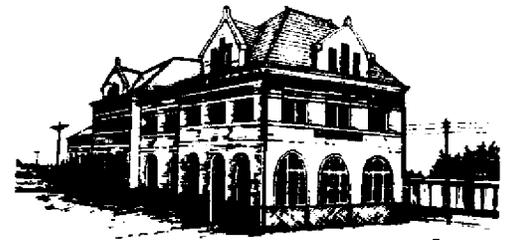


City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Larry Wynn, Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terry Koets
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
May 18, 2010
6:00 p.m.
Last updated: 05/14/2010 3:33 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.*
 - a. Minutes of May 4, 2010 – Regular Meeting
 - b. Claims and Fund Transfers:
 - i. Total Claims - \$998,594.83
 - ii. Fund Transfers - \$786,094.38
6. **Public Forum** – *The Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
 1. Council to discuss traffic control at Elm and Adams Street intersection
 2. Resolution to reappoint Dick Lechtenberger to Board of Adjustments and Nadine Scadden to Cemetery Board
 3. Review and approve proposals for procurement of Technical Services for CDBG #09-HSG-022
 4. Resolution to approve contract with SICOG for procurement of Technical Services for CDBG #09-HSG-022
 5. Consideration of bids for snow removal equipment for airport – Bill Grabe will be present
 6. Resolution to approve plans, specs, form of contract and estimate of cost for snow removal equipment for airport
 7. Resolution of tentative award of Contract subject to FAA concurrence and execution of the grant for snow removal equipment for the Creston Municipal Airport

8. Resolution to authorize the Mayor to sign and submit the FAA Application for funding for acquisition of snow removal equipment for the Creston Municipal Airport
9. Resolution to approve purchase of used double-drum smooth roller for Street Dept.
10. Motion to approve temporary street closing on Summit Street from Birch Street west to the alley on June 12, 2010 from noon – 11 p.m.
11. Closed Session per Iowa Code 21.5(c) and 21.5(j)

8. Other Items

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL MAY 4, 2010

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

Roll call being taken with the following Council members present: Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets.

Wagner moved seconded by Shelton to approve the agenda by deleting Item #8, to Establish First Reading of Ordinance 10-123, and changing date on Item #10 from May 18, 2010, to May 25, 2010. All voted aye. Motion declared carried.

Shelton moved seconded by Wilson to approve the consent agenda, which included approval of minutes of regular meeting on April 20, 2010, claims of \$143,944.04, liquor licenses for A&G, Hy-Vee, Oaks Brew Garden, temporary transfer of Oaks Brew Garden license from 103 N. Oak to 600 McKinley Street on June 19, 2010, and beer/wine licenses for Pizza Hut, and Casey's #2422, #2423 and #2424 stores. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Winborn seconded by Koets to appoint Galen Zumbach and Will Shields to the Civil Service Commission and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Resolution declared passed.

Mayor Woods announced that now was the time for a Public Hearing on the matter of plans, specifications and estimate of cost for acquisition of snow removal equipment for the Creston Municipal Airport. He asked if anyone wished to speak in favor of the equipment; no one did. He asked if there was any written correspondence in favor of the equipment; there was none. He asked if anyone wished to speak against the equipment; no one did. He asked if there was any written correspondence against the equipment; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Shelton seconded by Wilson to purchase banner components using Hotel/Motel Funds and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wilson, Wagner, Koets and Wynn voted aye. Resolution declared passed.

A resolution was offered by Wynn seconded by White to approve proceeding with demolition of the house located at 801 W. Jefferson Street, which includes asbestos testing and removal and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve a contract with Southern Iowa Council of Governments to act as administrator of an IDED CDBG (#09-HSG-022) received by the City of Creston, not to exceed \$20,000 and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Resolution declared passed.

Wagner moved seconded by Wilson to approve a proposal from Southern Iowa Council of Governments for Technical Services for the IDED CDBG (#09-HSG-022). All voted aye. Motion declared carried.

A resolution was offered by Wynn seconded by Winborn to approve a Sub-recipient Agreement with Habitat for Humanity to undertake the CDBG Neighborhood Stabilization Program and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Shelton seconded by Koets to approve a request of \$2,000 from the Hotel/Motel Fund to help cover media costs for the Creston Park & Recreation Board's 4th Annual Party in the Park and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wilson, Wagner, Koets and Wynn voted aye. Resolution declared passed.

A resolution was offered by Wynn seconded by Wilson to set a Public Hearing on May 25, 2010 at 6:00 p.m. for a Budget Amendment and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

Mayor Woods recognized attendees from the Creston High School Government Class.

Under Other Items, Mike Taylor gave Council an update on the Uptown Lighting Project, and reminded everyone that Creston's Mowing Ordinance goes into effect on May 15, 2010.

