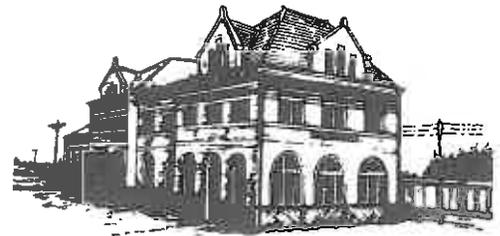


City of
CRESTON, IOWA

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, February 18, 2014
6:00 p.m.
02/14/2014 10:30 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:** February 4, 2014 – Regular Meeting
 2. **Claims:** \$77,247.75
 3. **Liquor Licenses:** Dollar General – Class BC w/Sunday Sales Renewal; Wal-Mart – Class LE w/Sunday Sales Renewal
 4. **Resignation:** Airport Commissioner – Kim Whittington
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 purpose of accepting comment on the City making application for financial assistance with the USDA Rural Development to partially finance the purchase of a new police cruiser
 2. **Resolution** to approve Construction Payment #3 of \$3,415.22 to Kimrey Electric for work completed on the Airport Lighting Improvements Project
 3. **Resolution** to approve an Immediate Safety Enhancement (ISE) Application for Creston Municipal Airport for an existing height limitation easement for the approach to runway end 34
 4. **Resolution** to set bid date for March 13, 2014 at 2:00 p.m. and Public Hearing and Bid Letting on March 18, 2014 at 6:00 p.m. for Airport Pavement Maintenance Project
 5. **Resolution** to appoint Tadd Carr to the Airport Commission with term expiring November 11, 2015
 6. **Resolution** to approve Revised Professional Services Agreement with Calhoun-Burns & Associates for Phase I – Preliminary Design Phase Engineering for the Replacement of the Adams Street Bridge over Lake McKinley
 7. **Resolution** to approve request from Creston Middle School Government Class to change the name of Parkway Street to Patriotic Parkway based on recommendation of the Planning & Zoning Commission

8. **Resolution to set a Public Hearing on March 4, 2014, at 6:00 p.m. for the purpose of accepting comment on Ordinance No. 14-151 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 136, SECTION 03, AND ADDING NEW SUB-SECTIONS 4 AND 5 – PROVISIONS PERTAINING TO SIDEWALK REGULATIONS**
9. **Discuss and possibly take action on request to open Park Street north of Howard Street**
8. **Other**
 1. Discussion of Chapter 10 – Commercial Property Tax Exemptions
 2. Discussion of Sonntag Property Development/Cottonwood Subdivision
9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL FEBRUARY 4, 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 Pro-tem White presiding.

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

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

Wilson moved seconded by Lybarger to approve the consent agenda, which included approval of minutes of January 21, 2014, regular meeting; claims of \$109,144.77 and fund transfers of \$8,743.41. All voted aye. Motion declared carried.

No one spoke during Public Forum.

Mayor Pro-tem White announced that now is the time for a Public Hearing on the matter of the Adoption of the Final Budget for FY 2015. He asked if anyone wished to speak in favor of the budget; no one did. He asked if there was any written correspondence in favor of the budget; there was none. He asked if anyone wished to speak against the budget; no one did. He asked if there was any written correspondence against the budget; there was none. Mayor Pro-tem White then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by Loudon to Adopt the Final Budget for FY 2015 and authorize the Mayor and Clerk to execute the proper documentation. Wilson, Levine, Winborn, White and Loudon voted aye. Lybarger and Koets voted nay. Resolution declared passed.

A resolution was offered by Loudon seconded by Wilson to approve a contract with SICOG for administration services of the WIRB Grant received for the Hurley Creek Watershed Project, to be paid from the McKinley Park Restricted Gift Fund based on recommendation of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve a funding request drawdown from the Hurley Creek/McKinley Lake Watershed Improvement Association WIRB Funds of \$8,000 and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Winborn seconded by Wilson to approve the City making application for financial assistance with the USDA Rural Development to partially finance the purchase of a new police cruiser and authorize the Mayor and Clerk to execute

the proper documentation. Levine, Winborn, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Lybarger to set a Public Hearing on February 18, 2014 at 6:00 p.m. for the purpose of accepting comment on the City making application for financial assistance with the USDA Rural Development to partially finance the purchase of a new police cruiser and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Levine, Winborn, White, Loudon and Lybarger voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve a contract with USA Entertainment Agency for Comedian Artists Dwayne Clark and Shawn Gregory for the McKinley Park Comedy Show Fundraiser on February 22, 2014 based on recommendation of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve a contract with Revelation Tribute Corporation (David Williams) for \$2,000 plus a security deposit of \$1,000 to hire Revelation for the Annual Concert in the Park on June 21, 2014 based on recommendation of the Park & Recreation Board 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 Levine to approve a contract with Craig Shores dba Change of Heart Tribute Band for \$1,500 plus a security deposit of \$500 for the Annual Concert in the Park on June 21, 2014 based on recommendation of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve Agreement with IDOT for Traffic Safety Improvement Program Funding of \$4,300 to be used for equipment for the Creston Speed & Traffic Volume Project and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Lybarger to approve request to deactivate the accounting funds of Equipment Acquisition, Library Infrastructure, Restricted Gifts-Airport, Restricted Gifts-Skatepark and Safe Room, transferring any balances to the General Fund and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

