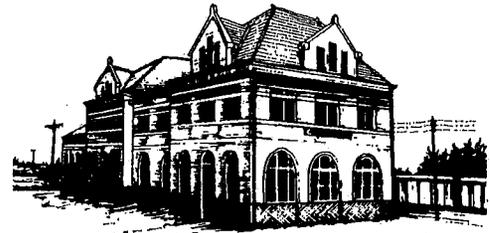


City of
CRESTON, IOWA

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: Gary Lybarger
COUNCIL: Ward 1 - Vacant, Rich Madison, Gabe Carroll, Marsha Wilson, Dave Koets, Christine Nielsen, Steve Wintermute
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CO-CITY ATTORNEYS: Skip Kenyon & Marion James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, June 7, 2016
6:00 p.m.
06/03/2016 2:07 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:** May 17, 2016 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i) **Total Claims** - \$472,152.52
 - ii) **Fund Transfers** - \$48,210.90
 3. **Liquor License Renewals:** Pizza Hut
 4. **Cigarette Permit Renewals:** Colburn's Corner Saloon; Fareway; Creston Farm & Home; Pokorny BP; House of Pain; Hy-Vee; Walmart
 5. **Amusement Permit Renewals:** Colburn's Corner Saloon; Montgomery Street Pub; Sidetracked LLC; Eagles; The Lobby; Elks Lodge
 6. **Appointment:** Josh Madison – Planning & Zoning Commission
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 can be taken.***
7. **New Business**
 - **THE PUBLIC HEARING ON THE MATTER OF THE PROPOSED SALE OF CITY-OWNED PROPERTY LOCATED AT 1000 W JEFFERSON STREET HAS BEEN CANCELLED.**
 1. **Resolution** to set a Public Hearing on June 21, 2016, at 6:00 p.m. for the purpose of receiving public comment on the Neighborhood Stabilization Program (NSP)
 2. **Resolution** to authorize action to acquire property located at 401 N Birch Street through the 657A.10.A process
 3. **Public Hearing** on the matter of Replacing Runway 16-34 VASIs (with PAPIs) and REILs at Creston Municipal Airport

4. **Resolution** to accept Base Bid of \$134,205.94 and Alternate Bid 1 for \$4,757.84 (total of \$138,963.78) and award contract to Voltmer, Inc., subject to receiving the FAA grant, for the Creston Municipal Airport Replacement of Runway 16-34 VASIs (with PAPIs) and REILs
5. **Resolution** to approve making application for federal assistance to Replace Runway 16-34 VASIs (with PAPIs) and REILs at the Creston Municipal Airport – AIP 3-19-0023-012, PN 4445.04
6. **Resolution** to approve a Non-Federal Reimbursable Agreement between DOT-FAA and the City of Creston for the FAA to provide services pertaining to a commissioning flight inspection of the PAPIs and REILs on Runways 16 & 34 at the Creston Municipal Airport
7. **Resolution** to award contract to Herberger Construction Co., Inc., for the Adams Street Bridge Over Lake McKinley Project for \$1,469,169.67
8. **Resolution** directing the advertisement for sale of \$855,000 General Obligation Refunding Capital Loan Notes, Series 2016A, approving electronic bidding procedures and Official Statement
9. **Resolution** directing the advertisement for sale of \$1,090,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, approving electronic bidding procedures and Official Statement
10. **Resolution** to approve Payment Request #1 of \$31,503.90 to Larry Elwood Construction, Inc., for work completed on the Creston City Hall Exterior Opening Restoration Project
11. **Resolution** to reschedule a Public Hearing for June 21, 2016, at 6:00 p.m. regarding a conditional amendment to the Zoning Ordinance
12. **Resolution** to amend the City of Creston's I & I Policy
13. **Resolution** to set a Public Hearing on June 21, 2016, at 6:00 pm for the purpose of receiving public comment on adding Ordinance 16 – 167 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 55 AND ADDING A NEW SECTION 55.06 – PROVISIONS PERTAINING TO LIVESTOCK
14. **Appointment** with Eric Green regarding Adams Street sewer extension
15. **Motion** to approve requested street closures by the Creston Elks on July 3-4, 2016, from 3 pm – 2 am, and August 13, 2016, from 11 am – 2 pm, on Montgomery Street from Oak to Division Streets
16. **Motion** to approve requested street closures by St Malachy PTO for a Fall Color Run on Sunday, September 25, 2016, at 2 pm
17. **Motion** to approve temporary street closure requested by Gus King/Elm's Club for Creston Bike Night on Friday, June 24th from 3:00 pm – 1:00 am June 25th – Elm Street between Adams and Montgomery Streets, the alley at Maple Street (both ways) and the alley west of Elm's Club

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL MAY 17, 2016

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

Roll call being taken with the following Council members present: Wintermute, Koets, Wilson, Carroll, Madison and Nielsen. White was absent.

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

Madison moved seconded by Wilson to approve the consent agenda, which included approval of minutes of May 3, 2016, regular meeting; claims of \$127,424.15 and fund transfers of \$866,744.95; cigarette permit renewals for Casey's General Stores #3, #2422, #2423, #2424, #3223, #3224 and Dollar General. All voted aye. White was absent. Motion declared carried.

During Public Forum, Delores Doench, President of United Charitable Association, spoke regarding Item #7 - A resolution to set a Public Hearing for June 7, 2016, at 6:00 p.m., on the proposed sale of City-owned property located at 1000 W. Jefferson Street. Ms. Doench and the United Charitable Association are interested in purchasing the property (the old Lincoln School Building) and turn it into housing for domestic violence, transient and transitional housing victims. They are also looking at the potential for putting in a couple of low-income apartments. Their funding is currently coming in the form of private individual donations and they have recently become a 501c3, so they can now apply for grants as well.

Ellen Gerharz, Union County Tourism Director, shared the Travel Iowa Tourism Guide with Mayor and Council to show them what the Hotel-Motel dollars are being spent on regarding advertisements. The Visitor's Center is also set to open on Monday, May 23rd through Saturday, October 8th. They still need volunteers.

Ashley Shiwarski of Utility Service Partners spoke to Council regarding their program that provides three separate insurance programs to Creston homeowners - external water line coverage, external sewer line coverage and in-home plumbing coverage. They would like to partner with the City and market by direct mail to all property owners in Creston. No action was taken at this time.

A resolution was offered by Madison seconded by Carroll to approve a request by the Old Tyme Power Group for a grant of \$350.00 to be paid for from Hotel-Motel Funds to help assist with the cost of the group's liability insurance and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. White was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Carroll to accept a grant of \$5,000.00 from South Central Iowa Community Foundation on behalf of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Madison, Nielsen, Wintermute, Koets, Wilson and Carroll voted aye. White was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Wintermute to accept a grant of \$6,000.00 from South Central Iowa Community Foundation on behalf of the Creston Fire Department and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, Nielsen and Wintermute voted aye. White was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to approve the purchase of Cemetery Management System software from NewCom Technologies and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. White was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to approve a Rental Agreement for 1707 West Adams Street with Jason Lybarger and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. White was absent. Resolution declared passed.

A resolution was offered by Madison seconded by Wintermute to set a Public Hearing on June 7, 2016, at 6:00 p.m. for the purpose of accepting public comment on the proposed sale of City-owned property located at 1000 West Jefferson Street and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, Nielsen and Wintermute voted aye. White was absent. Resolution declared passed.

Discussion was held on the Uptown stoplights. Ellen Gerharz urged Council to consider leaving the stoplights at the Adams/Elm Streets intersection, due to the regulations set for the Quiet Zone. Mike Taylor also wants to see the stop lights left at the intersection of Adams/Maple Streets for the safety of people crossing at the crosswalk.

Wilson moved seconded by Madison to remove the stoplights located at the Montgomery/Maple Streets intersection and Montgomery/Elm Streets intersection. All voted aye. White was absent. Motion declared carried.

Wintermute moved seconded by Wilson to approve the following requested street closures and other requests by the 10,000 Crestonians for the 2016 10,000 Crestonians' 4th of July Celebrations –

- July 3rd and 4th – Maple Street from Adams to Montgomery from 6:00 p.m. Sunday to 6:00 p.m. Monday, with alley closed at Maple.
 - July 4th – Parade - Close Cherry from Montgomery to Howard, Mills from Pine to Cedar from 8:30 a.m. until approximately 12:30 p.m.
 - July 4th – Parade Permit.
 - July 4th – Fireworks – Spillway Road from the East end of the dam to Adams Street, from 7:00 a.m. to midnight.
 - July 4th – two barricades at the drive in the park to get to the band shell at 7:00 a.m.
- All voted aye. White was absent. Motion declared carried.

Under Other, Mike Taylor talked about sketches for the McKinley Park Underpass. We have \$500 in the budget to purchase the paint for the Art Group to paint the underpass.

A civics group from the St. Malachy School painted the Cedar Street Underpass and they also raised the money for the paint.

Councilperson Wilson asked why the two metal plates that were installed in the Cedar Street Underpass were removed. Public Works Director Kevin Kruse explained that because of the unevenness of the floor of the underpass, they weren't able to get the plates to stay in place. The railroad is currently receiving bids from a surface restoration company to repair the floor.