White moved seconded by Wilson to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:21 P.M.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
POLICE PROTECTION	GENERAL FUND	CRESTON AUTO PARTS INC	1 SET OF DIC PADS-'08	77.69	
		ED ROEHR SAFETY PRODUCTS	BATTERIES FOR TASERS	125.00	
		SUPREME CLEANERS	UNIFORM CLEANINGS-APR'10	118.50	
		TOTAL:		321.19	
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-APR'10	6,469.68	
TOTAL:				6,469.68	
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE	27.94	
		ED M FELD EQUIP CO INC	FIRE BOOTS	238.00	
		FARM & HOME SUPPLY INC	10 BAGS OIL DRY-HAZMAT	59.90	
		FIRE ENGINEERING	2-YEAR SUBSCRIPTION	75.95	
		FIREHOUSE MAGAZINE	2-YEAR SUBSCRIPTION	49.95	
		ALLIANT ENERGY-INT PWR&LGHT	621 CEDAR ST SIREN	28.03	
		LEGEND DATA SYSTEMS, INC	BOARDS-ACCOUNT TAGS	144.00	
		MCI MEGA PREFERRED	LONG DISTANCE	9.49	
		CHAD WILKER	REPLACE MUFFLER	98.00	
		PETTY CASH - FIRE	#1482-TRIM	18.07	
			#1483-PICTURES	5.70	
		TOTAL:			755.03
		BUILDNG & HSNG SAFETY	GENERAL FUND	CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREEN-GARY
TOTAL:				30.00	
ANIMAL CONTROL	GENERAL FUND	WALTERS SIGNS	10 SIGNS-BALL FIELDS	100.00	
TOTAL:				100.00	
RT	GENERAL FUND	CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-APR'10	50.06	
		WASTE MANAGEMENT	DUMPSTER-APR'10	61.96	
		IOWA DEPT OF AGRICLTR & LAND STWRDSHP	RENEWAL FUEL METER LIC	13.50	
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRICITY-AIRPORT	34.00	
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17	
			PASS THRU-04/06/10 & 04/08	66.50	
			MILEAGE REIMBURSEMENT	131.75	
		TOTAL:			1,711.94
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-APR'10	35,965.81	
TOTAL:				35,965.81	
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	16.00	
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-APR'10	8.52	
		WASTE MANAGEMENT	DUMPSTER-APR'10	40.89	
		MCI MEGA PREFERRED	LONG DISTANCE	7.55	
		TOTAL:			72.96
PARKS	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	BLADES & PULLEY	540.32	
			HYDRAULIC LINES	51.65	
			CAP SCREW-OIL	11.79	
			HYDRUALIC OIL-GEAR OIL	243.96	
			FUEL FILTER-OIL	54.60	
			EXTENSION	33.11	
			CAP	34.25	
		BRUCE & DRAPER CONSTRUCTION LLC	REPAIRS @ RAINBOW/SEARS	2,200.00	
		WASTE MANAGEMENT	DUMPSTER-APR'10	38.52	
		PETTY CASH - RECREATION	#1637-TIRE MOUNT	18.00	
		TRUE VALUE HARDWARE & RENTAL	TIRE FOR GANG MOWER	49.99	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,276.19
ATION	GENERAL FUND	BRUCE & DRAPER CONSTRUCTION LLC	PAINT RESTROOMS	1,200.00
			ROOF @ RAINBOW PARK	2,655.00
		WASTE MANAGEMENT	DUMPSTER-APR'10	27.96
		GREEN VALLEY PEST CONTROL	SOIL STERILANT ON INFIELD	500.00
		PRAIRIE SOLID WASTE AGENCY	SLUSHY MACHINE	10.00
			TOTAL:	4,392.96
CEMETERY	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-APR'10	61.96
		CULBERTSON, MARGARET	REFUND LOT #513	103.00
		MCI MEGA PREFERRED	LONG DISTANCE	2.60
			TOTAL:	167.56
SWIMMING POOL	GENERAL FUND	DES MOINES STEEL FENCE CO INC	REPAIR FENCE @ POOL	310.00
		TRUE VALUE HARDWARE & RENTAL	1" COUPLING	4.58
			MISC SUPPLIES	85.56
			BRUSH-CLOTH-COUPLING	18.55
			1" COUPLING	2.29
			TOTAL:	420.98
ECONOMIC DEVELOPMENT	GENERAL FUND	UNION CO PUBLIC FUNDING COUNCIL	2ND 1/2 EC DV CONTRIBUTION	10,000.00
			TOTAL:	10,000.00
FINANCIAL ADMINISTRATN	GENERAL FUND	BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	325.65
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-APR'10	362.47
		HEARTLAND TECHNOLOGY SOLUTIONS	REMOTE LABOR	143.75
			REMOTE LABOR-MAILBOX	28.75
		HOLIDAY INN DES MOINES AIRPORT	2-NIGHT STAY IMFOA CONF	174.72
		ALLIANT ENERGY-INT PWR&LGT	801 W JEFFERSON ST	11.66
		IOWA DEPT OF TRANSPORTATION	RENEWAL FEE-ADVERTISING SI	15.00