Under Other, Mike Taylor handed out additional information to Council Members regarding Sonntag Development to be discussed at the next regularly scheduled Council Meeting.

Wilson moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:15 p.m.

Mayor Pro-tem

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	UNIFORMS FOR OFC. CARR	683.28
			UNIFORM PANTS-MERRITT	159.98
		CHIEF SUPPLY	3V LITHIUM BATTERIES	70.67
		GREATER REG MEDICAL CNTR	PHYSICAL - CARR	1,105.00
		IOWA LAW ENFORCEMENT ACADEMY	MENTAL HEALTH TRAINING CD	20.00
			5 STAR LEADERSHIP	225.00
		CRESTON MOTOR SUPPLY INC	FUEL FITTINGS	12.37
		PETTY CASH - POLICE	USPS CERT. MAIL	11.24
			USPS-CERT MAIL	12.65
			USPS-CERT MAIL	6.49
		SUPREME CLEANERS	UNIFORM CLEANING-JAN'14	46.75
		TREAT AMERICA FOOD SERVICES	LUNCH ILEA	7.36
			TOTAL:	2,360.79
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR
TOTAL:	5,598.17			
FIRE PROTECTION	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	428.89
			ELECTRIC & GAS	562.67
		MCI	LONG DISTANCE	4.76
		PETTY CASH - FIRE	WALMART-FOLDERS	11.25
			WALMART-BATTERIES	6.97
			TRUE VALUE-FUEL MIX CHAINS	15.98
			AKIN-PIPE FITTINGS	9.57
			FARM & HOME - SMALL ENGINE	12.53
			TRUE VALUE- MAINT SUPPLIES	16.86
			TRUE VALUE-EXTENSION CORD	4.49
			TOTAL:	1,073.97
BUILDNG & HSNG SAFETY	GENERAL FUND	ACCESS TECHNOLOGIES INC	25' USB CABLE	33.99
			CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREENING
		OFFICE DEPOT	OFFICE SUPPLIES	3.57
			OFFICE SUPPLIES	74.99
			TOTAL:	144.55
ANIMAL CONTROL	GENERAL FUND	GROSS, DENNIS	SUCCESSFUL ADOPTION	20.00
			AKIN BUILDING CENTER	DOG POUND SUPPLIES
			DOG POUND SUPPLIES	109.69
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	364.96
			TOTAL:	796.65
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	8,878.37
			TOTAL:	8,878.37
TRAFFIC SAFETY	GENERAL FUND	BROWN TRAFFIC PRODUCTS INC	STOP LIGHT POLE BASES	405.00
			ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS
			TOTAL:	1,650.18
AIRPORT	GENERAL FUND	DEAN KIMREY	AIRPORT LIGHTING IMPROVMT	3,415.22
			WASTE MANAGEMENT	DUMPSTER FEB '14
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	502.38
		MCI	LONG DISTANCE	0.12
		CRESTON MOTOR SUPPLY INC	BATTERIES-SNOW PLOW TRUCK	214.68
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	39.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			FUEL PROFIT -JAN'14	338.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	5,926.28
LI SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER - LIBRARY	15.55
		WASTE MANAGEMENT	DUMPSTER FEB '14	40.89
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	531.04
		MCI	ELECTRIC & GAS	687.17
		OFFICE DEPOT	LONG DISTANCE	7.38
			LABELS	51.54
			TOTAL:	1,333.57
PARKS	GENERAL FUND	MCGUIRE HOLDINGS INC	FLAG POLE GLOBES & WEIGHT	95.16
		CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREENING	32.00
		WASTE MANAGEMENT	DUMPSTER FEB '14	38.52
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	1,417.99
		K & J HARDWARE INC	SPRAY PAINT	23.94
			TOTAL:	1,607.61
RECREATION	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	182.76
			TOTAL:	182.76
CEMETERY	GENERAL FUND	CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREENING	32.00
		WASTE MANAGEMENT	DUMPSTER FEB '14	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	335.19
		MCI	LONG DISTANCE	1.11
		K & J HARDWARE INC	LP TANK REFILLS	32.98
			LP TANK HOSE	22.99
			TOTAL:	486.23
SWIMMING POOL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	21.04
			ELECTRIC & GAS	600.74
			TOTAL:	621.78
