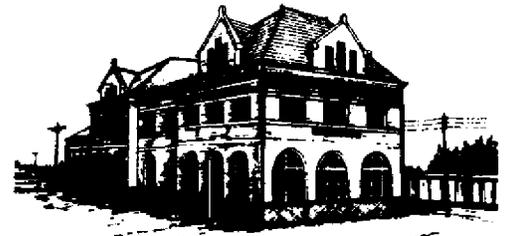


City of  
**CRESTON, IOWA**

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, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets, 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 3, 2012**  
**6:00 p.m.**  
**06/29/2012 11:06 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 19, 2012 – Regular Meeting
  2. **Claims and Fund Transfers:**
    - i. Total Claims - \$583,587.66
    - ii. Funds Transferred - \$90,838.20
  3. **Licenses/Permits:** — Casey's #3 - renewal of 12-month Class C Beer Permit and Sunday Sales privileges
    - i. Cigarette Permits – American Legion
    - ii. Amusement Permits – A&G; American Legion; Panther Lanes
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 to participate in the planning and development programs of the Southern Iowa Council of Governments
  2. Resolution naming City of Creston depositories
  3. Resolution to set the date for a Public Hearing to Amend the Fiscal Year 2013 Budget on July 17, 2012 at 6 pm
  4. Appointment with Fire Chief Jackson – presentation of proposals for fire truck
  5. Resolution to act on fire truck proposal
  6. Resolution to approve structural review agreement for the Community Center Building

7. Resolution to approve payment of \$2,438.83 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson
8. Resolution to accept an FAA Grant of up to \$469,800 for the Entrance Road Improvements Project on behalf of the Airport Commission
9. Resolution to accept SCICF Grant of \$15,000 for Phase II of the Walking Trail on behalf of the Park & Recreation Board

**8. Other**

**9. Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 19, 2012

The Creston City Council met in regular session at 6:00 o'clock pm 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, Koets, Wagner, Wilson, Shelton, Winborn and White.

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

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of June 5, 2012, regular meeting; claims of \$346,548.86 and fund transfers of \$752,341.47; liquor license renewal for Panther Lanes and Elm's Club; cigarette permit Elm's Club; and amusement permits for Elm's Club and Elks. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Wilson seconded by Shelton to approve the Airport FBO contract for FY 2013 based on recommendation of the Airport Commission and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

Mayor Woods announced that now is the time for a Public Hearing on the matter of advertising and selling surplus City-owned properties – 622 N. Birch, 503 W. Irving, 308-310 N. Division, 507 S. Maple, 214-216 S. Pine, 411 ½ N. Walnut, 406 N. Vine, 507 N. Cherry, 704 N. Sycamore, 603 S. Walnut, property south of and adjacent to 615 N. Pine and Parcel "Q" of Sec. 35-73-31 (west side of Summit Lake). He asked if anyone wished to speak in favor of advertising and selling the properties; Jean Weisshaar spoke in favor of it. He asked if there was any written correspondence in favor of advertising and selling the properties; there was none. He asked if anyone wished to speak against advertising and selling the properties; no one did. He asked if there was any written correspondence against advertising and selling the properties; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by Loudon to authorize advertising to sell surplus City-owned properties by sealed bid process and setting terms and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White, and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve signing a Dissemination Agent Agreement for Disclosure with D.A. Davidson & Co., and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to ratify the purchase of property at 1707 West Adams Street, Creston, Iowa, and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to approve payment of \$4,372.16 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson, Shelton and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to a 2% base wage increase for non-bargaining unit, full-time, non-probationary employees for FY 2013 and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White voted aye. Resolution declared passed.

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

Wagner moved seconded by Wilson to approve a temporary closing for the 1300 block of Mulberry Street on June 30<sup>th</sup> from 4:00 pm – 8:00 pm for a neighborhood block party. All voted aye. Motion declared carried.

Wilson moved seconded by Loudon to approve temporary closing of five parking spaces on Adams Street in front of The Lobby for the July 4<sup>th</sup> Parade from 7:30 am – approximately 2:30 pm. All voted aye. Motion declared carried.

Under Other, Councilperson Loudon brought up the parking issues on Myrtle and Peterson Streets again, as well as other narrow streets in the City. Fire Chief Jackson has looked at the situation, and agrees that some streets are too narrow for the fire trucks to pass through if there happens to be cars parked directly across from each other. Councilperson Wagner pointed out that people should use some common sense when parking and be considerate enough of each other that they don't park directly across from one another.