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	23.19
			LONG DISTANCE-FAXES	3.87
		MID-IOWA ENVIRONMENTAL	DEMO/ASBESTOS PROPERTIES	13,355.00
		RAY AND ASSOCIATES INC	NEG/CONS SVCS-MAY'10	691.67
			TOTAL:	15,135.73
LEGAL SERVICES	GENERAL FUND	GUARANTY ABSTRACT CO	RECORD TITLE-406 N VINE	115.00
			RECORD TITLE-411 1/2 N WAL	115.00
			RECORD TITLE-507 S MAPLE	115.00
			RECORD TITLE-216 S PINE	145.00
			RECORD TITLE-214 S PINE	200.00
			TOTAL:	690.00
CITY HALL	GENERAL FUND	GREEN VALLEY PEST CONTROL	SPRINKLER START UP SVC	46.25
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-APR'10	246.00
			TOTAL:	292.25
INSURANCE (GENERAL)	GENERAL FUND	QUALITY GLASS COMPANY	FIX WINDOW-96' VOYAGER	210.00
			TOTAL:	210.00
ROAD MAINTENANCE	ROAD USE TAX	AMERICAN CONCRETE PRODUCTS INC	5 YDS CONCRETE	709.50
			6.25 YDS M-4	866.13
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	34.27
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	103.45
		CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREEN-JOH/MAR	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRESTON AUTO PARTS INC	1 CASE EACH SOLVENT-GREAS	58.78
			RETURN SOLVENT	14.34-
		GRIMES ASPHALT & PAVING CORP	15.53 TON COLD PATCH	1,785.95
		INLAND TRUCK PARTS	FRONT SPRINGS-LABOR	2,332.37
		MASTER BURN	INSPECT & CLEAN	170.00
		MCI MEGA PREFERRED	LONG DISTANCE	3.46
		MIDWESTERN CULVERT LTD	40 FT 12" CMP & 1-12" BAN	368.13
		PETTY CASH - MAINTENANCE	#2795-SUPPLIES	6.33
			#2796-PAINT	27.72
			#2797-METAL	10.00
			#2798-FUEL FOR CHAIN SAWS	6.18
			#2799-BOLTS	16.52
		PETZNIK'S	500 TIME CARDS-2 SIDED	95.00
		AGRILAND FS INC	1765 GAL DSL @ 2.301	4,061.27
			1480 GAL UNL @ 2.531	3,745.88
			1220 GAL DSL @ 2.30	2,806.00
			1120 GAL UNL @ 2.531	2,834.72
		SCHILDBERG CONSTRUCTION COMPANY INC	73.87 T CLASS D ROAD ROCK	775.66
			31.75 T CLASS D ROAD ROCK	333.38
		TRANS IOWA EQUIPMENT	MAIN BROOM-GUTTER BROOMS	557.67
			TOTAL:	21,754.03
DEBT SERVICE	DEBT SERVICE	FIRST FEDERAL SAVINGS BANK	INTEREST PMT	2,375.00
		FIRST NATIONAL BANK	PRINCIPAL PMT-LN#114293	47,071.43
			INTEREST PMT-LN#114293	6,353.86
		STATE SAVINGS BANK	PRINCIPAL PMT LN # 33022	18,484.23
			INTEREST PMT LN # 33022	330.59
			TOTAL:	74,615.11
CAPITAL PROJECTS	CAPITAL PROJECTS F	ALLIANT ENERGY-INT PWR&LGH	4 SIREN POLES	2,322.26
			TOTAL:	2,322.26
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	SAXTON, ROGER	REMOVED FOOTING TILE	250.00
		AKIN BUILDING CENTER	SEWER CLEANER RENTAL	22.90
		CENTRAL PLAINS ELECTRIC	SUMP PUMP RPRS-LABOR	20.00
			SUMP PUMP RPRS-FAN RPR	258.41
		CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREEN-KEV/TON	60.00
		CRESTON AUTO PARTS INC	BATTERY FOR SUMP PUMP	64.32
		CRESTON CITY WATER WORKS	1/2 ONE CALLS FEB,MAR,APR'	66.15
		WASTE MANAGEMENT	DUMPSTER-APR'10	75.14
		HACH COMPANY	CHEMICALS	195.68
		HSBC BUSINESS SOLUTIONS	PRESSURE WASHER	704.29
		HYGIENIC LABORATORY	2-NH3'S	36.00
			2-BOD'S	72.00
			2-NH3'S & 2-BODS	108.00
			1-PLANT METAL; 2-NH3'S	152.00
			2-NH3'S	36.00
			2-BOD'S	36.00
		ECHO GROUP INC	BATTERY'S-STROBE LIGHT	166.73
		MCI MEGA PREFERRED	LONG DISTANCE	7.82
		MIDWEST LABORATORIES INC	SOIL SAMPLING	80.40
		NAPA	HYDRAULIC FITTINGS	94.32
		OFFICE DEPOT	2-BOXES CLEAR REPORT COV	30.08
		PETTY CASH - SANITATION	#497258-RESISTOR	4.00
			#497259-FERTILIZER	61.88
			#497260-LINK, V BELT, WIRE	23.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRAIRIE SOLID WASTE AGENCY	.33 TON SOLID WASTE	19.80
		UPS	POSTAGE	35.60
		WALKER PROCESS EQUIPMENT	SPROCKETS-PINS-FREIGHT	<u>467.44</u>
			TOTAL:	3,148.28
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-APR'10	57.56
		CRESTON VET CLINIC PC	EXAM/TREAT PND DOG-JACKIE	317.56
			BOARD CAT	<u>57.35</u>
			TOTAL:	432.47