FINANCIAL ADMINISTRATION	GENERAL FUND	TAYLOR, MICHAEL	'14 IMMI & ICMA SUMMIT	420.00
		PURCHASE POWER	POSTAGE DRAWDOWN-JAN'14	408.99
		INFO DOG SECURITY, LLC	MONITORS & CPU PURGE	340.00
			ONSITE PURGE - 6000LBS	840.00
		PITNEY BOWES RESERVE ACCOUNT	PREPAY POSTAGE DRAWDOWN	500.00
		BANKERS LEASING CO	COPIER LEASE- MAINTENANCE	253.52
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES -JAN'14	518.46
		IOWA CODIFICATION INC	FEB'14 SUPPLEMENT	169.00
		MCI	LONG DISTANCE	46.74
		OFFICE DEPOT	OFFICE SUPPLIES	74.65
			TOTAL:	3,571.36
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, P.C.	PROF SVCS-JAN'14	313.50
			TOTAL:	313.50
CITY HALL	GENERAL FUND	DAVE & CINDA LONG	STAIRWELL PAINT & SUPPLIES	53.69
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	1,278.76
			ELECTRIC & GAS	558.47
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-JAN'14	475.00
		VERNIE'S DRAPERY SHOP	BLACKOUT SHADES-MAYOR	448.00
			TOTAL:	2,813.92
ROAD MAINTENANCE	ROAD USE TAX	MCGUIRE HOLDINGS INC	FLAG POLE GLOBES & WEIGHT	36.00
			FLAG POLE GLOBES & WEIGHT	57.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	31.37
		CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREENING	32.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	620.23
			ELECTRIC & GAS	643.23
		MCI	LONG DISTANCE	0.67
		CRESTON MOTOR SUPPLY INC	AIR FILTERS	264.61
			BATTERIES,OIL DRY,CHAIN	452.33
		AGRILAND FS INC	1084G UNLD, 1700G DSL	9,003.74
		SCHILDBERG CONSTRUCTION COMPANY INC	93.61T CLASS D ROAD ROCK	1,057.80
			TOTAL:	12,199.63
SNOW AND ICE CONTROL	ROAD USE TAX	MARK IDE	28" STEEL	38.77
			TOTAL:	38.77
ADMIN-STREETS(ENGINR)	ROAD USE TAX	ACTION REPROGRAPHICS	24"X36" 20# COPY PAPER	59.04
			TOTAL:	59.04
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT	LAMAIR-MULOCK-CONDON CO.		EMPLOYEE BENEFITS SVC FEE	5,000.00
			TOTAL:	5,000.00
POLICE FORFEITURE	POLICE FORFEITURE	PETTY CASH - POLICE	TRUE VALUE - DOG FOOD	30.99
			TOTAL:	30.99
MC KINLEY PARK RENOVAT RESTRICTED GIFTS-M	USA ENTERTAINMENT AGENCY		COMEDIAN - FINAL PMT	450.00
	FRANK MOYER, AME INC.		COMMISSION PARTY IN PARK	750.00
	PANTHER LANES		LANE FEES	600.00
			TOTAL:	1,800.00
LIL. (RESTRICTED GIF RESTRICTED GIFTS-L	INGRAM		BOOKS	5.99
			TOTAL:	5.99
SANITARY SEWER/WASTWTR SEWER OPERATING FU	IOWA SECTION AWWA LAB & PRETREATMENT		2 LAB SCHOOLS-MIKE & JIM	140.00
	AKIN BUILDING CENTER		SIDING AND LUMBER	133.00
	CRESTON CITY WATER WORKS		1/2 ONE CALLS-JAN'14	10.35
	WASTE MANAGEMENT		DUMPSTER FEB '14	75.14
	ENVIRONMENTAL PRODUCTS & ACCESSORIES		100FT 6" EPDM300 A FRT	1,328.95
	HYGIENIC LABORATORY-AR		2 NH3'S	38.00
			NH3'S	38.00
			2-NH3S	38.00
			NH3, TSS, TKN, O&G	38.00
			2 NH3'S BOD	74.00
			N&P	38.00
			BOD	36.00
			TSS	19.00
			NH3	19.00
			O&G	50.00
			TKN	38.00
			2- CBOD	72.00
			PLANT METALS	118.00
	ALLIANT ENERGY-INT PWR&LGHT		ELECTRIC & GAS	2,074.31
			ELECTRIC & GAS	5,539.72
	MCI		LONG DISTANCE	1.12
	PETTY CASH - SANITATION		AKIN - NAILS SCREWS	8.18
	REGION IV IA WATER ENVIRONMENT		REGIONAL MEETING	32.00
	UPS		POSTAGE	17.14
			POSTAGE	33.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	10,009.33
AN	CONTROL	ANIMAL SHELTER *AG APTON VETERINARY CLINIC	SPAY CAT NELSON	110.00
		CRESTON PUBLISHING CO	CARE ADS- JAN '14	49.49
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-JAN '14	87.86-
			SPAY DOG-MONTANYE	75.00
			EXAM & TREAT ORANGE CAT	190.18
		SOUTHERN HILLS VET SVC INC	NEUTER CATS WOOLHEATER	75.00
		HILLTOP VETERINARY CLINIC	TEST & VACC KITTEN-LOTUS	59.00
			EMCY MED CAT-JOHNSTON	49.50
			TOTAL:	520.31