Wilson moved seconded by Wagner to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:21 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	GALLS INCORPORATED	BATES GX 8 BOOTS	124.99		
			WINDSTREAM	TELEPHONE	54.01	
		PETTY CASH - POLICE	#792843-SUPPLIES	25.00		
			#792844-SUPPLIES	25.00		
			#792845-POSTAGE	5.07		
			#792846-POSTAGE	5.75		
			QUILTS & OTHER NOTIONS	RPLC ZIPPER & PATCHES	35.00	
			TOTAL:	274.82		
		FIRE PROTECTION	GENERAL FUND	WINDSTREAM	TELEPHONE	226.28
					GREEN VALLEY PEST CONTROL	PEST CONTROL SVCS-FY'13
WAL-MART COMMUNITY	CLEANING SUPPLIES			70.74		
	TOTAL:			717.02		
BUILDNG & HSNQ SAFETY	GENERAL FUND	WINDSTREAM	TELEPHONE	56.33		
			INTERNATIONAL ASSOC OF ELECTRICAL	MEMBERSHIP DUES	102.00	
		TOTAL:	158.33			
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC	EUTHANIZE CAT	6.50		
			EUTHANIZE CAT	5.00		
		WAL-MART COMMUNITY	95 QT CLEVER STORE	13.97		
			TOTAL:	25.47		
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	PHASE II-FUEL TANK IMPROV	742.00		
			ENG SVCS-ENTRANCE RD IMPR	3,290.00		
		COUNTRYSIDE PRODUCTS	2500 G CONTRACT PROPANE	3,725.00		
			FAIRCHILD COMMUNICATIONS	AIR-NDB SVC THRU JUN'13	540.00	
		FRANCIS, JAMES	LAND LEASE NDB FY'13	50.00		
		GATES, ALAN	LIGHTING ON CRIB 7/12-7/1	375.00		
		WINDSTREAM	TELEPHONE	102.92		
			ALLIANT ENERGY-INT PWR&LGHT	1945 S CHERRY ST GARAGE	35.19	
		SIRWA	WATER-AIRPORT	33.00		
		TELVENT DTN LLC	ANNUAL FEE-DTN 7/12-6/13	2,712.00		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
			TOTAL:	12,959.28		
		SOLID WASTE CLCT/DSPSL	GENERAL FUND	PRAIRIE SOLID WASTE AGENCY	PER CAPITA ASSESSMENT-FY'1	39,170.00
					TOTAL:	39,170.00
LIBRARY SERVICES	GENERAL FUND	DEMCO	LABELS, BOOK JACKETS	111.25		
			FOLLETT SOFTWARE COMPANY	MAINTENANCE	660.00	
		WINDSTREAM	TELEPHONE	74.14		
			GREEN VALLEY PEST CONTROL	PEST CONTROL SVCS-FY'13	384.00	
		INGRAM	CREDIT	40.55-		
			CREDIT	45.45-		
			BOOKS	14.92		
		BOOKS	1,277.06			
		BOOKS	20.48			
		KONE INC (MOLINE)	REPLACED KEYSWITCH	327.17		
			TOTAL:	2,783.02		
PARKS	GENERAL FUND	AKIN BUILDING CENTER	FUSES	11.98		
			B M SALES	GARBAGE BAGS-TP	163.36	
		BARKER IMPLEMENT & MOTOR CO INC	2-997 Z TRAK MOWERS	19,000.00		
			TOOL BOX FOR TRACTOR	30.00		
		CRESTON AUTO PARTS INC	AIR FILTER-COMPRESSOR	44.94		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRESTON CITY WATER WORKS	WATER-MCKINLEY CAMPERS	20.74
			WATER-MCKINLEY PARK	9.07
			WATER-TAYLOR PARK	9.07
			WATER-HISTORICAL COMPLEX	9.07
		FARM & HOME SUPPLY INC	TIRE MOUNTING-TIRE VALVE	9.00
			FITTINGS-ADAPTERS	38.51
			ZIP TIES	72.45
			PAINT BRUSHES & ZIPTIES	44.98
			BALLAST	29.99
			CYCLE BAR PARTS	8.99
			DROP CORD-STAPLES	203.73
			GEAR OIL	35.10
			TIRE FOR GANG MOWER	29.94
		WINDSTREAM	TELEPHONE	52.10
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY ST BAND SHELL	16.97
			MCKINLEY CAMPGROUND	240.13
			MCKINLEY PARK VFW/FLAGS	91.74
		ECHO GROUP INC	130-#4 TRIPLEX, GFI COVER	49.84
			PARTS FOR RESTROOMS	39.88
			PUSH BUTTON FLUSH VALVES	87.43
			PARTS FOR RESTROOMS	4.27
		MID COUNTRY MACHINERY	VALVE KIT	225.61
		PETTY CASH - RECREATION	#1737-SUPPLIES	15.73
			#1739-CYCLE BAR SECTIONS	2.50
		PLUMB SUPPLY COMPANY	5-FLUSH VALVES	727.83
		RJ'S PORTABLES	PORTA-POTTIE @ CAMP	75.00
		TRUE VALUE HARDWARE & RENTAL	12-SHELF BRACKETS	113.88
			TOTAL:	21,513.83
RECREATION	GENERAL FUND	B M SALES	GARBAGE BAGS-TP	163.37
		BSN SPORTS	BALLS, BATS, BAGS, T'S	636.76
		CRESTON CITY WATER WORKS	WATER-MCKINLEY BALLFIELD	46.33
			WATER-BILL SEARS FOUNTAIN	9.07
			WATER-SEARS COMPLEX	12.96
		WINDSTREAM	TELEPHONE	56.33
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.10
		PETTY CASH - RECREATION	#1738-T BALL SHIRT	7.25
		RJ'S PORTABLES	PORTA-POTTIES @ BALL	225.00
			TOTAL:	1,169.17
CEMETERY	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	4-WHEEL DRIVE TRACTOR	29,400.00
		COUNTRYSIDE PRODUCTS	1350 G CONTRACT PROPANE	806.30
		FARM & HOME SUPPLY INC	WHITE PAINT-SPRAY PAINT	31.65
		WINDSTREAM	TELEPHONE	54.01
		SIRWA	WATER-CEMETERY	33.00
			TOTAL:	30,324.96
SWIMMING POOL	GENERAL FUND	ACCO	TITRATING REAGENT	32.85
		B M SALES	GARBAGE BAGS-TP	163.37
		CRESTON CITY WATER WORKS	WATER-POOL	474.89
		WINDSTREAM	TELEPHONE	59.00
		TRIDLE, SUE	LIFEGUARDING DVD/MANUALS	249.14
		WAL-MART COMMUNITY	MISC SUPPLIES FOR POOL	14.97
			MISC SUPPLIES FOR POOL	34.85
			TOILET PAPER-PAPER TOWELS	15.92
			MISC SUPPLIES FOR POOL	12.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISC SUPPLIES FOR POOL	69.09
			MISC SUPPLIES FOR POOL	12.87
			MISC SUPPLIES FOR POOL	6.37
			MISC SUPPLIES FOR POOL	27.92
			MISC SUPPLIES FOR POOL	8.68
			MISC SUPPLIES FOR POOL	5.91