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

001	GENERAL FUND	80,012.28
110	ROAD USE TAX	21,754.03
200	DEBT SERVICE	74,615.11
301	CAPITAL PROJECTS FUND	2,322.26
610	SEWER OPERATING FUND	3,148.28
953	ANIMAL SHELTER *AGENCY FU	432.47

 GRAND TOTAL: 182,284.43

TOTAL PAGES: 4

CITY OF CRESTON
MANUAL CHECKS/DEBITS -- PERIOD ENDING 05/18/10

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	12,958.25
TOTAL ADMINISTRATIVE SVC	FLEX	906.11
COLLECTION SERVICES		216.46
NO DEPT ENTERED	TOTAL	\$ 14,080.82
RESTRICTED LIBRARY		
H & W SALES	SHELVING UNIT	875.00
RESTRICTED LIBRARY	TOTAL	\$ 875.00
MCKINLEY PARK RESTRICTED		
CITADEL BROADCASTING	COMMERCIALS	2,955.00
FUNNY BONE ENT.	DEPOSIT-ROUND GUY	200.00
STARMER, LINDA	FLOWERS	400.00
MCKINLEY PARK RESTRICTED	TOTAL	\$ 3,555.00
SELF FUNDING INSURANCE		
AMERICAN ADMINIS - CLAIMS (2)	INV CHECK RUN	92,592.81
SELF FUNDING INSURANCE	TOTAL	\$ 92,592.81
GRAND TOTALS		\$111,103.63

THE FOLLOWING DEBITS WILL BE MADE JUNE 1, 2010:

FINANCIAL ADMINISTRATION		
BANKERS TRUST	SERVICE FEE #185364361	200.00
	SERVICE FEE #185355567	200.00
IOWA FINANCE AUTH.	SERVICE FEE #CW9407R	161.00
	SERVICE FEE #CW9408R	605.50
	SERVICE FEE #CW9704R	228.50
	SERVICE FEE #C0157R	2,362.50
FINANCIAL ADMINISTRATION	TOTAL	\$ 3,757.50
DEBT SERVICE		
BANKERS TRUST	PRIN/INT DUE 6/1/10 #185364361	238,681.25
	PRIN/INT DUE 6/1/10 #185355567	165,226.25
IOWA FINANCE AUTH.	PRIN/INT DUE 6/1/10 #CW9407R	52,830.00
	PRIN/INT DUE 6/1/10 #CW9408R	147,165.00
	PRIN/INT DUE 6/1/10 #CW9704R	49,855.00
	PRIN/INT DUE 6/1/10 #C0157R	47,691.77
DEBT SERVICE	TOTAL	\$701,449.27

GRAND TOTAL TO BE DEBITED ON 06/01/10 ----- **\$705,206.77**

FUND TRANSFERS FOR PERIOD ENDING:

06/01/10
POSTING DATE

ACTG PER GLJ NO.

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 18,814.82	009 HOTEL-MOTEL TAX	200 DEBT SERVICE	009 6910 009 1110 200 1110 200 4830	18,814.82 18,814.82	 18,814.8 18,814.8
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 PRK BLDG VENDOR: STATE SAVINGS BANK </div>					
\$ 165,226.25	125 TIF-JAMES SBDV (75%)	200 DEBT SERVICE	125 6910 125 1110 200 1110 200 4830	165,226.25 165,226.25	 165,226.2 165,226.2
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - #18535567 VENDOR: BANKERS TRUST </div>					
\$2,375.00	125 TIF-JAMES SBDV (75%)	200 DEBT SERVICE	125 6910 125 1110 200 1110 200 4830	2,375.00 2,375.00	 2,375.0 2,375.0
<div style="border: 1px solid black; padding: 2px;"> FOR: INT DUE 06/01/10 - LAND PURCH VENDOR: FIRST FEDERAL SAVINGS BANK </div>					
\$238,681.25	146 TIF-HWY 34 IMPROVEMENTS	200 DEBT SERVICE	146 6910 146 1110 200 1110 200 4830	238,681.25 238,681.25	 238,681.2 238,681.2
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - #185364361 VENDOR: BANKERS TRUST </div>					
\$53,425.29	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910 611 1110 200 1110 200 4830	\$53,425.29 \$53,425.29	 \$53,425.2 \$53,425.2
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - SWR TRK #114293 VENDOR: FIRST NATIONAL BANK </div>					
\$52,830.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910 611 1110 200 1110 200 4830	52,830.00 52,830.00	 52,830.0 52,830.0
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - #CW9407R VENDOR: IOWA FINANCE AUTHORITY </div>					
\$ 147,165.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910 611 1110 200 1110 200 4830	147,165.00 147,165.00	 147,165.0 147,165.0
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - #CW9408R VENDOR: IOWA FINANCE AUTHORITY </div>					
\$ 49,885.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910 611 1110 200 1110 200 4830	49,885.00 49,885.00	 49,885.0 49,885.0
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - #CW9704R VENDOR: IOWA FINANCE AUTHORITY </div>					
\$ 47,691.77	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910 611 1110 200 1110 200 4830	47,691.77 47,691.77	 47,691.7 47,691.7
<div style="border: 1px solid black; padding: 2px;"> FOR: PRIN/INT DUE 06/01/10 - #C0157R VENDOR: IOWA FINANCE AUTHORITY </div>					
\$ 10,000.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 6910 009 1110 001 1110 001 4830	10,000.00 10,000.00	 10,000.0 10,000.0
<div style="border: 1px solid black; padding: 2px;"> FOR: 2ND 1/2 EC DV CONTRIBUTION VENDOR: UNION CO PUBLIC FUNDING </div>					
\$ 786,094.38 TOTAL - TRANSFERS					