Wilson moved seconded by Madison to adjourn the meeting. All voted aye. White was absent. Council adjourned at 7:03 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	CARR, MATT	REIMBURSEMENT-MEALS	36.52		
		CARPENTER UNIFORM CO &	HOLSTER/BOOTS	79.99		
			HOLSTER/BOOTS	216.91		
		WINDSTREAM	TELEPHONE	57.26		
		HEARTLAND TIRE & AUTO	MOUNT/DISMOUNT TIRES #19	31.78		
			MOUNT/DISMOUNT TIRES #18	63.56		
			MOUNT/DISMOUNT #19	15.89		
		CRESTON MOTOR SUPPLY INC	OIL/FILTERS-15,17,18	68.78		
		PETTY CASH - POLICE	EVIDENCE PURCHASE	80.00		
			USPS-MAIL DCI LAB	6.23		
			USPS-CERTIFIED MAIL	19.41		
			USPS-CERTIFIED MAIL	6.47		
		SUPREME CLEANERS	UNIFORM CLEANING-MAY'16	63.75		
		ENFORCEMENT VIDEO LLC	(2) MOBILE VIDEO CAMERAS	9,640.00		
			TOTAL:	10,386.55		
		FIRE PROTECTION	GENERAL FUND	US CELLULAR	TABLET DATA PLANS	77.64
					CAR CHARGER	24.99
				CRESTON PROF FIREFIGHTERS	EXTINGUISHER POWDER/TAGS	295.00
				ED M FELD EQUIP CO INC	CLASS A FOAM	468.00
	EXPANSION RINGS/GASKETS			36.00		
F&M BODY SHOP INC	REPAIR LADDER #1			397.00		
	PAINT HOOD NEW TRUCK			750.00		
FARM & HOME SUPPLY INC	40# OIL DRY			136.29		
WINDSTREAM	TELEPHONE			226.77		
HEARTLAND TIRE & AUTO	MOUNT/DISMOUNT BRUSH TRK			73.64		
CRESTON MOTOR SUPPLY INC	PLUG OUTLET			7.19		
OFFICE DEPOT	TONER			320.72		
	TONER			44.51		
PETTY CASH - FIRE	USPS-CERTIFIED MAIL			13.15		
	WALMART-SUPPLIES			11.22		
	NAPA-PAINT FOR R-3			6.98		
	WALMART-VELCRO			2.97		
	USPS-POSTAGE			1.57		
	FARM&HOME-WASHERS FOR TRUC			0.32		
	TOTAL:			2,893.96		
BUILDNG & HSNG SAFETY	GENERAL FUND	GRMC BUSINESS HEALTH & WELLNESS	RANDOM DRUG SCREENS-BRUCE	80.00		
		WINDSTREAM	TELEPHONE	59.58		
			TOTAL:	139.58		
ANIMAL CONTROL	GENERAL FUND	JACK, BRIAN	SUCCESSFUL ADOPTION	20.00		
		KOEHNE, KRIS	SUCCESSFUL ADOPTION	20.00		
		CRESTON VET CLINIC PC	VET SERVICES-EUTHANIZATION	320.00		
		WAL-MART COMMUNITY	RCPT BOOK FOR POUND	8.67		
			TOTAL:	368.67		
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTERS	61.96		
		WINDSTREAM	TELEPHONE	167.80		
		SIRWA	WATER-AIRPORT/CEMETERY	33.00		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
			TOTAL:	1,616.93		
ASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	RECYCLE COLLECTION-8X'S	800.00		
			TOTAL:	800.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
LIBRARY SERVICES	GENERAL FUND	CRESTON PUBLISHING CO	EMPLOYMENT AD	36.75		
		WASTE MANAGEMENT	DUMPSTERS	40.89		
		WINDSTREAM	TELEPHONE	233.89		
		IOWA WORKFORCE DEVELOPMENT	CONVEYANCE PERMIT FEE	75.00		
		OFFICE MACHINES	PAPER TOWELS	62.98		
		LEON J DOROTHY	COMPUTER MAINTENANCE	48.00		
			COMPUTER MAINTENANCE	16.00		
		WAL-MART COMMUNITY	FURNACE FILTERS/SUPPLIES	62.68		
			CLEANING SUPPLIES	36.09		
			TOTAL:	612.28		
		PARKS	GENERAL FUND	AKIN BUILDING CENTER	SUPPLIES TO PAINT MURAL	108.37
ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-PARK			8.00		
	UNIFORMS-PARK			8.00		
	UNIFORMS-PARK			8.00		
NORTHLAND PRODUCTS CO	CLEANING UNIT RENTAL			55.48		
BYERS, JUSTIN G	KEYS & PADLOCKS			124.45		
CENTRAL PLAINS ELECTRIC	RAINBOW PARK FOUNTAIN RPR			30.00		
	RAINBOW PARK FOUNTAIN RPR			272.62		
CRESTON CITY WATER WORKS	WATER-RAINBOW PARK			6.65		
	WATER-RAINBOW PARK FOUNTAI			9.07		
	COPPER PIPE/WATER FOUNTAI			20.02		
	WATER-MCKINLEY			35.64		
	WATER-CAMPGROUND			90.20		
	WATER-HISTORICAL COMPLEX			9.07		
	WATER-MCKINLEY PARK			9.07		
	WATER-TAYLOR PARK			9.07		
WASTE MANAGEMENT	DUMPSTER-CAMPGROUND			51.08		
	DUMPSTERS-PARK			275.00		
FARM & HOME SUPPLY INC	MISC SUPPLIES			303.21		
WINDSTREAM	TELEPHONE			55.13		
KRANTZ PLUMBING & HEATING	ADJ CAMPGRD WATER HYDRANT			58.00		
CRESTON MOTOR SUPPLY INC	GRAPHITE SPRAY			8.39		
	HYD LINES/COUPLERS			312.39		
	STARTER-4X4 FORD			135.98		
	ALTERNATOR-997 MOWER			214.98		
WAL-MART COMMUNITY	120V INFLATOR			29.88		
	TOTAL:			2,247.75		
RECREATION	GENERAL FUND			BSN SPORTS	ANCHORS FOR BASES	29.99
				CRESTON CITY WATER WORKS	WATER-SEARS COMPLEX	9.07
					WATER-SEARS FOUNTAIN	9.07
					WATER-MCKINLEY BALLFIELD	9.07
				WASTE MANAGEMENT	DUMPSTER-SEARS COMPLEX	14.85
				WINDSTREAM	TELEPHONE	59.58
		RJ'S PORTABLES	PORTA-POTTIE SOCCER FIELD	75.00		
			(3) PORTA POTTIES-BB FLDS	225.00		
		WAL-MART COMMUNITY	STOP WATCHES	68.39		
			TOTAL:	500.02		
CEMETERY	GENERAL FUND	ACCESS TECHNOLOGIES INC	MICROSOFT OFFICE SOFTWARE	234.98		
		WHEELER, RODNEY	(2) WEEDEATER'S/(8) HEADS	813.51		
		NEWCOM TECHNOLOGIES	1ST HALF PMT-CEMETERY SOFT	4,397.50		
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-CEMETERY	4.50		
			UNIFORMS-CEMETERY	4.00		
	UNIFORMS-CEMETERY	4.00				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AGRIVISION EQUIPMENT GROUP	OIL/FILTERS-997 MOWER	224.90
			CABLE FOR JD2720 TRACTOR	29.72
		WASTE MANAGEMENT	DUMPSTERS	61.96
		WINDSTREAM	TELEPHONE	57.26
		CRESTON MOTOR SUPPLY INC	MISC TOOLS	40.11
		OFFICE DEPOT	OPTICAL MOUSE	9.49
		SIRWA	WATER-AIRPORT/CEMETERY	33.00
			TOTAL:	5,914.93
SWIMMING POOL	GENERAL FUND	CINTAS CORPORATION NO 2	RESTOCK FIRST AID CABINET	121.66
		ACCO UNLIMITED CORPORATION	CHLORIN/ACID/STAB/TESTERS	1,272.95
		WINDSTREAM	TELEPHONE	15.98
			TOTAL:	1,410.59
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	COPIER LEASE	283.11
		INFO DOG SECURITY, LLC	SHRED SERVICES-MAY'16	34.95
		WEISSHAAR, DEBBIE	REFUND LIQUOR LIC-SIDETRAC	463.13
		WOODS, WARREN	WEBSITE MAINT-APR & MAY'16	225.00
		CRESTON CHAMBER OF COMMERCE	4TH ANNUAL FUNDING	2,500.00
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	27.57
		WINDSTREAM	TELEPHONE	354.68
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-ELEC & GA	55.82
			ELECTRIC & GAS-1707 W ADAM	45.64
		MID-IOWA ENVIRONMENTAL	ASBESTOS-701 W ADAMS	2,700.00
		OFFICE DEPOT	RUBBER FINGERTIPS	2.07
			BLACK TONER	69.49
		OLD TYME POWER	LIABILITY INS FOR FUNDRAIS	350.00
		SOUTHERN PRAIRIE YMCA	BI-ANNUAL SCHOLARSHIP	5,000.00
			TOTAL:	12,111.46
CITY HALL	GENERAL FUND	LARRY ELWOOD CONSTRUCTION INC	EXTERIOR OPENINGS PROJECT	31,503.90
		CRESTON CITY WATER WORKS	WATER-CITY HALL	27.86
		GREEN VALLEY PEST CONTROL	SPRINKLER SYSTEM MAINT	51.00
		IOWA WORKFORCE DEVELOPMENT	CONVEYANCE PERMIT FEE	75.00
		OFFICE DEPOT	TRASH BAGS	31.46
			TOTAL:	31,689.22
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	ADD'L BINDER RENEWAL	18,657.00
			TOTAL:	18,657.00
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SOUTHERN PRAIRIE YMCA	BI-ANNUAL MAINT. AGREEMENT	9,500.00
			TOTAL:	9,500.00
ROAD MAINTENANCE	ROAD USE TAX	GRMC BUSINESS HEALTH & WELLNESS	RANDOM DRUG SCREENS-JOHNST	40.00
		CINTAS CORPORATION NO 2	RESTOCK FIRST AID SUPPLIE	45.65
		AKIN BUILDING CENTER	(108) 4X8X16 BLOCKS	182.52
			SCREWS/TORX BITS	26.65
			PROMIX FOR CATCH BASINS	272.58
		OMG MIDWEST, INC.	3.25Y C-4, SMALL LOAD	510.56
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET	50.10
			UNIFORMS-STREET	94.53
			UNIFORMS-STREET	47.92
		NORTHLAND PRODUCTS CO	SERVICE CLEANING UNIT	110.95
		CRESTON CITY WATER WORKS	WATER-CITY SHOP	25.92
			WATER-CITY BARN	9.07
		DIAMOND VOGEL PAINTS	STREET PAINT	3,326.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			STREET PAINT	15.60
		ELECTRICAL MATERIALS CO	SEWER RPR-504 W PRAIRIE	47.87
		FARM & HOME SUPPLY INC	CABLE/CLEVIS/CLIPS/THIMBL	129.97
			WHEEL CASTERS-WELDING TAB	115.56
			(3) PAIR GUM BOOTS	119.85
		FASTENAL	HIGHTEST CHAIN AND HOOKS	486.92
		WINDSTREAM	TELEPHONE	180.46
		IOWA PRISON INDUSTRIES	OBJECT MARKER-QZ	680.00
			NO PARKING SIGNS	71.00
			SLOW SIGNS	71.60
			HANDICAP SIGNS	71.00
			OBJECT MARKERS	16.80
			LOOK SIGNS	39.30
		IOWA TOOL & MANUFACTURING INC	20' 12" DOUBLE WALL PIPE	846.40
		CRESTON MOTOR SUPPLY INC	FILTERS/BRAKE CLEAN	112.86
			BEARINGS/GREASE CAPS	58.89
			HEAT SHUT OFF PARTS	31.04
			STROBE LIGHTS/PLUGS	270.73
		SERVICE TECHS INC	(3) CHAINSAW CHAINS	80.85
			TOTAL:	8,189.94
ADMIN-STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	59.58
			TOTAL:	59.58
SELF FUNDING INSURANCE	PAYROLL TAX BENEFIT	THE HARTFORD	POLICY #866519-GROUP LIFE	396.00
			TOTAL:	396.00
POJ FORFEITURE	POLICE FORFEITURE	CRESTON VET CLINIC PC	DOG BOARDING	56.00
		K & J HARDWARE INC	DOG FOOD	31.99
			TOTAL:	87.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	WORDEN, CARL	MCKINLEY PARK CONCERT	1,000.00
		AD INFINITUM	LITTLE TEXAS-BALANCE DUE	5,500.00
		TAR CREEK, INC	BALANCE DUE-KEITH ANDERSO	4,500.00
		SNYDER & ASSOCIATES, INC.	HURLEY CREEK ENG SVC	2,886.95
			TOTAL:	13,886.95
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	COPY SYSTEMS INC	MONTHLY CONTRACT/OVERAGES	60.54
		INGRAM	NEW BOOKS/MATERIALS	601.27
			NEW BOOKS/MATERIALS	30.28
		MICROMARKETING LLC	AUDIOBOOKS	149.48
			AUDIOBOOKS	74.99
			TOTAL:	916.56
CAPITAL PROJECTS	CAPITAL PROJECTS F	KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-ADAMS ST BRIDGE	193.60
			TOTAL:	193.60
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	TAYLOR, MICHAEL	FREIGHT-WWTP PUMP	317.09
		TESTAMERICA LABORATORIES, INC	WEEKLY TESTING	360.50
			WEEKLY TESTING	341.00
			(2) BODS	47.00
			WEEKLY TESTING	341.00
			TESTING, BODS, METAL	427.00
			(2) BOD'S	47.00
			PILOT STUDY	97.00
		ROGHAI, RANDY	I&I REIMBURSE-1011 CREST	500.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SMITH, REGINA	I&I REIMB-1101 N SPRUCE	500.00
		GRAHAM, DOUG	I&I REIMBURSEMENT	500.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-WWTP	29.45
			UNIFORMS-WWTP	29.45
			UNIFORMS-WWTP	29.45
		CENTRAL PLAINS ELECTRIC	PUMP REPAIR	25.00
		CRESTON CITY WATER WORKS	WATER-WWTP	253.60
		WASTE MANAGEMENT	DUMPSTER-WWTP	75.14
		FASTENAL	RESTOCK BOLT BIN	24.17
		WINDSTREAM	TELEPHONE	438.64
		HAWKINS INC.	CHLORINE TABLETS	365.00
		CRESTON MOTOR SUPPLY INC	CARB BOWL GASKET	2.99
		NORTH CENTRAL LABORATORIES	(2) R803 THERMOMETERS	90.71
		VEENSTRA & KIMM INC	ENG SVC FACILITY PLAN	402.84
			TOTAL:	5,244.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE AD'S	17.28
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-APR'16	229.45-
			MEDICAL PD DOG "FREEWAY"	64.60
			CANNED FOOD/WORMER	4.60
			MEDICAL-DOG-C. REINGARD	150.00
			3 CANS MILK REPLACER	47.10
		DOWNNEY, MYCALE	REIMBURSE-ARL & GAS	70.00
		GREENFIELD VET CLINIC PC	SPAY DOG FOR KELLI RUTH	172.00
		SOUTHERN HILLS VET SVC INC	TNR #23 - JANEL CLAYTON	100.00
			SPAY CAT FOR F. MILLER	88.50
			SPAY CAT FOR F. MILLER	88.50
			SPAY "TINKERBELL"-R. SCOT	126.50
			TNR #24 FOR TONI POLI	100.00
			MEDICAL-POUND CAT "MISSY"	84.83
			MEDICAL-B. NORTON CAT	100.00
			MEDICAL POUND CAT "TOMMY"	109.00
			TOTAL:	1,093.46

