

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, Dave Koets, Gary Lybarger, 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, January 21, 2014**  
**6:00 p.m.**  
**01/17/2014 12:45 PM**

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
  1. **Minutes:** January 7, 2014 – Regular Meeting
  2. **Claims & Fund Transfers:**
    - i. **Total Claims - \$161,108.79**
  3. **Licenses:** Hayes' Concession Service – Liquor License Renewal with Catering Privilege, Outdoor Service & Sunday Sales
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. **Public Hearing** for the Airport Agricultural Land Lease
  2. **Resolution** to accept bids and award the Airport Agricultural Land Lease for 95 acres to Colton Dunphy for \$310 per acre based on recommendation of the Airport Commission
  3. **Resolution** to Adopt Proposed Budget for FY 2015 and set a Public Hearing on February 4, 2014, at 6:00 pm for the Adoption of Final Budget for FY 2015
  4. **Resolution** to approve a request from Lesa Downing's Student Government Class to change a street name from Parkway to Patriotic Parkway
  5. **Resolution** to appoint Katie Carlton to the Creston Airport Commission
  6. **Resolution** to reappoint Will Shields to the Civil Service Commission
  7. **Resolution** to reappoint Alan Shaffer to the Board of Adjustment
  8. **Resolution** to approve Fuel Contract with Agriland FS for 2014
  9. **Resolution** to approve Professional Services Agreement with Calhoun-Burns and Associates for Phase I – Preliminary Design Phase Engineering for the Replacement of the Adams Street Bridge over Lake McKinley

10. **Motion** to Establish Second Reading on Ordinance 14 – 149 in The Code of Ordinances of the City of Creston, Iowa, 1996, by amending Chapter 95 – Municipal Wastewater System, Section 95.49 – Certificate of Inflow and Infiltration (I & I) Compliance, Sub-section 1 – Required, by adding provisions pertaining to giving or transacting a change in title or property ownership of real property
11. **Motion** to Establish Second Reading on Ordinance 14 – 150 in The Code of Ordinances of the City of Creston, Iowa, 1996, by deleting Chapter 63 – Speed Regulations, Section 04 – Special Speed Zones, Sub-section 3, and amending Sub-sections 2 and 4 by adding provisions pertaining to speed zones
12. **Motion** to approve temporary partial street closings on May 10, 2014, at 8 am for the 3<sup>rd</sup> Annual Southwest Iowa Provider Awareness 5K Run/Walk – Cedar Street by Bunn-O-Matic to Townline Street, east to Osage Street, south to Howard Street, west to Cedar Street and north on Cedar Street (to Bunn)

8. **Other**

1. **Discussion** on Cottonwood Subdivision Development

9. **Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JANUARY 7, 2014

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

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

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

Wilson moved seconded by Levine to approve the consent agenda, which included approval of minutes of December 17, 2013, regular meeting; claims of \$88,661.20, fund transfers of \$98,193.47, Commission/Board Appointments – Marsha Wilson – Finance, Park & Rec, Chamber (including Image Enhancement), LEC backup; Randy White – Finance, Airport, Library backup; Loyal Winborn – Finance, LEC (voting), Water Board backup; Nancy Loudon – PSW (voting), Library; Ann Levine – Park & Rec, Cemetery, UCEMA backup; Gary Lybarger – Chamber, LEC, PSW backup; Dave Koets – Water Board, UCEMA (voting). All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by White seconded by Loudon to set a Public Hearing on January 21, 2014, at 6:00 p.m. for the Airport Agricultural Land Lease and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve organization resolutions with the First National Bank authorizing City Officers Mayor Woods, City Administrator Mike Taylor and City Clerk Lisa Williamson to perform duly qualified duties and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Wagner, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White providing for surety bond/blanket position bond and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

Mayor Woods announced that now is the time for a Public Hearing on the matter of amending Ordinance 14-149 by adding provisions pertaining to giving or transacting a change in title or property ownership of real property. He asked if anyone wished to speak in favor of the amendment; no one did. He asked if there was any written correspondence in favor of the amendment; there was none. He asked if anyone wished to speak against the amendment; no one did. He asked if there was any written correspondence against the amendment; there was none. Mayor Woods then called the Public Hearing to a close.

Wilson moved seconded by White to Establish the First Reading of Ordinance 14-149 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO GIVING OR TRANSACTING A CHANGE IN TITLE OR PROPERTY OWNERSHIP OF REAL

PROPERTY by adding Sub-section 95.49.1A 1-12. Loudon, Lybarger, Koets, Wilson, Levine, Winborn and White voted aye. First Reading declared Established.

Mayor Woods announced that now is the time for a Public Hearing on the matter of amending Ordinance 14-150 by deleting and amending provisions pertaining to speed zones. He asked if anyone wished to speak in favor of the amendments; no one did. He asked if there was any written correspondence in favor of the amendments; there was none. He asked if anyone wished to speak against the amendments; no one did. He asked if there was any written correspondence against the amendments; there was none. Mayor Woods then called the Public Hearing to a close.

Wilson moved seconded by Winborn to Establish the First Reading of Ordinance 14-150 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED ZONES by deleting Sub-section 3 of Section 63.04 and amending Sub-sections 2 and 4. White, Loudon, Lybarger, Koets, Wilson, Levine and Winborn voted aye. First Reading declared Established.