HASH TOTALS: \$1,572,188.76 \$ 1,572,188.76

RESOLUTION NO. 15? – 10

RESOLUTION TO REAPPOINT DICK LECHTENBERGER TO THE BOARD OF ADJUSTMENTS AND NADINE SCADDEN TO THE CEMETERY BOARD OF TRUSTEES:

WHEREAS, Dick Lechtenberger's current term on the Board of Adjustments will expire July 1, 2010, and Nadine Scadden's current term on the Cemetery Board of Trustees will expire June 1, 2010, and;

WHEREAS, at this time, the Mayor has suggested that Dick Lechtenberger be reappointed to the Board of Adjustments, with term expiring July 1, 2013, and;

WHEREAS, at this time, the Mayor has suggested that Nadine Scadden be reappointed to the Cemetery Board of Trustees, with term expiring June 1, 2016, and;

WHEREAS, the Creston City Council has reviewed these requests, suggested appointments, and feels that it would be appropriate.

BE AND IT IS HEREBY RESOLVED that Dick Lechtenberger and Nadine Scadden shall be reappointed to represent the City of Creston on the Board of Adjustments and Cemetery Board of Trustees, respectively.

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

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

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

SICOG Contract Number: CDBG-09-HSG-026-SICOG 402/403

**AGREEMENT BETWEEN
CRESTON, IOWA
AND
SOUTHERN IOWA COUNCIL OF GOVERNMENTS
FOR
TECHNICAL/LEAD SERVICES**

This is AN AGREEMENT made as of the 18th day of May, 2010 by and between the City of Creston, hereinafter called the "Grantee", and Southern Iowa Council of Governments, hereinafter called the "Provider".

Provider intends to provide comprehensive Technical/Lead management services for the Grantee's Community Development Block Grant - **Housing Fund (Proj. # 09-HSG-022)** funded under the *Iowa Department of Economic Development's Community Development Block Grant Program*, hereinafter called the "project". Grantee and Provider in consideration of mutual covenants herein agree in respect of the performance of professional technical/lead services by the Provider and the payment for those services by Grantee, as set forth below.

Provider shall serve as Grantee's professional administration representative in those phases of the project to which this agreement applies, and will give consultation and advice to Grantee during the performance of their services.

SECTION I - TERMS AND CONDITIONS

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs Southern Iowa Council of Governments to perform all technical/lead services associated with the Project, subject to the terms and conditions stated below.

SECTION II - PERSONNEL

2.1 The Provider represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

SECTION III - SCOPE OF SERVICES

3.1 The contractor shall perform all mutually agreed upon and necessary services required to carry out grant Technical/Lead Services as set forth in the following Scope of Services.

- a) Prepare application materials, process individual applications, and verify income and all other eligibility criteria for each applicant according to the Iowa Department of Economic Development's 2009 Housing Management Guide.
- b) Perform initial inspections to determine what work items are needed to comply with HUD Lead Based Paint Standards and Iowa Minimum Housing Rehabilitation Standards.
- c) Prepare work specifications and descriptions for public bidding that are within the program budgetary limits.
- d) Prepare and post as legal notice the Notice to Bid in the local newspaper. Notify the MBE & WBE as listed in the IDED Housing Management Guide.
- e) Conduct pre-bid meeting and issue any addendums.

- f) Mail out public bid materials to interested contractors and plan rooms. Identify the lead based paint and rehabilitation items for the specifications.
- g) Prepare line item cost estimates.
- h) Prepare any necessary change orders, including cost estimates for the changes.
- i) Prepare construction contracts and obtain necessary signatures.
- j) Perform ongoing quality control inspections during the construction and write notes in journal.
- k) Ensure that the contractor provides quality work and that the homeowner is pleased with the outcome.
- l) Receive necessary lien waivers and ensure that they are accurate.
- m) Provide lead based paint notices to homeowners.
- n) Work with the homeowners on meeting the lead based paint requirements.
- o) Ensure that the contractor complies with lead based paint Safe Work Practices.
- p) Perform lead based paint clearance testing and provide certified lab results.
- q) Prepare contractor and subcontractor Iowa Department of Economic Development eligibility forms.
- r) Perform Section 106 Clearance process with State Historical Society of Iowa. Ensure that work fully complies with these expectations.
- s) Schedule and attend housing committee meetings. Prepare record of meeting results.
- t) Provide information on expenditures by unit for IDED quarterly reports.
- u) Manage dispute resolution as identified in City's Administrative Plan.
- v) Prepare, execute, and file mortgages on the properties.
- w) Retain all records for at least 5 years following project completion.
- x) Communicate with City and IDED grant administrator about the status of the projects.

