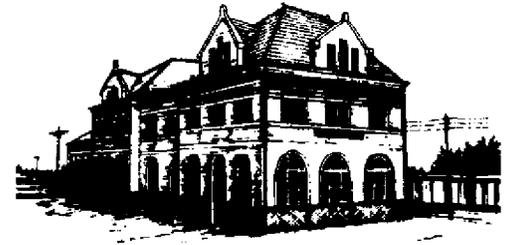


City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, February 7, 2012
6:00 p.m.
02/03/2012 3:46 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** January 17, 2012 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$233,767.37
 3. **Licenses/Permits:** St. Malachy Foundation – new 5-day Class C Liquor License with Catering privileges
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. Resolution to set Public Hearing on February 21, 2012 at 6:00 pm for Adoption of Final Budget for FY 2013
 2. Resolution to set a Public Hearing on February 21, 2012 at 6:00 pm to amend Ordinance 12-135 -- by amending provisions pertaining to unpaid street repairs
 3. Resolution to approve Commercial Tax Abatement request from Kent & Julieann Sinn
 4. Appointment with Chief Ver Meer – Discuss and take possible action on COPS Grant
 5. Review and take action on Traffic Signal Proposal
 6. Discuss and take possible action on Proposed City Policy – *allow city employees that are also volunteer fire fighters to respond to emergencies during working hours, as long as it doesn't adversely affect their primary job*

7. Resolution to approve engineering contract with Garden & Associates for Cottonwood Subdivision Project
 8. Resolution to approve pursuing the abandoned property per Iowa Code 657A.10A located at 500 N. Vine
 9. Resolution to approve request of T&L Properties, LLC to convert two parking spaces into a loading zone for the Iowana Apartments – located west of the Maple and Montgomery Street intersection on the north side of Montgomery Street
 10. Resolution to approve submit the grant application to IDOT and request for signing materials to replace signs the city has identified as deficient in their review
 11. Resolution to approve payment of \$4,450.16 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson
 12. Resolution to approve Drawdown Request #6 of \$5,590 for CDBG Housing – 09-HSG-022
8. **Other**
 1. Prairie Solid Waste Agency Special Meeting – February 8 at 6:30 pm at SWCC Room 180
 9. **Closed Session per Iowa Code 21.5(c) – Union Negotiation Purposes**
 10. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL JANUARY 17, 2012

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

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

Wagner moved seconded by Loudon to approve the agenda. All voted aye. Shelton was absent. Motion declared carried.

Wilson moved seconded by White to approve the consent agenda, which included approval of minutes of January 3, 2012, regular meeting, claims of \$284,256.72 and liquor license renewal for Hayes Concession Service. All voted aye. Shelton was absent. Motion declared carried.

During Public Forum, Ellen Gerharz, Executive Director of the Creston Chamber of Commerce, expressed her concern of the potential closing of the local FSA Office. She is concerned for the impact the closing of this office could have on other local businesses, as farmers and producers come to the Creston office to fill out their paperwork, etc. She has been in contact with Senator Grassley's office regarding this. She also recommended that the people of this community write letters to the state and federal levels of the FSA Offices opposing the closing of this office. There will be a public comment meeting held on February 1, 2012, at SWCC in Room 220.

Mayor Woods announced that now was the time for a Public Hearing regarding the current activities and status of funds for the Community Development Block Grant #08-DRIEF-250, Summit Lake Dam Project. No verbal or written comments for or against were received. Tim Ostroski, Executive Director of SICO, read the nine items to be presented during the Public Hearing. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Koets seconded by Wilson to appoint Arnold (Skip) Kenyon III and Todd Nielsen as Co-City Attorneys at a rate of \$200 per hour and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to approve Payment Estimate #2 of \$44,754.74 to Feldhacker Contracting for work completed on the Airport Storage Building Project and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson and Winborn voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve Payment Estimate #6 (Final) of \$38,594.70 to Visu-Sewer, Inc. for work completed on the Northeast Area Sanitary Sewer Rehabilitation Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to consider recommendation from the interview committee to hire Mike Bruce as City Building Inspector and authorize the Mayor and Clerk to execute the proper documentation. Koets,

Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve payment of \$2,995.16 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve drawdown request of \$3,733.00 for the NSP/ Habitat for Humanity House Project at 801 W. Jefferson and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to approve a Commercial Tax Abatement request for Nishna Valley Credit Union and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Shelton was absent. Resolution declared passed.