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

001	GENERAL FUND	37,359.69
110	ROAD USE TAX	12,297.44
112	PAYROLL TAX BENEFIT	5,000.00
120	POLICE FORFEITURE	30.99
166	RESTRICTED GIFTS-MCKNLY P	1,800.00
167	RESTRICTED GIFTS-LIBRARY	5.99
610	SEWER OPERATING FUND	10,009.33
953	ANIMAL SHELTER *AGENCY FU	520.31
GRAND TOTAL:		67,023.75

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 02/18/2014

SELF FUNDING INSURANCE

KABEL	FLEX	95.00
TRISTAR BENEFIT	INV CHECK RUN	4,788.50
TRISTAR BENEFIT	INV CHECK RUN	5,323.50

SELF FUNDING INSURANCE

TOTAL	10,207.00
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FINANCE DEPARTMENT

UNION CO RECORDER	RECORDING FEES	17.00
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FINANCE DEPARTMENT

TOTAL	17.00
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PARK DEPARTMENT

PARK DEPARTMENT	TOTAL	0.00
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MANUAL CHECKS/DEBITS TOTAL

10,224.00

Shelter Rental Policy

FYI

All shelter houses in the park are furnished with one trash can and five picnic tables to rent for \$25. When renting the shelter you have the use of the above amenities for the whole day. If the renter wishes to have extra tables, arrangements must be made at the time of the reservation or no less than 2 business days prior to the event. Up to 6 extra tables can be rented for an additional \$10 per table. During special events and holidays, extra tables may not be available.

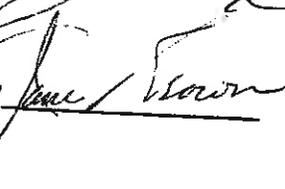
Approved: February 4, 2014

Park and Recreation Dept.
116 W Adams St
Creston, IA 50801
641-782-2000

Chairman



Secretary



PUBLIC NOTICE

Notice that a public meeting for comments will be held to review the City of Creston's plan to file an application for Federal Assistance for the purchase of a police cruiser with the USDA Rural Development Community Facilities Grant program. The public meeting will be held at 6:00 PM, February 18, 2014 at the Creston City Hall, 116 W. Adams Street in Creston. Anyone can attend to learn more about the project, ask questions about the project and application, and provide comments. Alternatively, questions and comments can be submitted in writing to the City Clerk's Office at the above address prior to the meeting for consideration during the meeting.

CONSTRUCTION PROGRESS PAYMENT

Project Description: Creston Municipal Airport - Lighting Improvements

Date of Contract: 8/29/2013
Completion Date: 30 Working Days

Estimate No: Three (3)

Contractor: Kimery Electric
4862 84th Street
Urbandale, Iowa 50322

Owner: City of Creston
116 West Adams Street
Creston, Iowa 50801

Base Contract Price	\$160,900.00	Materials on Hand (See Attached Tab)	\$0.00
Work Order No. 1	-\$1,516.50	Construction Completed (See Attached Tab)	\$149,304.50
Work Order No.		Total Amount Earned	\$149,304.50
Work Order No.		Less Retainage	\$5,000.00
Work Order No.		Less Previous Payment	\$140,889.28
Work Order No.		AMOUNT DUE THIS ESTIMATE	\$3,415.22
TOTAL CONTRACT PRICE	\$159,383.50		

Requested For Contractor By Kimery Electric Dean King

Title OWNER

Date 1-29-14

Recommended By Engineer Joseph P. Roenfeldt
Joseph P. Roenfeldt, P.E.