SECTION IV - BASIC SERVICES

4.1 The Provider's fee for the Technical Services Management services enumerated under subsections 3.1 a-x shall be a lump sum for work performed and shall not exceed **\$20,000.00** for this contract. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.

4.2 Where compensation for basic services is a lump sum, Grantee shall make prompt payment in response to the Provider statement.

4.3 In addition to payments as provided in SECTION IV paragraph 4.2 Grantee shall pay Provider the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed **\$0.00**.

4.4 Lead Based Paint Management Services - The Lead Based Paint Management (Carrying Costs) shall be on an a lump basis and shall not exceed **\$10,000.00** total for this contract. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.

4.5 In addition to payments as provided in SECTION IV paragraph 4.11 Grantee shall pay Provider the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed **\$0.00**.

4.6 As used in this section, the terms "payroll costs" and "reimbursable expenses" will have the meaning assigned to them in paragraphs 4.5 and 4.6.

4.7 General - The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to Provider, draftsman, typists; plus the cost of customary and statutory benefits including: but not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation and holiday pay. For the purpose of this agreement, the principals of Provider and their hourly payroll costs are: Director - \$60.64, Senior Planner - \$24.12, Regional Planner - \$18.77, Housing Specialist - \$21.80, Finance Director - \$25.86, Regional Planner II- \$18.23, and Secretarial and Support Personnel - \$13.53. These amounts are based an hourly payroll cost times a factor of 1.23 for all principals and employees through September 30, 2008, and shall be thereafter adjusted to reflect actual audited expenditures.

4.8 Reimbursable expenses mean the expenses incurred directly or indirectly in connection with the Project including but not limited to: telephone calls, fax and telegrams; transportation and subsistence; reproduction of file material; supplies; and similar Project-related items in connection with the Project.

4.9 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Provider for additional services provided on the basis of an hourly payroll cost times a factor of 1.23 for all principals and employees through September 30, 2008, thereafter adjusted to reflect actual audited expenditures.

4.10 Time of Performance - The services of the Provider shall commence upon the effective date of this contract, and shall be completed on the end date of the IDED contract.

SECTION V – Contract Provisions

5.0 Termination of Contract for Cause - If, through any cause, the Provider shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Provider shall violate any of the covenants, agreement, or stipulations of this Contract, the City shall there upon have the right to terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Provider under this Contract shall, at the option of the City, become its property and the Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Provider, and the City may withhold payments to the Provider for the purpose of set-off until such time as the exact amount of damages due the City from the Provider is determined.

5.1 Termination for Convenience of the City - The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Provider. If the Provider is terminated by the City as provided herein, the Provider will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Provider, Paragraph 1 hereof relative to termination shall apply.

5.2 Changes - The City, may from time to time, request changes in the scope of services of the Provider to be provided hereunder. Such changes, including any increase or decrease in the amount of the Provider's compensation, which are mutually agreed upon by and between the City and the Provider, shall be incorporated in written amendments to this Contract.

5.3 Assignability - The Provider shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Provider from the City under this

Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

5.4 Reports and Information - The Provider, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5.5 Records and Audits - The Provider shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five (5) years after the expiration of this Contract.

5.6 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Provider under this Contract are confidential and the Provider agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5.7 Copyright - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Provider.

5.8 Compliance with Local Laws - The Provider shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Provider shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Provider.

5.9 Equal Employment Opportunity - During the performance of this Contract the Provider agrees as follows:

a. The Provider will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: 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. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discriminatory clause.

b. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c. The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Housing

and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Provider's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part and the Provider may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Provider will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Provider will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

5.10 Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5.11 Section 109 of the Housing and Community Development Act of 1974 - No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

5.13 Interest of Members of a City - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Provider shall take appropriate steps to assure compliance.

5.14 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection

with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Provider shall take appropriate steps to insure compliance.

5.15 Interest of Provider and Employees - The Provider covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Provider further covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.16 Additional Contract provisions

The Provider must comply with the following laws and regulations:

- Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34).
- The Age Discrimination Act of 1975~ as amended (42 U.S.C. 1601 et seq.)
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. g3-112, 29 U.S.C. 794).
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
- Title VIII of the Civil Rights Act of 1968, as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
- Federal Executive Order 11246, as amended.
- 24 CFR Part 35 et al., Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance.

5.17 Inclusion in Subcontracts - The COG will include the provisions of the preceding paragraphs of in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The COG will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the COG becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the COG may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

SECTION VI

The effective date of this Agreement is June 24, 2009. Services will conclude on at the conclusion of the IDED contract.

IN WITNESS WHEREOF, the parties to these present have hereunto caused these present to be executed the day and the year first mentioned above.

