONTROL	ANNUAL PEST CONTROL SERV	444.00
		IOWA DEPT OF TRANSPORTATION	BATTERIES	63.00
			SHOVELS	205.14
		LOGAN CONTRACTORS SUPPLY INC	CONCRETE SEALER	58.50
		NAPA	AIR FILTER #39	36.91
			FUEL FILTER #39	11.49
			BRAKES/PADS	164.32
			DOOR HANDLE	16.79
			BATTERIES/FITTINGS	30.87
			CASE-BRAKE CLEAN	45.48
			BULK OIL	1,311.65
			5GAL OIL	69.75
			OIL FILTER	14.56
			WD-40	131.76
			ROPE, BRUSHES, BELT, TW	<u>49.97</u>
			TOTAL:	3,091.33
ADMIN-STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	<u>55.29</u>
			TOTAL:	55.29
SELF FUNDING INSURANCE	PAYROLL TAX BENEFI	TOTAL ADMINISTRATIVE SERVICES CORP	SERV 8/01/13 - 08/31/13	<u>102.00</u>
			TOTAL:	102.00
POLICE FORFEITURE	POLICE FORFEITURE	TRUE VALUE HARDWARE & RENTAL	DOG FOOD	<u>28.99</u>
			TOTAL:	28.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	97-1 THE VILL/PICK-UP COUNTRY KNIM	ADVERTISING FOR CONCERT	350.25
		RJ'S PORTABLES	CONCERT & 4TH OF JULY	750.00
		SUPERTEL INN & CONFERENCE CENTER	CONCERT HOTEL	949.22
		TYLER INSURANCE SERVICES INC	LIQUOR LIAB INS	<u>830.00</u>
			TOTAL:	2,879.47
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	AKIN BUILDING CENTER	4X4X10 POSTS	23.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON/GE MONEY BANK	DVD'S	199.84
		LOUDON, NANCY	SIGN REIMBURSEMENT	45.56
		INGRAM	RTN BOOK	9.77-
			BOOKS	8.99
			ADULT BOOKS	527.97
		IOWA LIBRARY SERVICES-CENTRAL OFFICE	WILBOR-AUDIO & EBOOKS	1,005.06
		MICROMARKETING LLC	BOOKS ON CD	254.31
		OFFICE DEPOT	BLACK TONER	123.57
		STONE, KATHRYN	FIX CHAIRS	126.00
		WAL-MART COMMUNITY	GIFT CARDS/SUPPLIES	46.91
			ADULT SUMMER READING	72.19
			ADULT SUMMER READING	75.58
			TOTAL:	2,499.59
SANITARY SEWER/WASTWTR SEWER OPERATING FU		CENTRAL PUMP & MOTOR	LABOR-OSAGE LIFT STATION	435.00
		CRESTON CITY WATER WORKS	WATER-WWTP	314.10
		ZELLMER'S SOFT WATER	WATER SYSTEM SERVICE	73.52
		WINDSTREAM	TELEPHONE	408.87
		GREEN VALLEY PEST CONTROL	ANNUAL PEST CONTROL SERV	744.00
		ECHO ELECTRIC SUPPLY	ELECTRICAL FITTINGS	8.22
		OFFICE DEPOT	2 CARTRIDGES	65.98
			USB CABLE	7.95
			TONER - JIM	62.63
		PETTY CASH - SANITATION	USPS	6.13
			WALMART	40.20
			FARM & HOME	1.29
		TEK SUPPLY	WF1170 HOSE + FREIGHT	205.77
		UPS	UPS	15.74
			UPS	39.54
		VEENSTRA & KIMM INC	WASTEWATER EVALUATION	166.30
		VERIZON WIRELESS	ELECTRONIC FLOWMETER PHONE	80.14
			TOTAL:	2,675.38
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON VET CLINIC PC	CRESTON VET CLINIC PC	214.92-
			VACCINATIONS / MILK	176.15
			ULTRASND/SPAY DOG	188.95
		DOWNEY, MYCALE	ARL REIMBURSEMENT	100.00
		SOUTHERN HILLS VET SVC INC	NEUTER CAT	51.00
			SPAY DOG - ERICA WILSON	60.00
			TEST/VACC/NEUTER CAT	91.00
			TOTAL:	452.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	001	GENERAL FUND		115,677.37
	006	COMMUNITY CENTER		465.00
	110	ROAD USE TAX		3,146.62
	112	PAYROLL TAX BENEFIT		102.00
	120	POLICE FORFEITURE		28.99
	166	RESTRICTED GIFTS-MCKNLY P		2,879.47
	167	RESTRICTED GIFTS-LIBRARY		2,499.59
	610	SEWER OPERATING FUND		2,675.38
	953	ANIMAL SHELTER *AGENCY FU		452.18