			TOTAL:	1,188.04
FINANCIAL ADMINISTRATN	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	14.58
		WINDSTREAM	TELEPHONE	275.32
		HABITAT FOR HUMANITY	SUPPLIES FOR 801 W JEFFERS	36.62
			SUPPLIES @ 801 W JEFFERSON	2,402.21
		HEARTLAND TECHNOLOGY SOLUTIONS	SYMANTEC PROTECTION	286.70
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS ST	124.02
			505 N ELM-ELECTRIC/GAS	20.13
		IOWA LEAGUE OF CITIES	MEMBER DUES 2012/2013	2,503.00
		PETTY CASH - FINANCE	#1354-POSTAGE	12.58
			#1355-RECORDING FEES	29.00
			#1356RECORDING FEES	12.00
		TYLER TECHNOLOGIES	ANNUAL SOFTWARE MAINT-FY'1	10,344.78
		SHRED-IT USA - DES MOINES	1-BAG SHRED	56.25
		SICOG	MEMBER CONTRIB-FY'13	7,050.60
			TOTAL:	23,167.79
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, P.C.	PROF SVCS-MAY'12	808.50
		KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-MAR/JUN'12	2,456.30
			TOTAL:	3,274.80
HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	47.30
		GREEN VALLEY PEST CONTROL	PEST CONTROL SVCS-FY'13	516.00
		IOWA FIRE EQUIPMENT	5 YR INSPECT SPRINKLER SYS	398.60
			5 YR INSPECT SPRINKLER SYS	1,667.28
			5 YR INSPECT SPRINKLER SYS	823.60
			TOTAL:	3,452.78
INSURANCE (GENERAL)	GENERAL FUND	EMC INSURANCE COMPANIES	WORKERS COMP-WOLEE	70.66
		CARTER AGENCY INC	PLCY RNWL-AIRPORT '12/'13	5,000.00
			TOTAL:	5,070.66
COMMUNITY CENTER MAINT	COMMUNITY CENTER	BLOODGOOD CONSTRUCTION SERVICES	PMT ON WORK DONE @ YMCA	23,000.00
			TOTAL:	23,000.00
ROAD MAINTENANCE	ROAD USE TAX	AMERICAN CONCRETE PRODUCTS INC	8 YDS M-4 NO ASH	1,028.00
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	30.83
		CRESTON CITY WATER WORKS	WATER-SHOP	55.08
			WATER-BARN	9.07
		WINDSTREAM	TELEPHONE	173.96
		GREEN VALLEY PEST CONTROL	PEST CONTROL SVCS-FY'13	444.00
		GRIMES ASPHALT & PAVING CORP	7.14 TON COLD PATCH	913.92
		BLACKTOP SERVICE COMPANY	15.69 TON ASPHALT	1,302.27
		IOWA PRISON INDUSTRIES	STREET MARKER SIGN	21.00
			PARKING SIGNS-AVE SIGN	69.15
		MURPHY TRACTOR & EQUIPMENT CO.	LOADER BACKHOE	63,135.00
		SERVICE TECHS INC	CHAIN & BAR	68.95
		AGRILAND FS INC	1450 G #2 DSL @ 3.10	4,496.45
			1066 G UNL @ 3.211	3,422.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCHILDBERG CONSTRUCTION COMPANY INC	38.41 T CLASS D ROAD ROCK	460.92
			78.97 T CLASS D ROAD ROCK	1,054.25
			24.05 T CLASS D ROAD ROCK	288.60
			7.56 T CLASS D ROAD ROCK	90.72
		TRANS IOWA EQUIPMENT	14.03 T CLASS D ROAD ROCK	187.30
			BALANCE ON HOT PATCHER	6,066.00
			TOTAL:	83,318.40
ADMIN-STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	56.33
			TOTAL:	56.33
FINANCIAL ADMINISTRATN	PAYROLL TAX BENEFI	UNITED STATES TREASURY	TAX ADJUSTMENT	151.77
			TOTAL:	151.77
SELF FUNDING INSURANCE	PAYROLL TAX BENEFI	TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 08/12-08/31/12	100.00
			TOTAL:	100.00
POLICE FORFEITURE	POLICE FORFEITURE	TRUE VALUE HARDWARE & RENTAL	40 LBS DOG FOOD	28.99
			TOTAL:	28.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	BOYD APPLIANCE & TV INC	PRE-OWNED REFRIGERATOR	175.00
		GRAPHIC DISPLAYS	T-SHIRTS & BANNERS	114.00
		RJ'S PORTABLES	T-SHIRTS FOR RESALE	570.00
		SCHILDBERG CONSTRUCTION COMPANY INC	PORTA POTTIES SET @ PARK	750.00
			71.15 TON CLASS D ROCK	853.80
			102.59 TON CLASS D ROCK	1,231.08
			45.03 TON CLASS D ROCK	564.36
		SUPERTEL INN & CONFERENCE CENTER	ACCOMMODATIONS FOR CONCERT	1,293.60
			TOTAL:	5,551.84
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	AMAZON/GE MONEY BANK	DVD'S/BOOKS	31.95
			DVD'S/BOOKS	48.91
			BIG MIRACLE CREDIT	3.97
		GALE CENGAGE LEARNING	DVD'S/BOOKS	19.96
			BESTSELLERS	85.57
			LARGE PRINT	94.46
			BESTSELLERS	86.37
		INGRAM	MYSTERY	47.98
			BOOKS	293.75
			BOOKS	79.31
		PROFESSIONAL COMPUTER SOLUTIONS	AVG-ANTI VIRUS	727.00
		WAL-MART COMMUNITY	BINDERS,PAPER TOWELS	48.69
			ADULT SUMMER READING	100.82
			TOTAL:	1,660.80
SANITARY SEWER/WASTWR	SEWER OPERATING FU	COOK VIDEO & APPLIANCE	DVD/VCR RECORDER	120.00
		CRESTON CITY WATER WORKS	WATER-WWTP	261.16
		WINDSTREAM	HYD METER USAGE-WWTP	20.00
		GPM	TELEPHONE	416.11
		GREEN VALLEY PEST CONTROL	FLOW METER CALIBRATION	360.00
		NAPA	PEST CONTROL SVCS-FY'13	744.00
		OFFICE DEPOT	BEARING	24.49
		PETTY CASH - SANITATION	VHS TAPES	46.34
			#497836-FLASHLIGHTS, POWER	76.53
			#497837-FITTINGS	8.38
		SERVICE TECHS INC	WEED TRIMMER REPAIR	37.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		UPS	POSTAGE	21.24
		VERIZON WIRELESS	ELECTRONIC FLOWMETER PHONE	80.14
			TOTAL:	2,215.77
ANIMAL CONTROL	ANIMAL SHELTER *AG CRESTON VET CLINIC PC		EMERGENCY MEDICAL	12.20
			NEUTER CAT-T LAMB	64.00
			BULK FRNTLN-TREAT 4 CATS	275.52
			TOTAL:	351.72