Date: May 18, 2010

City of Creston, Iowa

ATTEST:

_____, Mayor
Warren Woods

_____, City Administrator

Mike Taylor
Dated: May 18, 2010

Timothy J Ostroski
Southern Iowa Council of Governments

, Director

RESOLUTION NO. 157 – 10

RESOLUTION TO APPROVE CONTRACT FOR TECHNICAL/LEAD SERVICES WITH SOUTHERN IOWA COUNCIL OF GOVERNMENTS (SICOG) FOR THE CDBG HOUSING GRANT #09-HSG-022:

WHEREAS, the City of Creston was awarded a Federal grant (#09-HSG-022) in the amount of \$320,000 for a Community Development Block Grant on June 24, 2009, and;

WHEREAS, the Creston City Council approved a proposal from SICOG for Technical/Lead Services for the CDBG Housing Grant, and;

WHEREAS, Technical/Lead Services are required for the CDBG Housing Grant, and;

WHEREAS, the City of Creston received one Request for Proposal for Technical/Lead Services from SICOG, and;

WHEREAS, the City of Creston will reimburse the COG a maximum of \$20,000 for Technical Services Management and a maximum of \$10,000 for Lead Based Paint Management Services, with payment due upon receipt of a billing for services rendered.

BE AND IT IS HEREBY RESOLVED that the Creston City Council has reviewed and approves the contract from SICOG to conduct the required Technical/Lead Services for the CDBG Housing Grant for a maximum of \$20,000 for Technical Services Management and a maximum of \$10,000 for Lead Based Paint Management Services, with payment due upon receipt of a billing for services rendered.

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

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

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

Bid Tabulation
Snow Removal Equipment Acquisition
Creston Municipal Airport - Creston, IA ~ Bid Date: 4/27/2010 2:00pm

Item #	Description	Quantity	Unit	Engineer's Opinion of Probable Construction Cost		Dons Truck Sales Inc. Fairbank, IA Bid Bond		O'Halloran International Inc. Altoona, IA Check	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Single Axle Carrier Vehicle with 4-Wheel Drive	1	LS	\$100,000.00	\$100,000.00	\$82,050.00	\$82,050.00	\$95,402.00	\$95,402.00
2.	Heavy Duty Multiple Purpose Dump Body	1	LS	\$22,000.00	\$22,000.00	\$21,880.00	\$21,880.00	\$17,747.00	\$17,747.00
3.	Front Mounted Reversible Displacement Plow	1	LS	\$11,000.00	\$11,000.00	\$8,700.00	\$8,700.00	\$8,218.00	\$8,218.00
4.	Tailgate Sander	1	LS	\$5,000.00	\$5,000.00	\$2,670.00	\$2,670.00	\$2,161.00	\$2,161.00
5.	Rear Mounted Two Stage Rotary Plow for Existing Tractor	1	LS	\$10,000.00	\$10,000.00	\$10,700.00	\$10,700.00	\$7,462.00	\$7,462.00
TOTAL BASE BID					\$148,000.00		\$126,000.00		\$130,990.00
1A.	Deduct for 2-Wheel Drive in Lieu of 4-Wheel Drive Carrier Vehicle	1	LS	\$25,000.00	\$25,000.00	\$11,650.00	\$11,650.00	\$23,631.00	\$23,631.00
TOTAL ALTERNATE BID					\$123,000.00		* \$114,350.00		\$107,359.00

* Denotes math error corrected by the Engineer.

Lisa Williamson

From: Bill Grabe [bgrabe@cgaconsultants.com]
Sent: Wednesday, May 12, 2010 2:16 PM
To: Mike Taylor; Lisa Williamson
Subject: Airport SRE Application
Attachments: SF 424.pdf

Mike and Lisa,

Attached is the cover page to the FAA application for the airport Snow Removal Equipment acquisition. I am assuming you may want to include this in your Council Packet. I have put signature copies of the full application package in the mail to you.

This application is based on disqualification of the bid from Don's Truck Sales due to bid irregularities and award of the contract to O'Halloran International.

Please let me know if you have questions or need additional information in this regard.

Thanks,
Bill

Bill Grabe

Clapsaddle-Garber Associates, Inc.
16 E Main Street • P.O. Box 754
Marshalltown, IA 50158
Tele: (641) 752-6701 Ext 17
Cell: (641) 750-6701 • Fax: (641) 752-2849
<http://www.cgaconsultants.com>

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION		2. DATE SUBMITTED 5-4-10	Applicant Identifier 4346.02	
<i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
<i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY AGENCY	Federal Identifier 3-19-0023-06	
5. APPLICANT INFORMATION				
Legal Name: City of Creston, Iowa		Organizational Unit: City		
Organizational DUNS: 013537022		Department: N.A.		
Address: Street: PO Box 449 116 W Adams		Division: N.A.		
City: Creston		Name and telephone of person to be contacted on matters involving this application (give area code)		
County: Union		Prefix: Mr.	First Name: Mike	
State: Iowa Zip Code: 50801		Middle Name:		
Country: United States		Last Name: Taylor		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 2 - 6 0 0 4 4 4 6		Suffix:		
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)		7. TYPE OF APPLICANT (See back of form for Application Types) Municipal Other (Specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration		
TITLE (Name of Program): Airport Improvement Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Snow Removal Equipment Acquisition		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of Creston and Union County		14. CONGRESSIONAL DISTRICTS OF:		
13. PROPOSED PROJECT		a. Applicant		
Start Date 6/2010	Ending Date 10/2010	5		b. Project 5
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 144,400. ⁰⁰	a. YES. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : _____		
b. Applicant	\$ 7,600. ⁰⁰	b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372		
c. State	\$. ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
d. Local	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
e. Other	\$. ⁰⁰	<input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No		
f. Program Income	\$. ⁰⁰	18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
g. TOTAL	\$ 152,000. ⁰⁰	a. Authorized Representative		
Prefix Mr.		First Name: Warren		Middle Name:
Last Name: Woods		Suffix:		
b. Title: Mayor		c. Telephone: 641-782-2000		
d. Signature of Authorized Representative:		e. Date Signed:		