Wilson moved seconded by Wagner to adjourn the meeting. All voted aye. Shelton was absent. Motion declared carried. Council adjourned at 6:16 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AMERICAN ADMINIS-CLAIMS	GRP 93001 PREMIUM-FEB'12	2,631.06
			TOTAL:	2,631.06
FIRE PROTECTION	GENERAL FUND	WINDSTREAM	TELEPHONE	54.16
		INTERNATIONAL ASSOCIATION OF CHIEFS OF	MEMBERSHIP RENEWAL	120.00
		NAPA	BATTERY #18	95.44
		PETTY CASH - POLICE	#792816-FUEL REIMBURSEMENT	30.00
			#792819-NARCOTICS BUY	20.00
			#792820-POSTAGE	5.07
			#79282-POSTAGE	5.75
		SUPREME CLEANERS	UNIFORM CLEANINGS-JAN'12	127.50
		USPCA REGION 21	ANNUAL MEMBERSHIP	40.00
		WAL-MART COMMUNITY	BATTERIES	29.52
		WATCHGUARD VIDEO	RPLC TRANSMITTER #19	43.00
			TOTAL:	570.44
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-DEC'11	4,267.90
			TOTAL:	4,267.90
FIRE PROTECTION	GENERAL FUND	CHIEF SUPPLY	FLASHLIGHT-BATTERY PACK	60.98
			THERMAL IMAGER BATTERIES	170.00
			FLASHLIGHT-BATTERY PACK	214.77
		INT'L CODE COUNCIL INC	2012 INT'L CODE BOOKS	294.84
		ED M FELD EQUIP CO INC	3-PAILS CLASS A FOAM	216.00
		WINDSTREAM	TELEPHONE	226.73
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	379.41
			ELECTRICITY	409.67
		PETTY CASH - FIRE	#1619-LIGHT BULBS	2.75
			#1620-POSTAGE	4.40
			#1621-CD/DISCS	5.97
			#1622-COMPUTER SPEAKERS	34.88
			#1623-PLUMBING SUPPLIES	0.70
			#1624-SMALL ENG GAS	24.16
			#1625-POSTAGE	0.84
			#1626-POSTAGE	9.00
			#1627-MESSAGE BOOK	5.44
			#1628-POSTAGE	2.56
			#1629-2 CYCLE OIL	3.12
		WAL-MART COMMUNITY	2-MATTRESS PADS	57.92
			TOTAL:	2,124.14
BUILDING & HSNQ SAFETY	GENERAL FUND	BRUCE, MIKE OR CALLIE	REIMBURSEMENT	79.00
		INT'L CODE COUNCIL INC	2012 INT'L CODE BOOKS	429.26
			PLAN CHECKING/CODE CHECK	132.75
		FASTENAL	HARD HATS	14.33
		WINDSTREAM	TELEPHONE	56.48
		HEARTLAND TECHNOLOGY SOLUTIONS	REMOTE LABOR-EMAIL	57.50
		ECHO ELECTRIC SUPPLY	2011 CODE COURSE FEE	70.00
		IOWA ASSOC OF BLDG OFFICIALS	2012 MEMBERSHIP DUES	70.00
			TOTAL:	909.32
ANIMAL CONTROL	GENERAL FUND	BRUNNER, ROBERT	ADOPTION REFUND	20.00
		STRAUSS, BRENDA	ADOPTION REFUND	20.00
		WAL-MART COMMUNITY	PUPPY FOOD	12.44