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

001	GENERAL FUND	145,249.97
006	COMMUNITY CENTER	23,000.00
110	ROAD USE TAX	83,374.73
112	PAYROLL TAX BENEFIT	251.77
120	POLICE FORFEITURE	28.99
166	RESTRICTED GIFTS-MCKNLY P	5,551.84
167	RESTRICTED GIFTS-LIBRARY	1,660.80
610	SEWER OPERATING FUND	2,215.77
953	ANIMAL SHELTER *AGENCY FU	351.72
GRAND TOTAL:		261,685.59

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CITY OF CRESTON  
MANUAL CHECKS/DEBITS – PERIOD ENDING 07/03/12

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	15,583.15
IOWA DEPT OF REVENUE	STATE TAX	6,575.00
IPERS	PENSION	11,998.46
COLLECTION SERVICES	SERVICES	98.76
TOTAL ADMINISTRATIVE SVC	FLEX	720.87
NO DEPT ENTERED	<b>TOTAL</b>	<b>\$ 34,976.24</b>
FINANCIAL ADMINISTRATION		
CRESTON CITY WATER WORKS	PASS THRU	106,317.00
NEOPOST	POSTAGE	500.00
FINANCIAL ADMINISTRATION	<b>TOTAL</b>	<b>\$106,817.00</b>
MCKINLEY PARK RESTRICTED		
BEAU NYSTROM BAND	CONCERT	700.00
FOGHAT	CONCERT	7,500.00
ON SITE BACKLINE, INC.	EQUIPMENT	2,250.00
SOUTHWEST DISTRIBUTING	BEVERAGES	3,816.30
TEMPLETON FADE	CONCERT	800.00
MCKINLEY PARK RESTRICTED	<b>TOTAL</b>	<b>\$ 15,066.30</b>
SELF FUNDING INSURANCE		
TRISTAR BENEFIT (3)	INV CHECK RUN	165,042.53
SELF FUNDING INSURANCE	<b>TOTAL</b>	<b>\$165,042.53</b>
<b>MANUAL CHECK/DEBITS TOTAL</b>		<b>\$321,902.07</b>

FUND TRANSFERS FOR PERIOD ENDING:

06/29/12

POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 18,374.40	610 SEWER OPERATING FUND	112 PAYROLL TAX BENEFIT	610 6150	18,374.40	
			610 1110		18,374
			112 1110	18,374.40	
			112 6150		18,374
<div style="border: 1px solid black; padding: 2px;">                     FOR: HEALTH INS PREM-QTR END 06/29/12                      VENDOR: CITY OF CRESTON                 </div>					
\$ 29,346.30	110 ROAD USE TAX	112 PAYROLL TAX BENEFIT	110 6150	29,346.30	
			110 1110		29,346
			112 1110	29,346.30	
			112 6150		29,346
<div style="border: 1px solid black; padding: 2px;">                     FOR: HEALTH INS PREM-QTR END 06/29/12                      VENDOR: CITY OF CRESTON                 </div>					
\$ 43,117.50	610 SEWER OPERATING FUND	001 GENERAL FUND	610 6910	43,117.50	
			610 1110		43,117
			001 1110	43,117.50	
			001 4830		43,117
<div style="border: 1px solid black; padding: 2px;">                     FOR: 100% TAYLOR/WILLIAMSON/COEN/ WAGES-QTR END 06/29/12                      VENDOR: CITY OF CRESTON                 </div>					
\$ 90,838.20	TOTAL - TRANSFERS		HASH TOTALS:	\$ 181,676.40	\$ 181,676

# 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 2013 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 \$7,050.60 for the operation of the Southern Iowa Council of Governments' planning and development programs.

Passed and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signature \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Administrator or City Clerk

**RESOLUTION NO. 02 – 13**

**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	\$6,000,000	\$6,000,000
First National Bank	Creston	\$6,000,000	\$6,000,000
Iowa State Savings Bank	Creston	\$6,000,000	\$6,000,000
State Savings Bank	Bedford	\$6,000,000	\$6,000,000
Iowa Public Agency Investment Trust	Des Moines	\$6,000,000	\$6,000,000
Great Western Bank	Creston	\$6,000,000	\$6,000,000

**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 3<sup>rd</sup> day of July, 2012, 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 3<sup>rd</sup> day of July 2012.

<b>ROLL CALL VOTE</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Nancy Loudon				
Terri Koets				
Larry Wagner				
Marsha Wilson				
Betty Shelton				
Loyal Winborn				
Randy White				

ATTEST:

WARREN WOODS  
MAYOR, CITY OF CRESTON

LISA WILLIAMSON  
CITY CLERK

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Creston in UNION County, Iowa  
will meet at Creston City Hall - 116 W Adams St.  
at 6:00 pm on 07/17/12  
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2013  
(year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	2,280,388		2,280,388
Less: Uncollected Property Taxes-Lavy Year	2			0
<b>Net Current Property Taxes</b>	3	2,280,388	0	2,280,388
Delinquent Property Taxes	4			0
TIF Revenues	5	643,115		643,115
Other City Taxes	6	982,170		982,170
Licenses & Permits	7	37,980		37,980
Use of Money and Property	8	74,620		74,620
Intergovernmental	9	2,375,219		2,375,219
Charges for Services	10	6,423,174		6,423,174
Special Assessments	11			0
Miscellaneous	12	235,850		235,850
Other Financing Sources	13	2,098,682		2,098,682
<b>Total Revenues and Other Sources</b>	14	15,151,198	0	15,151,198
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	1,501,763	10,000	1,511,763
Public Works	16	2,480,692		2,480,692
Health and Social Services	17			0
Culture and Recreation	18	820,527	1,000,000	1,820,527
Community and Economic Development	19	69,869		69,869
General Government	20	2,663,294		2,663,294
Debt Service	21	1,066,349		1,066,349
Capital Projects	22		504,936	504,936
Total Government Activities Expenditures	23	8,602,494	1,514,936	10,117,430
Business Type / Enterprises	24	5,452,947		5,452,947
<b>Total Gov Activities &amp; Business Expenditures</b>	25	14,055,441	1,514,936	15,570,377
Transfers Out	26	2,098,682		2,098,682
<b>Total Expenditures/Transfers Out</b>	27	16,154,123	1,514,936	17,669,059
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	28	-1,002,925	-1,514,936	-2,517,861
Continuing Appropriation	29		N/A	0
Beginning Fund Balance July 1	30	8,309,077		8,309,077
<b>Ending Fund Balance June 30</b>	31	7,306,152	-1,514,936	5,791,216