		GRAND TOTAL:		127,926.60

TOTAL PAGES: 5

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 7/02/13

NO DEPT ENTERED		
IOWA DEPARTMENT OF REVENUE - TAX DEPOSIT		\$6,469
ELECTRONIC FEDERAL TAX		\$16,587.13
IPERS		\$13,072.65
TOTAL ADMINISTRATIVE SVC	FLEX	\$695.17
NO DEPT ENTERED	TOTAL	\$36,823.95

FINANCE DEPARTMENT

FINANCE DEPARTMENT	TOTAL	\$0
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MCKINLEY PARK RESTRICTED FUND

ARTIST'S INTERNATIONAL - JIMMY VAN ZANT		\$3,750
ARTIST REPRESENTATION - ONSITE BACKLINE		\$760
BEAU NYSTROM - REBEL ROAD		\$800
SOUND CONCEPTS		\$5,920
SYDNEY LETT - SYDNEY LETT BAND		\$800
TYSON RUMLEY - RUMLEY BROTHERS BAND		\$800
SOUTHWEST DISTRIBUTING		\$2,881.55
MCKINLEY PARK RESTRICTED FUND	TOTAL	\$15,711.55

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	\$10,811.73
TRISTAR BENEFIT	INV CHECK RUN	\$1,482.71
SELF FUNDING INSURANCE	TOTAL	\$12,294.44

MANUAL CHECKS/DEBITS TOTAL

\$64,829.94

PO items dated wrong date:

Animal Shelter	Tri County Veterinary	\$35.00
General Funds	McCutchan, Norma - successful adoption	\$20.00
		<u><u>\$55.00</u></u>

FUND TRANSFERS FOR PERIOD ENDING:

06/30/13

POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 14,579.34	610 SEWER OPERATING FUND FOR: HEALTH INS PREM-QTR END 6/30/13 VENDOR: CITY OF CRESTON	112 PAYROLL TAX BENEFIT	610 6150	14,579.34	
			610 1110		14,579.34
			112 1110	14,579.34	
			112 6150		14,579.34
\$ 29,308.68	110 ROAD USE TAX FOR: HEALTH INS PREM-QTR END 6/30/13 VENDOR: CITY OF CRESTON	112 PAYROLL TAX BENEFIT	110 6150	29,308.68	
			110 1110		29,308.68
			112 1110	29,308.68	
			112 6150		29,308.68
\$ 44,832.35	610 SEWER OPERATING FUND FOR: 100% TAYLOR/WILLIAMSON/COEN/ WAGES-QTR END 6/30/13 VENDOR: CITY OF CRESTON	001 GENERAL FUND	610 6910	44,832.35	
			610 1110		44,832.35
			001 1110	44,832.35	
			001 4830		44,832.35
\$ 60,406.85	009 HOTEL-MOTEL TAX FOR: TRANS H/M TAX FND BAL TO GF VENDOR:	001 GENERAL FUND	009 6910	60,406.85	
			009 1110		60,406.85
			001 1110	60,406.85	
			001 4830		60,406.85
\$ 47,078.95	119 EMERGENCY FOR: TRANSFER EMERGENCY FUND BAL TO GF VENDOR:	001 GENERAL FUND	119 6910	47,078.95	
			119 1110		47,078.95
			001 1110	47,078.95	
			001 4830		47,078.95
\$ 196,206.17 TOTAL - TRANSFERS			HASH TOTALS: \$ 392,412.34 \$ 392,412.34		