			TOTAL:	52.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGT	ELECTRICITY	8,383.10		
			TOTAL:	8,383.10		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGT	ELECTRICITY	976.70		
			TOTAL:	976.70		
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	ENG SVCS-STORAGE BLDG	1,238.29		
			PHASE II-FUEL TANK IMPROV	855.00		
		WINDSTREAM	ENG SVCS-ENTRANCE RD IMPR	9,450.00		
			TELEPHONE	103.07		
		ALLIANT ENERGY-INT PWR&LGT	AIRPORT TELEPHONE	65.29		
			1945 S CHERRY ST GARAGE	61.54		
		SIRWA	ELECTRICITY	412.44		
			WEST AVIATION INC	WATER-AIRPORT	33.00	
			PER FBO CONTRACT	1,354.17		
			FUEL PROFIT-JAN'12	369.80		
		TOTAL:	13,942.60			
		LIBRARY SERVICES	GENERAL FUND	INT'L CODE COUNCIL INC	2012 INT'L CODE BOOKS	356.72
					CRESTON CITY WATER WORKS	WATER-LIBRARY
EBSCO SUBSCRIPTION	PERIODICAL SUBSCRIPTION			66.03		
	ED M FELD EQUIP CO INC			QTRLY SECURITY MONITORING	72.00	
WINDSTREAM	TELEPHONE			74.74		
	ALLIANT ENERGY-INT PWR&LGT			NATURAL GAS	348.69	
INGRAM				ELECTRICITY	507.94	
	BOOKS			14.35		
BOOKS	786.74					
BOOKS	42.69					
BOOKS	156.82					
BOOKS	10.34					
BOOKS	33.99					
BOOKS	16.09					
IOWA POETRY ASSOCIATION	BOOK			9.00		
M&M SALES CO	TONER			45.64		
NATIONAL ELEVATOR INSPECTION SERVICES,	VIOLATION FINE			40.00		
OFFICE MACHINES	3-CASES PAPER TOWELS			114.97		
THE PAPER CORPORATION	12-CASES COPY PAPER			316.20		
TOTAL:	3,029.15					
PARKS	GENERAL FUND	AKIN BUILDING CENTER	2X8-16 SPF	129.50		
			1X10-12 & 1X10-08 PINE	14.99		
		CRESTON CITY WATER WORKS	WATER-HISTORICAL COMPLEX	9.07		
			WINDSTREAM	TELEPHONE	52.10	
		ALLIANT ENERGY-INT PWR&LGT	MCKINLEY PARK VFW/FLAGS	175.20		
			600 MCKINLEY ST BAND SHELL	19.31		
		OFFICE DEPOT	ELECTRICITY	1,021.99		
			PETTY CASH - RECREATION	STAPLES	0.96	
		SERVICE TECHS INC	#1720-POSTAGE	3.19		
			TRUE VALUE HARDWARE & RENTAL	#1721-NUTS/BOLTS	7.85	
			BAR, CHAIN OIL, WRENCH	79.95		
			SHARPEN CHAINS	27.33		
		3-RAKES	89.95			
TOTAL:	1,631.39					
RECREATION	GENERAL FUND	WINDSTREAM	TELEPHONE	56.48		
			ALLIANT ENERGY-INT PWR&LGT	600 MCKINELY PARK SEC LIGH	11.95	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELECTRICITY	111.11
			TOTAL:	179.54