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Expenses increased in Public Safety because of improvements at the dog pound; Culture & Recreation are estimated repairs needed at the YMCA from storm damage, and Capital Projects is the purchase of a new fire truck.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

EXHIBIT A

**PURCHASE DETAIL FORM**

Pierce Manufacturing, Inc.  
 Director of Order Management  
 2600 American Drive  
 Appleton WI 54912  
 Fax (920) 832-3080

Date: \_\_\_\_\_

Customer Name: City of Creston

Quantity	Chassis Type	Body Type	Price per Unit
1	Impel FR	P.U.C.	\$506,179.00
			\$
			\$
			\$
			\$

Price per unit is based on total vehicle price including all associated discounts and Performance Bond cost. Total unit price is based on proposal #270 presented to Creston Fire and Rescue by Reliant Fire Apparatus, Inc. Total unit price prior to discounts and Performance Bond cost is \$538,802.00. Price per Unit includes a discount for 100% prepayment in the amount of \$34,239.00 and a Performance Bond cost in the amount of \$1,616.00. Total Price per Unit and Contract Price is equal to \$538,802.00 less prepayment discount equal to \$34,239.00 plus Performance Bond cost equal to \$1,616.00.

Warranty Period: Warranty coverages and certificates are included in full in proposal #270 presented by Reliant Fire Apparatus, Inc. Warranty includes a one (1) year bumper to bumper warranty. All other full warranty coverages are outlined in full with certificates in the proposal package #270.

Training Requirements: Training on the vehicle operations, pumping operations, and basic foam system operations shall be completed at Creston Fire and Rescue by Reliant Fire Apparatus, Inc. Training on the compressed air system as outlined in proposal #270 shall be completed at Pierce Manufacturing at the time of final inspection and delivery.

Other Matters: The Price per Unit includes a Performance Bond equal to 100% of the contract amount. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the One Year Basic Limited Warranty for such Vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment is due in full prior to July 20, 2012 to earn the Prepayment Discount in the amount of \$34,239.00. Total payment due prior to July 20, 2012 is \$506,179.00. Payment is to be to Pierce Manufacturing. Payment price includes a Performance Bond. Performance Bond will be issued upon receipt of payment as outlined in proposal #270.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a

purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

**THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF \_\_\_\_\_, 2012 BETWEEN PIERCE MANUFACTURING INC. AND THE CITY OF CRESTON WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.**



June 18, 2012

City of Creston  
116 W. Adams, PO Box 449  
Creston, Iowa 50801

Subject: **PROPOSAL FOR CONSULTING SERVICES**  
Project Name: **City of Creston YMCA Review**  
Project Location: **Creston, Iowa**  
Proposal Number: **KA12B46.05.03**

**PROJECT DESCRIPTION:**

The services listed in this proposal are intended to provide the consulting services requested for the above listed project. The project involves the review of existing exterior precast wall panels that are deflecting outward. It is my understanding that the building was recently impacted by a tornado that passed thru the City of Creston.

**SCOPE OF SERVICES:**

- 1.) Provide one on-site review as required to collect existing data and to visually evaluate the structural integrity of the visually exposed existing framing of concern. The structural review will be limited to visual observations only. No testing or destructive investigation is included.
- 2.) Provide a structural engineering design review of the existing framing identified during the on-site evaluation. Structural designs will be per the Building Code of the project location.
- 3.) Provide a written letter presenting the following items:
  - a) results of the structural evaluation and design review
  - b) list of any structural deficiencies identified during the design review
  - c) list of any testing required for additional information necessary to evaluate the capacity of the existing precast wall panels of concern
  - d) recommendations for the project

Please note that Testing, Destructive Investigation, Shoring, Construction Documents, Repair Plans, Project Specifications and Construction Administration services including construction observation site visits are not included in the scope of services listed above.

## COMPENSATION FOR SERVICES:

Krudwig & Associates, Inc. will provide the services listed above on an hourly rate and incurred expenses basis at the rates listed below. The estimated fee for the scope of services listed above is **\$5,400.00 (Five Thousand Four Hundred Dollars)**. This estimated fee includes travel time and travel expenses.

Any additional services requested beyond the scope of this proposal shall be approved in writing and will be invoiced on an hourly rate and incurred expenses basis as follows:

### Hourly Rate Schedule:

<u>Employee</u>	<u>Hourly Rate</u>
Associate	\$125.00
Professional Engineer	\$100.00
CADD Technician	\$75.00
Administrative Assistant	\$50.00

### Expense Rate Schedule:

<u>Description</u>	<u>Expense Rate</u>
mileage	\$0.65 per mile
all other expenses	at cost

For additional services requested, the time of travel to and from our office to the project site, meeting location or for any service requested shall be included in the time worked on the project. After-hours, holiday and weekend rates for hourly service shall use a multiplication factor of 2.0.

## INVOICING SCHEDULE:

One invoice in the amount to be determined based upon actual time spent on the project and expenses incurred during the project will be issued upon submittal of the written letter.

All invoices will be due within 30 days of receipt.

## PROJECT SCHEDULE:

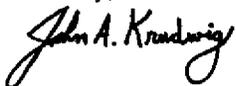
Krudwig & Associates, Inc. is prepared to begin the services after receipt of written authorization.

## AUTHORIZATION:

To authorize these services, please execute the attached Agreement on the next page by completing Section 4 and return the 1 page Agreement by email to [jkudwig@krudwig.com](mailto:jkudwig@krudwig.com), by fax or by mail.

I appreciate this opportunity to provide this proposal for the consulting services requested for this project. If you have any questions concerning this proposal or if I can serve you in any other way, please feel free to contact me. I look forward to working with you on this project.

Sincerely,



John A. Krudwig, P.E.

