

City of  
**CRESTON, IOWA**

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



*Creston's Restored Depot and City Hall*

**MAYOR:** Warren Woods  
**COUNCIL:** Randy White, Loyal Winborn, Ann Levine, Marsha Wilson, Larry Wagner, Paul Vandevender, Nancy Loudon  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CITY ATTORNEY:** Skip Kenyon & Todd Nielsen

**Regular Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**Tuesday, August 6, 2013**  
**6:00 p.m.**  
**08/02/2013 1:13 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:** July 16, 2013 – Regular Meeting
  2. **Claims & Fund Transfers:**
    - i. **Total Claims - \$361,492.22**
  3. **Licenses:** Elk's Lodge – Class C Liquor License with Outdoor Service & Sunday Sales
  4. **Parade:** Southwest Iowa Hot Air Balloon Committee
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. Presentation by Municipal Pipe Tool Company of a camera system for Waste Water Treatment Plant
  2. Resolution to approve purchase of camera system for Waste Water Treatment Plant
  3. Resolution to approve Annual Street Financial Report
  4. Resolution to approve IDOT Grant Agreement for the development and adoption of an Airport Land Use & Zoning Ordinance
  5. Resolution to approve Title VI Non-Discrimination Agreement with IDOT
  6. Resolution to approve Standard DOT Title VI Assurances with IDOT
  7. Motion to reserve West Depot Parking Lot for September 9-10, 2013 for WHO's RV-TV Tour
  8. Resolution to approve Joint Fire Protection Service Agreements with the Townships of Douglas, Grant (with exception of the City of Shannon City), Highland, Lincoln, Platte, Spaulding and the City of Cromwell
  9. Resolution to special assess unpaid mowing nuisances
  10. Resolution to approve Agreement with the Center for Transportation Research & Education to assist with the development of a local agency pavement management system

11. Motion to approve Balloon Days Committee's request for temporary street closures
12. Resolution to approve request of \$5,000 to be paid from the Hotel/Motel Fund to Balloon Days Committee to assist with Balloon Days festivities
13. Resolution to approve purchase of JD2720 w/72" mower deck for \$19,100 from Barker Implement for Graceland Cemetery
14. Resolution to approve application for IDOT Grant for Traffic Safety Funds for the Police Department
15. Resolution to appoint Rick Rice to the Board of Adjustment

8. **Other**

9. **Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JULY 16, 2013

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

Roll call being taken with the following Council members present: Loudon, Vandevender, Wagner, Wilson, Levine and White. Winborn was absent.

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

Wilson moved seconded by Loudon to approve the consent agenda, which included approval of minutes of July 2, 2013, regular meeting; claims of \$251,840.08 and fund transfers of \$25,003.50; Liquor License extension for outdoor service for Montgomery Street Pub; Parade Permit for God's Outreach Deliverance International Church. All voted aye. Winborn was absent. Motion declared carried.

No one spoke during Public Forum.

Ellen Gerharz, Executive Director of the Chamber of Commerce, met with Council to advise them about the upcoming WHO-TV's RV-TV Tour with Andy Fales. They plan to make Creston their first stop on the afternoon/evening of Monday, September 9, 2013. She is asking that Council consider reserving the West Depot Parking Lot for September 9, 2013, and overnight, as they will have their RV and satellite trucks.

A resolution was offered by Wilson seconded by White to approve a Post-Issuance Compliance Policy and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine and White voted aye. Winborn was absent. Resolution declared passed.

A resolution was offered by Loudon seconded by Wilson to approve a revised Audit Engagement Agreement with Draper, Snodgrass, Mikkelsen Co. and authorize the Mayor and Clerk to execute the proper documentation. Levine, White, Loudon, Vandevender, Wagner and Wilson voted aye. Winborn was absent. Resolution declared passed.

Wagner moved seconded by Wilson to authorize the Fire Chief to advertise as extensively as possible to sell a 1988 Ford L9000 Fire Truck, setting the minimum bid at \$15,000, and take sealed bids on it. All voted aye. Winborn was absent. Motion declared carried.

A resolution was offered by Wilson seconded by White to approve an IDOT Grant Agreement for the construction of the Airport T-Hangar Access Taxiway Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine and White voted aye. Winborn was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Vandevender to approve an Engineering Services Agreement with Clapsaddle-Garber Associates for the Airport T-Hangar Access Taxiway Project and authorize the Mayor and Clerk to execute the proper

documentation. Wagner, Wilson, Levine, White, Loudon and Vandevender voted aye. Winborn was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve an IDOT Grant Agreement for the Airport Pavement Maintenance Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine and White voted aye. Winborn was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Vandevender to approve an Engineering Services Agreement with Clapsaddle-Garber Associates for the Airport Pavement Maintenance Project and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, White, Loudon and Vandevender voted aye. Winborn was absent. Resolution declared passed.

Mayor Woods spoke with Council regarding the RAGBRAI packet he received and wanted to make sure it was okay for him to supply RAGBRAI with requested information for the future.

Mayor Woods showed Council a sign Amtrak gave to the City to be put at the entrances of town. Kevin Kruse, Public Works Director, is checking with the IDOT to see where they can be placed.

He also mentioned the upcoming November election and that nomination papers can be picked up in the City Clerk's Office, the County Auditor's Office, or can be downloaded from the Secretary of State's website. He also said we are in need of volunteers for the different boards/commissions.