CLERK	GENERAL FUND	WINDSTREAM	TELEPHONE	57.15
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	254.67
		SIRWA	WATER-CEMETERY	33.00
			TOTAL:	344.82
SWIMMING POOL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-POOL	9.07
		WINDSTREAM	TELEPHONE	32.81
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	21.63
			ELECTRICITY	420.93
			TOTAL:	484.44
ADMINISTRATIVE	GENERAL FUND	OFFICE DEPOT	HP 97 TRI COLOR	31.28
			TOTAL:	31.28
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	REIMBURSEMENT-CONFERENCE	420.00
		CRESTON CITY WATER WORKS	WATER-505 N ELM	9.07
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-JAN'12	113.16
		NEWTEK TECHNOLOGY SERVICES	3 MONTH SVC CITY WEBSITE	50.85
		WINDSTREAM	TELEPHONE	275.82
		HABITAT FOR HUMANITY	SUPPLIES @ 801 W JEFFERSON	4,450.16
		ALLIANT ENERGY-INT PWR&LGHT	NSP-505 N ELM ELECTRIC/GAS	109.18
		IOWA ENVIRONMENTAL SERVICES INC	ASBESTOS TESTING	200.00
		M&M SALES CO	COPIER LEASE/COPY OVERAGE	230.04
		OFFICE DEPOT	BINDERS, RUBBER BANDS	36.67
		PETTY CASH - FINANCE	1328-POSTAGE DUE	0.20
			1329-PARTIAL RELEASE	28.00
			1330-PARTIAL RELEASE	14.00
		RAY AND ASSOCIATES INC	NEG/CONS SVC-JAN'12	691.67
		SECRETARY OF STATE	NOTARY RENEWAL	30.00
		THE PAPER CORPORATION	15-CASES COPY PAPER	395.25
			15-CASES 3HP PAPER	425.25
			2-CASES LEGAL PAPER	72.12
			TOTAL:	7,551.44
ELECTIONS	GENERAL FUND	UNION CO AUDITOR	CITY ELECTION 11/08/11	3,552.52
			TOTAL:	3,552.52
LEGAL SERVICES	GENERAL FUND	KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-NOV'11-JAN'12	1,246.50
			TOTAL:	1,246.50
CITY HALL	GENERAL FUND	AKIN BUILDING CENTER	ANCHORS FOR DEPOT FENCE	57.78
		CRESTON CITY WATER WORKS	WATER-CITY HALL	26.57
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	1,011.52
			ELECTRICITY	517.20
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-JAN'12	380.00
			TOTAL:	1,993.07
INSURANCE (GENERAL)	GENERAL FUND	CRESTON CITY WATER WORKS	REND-SAFETY GRP DIVIDEND	7,791.80
		EMC INSURANCE COMPANIES	WORKERS COMP JOLLY/BAKER	555.00
			TOTAL:	8,346.80
NON-DEPARTMENTAL	ROAD USE TAX	AMERICAN ADMINIS-CLAIMS	GRP 93001 PREMIUM-FEB'12	668.94
			TOTAL:	668.94