- ACI – American Concrete Institute Kansas Chapter Board of Directors Member
- ICRI – International Concrete Repair Institute Great Plains Chapter Board of Directors Member and Past President

# AGREEMENT

Krudwig & Associates, Inc. (hereinafter referred to as CONSULTANT) is pleased to provide the services listed below for City of Creston (hereinafter referred to as CLIENT). The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization to proceed and for payment.

1. General Information:

- A. Proposal Number: **KA12B46.05.03**
- B. Proposal Date: **June 18, 2012**
- C. Project Name: **City of Creston YMCA Review**

2. Scope of Services and Understanding of Project:

- A. As stated in the Proposal referenced in items 1A and 1B above.

3. Agreement Documents. The following documents are part of this Agreement and are incorporated herein by referral:

- A. General Conditions (included on pages 4 and 5)
- B. Proposal referenced in items 1A and 1B above.
- C. Plans, Reports, Specifications and other documents provided by CLIENT prior to the Proposal date listed above.
- D. Other exhibits marked and described as follows: \_\_\_\_\_

In the event of any inconsistency or conflict among the Agreement Documents, the provision in the Agreement Document first listed above shall govern.

**4. Authorization to proceed and for payment. (To be completed by CLIENT)**

For Payment of Services, invoice to:

Firm: \_\_\_\_\_

Attention: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The undersigned hereby accepts all terms and conditions set forth in this Agreement and warrants that he/she has full authority to bind CLIENT.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized CLIENT Representative

  
\_\_\_\_\_  
Signature of Authorized CONSULTANT Representative

\_\_\_\_\_  
Print Name

John A. Krudwig  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Structural Engineer  
\_\_\_\_\_  
Title

**RETURN ONE (1) EXECUTED COPY TO**

Krudwig & Associates, Inc.

Structural Engineers

P.O. Box 710 • De Soto • Kansas • 66018 • Phone: (913) 660-0584 • Fax: (913) 660-0585 • [www.krudwig.com](http://www.krudwig.com)

# GENERAL CONDITIONS

- 1. PARTIES AND RESPONSIBILITIES:** CONSULTANT has the responsibility for providing the services described under the Scope of Services section of the Proposal. The services shall be performed according to the Standard of Care provision listed below and shall be completed in a timely manner. The party authorizing CONSULTANT's services is responsible for providing CONSULTANT with a clear understanding of the project nature and intended scope. CLIENT shall also communicate changes in the nature and intended scope of the project as soon as possible to CONSULTANT during performance of CONSULTANT's services so that the changes can be incorporated into the Contract Documents. CONSULTANT's work is for the exclusive use of CLIENT. In no event shall CONSULTANT have any duty or obligation to any third party greater than that set forth in this Agreement. The authorizing of services from CONSULTANT shall constitute acceptance of the terms of CONSULTANT's proposal and these General Conditions.
- 2. STANDARD OF CARE:** In performing its professional services, CONSULTANT will use the degree of care and skill ordinarily exercised under similar circumstances by members of CONSULTANT's profession practicing in the locality of the project. No other warranty, expressed or implied, is made. CLIENT recognizes that structural conditions may vary from those observed at locations at the project site where investigations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT at the time of service. CONSULTANT shall not be responsible for other parties' interpretations or use of the information developed.
- 3. SCHEDULE DELAY:** CONSULTANT shall not be in breach of this Contract nor liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of CONSULTANT. If CONSULTANT is required to delay commencement of the services, or if, upon embarking upon its services, CONSULTANT is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by CLIENT, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of CONSULTANT, additional charges will be applicable and payable by CLIENT.
- 4. ACCESS TO PROJECT SITE:** CLIENT will arrange for right-of-entry to the project site for all personnel necessary for CONSULTANT to perform the services set forth in this Agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. CONSULTANT will take reasonable precautions to minimize damage to the project site, but it is understood by CLIENT that, in the normal course of services, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 5. UNANTICIPATED CONDITIONS:** CLIENT agrees to advise CONSULTANT of all known conditions existing on or near the project site that present a potential danger to health, safety or the environment. Should CONSULTANT encounter conditions on or near any project site which were not reasonably anticipated and/or which increase the risk involved in CONSULTANT's performance of the services, upon notice to CLIENT, CONSULTANT, in its sole discretion, may (i) continue to perform the services to completion, (ii) suspend activities and prepare a Change Order Request prior to proceeding with services or (iii) terminate all services. Such termination shall not be a breach of this Contract by CONSULTANT. In such event, CLIENT agrees to notify the appropriate federal, state or local agencies, as required by law, and otherwise to disclose in a timely manner any information that may be necessary to ensure project site safety and to prevent damage to health and/or the environment. CLIENT acknowledges that CONSULTANT may be required to provide such notice or to make such disclosures if CLIENT fails to do so and agrees to hold CONSULTANT harmless therefore.
- 6. INDIRECT DAMAGES:** CONSULTANT shall not be responsible to CLIENT or to any third party for any economic, consequential or incidental damages (including but not limited to; loss of use, income, profits, financing or reputation) arising out of or relating to this Agreement or the performance of the services.
- 7. CONTRACT DOCUMENTS:** CONSULTANT will furnish CLIENT with the agreed upon number of Contract Documents. Contract Documents shall refer to work product(s) produced by CONSULTANT. All Contract Documents shall be CONSULTANT's sole property, as author and owner, and CONSULTANT hereby reserves and shall retain all common law, statutory and other rights thereto, including copyrights. CONSULTANT may retain copies of any or all Contract Documents and CLIENT-provided documents. CLIENT agrees that all Contract Documents furnished to CLIENT or its agents or designees, if not paid for or if improperly used, will be returned upon demand and will not be used for any purpose whatsoever. CLIENT agrees that under no circumstances shall any Contract Documents be used at any location or for any project not expressly provided for in this Agreement without CONSULTANT's prior written permission.
- 8. OPINIONS OF COST:** If included in the Scope of Services, CONSULTANT will provide opinions of cost of construction based upon CONSULTANT's experience on similar projects. However, such opinions are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance by CONSULTANT in writing. CLIENT understands the actual cost of construction depends on many factors beyond CONSULTANT's control and may vary significantly from CONSULTANT's opinion.
- 9. BILLING AND PAYMENT TERMS:** CLIENT will be invoiced by CONSULTANT per the Invoicing Schedule outlined in the Proposal. CLIENT agrees to pay each invoice within thirty (30) calendar days from the date printed on the invoice. If payment is not received by CONSULTANT within 30 calendar days from the date printed on the invoice, CLIENT agrees to pay the lesser of 1 ½% per month or the maximum rate allowed by law on the past due amount until the past due amount is paid in full. CLIENT agrees to pay CONSULTANT's cost of collection of all amounts that remain due and unpaid after sixty (60) calendar days, including court costs and reasonable attorney's fees. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify CONSULTANT in writing within fifteen (15) calendar days from the date printed on the invoice, state reasons for the objection, and pay that portion of the invoice not in dispute. Failure of CLIENT to provide such written notice within the allowed 15-day period shall be deemed to be a waiver of all objections to that invoice. CONSULTANT may suspend, without notice, any and all services if payment of any Invoiced amount not reasonably in dispute is not received by CONSULTANT within thirty (30) calendar days from the date printed on the invoice and shall constitute a release of CONSULTANT from any and all claims which CLIENT may have, either in tort or contract, and whether known or unknown at the time.
- 10. ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written permission of the other. CLIENT acknowledges that CONSULTANT may subcontract portions of the services in performing the Scope of Services without the approval of CLIENT.