STAR EQUIPMENT, LTD.

CONSTRUCTION EQUIPMENT DISTRIBUTORS

PA 38979

SALES - SERVICE - RENTAL

- 1401 2ND AVENUE - DES MOINES, IA 50314 - 515/283-2215
- 2100 E. LINCOLN WAY - AMES, IA 50010 - 515/233-9500
- 2950 6TH ST. SW - CEDAR RAPIDS, IA 52404 - 319/365-5139
- 2625 W AIRLINE HWY - WATERLOO, IA 50703 - 319/236-6830

PURCHASE AGREEMENT

City of Creston (NAME) Phone 641-742-2000
 Street Address 116 West Adams
Creston, County of Union, State of Iowa Zip Code 52501
 (TOWN)

hereinafter called "Purchaser/Debtor", agrees to purchase from STAR EQUIPMENT, Ltd., 1401 2nd AVE., DES MOINES, IOWA, 50314. hereinafter ca "Seller/Secured Party", subject to all terms, conditions and agreements herein contained and the additional provisions printed on the reverse hereof, the following described: (New) (Class _____ Used) equipment and is subject to the warranties for that class equipment as set forth this agreement.

1 - USED Wacker RD 27120 Roller on double drum
47" Smooth Roller SN 5227350962

Star Guarantees major components warranty

	For the cash price of \$	<u>23,995.</u>
Less trade-in of <u>CAT 03224B</u>	\$	<u>2,500.</u>
<u>SN # CALF00428</u>	Net Trade Difference \$	<u>21,495.</u>
	plus use or sales tax \$	<u>exempt</u>
F.O.B. _____	freight charges \$	<u>0.</u>
Fees and miscellaneous charge _____	\$	<u>0.</u>

Payable at the office of the Seller at Des Moines, Iowa in the following manner, to-wit: Balance \$ 21,495.00
 By cash with this agreement _____ Deposit \$ 0.
 Unpaid cash Balance \$ 21,495.00

In the event payment of the unpaid cash balance is deferred, Purchaser agrees to pay a FINANCE CHARGE which is either (a) precomputed interest the rate of _____ % add-on or (b) simple interest at an ANNUAL RATE of _____ % from the date of the note, payable monthly on unpaid balance until the principal sum is paid in full. The unpaid cash balance plus the finance charges shall be payable as follows:

Balance due upon receipt of invoice on June 7, 2010
Payable City Council approval. Due monthly 1st of month
 commencing _____, 20____. All past due amounts shall bear interest at highest lawful contract rate, except that, if Purchaser is a corporation, then interest shall be at the rate of 1 1/2% per month.

Purchaser hereby grants to Seller a purchase money security interest in the above-described equipment until the purchase price is paid in full. Purchaser agrees to execute before or at the time of delivery of the property covered by this Agreement, such security agreements and financing statements as may be appropriate to perfect the Seller's security interest. Purchaser grants Seller power of attorney security interest.

Equipment to be shipped to Purchaser at Creston, Iowa
 via Star Sales on or about 5-10-2010, subject to strikes, accidents, or other delays beyond the control of Seller. The cash price shown above is subject to change, without notice, to reflect any increase in the manufacturer's cost to Seller prior to delivery.

PURCHASER AGREES THAT THIS AGREEMENT, INCLUDING THE ADDITIONAL PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF, CONSTITUTES THE ENTIRE AGREEMENT RELATING TO THE SALE OF SAID PROPERTY, AND THAT PURCHASER HAS RECEIVED A TRUE COPY THEREOF.

Mark A. Zuber SALESMAN 5-5-2010 DATE

NOTE: This agreement is subject to written acceptance by a duly authorized officer of Star Equipment, Ltd. Purchaser's deposit shall be returned if the agreement is not accepted; and the cashing and depositing of any check of Purchaser shall not alone constitute acceptance of this agreement.

Accepted on (DATE) _____
 STAR EQUIPMENT, Ltd., Seller

 CORPORATE APPROVAL [Signature]
 DISCHARGED

May 14, 2010

Dear Mayor and Council:

I would like to request a temporary street closing on Summit Street from Birch Street west to the alley on June 12, 2010 from noon – 11 p.m.

Best regards,

A handwritten signature in cursive script, appearing to read "Gary Lybarger".

Gary Lybarger