RESOLUTION NO. ?? – 14**RESOLUTION NAMING CITY OF CRESTON DEPOSITORIES**

RESOLVED, that the Creston City Council, for the City of Creston, in Union County, Iowa approves the following list of financial institutions to be depositories of the City of Creston funds in conformance with the applicable provisions of the Iowa Code Chapters 12B and 12C. The Treasurer is hereby authorized to deposit the City of Creston funds, in amounts not to exceed the maximum approved for each respective financial institution as set out below:

<u>Depository Name</u>	<u>Location of Home Office</u>	<u>Maximum Balance In Effect Under Prior Resolution</u>	<u>Maximum Balance In Effect Under This Resolution</u>
First Federal Savings Bank FSB	Creston	\$10,000,000	\$10,000,000
First National Bank	Creston	\$10,000,000	\$10,000,000
Iowa State Savings Bank	Creston	\$10,000,000	\$10,000,000
State Savings Bank	Bedford	\$10,000,000	\$10,000,000
Iowa Public Agency Investment Trust	Des Moines	\$10,000,000	\$10,000,000
Great Western Bank	Creston	\$10,000,000	\$10,000,000

CERTIFICATION: I hereby certify that the foregoing is a true and correct copy of a resolution of the City of Creston adopted at a meeting of said public body, duly called and held on the 2nd day of July, 2013, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

PASSED AND APPROVED this 2nd day of July 2014.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Nancy Loudon				
Paul Vandevender				
Larry Wagner				
Marsha Wilson				
Ann Levine				
Loyal Winborn				
Randy White				

ATTEST:

WARREN WOODS
 MAYOR, CITY OF CRESTON

LISA WILLIAMSON
 CITY CLERK



SOUTHERN IOWA COUNCIL OF GOVERNMENTS

REC'D JAN 24 2013

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

January 18, 2013

J. R. Cornett, Chairman
Decatur County
John Twombly, Vice-Chairman
Adair County
Kirk Macumber, Secretary
Madison County
Warren Woods, Treasurer
City of Creston
Linda England
Adams County
Don Reasoner
Clarke County
Kurt Shaha
Ringgold County
Bob Halligan
City of Lenox
Doug Davidson
Private Sector Representative
Dele Scott
Private Sector Representative
William Trickey
Private Sector Representative
Beth Waddle
Private Sector Representative
Tom Lesan
Member-At-Large

City of Creston
Mayor Warren Woods
City Hall
116 W. Adams, PO Box 449
Creston, IA 50801

Dear Mayor Woods:

As you begin your budgetary process for this year, I take this opportunity to thank you for your support of SICOG over the past 40-years. This letter is to respectfully request that the City Council include SICOG in their FY 2014 budget.

For the FY 2014 the SICOG Board of Director's has set the per capita dues at .92 1/2¢. These funds are used to support SICOG activities and to match planning and development grants for our eight-county area during the next fiscal year.

The enclosed invoice shows the amount due for Creston for fiscal year 2014. Please approve the enclosed resolution and return a signed copy to the SICOG office. Please, be advised that all local government payments are needed before July 15, 2013, as our federal grants require that local funds be on hand before federal payments are made.

Creston's support in the past has made it possible for us to continue to provide professional staff to our members. Again, your support of SICOG would be greatly appreciated. If you have any questions about our area wide planning and development efforts or you need planning, grantsmanship or technical assistance, please feel free to call on one of the SICOG board members or the staff.

Sincerely,

J.R. Cornett
Chairman

Enclosure
JRC:jkb



Grantsmanship

Planning

Technical Assistance

CITY OF CRESTON

RESOLUTION # _____

A RESOLUTION TO PARTICIPATE IN THE PLANNING AND DEVELOPMENT PROGRAMS OF THE SOUTHERN IOWA COUNCIL OF GOVERNMENTS.