Title Project Engineer

Date 1-30-14

Approved For Owner By _____

Title _____

Date _____

TABULATION OF CONSTRUCTION QUANTITIES

PROJECT: Creston Municipal Airport - Lighting Improvements
 PROJECT NUMBER: 4398.06
 ESTIMATE NO.: Three (3)

FOR THE PERIOD
 FROM: 11/21/2013
 TO: 12/19/2013

Item No.	Item Description	Contract Quantity and Units	Unit Price	Total To Date		Previous Period		Completed This Period	
				Quantity	Cost	Quantity	Cost	Quantity	Cost
1	Safety Plan Compliance Document	1 LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00	0	\$0.00
2	CSPP and SPCA Compliance	1 LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00	0	\$0.00
3	Mobilization	1 LS	\$6,000.00	1	\$6,000.00	1	\$6,000.00	0	\$0.00
4	#8, 5KV, 7 Strand, Type C Cable	1 13,320 LF	\$1.20	11,175	\$13,410.00	11,175	\$13,410.00	0	\$0.00
5	#6 Bare Counterpoise Wire, Installed in Trench	1 12,685 LF	\$1.70	11,510	\$19,567.00	11,510	\$19,567.00	0	\$0.00
6	Connection of Runway/Taxiway Series Circuit	1 LS	\$1,500.00	1	\$1,500.00	1	\$1,500.00	0	\$0.00
7	1-Way, 2 Inch Schedule 40 PVC Conduit, DEB	1 10,500 LF	\$2.50	10,849	\$27,122.50	10,849	\$27,122.50	0	\$0.00
8	2-Way, 2 Inch Schedule 40 PVC Conduit, DEB	200 LF	\$7.00	140	\$980.00	140	\$980.00	0	\$0.00
9	2-Way, 3 Inch Schedule 40 PVC Conduit, DEB	1 700 LF	\$8.00	140	\$1,120.00	140	\$1,120.00	0	\$0.00
10	1 or 2 Way, 2 Inch HDPE Conduit, Directionally Bored	1 0 LF	\$16.00	0	\$0.00	0	\$0.00	0	\$0.00
11	L-861 MIRL, Base Mounted Runway Edge Light	47 EA	\$740.00	45	\$33,300.00	45	\$33,300.00	0	\$0.00
12	L-861T MITL, Base Mounted Taxiway Edge Light	22 EA	\$730.00	22	\$16,060.00	22	\$16,060.00	0	\$0.00
13	L-861E MIRL, Base Mounted Runway Threshold/End Light	16 SY	\$740.00	16	\$11,840.00	16	\$11,840.00	0	\$0.00
14	L-867D, Electrical Handhole	6 EA	\$600.00	6	\$3,600.00	6	\$3,600.00	0	\$0.00
15	Spare Parts	1 LS	\$1,000.00	1	\$1,000.00	0	\$0.00	1	\$1,000.00
16	Demolition and Removal of Existing Lighting Systems	1 LS	\$3,000.00	1	\$3,000.00	1	\$3,000.00	0	\$0.00
17	Connection of Voltage Trigger to Existing REILS	1 LS	\$800.00	1	\$800.00	1	\$800.00	0	\$0.00
18	Pavement Removal and Replacement	1 LS	\$3,500.00	1	\$3,500.00	1	\$3,500.00	0	\$0.00
CO 1-1	Bore 2" and 3" Conduit Under Ramp and Taxiway	175 LF	\$23.00	175	\$4,025.00	175	\$4,025.00	0	\$0.00
CO 1-2	Concrete Encasement over Gas Pipeline	60 LF	\$8.00	60	\$480.00	60	\$480.00	0	\$0.00

1 Quantities adjusted per Change Order #1

CGA Consultants Marshalltown, IA 50158	Contract Amount	Total Earned to Date	Previously Earned	Completed This Period
TOTALS	\$159,383.50	\$149,304.50	\$148,304.50	\$1,000.00



IMMEDIATE SAFETY ENHANCEMENT (ISE) APPLICATION

Completed By Airport:

Airport Name Creston Municipal Airport Date February 3, 2014
 Airport Sponsor Name City of Creston
 Contact Person Mike Taylor Title City Administrator
 Mailing Address 116 W Adams St
 City Creston State IA ZIP Code 50801 Phone Number (641) 782-2000
 E-mail Address mike@crestoniowa.org

Project Description:

Brief description of the proposed project and associated costs (*attach pictures or additional justification as applicable*)
 The City of Creston has an existing height limitation easement for the approach to runway end 34. It is known that there are existing obstructing trees in this approach. This project will provide for the first step in a two step process to trim/remove the obstructing trees. The first step will be to survey and mark the obstruction trees. This will be done by placing flagging in the trees at the specified height. With this information, the City will obtain quotes for the trimming/removal work. It is intended that a second application will be submitted for the removal work once the work is defined and quotes obtained.