Wilson moved seconded by Vandevender to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:23.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JUL'13	2,587.59	
			GRP 93001 PREMIUM-AUG'13	<u>2,743.94</u>	
			TOTAL:	5,331.53	
POLICE PROTECTION	GENERAL FUND	WINDSTREAM	TELEPHONE	53.14	
			IOWA COUNTY ATTORNEYS ASSOCIATION	2013 IA ACTS OF INTEREST	60.00
			KELTEK INCORPORATED	EQUIPMENT INSTALL	2,427.43
				EQUIPMENT INSTALL	5,030.82
			LED FLASHLIGHT, RED CONES	137.95	
			NAPA	OIL FILTERS	42.50
			PETZNIK'S	TIMECARDS	72.00
			K & J HARDWARE INC	8 KEY TAG RACK	<u>8.99</u>
			TOTAL:	7,832.83	
FIRE PROTECTION	GENERAL FUND	DANKO EMERGENCY EQUIPMENT	GEAR HANGERS	215.58	
			FARM & HOME SUPPLY INC	FOLDING TABLES	383.90
				ABSORBANT	59.90
			WINDSTREAM	TELEPHONE	233.71
				ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS
			ELECTRICITY	591.52	
			ECHO GROUP INC	ELEC SUPPLIES-TRUCK	308.54
			JACKSON, TODD	REIMB-MEAL/FUEL RESCUE3	327.51
			NAPA	DEF 2.5 GAL	27.16
				NIPPLES & FITTINGS	114.75
			PETTY CASH - FIRE	NAPA-DEF FLUID	10.99
				WALMART-SHEET	8.50
			USPS-POSTAGE	1.12	
			USPS-POSTAGE	1.32	
			NAPA-SPRAY ADHESIVE	15.39	
			RAY OTT- REPAIR HOSE COVER	30.00	
			POKORNY BP-FUEL	18.02	
			WAL-MART COMMUNITY	CLEANING SUPPLIES	<u>17.64</u>
			TOTAL:	2,333.60	
			BUILDNG & HSNG SAFETY	GENERAL FUND	WINDSTREAM
PETTY CASH - STREET	WALMART-4GB SD CARDS	33.98			
	TRUE VALUE-TUBULAR BULB	<u>9.16</u>			
TOTAL:	98.60				
ANIMAL CONTROL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ANIMAL POUND-ELEC	46.60	
			WAL-MART COMMUNITY	SHEETS	20.88
				CAT LITTER	<u>33.69</u>
TOTAL:	101.17				
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	<u>8,936.97</u>	
			TOTAL:	8,936.97	
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	<u>1,017.68</u>	
			TOTAL:	1,017.68	
AIRPORT	GENERAL FUND	ARROW ENERGY, INC.	100 LL	19,315.48	
			JET A PREMIXED	13,508.58	
			BLUEGLOBES LLC	3 LAMPS	119.26
			CLAPSADDLE-GARBER ASSOCIATES INC	AIRPORT LIGHTING IMPROV	649.39
				AIRPORT LIGHTING IMPROV	780.00
				AIRPORT FENCING IMPROV	900.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ENG SVC AP THANGAR TAXI	4,080.00
		WINDSTREAM	TELEPHONE	159.56
		ALLIANT ENERGY-INT PWR&LGHT	1945 S CHERRY ST GARAGE	40.13
			ELECTRICITY	507.18
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	39.00
		SIRWA	WATER	33.00
		WEST AVIATION INC	FBO CONTRACT	1,354.17
			TOTAL:	41,485.75
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	CONTRACT	24.72
		CRESTON CITY WATER WORKS	WATER-LIBRARY	7.13
		ED M FELD EQUIP CO INC	QTR SECURITY MONITOR	90.00
		FARM & HOME PUBLISHRS LTD	PLAT BOOK	32.40
		GALE CENGAGE LEARNING	BOOKS	207.71
			BOOKS	57.58
			BOOKS	57.58
			BOOKS	94.46
			BOOKS	47.98
			BOOKS	60.75
		WINDSTREAM	TELEPHONE	222.56
		MARK IDE	REPAIR RAILING	80.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	16.23
			ELECTRICITY	1,015.27
		INGRAM	TEEN BOOKS	4.80
		IOWA LIBRARY SERVICES	COURSE FEES	75.00
		J&J PLUMBING	AC REPAIR	247.63
		MICROMARKETING LLC	BOOKS ON CD	183.46
			BOOKS ON CD	13.00
			BOOKS ON CD	39.99
			BOOKS ON CD	15.00
			BOOKS ON CD	34.98
		OFFICE MACHINES	PAPER TOWELS	103.37
		PETTY CASH - LIBRARY	USPS-RTN BOOK	4.20
			TRUE VALUE-ALO PAPER	1.30
			WALMART-SUCTION CUPS	3.94
			USPS-INS BOOK	2.35
			USPS - CERT MAIL	3.76
		QUALITY GLASS COMPANY	FIX WINDOWS LINCOLN	271.12
		WAL-MART COMMUNITY	OFFICE SUPPLIES	49.82
			TOTAL:	3,073.59
PARKS	GENERAL FUND	EHORY, DEAN	REFUND SHELTER HOUSE	20.00
		B M SALES	TRASH LINERS	200.00
		BARKER IMPLEMENT & MOTOR CO INC	JD GATOR-#77204	4,800.00
			PTO SHAFT FOR GANG MOWER	169.09
			SPACERS FOR GANG MOWER	17.70
		CRESTON CITY WATER WORKS	WATER-RAINBOW PARK	9.07
			WATER-RAINEOW FOUNTAIN	9.07
			WATER-TAYLOR PARK	9.07
			WATER-MCKINLEY PARK	61.56
			WATER-HISTORIC COMPLEX	9.07
			WATER-MCKINLEY CAMPGRND	45.04
			WATER-MCKINLEY PARK	407.23
		EASTERN IOWA TIRE, INC	TIRES	487.00
		FARM & HOME SUPPLY INC	WHITE PAINT, HITCH, SUPPLYS	246.14
			PAINT, BRUSHES, SOCKETS	302.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ZEE MEDICAL INC	FIRST AID SUPPLIES	33.25
		WINDSTREAM	TELEPHONE	51.17
		HY-VEE FOOD STORE #1095	GATORADE WATER	85.56
		STALKER CHEVROLET	WIRING HARNESS PICKUP	30.00
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY CAMPGROUND	854.34
			600 MCKINLEY ST BAND SHELL	72.41
			MCKINLEY PARK VFW FLAGS	126.05
			ELECTRICITY	742.56
		IOWA DEPT OF TRANSPORTATION	SAFETY VESTS	23.58
		NAPA	SUPPLIES	285.94
		SERVICE TECHS INC	GAS CAN	69.90
			MOWER JACK	149.99
			THROTTLE CABLES TRIMMERS	106.48
		QUALITY GLASS COMPANY	DUMP TRAILER	8,375.00
		RJ'S PORTABLES	PORT-A-POTTIES - CMPGRD	75.00
		K & J HARDWARE INC	BLADE/SPACER PUSH MOWER	35.98
			TOTAL:	18,209.60
RECREATION	GENERAL FUND	B M SALES	TRASH LINERS	200.00
		CRESTON CITY WATER WORKS	WATER-MCKINLEY BALLFIELD	84.97
			WATER-SEARS COMPLEX	12.96
			WATER-BILL SEARS FTN	9.07
		WINDSTREAM	TELEPHONE	55.46
		GREEN VALLEY PEST CONTROL	SPRAY INFIELDS	140.00
			SPRAY INFIELDS	120.00
			SPRAY INFIELDS	140.00
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.60
			ELECTRICITY	475.64
		PETTY CASH - RECREATION	TRUE VALUE-MAKE KEY	1.99
			USPS-VBALL REGISTR POSTAGE	2.31
			TOTAL:	1,555.00
CEMETERY	GENERAL FUND	WINDSTREAM	TELEPHONE	53.14
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	125.13
		IOWA INSURANCE DIVISION	FEE FOR DEEDS ISSUED	70.00
		SIRWA	WATER	33.00
			TOTAL:	281.27
SWIMMING POOL	GENERAL FUND	SCARBERRY, HEATHER	REFUND SWIM LESSON	50.00
		B M SALES	TRASH LINERS	45.00
		FARM & HOME SUPPLY INC	CHLORINE GRANULES	48.56
		ZEE MEDICAL INC	FIRST AID SUPPLIES	98.55
		WINDSTREAM	TELEPHONE	59.13
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	18.03
			ELECTRICITY	1,986.58
		PETTY CASH - RECREATION	USPS-POSTAGE	2.58
		WAL-MART COMMUNITY	POOL SUPPLIES	21.89
			POOL SUPPLIES	18.16
			WATER, GATORADE, ICE	36.76
		WAL-MART SUPERCENTER	MISC SUPPLIES FOR POOL	46.50
			TOTAL:	2,431.74
ECONOMIC DEVELOPMENT	GENERAL FUND	UNION CO DEVELOPMENT ASSOCIATION	1/2 VISITR CNTR JAN-JUN'13	378.84
			TOTAL:	378.84
FINANCIAL ADMINISTRATN	GENERAL FUND	WOODS, WARREN	WEBSITE FORM RENEWL	47.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COEN, KIM	REIMBURSE EE TRAINING	400.00
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	15.55
		NEWTEK TECHNOLOGY SERVICES	3MONTH SVC-CITY WEBSITE	50.85
		WINDSTREAM	TELEPHONE	388.58
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS ELEC/GAS	45.73
		PETTY CASH - STREET	USPS-POSTAGE QUIET ZONE	57.19
		SHRED-IT USA - DES MOINES	1-BAG SHRED	55.75
		VEENSTRA & KIMM INC	REMAINING QUIET ZONE-RR	7,500.00
			RAIL CROSSING IMPROV PROJ	4,500.00
			REMAINING QUIET ZONE-RR	4,500.00
			TOTAL:	17,560.65
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	41.80
		MARK IDE	REPAIR RAILING-DEPOT	190.00
			STEEL 4 RAILING BRKT	190.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	64.36
			ELECTRICITY	1,278.74
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-JUL'13	380.00
		OFFICE DEPOT	OFFICE SUPPLIES	92.34
			OFFICE SUPPLIES	18.20
		OFFICE MACHINES	TOILET PAPER-PAPER TOWLS	93.04
			OFFICE SUPPLIES	57.73
			TOTAL:	2,406.71
INSURANCE (GENERAL)	GENERAL FUND	EMC INSURANCE COMPANIES	WORKERS COMP	45.31
			TOTAL:	45.31
NON DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JUL'13	349.54
			GRP 93001 PREMIUM-AUG'13	955.80
			TOTAL:	1,805.34
ROAD MAINTENANCE	ROAD USE TAX	ADVANCED AG LLC	18" DBL WALL PIPE	206.60
		AKIN BUILDING CENTER	1/2" REROD	891.15
			PRO MIX, BLOCKS	381.30
		AMERICAN CONCRETE PRODUCTS INC	12YDS M4-NO ASH	1,010.53
			6YDS M-4 NO ASH	1,217.75
			C4 & DELIVERY	202.50
			12YDS N4	680.13
			12YDS N4	648.50
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	28.50
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	110.95
		CRESTON CITY WATER WORKS	WATER-CITY BARN	9.07
			WATER-SHOP	87.21
		EASTERN IOWA TIRE, INC	TIRES	480.00
		FASTENAL	SAFETY GLASSES	42.91
		ZEE MEDICAL INC	FIRST AID SUPPLIES	94.10
		WINDSTREAM	TELEPHONE	172.22
		GRIMES ASPHALT & PAVING CORP	COLD PATCH	2,172.48
		HEARTLAND TIRE & AUTO	MOUNT 4 TIRES	48.00
		BLACKTOP SERVICE COMPANY	ASFHALT	2,709.84
		MARK IDE	GALL PLATE-MISC IRON	146.63
			GRADER REPAIR	369.78
			REMOVE & TAMPER	341.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	36.19
			ELECTRICITY	252.79
		IOWA DEPT OF TRANSPORTATION	SAFETY VESTS	69.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SAFETY VESTS	47.16
		NAPA	OIL FILTER, GREASE	97.98
			FITTING, AC VALVE	22.74
			GRINDER WHEEL, HAMMER	99.78
			OIL & AIR FILTERS	76.88
			SUPPLIES	241.23
			WIRE	45.60
			HOLE SAW	41.57
		O'HALLORAN INTERNATIONAL INC	REPAIR TRUCK	159.09
		PETTY CASH - STREET	FARM & HOME-3GAL SPRAYER	19.95
		SERVICE TECHS INC	BLADES & SHARPENER	60.68
		ZIEGLER INC	TEETH FOR GRADE	145.20
			TOTAL:	13,467.05
SNOW AND ICE CONTROL	ROAD USE TAX	K & J HARDWARE INC	MAILBOX	73.99
			MAILBOX LETTERS	10.32
			TOTAL:	84.31
ADMIN-STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	55.46
		PETTY CASH - STREET	WALMART-SURGE PROTECTOR	23.83
			TOTAL:	79.34
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JUL'13	20,438.60
			GRP 93001 PREMIUM-AUG'13	21,662.20
		TOTAL ADMINISTRATIVE SERVICES CORP	SERV 9/1 - 9/30	102.00
			TOTAL:	42,252.80
POJ FORFEITURE	POLICE FORFEITURE	K & J HARDWARE INC	DOG FOOD	28.99
			TOTAL:	28.99
MC KINLEY PARK RENOVAT RESTRICTED GIFTS-M		CRESTON CHAMBER OF COMMERCE	CHAMBER BUCKS-FESTIVAL	600.00
		ROBERT WINTERMUTE	BANNER PARK FESTIVAL	90.00
		HY-VEE FOOD STORE #1095	PARTY IN THE PARK SUPPLIES	902.45
			ICE FOR PARTY IN PARK	57.75
		PETZNIK'S	PARTY IN THE PARK TICKETS	95.00
		TROPHY SHOP	PARK FESTIVAL TROPHIES	63.91
			TOTAL:	1,314.11
LIBRARY(RESTRICTED GIF RESTRICTED GIFTS-L INGRAM			BOOK	19.95
			BOOK	10.79
			ADULT BOOKS	31.59
			ISSB BOOKS	169.11
			ISSB BOOKS	31.02
			ADULT BOOKS	44.23
		MICROMARKETING LLC	BOOKS ON CD	159.46
		OVERDRIVE, INC.	WILBOR - AUDIO BOOKS	1,005.06
		PETTY CASH - LIBRARY	KELLYS FLOWERS-FLOWERS	45.00
		WAL-MART COMMUNITY	SUPPLIES	35.32
			PAPER TOWELS, SOAP, WTR	33.79
			TOTAL:	1,584.92
NON-DEPARTMENTAL	SEWER OPERATING FU	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JUL'13	325.88
			GRP 93001 PREMIUM-AUG'13	437.70
			TOTAL:	763.58
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	NESBIT, JANET	FOOTING DISCONN REIMB	500.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEMME, PATRICIA	FOOTING TILE REIMBURSEMEN	500.00
		COOK VIDEO & APPLIANCE	AC REPAIRS	69.00
		CRESTON CITY WATER WORKS	WATER-WWTP	305.94
		FASTENAL	SAFETY GLASSES & VESTS	56.12
		WINDSTREAM	TELEPHONE	409.96
		HACH COMPANY	107166 MAG SULFATE	26.78
			107266 ALK IODINE	26.10
			107399 SULFURIC ACID	27.85
			94299 PHENOL PILLOWS	15.79
			2546902 POT CHLORIDE	13.39
			2285901 DESCIANT DRY	50.80
			FREIGHT	17.07
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	489.78
			ELECTRICITY	5,778.74
		CRETEX CONCRETE PRODUCTS MIDWEST INC	PRECAST MANHOLE	1,067.00
		IOWA DEPT OF TRANSPORTATION	SAFETY VESTS	35.25
		MELLEN & ASSOCIATES INC	PINCH VALVE REPAIR	1,045.00
		MIDWEST LABORATORIES INC	SOIL SAMPLES	77.40
		NAPA	CAR SOAP-TRAILER WIR	41.28
		NORTH CENTRAL LABORATORIES	ALKALINITY STDS	185.82
			THERMOMETERS	88.00
			BALANCE TWEEZERS	42.00
			SOAP	29.50
			IMHOFF RACK	140.75
			THERMOMETER	37.80
			FREIGHT	13.72
		NUTRI-JECT SYSTEMS INC	REFUND LAGOON SURVEY	2,150.00-
			DREDGE/CLEAN LAGOON	55,318.68
		PETTY CASH - SANITATION	REIMB LUNCH	8.00
			NAPA-SUPPLIES	18.81
		QUALITY CONTROL EQUIPMENT CO	SAMPLER REPAIR	295.50
		SCHNEIDER CORPORATION	GIS SYSTEM SUPPORT	3,000.00
		SHAWLER, MARTIN	FOOTING TILE REIMBURSE	500.00
		K & J HARDWARE INC	ATV SERVICE	189.00
		UPS	UPS POSTAGE	57.74
			UPS POSTAGE	23.58
			POSTAGE	46.58
		VERIZON WIRELESS	ELECTRONIC FLOWMETER PHONE	80.14
			TOTAL:	68,478.37
ANIMAL CONTROL	ANIMAL SHELTER *AG CRESTON VET CLINIC PC		EXAM CLEAN WOUND	149.50
			TEST AND VACC 4 DHOUNDS	278.80
			MED APRIL GROSS CAT	49.80
		SOUTHERN HILLS VET SVC INC	EXAM KITTENS NEUTER TIGER	105.50
		HILLTOP VETERINARY CLINIC	EMGCY MED SAVILLE	78.94
		FET EDGE	SUPPLIES	257.20
			TOTAL:	919.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
----- FUND TOTALS -----				
001	GENERAL FUND			113,130.84
110	ROAD USE TAX			15,436.04
112	PAYROLL TAX BENEFIT			42,252.80
120	POLICE FORFEITURE			28.99
166	RESTRICTED GIFTS-MCKNLY P			1,814.11
167	RESTRICTED GIFTS-LIBRARY			1,584.92
610	SEWER OPERATING FUND			69,242.45
953	ANIMAL SHELTER *AGENCY FU			919.74
-----				
	GRAND TOTAL:			244,409.89
-----				