Whereas the Economic Development Administration was assigned to administer the provisions of the Public Works and Economic Development Act of 1965; and

Whereas the Southern Iowa Council of Governments has been designated by the Economic Development Administration as an Economic Development District and

Whereas the State of Iowa and the U.S. Department of Housing and Urban Development has designated the Southern Iowa Council of Governments as the area wide planning organization, and

Whereas the City of Creston is an active member of the Southern Iowa Council of Governments and participates in formulation of area wide plans and programs,

Be It Therefore Resolved by the Creston City Council that the City of Creston desires to participate in the fiscal year 2014 planning and economic development programs of the Southern Iowa Council of Governments in Iowa Planning Area XIV, consisting of Adair, Adams, Clarke, Decatur, Madison, Ringgold, Taylor, and Union Counties.

Be It Further Resolved by the Creston City Council that the City of Creston provides \$7,246.45 for the operation of the Southern Iowa Council of Governments' planning and development programs.

Passed and signed this _____ day of _____, 2013.

Signature _____
Mayor

Attest _____
City Administrator or City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

Recipient: City of Creston

Project No: BRM-1710(610)--8N-88

Iowa DOT Agreement No: 413-HBRRS-028

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Creston, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds

The Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, provided for the Federally funded Highway Bridge Program, now codified at Section 144 of Title 23, United States Code. This program makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. Federal regulations require Highway Bridge Program funds to be administered by the Department.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 4 Local Systems Engineer. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 002720
 - B. Location: Adams Street over McKinley Lake
 - C. Preliminary Estimated Total Cost: \$985,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project. Certain activities necessary to comply with Federal or State environment or permit requirements, including studies and/or mitigation of the project's environmental impacts, are also eligible.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
6. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs or \$1,000,000, whichever is less.

Reimbursed costs will be limited to federal funds that are made available for cities through the Federal Highway Bridge Replacement Program outlined in 761 Iowa Administrative Code, Chapter 161.

7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both (all) parties that no third party beneficiaries be created by this agreement.
10. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
11. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

Recipient: City of Creston

By _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed _____ Date _____, _____

City Clerk of Creston, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____

Vincent L. Ehlert, P.E.
Local Systems Engineer
District 4

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-7507) and revised Office of Management and Budget (OMB) Circular A-133. Subpart B of OMB Circular A-133 stipulates that non-Federal entities expending \$500,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in subpart C of OMB Circular A-133. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

- iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as

a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and/or other activities authorized by this agreement, the Recipient shall provide the completed pre-audit checklist to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

June 26, 2013



Mr. Mike Taylor
City Administrator
P.O. Box 449
116 W Adams
Creston, IA 50801-0499

Re: Airport Lighting Improvements
Creston Municipal Airport
AIP 3-19-0023-010
PN 4398.02

Dear Mike:

I received confirmation today that \$19,112 of expiring entitlement funds has been transferred from the City of Harlan to the City of Creston. This, in combination with your available entitlement funds, will fully fund the FAA share of the base bid plus alternate for the referenced project. I am attaching a copy of a spreadsheet summarizing the funds along with a copy of the signed Agreement for Transfer of Non-Primary Entitlements form.

With this information, I would recommend that the Council proceed with conditional award of the construction contract to Kimrey Electric for the Base Bid Plus Alternate Bid in the amount of \$160,900.00 and authorize the Mayor sign and submit the grant application to the FAA.

Please let me know if you have any questions in this regard.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "W. Grabe", written over a light blue horizontal line.