A resolution was offered by Wilson seconded by Loudon to special assess demolition charges for removal/disposal of a nuisance house located at 405 N. Cherry Street per Order of the Court Cause No. CRSMACO-33708 dated November 8, 2013 and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Winborn, White and Loudon voted aye. Resolution declared passed.

Under Other, Mayor Woods notified everyone that there was going to be an informational meeting at Supertel on Thursday, January 9, 2014, at 6 p.m., regarding the Emerald Ash Borer that has been located in Creston.

He also mentioned the City is in need of a person for the Airport Commission, preferably a female to maintain gender balance. Please contact Mayor Woods if interested.

Wilson moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:09 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	JAMAR TECHNOLOGIES, INC	RADAR REC TRAXPRO	3,895.00		
		ED ROEHR SAFETY PRODUCTS	TASER HOLSTER,RADIO CASE	65.96		
		INTERNATIONAL ASSOCIATION OF CHIEFS OF	IACP 2014 MEMBERSHIP	120.00		
		MAINSTAY SYSTEMS INC	LAPTOP COMPUTER-PAUL	1,438.00		
		PETTY CASH - POLICE	USPS MAIL	7.87		
			USPS CERT MAIL	6.11		
			USPS - POSTAGE	19.72		
		SUPREME CLEANERS	UNIFORM CLEANING-DEC'13	42.50		
			TOTAL:	5,595.16		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING- DEC '13	6,140.83
			TOTAL:	6,140.83		
FIRE PROTECTION	GENERAL FUND	ACTION TRAINING SYSTEMS INC	ONLINE D/O PUMPER	77.50		
		BUILTNETWORKS	MS PUBLISHER PROGRAM	109.99		
		CHIEF SUPPLY	POSTAGE RTN BOOKS	12.49		
		CRESTON CITY WATER WORKS	WATER-FIRE STATION	22.68		
		ED M FELD EQUIP CO INC	CLASS A FOAM-5-5GAL PAILS	395.00		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	285.55		
			ELECTRICITY & GAS	514.41		
		MCI	LONG DISTANCE	4.70		
		MUNICIPAL EMERGENCY SERVICES	CHAIN & BAR FOR VENT SAW	415.05		
		CRESTON MOTOR SUPPLY INC	BATTERY	103.25		
		K & J HARDWARE INC	CHAIN SAW CHAIN	42.98		
			TOTAL:	1,963.60		
		BUILDNG & HSNQ SAFETY	GENERAL FUND	INT'L CODE COUNCIL	2014 MEMBERSHIP DUES	125.00
				OFFICE DEPOT	OFFICE SUPPLIES	44.33
	TOTAL:			169.33		
ANIMAL CONTROL	GENERAL FUND	COOK, ROCHELLE	SUCCESSFUL ADOPTION	20.00		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	252.82		
		K & J HARDWARE INC	PULLEY	39.96		
	TOTAL:	312.78				
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	8,889.21		
			TOTAL:	8,889.21		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	1,951.29		
			TOTAL:	1,951.29		
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-DEC'13	61.96		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	542.12		
		MCI	LONG DISTANCE	0.08		
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	39.00		
		TREASURER, STATE OF IOWA	TANK FEE-2014	40.00		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
			FUEL PROFIT-DEC'13	1,079.01		
			TOTAL:	3,116.34		
		SOLID WASTE CLCT/DSPSL	GENERAL FUND	CRESTON PUBLISHING CO	CHRISTMAS TREE REMOVAL	59.10
		WASTE MANAGEMENT	GARBAGE COLLECTION-DEC'13	38,112.48		
			TOTAL:	38,171.58		
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	18.79		
			WATER-LINCOLN SCHOOL	9.07		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WASTE MANAGEMENT	DUMPSTER-DEC'13	40.89
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	220.63
			ELECTRICITY & GAS	566.29
		MCI	LONG DISTANCE	6.33
		THE PAPER CORPORATION	12CASES REG PAPER	296.16
		US POST OFFICE	20 ROLLS FOREVER STAMPS	920.00
			TOTAL:	2,078.16
PARKS	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-DEC'13	115.56
		STALKER CHEVROLET	REPAIR PICKUP	545.85
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	1,159.16
		ECHO GROUP INC	RPL HEATER SHOP	553.50
			THERMOSTAT	32.22
		PETTY CASH - RECREATION	QUALITY GLASS - CAPS	26.16
		K & J HARDWARE INC	MISC SUPPLIES	138.98
			TOTAL:	2,571.43
RECREATION	GENERAL FUND	BSN SPORTS	4 BASKETBALLS	189.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	162.63
		PETZNICK'S PRINTING CO	BUSINESS CARDS	98.50
			TOTAL:	451.09
CEMETERY	GENERAL FUND	GROUND SPECIALTIES	2 THAW DAWG BLANKETS	5,540.00
		AGRIVISION	INSTALL HEATER GATOR CAB	900.00
		WASTE MANAGEMENT	DUMPSTER-DEC'13	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	318.29
		MCI	LONG DISTANCE	4.97
		CRESTON MOTOR SUPPLY INC	GREASE CAP, DISC PAD	81.74