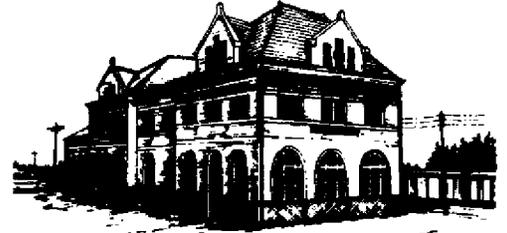
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
ROAD MAINTENANCE	ROAD USE TAX	AKIN BUILDING CENTER	SUPPLIES FOR BARRICADES	84.45		
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	30.24		
		ASPEN EQUIPMENT CO	TEETH FOR GRINDER	176.58		
		CRESTON AUTO PARTS INC	30" SQUEEGEE	39.99		
		CRESTON CITY WATER WORKS	WATER-CITY BARN	9.72		
			WATER-CITY SHOP	32.40		
			FARM & HOME SUPPLY INC	SAW BLADE	7.77	
			FASTENAL	2-HARD HATS	24.72	
			ZEE MEDICAL INC	EAR PLUGS	35.75	
			WINDSTREAM	TELEPHONE	174.26	
			ALLIANT ENERGY-INT PWR&LGH	NATURAL GAS	559.59	
				ELECTRICITY	475.42	
			ECHO GROUP INC	4-LIGHT ENDS	15.82	
			KELLY TIRE & EXHAUST	2-235/75/15 TIRES	187.92	
			NAPA	AIR/OIL FILTER	27.91	
				MISC SUPPLIES	171.29	
				3 CANS PAINT	14.37	
				1/4 NUT DRIVER	6.59	
			PETTY CASH - MAINTENANCE	#2937-POSTAGE	16.85	
				#2938-PAINT	16.55	
				#2939-TIRE REPAIR	28.00	
				#2940-FUEL FOR CHAIN SAW	6.41	
				#2941-BATTERIES	3.07	
			SERVICE TECHS INC	SHARPEN 4 CHAINS	24.00	
				BAR SAW	51.95	
			RHINE BODY REPAIR	PAINT FENDER-TRK #48	160.00	
			AGRILAND FS INC	800 G #1 DSL @ 3.361	2,688.80	
				660 G #2 DSL @ 3.161	2,086.26	
				1050 G UNL @ 3.001	3,151.05	
			SCHILDBERG CONSTRUCTION COMPANY INC	118.6 T CLASS D ROAD ROCK	1,281.73	
				71.18 T CLASS D ROAD ROCK	768.74	
				52.42 TON CLASS D ROCK	566.14	
				14.13 T CLASS D ROAD ROCK	152.60	
				145.65 TON CLASS D ROCK	1,691.07	
			TRANS IOWA EQUIPMENT	MAIN BROOM	386.51	
				DIRT SHOES	96.08	
				GUTTER BROOMS	373.32	
				MASTER CYLINDER	512.74	
			ZIEGLER INC	VALVE, FITTINGS, UNION	96.08	
				LAMP RETURN FREIGHT	15.00	
				TOTAL:	16,247.74	
		SNOW AND ICE CONTROL	ROAD USE TAX	EASTERN IOWA TIRE, INC	RECAP 4 TIRES-SKID LOADER	953.84
				HENDERSON PRODUCTS, INC.	SANDER MOTOR	269.00
				INDEPENDENT SALT COMPANY	26.025 TON ROCK SALT	1,642.70
				MARC	SILICONE RELEASE	149.83
				NAPA	COUPLER-FITTINGS	59.68
				TOTAL:	3,075.05	
		ADMIN-STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	56.48
					TOTAL:	56.48
		SEF FUNDING INSURANCE PAYROLL TAX BENEFIT		AMERICAN ADMINIS-CLAIMS	GRP 93001 PREMIUM-FEB'12	20,933.52
IOWA INDIV HEALTH BENEFIT REINSURANCE	ASSESSMENT PER IA CODE			3,874.26		
TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 03/01/12-03/31/			100.00		
		TOTAL:	24,907.78			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE FORFEITURE	POLICE FORFEITURE	AUTEN, JARED	REIMBURSEMENT-K9 FOOD	40.94
		ELITE K-9	ASAT 33' K9 LEAD	51.90
			TOTAL:	92.84
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	PANTHER LANES	36-TEAMS BOWLED	540.00
			TOTAL:	540.00
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	AMAZON/GE MONEY BANK	BOOKS	13.99
			DVD'S	122.42
			DVD'S	33.98
		GALE CENGAGE LEARNING	DISTRIBUTION	125.24