William R. Grabe, P.E.
Chairman of the Board

CRESTON AIRPORT LIGHTING IMPROVEMENTS

AIP No. 3-19-0023-010

FAA Entitlement Funds Available in FY2013:

Recovery from Entrance Road Project Under-Run	\$	7,222	
FY2012 Carry Over Entitlement Funds	\$	16,266	
FY2013 Entitlement Funds	\$	150,000	
Transfer of Expiring Entitlement Funds from Harlan	\$	19,112	\$ 192,600

Project Funding Scenarios:

	Base Bid	Base Bid Plus Alternate
Total Project Cost	\$ 200,000	\$ 214,000
FAA Share at 90%	\$ 180,000	\$ 192,600
Local Share @ 10%	\$ 20,000	\$ 21,400

AGREEMENT FOR TRANSFER OF NON-PRIMARY ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act).

City of Harlan
(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(d)(3)(a) of the Act.

Amount	Fiscal Year
\$19,112	2010
\$	20
\$	20
TOTAL \$19,112	

On the condition that the Federal Aviation Administration makes the waived amount available to:

City of Creston
(Name of Transferee Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of _____ (date) or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

FOR City of Harlan

(Signature)

(Typed Name)

(Title)

(Date)

Terry L. Cox
(Signature)

TERRY L. COX
(Typed Name)

CITY MANAGER / ENGR.
(Title)

6-25-13
(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Todd Angetsinger, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Iowa and the Act.

Dated at Harlan, IA this 25th day of June, 2013.

By: Todd Angetsinger
(Signature of Sponsor's Attorney)

**Bid Tabulation
Lighting Improvements
Creston Municipal Airport - Creston, IA ~ Bid Date: 6/12/13 2:00 pm**

Bidder Address Check or Bid Bond	Quantity	Description	Unit	Engineer's Opinion of Probable Construction Cost		Kimrey Electric Urbandale 5% Bid Bond	Votmer, Inc. Decorah 5% Bid Bond	Dickinson Co. Oskaloosa 5% Bid Bond
				Unit Price	Total Price			
BASE BID								
1. Safety Plan Compliance Document	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$3,500.00
2. GSPP and SPCA Compliance	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$750.00
3. Mobilization	1	LS	\$9,250.00	\$9,250.00	\$6,000.00	\$6,000.00	\$5,800.00	\$5,000.00
4. #8, 5KV, 7 Strand, Type C Cable	12,550	LF	\$2.00	\$25,100.00	\$1.20	\$15,060.00	\$1.00	\$12,550.00
5. #6 Bare Counterpoise Wire, Installed in Trench	12,300	LF	\$1.50	\$18,450.00	\$1.70	\$20,910.00	\$1.10	\$13,530.00
6. Connection of Runway/Taxway Series Circuit	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
7. 1-Way, 2 Inch Schedule 40 PVC Conduit, DEB	10,800	LF	\$3.00	\$32,400.00	\$2.50	\$27,000.00	\$2.50	\$27,000.00
8. 2-Way, 2 Inch Schedule 40 PVC Conduit, DEB	200	LF	\$3.00	\$600.00	\$7.00	\$1,400.00	\$7.00	\$1,400.00
9. Not Used in Base Bid	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. L-861 MIRL, Base Mounted Runway Edge Light	100	LF	\$15.00	\$1,500.00	\$16.00	\$1,600.00	\$26.00	\$2,600.00
11. L-861T MITL, Base Mounted Runway Edge Light	47	EA	\$1,250.00	\$58,750.00	\$740.00	\$34,780.00	\$830.00	\$39,010.00
12. L-861T MITL, Base Mounted Taxway Edge Light	22	EA	\$1,000.00	\$22,000.00	\$730.00	\$16,060.00	\$815.00	\$17,930.00
13. L-861E MIRL, Base Mounted Runway Threshold/End Light	16	EA	\$1,250.00	\$20,000.00	\$740.00	\$11,840.00	\$845.00	\$13,520.00
14. L-867D, Electrical Handhole	2	EA	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$740.00	\$1,480.00
15. Spare Parts	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$670.00	\$900.00
16. Demolition and Removal of Existing Lighting Systems	1	LS	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$3,000.00
17. Connection of Voltage Trigger to Existing REILS	1	LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
18. Pavement Removal and Replacement	1	LS	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$6,600.00	\$8,000.00
TOTAL BASE BID				\$206,650.00		\$147,650.00	\$149,990.00	\$160,757.00
DBE PARTICIPATION						2.88%	4.30%	3.11%