		K & J HARDWARE INC	REFILL LP TANKS	55.96
			REFILL LP TANKS	55.96
			TOTAL:	7,018.88
SWIMMING POOL	GENERAL FUND	CRAIG, STEVE	CPO CONTINUING ED	90.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	18.63
			ELECTRICITY & GAS	415.39
			TOTAL:	524.02
ADMINISTRATIVE	GENERAL FUND	ACCESS TECHNOLOGIES INC	HP DESKTOP, OFFICE 13-MAYO	1,290.84
		PETZNICK'S PRINTING CO	250 BUSINESS CARDS	37.95
		UNION CO DEVELOPMENT ASSOCIATION	'14 UCDA BOARD MEALS	90.00
			TOTAL:	1,418.79
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT JAN '14	829.86
		INFO DOG SECURITY, LLC	SHRED SVC-DEC'13	30.00
		DERRICK, CAROLYN	STOP PAYMENT FEE	35.00-
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	234.46
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-DEC'13	426.92
		MCI	LONG DISTANCE	42.57
		OFFICE DEPOT	OFFICE SUPPLIES	61.69
		PETZNICK'S PRINTING CO	250 BUSINESS CARDS	75.90
		THE PAPER CORPORATION	20 CS REG, 10 CS 3HP	771.10
			TOTAL:	2,437.50
JI	GENERAL FUND	AKIN BUILDING CENTER	WALL PATCH SUPPLIES	13.48
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	1,549.72
			ELECTRICITY & GAS	811.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-DEC'13	380.00
			TOTAL:	2,754.45
COMMUNITY CENTER MAINT	COMMUNITY CENTER	EXCEL MECHANICAL CO., INC.	YMCA THEATER BOILER MAINT	709.00
			TOTAL:	709.00
ROAD MAINTENANCE	ROAD USE TAX	AKIN BUILDING CENTER	LUMBER & HARDWARE	53.65
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE-DEC'13	31.37
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	110.95
		EBLEN CONSTRUCTION CO	RENTAL SHEEPSFOOT	1,220.00
		FARM & HOME SUPPLY INC	PAINT & POCKET SQUARR	35.20
		FARMERS COOPERATIVE CO	3 TORDON	45.60
		FASTENAL	BOLTS FOR STREET SIGNS	17.04
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	228.04
			ELECTRICITY & GAS	382.04
		MCI	LONG DISTANCE	2.57
		CRESTON MOTOR SUPPLY INC	CASE GAS TREAT	65.94
			AIR FILTER	15.66
			AIR FILTER	64.75
			WIRE, BULB, MUD FLAP	103.71
			STARTER, PLUGS, CAP	245.19
			HOSE REPAIR	29.76
			1 BOTTLE GAS	35.06
			SUPPLIES	135.69
			SUPPLIES	13.98
		O'HALLORAN INTERNATIONAL INC	CAP & FRT	39.36
			CABLE & FRT	114.39
		SERVICE TECHS INC	REPAIR CHAIN SAW	97.18
		AGRILAND FS INC	1075.3 G UNLD,1900G DSL	9,740.36
		SCHILDBERG CONSTRUCTION COMPANY INC	196.87T CLASS D ROAD ROCK	1,065.83
			131.39T CLASS D ROAD ROCK	1,484.72
			77.24 TON CLASS D ROAD RO	872.83
			39.10T CLASS D ROAD ROCK	441.82
			TOTAL:	16,692.69
SNOW AND ICE CONTROL	ROAD USE TAX	FARM & HOME SUPPLY INC	CHAIN HOOKS, LINKS, CORDS	104.52
			TOTAL:	104.52
POLICE FORFEITURE	POLICE FORFEITURE	PETTY CASH - POLICE	TRUE VALUE - DOG FOOD	30.99
			TOTAL:	30.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	SCHILDBERG CONSTRUCTION COMPANY INC	6.20T CLASS D ROCK	70.06
			102.55T CLASS D ROCK	1,158.81
			TOTAL:	1,228.87
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	DERRICK, CAROLYN	I&I REIMBURSEMENT	500.00
		CENTRAL PLAINS ELECTRIC	MOTOR REPAIR	47.50
		CHARLIE BROWN AUTO	USED TRUCK SEAT	100.00
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-DEC'13	16.20
		WASTE MANAGEMENT	DUMPSTER-DEC'13	75.14
		FASTENAL	BATTERY CHARGER	216.73
		GIZA LANDSCAPING & LAWN CARE	RPL 100' SEWER LINE ADAIR	3,402.90
		HACH COMPANY	CHEMICALS	214.16
		HYGIENIC LABORATORY-AR	2 NH3'S	38.00
			2NH3'S	38.00
			2 BOD'S	36.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1TSS	19.00
			1BOD, 1TSS	55.00
			2 NH3'S	38.00
			3 BOD'S	72.00
			1 TSS	19.00
			2 N&P	76.00
			2 NH3'S	38.00
			BOD	36.00
			TSS	19.00
			1 PLANT METALS	118.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY & GAS	1,520.11
			ELECTRICITY & GAS	4,022.00
		CRETEX CONCRETE PRODUCTS MIDWEST INC	MANHOLE ADJ RINGS	1,466.00
		MCI	LONG DISTANCE	3.20
		MELLEN & ASSOCIATES INC	PINCH VALVE REPAIR	925.00
		TRANS-IOWA EQUIPMENT, INC.	600' JET HOSE	1,560.00
			10' LEADER HOSE	170.00
		UPS	POSTAGE	41.51
			TOTAL:	15,682.45

ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-DEC'13	245.30
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-DEC'13	151.31-
			EXAM & TREAT 2 POUND CATS	296.30
			EXAM & TREAT 2 POUND CATS	21.11
		DOWNEY, MYCALE	ARL REIMBURSEMENT & GAS	167.00
		SOUTHERN HILLS VET SVC INC	TEST, VACC 4 POUND CATS	298.00
			VACC & SPAY DOG-BRODSACK	142.50
			TOTAL:	1,018.90