TOTAL PAGES: 7

CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 8/6/13

NO DEPT ENTERED		
IOWA DEPARTMENT OF REVENUE - SALES TAX		7,434.00
ELECTRONIC FEDERAL TAX		39,747.60
IPERS		14,399.82
INTERNAL REVENUE SERVICE		1,992.08
TOTAL ADMINISTRATIVE SVC	FLEX	1,499.44
SICOG - CDBG HOUSING DRAWDOWN	#14 FINAL	21,073.00
NO DEPT ENTERED	<b>TOTAL</b>	<b>86,145.94</b>
FINANCE DEPARTMENT		
UNION CO RECORDER	FEES	7.00
FINANCE DEPARTMENT	<b>TOTAL</b>	<b>7.00</b>
AIRPORT DEPARTMENT		
UNION CO RECORDER	FEES	54.00
UNION CO RECORDER	FEES	54.00
AIRPORT DEPARTMENT	<b>TOTAL</b>	<b>108.00</b>
SELF FUNDING INSURANCE		
TRISTAR BENEFIT	INV CHECK RUN	9,644.57
TRISTAR BENEFIT	INV CHECK RUN	11,850.11
TRISTAR BENEFIT	INV CHECK RUN	9,326.71
SELF FUNDING INSURANCE	<b>TOTAL</b>	<b>30,821.39</b>
<b>MANUAL CHECKS/DEBITS TOTAL</b>		<b><u><u>117,082.33</u></u></b>

**Specifications For: Creston, IA**

**CUES TV INSPECTION SYSTEM**

- 1 P&T ZOOM III M/C BUILT-IN SONDE CAMERA (OZIII)**
  - 1 Solid State Color Sewer TV Camera
  - 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
  - 1 NTSC Color Standard with 4x Light Integration
  - 1 Camera Lighting System, Built In for 6" Relined thru 48" Pipe
  - 1 Built In Transmitter, 512 Hz
  - 1 Camera Transportation and Storage Case
  
- 1 ALUMINUM COMP STEERABLE CAM TRANSPR, WHEELED (Compact Pipe Ranger)**
  - 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
  - 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
    - 1 Manual Shifter on Camera Carrier
  - 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
  - 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
  - 1 All Six (6) Wheel Drive Transporter Assembly to Include:
    - 1 Motor & Enclosed Drive Train
  - 1 Tip Up Rear 12-Pin Connector
  
- 1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**
  
- 1 8" STEEL WHEEL W/ 10/12 GRIT FOR COMPACT WHEELED TRANSPORTER (Heavy Grit)**
  
- 1 10-15" STEEL WHEEL KIT FOR COMPACT TRANSPORTER**
  
- 1 12"+ PNEUMATIC WHEEL KIT FOR COMPACT TRANSPORTER**
  
  
- 1 REAR-VIEW CAMERA FOR STEERABLE TRANSPORTER**
  - 1 Color NTSC Camera
  - 1 Lightring with (12) Solid State White LEDs
  
- 1 PCU ASSEMBLY, NTSC (K2 CONTROL BOX)**

Combination Color Camera Control System / Monitor (110 VAC or 220 VAC, 50 Hz or 60 Hz, NTSC or PAL)

  - 1 Mounted in Transportation Cabinet
  - 1 10" Flat Screen Monitor & Set of Connecting Jacks for Video In and Video Out
  - 1 Integral Data Display System to Include:
    - 1 Alpha Numeric Information Display & Multi Paging and Defect Coding
    - 1 Remote "QWERTY" Keyboard for Dat Entry with WRC and PACP Codes
  
- 1 WIRED USB CONTROLLER (X-BOX STYLE)**
  - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
    - 1 360 Degree Rotate
    - 1 330 Degree Optical Pan
  - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
  - 1 Camera Lift Control for Optional Electronic Camera Lift
  - 1 All Other Controls for Camera to Include:
    - 1 Camera Iris and Focus Override & Zoom
    - 1 Camera Lights & Shutter Control for Light Enhancement
    - 1 Camera Diagnostics & Auto Home
  - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
  - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