BASE BID PLUS ALTERNATE BID								
Bidder Address Check or Bid Bond	Quantity	Description	Unit	Engineer's Opinion of Probable Construction Cost		Kimrey Electric Urbandale 5% Bid Bond	Votmer, Inc. Decorah 5% Bid Bond	Dickinson Co. Oskaloosa 5% Bid Bond
				Unit Price	Total Price			
BASE BID PLUS ALTERNATE BID								
1. Safety Plan Compliance Document	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$3,500.00
2. GSPP and SPCA Compliance	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$750.00
3. Mobilization	1	LS	\$15,350.00	\$15,350.00	\$6,000.00	\$6,000.00	\$5,800.00	\$5,000.00
4. #8, 5KV, 7 Strand, Type C Cable	13,550	LF	\$2.00	\$27,100.00	\$1.20	\$16,260.00	\$1.00	\$13,550.00
5. #6 Bare Counterpoise Wire, Installed in Trench	12,800	LF	\$1.50	\$19,200.00	\$1.70	\$21,760.00	\$1.10	\$14,080.00
6. Connection of Runway/Taxway Series Circuit	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
7. 1-Way, 2 Inch Schedule 40 PVC Conduit, DEB	10,800	LF	\$3.00	\$32,400.00	\$2.50	\$27,000.00	\$2.50	\$27,000.00
8. 2-Way, 2 Inch Schedule 40 PVC Conduit, DEB	200	LF	\$3.00	\$600.00	\$7.00	\$1,400.00	\$7.00	\$1,400.00
9. 2-Way, 3 Inch Schedule 40 PVC Conduit, DEB	1,000	LF	\$3.00	\$3,000.00	\$8.00	\$8,000.00	\$8.00	\$8,000.00
10. 1 or 2 Way, 2 Inch HDPE Conduit, Directionally Bored	150	LF	\$15.00	\$2,250.00	\$16.00	\$2,400.00	\$23.00	\$3,450.00
11. L-861 MIRL, Base Mounted Runway Edge Light	47	EA	\$1,250.00	\$58,750.00	\$740.00	\$34,780.00	\$830.00	\$39,010.00
12. L-861T MITL, Base Mounted Taxway Edge Light	22	EA	\$1,000.00	\$22,000.00	\$730.00	\$16,060.00	\$815.00	\$17,930.00
13. L-861E MIRL, Base Mounted Runway Threshold/End Light	16	EA	\$1,250.00	\$20,000.00	\$740.00	\$11,840.00	\$845.00	\$13,520.00
14. L-867D, Electrical Handhole	6	EA	\$1,500.00	\$9,000.00	\$600.00	\$3,600.00	\$740.00	\$4,440.00
15. Spare Parts	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$670.00	\$900.00
16. Demolition and Removal of Existing Lighting Systems	1	LS	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$3,000.00
17. Connection of Voltage Trigger to Existing REILS	1	LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
18. Pavement Removal and Replacement	1	LS	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$6,600.00	\$8,000.00
TOTAL BASE BID PLUS ALTERNATE BID				\$226,650.00		\$160,900.00	\$162,950.00	\$176,682.00
DBE PARTICIPATION						2.84%	3.96%	2.83%

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT,
CONTINGENT UPON THE RECEIPT AND EXECUTION OF GRANT AGREEMENT WITH
THE FEDERAL AVIATION ADMINISTRATION FOR THE CONSTRUCTION OF
LIGHTING IMPROVEMENTS AT THE CRESTON MUNICIPAL AIRPORT FOR THE CITY
OF CRESTON, IOWA

WHEREAS notice to bidders has been duly given as required by law for the AIRPORT LIGHTING IMPROVEMENTS PROJECT, for the City of Creston, as described in the plans and specifications; and

WHEREAS there has been filed with the City Clerk in response to the published notice six bid proposals for providing the specified improvements with the required bid bond accompanying each proposal; and

WHEREAS the bid from Kimrey Electric of Urbandale, Iowa is the best and lowest responsible bid for the designated public improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESTON, IOWA:

Section 1. That any irregularities associated with the submittal of bids for the Airport Lighting Improvements Project are hereby waived.