			BESTSELLERS	171.15
			LARGE PRINT	94.48
			DISTRIBUTION/MYSTERY	197.22
		INGRAM	BOOKS	15.50
			BOOKS	16.79
			BOOKS	64.50
			BOOKS	48.76
			BOOKS	15.50
			BOOKS	4.79
		MICROMARKETING LLC	BOOKS ON CD	121.46
			BOOKS ON CD	183.87
		PAUL J. STRAWHECKER, INC.	CAPITAL CAMPAIGN	8,321.41
		PROFESSIONAL COMPUTER SOLUTIONS	COMPUTER SERVICE	30.00
			COMPUTER SERVICE	1,219.00
			COMPUTER SERVICE	45.00
			COMPUTER SERVICE	30.00
			COMPUTER SERVICE	105.00
			COMPUTER SERVICE	438.00
			COMPUTER SERVICE	209.99
			COMPUTER SERVICE	30.00
			COMPUTER SERVICE	60.00
			TOTAL:	11,718.05
NON-DEPARTMENTAL	SEWER OPERATING FU	AMERICAN ADMINIS-CLAIMS	GRP 93001 PREMIUM-FEB'12	400.00
			TOTAL:	400.00
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	CENTRAL PLAINS ELECTRIC	MOTOR REPAIR	50.15
		CRESTON CITY WATER WORKS	WATER-WWTP	313.70
		ELLIOTT EQUIPMENT CO	3-FITTINGS	88.77
			2-SEALS	36.78
		FASTENAL	SPADES, SHOVEL	63.41
			NUTS & WASHERS	5.42
			SPADES, MEAS WHEEL	123.00
			HARD HAT	12.36
			STAINLESS STEAL BOLTS, NUT	142.11
			WELDING HELMET	117.11
		WINDSTREAM	TELEPHONE	417.01
		GIZA LANDSCAPING & LAWN CARE	RPR SEWER MAIN	1,955.42
		HACH COMPANY	CHEMICALS	366.97
		IAWEA	BIOSOLIDS CONFERENCE	200.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	1,594.64
			ELECTRICITY	5,436.61
		ECHO GROUP INC	CONNECTOR-SHRINK TUBE	64.00
			PANEL BREAKER	132.13
		NAPA	BEARINGS, SEALS	383.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HEAT GUN	36.98
			MISC SUPPLIES	245.05
			TORCH HOSE	76.49
		NORTH CENTRAL LABORATORIES	PH BUFFER	52.67
		OFFICE DEPOT	901 XL INK CARTRIDGE	30.22
		PETTY CASH - FINANCE	1331-POSTAGE DUE	0.60
		PETTY CASH - SANITATION	#497359-LIGHT BULBS	8.58
			#497360-POSTAGE	6.72
			#497361-SUPPLIES	11.72
			#497362-CHISEL SET	39.99
		REGION IV IA WATER POLLUTION	SPRING CONFERENCE	32.00
		TRUE VALUE HARDWARE & RENTAL	2-PICKS & CLIPS	65.56
		UPS	POSTAGE	28.40
			POSTAGE	14.54
		VEENSTRA & KIMM INC	WASTEWATER EVALUATION	260.00
			2011 NE SANITATRY SEWER	176.08
		VERIZON WIRELESS	ELECTRONIC FLOWMETER PHONE	184.32
			TOTAL:	12,772.81
ANIMAL CONTROL		ANIMAL SHELTER *AG AFTON VETERINARY CLINIC	NEUTER DOG-P PASKE	100.00
		CRESTON PUBLISHING CO	CARE ADS-JAN'12	11.55
		CRESTON VET CLINIC PC	TREAT STRAY CAT	181.35
			TEST/VACCINATE PND CAT	72.30
			VACCINATE/DEWORM KITTEN	37.10
			SPAY CAT-M NORRIS	50.00
		DOWNEY, MYCALE	ARL REIMBURSEMENT	75.00
			TOTAL:	527.30
===== FUND TOTALS =====				
	001	GENERAL FUND		62,248.65
	110	ROAD USE TAX		20,048.21
	112	PAYROLL TAX BENEFIT		24,907.78
	120	POLICE FORFEITURE		92.84
	166	RESTRICTED GIFTS-MCKNLY P		540.00
	167	RESTRICTED GIFTS-LIBRARY		11,718.05
	610	SEWER OPERATING FUND		13,172.81
	953	ANIMAL SHELTER *AGENCY FU		527.30
		GRAND TOTAL:		133,255.64