- 1 **WIRELESS CONTROLLER (X-BOX STYLE)**
  - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
    - 1 360 Degree Rotate
    - 1 330 Degree Optical Pan
  - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
  - 1 Camera Lift Control for Optional Electronic Camera Lift
  - 1 All Other Controls for Camera to Include:
    - 1 Camera Iris and Focus Override & Zoom
    - 1 Camera Lights & Shutter Control for Light Enhancement
    - 1 Camera Diagnostics & Auto Home
  - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
  - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- 1 **1200' PLATINUM CABLE ASSEMBLY, M/C 12PIN**
  - 1 1200' Platinum Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
  - 1 .350 Diameter
  - 1 Metal Splice Chamber with Pigtail
  - 1 Cable Strain Relief
- 1 **CABLE, TEST, PORTABLE**
- 1 **PORTABLE CABLE REEL ASSEMBLY TO INCLUDE (K2 REEL)**
  - 1 Electric Motor Rewind
  - 1 Automatic Payout Feature for Video / Power Cable
  - 1 Automatic Levelwind
  - 1 Electronic Footage Meter
  - 1 Mounting Frame for Power Control Unit
  - 1 Must Accommodate Optional Wheeled Frame for Easy Transport
  - 1 Must Accommodate Optional Collapsible Handle for Easy Transport
- 1 **REEL/FOOTAGE UMBILICAL CABLE 10'-REEL TO CONTROL UNIT**
- 1 **VIDEO UMBILICAL CABLE 10'-REEL TO CONTROL UNIT**
- 1 **DVR / SD ASSEMBLY KIT WITH HARDWARE**
- 1 **TRUCK MOUNT ASSEMBLY FOR PORTABLE REEL**
- 1 **PCU CASE KIT, 110V**
- 1 **PORTABLE REEL WHEEL KIT**
- 1 **HANDLE ASSEMBLY FOR PORTABLE REEL**
- 1 **EQUIPMENT TRAINING**
- 1 **SHIPPING AND HANDLING**
- 1 **ON-SITE INSTALLATION - 1 DAY**



3100 West 76th Street  
 Davenport, IA 52806  
 Ph: 563-391-4840  
 Fx: 563-391-8823

Elliott Sanitation Equip. Co.  
 1245 Dawes Avenue  
 Lincoln, NE 68521  
 Ph: 402-474-4840  
 Fx: 402-474-4841

400 SE Beisser Drive  
 Grimes, IA 50111  
 Ph: 515-986-4840  
 Fx: 515-986-9530

14001 Botts Rd.  
 Grandview, MO 64030  
 Ph: 816-761-4840  
 Fx: 816-761-4844

City of Creston  
 PO Box 449  
 Creston, IA 50801

# Quote

Date	Quote #
12/26/2012	1956
Proposed Shipping Date	
Terms	
Net 30	
Rep	
MAV	
Customer Contact	
Kim	
Customer Alt. Phone	

**Here is our quotation on the goods named, subject to the conditions noted:**

*CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.*

*Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.*

*Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.*

*TERMS: Balances over 30 days from date of invoice are subject to finance charges up to 1½% per month.*

Qty	Description	Price	Total
1	camera, Transtar Zoom	14,500.00	14,500.00T
1	TRANSTAR STEERABLE, INSPECTION TRANSPORT VEHICLE	15,750.00	15,750.00T
6	CASTER TIRE, HIGH TRACTION, 8"-18", STUDDER, TRANSTAR	117.60	705.60T
4	assy. balloon tire	237.50	950.00T
4	8" X 2" PNEUMATIC WHEEL ASSEMBLY, TRANSTAR TRACTOR	225.00	900.00T
1	kit, mega track wheel	2,325.00	2,325.00T
1	kit, 6 pin bullet connector	401.50	401.50T
1	MAINLINE CONTROLLER	5,450.00	5,450.00T
1	cable assy. test and plug 6 pi	176.50	176.50T
1	MAINTENANCE TOOL KIT	425.00	425.00T
1	Kit, Cable Install, Step Van/High Cube	520.00	520.00T
1	12 Volt, 15 Amp Power Supply with 3 stage, battery over charging protection circuit	345.00	345.00T
1	Auxiliary Desktop Controller, Dual Tone, Zoom, Joystick	1,250.00	1,250.00T
1	Winlogger II P.O.S.M. Pro Data Acquisition System	15,000.00	15,000.00T
1	TECH SUPPORT FOR POSM SOFTWARE	2,000.00	2,000.00T
1	COLOR INK JET REPORT PRINTER	235.00	235.00T
2	MONITOR, COMPUTER, 21" FLAT PANEL LCD/TFT STUDIO	1,173.30	2,346.60T
1	JVC DVD/S-VHS VCR Combination Recorder with rack, studio, installed	975.00	975.00T
1	Disk, CD, Manuals, Equipment, Operator and Installation	0.00	0.00T
2	Training, POSM, per day	1,000.00	2,000.00T
	24 month warranty		
	Freight is not included		
	Customers Exempt From Sales Tax	0.00%	0.00

**\*\*Administrative Fee of \$150.00 will be added to all vehicle purchase transactions.\*\***

**Total \$66,255.20**

TO CONFIRM ORDER, SIGN AND RETURN

X \_\_\_\_\_

"The Standard of the Industry"



# K2 Series

Versatility, durability, and reliable performance! The K2 portable Base Station can be mounted in a wide range of vehicles, trailers, or used as a stand-alone system. The compact K2 Base Station is supplied with a choice of an ergonomic wireless hand-held control or game pad control that operates all CUES transporters and pan and tilt / zoom cameras.

- Portable platform
- Auto payout reel
- Light, field-packable
- Runs all CUES transporters and pan/tilt/zoom cameras
- Optional transporter wheel sets for all pipe conditions
- Wireless ergonomic hand control for complete system management
- Increased cable capacity/compact reel
- K2 can be stand-alone, trailer, or vehicle-mounted
- Collapsible heavy-duty handle/plus grab handles to facilitate portability
- Optional semi-pneumatic wheels for portable cable reel - single point removal



Compact Pipe Ranger (CPR)



Pipe Ranger

*Use with your CUES multi-conductor mainline steerable and non-steerable transporters!*



8" Steel



10" Steel



6" Rubber (standard)



6" Rubber



12" Pneumatic

*Various wheel sets are available to maximize bottom clearance, traction, and optimum camera position!*

PROUDLY MADE IN THE USA

[www.cuesinc.com](http://www.cuesinc.com)

800.327.7791

[salesinfo@cuesinc.com](mailto:salesinfo@cuesinc.com)

## CLIMB TO NEW HEIGHTS

### *Wireless Control of Cameras, Transporters, & Reels*

K2 offers various mounting options to meet your needs!

K2 Base Station features built-in diagnostics for the entire system, including the camera, transporter, and video cable. The portable K-2 video cable reel features automatic payout to minimize cable drag on the self-propelled transporter / camera to maximize pull distance in the pipe and can operate the full line of CUES transporters.

The K2 reel control console includes variable speed control, automatic levelwind, and an emergency shutoff. Increased video cable reel capacity for 1200 ft. of high strength video cable is provided to maximize distance for each inspection run. Transport handles are built into the K-2 with an option for a collapsible heavy-duty handle and semi-pneumatic wheels to facilitate portability.

The K2 Base Station can be mounted on the built-in docking port of the video cable reel or staged independent from the reel. It includes a built in video overlay unit with programmable observation codes, alpha-numeric titling, and an on-screen footage display. K2 series options include Granite XP asset inspection / decision support software and DVD or digital recorders.

# RUGGED, DURABLE, VERSATILE!



***K2 Dolly-Mounted with  
DVR-SD Digital Video Recorder***



***K2 Truck/Trailer-Mounted***



***Optional Heavy-Duty Handles***



***K2 ATV-Mounted***

# City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CRESTON	1710	7,834	2013

## Cover Sheet

Now therefore let it be resolved that the city council of CRESTON, Iowa  
 (city name)

ON \_\_\_\_\_ did hereby approve and adopt the annual  
 (month/day/year)

City Street Financial Report from July 1, 2012 to June 30, 2013  
 (year) (year)

### Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Becky Johnson	bjohnson@crestoniowa.org	116 W. Adams St., P.O. Box 449	Creston	50801-0000
Hours	Phone	Extension	Alternate Phone	
8:00 a.m to 4:30 p.m. M-F	(641) 782-2000	(000) 000-0006		

### Preparer Information

Name	E-mail Address	Phone	Extension
Michael A. Taylor	mike@crestoniowa.org	(641) 782-2000	(000) 000-0004

### Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
Warren Woods	mayorwoods@crestoniowa.org	116 W. Adams St., P.O. Box 449	Creston	50801-0000
Phone	Extension			
(641) 782-2000	(000) 000-0005			

Resolution Number \_\_\_\_\_

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

\_\_\_\_\_  
 Signature City Clerk

# City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CRESTON	1710	7,834	2013

## Summary Statement Sheet

Column 1 Road Use Tax Fund  
 Column 2 Other Street Monies  
 Column 3 Street Debt  
 Column 4 Totals

Column 1 Road Use Tax Fund  
 Column 2 Other Street Monies  
 Column 3 Street Debt  
 Column 4 Totals

Round Figures to Nearest Dollar

Round Figures to Nearest Dollar

A. BEGINNING BALANCE			
1. July 1 Balance	460,722	0	460,722
2. Adjustments (Note on Explanation Sheet)			
3. Adjusted Balance	460,722	0	460,722
B. REVENUES			
1. Road Use Tax	750,230		750,230
2. Transfer of Jurisdictions Fund			
3. Property Taxes	153,445	275,078	428,523
4. Special Assessments			
5. Miscellaneous	19,639		19,639
6. Proceeds from Bonds, Notes, and Loans			0
7. Interest Earned			
8. Total Revenues (Lines B1 thru B7)	750,230	173,084	1,198,392
C. Total Funds Available (Line A3 + Line B8)	1,210,952	173,084	1,659,114