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

001	GENERAL FUND	89,348.94
006	COMMUNITY CENTER	9,500.00
110	ROAD USE TAX	8,249.52
112	PAYROLL TAX BENEFIT	396.00
120	POLICE FORFEITURE	87.99
166	RESTRICTED GIFTS-MCKNLY P	13,886.95
167	RESTRICTED GIFTS-LIBRARY	916.56
301	CAPITAL PROJECTS FUND	193.60
610	SEWER OPERATING FUND	5,244.03
953	ANIMAL SHELTER *AGENCY FU	1,093.46
GRAND TOTAL:		128,917.05

CITY OF CRESTON
 MANUAL CHECKS/DEBITS - PERIOD ENDING 06/02/16

SELF FUNDING INSURANCE

SISCO	CLAIMS	8,455.89
SISCO	CLAIMS	955.17
SISCO	CLAIMS	5,854.80
SISCO	MONTHLY PREMIUM	45,153.61
KABEL	MONTHLY FEE	50.00
SELF FUNDING INSURANCE	TOTAL	\$ 60,469.47

FINANCE DEPARTMENT

UNION COUNTY RECORDER	RECORDING FEES	17.00
IOWA FINANCE AUTHORITY	SRF LOAN #2 SERVICE FEE	172.00
IOWA FINANCE AUTHORITY	SRF LOAN #3 SERVICE FEE	86.00
IOWA FINANCE AUTHORITY	SRF LOAN #4 SERVICE FEE	1,790.00
FINANCE DEPARTMENT	TOTAL	\$ 2,065.00

BUILDING DEPARTMENT

UNION COUNTY RECORDER	RECORDING FEES	36.00
BUILDING DEPARTMENT	TOTAL	\$ 36.00

POLICE DEPARTMENT

PETTY CASH-POLICE	EVIDENCE PURCHASE	110.00
POLICE DEPARTMENT	TOTAL	\$ 110.00

DEBT SERVICE

IOWA FINANCE AUTHORITY	SRF LOAN #2	171,010.00
IOWA FINANCE AUTHORITY	SRF LOAN #3	56,505.00
IOWA FINANCE AUTHORITY	SRF LOAN #4	51,740.00
DEBT SERVICE		\$ 279,255.00

CAPITAL PROJECTS

TAYLOR, WILLIAM & JONI	LAND ACQUISITION	1,300.00
CAPITAL PROJECTS	TOTAL	\$ 1,300.00

MANUAL CHECKS/DEBITS TOTAL

\$ 343,235.47

FUND TRANSFERS FOR PERIOD ENDING:

06/08/16
POSTING DATE

LOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 2,700.00	121 L.O.S.T.-PROP TAX RELIEF(50%) <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: ASBESTOS REMOVAL-701 W ADAMS VENDOR: MID-IOWA ENVIRONMENTAL</div>	001 GENERAL FUND	121 3-6910 001 3-4830 121 1110 001 1110	2,700.00 2,700.00	 2,700.00 2,700.00
\$ 325.00	121 L.O.S.T.-PROP TAX RELIEF(50%) <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: ASBESTOS TESTING-701 W ADAMS VENDOR: IOWA ENVIRONMENTAL SERVICES</div>	001 GENERAL FUND	121 3-6910 001 3-4830 121 1110 001 1110	325.00 325.00	 325.00 325.00
\$ 2,832.00	121 L.O.S.T.-PROP TAX RELIEF(50%) <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: OIL COLLECTION & DISPOSAL-701 W ADAMS VENDOR: HYDRO-KLEAN</div>	001 GENERAL FUND	121 3-6910 001 3-4830 121 1110 001 1110	2,832.00 2,832.00	 2,832.00 2,832.00
\$ 5,500.00	009 HOTEL-MOTEL TAX <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: BALLOON DAYS VENDOR: SOUTHWEST IA HOT AIR BALLOON COMMITTEE</div>	001 GENERAL FUND	009 3-6910 001 3-4830 009 1110 001 1110	5,500.00 5,500.00	 5,500.00 5,500.00
\$ 5,000.00	126 TIF-JAMES SBDV(25%-LMI) <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: BI-ANNUAL SCHOLARSHIP VENDOR: SOUTHERN PRAIRIE YMCA</div>	001 GENERAL FUND	126 3-6910 126 1110 001 1110 001 3-4830	5,000.00 5,000.00	 5,000.00 5,000.00
\$ 350.00	009 HOTEL-MOTEL TAX <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: LIABILITY INSURANCE VENDOR: OLD TYME POWER GROUP</div>	001 GENERAL FUND	009 3-6910 009 1110 200 1110 200 3-4830	\$350.00 \$350.00	 \$350.00 \$350.00
\$ 31,503.90	121 L.O.S.T.-PROP TAX RELIEF(50%) <div style="border: 1px solid black; padding: 2px; width: fit-content;">FOR: DEPOT RESTORATION VENDOR: LE CONSTRUCTION</div>	001 GENERAL FUND	121 3-6910 121 1110 001 1110 001 3-4830	31,503.90 31,503.90	 31,503.90 31,503.90

REC'D JUN 08 2016

To: The Mayor of Creston and the Creston City Council

From: United Charitable Association

1401 Monroe Ave.

Cromwell, IA 50842

June 1,2016

We, the United Charitable Association, are removing our bid for the Lincoln School. We will not be present at the June 7th meeting.

Thank you,

A handwritten signature in cursive script, appearing to read "Rev. Delores Doench".

Rev. Delores Doench, President

Bid Tabulation
Replace Runway 16/34 VASIs (with PAPIs) and REILs
Creston Municipal Airport - Creston, IA ~ Bid Date: 5/31/2016 11:00 am

Bidder Address Check or Bid Bond	Description	Quantity	Unit	Engineer's Opinion of Probable Construction Cost		Votmer, Inc. Decorah, IA 5% Bid Bond		Kimrey Electric Urbandale, IA 5% Bid Bond	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Safety Plan Compliance Document	1	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
2.	CSPP and SPCD Compliance	1	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
3.	Mobilization	1	LS	\$8,860.00	\$8,860.00	\$14,574.00	\$14,574.00	\$10,000.00	\$10,000.00
4.	#4 AWG, 600V, L-824, Thwn-2 Cable, Installed Conduit or Duct	25,000	LF	\$1.70	\$42,500.00	\$0.72	\$18,000.00	\$0.80	\$20,000.00
5.	#6 AWG, Insulated, Stranded Equipment Ground, 600V, L-824, Thwn-2 Cable	7,000	LF	\$1.70	\$11,900.00	\$0.44	\$3,080.00	\$0.70	\$4,900.00
6.	#6 AWG, Solid Bare Counterpoise Wire, Installed in Trench w/Ground Rod	800	LF	\$1.70	\$1,360.00	\$1.93	\$1,544.00	\$2.00	\$1,600.00
7.	1 Way 2 Inch Schedule 40 PVC Conduit, Including Trench and Backfill	6,400	LF	\$2.25	\$14,400.00	\$3.62	\$23,168.00	\$2.00	\$12,800.00
8.	1 Way 2 Inch Type III-HDPE Conduit, Directional Bored	110	LF	\$15.00	\$1,650.00	\$24.55	\$2,700.50	\$16.00	\$1,760.00
9.	L-867 Electrical Handhole	15	EA	\$700.00	\$10,500.00	\$595.81	\$8,937.15	\$400.00	\$6,000.00
10.	Install LED REIL System	2	EA	\$12,000.00	\$24,000.00	\$10,386.46	\$20,772.92	\$15,000.00	\$30,000.00
11.	Install PAPI System	2	EA	\$16,500.00	\$33,000.00	\$15,843.09	\$31,686.18	\$18,000.00	\$36,000.00
12.	Removal of Existing REIL System	1	LS	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00
13.	Removal of Existing VASI System	1	LS	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$8,000.00	\$8,000.00
14.	Replacement of Existing Obstruction Lighting and Connection to REIL	1	LS	\$4,000.00	\$4,000.00	\$2,943.19	\$2,943.19	\$5,000.00	\$5,000.00
TOTAL BASE BID					\$163,170.00		\$134,205.94		\$143,060.00
1-11	Deduct Install PAPI System	2	EA	(\$16,500.00)	-\$33,000.00	-\$15,843.09	-\$31,686.18	-\$18,000.00	-\$36,000.00
1-15	Add Install LED PAPI System	2	EA	\$21,500.00	\$43,000.00	\$18,222.01	\$36,444.02	\$23,000.00	\$46,000.00
TOTAL ALTERNATE BID 1					\$10,000.00		\$4,757.84		\$10,000.00

*denotes math error corrected by the engineer

PROPOSAL FORM
AIP Project: 3-19-0023-012

TO: City of Creston

The undersigned, in compliance with the request for bids for construction of the following project:

Replace Runway 16/34 VASIs (with PAPIs) and REILs
Creston Municipal Airport

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BASE BID

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Extension
1	Safety Plan Compliance Document	1	LS	\$ 500.00	\$ 500.00
2	CSPP And SPCD Compliance	1	LS	\$ 1,500.00	\$ 1,500.00
3	Mobilization	1	LS	\$ 14,574.00	\$ 14,574.00
4	#4 AWG, 600v, L-824, Thwn-2 Cable, Installed Conduit Or Duct	25,000	LF	\$ 0.72	\$ 18,000.00
5	#6 AWG, Insulated, Stranded Equipment Ground, 600v, L-824, Thwn-2 Cable, Installed in Conduit Or Duct	7,000	LF	\$ 0.44	\$ 3,080.00
6	#6 AWG Solid Bare Counterpoise Wire, Installed In Trench Including Ground Rod And Ground Rod Connectors	800	LF	\$ 1.93	\$ 1,544.00
7	1 Way 2 Inch Schedule 40 PVC Conduit, Including Trench And Backfill	6,400	LF	\$ 3.62	\$ 23,168.00
8	1 Way 2 Inch Type Iii-HDPE Conduit, Directional Bored	110	LF	\$ 24.55	\$ 2,700.50
9	L-867 Electrical Handhole	15	EA	\$ 595.81	\$ 8,937.15
10	Install Led REIL System	2	EA	\$ 10,386.46	\$ 20,772.92
11	Install PAPI System	2	EA	\$ 15,843.09	\$ 31,686.18
12	Removal Of Existing REIL System	1	LS	\$ 2,400.00	\$ 2,400.00
13	Removal Of Existing VASI System	1	LS	\$ 2,400.00	\$ 2,400.00
14	Replacement Of Existing Obstruction Lighting And Connection Of Obstruction Lighting Circuit To REIL Power Circuit	1	LS	\$ 2,943.19	\$ 2,943.19

TOTAL BASE BID (Numeral Format)

\$ 134,205.94

TOTAL BASE BID (Written Format):

One hundred thirty-four thousand, two hundred five and 94/100 Dollars.

BID ALTERNATE 1

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Extension
1-11	Deduct Install PAPI System	2	EA	\$ -15,843.09	\$ -31,686.18
1-15	Add Install LED PAPI System	2	EA	\$ 18,222.01	\$ 36,444.02

TOTAL ALTERNATE 1 (Numeral Format)

\$ 4,757.84

TOTAL ALTERNATE 1 (Written Format):

Four thousand, seven hundred fifty-seven and 84/100 Dollars.

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The undersigned agrees to do any extra work, not covered by the schedule of prices offered herein, which may be ordered by the Engineer, and to accept as full compensation therefore such prices as may be agreed in writing by the Owner and the undersigned in accordance with the General Conditions of the Contract.
- c. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- d. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- e. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- f. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 60 calendar days from the stated date for receipt of bids.
- g. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within ten (10) calendar days of the notice-of-award and furthermore and provide an executed payment, performance and maintenance bond. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- h. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the time period specified in the Notice of Hearing and Letting.
- i. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$250 per Calendar day as a liquidated damage to the OWNER.

- j. The undersigned agrees to reimburse the Owner, by a reduction of the final payment due the Contractor, in an amount equal to the additional charges made for engineering services incurred because of continuance of the work beyond the specified completion date.
- k. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- l. Compliance Reports (41 CFR Part 60-1.7): Within 30 calendar days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER shall submit a bid for the Base Bid and all Alternate Bids. The BIDDER acknowledges that the OWNER may award the contract for the Base Bid or any/all combinations of Alternate Bids, or reject all bids as determined to be in the OWNER's best interests.
- b. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- c. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- d. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- e. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- f. The BIDDER has correlated their observations with that of the project documents.
- g. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- h. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- i. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this

certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. Trade Restriction Certification: (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

e. Buy American Certification: (Title 49 U.S.C. Chapter 501)

As a condition of bid responsiveness, the bidder must how it intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. "Buy America Certification Form" completed, signed and dated.
2. "Buy America Waiver Request" completed, signed and dated if the second box is checked on the "Buy America Certification." Otherwise, attach form and indicate "N.A." on the form.
3. "Component Cost Calculation Table" completed, signed and dated if "Buy America Waiver Request" is completed. Otherwise, attach form and indicate "N.A." on the form.
4. "Buy America Conformance Listing" completed, signed and dated if "Buy America Waiver Request" is completed. Otherwise, attach form and indicate "N.A." on the form

ADDENDA - The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated May 26, 2016 Received May 27, 2016

Addendum Number dated Received

Addendum Number dated Received

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: Voltmer, Inc.

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: Gerad Voltmer, Vice President

Business Address: 1732 Old Stage Road / PO Box 200
Decorah, IA 52101

Telephone Number: 563-382-9214

(CORPORATE SEAL) No Seal

ATTEST:

By: _____
(Authorized Signature)

Name and Title: Sarah Hougen Bookkeeper

IF A JOINT VENTURE: (Attach copy of Joint Venture Agreement)

Joint Venture Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

BUY AMERICAN CERTIFICATION FORM FOR MANUFACTURED PRODUCTS

(Non-building projects such as airfield/roadway construction, equipment acquisition, etc.)

As a matter of bid responsiveness, the Bidder or Offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or Offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- The Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or Offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or Offeror with the apparent low bid agrees:

- To submit to the Owner within 7 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 27, 2016

Date

Voltmer, Inc.

Company Name



Signature Gerard Voltmer

Vice President

Title

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports publishes national waivers for equipment and products that meet Buy American requirements under 49 USC 50101. Nationwide waivers are published at:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

Section 50101(b)(1) & (b)(2) Waivers:

The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
 - 5 Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - 6 Individual bid items as established within FAA Advisory Circular 150/5370-10.
 - 7 A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - 8 Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. North America Free Trade Act (NAFTA); Free Trade Agreements such as NAFTA do not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls. Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the National Buy American conformance list.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

Buy America Waiver Request
 Title 49 U.S.C Section 50101 (b)(3)
For Airfield Development Projects funded under the
Airport Improvement Program

COMPONENT COST CALCULATION TABLE (Type 3 Waiver)

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/procurement/federal_contract_provisions/media/buy_american_waiver.xls.
- The component breakout shall be along major components of the equipment. Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.

Equipment Type: _____

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: _____
 Sum of all Equipment Components and Subcomponents: _____
 Percentage of Equipment Components Manufactured in the United States: _____
 Place of Final Assembly: _____

Certification Signature

Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified above. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States.

I hereby certify the above information is accurate and complete.

Volmer, Inc. _____ May 27, 2016 _____
 Bidder's Firm Name Date

Signature Gerad Voltmer, Vice President

FORM OF BID BOND
AIP 3-19-0023-012

Know All Men By These Present, that we Voltmer, Inc.
as Principal, and Employers Mutual Casualty Company as Surety, are held and firmly bound unto
the City of Creston, Iowa, hereinafter called the *Owner*, in the penal sum of _____
Five Percent of Amount of Bid Dollars (\$ 5%), lawful money of the
United States for the payment of which sum will and truly be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these present. The condition of
this obligation is such that whereas the Principal has submitted the accompanying Bid, dated
May 31, 2016, for Replace Runway 16/34 VASIs (with PAPIs) and REILs.

Now Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form specified and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the Contract and provide the bond as provided in the specification or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In Witness Whereof, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers this 24th day of May, A.D., 2016.

<u><i>Donna Hogen</i></u> Witness	<u>Voltmer, Inc.</u> (Seal) Principal
	BY <u><i>[Signature]</i></u> Vice-President (Title) <u>Employers Mutual Casualty Company</u> (Seal) Surety
<u><i>Stacy Venn</i></u> Witness	BY <u><i>[Signature]</i></u> Dione R. Young (Attorney-in-Fact)



P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, LACEY GRAMBLIT, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of January, 2016.

Seals



Bruce G. Kelley

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel

Michael Freel Assistant Secretary

On this 22nd day of June, AD 2010 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires November 1, 2017.

Patricia A. Wright
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of June, 2010, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of May, 2016

J D Clough

Vice President

PROJECT COST BREAKDOWN
 Replace Runway 16/34 VASIs (with PAPIs) and REILS
 CRESTON MUNICIPAL AIRPORT
 AIP NO. 3-19-0023-012-2016

	Estimated	Total
1 Administrative expense		\$4,206.22
4 Architectural Engineering Basic Fees		
Preliminary Design	\$10,098.00	
Final Design	\$3,534.00	
Bid Letting	\$2,329.00	
Distribution of Plans and Specifications	\$1,410.00	\$17,371.00
5 Other Architectural Engineering Fees		
DBE Plan and Reports	\$1,164.00	
Grant Administration	\$3,406.00	
Contract Administration	\$7,793.00	
Construction Staking	\$1,439.00	
As-Built ALP	\$363.00	\$14,165.00
6 Project Inspection Fees		
Construction Observation	\$4,210.00	
Construction Observation Fixed Fee	\$519.00	
Construction Testing	\$230.00	
Construction Testing - Fixed Fee	\$35.00	
Construction Testing - Sub Consultant	\$300.00	\$5,294.00
11 Construction and Project Improvements Cost		
Voltmer, Inc, Base bid	\$134,205.94	
Voltmer, Inc, Alternate 1	\$4,757.84	\$138,963.78
13 Miscellaneous - Flight Check	\$15,000.00	\$15,000.00
14 Total Project		\$195,000.00
18 Net Project Total		\$195,000.00
19 Federal Share to Date		
90% of line p.		\$175,500.00
20 Grantee Share		\$19,500.00

Application for Federal Assistance SF-424	
1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:	4. Application Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: 3-19-0023-012-2016
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
* a. Legal Name: City of Creston, Iowa	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6004446	*c. Organizational DUNS: 013537022
d. Address:	
* Street1: 116 W Adams Street 2: PO Box 449 * City: Creston County: * State: IA Province: Country: *Zip/ Postal Code: 50801	
e. Organizational Unit:	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr. Middle Name: * Last Name: Taylor Suffix:	First Name: Mike
Title: City Administrator	
Organizational Affiliation:	
* Telephone Number: (641) 782-2000	Fax Number: (641) 782-6377
* Email: mike@crestoniowa.org	

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Creston, Union County, Iowa

* 15. Descriptive Title of Applicant's Project:

Replace REILs and VASIs

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: IA-3

*b. Program/Project: IA-3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2016

*b. End Date: 06/30/2017

18. Estimated Funding (\$):

*a. Federal	_____	175,500.00
*b. Applicant	_____	19,500.00
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	195,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Gary

Middle Name:

*Last Name: Lybarger

Suffix:

*Title: Mayor

*Telephone Number: (641) 782-2000

Fax Number: (641) 782-6377

* Email: mayorlybarger@crestoniowa.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Fee and easement property is owned by the airport and depicted on the current Airport Layout Plan on file with the FAA. Creston and Union County currently have Airport Tall Structure Zoning Ordinances.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The city is not in default on any obligations to an agency of the United States Government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor is not aware of any factors or circumstances that may create a disability to the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The airport does not have any exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Sponsor maintains fee simple property interest in Parcels 1, 3, 5 and 11 as depicted on the current Exhibit A Property Map dated November 29, 2012, prepared under AIP Grant No. 3-19-0023-005 and is incorporated herein by reference.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.100006
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 4,206
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			17,371
5. Other Architectural engineering fees			14,165
6. Project inspection fees			5,294
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			138,964
12. Equipment			
13. Miscellaneous			15,000
14. Subtotal (Lines 1 through 13)			\$ 195,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			195,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 195,000
19. Federal Share requested of Line 18			175,500
20. Grantee share			19,500
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 195,000

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share - Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	19,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 19,500
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 19,500

SECTION E - REMARKS (Attach sheets if additional space is required)
<p>The following items are incorporated by reference: Plans and Specifications dated: May 9, 2016 Exhibit "A" dated: November 29, 2012</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: AIP 3-19-0023-012-2016

AIRPORT: Creston Municipal Airport

1. Objective:

This project will provide for the replacement of the VASIs and REILs for both ends of the airport's primary runway. The current VASIs and REILs are more than 15 years old and are beyond the useful life, making it difficult to obtain replacement parts and to maintain. The current VASIs will be replaced with PAPIs.