Section 2. That the bid from Kimrey Electric of Urbandale, Iowa is hereby accepted for the Airport Lighting Improvements Project as described in the plans and specifications, as previously ordered by the Council, and that the contract for the construction is now awarded subject to receipt and execution of a grant agreement with the Federal Aviation Administration, to said contractor in the amount of One Hundred Sixty Thousand Nine Hundred and 00/100 Dollars (\$160,900.00).

Section 3. The Mayor and Clerk of the City of Creston, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to.

Passed this ____ day of July, 2013, and signed this ____ day of July, 2013.

By: _____
Mayor

Attest: _____
City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF AN APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION FOR A PROJECT TO CONSTRUCT LIGHTING IMPROVEMENTS FOR THE CRESTON AIRPORT.

WHEREAS, the City of Creston, Iowa has authorized the preparation of plans and specifications and the taking of bids for the project to construct Lighting Improvements at the Creston Municipal Airport (the "Project"); and

WHEREAS, a grant in aid from the Federal Aviation Administration is anticipated for 90% of the eligible project costs; and

WHEREAS, it is necessary to submit an application to the Federal Aviation Administration for their participation in the project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESTON, IOWA:

That the application for said Project is hereby approved and the Mayor is authorized to sign and submit said application on behalf of the City of Creston.

Passed this ____ day of July, 2013, and signed this ____ day of July, 2013.

By: _____
Mayor

Attest: _____
City Clerk

RESOLUTION NO. ??? – 14

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 2013, 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 –

603 N Cherry – Lot 5, McDonald's N, Section A; Parcel #24010-390-004-00	\$137.50
310 N Cherry –; Parcel #24010-320-625-00	\$137.50
308 S Maple –; Parcel #24010-320-208-00	\$137.50
312 S Walnut – Lots 489-490, OP; Parcel #24010-320-412-00	\$137.50
801 Laurel – Lot 1, Block 2, Wal-Mart First Addition; Parcel #24010-485-006-00	\$212.50
804 Laurel – Lot 2, Block 1, Wal-Mart First Addition; Parcel #24010-485-002-00	\$137.50
100 S Sumner – Lot 99 & N 20' Lot 100, West Creston, Sec. C; Parcel #24010-360-086-00	\$137.50
302 N Walnut – South ½ Lot 453, OP; Parcel #24010-320-387-00	\$137.50

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.