EXPENSES			
<b>D. Maintenance</b>			
1. Roadway Maintenance	771,724	107,922	879,646
2. Snow and Ice Removal	31,403		31,403
<b>E. Construction, Reconstruction and Improvements</b>			
1. Engineering			
2. Right of Way Purchased			
3. Street/Bridge Construction		52,316	52,316
4. Traffic Services		12,846	12,846
F. Administration	7,824		7,824
G. Equipment (Purchased or Leased)	115,526		115,526
<b>H. Miscellaneous</b>			
<b>J. Street Debt</b>			
1. Bonds, Notes, and Loans - Principal Paid		215,999	215,999
2. Bonds, Notes and Loans - Interest Paid		59,079	59,079

TOTALS			
K. Total Expenses (Lines D thru J)	926,477	173,084	1,374,639
L. Ending Balance (Line C-K)	284,475	0	284,475
M. Total Funds Accounted For (K + L = C)	1,210,952	173,084	1,659,114

**City Street Financial Report**

City Name	City Number	City Population	Fiscal Year
CRESTON	1710	7,834	2013

**Miscellaneous Revenues and Expenses Sheet**

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
172 Labor & Services	10,363	
196 Gas Tax & Motor Fuel	2,785	
182 Property or Buildings (Sale or Rent)	2,862	
180 Receipts From Sales	961	
170 Reimbursements (misc.)	2,310	
191 Licenses and Permits	74	
190 Other Miscellaneous	284	
<b>Line B5 Totals</b>	<b>19,639</b>	

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See instructions)	Column 2 Other Street Monies	Column 3 Street Debt
<b>Line H Totals</b>		

## City Street Financial Report

City Name <b>CRESTON</b>	City Number <b>1710</b>	City Population <b>7,834</b>	Fiscal Year <b>2013</b>
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### Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Paving & Construction	301	04/24/2012	1,720,000	70%	2022	1,720,000	180,000	23,467	125,999	16,426	1,540,000
<input type="checkbox"/>	General Obligation	Paving & Construction	305	07/22/2010	1,280,000	100%	2023	1,195,000	90,000	42,653	90,000	42,653	1,105,000
	<b>New Bond Totals</b>				<b>0</b>	<b>0</b>	<b>Totals</b>	<b>2,915,000</b>	<b>270,000</b>	<b>66,120</b>	<b>215,999</b>	<b>59,079</b>	<b>2,645,000</b>



**City Street Financial Report**

City Name	City Number	City Population	Fiscal Year
CRESTON	1710	7,834	2013

**Road/Street Equipment Inventory Sheet**

Check here if there are no reportable equipment

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used on Project this FY?	8. Used on Project Status
	2012	Falcon 2 Ton Hot Patcher	18,066			Yes	No Change
	1999	Ford F-150 pickup truck	Unknown			No	No Change
	1997	Chev. 1/2 Ton pickup truck	Unknown			No	No Change
	2000	Ford 150 Pickup Truck	17,750			Yes	No Change
	1994	Ford F700 Dump Truck	25,500			Yes	No Change
	2005	Ford F150 Pickup Truck	14,400			No	No Change
	1994	Ford LNT8000 6x4 w/11 Cuyd dump box	9,500			No	Junked
	2003	LeeBoy 1000 Asphalt Paver	20,500			Yes	No Change
	2007	Caterpillar Wheeled Loader 924GZ	71,530			Yes	No Change
	2001	Elgin Street Sweeper	69,693			Yes	No Change
	1994	John Deere 710D Backhoe	90,651			Yes	Traded
	1991	Bomag BW12A Rubber Tire Roller	42,550			Yes	No Change
	1995	Ziegler Caterpillar Road Grader 120H	126,975			Yes	No Change
	2000	International DT 466E 4700 Dump Truck	53,995			Yes	No Change
	1982	Ford F600 Oiler Truck	25,800			Yes	No Change
	1976	Ford F600 Truck water tank	6,950			Yes	No Change
	2008	John Deere-0325 Skidsteer	33,945			Yes	No Change
	2011	INTERNATIONAL 7300 Dump Truck	105,171			Yes	No Change
	2011	INTERNATIONAL 7300 Dump Truck	105,171			Yes	No Change
	2004	Wacker RD 27120 Smooth Roller	21,495			Yes	No Change
	2001	International 4700 Bucket Truck	11,101			Yes	No Change
	2000	International DT 466E 4700 Dump Truck	53,995			Yes	No Change
	2000	International DT 466E 4700 Dump Truck	53,995			Yes	No Change

## City Street Financial Report

City Name		City Number	City Population	Fiscal Year			
CRESTON		1710	7,834	2013			
1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	6. Rental Cost /Unit	7. Used on Project this FY?	8. Status
	2012	John Deere 410J Backhoe Loader	63,135			Yes	New
	1999	Freightliner Dump Truck	46,325			Yes	New



## City Street Financial Report

City Name <b>CRESTON</b>	City Number <b>1710</b>	City Population <b>7,834</b>	Fiscal Year <b>2013</b>
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### Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$54,805.84	
AUGUST	\$82,319.37	
SEPTEMBER	\$74,894.02	
OCTOBER	\$60,518.78	
NOVEMBER	\$57,705.61	
DECEMBER	\$61,005.20	
JANUARY	\$60,799.19	
FEBRUARY	\$65,325.96	
MARCH	\$82,244.73	
APRIL	\$54,894.04	
MAY	\$35,466.01	
JUNE	\$60,251.21	
<b>Totals</b>	<b>\$750,229.96</b>	

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
Airport Planning and Zoning**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and the city of **Creston**, hereafter the "SPONSOR."

**1.00 PURPOSE:** The purpose of this agreement is to set forth terms, conditions and obligations to develop and enact, as contemplated by the Airport Zoning Act, Iowa Code chapter 329 (2013), an Airport Land Use and Zoning Ordinance for the **Creston Municipal Airport**, hereafter the "Airport" in the City of **Creston** and **Union County**.

The Zoning Ordinance shall be developed and adopted prior to reimbursement from the Iowa DOT.

The development and adoption of the ordinance shall be referred to as the "Project" and shall be identified by

Project number: **91140CSQ105**

Contract number: **15310**

**5.0 GENERAL PROVISIONS**

- 2.01 The SPONSOR shall begin the ordinance development no later than 12 months after the date of this agreement or the Iowa DOT shall have no obligation to make any reimbursement.
- 2.14 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs; not to exceed the maximum amount payable of **\$12,750**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down.
- 2.15 Payment, as provided for in 2.02, will be made when all zoning ordinances as contemplated by Iowa Code chapter 329 (2013) have been adopted and enacted by each city and county owning or controlling the Airport as well as each city and county within which an airport hazard area or any part thereof appertaining to the Airport is located. For purposes of this agreement, the term "airport hazard area" is defined as set forth in Iowa Code section 329.1(3) (2013).
- 2.16 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.17 Neither the Iowa DOT nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.24 If any provision of this agreement is held invalid, the remainder of this agreement shall

not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

- 2.25 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid.
- 2.26 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.27 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.28 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.
- 2.29 Funding will be available for reimbursement of the project for three fiscal years after the date of this agreement, unless appropriations are withdrawn under 2.09. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

### **3.00 PROJECT CONDITIONS**

#### **3.13 The SPONSOR Agrees to:**

- m) Contract for all professional services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT.
- n) Develop a project schedule and provide quarterly updates to the Iowa DOT. Submit a Request for Reimbursement form to the Iowa DOT, with copies of invoices, and proof of payment for reimbursement at the end of the project.
- o) Submit copies of the adopted ordinances at the completion of the project.

- p) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit. Any consultants working on this project must also provide records for audit upon request.

#### **4.00 SPECIAL PROVISIONS**

- 4.01 The zoning ordinance should use the *Iowa Land Use Guidebook* as a reference for development and comply with the Airport Zoning Act, Iowa Code chapter 329 (2013).

#### **5.00 SPONSOR ASSURANCES**

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.04 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.
- 5.15 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.16 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.17 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.18 It will operate the Airport as such for the use and benefit of the public. In furtherance of

this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination among such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

**6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the SPONSOR.

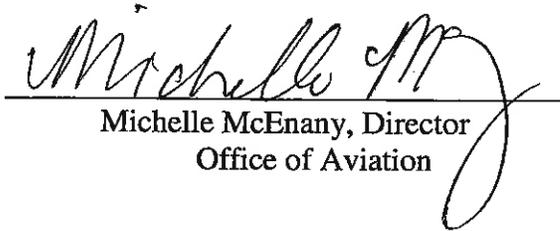
By: \_\_\_\_\_

Attested: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed this 9th day of July, 2013, on behalf of the Iowa Department of Transportation.