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

001	GENERAL FUND	85,584.44
006	COMMUNITY CENTER	709.00
110	ROAD USE TAX	16,797.21
120	POLICE FORFEITURE	30.99
166	RESTRICTED GIFTS-MCKNLY P	1,228.87
610	SEWER OPERATING FUND	15,682.45
953	ANIMAL SHELTER *AGENCY FU	1,018.90
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	GRAND TOTAL:	121,051.86
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CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 1/21/14

**SELF FUNDING INSURANCE**

KABEL	FLEX	250.00
TASC	FLEX	127.00
TRISTAR BENEFIT	INV CHECK RUN	30,182.33
TRISTAR BENEFIT	INV CHECK RUN	9,376.60

**SELF FUNDING INSURANCE**

<b>TOTAL</b>	<b>39,935.93</b>
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**FINANCE DEPARTMENT**

UNION CO RECORDER	RECORDING FEES	79.00
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**FINANCE DEPARTMENT**

<b>TOTAL</b>	<b>79.00</b>
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**PARK DEPARTMENT**

IOWA DEPARTMENT OF REVENUE	QTR SALES TAX	42.00
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<b>PARK DEPARTMENT</b>	<b>TOTAL</b>	<b>42.00</b>
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**MANUAL CHECKS/DEBITS TOTAL**

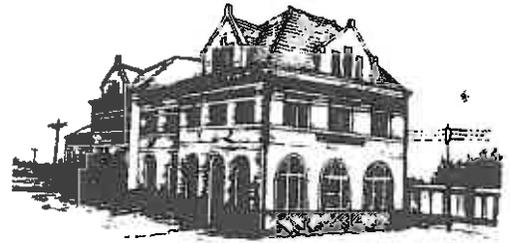
<b>40,056.93</b>
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**BIDS FOR  
AIRPORT LAND LEASE  
MARCH 1, 2014 - FEBRUARY 28, 2017**

Gary Fell	\$300 per acre
Colton Dunphy	\$310 per acre
Alex Gates	\$230 per acre
Gary Bailey	\$303 per acre

*City of*  
**CRESTON, IOWA**

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



*Creston's Restored Depot and City Hall*

January 17, 2014

TO: Mayor Woods and City Council Members

RE: Request to Change the Name of Parkway to Patriotic Parkway

The Middle School Student Government is asking the City Council to consider renaming Parkway to Patriotic Parkway.

Parkway is the short connector street that links New York Ave. (US HWY 34) and Park Street. Parkway is located on the north easterly side of the Visitors Center and the freedom rock.

I would recommend that Council refer this matter to the Planning and Zoning Commission for review. The Commission will then hold a Public Hearing on the matter February 11<sup>th</sup>, and then make their recommendation back to Council for the February 18<sup>th</sup> Council meeting.

Please contact me with any questions or concerns at 641-782-2000 ext. 1.

Yours truly,

A handwritten signature in black ink, appearing to read 'Kevin Kruse'.

Kevin Kruse  
Public Works Director

# City of Creston Parkway



1 inch = 447.01 feet

Date: 1/17/2014



Map graphic and text data are representations of copies of original data sources, and are provided to users as is with no expressed or implied warranty of accuracy, quality, or completeness for any specific purpose or use.

— Roads\_Centerlines

Memo to; City Of Creston

Subject; Fuel contract

Date; January 8, 2014

Thank you for the opportunity to lock in your fuel needs.

As discussed Agriland FS Inc. will lock in the following firm prices

Gasohol..... 16000 gallons ... \$2.90\*

#2 ulsd diesel fuel .....13000 gallons ... \$3.25\*

#1 ulsd diesel fuel ..... 4500 gallons ... \$3.55\*

**Gallons are only an estimate.**

\*Plus applicable taxes, at time of delivery

Time frame February, 1, 2014 through December 31, 2014

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City of Creston

  
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Agriland FS Inc.

Thanks Loren

Agriland FS Inc.

Cell #515.240.2705

Previous contract prices were:  
Gasohol = \$2.96 gal.  
#2 diesel = \$3.37 gal.

**PROFESSIONAL SERVICES AGREEMENT**

**REPLACEMENT OF THE ADAMS STREET BRIDGE  
OVER LAKE MCKINLEY**

**PROJECT NO. BRM-1710(610)-8N-88**

**FHWA No. 002720**

**CITY OF CRESTON, IOWA**

**Calhoun-Burns and Associates, Inc.  
1500 30<sup>th</sup> Street  
West Des Moines, IA 50266**

**Professional Services Agreement  
ADAMS STREET BRIDGE REPLACEMENT**

This is an **AGREEMENT**, made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014;

by and **BETWEEN** the City of Creston, Iowa, identified as the **Owner**;

City of Creston  
116 W. Adams Street  
Creston, IA 50801-0449

and the **Consultant**;

Calhoun-Burns and Associates, Inc.  
1500 30<sup>th</sup> Street  
West Des Moines, IA 50266

for the following Project:

The **Owner** has decided to replace the Adams Street bridge over Lake McKinley in accordance with the current Statewide Transportation Improvement Program. It has been determined that the **Owner** shall proceed with the site survey, preparation of final design, plans, specifications and estimates for the improvements, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) (when applicable).