Project Cost Information:

Total Cost of the Project	<u>\$ 4,500</u>	
State Funds	<u>\$ 3,150</u>	(70%, \$10,000 max)
Local Funds	<u>\$ 1,350</u>	(30%)

Sponsor Signature: _____ Date: _____

Printed Name: _____ Title: _____

Please mail application to:

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

Attn.: Mike Marr
 E-mail: Michael.marr@dot.iowa.gov
 FAX: 515-233-7983
 515-239-1468

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING
CITY OF CRESTON PUBLIC IMPROVEMENT PROJECT**

Time and Place for Filing and Opening of Sealed Proposals. Sealed proposals will be received by the City Clerk of the City of Creston, Iowa at her office at City Hall, 116 W Adams in Creston, Iowa 50801, until 2:00 P.M. local time on March 13, 2014, for the project described below. Proposals will be opened and read aloud at that time.

Time and Place Proposals Will be Considered. Bids will be considered and acted upon by the Creston City Council at a meeting to be held at City Hall, 16 W Adams in Creston, Iowa 50801 at 6:00 P.M. local time on March 18, 2014, or at such later time and place as may then be fixed. The City of Creston reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. The work on the proposed contract may actively commence within ten (10) days of the Notice to Proceed and the base bid shall be completed within seven (7) working days. The base bid plus alternate bid 1 shall be completed within ten (10) working days. The base bid plus alternate bid 2 shall be completed within twelve (12) working days. The base bid plus alternate bid 1 and 2 shall be completed within fifteen (15) working days. This project is subject to liquidated damages as prescribed within the project manual. Anticipated start date is June 2, 2014.

Bid Security. Each bidder shall accompany its bid with bid security as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

Contract Documents. Copies of the plans and specifications may be obtained for this project from Clapsaddle-Garber Associates (CGA), 16 East Main Street, Suite 400, Marshalltown, Iowa 50158, at a cost of \$50 per set of plans and specifications. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the Creston City Council on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the

improvement at its meeting at 6:00 P.M. local time on March 18, 2014, at City Hall, 16 W Adams in Creston, Iowa 50801.

Preference of Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

General Nature of Public Improvement. The extent of the work is as follows:
Pavement Maintenance at the Creston Municipal Airport.

This Notice is given by authority of City of Creston

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

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 30th 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 30th 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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- Attachment A - Scope of Services
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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:
\$40,426.00 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

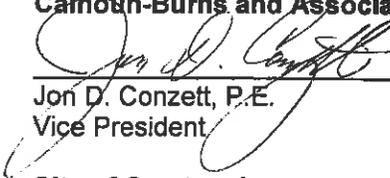
If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

City of Creston, Iowa

Date: FEBRUARY 10, 2014

Warren Woods
Mayor

Date: _____, 2014

Iowa Department of Transportation
Accepted for FHWA Authorization*

By: _____
Vince Ehlert, 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 \$40,426.00. 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.

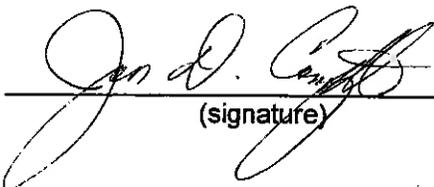
1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation 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 10th day of February, 2014



(signature)

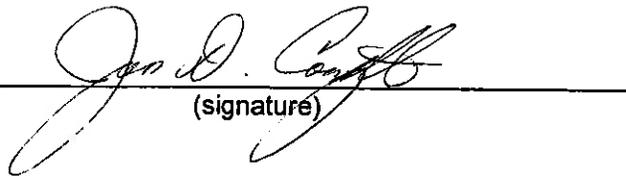


ATTACHMENT E
Certification of Consultant

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 30th 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 10th day of FEBRUARY, 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.



CLIENT:	City of Creston
PROJECT:	Adams Street Bridge Replacement

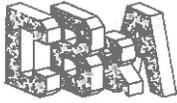
02/10/14

Concept: Custom CCS Bridge with Sidewalk and Aesthetics

TASK / SHEETS	STAFF HOUR ESTIMATE					
	Principal	Proj. Mgr.	Proj. Engr.	Technician	Clerical	Total
PHASE I PRELIMINARY DESIGN						
I.A Site Survey Coordination						
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
I.B Preliminary Design and Drafting (Custom CCS Bridge w/ 5' Sidewalk)						
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
I.C Preliminary Coordination and Submittals						
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
II.D Wetland Delineation Coordination						
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
Phase I Estimated Hours Subtotal						
	9.5	47.0	68.0	51.0	8.0	183.5
Hourly Rate						
	\$157.00	\$146.00	\$116.00	\$85.00	\$75.00	
Phase I Estimated Salary Subtotal						
	\$1,491.50	\$6,862.00	\$7,888.00	\$4,335.00	\$600.00	\$21,176.50
I.E Expenses						
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
ESTIMATED PHASE I SUBTOTAL						
						\$40,426.00

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.