By:   
Michelle McEnany, Director  
Office of Aviation



**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**City of Creston**

**Agency Information**

Name and title of administrative head:

Name: Warren Woods Title: Mayor

Address: 116 W. Adams Street

City: Creston State: IA ZIP Code: 50801 County: Union

Phone/FAX: 641-782-2000/6377 Email: mayor@crestoniowa.gov

Name and title of designated Title VI coordinator:

Name: Michael Taylor Title: City Administrator

Address: 116 W. Adams Street

City: Creston State: IA ZIP Code: 50801 County: Union

Phone/FAX: 641-782-2000/6377 Email: mike@crestoniowa.org

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, City of Creston has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**(NAME OF LPA)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Warren Woods, Mayor  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Title VI Non-discrimination Policy Statement

The City of Creston, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*.; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's Michael Taylor, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

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Signature

Warren Woods, Mayor

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Printed Name and Title

---

Date



## Standard DOT Title VI Assurances

The City of Creston (hereinafter referred to as the "Recipient") HEREBY AGREES THAT AS a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 42 U.S.C. 2000d 4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), Title VII of the Civil Rights Act 1964, the Federal Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Acts of 1975, Civil Rights Restoration Act of 1987, Americans With Disabilities Act of 1990 (ADA), Executive Order 12898 – Environmental Justice (hereinafter referred to as "EJ"), Executive Order 13166 – Limited English Proficiency (hereinafter referred to as "LEP") and other pertinent directives, to the end that in accordance with the Act, Regulations, Executive Orders and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations, (2) Copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program;

1. That the Recipient agrees that each "program "and each "facility" as defined in subsections 21. 23 (e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements.

"The City of Creston in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and Regulations.
4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or and interest in real property, the assurance shall extend to right to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is the form, of, personal property, or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal-Aid Highway Program and is binding on it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED \_\_\_\_\_

By: \_\_\_\_\_

Warren Woods, Mayor

\_\_\_\_\_  
Printed Name and Title

Attachments  
Appendices A, B, and C

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
  
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Creston, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Creston the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Creston shall impose such contract sanctions as it, the Iowa

Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Creston, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Creston or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Creston or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

**APPENDIX B**

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

**GRANTING CLAUSE**

"NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the City of Creston will accept title to the lands and maintain the project constructed thereon, in accordance with title 23, United States Code, the Regulations for the Administration of the Federal-Aid Program and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d 4), does hereby remise, release, quitclaim and convey unto the City of Creston all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof."

**HABENDUM CLAUSE**

"TO HAVE AND TO HOLD said lands and interests therein unto Name of Recipient and its successors forever, subject, however, to the covenants, conditions restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City of Creston, its successors and assigns."

"The City of Creston, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]\* (2) that the City of Creston shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and

as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction.”\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

**APPENDIX C**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Recipient, pursuant to the provisions of Assurance 7(a).

“The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases and "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.”

Include in licenses, leases, permits, etc.\*

“That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_  
City of Creston shall have the right to terminate the (license, lease, permit, etc.) and to re enter the repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.”

Include in deeds\*

“That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_  
City of Creston shall have the right to re enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa and its assigns.”

The following shall be included in all deeds, licenses, leases, permits or similar agreements entered into by the Recipient, pursuant to the provisions of Assurance 7(b).

“The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2)that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color,

national origins, sex, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally\_ assisted programs of the Department of Transportation \_ Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.”

Include in licenses, leases, permits, etc.\*

“That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_  
City of Creston shall have the right to terminate the (license, lease, permittee, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.”

Include in deeds\*

“That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_  
City of Creston shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa, and its assigns.”

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Prepared By: Todd Jackson  
Return To: Lisa Williamson

500 N. Sumner Avenue, Creston, Iowa 50801  
PO Box 449, Creston, Iowa 50801

641-782-5610  
641-782-2000

## JOINT AGREEMENT

**A JOINT AGREEMENT BETWEEN THE CITY OF CRESTON, UNION COUNTY, IOWA AND \_\_\_\_\_ TOWNSHIP, UNION COUNTY IOWA, FOR PROVIDING FIRE PROTECTION TO \_\_\_\_\_ TOWNSHIP, UNION COUNTY, IOWA, BY THE CITY OF CRESTON, UNION COUNTY, IOWA:**

### SECTION I

This contract is to conform to the provisions of Chapter 28E of the Code of Iowa (1997) pertaining to the joint exercise of governmental powers.

### SECTION II

#### DEFINITIONS:

- A. The City of Creston, Union County, Iowa shall hereinafter be referred to as "Creston".
- B. \_\_\_\_\_ Township, Union County, Iowa, shall hereinafter be referred to as "\_\_\_\_\_ Township".
- C. Chapter 359, Code of Iowa (1997), as amended, shall be known as "Chapter 359" for purposes of this contract.
- D. Chapter 28E, Code of Iowa (1997), shall hereinafter be referred to for purposes of this contract as "Chapter 28E".

### SECTION III

Creston and \_\_\_\_\_ Township hereby agree, pursuant to the provisions of Chapter 28E and in accordance with Chapter 359, Code of Iowa (1997), that Creston, by its Mayor and Clerk, and \_\_\_\_\_ Township, by its Chairman and Clerk, shall enter into this joint agreement in which Creston agrees to provide \_\_\_\_\_ Township with suitable fire protection in accordance with the provisions of applicable law.

This contract shall have the duration of two (2) years. The term of the contract shall be from **July 1, 2015 to June 30, 20\_\_**. This contract shall be subject to renegotiation at the expiration of the contract term and may be kept in full force and effect by written agreement of the parties executed prior to the expiration of the contract term. Should either party desire to terminate this contract prior to the termination date, or desire to renew the contract, said party seeking termination or no renewal shall serve written notice upon the other party at least sixty (60) days prior to the date of termination of the contract. This notice shall be delivered to the mayor of the party not seeking termination.

#### SECTION IV

The purpose of this agreement is to provide fire protection for \_\_\_\_\_ Township, Union County, Iowa. Fire protection for the purposes of this contract shall be defined as those services necessary to protect the life and property of the residents of \_\_\_\_\_ Township from destruction or damage by fire, as defined by the Code of Iowa.

#### SECTION V

The fire protection to be provided under this contract shall be financed by a levy of \$.060¾ per \$1,000.00 of taxable value. The money derived from this levy shall be paid to the City of Creston, Iowa, and will be used for debt retirement, maintenance and upkeep of fire equipment for the City of Creston, Iowa.

#### SECTION VI

This contract shall not be construed as creating a separate legal agency for purposes of maintaining the above-described fire protection.

#### SECTION VII

This agreement shall constitute the entire agreement between \_\_\_\_\_ Township and Creston. This agreement is contingent upon the approval of the Board of Trustees of \_\_\_\_\_ Township and the City Council of the City of Creston. ***This agreement shall not be effective until signed by all the proper parties.***

DATED AND SIGNED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CRESTON, IOWA  
IOWA

\_\_\_\_\_ TOWNSHIP,

By: \_\_\_\_\_  
Warren Woods, Mayor

By: \_\_\_\_\_  
NAME, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Lisa Williamson, City Clerk

\_\_\_\_\_  
NAME, Clerk

**RESOLUTION NO. ?? – 14**

**RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNERS:**

**WHEREAS**, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2013, and;

**WHEREAS**, the City's Mowing Ordinance is advertised in the local newspaper and posted each season, and;

**WHEREAS**, if the length of vegetation is 12 inches or taller by the 1<sup>st</sup> and the 15<sup>th</sup> of each month, May through October, the City may mow said properties and charge the property owners, and;

**WHEREAS**, the City Administrator ordered the nuisances abated, and;

**WHEREAS**, the City Clerk billed the property owners and the City was never paid.

**BE AND IT IS HEREBY RESOLVED** that the Creston City Council approves that the charges shall be collected in the same manner as general property taxes for the properties legally described as –

404 N Walnut – Lot 23, Swigart's 1 <sup>st</sup> Addition; Parcel #24010-450-028-00 .....	\$137.50
606 W Elm – Lot 150, OP; Parcel #24010-320-125-00 .....	\$175.00
908 W Adair – Lot 23, West Creston, Section C; Parcel #24010-30-019-00 .....	\$137.50
907 W Jefferson – Lot 124, West Creston, Section C; Parcel #24010-360-106-00 .....	\$137.50
610 W Mills – Lot 91, West Creston, Section A; Parcel #24010-340-095-00 .....	\$137.50
505 N Birch – Lot 86, Swigart's 1 <sup>st</sup> ; Parcel #24010-450-086-00 .....	\$175.00
311 N Elm – N 20' Lot 207, S 20' Lot 208, OP; Parcel #24010-320-182-00 .....	\$250.00
814 N Elm – Lot 42, Wilkins 1 <sup>st</sup> ; Parcel #24010-610-033-00 .....	\$137.50

**BE AND IT IS FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

**BE AND IT IS FURTHER RESOLVED** that any Resolution in conflict herewith is hereby repealed.

# IOWA STATE UNIVERSITY

## Institute for Transportation

2711 S. Loop Drive, Suite 4700  
Ames, IA 50010-8664  
515-294-8103  
FAX 515-294-0467  
www.InTrans.iastate.edu

Date: June 25, 2013

REC'D JUL 25 2013

To: Mr. Mike Taylor  
City Administrator, Creston  
116 West Adams St  
P.O. Box 449  
Creston, IA 50801

RE: 2013 Pavement Management Services

The Center for Transportation Research and Education (CTRE) is a unit of the Institute for Transportation (InTrans) at Iowa State University. CTRE will assist the City of Creston with the development of a local agency pavement management system as part of the Iowa Pavement Management Program (IPMP).

The following are the terms for the services to be performed in this agreement.