The **Owner** desires to employ the **Consultant** to provide site survey, wetland delineation, geotechnical engineering, preliminary and final bridge and approach roadway design, bat habitat survey, and bid and construction engineering services in connection with the design and preparation of plans, specifications and estimates for the improvements. The **Consultant** is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of professional engineers.

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### **Article Number And Description**

#### **1 Initial Information**

- 1.1 Project Parameters
- 1.2 Financial Parameters
- 1.3 Project Team
- 1.4 Time Parameters

#### **2 Scope Of Services And Other Special Terms And Conditions**

- 2.1 Enumeration of Parts of the Agreement

#### **3 Form of Compensation**

- 3.1 Method of Reimbursement
- 3.2 Subconsultant

#### **4 Terms And Conditions**

- 4.1 Ownership of Engineering Documents
- 4.2 Revision of Plans
- 4.3 Extra Work
- 4.4 Progress Meetings
- 4.5 Additional Plans
- 4.6 Termination of Agreement
- 4.7 Extension of Time
- 4.8 Mediation
- 4.9 Arbitration
- 4.10 Responsibility for Claims and Liability
- 4.11 Non-Raiding Clause
- 4.12 General Compliance with Laws
- 4.13 Subletting, Assignment or Transfer
- 4.14 Forbidding Use of Outside Agents
- 4.15 Consultant's Endorsement on Plans
- 4.16 Compliance with Title 49, Code of Federal Regulations
- 4.17 Access to Records
- 4.18 Iowa DOT and Federal Highway Administration Participation
- 4.19 Severability
- 4.20 Choice of Law and Form

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments - Lump Sum

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form - Lump Sum

Attachment H - Preliminary Engineering Fee Estimate

## ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

### 1.1 Project Parameters

The objective or use is:

Replacement of the existing bridge with a new structure.

### 1.2 Financial Parameters

#### 1.2.1 The financial parameters are;

Amount of the **Owner's** budget for the **Consultant's** compensation is:  
\$39,105.00 for Phase I - Preliminary Design Phase Engineering.

#### 1.2.2

Amount the **Consultant's** budget for the subconsultants' compensation is:  
\$19,150.00 for Phase I - Preliminary Design Phase Engineering.

### 1.3 Project Team

#### 1.3.1 The **Owner's** Designated Representative identified as the **Contract Administrator** is: Mike Taylor, City Administrator

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

#### 1.3.2 The **Consultant's** Designated Representative is: Jon D. Conzett, P.E., Vice President

#### 1.3.3 The subconsultants retained at the **Consultant's** expenses are:

1. Allender Butzke Engineers, Inc.
2. Iowa Environmental Services, Inc.
3. Griggs Environmental Strategies LLC
4. Garden & Associates, LTD

### 1.4 Time Parameters

#### 1.4.1 Date to Proceed: **Consultant** is to begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

#### 1.4.2 Preliminary design plans including type/size/location for all structures (preliminary design) shall be completed and accepted on or before June 30, 2014 or 90 calendar days after receiving the notice to proceed (whichever is greater).

#### 1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

#### 1.4.4 Final design, contract plans and specifications and estimates shall be completed and accepted on or before November 18, 2014 or 90 calendar days after receiving the notice to proceed with final design (whichever is greater).

## ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

### 2.1 Enumeration of Parts of the Agreement. This Agreement, including its attachments, represents the entire and integrated Agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by the **Owner**, **Consultant**, Iowa DOT, and the FHWA (if applicable). This Agreement comprises the documents listed below.

#### 2.1.1 The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

- 2.1.2 All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.1.3 Other documents as follows:
- .1 Fees and Payments – Attachment C (Lump Sum)
  - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
  - .3 Certification of Consultant - Attachment E
  - .4 Certification of Owner - Attachment F
  - .5 Sample Invoice Form - Attachment G (Lump Sum)
  - .7 Preliminary Engineering Fee Estimate - Attachment H

### ARTICLE 3 FORM OF COMPENSATION

#### 3.1 Method of Reimbursement

- 3.1.1 For the **Consultant's** services as described under Article 2, compensation shall be computed in accordance with the Lump Sum compensation method, as defined in Attachment C - Lump Sum.

#### 3.2 Subconsultant

- 3.2.1 The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** unless the **Contract Administrator** has given prior written approval and the Iowa DOT and the FHWA (when applicable) concurs.

### ARTICLE 4 TERMS AND CONDITIONS

#### 4.1 Ownership of Engineering Documents

- 4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- 4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. All electronic files will be submitted to the **Owner** by the **Consultant** on CD or other mutually agreed upon medium. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.
- 4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

## 4.2 Revision of Plans

4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work". Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work".

4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.

## 4.3 Extra Work

4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work", it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Owner** will provide extra compensation to the **Consultant** upon the basis of a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.

## 4.4 Progress Meetings

4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

## 4.5 Additional Plans

4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

## 4.6 Termination of Agreement

4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.

4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days' written notice to the **Consultant**.

4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the lump sum fee, plus actual costs. The portion of the lump sum fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.

4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.

4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

#### 4.7 Extension of Time

4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.

#### 4.8 Mediation

4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all Agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements.

#### 4.9 Arbitration

4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in Union County, Iowa.

#### **4.10 Responsibility For Claims And Liability**

**4.10.1** The *Consultant* shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the *Consultant*, its members, agents, stockholders, or employees in connection with performance of this Agreement.