**ATTACHMENT H
FEE PROPOSAL**

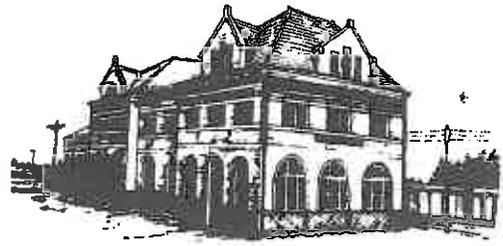
HOURLY BILLING RATES (EFFECTIVE JULY, 2013)

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.**

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

Planning and Zoning Commission
Meeting Minutes
February 11, 2014

The Planning and Zoning Commission meeting was called to order at the Creston City Hall at 5:30 p.m.

Members present: Martin Shawler, Brenda Lyell-Keate, Jerry White and Rick Foster.

Member absent was: Trudy LaRossee

Also present was Kevin Kruse - Zoning Administrator, Lesa Downing, Melissa Driskell, and the members of the Creston Middle School Student Government of Kayla Luther, Kelsi Kautz, Trevor Downing, Faith Wilson, Jaden Driskell, Tucker Flynn, Dustin Merritt, Nathan Pudenz, Hunter Fry, and Royce Bernard

The item for consideration was a public hearing on a referral from the Creston City Council to consider changing the name of the roadway of Parkway to Patriotic Parkway. The Creston Middle School Student Government had requested this at the January 21, 2014 Council meeting and the Council then referred the request to the Planning and Zoning Commission for its recommendation.

The Creston Middle School Student Government gave a slide show presentation explaining their request to the Commission. A petition was also submitted supporting the name change.

There was no one present to speak against the roadway name change request. No letters in favor of or against the roadway name change were received.

The public hearing was called to a close.

After due consideration a resolution was offered by White and seconded by Foster to recommend to the City Council that the name of the roadway of Parkway be changed to Patriotic Parkway.

Being no further business the meeting was adjourned at 5:37 p.m.

Respectfully submitted,

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

Kevin Kruse
Board Secretary

Prepared by: Kevin W. Kruse, Zoning Administrator City of Creston, 116 W. Adams St., Creston, IA, 50801 (641)-782-2000
Return to: Lisa Williamson, 116 W. Adams St. Creston, IA 50801

RESOLUTION

RESOLUTION TO RECOMMEND TO THE CRESTON CITY COUNCIL THAT AN EXISTING ROADWAY IN THE CITY OF CRESTON BE RENAMED FROM PARKWAY TO PATRIOTIC PARKWAY

WHEREAS, the Planning and Zoning Commission held a Public Hearing on February 11th, 2014 at 5:30 p.m. for the purpose of determining whether an existing roadway's name should be changed from Parkway to Patriotic Parkway.

WHEREAS, the City of Creston has provided a minimum of 4 days' notice by publication in the Creston News Advertiser.

WHEREAS the Creston Middle School Student Government class has requested that the Creston City Council consider renaming this roadway from Parkway to Patriotic Parkway.

WHEREAS, the City Council has referred the proposed renaming of this roadway from Parkway to Patriotic Parkway to the Commission for its recommendation.

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed roadway name change and the Creston Middle School Government class gave a presentation and presented a petition requesting the name change.

WHEREAS, no one spoke against the proposed name change and there was no written correspondence for or against this request.

WHEREAS, the public hearing was called to a close.

WHEREAS, after due consideration the Planning and Zoning Commission recommends to the Creston City Council that the name of the roadway Parkway, be changed to Patriotic Parkway.

BE AND IT IS RESOLVED that the Planning and Zoning Commission hereby recommends to the Creston City Council the name of the roadway Parkway, be changed to Patriotic Parkway.

BE AND IT IS FURTHER RESOLVED, that the Chairman and Secretary are hereby authorized to execute the proper documentation necessary.

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

PASSED AND APPROVED this 11th day of February, 2014.


MARTIN SHAWLER, CHAIRPERSON

ATTEST:


KEVIN W. KRUSE, SECRETARY

ORDINANCE NO. 14-151

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 136, SECTION 03, AND ADDING NEW SUB-SECTIONS 4 AND 5 – PROVISIONS PERTAINING TO SIDEWALK REGULATIONS

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

SECTION 1. SECTION MODIFIED. Section 136.03 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property residents/owners to remove snow, ice and accumulations promptly from sidewalks. If a property resident/owner does not remove snow, ice or accumulations within twenty-four (24) hours after a snowfall, ice and accumulations event ends, the following procedure shall be implemented:

SECTION 2. NEW SUB-SECTIONS. Section 136.03 of the Code of Ordinances of the City of Creston, Iowa, 1996, is amended by adding new Sub-Sections 4 and 5, which are hereby adopted to read as follows:

4. The City or their agents may remove snow, ice and accumulations from sidewalks if not removed by property resident/owner within the allotted 48 hour period, and a charge of \$75.00 per hour for such removal, plus a surcharge of \$100.00, will be charged to the property owner.
5. The Clerk shall send a statement of the total expense incurred by regular mail to the property owner who has failed to remove snow, ice and accumulations from sidewalks, thus allowing the same to be removed by the City or their agents, and if the amount shown by the statement has not been paid within one (1) month, the Clerk shall certify the costs to the County Treasurer and such

costs shall then be collected with, and in the same manner, as general property taxes.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the ____ day of March, 2014, and approved this ____ day of March, 2014.

Mayor

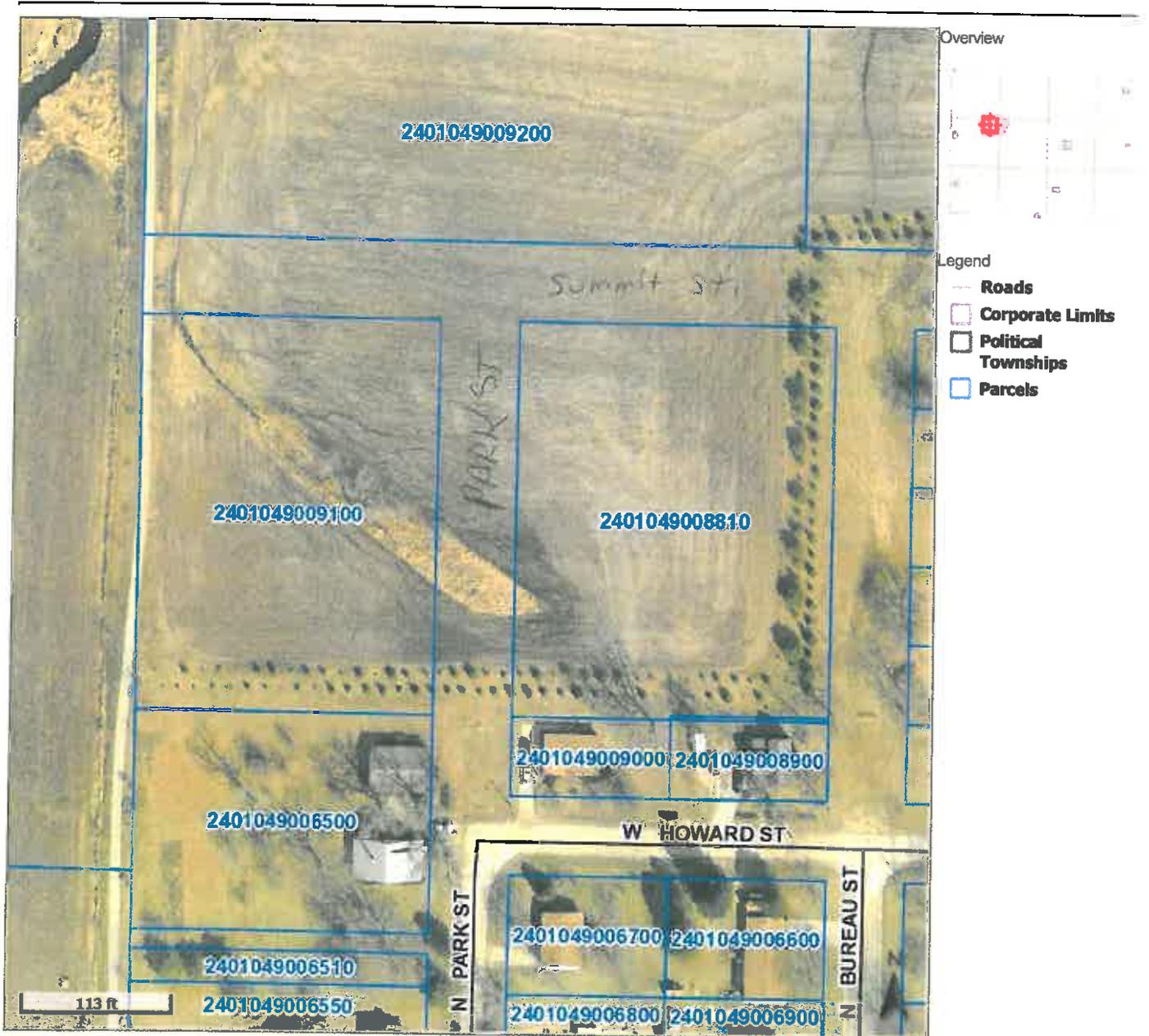
ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____



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