A. The City of Creston will:

1. Graphically identify pavement management section extents on maps provided by them
2. Provide literal descriptions and historical information on each pavement management section according to the instructions as provided by CTRE

B. CTRE will:

1. Create and distribute system maps showing the federal-aid system and the rest of the pavement network
2. Add the additional network graphics and data to the IPMP GIS database (for the non-federal aid system as requested by the City of Creston)
3. Add, delete, or modify the pavement history records in the IPMP GIS database to reflect the additional network
4. Contract with Fugro Roadware, Inc. for the right of way (ROW) video log and coordinate the collection process
5. Update the pavement management sections with summarized pavement condition data
6. Deliver the data to the City of Creston in the required format

For the ROW video log and CTRE's management services, the City of Creston will be billed for not more than \$3,000. An invoice, that is payable within 45 days of receipt, will be submitted when work has been completed. If these terms are in order, please sign and return one original of this letter of agreement. For questions, please contact Omar Smadi at 515 294-8103.

We look forward to working with you on this project.

Approved for CTRE,

Approved for the City of Creston,

 6/25/13

Omar Smadi  
Director

Date

\_\_\_\_\_  
(Signed) Date

Printed: WARREN WOODS

Title: MAYOR

**SOUTHWEST IOWA  
HOT AIR BALLOON RACES  
208 W. Taylor P. O. Box 471  
Creston, Iowa 50801**

**REQUESTED STREET CLOSINGS & PARADE PERMIT REQUEST FOR  
THE 2013 HOT AIR BALLOON DAYS**

**SATURDAY, SEPTEMBER 21**

FOR THE PARADE LINE-UP: FROM PINE TO CHERRY ON MILLS, AND ON CHERRY FROM MONTGOMERY TO HOWARD FROM 9:00A.M. UNTIL AFTER THE PARADE ABOUT 12:30 P.M.

CLOSE MONTGOMERY FROM CHERRY TO WALNUT FOR THE BUSES TO PARK UNTIL AFTER THE AWARD CEREMONY.

THE WEST DEPOT PARKING LOT ALL DAY FROM 5:00 A.M. TO 5:00 P.M. FOR THE ART AND CRAFT SHOW AND FLEA MARKET.

THE EAST DEPOT PARKING LOT FOR THE BANDS AWARD CEREMONY FROM 6:00 A.M. TILL NOON.

WE WOULD LIKE NO PARKING ON SOUTH CHERRY FROM TAYLOR STREET (OR HIGHWAY 34) TO THE CITY LIMITS FOR SAFETY TO THE PUBLIC FROM 6 A.M. TO 10 P.M. ON SATURDAY.

WE WOULD APPRECIATE TRAFFIC CONTROL AT HIGHWAY 34 AND SOUTH CHERRY FOLLOWING LIFT-OFF SATURDAY MORNING, AND AFTERNOON AND AFTER NIGHT GLOW.

WE NEED A PARADE PERMIT FOR SATURDAY, SEPTEMBER 21, AT 10:30 A.M. THE PARADE ROUTE WILL BE MILLS AT PINE, SOUTH TO MONTGOMERY, WEST TO DIVISION, SOUTH TO ADAMS, EAST TO THE EAST DEPOT PARKING LOT. WE WOULD APPRECIATE HAVING PARKING RESTRICTED ON THE PARADE ROUTE.

COULD WE PLEASE HAVE THE BARRICADES SET UP EARLY IN THE MORNING.

THANK YOU FOR YOUR HELP IN MAKING BALLOONING A SUCCESS.

SOUTHWEST IOWA HOT AIR BALLOON COMMITTEE

ROGER LANNING  
PRESIDENT



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## John Deere 2720 (31.4 hp) Compact Utility Tractor

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**About the John Deere 2720 (31.4 hp) Compact Utility Tractor :**

### Features and Benefits

The John Deere 2720 Compact Utility Tractor is designed for customers who demand the best available performance and yet desire a relatively compact machine. With over 30 hp, the John Deere 2720 will exceed customer expectations for power across the expanse of Category 1 implements. Further, customers with substantial grass mowing jobs will be attracted to the maneuverability the John Deere 2720 compact size provides.



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Model and transmission options:

The John Deere 2720 Tractor features a standard hydrostatic transmission, 4-wheel drive, and power steering. This tractor is primed for any property maintenance job a customer could dream of. OnRamp™ decks and Quik-Park™ loaders come on and off so easily that customers can switch tasks in a snap. A wide collection of other implements transform the John Deere 2720 Tractor into a tool to remove snow, grade the driveway, mow the pasture, spread fertilizer, or mulch, etc.

- Maneuverability and easy operation
- Narrow overall width allows the John Deere 2720 Tractor to work in tight areas where most compact tractors just can't fit
- Hydrostatic power steering provides smooth and steady power for easy steering; especially valuable when mowing around obstacles or when the tractor is used with a front loader
- High horsepower-to-weight ratio makes the John Deere 2720 Tractor a good choice for a variety of tasks
- Overall tractor weight reduces ground compaction and makes the John Deere 2720 Tractor an excellent mowing tractor
- Independent PTO allows engaging and disengaging the PTO without stopping tractor movement; this is important when driving across roads and driveways while mowing
- 12-V outlet for charging cell phones, iPods, or operate small work-related tools such as a spreader

### Deere & Company C

Symbol	DE
Price	83.19
Change	+C.21 (+0.25%)
Volume	1899762
Open	83.62
Close	82.98
AOL	N/A

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### Ag-Power Inc.

For parts, sales or service at any of [Ag-Power's 17 locations](#), call.

**(800) 593-3373**

### SPECS

MANUFACTURER John Deere  
 MODEL 2720

### ENGINE:

Yanmar 3 Cylinder Liquid Cooled Diesel Engine\*  
 Interim Tier IV EPA Emissions Certified  
 Engine HP 31.4 (23.1 kW)\*\* PTO HP 23.5 (17.5 kW) Rated Speed 2500 RPM \*\*Manufacturer's Estimate of Power (ISO) per 97/68/EC 100.2 Cu. In. Displacement (1.642 L)  
 Direct Fuel Injection  
 Auto Bleed Fuel System  
 Fully Enclosed Engine and Muffler with Horizontal Exhaust  
 7.1 Gallon Fuel Tank Capacity (27 L)  
 Hand Throttle  
 Air-Heater Cold Starting Aid  
 Anti-Freeze  
 Dry Type Air Cleaner with Safety Element  
 Key Engine Shut Off





Used Equipment

Select Language



### TRANSMISSION:

Hydrostatic Transmission  
 Infinitely Variable - 2 Speed Transaxle  
 2-Pedal Foot Operated Speed and Direction Control  
 Cruise Control  
 Transmission Oil Cooler  
 Differential Lock

### FRONT/REAR AXLE:

Flanged Rear Axle  
 Spur Gear Final Drive  
 4WD

### STEERING AND BRAKES:

Hydrostatic Power Steering  
 Individual Wheel Brakes  
 Park Brake  
 Wet Disk Brakes

### HYDRAULICS:

Open Center Hydraulic System  
 Dual Gear Pumps  
 Hydraulic Pump - Total Flow 10.5 GPM (39.6 LPM)  
 Steering Pump 5.5 GPM (20.8 LPM)  
 Implement Pump 5 GPM (18.8 LPM) with Filter  
 Dual Mid-SCV Standard

### PTO:

Mid PTO Standard Equipment  
 Independent Mid and Rear PTO  
 540-RPM Rear PTO  
 Hydraulic PTO Clutch  
 Mid PTO Brake  
 Rear PTO Brake  
 Separate or Simultaneous Operation of Mid and Rear PTO  
 Flip Up Rear PTO Shield

### ROCKSHAFT, 3-PT. HITCH, AND DRAWBAR:

Rockshaft  
 Category 1, 3-Pt. Hitch with Position Control  
 Rate of Drop/Stop Valve  
 Adjustable Drawbar

### INSTRUMENTATION:

Electric Fuel Gauge  
 Tachometer/Hour Meter  
 Oil Pressure Indicator Light  
 Coolant Temperature Light  
 Alternator Indicator Light  
 PTO Engagement Light  
 Park Brake Light  
 Flashing Warning Light Indicator

### ELECTRICAL:

12-Volt Outlet  
 12-Volt Electrical System  
 Wet Battery with 500 Cold Cranking Amps  
 40 Amp Alternator  
 Key Ignition Starter with Neutral Start Switch

### LIGHTS:

Two Front Halogen Head Lights  
 Two Flashing Warning Lights  
 \*\*Turn Signal Indication per Current ASAE Lighting Standard

### OPERATOR PROTECTIVE STRUCTURE:

Folding ROPS (Roll-Over- Protective Structure)\*\*Meets ASAE/SAE/OSHA Standards  
 Deluxe Cushion Seat with Seat Belt  
 Isolated Foot Rest



Operator Presence System

**MISCELLANEOUS:**

- SMV Emblem
- Front Weight Bracket
- Tilt-Up Hood

**BASE MACHINE (4WD):**

- Engage on the go 4WD
- Anti-Wrapping Guard for 4WD Drive Shaft
- Two - Steel Wheels with 14-17.5 6PR (R4) Rear Tires
- Two - Steel Wheels with 23x8.5-12 6PR (R4) Front Tires

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Compact Utility Tractor  
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**John Deere 2520 (26.5 hp)** Compact Utility Tractor  
[Call for Pricing](#)

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Quote Id: 8385120

Customer: GRACELAND CEMETERY

Quote Summary

Prepared For:

GRACELAND CEMETERY  
1844 CHERRY STREET RD  
CRESTON, IA 50801  
Business: 641-782-4841

Prepared By:

Chad Weaver  
BARKER IMPL & MOTOR CO  
INC  
710 EAST TAYLOR  
CRESTON, IA 50801  
Phone: 641-782-7032  
cweaver@ebarkers.com

Quote Id: 8385120

Created On: July 15, 2013

Last Modified On: July 24, 2013

Expiration Date: July 31, 2013

Equipment Summary

	Suggested List	Selling Price	Qty	Extended
<del>JOHN DEERE 62D In. Mo - 1M02562AEDM060437</del>	<del>\$ 3,609.00</del>	<del>\$ 3,250.00 X</del>	<del>X =</del>	<del>\$ 3,250.00</del>
JOHN DEERE 2720 4-Wheel Drive Tractor - 1LV2720HJCH511357	\$ 18,484.75	\$ 15,250.00 X	1 =	\$ 15,250.00

Equipment Total

~~\$ 18,500.00~~

Quote Summary

Equipment Total	<del>\$ 18,500.00</del>
SubTotal	<del>\$ 18,500.00</del>
Total	<del>\$ 18,500.00</del>
Down Payment	<del>(0.00)</del>
Rental Applied	<del>(0.00)</del>
Balance Due	<del>\$ 18,500.00</del>

Add:

John Deere 72IN Mid-Mount Side  
Discharge Mower (see Enclosed Quote)

~~\$ 3,900.00~~

\$ 19,100

Note: the 955 HAS A 72IN  
Mower Deck.