## GENERAL CONDITIONS - CONTINUED

**11. TERMINATION:** This Agreement may be terminated without cause by either party upon fourteen (14) calendar days prior written notice. In the event of termination, CONSULTANT shall be compensated by CLIENT for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place CONSULTANT's files in order and/or protect its professional reputation. Upon termination of this Agreement, CONSULTANT shall have no further liability to CLIENT for any unperformed services under this Agreement.

**12. DISPUTE RESOLUTION:** All claims, disputes and other matters in controversy between CONSULTANT and CLIENT arising out of or in any way related to this Agreement will be submitted to "Alternative Dispute Resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then (i) the claim will be brought and tried within the state courts of Kansas located in Johnson County, Kansas and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and (ii) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

**13. SURVIVAL:** In the event any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

**14. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Kansas. Each of the parties acknowledges that it has had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter.

# AKIN BUILDING CENTERS

604 Sheldon  
Creston, Iowa 50801

(641)-782-3310 Phone  
(641)-782-3234 Fax

**To:** Attn: Mike Taylor **From:** Deanna

---

**Fax:** 641-782-6377 **Pages:** 2 with cover sheet

---

**Phone:** **Date:** 6/21/12

---

**Re:** Bills for Habitat for next City Council Mtg **CC:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Mike-

Attached is the bill for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen  
 Akin Building Center  
 604 Sheldon Ave  
 Creston, IA 50801  
 641-782-3310  
 641-782-3234

A handwritten note in a circle that reads "\$ 410.00".

# AKIN BUILDING CENTERS

604 Sheldon  
Creston, Iowa 50801

(641)-782-3310 Phone  
(641)-782-3234 Fax

**To:** Attn: Mike Taylor      **From:** Deanna

---

**Fax:** 641-782-6377      **Pages:** 2 with cover sheet

---

**Phone:**      **Date:** 6/28/12

---

**Re:** Bills for Habitat for next City Council Mtg **CC:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

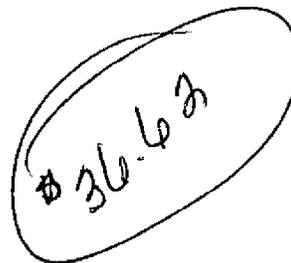
Mike-

Attached is the bill for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen  
Akin Building Center  
604 Sheldon Ave  
Creston, IA 50801  
641-782-3310  
641-782-3234



36-63

# AKIN BUILDING CENTERS

604 Sheldon  
Creston, Iowa 50801

(641)-782-3310 Phone  
(641)-782-3234 Fax

<b>To:</b>	Attn: Mike Taylor	<b>From:</b>	Deanna
<b>Fax:</b>	641-782-6377	<b>Pages:</b>	3 with cover sheet
<b>Phone:</b>		<b>Date:</b>	6/29/12
<b>Re:</b>	Bills for Habitat for next City Council Mtg CC:		

Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

Mike-

Attached are two more bills for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen  
Akin Building Center  
604 Sheldon Ave  
Creston, IA 50801  
641-782-3310  
641-782-3234

# 1,992.21



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

Central Region  
Iowa, Kansas,  
Missouri, Nebraska

901 Locust  
Kansas City, Missouri 64106  
(816) 329-2600

Mike Taylor  
City Administrator  
City of Creston  
116 W Adams  
Creston, IA 50801

REC'D JUN 22 2012

Dear Mr. Taylor:

Creston Municipal Airport  
AIP No. 3-19-0023-08-08  
Grant Offer  
Improve Access Road

**Grant Amount**

Enclosed is the Grant Offer, in duplicate, issued by the authority of the Administrator of the Federal Aviation Administration on behalf of the United States to pay the Government's share of the allowable project costs up to a maximum of \$469,800 for airport development as set forth in the Grant Offer. This grant offer may be funded all or in part from the Small Airport Fund.

**Grant Execution Date**

Your attention is invited to the terms and conditions set forth in the Grant Offer. If the terms of the Grant are satisfactory, **it must be accepted on or before the date printed in Special Condition 6 of the Grant**, and returned to me immediately.

**Steps to successfully execute a Grant:**

To successfully execute the Grant Offer, follow these steps in the order listed:

1. After appropriate action has been taken by the sponsor's governing body, the Sponsor's authorized representative signs each copy of the Grant Offer.
2. Authorized representative's signature is duly attested or notarized.
3. Sponsor's seal is impressed or affixed. If sponsor does not have a seal, a notary stamp or seal should be affixed in accordance with state law.
4. The sponsor's attorney must certify that the sponsor's acceptance of the Grant Offer complies with state and local law, and constitutes a legal and binding obligation of the Sponsor.

The Certificate of Sponsor's Attorney must be signed and dated **on or after the date of execution**.