#### **4.11 Non-Raiding Clause**

**4.11.1** The *Consultant* shall not engage the services of any person or persons, then in the employment of the *Owner*, for work covered by this Agreement without the written consent of the employer of such person.

#### **4.12 General Compliance With Laws**

**4.12.1** The *Consultant* shall comply with all Federal, State and Local laws and ordinances applicable to the work.

#### **4.13 Subletting, Assignment Or Transfer**

**4.13.1** Subletting, assignment, or transfer of all or part of the interest of the *Consultant* in this Agreement is prohibited unless written consent is obtained from the *Contract Administrator* and the Iowa DOT and the FHWA (when applicable) concurs.

#### **4.14 Forbidding Use of Outside Agents**

**4.14.1** The *Consultant* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *Consultant*, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the *Consultant*, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the *Owner* shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.

#### **4.15 Consultant's Endorsement On Plans**

**4.15.1** The *Consultant* shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

#### **4.16 Compliance With Title 49, Code Of Federal Regulations**

**4.16.1** During the performance of this Agreement, the *Consultant* and its assignees and successors in interest agree as follows:

##### **4.16.1.1 Compliance with Regulations**

**4.16.1.1.1** The *Consultant* will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

##### **4.16.1.2 Nondiscrimination**

**4.16.1.2.1** The *Consultant*, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The *Consultant* will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.

#### 4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex, or national origin.

#### 4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance Agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT, and/or the U.S. DOT shall impose sanctions, which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or Agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

#### 4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, the Iowa DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

#### 4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA, may determine to be appropriate, including, but not limited to:

...1.6.1.1 Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or

...1.6.1.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

#### 4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner**, the Iowa DOT, or the

United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT, and the United States, respectively.

**4.17 Access To Records**

**4.17.1** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the Agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

**4.18 Iowa DOT and Federal Highway Administration Participation**

**4.18.1** The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration (if applicable). The Iowa DOT and the Federal Highway Administration shall have the right to participate in the conferences between the **Consultant** and the **Owner** and to participate in the review or examination of the work in progress.

**4.19 Severability**

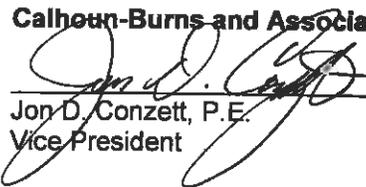
If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**4.20 Choice of Law and Form**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Union County District Court for the State of Iowa, Creston, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

**Calhoun-Burns and Associates, Inc.**

  
\_\_\_\_\_  
Jon D. Conzett, P.E.  
Vice President

Date: January 16, 2014

**City of Creston, Iowa**

\_\_\_\_\_  
Warren Woods  
Mayor

Date: \_\_\_\_\_, 2014

**Iowa Department of Transportation**  
Accepted for FHWA Authorization\*

By: \_\_\_\_\_  
Vince Ehler, P.E.  
Local Systems Engineer  
District 4

Date: \_\_\_\_\_, 2014

\* The Iowa DOT is not a party to this Agreement. However, by signing this Agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

**ATTACHMENT A**  
**Scope of Services**

**GENERAL**

Services included in this fee proposal consist of site survey, preliminary design, wetland delineation, and bat habitat assessment for the following structure in the City of Creston, Iowa:

- Replacement of the existing 36' x 20' steel I-beam bridge over Lake McKinley with a custom continuous concrete slab (CCS) bridge with 5' sidewalk.

**TASKS**

**I. PHASE I - PRELIMINARY DESIGN PHASE ENGINEERING**

Following notice to proceed from the **Owner**, work will begin with the site survey, hydraulic analysis, preliminary bridge and approach roadway design, wetland delineation, and bat habitat assessment.

Custom CCS bridge and profile grade line will be determined and a structure type, size and location (TS&L) prepared. And, a preliminary opinion of probable construction cost (OPC) will be calculated along with development of the TS&L. Supporting documentation for agency submittals will be prepared and submitted to the **Owner**. Submittal of application for approval to Iowa Department of Natural Resources pertaining to regulations concerning construction in floodplains of Iowa rivers and streams will be completed. All document submittals to review agencies, including the Iowa Department of Transportation and U.S. Army Corps of Engineers (USACOE) will be done by the **Consultant**.

Provide staff management, monthly invoicing, and progress reporting. Provide coordination and liaison with **Contract Administrator**. Conduct ongoing quality reviews during project development and prior to scheduled submittals.

Bat habitat assessment will be provided if required by the USACOE.

Utility Coordination is limited to providing private utility companies with copies of preliminary and final plans.

Work on this phase will be considered complete on the date preliminary documents are submitted to the **Owner** and applicable review agencies.

**II. ARCHAEOLOGICAL/HISTORICAL INVESTIGATIONS**

Not a part of this Agreement; to be provided by the Iowa DOT at the request of **Owner**.

**III. PHASE II – FINAL DESIGN PHASE ENGINEERING**

To be negotiated by Supplemental Agreement.

**IV. GEOTECHNICAL INVESTIGATIONS**

To be negotiated by Supplemental Agreement during Final Design Phase.

**V. WETLAND MITIGATION DESIGN AND PLAN**

To be negotiated by Supplemental Agreement during Final Design Phase.

**VI. RIGHT-OF-WAY AND EASEMENT ACQUISITION**

Not a part of this Agreement: If required, to be provided by **Owner**.

**VII. PHASE III - BID AND CONSTRUCTION PHASE ENGINEERING**

To be negotiated by Supplemental Agreement.