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**Quote Id:** 8385120

**Customer:** GRACELAND CEMETERY

**Quote Summary**

**Prepared For:**

GRACELAND CEMETERY  
1844 CHERRY STREET RD  
CRESTON, IA 50801  
Business: 641-782-4841

**Prepared By:**

Chad Weaver  
BARKER IMPL & MOTOR CO  
INC  
710 EAST TAYLOR  
CRESTON, IA 50801  
Phone: 641-782-7032  
cweaver@ebarkers.com

**Quote Id:** 8385120

**Created On:** July 15, 2013

**Last Modified On:** July 24, 2013

**Expiration Date:** July 31, 2013

**Equipment Summary**

**Suggested List**

**Selling Price**

**Qty**

**Extended**

JOHN DEERE 72 In. Mid-Mount Side  
Discharge Mower (For 2032R, 2520,  
2720, 4115 Tractors)

\$ 4,281.13

\$ 3,900.00 X

1 =

\$ 3,900.00

**Equipment Total**

**\$ 3,900.00**

**Quote Summary**

Equipment Total

\$ 3,900.00

SubTotal

\$ 3,900.00

Total

\$ 3,900.00

Down Payment

(0.00)

Rental Applied

(0.00)

**Balance Due**

**\$ 3,900.00**

**Salesperson :** X \_\_\_\_\_

**Accepted By :** X \_\_\_\_\_

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[Turf & Utility Sales Manual](#) > [2013 Model Year Mowers and Material Collection](#) > **72-in. Mid and 7-Iron**

## 2013 Model Year Mowers and Material Collection

### 72-in. Mid-Mount Mower (2520 and 2720)

[Print](#)

#### 72-in. Mid and 7-

##### Iron

- Base Equipment
- Configurator
- Attachments

• **54C (2305, 2210)**

• **62C (2305, 2210)**

• **54D (2025R, 2320)**

• **54D (1023E, 1025R, 1026R)**

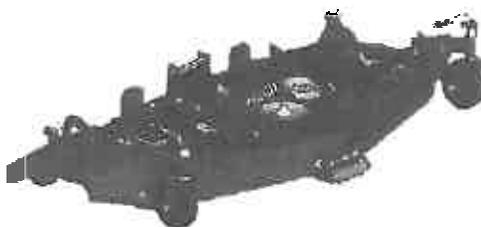
• **62D (2025R, 2320, 2520, 2032R, 2720)**

• **60D (3120-3720)**

• **60D (1023E, 1025R, 1026R)**

• **72D (3120-3720)**

• **3-Bag Power Flow MCS**



The 182.9-cm (72-in.) Mid-Mount Mower deck is compatible with 2520, 2720, 4115, 4300-4400, 4210, 4310, 4410, 4500-4700, 4510-4710, and 4120-4720 Tractors. It is designed for large-area mowing applications:

- 9-gauge (0.156-in.) steel deck material

#### Features

[Installation and removal](#)

[Mid-mower lift system 2520, 2720, 4010, 4110, 4115, and 4100 Tractors](#)

[Compatible with front loader](#)

[Mid-power take-off \(PTO\) driven](#)

[Service and durability](#)

Product features are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Availability of products, product features, and other content on this site may vary by model and geographic region.

Engine horsepower and torque information are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to the engine manufacturer's Web site for additional information.

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- Standard Features -

- Custom Options -



B Series B3200HSDWO  
\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**  
Model # V1505E3D24  
Interim Tier IV Engine  
4 Cyl 91.5 cu. In.  
^ 32 Gross Eng. HP  
^ 23.0 PTO HP  
@ 2700 Eng. Rpm  
12V - 433CCA  
Charging Output 14.5 Amps  
Dual Air Cleaner Element

**FLUID CAPACITY**  
Fuel Tank 8.1 gal.  
Cooling System 4.7 qts.  
Crankcase 5.7 qts.  
Transmission and 3.8 gal.  
Hydraulics  
Front Axle Differential

**HYDRAULICS**  
Open Center  
Tandem Pumps Gear Type  
3.2 gpm Power Steering  
8.7 gpm Remote/3 Pt Hitch  
9.9 gpm Total Hyd. Flow  
Cat I 3-point Hitch  
At lift Point 1655 lbs  
24" Behind 1300 lbs

**DIMENSIONS**  
Overall Height w/ROPS 89.4"  
Overall Length w/3pt 109.8"  
Wheel Base 65.6"  
Crop Clearance

**POWER TAKE OFF**  
Live Continuous Running  
Rear PTO - 1 Speed  
SAE Std 1 3/8" Six Spline  
540 rpm @ 2600 Eng. rpm  
Mid PTO - 1 Speed  
2500 rpm @ 2576 Eng. rpm  
Operator Presence Control System

**FRONT AXLE**  
Integral Power Steering  
Cast Iron  
Bevel Gear, 4WD  
Tread Spacing, Nonadjustable

**SAFETY EQUIPMENT**  
2-Post ROPS w/ Retractable  
Seat Belt  
Flip-Up PTO Shield  
Safety Start Switches  
Electric Key Shut Off  
Wet Disc Brakes  
Parking Brakes

**TRANSMISSION**  
Hydrostatic Drive  
Forward Speeds  
Hi Range 0 - 12.4 mph  
Med. Range 0 - 5.8 mph  
Lo Range 0 - 3.3 mph  
Reverse Speeds  
Hi Range 0 - 9.9 mph  
Med. Range 0 - 4.5 mph  
Lo Range 0 - 2.6 mph  
Rear Differential Lock

^ Manufacturer Estimate

**SELECTED TIRES**  
ABR8726 & BR8749 INDUSTRIAL TIRES  
FRONT - 23x8.50-14 R4 Titan Trac Loader  
REAR - 12.4-16 R4 Goodyear Sure Grip Lug

B3200HSDWO Base Price: \$15,954.00  
(1) 72" MID MOUNT MOWER \$3,593.00  
RC72-27BA-72" MID MOUNT MOWER  
Suggested List Price w/ Options: \$19,547.00

State Bid Price

\$ 17445.69

City of Creston

Bruce Hodges

641-782-4841

Capital City Equipment

Des Moines, IA

\*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.  
This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individual Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

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3200 DIESEL TRACTOR  
**B3200HSD**

<b>PO</b> 162012	<b>Account</b>	<b>Date</b> 7/18/2013
<b>Dealer Information</b>		<b>Customer Info</b> Graceland

	Model	Part Number	Description	Quantity	Price	Extended Price
1	955 - TRACTOR, COMPACT UTILITY	AM878464	Short Block Assembly	1	5830.41	5830.41
2	955 - TRACTOR, COMPACT UTILITY	AM101952	Isolator	2	32.91	65.82
3	955 - TRACTOR, COMPACT UTILITY	AM101951	Isolator	2	34.82	69.64
4	955 - TRACTOR, COMPACT UTILITY	M801265	Gasket	1	3.02	3.02
5	955 - TRACTOR, COMPACT UTILITY	M811034	Thermostat	1	25.84	25.84
6	955 - TRACTOR, COMPACT UTILITY	AM880905	Water Pump	1	382.38	382.38
7	3009 - ENGINE, OEM (SERIES 200 DIESEL)	AM882490	Gasket Kit	1	80.63	80.63
8	955 - TRACTOR, COMPACT UTILITY	AM102893	Cap	1	8.23	8.23
9		TY26575	COOL-GARD TM	1	15.05	15.05
10		TY26674	Plus-50 TM Engine Oil	5	4.78	23.90
11	955 - TRACTOR, COMPACT UTILITY	M805839	Gasket	1	10.95	10.95
12	955 - TRACTOR, COMPACT UTILITY	AM877675	Nozzle	3	136.27	408.81
13	955 - TRACTOR, COMPACT UTILITY	M806419	Oil Filter	1	8.67	8.67
14		estimate for head		1	750.00	750.00

**Comments**  
install new short block have the head checked and renewed (check head for cracks, check valves, seats, guides and replace if needed, new seals, plain head if needed)

<b>Subtotal</b>	<b>Shipping</b>	<b>Labor</b>	<b>Total</b>
<b>7683.35</b>	<b>0.00</b>	<b>2100.00</b>	<b>9783.35</b>

**Shipping Method**      **Currency**  
USD

*Cost To Repair  
1998 Model 955  
© Barker Impet.*