2. Benefits Anticipated:

The PAPIs will provide additional benefits of newer technology than the VASIs. This project will provide an approach system that will be able to consistently add to the safety for pilots landing at the airport.

3. Approach: (See approved Scope of Work in Final Application)

Detailed drawings and project manual describing the proposed improvements have been developed by Clapsaddle-Garber Associates in consultation with the Owner and the FAA. Competitive bids were solicited through a public bid process. Award of a construction contract to the lowest responsible bidder subject to approval of an FAA agent was made. Installation will begin within two months of a signed grant and the project is anticipated to be completed by November.

Owner: City of Creston
Prime Consultant: Clapsaddle-Garber Associates, Inc.
Contractor: Voltmer, Inc

4. Geographic Location:

The Creston Municipal Airport is located three miles South of the City of Creston in Union County, Iowa.

5. If Applicable, Provide Additional Information:

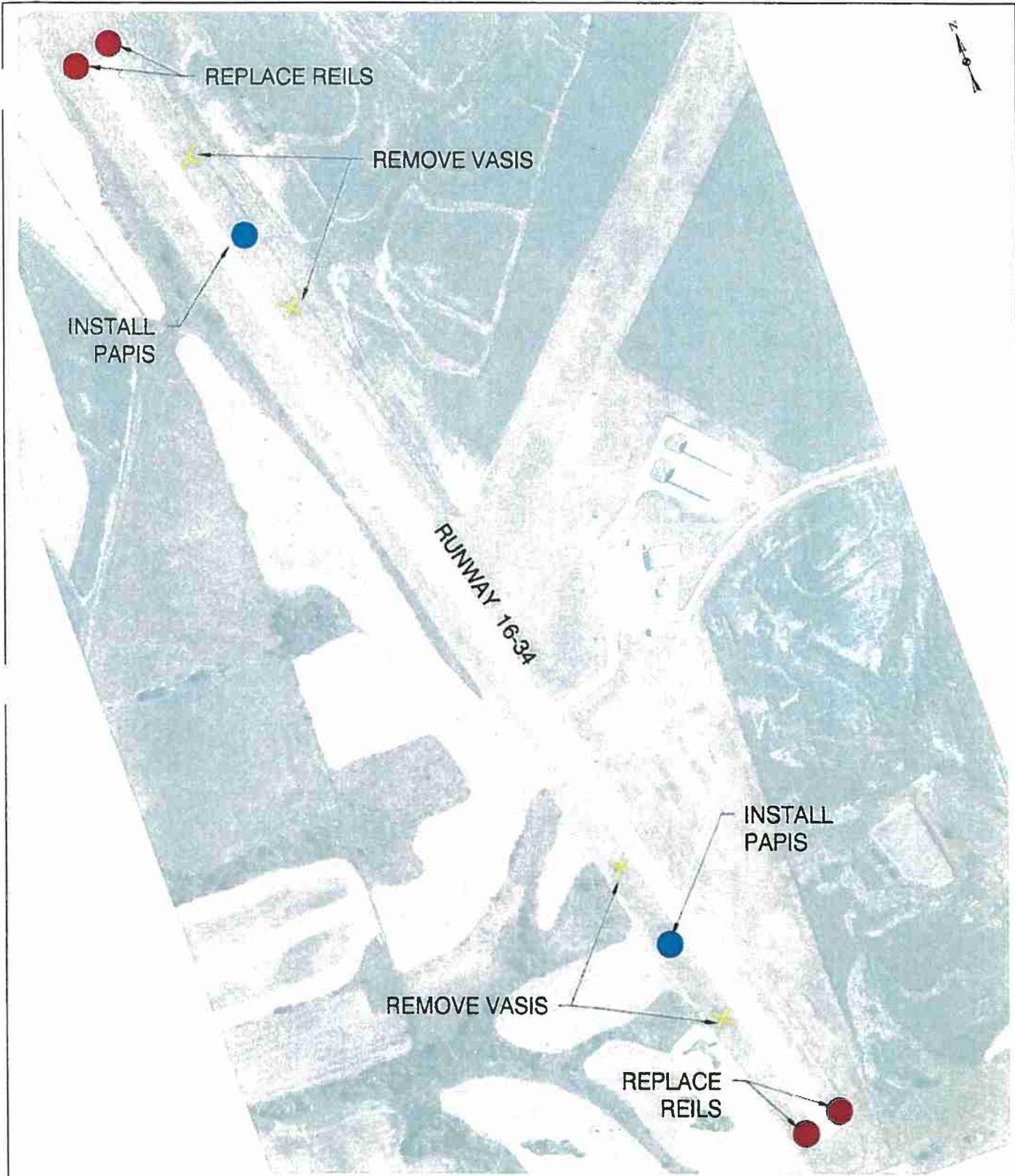
None

6. Sponsor's Representative: (include address & telephone number)

Mike Taylor, City Administrator
PO Box 449; 116 W Adams
Creston, Iowa 50801 Telephone: (641) 782-2000

PROJECT COST BREAKDOWN
Replace Runway 16/34 VASIs (with PAPIs) and REILS
CRESTON MUNICIPAL AIRPORT
AIP NO. 3-19-0023-012-2016

	Estimated	Total
1 Administrative expense		\$4,206.22
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Final Design	\$3,534.00	
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13 Miscellaneous - Flight Check	\$15,000.00	\$15,000.00
14 Total Project		\$195,000.00
18 Net Project Total		\$195,000.00
19 Federal Share to Date		
90% of line p.		\$175,500.00
20 Grantee Share		\$19,500.00



AIP GRANT APPLICATION-PROJECT SKETCH

AIP 3-19-0023-012-2016



Clapsaddle-Garber Associates, Inc
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

CRESTON MUNICIPAL AIRPORT

CRESTON, IOWA

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Creston, Iowa
Airport: Creston Municipal Airport
Project Number: 3-19-0023-012-2016
Description of Work: Replace Runway 16/34 VASIs (with PAPIs) and REILs

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

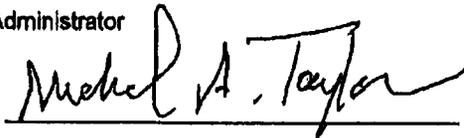
Executed on this 25th day of May, 2016.

Name of Sponsor: City of Creston

Name of Sponsor's Authorized Official: Mike Taylor

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: City of Creston, Iowa
Airport: Creston Municipal Airport
Project Number: 3-19-0023-012-2016
Description of Work: Replace Runway 16/34 VASIs (with PAPIs) and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Creston Municipal Airport
Address: 1945 S Cherry Road, Creston, Iowa 50801

Location 2 (if applicable)

Name of Location: City Hall
Address: 116 W Adams, Creston, Iowa 50801

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of May, 2016.

Name of Sponsor: City of Creston, Iowa

Name of Sponsor's Authorized Official: Mike Taylor

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: Michael A. Taylor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Creston, Iowa
Airport: Creston Municipal Airport
Project Number: 3-19-0023-012
Description of Work: Replace Runway 16/34 VASIs (with PAPIs) and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 22 day of March, 2016

Name of Sponsor: City of Creston, Iowa

Name of Sponsor's Authorized Official: Mike Taylor

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Creston, Iowa
Airport: Creston Municipal Airport
Project Number: 3-19-0023-012
Description of Work: Replace Runway 16/34 VASIs (with PAPIs) and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A
 - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of March, 2016

Name of Sponsor: City of Creston, Iowa

Name of Sponsor's Authorized Official: Mike Taylor

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Creston, Iowa
Airport: Creston Municipal Airport
Project Number: 3-19-0023-012-2016
Description of Work: Replace Runway 16/34 VASIs (with PAPIs) and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
 Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of May, 2016.

Name of Sponsor: City of Creston, Iowa

Name of Sponsor's Authorized Official: Mike Taylor

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: Michael A Taylor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Creston, Iowa
Airport: Creston Municipal Airport
Project Number: 3-19-0023-012-2016
Description of Work: Replace Runway 16/34 VASIs (with PAPIs) and REILs

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A
11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.
 Yes No N/A
12. For development projects, sponsor has taken or will take the following close-out actions:
- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
 - b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
 - c) Prepare and retain as-built plans (Order 5100.38).
- Yes No N/A
13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).
 Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of May, 2016.

Name of Sponsor: City of Creston, Iowa

Name of Sponsor's Authorized Official: Mike Taylor

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF CRESTON, IOWA
CRESTON, IA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Creston, Iowa** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA/Flight Inspection Services, and **City of Creston, Iowa**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a **commissioning flight inspection of the PAPIs and REILs on Rwy 16 & 34 at Creston Municipal Airport (KCSQ) Creston, IA**. This Agreement provides funding for the FAA to establish these services.

Therefore, this project is titled:

City of Creston, Iowa, Creston, IA

- B. The FAA will perform a **commissioning flight inspection of the PAPIs and REILs on Rwy 16 & 34 at Creston Municipal Airport (KCSQ) Creston, IA.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact James Field at 405-954-9318 or james.d.field@faa.gov and inform him when the site is ready for inspection. You may call Flight Inspection Central Operations if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant Yes No. If Yes, the grant date is: TBD and the grant number is: 3-19-0032-012-2016. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. Flight Inspection Services will perform the Scope of Work included in this Agreement. Jim Wilson is the Manager, Mission Control Team, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9789. The Flight Inspection Services Agreement Coordinator, Kadi Barrett, can be reached at 405-954-7568. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer.

B. Sponsor Point(s) of Contact

Sponsor: City of Creston, Iowa
Attention: Michael Taylor
Address: PO Box 449
Creston, IA 50801
Phone: 641-782-2000 ext 4
E-mail: mike@crestoniowa.org

ARTICLE 5. Non interference with operations: [RESERVED]

ARTICLE 6. Transfer Agreement [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$ 12,809.50
Non-Labor Overhead (7%)	\$896.67
Total Non-Labor	\$ 13,706.17
TOTAL ESTIMATED COST	\$13,706.17

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Beech Rate \$2,329/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPIs and REILs on Rwy 16 & 34 (KCSQ)	Commissioning	5.5	1	\$ 12,809.50
	7% Administrative Overhead			\$896.67
	Total Estimated Cost of Agreement			\$ 13,706.17

- B. The FAA- Flight Inspection Services reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to the most current edition of FAA Order 2500.36, Application of Flight Hour Rates. The estimates are based on rates in effect at the time this Agreement is signed.
- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the customer will reflect actual hours and costs to Flight Inspection Services.
- D. **Sponsor** will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.

- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send the Agreement to the FAA Agreement Coordinator for FAA signature and advance payment to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center
ATTN: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City OK 73125

The overnight mailing, address is:
DOT/FAA/Mike Monroney Aeronautical Center
AMK-323 Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City OK 73169
Telephone: (405) 954-7849

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Sponsor: City of Creston, Iowa
Attention: Michael Taylor
Address: PO Box 449
Creston, IA 50801
Phone: 641-782-2000 ext 4
E-mail: mike@crestoniowa.org

- D. Pre-payment notices will be sent to the Sponsor on an annual basis.
- E. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Intellectual Property

Data developed as part of FAA operations is public information subject to the Freedom of Information Act (FOIA) and the Privacy Act.

ARTICLE 22 Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications

thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF CRESTON, IOWA

SIGNATURE _____
NAME Monica L. Price
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Gary Lybarger
TITLE Mayor
DATE _____

SIGNATURE _____
NAME Michael Taylor
TITLE City Administrator
DATE _____

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: May 17, 2016 Contract ID: 88-1710-610 Bid Order No.: 014
County: UNION Project Engineer: CITY OF CRESTON
Cost Center: 849300 Object Code: 890 DBE Commitment: \$47,100.00
Contract Work Type: BRIDGE AND APPROACHES - CCS

This agreement made and entered by and between the CITY OF CRESTON CONTRACTING AUTHORITY,
AND
HERBERGER CONSTRUCTION CO., INC. OF INDIANOLA, IA, (HE420), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 05/12/2016.

PROJECT: BRM-1710(610)--8N-88 COUNTY: UNION
WORK TYPE: BRIDGE AND APPROACHES - CCS ACCOUNTING ID: 33499
ROUTE: ADAMS ST LENGTH (MILES): 0
LOCATION: IN THE CITY OF CRESTON, ON W ADAMS ST, OVER MCKINLEY LAKE
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-15001, DS-15019, DS-15035, FHWA-1273.06, GS-15002,
IA16-1.0

Contractor, for and in considerations of \$1,469,169.67 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By _____, _____
Contractor Contractor (if joint venture)

By _____
Contracting Authority Contract Award Date

Iowa DOT Concurrence _____

Letting Date: May 17, 2016 Contract ID: 88-1710-610 Bid Order No.: 014

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
	CONTRACT LATE START DATE 04/17/2017 85 WORKING DAYS	\$1,000.00

CONTRACT NOTES

WORK RESTRICTION

NO WORK SHALL BEGIN PRIOR TO AUGUST 8, 2016.

APPROACH ROADWAY CONSTRUCTION

APPROACH ROADWAY CONSTRUCTION SHALL BE COMPLETED TO A MINIMUM ELEVATION OF 1341.0 PRIOR TO NOVEMBER 15, 2016

CONTRACT SCHEDULE OF PRICES

Vendor No.: HE420 Bid Order No.: 014
 Contract ID No.: 88-1710-610 Letting Date: May 17, 2016
 Primary Work Type: BRIDGE AND APPROACHES - CCS 10:00 A.M.
 Primary County: UNION

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
SECTION 0001 ITEMS FOR A 70'-0 X 32'-0 CONTINUOUS CONCRETE SLAB BRIDGE WITH 10'-0 BIKE PATH						
0010	2101-0850001 CLEARING AND GRUBBING	0.200 ACRE	12,000.00000		2,400.00	
0020	2102-2625000 EMBANKMENT-IN-PLACE	1,065.000 CY	15.40000		16,401.00	
0030	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	3,946.000 CY	15.40000		60,768.40	
0040	2102-2710090 EXCAVATION, CLASS 10, WASTE	874.000 CY	11.01000		9,622.74	
0050	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	410.000 CY	13.25000		5,432.50	
0060	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	1,080.000 CY	11.01000		11,890.80	
0070	2107-3825025 GRANULAR MATERIAL FOR BLANKET AND SUBDRAIN	680.000 CY	40.75000		27,710.00	
0080	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	2,040.000 SY	4.40000		8,976.00	
0090	2115-0100000 MODIFIED SUBBASE	990.000 CY	55.00000		54,450.00	
0100	2121-7425020 GRANULAR SHOULDERS, TYPE B	550.000 TON	27.50000		15,125.00	
0110	2123-7450000 SHOULDER CONSTRUCTION, EARTH	22.300 STA	800.00000		17,840.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: HE420 Bid Order No.: 014
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 Primary Work Type: BRIDGE AND APPROACHES - CCS 10:00 A.M.
 Primary County: UNION

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0120	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	 238.900 SY	 160.00000		 38,224.00	
0130	2301-0690210 BRIDGE APPROACH, TWO LANE	 222.800 SY	 165.00000		 36,762.00	
0140	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	 3,166.000 SY	 71.50000		 226,369.00	
0150	2315-8275025 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	 52.000 TON	 27.50000		 1,430.00	
0160	2401-6745625 REMOVAL OF EXISTING BRIDGE	 LUMP	 LUMP		 29,000.00	
0170	2402-2720000 EXCAVATION, CLASS 20	 208.000 CY	 50.00000		 10,400.00	
0180	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	 113.000 CY	 8.81000		 995.53	
0190	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	 229.600 CY	 825.00000		 189,420.00	
0200	2403-7303000 STRUCTURAL CONCRETE COATING	 166.000 SY	 115.00000		 19,090.00	
0210	2404-7775005 REINFORCING STEEL, EPOXY COATED	 55,702.000 LB	 1.10000		 61,272.20	
0220	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	 174.900 LF	 150.00000		 26,235.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: HE420 Bid Order No.: 014
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 Primary Work Type: BRIDGE AND APPROACHES - CCS 10:00 A.M.
 Primary County: UNION

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0230	2414-6445100 STRUCTURAL STEEL PEDESTRIAN HAND RAILING 10 IN. HEIGHT	103.600 LF	100.00000		10,360.00	
0240	2414-6445100 STRUCTURAL STEEL PEDESTRIAN HAND RAILING 4 FT. 6 IN. HEIGHT	76.000 LF	225.00000		17,100.00	
0250	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	1.000 EACH	3,725.00000		3,725.00	
0260	2416-1240018 CULVERT, 3000D CONCRETE ROADWAY PIPE, 18 IN. DIA.	90.000 LF	55.00000		4,950.00	
0270	2417-1007000 CORRUGATED PIPE CULVERT, 12 IN. DIA.	46.000 LF	64.00000		2,944.00	
0280	2435-0140200 MANHOLE, STORM SEWER, SW-402	2.000 EACH	6,600.00000		13,200.00	
0290	2435-0250700 INTAKE, SW-507	1.000 EACH	3,800.00000		3,800.00	
0300	2435-0250900 INTAKE, SW-509	1.000 EACH	6,800.00000		6,800.00	
0310	2501-0201042 PILES, STEEL, HP 10 X 42	2,210.000 LF	45.00000		99,450.00	
0320	2501-5475042 CONCRETE ENCASEMENT OF STEEL H PILES, HP 10 X 42 (P10A TYPE 3)	180.000 LF	120.00000		21,600.00	
0330	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	1,163.000 LF	25.00000		29,075.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: HE420 Bid Order No.: 014
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 Primary Work Type: BRIDGE AND APPROACHES - CCS 10:00 A.M.
 Primary County: UNION

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0340	2502-8221304 SUBDRAIN OUTLET, DR-304	5.000 EACH	220.00000		1,100.00	
0350	2503-0110018 STORM SEWER GRAVITY MAIN, TRENCHED, 18 IN.	441.000 LF	105.00000		46,305.00	
0360	2503-0110024 STORM SEWER GRAVITY MAIN, TRENCHED, 24 IN.	118.000 LF	120.00000		14,160.00	
0370	2503-0110036 STORM SEWER GRAVITY MAIN, TRENCHED, 36 IN.	168.000 LF	170.00000		28,560.00	
0380	2503-0200341 STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	80.000 LF	125.00000		10,000.00	
0390	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	58.000 SY	55.00000		3,190.00	
0400	2507-3250005 ENGINEERING FABRIC	1,100.000 SY	3.85000		4,235.00	
0410	2507-6800061 REVETMENT, CLASS E	725.000 TON	58.00000		42,050.00	
0420	2510-6745850 REMOVAL OF PAVEMENT	4,129.000 SY	10.00000		41,290.00	
0430	2515-2475006 DRIVEWAY, P. C. CONCRETE, 6 IN.	138.000 SY	60.00000		8,280.00	
0440	2515-6745600 REMOVAL OF PAVED DRIVEWAY	112.000 SY	7.00000		784.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: HE420 Bid Order No.: 014
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 Primary Work Type: BRIDGE AND APPROACHES - CCS 10:00 A.M.
 Primary County: UNION

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0450	2518-6910000 SAFETY CLOSURE	7.000 EACH	150.00000		1,050.00	
0460	2523-0000100 LIGHTING POLES	2.000 EACH	4,300.00000		8,600.00	
0470	2523-0000200 ELECTRICAL CIRCUITS	615.000 LF	22.00000		13,530.00	
0480	2523-0000310 HANDHOLES AND JUNCTION BOXES	3.000 EACH	1,650.00000		4,950.00	
0490	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	3.000 EACH	165.00000		495.00	
0500	2524-9100030 OBJECT MARKER, TYPE 3	4.000 EACH	275.00000		1,100.00	
0510	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	128.000 LF	16.50000		2,112.00	
0520	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	52.000 SF	28.00000		1,456.00	
0530	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		25,000.00	
0540	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		6,500.00	
0550	2533-4980005 MOBILIZATION	LUMP	LUMP		90,000.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: HE420 Bid Order No.: 014
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 Primary Work Type: BRIDGE AND APPROACHES - CCS 10:00 A.M.
 Primary County: UNION

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount		
			Dollars	Cts	Dollars	Cts	
0560	2601-2634100 MULCHING ACRE	2.000	700.00000		1,400.00		
0570	2601-2636044 SEEDING AND FERTILIZING (URBAN) ACRE	2.000	3,000.00000		6,000.00		
0580	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN) ACRE	2.000	3,000.00000		6,000.00		
0590	2602-0000020 SILT FENCE LF	1,300.000	3.25000		4,225.00		
0600	2602-0000030 SILT FENCE FOR DITCH CHECKS LF	195.000	5.00000		975.00		
0610	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK LF	1,495.000	0.20000		299.00		
0620	2602-0000212 FLOATING SILT CURTAIN (HANGING) LF	200.000	29.50000		5,900.00		
0630	2602-0000240 MAINTENANCE OF FLOATING SILT CURTAIN LF	200.000	13.00000		2,600.00		
0640	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. LF	773.000	3.50000		2,705.50		
0650	2602-0010010 MOBILIZATIONS, EROSION CONTROL EACH	1.000	500.00000		500.00		
0660	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL EACH	1.000	1,000.00000		1,000.00		
TOTAL BID						1,469,169.67	