**DELIVERABLES**

Per Attachment B

**ATTACHMENT B**  
**Specifications**

- A. The **Consultant** shall provide the **Owner** with:
1. Layout plans and appropriate detail design drawings of the structure and component parts which shall consist of all plans, elevations, section, and other drawings, except structural metalwork shop drawings, necessary for letting purposes. Plans shall be prepared in English units. The preliminary plan submittal shall be made as a paper submittal. All final drawings shall be submitted in electronic format.
  2. All work shall be in conformity with the standards of the Iowa DOT.
  3. Complete specifications covering the work to be constructed, consisting of Special Provisions and Special Specifications to be issued in connection with the "Standard Specifications for Highway and Bridge Construction", Series of 2012, Iowa Department of Transportation, and the current Supplemental Specifications for Construction Projects.
  4. Consultation during the course of preliminary design and attendance at conferences with the **Owner** and reviewing agencies. One such meeting is anticipated.
  5. Monthly progress reports shall indicate the percentage of work on the various items completed to the date of such report, together with a description of the status of work in progress. Such progress report may be used as a basis for monthly statements for partial payments to the **Consultant**.
  6. Prints of the plans in process as to keep the **Contract Administrator** fully informed as to the progress of the work.

**ATTACHMENT C (referenced from 3.1)  
Fees and Payments - Lump Sum**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount for Phase I – Preliminary Design Phase Engineering shall be \$39,105.00. The fees for Phase II – Final Design Phase Engineering and Phase III – Bid and Construction Phase Engineering will be negotiated by individual Supplemental Agreements upon completion and approval from the **Owner** for each preceding phase of engineering work. The estimated staff hours and fees for Phase I – Preliminary Design Phase Engineering are shown in Attachment H.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

**3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

**3.1.1.3 Premium Overtime Pay.** Not applicable.

**3.1.1.4 Payments.** Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT D**  
**Certification Regarding Debarment, Suspension, and other Responsibility Matters**  
**– Primary Covered Transactions**

**Instructions for Certification**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

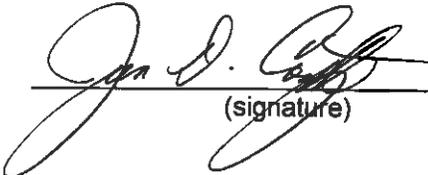
1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and other Responsibility Matters  
- Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa  
Polk County

I Jon D. Conzett, P.E., Vice President of Calhoun-Burns and Associates, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.

  
\_\_\_\_\_  
(signature)

Subscribed and sworn to this 16 day of January, 2014

  
\_\_\_\_\_  
(signature)

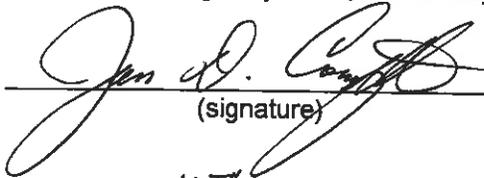


**ATTACHMENT E**  
**Certification of Consultant**

I hereby certify that I, Jon D. Conzett, P.E. am the Vice President and duly authorized representative of the firm of Calhoun-Burns and Associates, Inc., whose address is 1500 30<sup>th</sup> Street, West Des Moines, IA 50266, and that neither I nor the above firm here represented has:

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

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

  
\_\_\_\_\_  
(signature)

Made this 16<sup>th</sup> day of JANUARY, 2014.

**ATTACHMENT F**  
**Certification of Owner**

I hereby certify that I, Warren Woods, am the Mayor and the duly authorized representative of the **Owner**, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Iowa DOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(signature)

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTACHMENT G**  
**Sample Invoice Form – Lump Sum**

Consultant Name  
Consultant Address  
Consultant Address

**Lump Sum Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

Total Lump Sum Amount  
Percentage Completed  
    Total  
Less Amount Previously Billed  
    Total Current Bill  
Subconsultants  
    Name  
    Name  
    Name  
Total

Current Labor Hours  
Total Labor Hours Incurred To Date  
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.