5. Immediately following execution of the documents, email a pdf or fax a copy of the Grant Agreement, first page through the signature page and the first page of the Project Application. Send the email with pdf to [donald.w.harper@faa.gov](mailto:donald.w.harper@faa.gov), or send the fax to my attention at (816) 329-2610, then return an original of the entire Grant Agreement to me. The remaining copy of the Grant Agreement is for your records.

### **Quarterly Reports**

As a result of an audit finding, the FAA is requiring sponsors to submit a Sponsor Quarterly Performance Report for each active grant. The report shall be mailed or e-mailed (e-mail is preferred) to your respective FAA engineer or planner no later than 30 days after the quarter ending March 31, June 30, September 30, and December 31. The report shall consist of the following elements:

- Comparison of actual accomplishments to the goals established for the period
- Reasons for slippage in those cases where established goals are not met
- Impact on other airport projects (e.g. AIP, PFC, F&E, airport-initiated, etc.)
- Analysis and explanation of cost overruns

The sponsor may use their own format provided the four elements are adequately addressed. For the Sponsor's convenience, we have also prepared a suggested format for the Sponsor Quarterly Report, copy available at our web site at [http://www.faa.gov/airports\\_airtraffic/airports/regional\\_guidance/central/airports\\_resources/media/performance.doc](http://www.faa.gov/airports_airtraffic/airports/regional_guidance/central/airports_resources/media/performance.doc).

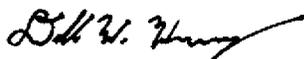
### **Project Payments - Grant Fiscal Records**

The official project files must contain original documentation supporting all requests for reimbursement under this grant agreement. Reimbursement can not be made prior to work being completed in accordance with the project specifications. See AIP Sponsor Guide – 1500 Grant Payments and AIP Sponsor Guide 1510 – Drawdown Submittal Information.

### **Questions**

If you have any questions, please contact me at (816) 329-2629.

Sincerely,



Donald W. Harper  
Airport Engineer - IA

Enclosure

cc: Bill Grabe, P.E., CGA (no enclosure)



## South Central Iowa Community Foundation

108 North Grand - Chariton, IA 5014

Telephone (641) 217-9105 - Fax (641) 217-9209 - Website: [www.scicf.org](http://www.scicf.org)

June 21, 2012

McKinley Park Restoration  
c/o Gary Borcharding  
806 N. Poplar Street  
Creston, IA 50801

Dear Gary:

On behalf of the Union County – SCICF Board of Directors, I am pleased to inform you that the Board has awarded the McKinley Park Restoration \$15,000.00 to complete Phase II of walking trail.

Enclosed please find an agreement to be signed and returned to the Foundation office and a copy for your organization. A grant awards presentation will be on Monday, July 23rd, 6:30 p.m. at the Union County Fair at the “Celebrity Beef Show” in Show Arena. The fairgrounds are on the east side of Afton and the show is in the north show ring (with a roof). Please let the office know who will be in attendance to accept the grant.

Also enclosed is a follow-up grant report. Once your project is complete please fill this form out, attach copies of invoices or receipts, and pictures of your project. This grant report is due on April 19th, 2013, but may be submitted to us as soon as your project is completed.

If you should have any questions, please contact the Foundation office at (641) 217-9105.

Sincerely,

Diane Bear  
Executive Director

Enclosure: Grant agreement  
Follow-up Grant Report

Grant Agreement  
**McKinley Park Restoration**  
and the Endow Union County - South Central Iowa Community Foundation

**RE: Grant Number 05-2012-JUNE-006**

Please refer to this grant number in all correspondence regarding this grant.

On **06/19/12**, the South Central Iowa Community Foundation awarded a grant to your organization in the amount of **\$15,000.00** to complete Phase II of walking trail. This grant is contingent on completion of the requirements outlined in the Requirement Due Dates section below. This grant will become effective upon receipt, by the South Central Iowa Community Foundation, of a signed copy of this grant agreement.

**McKinley Park Restoration** agrees to:

- Use grant funds only for the purposes indicated above.
- Maintain records that clearly show how the grant funds were spent.
- Make records available to the South Central Iowa Community Foundation and its auditors upon request.
- Return any funds not expended within the grant period or project unless written permission to extend the grant period has been obtained from the South Central Iowa Community Foundation.

**Requirement Due Dates:**

07/02/12      Signed Grant Agreement and return to the SCICF office.

07/23/12      **A grant awards presentation will be on Monday, July 23rd, 6:30 p.m. at the Union County Fair at the "Celebrity Beef Show" in Show Arena. The fairgrounds are on the east side of Afton and the show is in the north show ring (with a roof). Please let the office know who will be in attendance to accept the grant.**

04/19/13      Progress or completion report (may include pictures, receipts, etc.)

**Name of person(s) attending check presentation:**

\_\_\_\_\_

**McKinley Park Restoration** agrees to the terms of this grant:

\_\_\_\_\_  
Signature

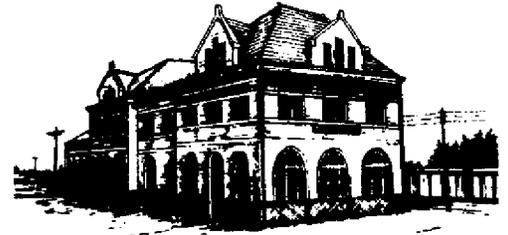
\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Date

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*

Board of Adjustment  
Meeting Minutes  
June 19, 2012

Tom Braymen called the meeting to order at 5:00 p.m.

Board members present were Dick Lechtenberger, Ken Stults, Tom Braymen and Gary Bucklin.

Board member not present was Alan Shafer.

Others present; Mike Bruce; Building Inspector, Kevin Kruse; Zoning Administrator and T.J. Parsons.

The first item for consideration was a request from T.J. & Amanda Parsons, 604 S Poplar, to construct a garage on vacant lots at 407 & 409 S Poplar Street. The reason for the variance request is for failure to have a principle building on the lot with an accessory building.

T.J. Parsons was present to explain their request. Adjacent neighbors were notified by petition with no objections being received.

After due consideration Bucklin moved and Lechtenberger seconded to approve the request.

With a voice vote all present voted in favor of the motion.

Meeting was adjourned at 5:02 p.m.

Respectfully submitted,

  
Kevin Kruse  
Board Secretary