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a):

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty Items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions; if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ITEMS TO INCLUDE ON AGENDA

CITY OF CRESTON, IOWA

\$855,000 General Obligation Refunding Capital Loan Notes, Series 2016A

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 7, 2016

The City Council of the City of Creston, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$855,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$855,000 GENERAL OBLIGATION REFUNDING
CAPITAL LOAN NOTES, SERIES 2016A, AND APPROVING
ELECTRONIC BIDDING PROCEDURES AND OFFICIAL
STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2010 dated July 22, 2010, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of \$855,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, Independent Public Advisors, and Disclosure Counsel, Ahlers & Cooney, P.C., the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Refunding Capital Loan Notes, Series 2016A, of City of Creston, State of Iowa, in the amount of \$855,000, to be issued as referred to in the preamble of this Resolution, to be dated August 1, 2016, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Notes at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Creston News-Advertiser", a legal newspaper, printed wholly in the English language, published within the county in which the Notes are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 21st day of June, 2016, at 6:00 P.M., will hold a meeting to receive and act upon bids for said Notes, which bids were previously received and opened by City Officials at 11:00 A.M. on said date. The notice shall be in substantially the following form:

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of General Obligation Refunding Capital Loan Notes, Series 2016A, and Taxable General Obligation Urban Renewal Bonds, Series 2016B, of the City of Creston, State of Iowa, will be received at the office of the City Administrator, City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449; Telephone 641-782-2000 (the "Issuer") at 11:00 o'clock A.M., on the 21st day of June, 2016. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The bonds to be offered are the following:

GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A, in the amount of \$855,000*, to be dated August 1, 2016

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B, in the amount of \$1,090,000*, to be dated August 1, 2016

(2016A and 2016B collectively, the "Bonds")

*Subject to principal adjustment pursuant to Official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- **Sealed Bidding:** Sealed bids may be submitted and will be received at the office of the City Administrator at City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449.
- **Electronic Internet Bidding:** Electronic internet bids will be received at the office of the City Administrator at City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449. The bids must be submitted through the PARITY® competitive bidding system.
- **Electronic Facsimile Bidding:** Electronic facsimile bids will be received at the office of the City Administrator at City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449 (facsimile number: 641-782-6377) or at the office of the Municipal Advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd., Ste. 300 #114, Johnston, Iowa, 50131 (facsimile number: 515-259-8193). Electronic facsimile bids will be sealed and treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 116 West Adams, Creston, Iowa at a meeting of the City Council on the above date at 6:00 o'clock P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449; Telephone 641-782-2000 or the Issuer's Municipal Advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd., Ste. 300 #114, Johnston, Iowa, 50131, Telephone: 515-259-8193.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Creston, State of Iowa.

City Clerk, City of Creston, State of Iowa

(End of Notice)

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF UNION

)

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF UNION)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Creston, in the County of Union, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(\$855,000 General Obligation Refunding Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Creston News-Advertiser", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2016.

WITNESS my official signature this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF CRESTON, IOWA

\$1,090,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B.

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 7, 2016

The City Council of the City of Creston, State of Iowa, met in _____ session,
in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at _____ o'clock
_____.M., on the above date. There were present Mayor _____, in the chair, and the
following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$1,090,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B, APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$1,090,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B, APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the South Cottonwood Residential Urban Renewal Area, including funding a development agreement with Sonntag Development LLC, an essential corporate purpose project, and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Bonds for such purpose to the amount of not to exceed \$1,300,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25 and 403.12 this Council has held a public meeting and hearing on June 16, 2015, upon the proposal to institute proceedings for the issuance of not to exceed \$1,300,000 Taxable General Obligation Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of the \$1,090,000 Bonds, and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, in conjunction with its Municipal Advisor, Independent Public Advisors, LLC, and Disclosure Counsel, Ahlers & Cooney, P.C., the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Bonds;

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond/disclosure counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 3. That the Clerk is hereby directed to publish notice of sale of said bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in "Creston News-Advertiser", a legal newspaper, printed wholly in the English language, published within the county in which the bonds are to be offered for sale or an adjacent county. Said notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 21st day of June, 2016, at 6:00 o'clock P.M., will hold a meeting to act upon bids for said bonds, which bids were previously received and opened by City Officials at 11:00 o'clock A.M. on said date. The notice shall be in substantially the following form:

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of General Obligation Refunding Capital Loan Notes, Series 2016A, and Taxable General Obligation Urban Renewal Bonds, Series 2016B, of the City of Creston, State of Iowa, will be received at the office of the City Administrator, City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449; Telephone 641-782-2000 (the "Issuer") at 11:00 o'clock A.M., on the 21st day of June, 2016. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The bonds to be offered are the following:

GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A, in the amount of \$855,000*, to be dated August 1, 2016

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B, in the amount of \$1,090,000*, to be dated August 1, 2016

(2016A and 2016B collectively, the "Bonds")

*Subject to principal adjustment pursuant to Official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- **Sealed Bidding:** Sealed bids may be submitted and will be received at the office of the City Administrator at City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449.
- **Electronic Internet Bidding:** Electronic internet bids will be received at the office of the City Administrator at City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449. The bids must be submitted through the PARITY® competitive bidding system.
- **Electronic Facsimile Bidding:** Electronic facsimile bids will be received at the office of the City Administrator at City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449 (facsimile number: 641-782-6377) or at the office of the Municipal Advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd., Ste. 300 #114, Johnston, Iowa, 50131 (facsimile number: 515-259-8193). Electronic facsimile bids will be sealed and treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 116 West Adams, Creston, Iowa at a meeting of the City Council on the above date at 6:00 o'clock P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 116 West Adams, P.O. Box 449, Creston, Iowa 50801-0449; Telephone 641-782-2000 or the Issuer's Municipal Advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd., Ste. 300 #114, Johnston, Iowa, 50131, Telephone: 515-259-8193.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Creston, State of Iowa.

City Clerk, City of Creston, State of Iowa

(End of Notice)

PASSED AND APPROVED this 7th day of June, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF UNION

)

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF UNION)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Creston, in the County of Union, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING

(\$1,090,000* Taxable General Obligation Urban Renewal Bonds, Series 2016B)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Creston News-Advertiser", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2016.

WITNESS my official signature at Creston, Iowa, this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

Larry Elwood Construction, Inc.

Transmittal
No. 052516-A

2401 S. Federal
Mason City, Iowa 50401

Phone - 641.423.3261
Fax - 641.423.0615

Date: 05/25/16

Project: Creston City Hall- Ext. Opng Restoration

TO: City of Creston

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	X Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Proposal	X Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	X As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	X Review & Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples		<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications		<input type="checkbox"/> Returned for Corrections
X Payment Application		<input type="checkbox"/> Bids Due:

SENT VIA:

- X Attached
 Separate Cover Via:

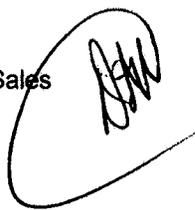
Item No.	Copies	Description
1	3	052516 Payment Application #1

Remarks:

Please make checks payable to Larry Elwood Construction, Inc.

Thank you

Douglas A Munn
VP Commercial Sales



CC: file

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Creston

PROJECT:
Creston City Hall
Exterior Opening Restoration
Creston, Iowa

APPLICATION # 1
PERIOD TO: 05/25/16
PROJECT NOS: 16-011-1022

Distribution to:

FROM CONTRACTOR:
Larry Elwood Construction, Inc.
2401 S Federal Ave
Mason City, Iowa 50401

VIA ARCHITECT:
Walker/Coen/Lorenzen architects, inc.
3706 Ingersoll Avenue
Des Moines, Iowa 50312

CONTRACT DATE: 03/15/16

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract:
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----- \$ 39,014.00
 2. Net change by Change Orders----- \$
 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 39,014.00
 4. TOTAL COMPLETED & STORED TO DATE-\$ 33,162.00
 (Column G on Continuation Sheet)

5. RETAINAGE:
 a. 5.0% of Completed Work \$ 1,658.10
 (Columns D+E on Continuation Sheet)
 b. 5.0% of Stored Material \$
 (Column F on Continuation Sheet)
 Total Retainage (Line 5a + 5b or
 Total in Column 1 of Continuation Sheet----- \$ 1,658.10

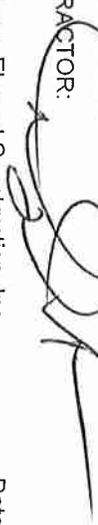
6. TOTAL EARNED LESS RETAINAGE----- \$ 31,503.90
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)----- \$
 8. CURRENT PAYMENT DUE----- \$ 31,503.90
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 7,510.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. ~~That all amounts~~ have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

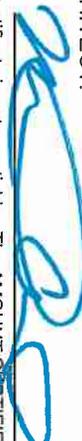
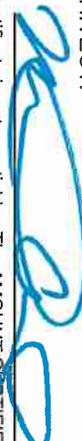
CONTRACTOR: 
 By: Larry Elwood Construction, Inc. Date: 5/26/16

State of: Iowa
 County of: Cerro Gordo
 Subscribed and sworn to before me this 26th day of May, 2016

Notary Public: Rebecca Dibel
 My Commission expires: 11-09-18

CERTIFICATE FOR PAYMENT
 In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$31,503.90
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: 
 By:  Date: 6/2/16
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Creston City Hall

Exterior Opening Restoration

Creston, Iowa

Page 2 of 2 Pages

APPLICATION NUMBER: 1

APPLICATION DATE: 05/25/16

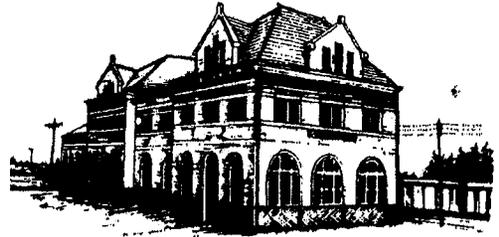
PERIOD TO: 25-May-16

ARCHITECT'S PROJECT NO: 16-011-1022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		% (G/C)			
1	Base Contract								
2	Replacement Trim \$8.40/ft	39,014.00		33,162.00		33,162.00	85%	5,852.00	1,658.10
3	Masonry Repair \$36.00/sft	TBD							
4	Window Sash Replacement \$330.00/sash	TBD							
6									
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SUBTOTALS PAGE 2		39,014.00		33,162.00		33,162.00	85%	5,852.00	1,658.10

City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

June 3, 2016

To: Mayor Lybarger and City Council Members

RE: Amendment to Inflow and Infiltration Policy

From time to time it becomes necessary to review and amend policies. This is true with the Inflow and Infiltration (I&I) policy that was adopted by Council in January of 2013.

The areas of the policy that we would like to amend are identified by striking through the words that are to be removed and the underlined words are to be added or changed from the original wording.

The first changes would be to the time period that was originally established. Since starting this program we have found that it is taking two years per ward rather than the one year. This has been due to weather and time available to do the I&I testing.

On pages 3 & 4 we have added a new section of how the testing is to be done as well as if dye water is found in the sanitary sewer but no footing connection is found at the point where the sanitary enters the house. We have had some I&I tests that show a cross connection, bad joint, broken pipe, etc. that allows the entrance of dye and ground water into the sanitary system making the service noncompliant with the I&I code, but no footing tile connection is found at the point the sanitary sewer enters the house. In most cases we believe that there is a footing tile connection elsewhere, but at an unknown location. We feel that it should not be at the City's expense for the digging and repair needed since the test was positive for I&I.