<b>CLIENT:</b>	City of Creston
<b>PROJECT:</b>	Adams Street Bridge Replacement

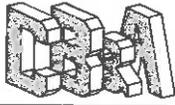
12/06/13

Concept: Custom CCS Bridge with Sidewalk and Aesthetics

TASK / SHEETS	STAFF HOUR ESTIMATE					
	Principal	Proj. Mgr.	Proj. Engr.	Technician	Clerical	Total
<b>PHASE I PRELIMINARY DESIGN</b>						
<b>I.A Site Survey Coordination</b>						
Review Survey Checklist and Known Buried City Utilities w/ Garden		1.0	1.0		0.5	2.5
Review Field Notes and Prepared Base Map Against Checklist		0.5	1.0	4.0		5.5
General Coordination / Administration	1.0	1.5	1.0		0.5	4.0
I.A Subtotal	1.0	3.0	3.0	4.0	1.0	12.0
<b>I.B Preliminary Design and Drafting (Custom CCS Bridge w/ 5' Sidewalk)</b>						
Hydraulic Analysis		2.0	8.0	1.0		11.0
Review Design Criteria		0.5	1.0			1.5
Develop Concept Statement for IDOT		0.5	2.0		0.5	3.0
Street Typical Section		0.5	2.0	2.0		4.5
Title Sheet (1)		0.5	1.0	3.0		4.5
Situation Plan (1)		3.0	10.0	12.0		25.0
Plan and Profile (2 @ 40 Scale) w/ Preliminary ROW		3.0	12.0	12.0		27.0
Cross Sections (2 sheets)		1.0	8.0	8.0		17.0
Quality Control Review and Revisions	1.0	8.0	4.0	4.0		17.0
I.B Subtotal	1.0	19.0	48.0	42.0	0.5	110.5
<b>I.C Preliminary Coordination and Submittals</b>						
Review Agency Submittals (City, IDOT, IDNR, COE, Utilities)		1.0	6.0	4.0	2.0	13.0
Review Meeting with City on Prelim. Plans and Wetland Report (1)	2.0	8.0	2.0	1.0		13.0
Coord. w/ City, IDOT, and B. Nansell on Archaeological Review	1.0	4.0	1.0		1.0	7.0
General Coordination / Administration	2.0	8.0	6.0		2.0	18.0
I.C Subtotal	5.0	21.0	15.0	5.0	5.0	51.0
<b>II.D Wetland Delineation Coordination</b>						
Prepare Environmental Subconsultant Agreement	1.0				0.5	1.5
Review Wetland Delineation Report	0.5	2.0	1.0			3.5
General Coordination / Administration	1.0	2.0	1.0		1.0	5.0
II.D Subtotal	2.5	4.0	2.0		1.5	10.0
<b>Phase I Estimated Hours Subtotal</b>						
	7.0	43.0	66.0	51.0	6.5	173.5
<b>Hourly Rate</b>						
	\$157.00	\$146.00	\$116.00	\$85.00	\$75.00	
<b>Phase I Estimated Salary Subtotal</b>						
	\$1,099.00	\$6,278.00	\$7,656.00	\$4,335.00	\$487.50	\$19,855.50
<b>I.E Expenses</b>						
Mileage for Progress Meeting with City (1)	1 Trip @ 175 miles/trip @ \$0.565/mile					\$99.50
Wetland Delineation (Griggs Environmental Strategies)						\$3,150.00
Site Survey (Garden and Associates)						\$16,000.00
Phase I Estimated Expense Subtotal						\$19,249.50
<b>ESTIMATED PHASE I SUBTOTAL</b>						<b>\$39,105.00</b>

Staff hour estimate figures provided are grouped into generalized work categories, and are used as a basis for estimating total engineering effort for the project. No guarantee is intended or implied that the staff hours actually expended for individual items, individual tasks, or individual employee categories will be exactly as shown on this staff hour estimate.

The Total Estimated Engineering Cost shown above does not include work tasks which are not part of the Scope of Services contained in the Agreement for Professional Services, such as archeological surveys, historical/architectural studies and reports, geotechnical investigations, final design engineering and drafting, wetland mitigation, right-of-way or easement acquisition, water and sanitary sewer relocation design, bid and construction phase services, or landscaping. It also does not include the Owner's own administrative costs and legal fees, or unanticipated or unidentifiable procedures and requirements implemented by any review agency after the date of this estimate.



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

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**ATTACHMENT H**  
**FEE PROPOSAL**

**HOURLY BILLING RATES (EFFECTIVE JULY, 2013)**

Principal of Firm II:	\$160 / Hour
Principal of Firm I:	\$157 / Hour
Project Manager IV:	\$158 / Hour
Project Manager III:	\$155 / Hour
Project Manager II:	\$146 / Hour
Project Manager I:	\$142 / Hour
Professional Engineer IV:	\$149 / Hour
Professional Engineer III:	\$139 / Hour
Professional Engineer II:	\$127 / Hour
Professional Engineer I:	\$116 / Hour
Design Engineer IV:	\$127 / Hour
Design Engineer III:	\$114 / Hour
Design Engineer II:	\$104 / Hour
Design Engineer I:	\$ 96 / Hour
Design Technician IV:	\$107 / Hour
Design Technician III:	\$100 / Hour
Design Technician II:	\$ 92 / Hour
Design Technician I:	\$ 85 / Hour
Technician IV:	\$ 92 / Hour
Technician III:	\$ 85 / Hour
Technician II:	\$ 75 / Hour
Technician I:	\$ 65 / Hour
Office Manager:	\$115 / Hour
Administrative Assistant IV:	\$ 80 / Hour
Administrative Assistant III:	\$ 75 / Hour
Administrative Assistant II:	\$ 68 / Hour
Administrative Assistant I:	\$ 59 / Hour
Mileage:	Current IRS Standard Rate
Expenses:	Actual Cost

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

## Lisa Williamson

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**From:** Stephanie Shinn <swiaproviderawareness@yahoo.com>  
**Sent:** Wednesday, January 08, 2014 10:23 AM  
**To:** Lisa Williamson  
**Subject:** Re: 5K race/run

We are wondering if the Southwest Iowa Provider Awareness can have a 5k again this year, being the 3rd year, we are looking at May 10th. Let us know if you can and we will start advertising!! Thank you so much.  
Jenny Rice  
641-344-2837

On Wednesday, April 4, 2012 10:43 AM, Lisa Williamson <[LWilliamson@crestoniowa.org](mailto:LWilliamson@crestoniowa.org)> wrote:  
You're very welcome! Glad to help! ☺

*Lisa Williamson*

City Clerk  
City of Creston (7834)  
PO Box 449  
Creston, IA 50801-0449  
T: 641-782-2000 Ext 3  
F: 641-782-6377  
[lwilliamson@crestoniowa.org](mailto:lwilliamson@crestoniowa.org)