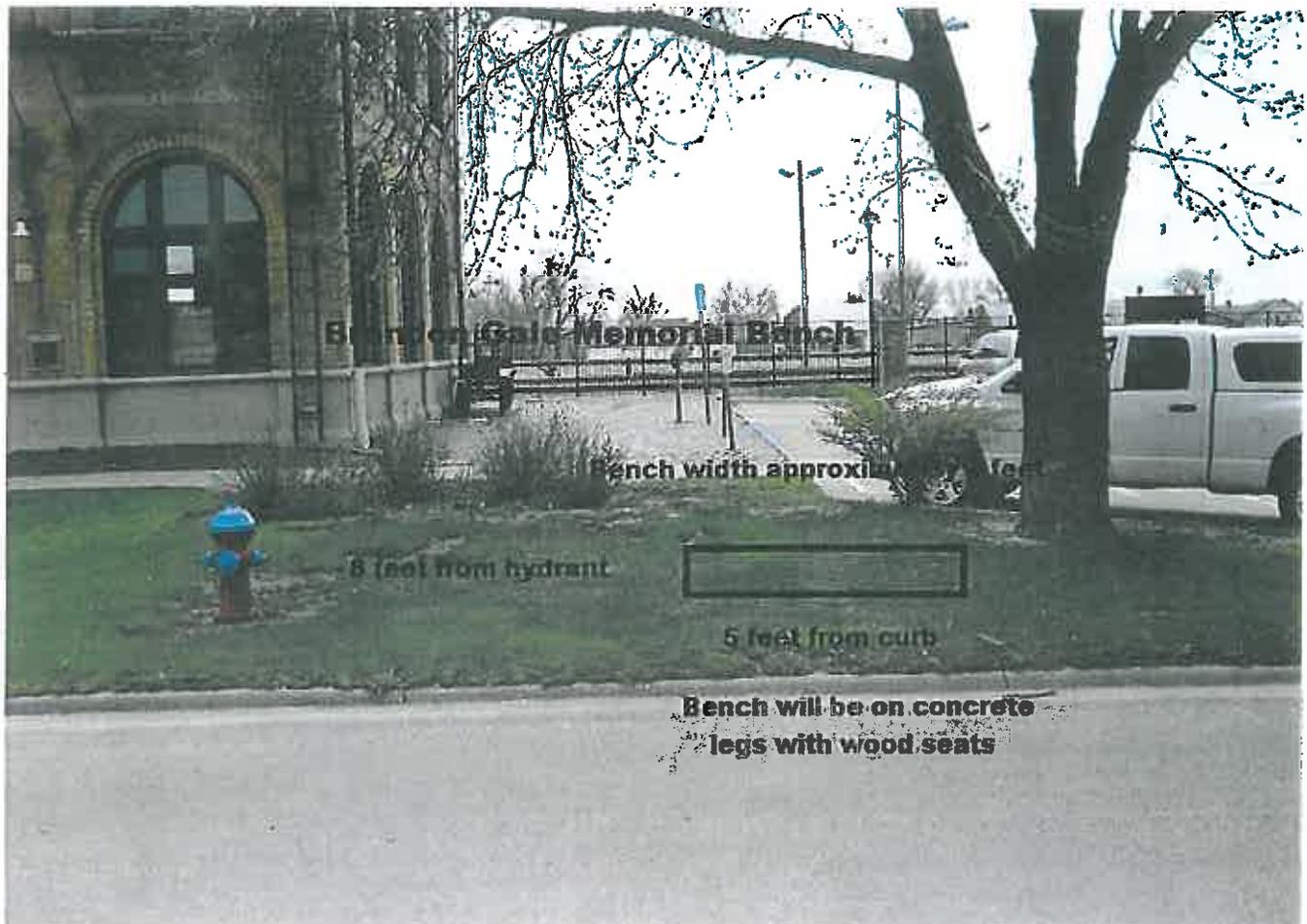
Uptown Memorial Request

Judy and I would like to have permission to place a Memorial Bench on the NW corner of the depot in memory of Brandon Gale. Perhaps many of you did know that Uptown Creston was a large part of his social life. On just about every Friday and Saturday, Brandon would walk up from his apartment on Maple Street to spend the night at A & G.

One would also find Brandon sitting with his family for just about every parade, usually sitting in the area of the Depot. After the parade, if there was a vendor's market, he could be found checking things out for sale.

With these thoughts in mind, we do feel that a bench placed in his memory would be very appropriate.

Frank and Judy Gale



SCHWESEER'S
'3 N. Maple
Creston, IA

ATTENTION Mike Taylor:

Requesting to be able to
block off 3 or 4 parking spaces in
front of our business on July 19th & 20th.
We are holding our annual

"Sidewalk Sales" event.

We can be reached at 782-2132.

Thank You,
Kathy Etkin,
Manager

REC'D JUN 28 2013

June 28, 2013.

To the City of Creston ~

I would like to make a formal request to the City to block off five (5) spots in front of Adams Street Espresso, 213 W. Adams St for the following dates: Thursday, July 4th and Saturday, September 21st, 2013. These parking spots would be blocked directly in front of such location in order for our customers' to have clear site of the activity at a safe distance.

Thank you for your consideration!

Stacey Ray
Owner, Adams Street
Espresso 782-5353