Please contact me with any questions at 782-2000 ext. 3.

Respectfully,

Kevin Kruse
Public Works Director

INFLOW AND INFILTRATION POLICY

This policy is made effective January 1, 2013 for all properties including those to be listed or sold (closed) after that date except as noted in this policy.

The city recognizes the importance in removal of Inflow and Infiltration (I & I) from the sanitary sewer system. I & I not only causes sewage backups in basements, but also results in a substantial increase in energy needs and rapidly advances the need for repair and maintenance due to increased burden on the system. In addition, there is a reduction in sewer capacity, which shortens the life of the current treatment facility. All of which result in increased cost and financial burden on citizens and businesses of Creston.

I & I is the invasion of water into the system from broken, cracked or mis-aligned mains, leaking manholes or manholes that have water flow over their covers. Other sources of I & I include private (resident and business) services that are cracked or broken and storm water connections from sump pits and roof drains, or other sources into sanitary sewers which are illegal in accordance with Ordinance No. 95.12.

The Mayor and Council therefore adopt the following to abate problems associated with I & I:

1. The City shall perform a study to locate I & I using sewer department staff and other resources. It shall be conducted on an area-by-area basis with anticipated citywide completion in December 30, ~~2018-2022~~. **Efforts should be made to study one area and do as much repair and disconnection as possible before moving to another area. The five-year target for area inspection is: Year 1 – Ward 5, Year 2 – Ward 2, Year 3 – Ward 3, Year 4 – Ward 4, Year 5 – Ward 1. Year 6 will be used for catching-up.**

Replace with:

The 10 year target for area inspections is: Years 1 & 2 – Ward 5, Years 3 & 4 – Ward 2, Years 5 & 6 – Ward 3, Years 7 & 8 – Ward 4, Years 9 & 10 – Ward 1.

2. Public sewers and manholes with I & I shall be repaired using sewer revenue including fees and grants, etc., as designated by the city council.

ACCESS TO PRIVATE SERVICE ref. Ord. 95.43 Right of Entry

Private sources of I & I are the responsibility of property owners and shall be repaired or removed in the following manner:

Should the property owner deny access to the property for I & I Testing and/or Inspection, the City of Creston will consider the property non-compliant with The City of Creston I & I Program. A letter notifying the owner of non-compliance will be sent and the property owner will be given 60 days to respond or a \$30.00 per monthly fee shall be applied to the utility bill until inspection or testing can confirm compliance. If the owner has failed to allow access after a 120-day period of time, the monthly fee will increase to \$50.00 until

inspection or testing can confirm compliance. After one year (365 calendar days) from notifying the owner of non-compliance, the per month fee will increase to \$100 per month. Fees will be billed via regular US Mail to the recorded owner of the property. Fees not paid will be assessed by the City for such costs, which will be collected in the same manner as general property taxes. In cases where fees have not been paid for at the end of this one-year period, the City may shut down sewer service to the property until all fees are paid and the connection is brought into compliance with Creston Code and Policy.

CONNECTION OR LEAKING SERVICE TO SEWER

Upon written notification (first class mail) of I & I flowing into the sanitary sewer from an illegal connection including sump pumps, the property owner shall have a period of **one year to abate the problem**. Those that perform the proper repairs, either by the owner or a contractor, within one year of notification or less shall be **eligible for 25% reimbursement (not to exceed \$500) for the disconnection costs. Reimbursement eligibility is effective upon passage of this policy by the City Council.** For those property owners who opt not to disconnect illegal connections from the sanitary sewer after the one-year period, a \$50 per month fee shall be applied until the disconnection has been performed, but not to exceed six (6) months. By the end of the six (6) months, the owner shall have completed the disconnection. In cases where fees have not been paid for at the end of this six-month period, the City may shut down sewer service to the property.

Inspection by city staff both prior to and after repairs shall be necessary for a reimbursement. In addition, a billing statement for services performed shall accompany the request for reimbursement. For those owners opting to do the work without the assistance of a commercial contractor, the City shall reimburse 50% of the material costs only. The reimbursement shall not exceed \$500. This policy is effective upon passage by the City Council. All sanitary sewer work performed within the City of Creston shall conform to the Uniform Plumbing Code, most current edition and Code of Ordinance, Chapter 95. All private building sewer improvements not done by the property owner are required to be completed by a licensed contractor.

Policy Note: *This shall supersede Resolution #51, dated November 19, 1996, and signed by Mayor Larry Wynn.*

METHODS OF PAYMENT TO THE CONTRACTOR

1. The homeowner pays the contractor directly.
2. The homeowner requests a Special City Assessment using a form provided by the City of Creston and included with this policy and titled I & I Special Assessment Form.
3. Those property owners who can show undue hardship resulting from these repairs by meeting financial criteria established by the City Council as determined by a SICOG interview, may qualify to have the City pay for repairs of up to \$5,000 with a forgivable

loan. Repairs costing more than \$5,000 may be paid for using one or two of the "Methods of Payment to the Contractor". This program is described in the "I & I Hardship Assistance Program" included with this policy.

ADD THE FOLLOWING TO THE I&I POLICY

I&I TESTING PROCEDURE

1. When city staff tests a building for a possible cross connection for sources of Inflow and Infiltration (I&I) the following shall apply:

The testing will be conducted using city equipment consisting of dye water, pumps, a hollow probe used to inject dye water next the building foundation and sewer main televising equipment. The test shall be conducted in the following manner:

The dye water shall be injected at the foundation wall, preferably on a corner, at a point no closer than 15' from where the building sewer line enters the house, if possible. If the point where the building sewer line enters the building is not known, best judgement should be used. The test result shall be visually inspected either at a clean out in the sanitary sewer line, the downstream manhole or using televising equipment placed in the sewer main at the point that the sanitary sewer line ties to the sewer main. If dye water appears at any of these locations the building is considered to be not in compliance with the I&I ordinance or policy and repairs must be made.

PROPERTIES TESTING POSITIVE WITH THE DYE TEST BUT THEN FINDING NO FOOTING TILE CONNECTION AT THE POINT WHERE THE SANITARY SEWER ENTERS THE BUILDING

1. Should a building test positive for a cross connection, that is dye water showing up in the sanitary sewer when the city staff is injecting dye next to the foundation, but no cross connection is found between the footing tile line and the sanitary sewer at the point where the building sewer enters the building the following shall apply:

The contractor shall remove a section of the sanitary sewer line and then shall cause the sanitary line to be televised, looking for a cross connection elsewhere. The televising equipment shall be supplied by the contractor. The city's inspector must be present during the televising of this line or a video copy shall be made and given to the city inspector for viewing.

If after the televising inspection is complete and still no cross connection is found the City of Creston shall not be held responsible for any costs associated with the digging, replacement costs or the televising of the sewer line. The building will be considered a permitted non-compliant connection.

A cleanout or backwater valve shall be placed in the sanitary sewer line for future use.

ORDINANCE NO. 16-167

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 55, AND ADDING A NEW SECTION 55.06 – PROVISIONS PERTAINING TO LIVESTOCK

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Creston, Iowa, 1996, is amended by adding a new Section in Chapter 50, numbered 50.06, entitled LIVESTOCK, which is hereby adopted to read as follows:

50.06 LIVESTOCK. It is unlawful for a person to keep livestock within the City except by written consent of the Council. However, any nonconforming use in existence at the time of the passage of the ordinance codified in this section, or any future nonconforming use approved by the City, shall be allowed to continue under the following restrictions:

1. The number of head of livestock which a person may legally keep within the City shall be limited to the extent that there is adequate continuous acreage for the size and number of the livestock kept. It is unlawful for any person to keep within the City limits such a number of livestock which would tend to disrupt the peace and good order of the community or which becomes a nuisance due to noise, smell or other undesirable characteristics. Any shelter or enclosure will be maintained in a clean and sanitary condition, free from offensive odors and any fence used for the purpose of confining said livestock shall be of a character to eliminate nuisances or damages to adjoining property.
2. In the event of the sale, gift, conveyance or other transfer, whether by deed, inheritance or any other means, of any property afforded nonconforming use status herein, the right of the subsequent owner to continue such nonconforming use shall be terminated if not exercised within 365 days of the date said subsequent owner takes possession of the property.

3. Animal Control shall investigate complaints and issue citations if needed.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____



Creston Elks Lodge #605
403 West Montgomery Street
Creston, IA

May 17, 2016

To Lisa Williamson:

City Council Agenda:

Lisa could you please place this request on the next City Council meeting.

The Creston Elks would like to ask the city for permission for two temporary street closing. The first closing would be on Sunday night July 3, 2016 from 3:00 p.m. until 2:00 a.m. . This will be for the Elks to hold their annual 4th of July weekend Street Dance.

The second closing would be on Saturday August 13, 2016 from 11:00 a.m. until 2 p.m. We are expecting between 100 to 150 motorcycles to be stopping at the lodge on the Josh Davis Memorial Poker Run.

Thank you,

Creston Elks Lodge
Dave Koets
Exhaled Ruler

Proposed Fall Run “Name TBA”

Sunday, September 25 @ 2pm

Kid’s Run Route: 1.4 miles

Full Run Route: 5K

Run will be sponsored by St Malachy PTO but will be a community wide event that encourages parents and kids to get out and get active together.

Registration is going to be \$15 for kids 10 and under and \$25 for anyone over 10 years old.

Routes

Here is our proposed 5K route.



Here is our kids’ 1.4 mile route that just goes around the lake for the shorty’s that can’t do the full 5K.



5 Color Stations



We would like to have four color stations (where volunteers throw color onto participants) along the run route and the finale station at the finish line. Color stations are indicated with a blue dot on the map below.

Color is made of colored cornstarch and is non-toxic and completely biodegradable comprised of only FDA approved dyes and colorants.

After Party

Following the event we would like to have a after party in the parking lot in front of the city pool with a DJ playing kids music and vendor tables for informative information and family/kid oriented activities or wares. This is also where the final "Color Splash" which is a finish line finale where everyone gets a packet of color (including all the runners) and then throw color on each other. We do not anticipate the after event to last longer than 5pm on the day of the event.

At the end of the run participants will be given a free snack and water.

Our Goals

Our goal for this event is to promote healthy family fitness, create a fun and safe community event, and raise money for St Malachy PTO that goes back to the kids, families and students in our community.

Questions please contact:

Kiki Scarberry

Cell: 641-278-6171

Kiki426@gmail.com

MONTGOMERY STREET



CLOSED

ALLEY TO REMAIN OPEN

City Parking Lot
To be used for overflow motorcycle parking

First Reality Parking

First Reality

Office machines

Porta Potties

Elm's Club

Motorcycle parking only

ELM STREET

Motorcycle parking only

SIR F

Alley open to OAK ST.

Closed

Closed

Beer Garden

BAND

Closed Alley

FORMER BERNING MOTOR INN

Food stands
Picnic tables

~~~~~ = requested closures  
Elm's Club requested street, Alley and parking lot closures for motorcycle rally/show  
June 26, 2009

Closed

Adams STREET