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

February 3, 2012

To: Creston City Council Persons

From: Mike Taylor

Ref. 2013 Budget Documents

Enclosed is a copy of the proposed budget input into the 2013 state budget forms and a highlights page for your review. Also included is a copy of our current (2012) budget in the state budget forms that you can use for comparison. In an effort to save a tree or two we decided not to print and distribute the entire city budget worksheet reports.

I encourage you to call or come up to see me if you have any questions, concerns or would like to review the budget by line item detail.

The proposed tax rate is \$13.52209, which is a reduction of \$0.33046 from the current levy rate \$13.85255. The tax levy rate has been lowered by using fund balance from the local option sale tax funds.

We have a regular city council meeting scheduled for Tuesday, February 7, 2012, at 6:00 PM to adopt the proposed budget and set a date for a public hearing on the budget at the city council meeting on Tuesday, February 21, 2012 at 6:00 PM.

Please call if you have any concerns or questions. It's much easier for me to answer questions individually.

Thanks,
Mike Taylor

88-1 2013 Budget

Adoption of Budget and Certification of City Taxes
FISCAL YEAR BEGINNING JULY 1, 2012 - ENDING JUNE 30, 2013

The City of: Creston County Name: UNION Date Budget Ado: _____

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, if below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

641-762-2000
Telephone Number

Signature

County Auditor Date Stamp

January 1, 2011 Property Valuations

		With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	2a	174,272,309	168,565,281	7,834
DEBT SERVICE	3a	199,432,921	193,725,893	
Ag Land	4a	343,618		

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	1,411,606	1,365,379	8.10000
Non-Voted Other Permissible Levies					
12(8)	0.67500	Contract for use of Bridge		0	0
12(10)	0.95000	Opr & Maint publicly owned Transit		0	0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center		0	0
12(12)	0.13500	Opr & Maint of City owned Civic Center	19,000	18,377	0.10902
12(13)	0.06750	Planning a Sanitary Disposal Project		0	0
12(14)	0.27000	Aviation Authority (under sec.330A.15)		0	0
12(15)	Amt Nec	Joint city-county building lease		0	0
12(16)	0.06750	Levee Impr. fund in special charter city		0	0
12(18)	Amt Nec	Liability, property & self insurance costs	250,000	241,814	1.43454
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		0	0
Voted Other Permissible Levies					
12(1)	0.13500	Instrumental/Vocal Music Groups		0	0
12(2)	0.81000	Memorial Building		0	0
12(3)	0.13500	Symphony Orchestra		0	0
12(4)	0.27000	Cultural & Scientific Facilities		0	0
12(5)	As Voted	County Bridge		0	0
12(6)	1.35000	Missi or Missouri River Bridge Const.		0	0
12(9)	0.03375	Aid to a Transit Company		0	0
12(17)	0.20500	Maintain Institution received by gift/devise		0	0
12(19)	1.00000	City Emergency Medical District		0	0
12(21)	0.27000	Support Public Library		0	0
28E.22	1.50000	Unified Law Enforcement		0	0
Total General Fund Regular Levies (5 thru 24)			1,680,606	1,625,570	
384.1	3.00375	Ag Land	1,032	1,032	3.00375
Total General Fund Tax Levies (25 + 26)			1,681,638	1,626,602	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	47,054	45,513	0.27000
384.6	Amt Nec	Police & Fire Retirement	147,861	143,019	0.84945
	Amt Nec	FICA & IPERS (if general fund at levy limit)	143,851	139,140	0.82544
Rules	Amt Nec	Other Employee Benefits	337,154	326,113	1.83464
Total Employee Benefit Levies (29,30,31)			628,866	608,273	3.60853
Sub Total Special Revenue Levies (28+32)			675,920	653,786	
Valuation					
388	As Req	With Gas & Elec	Without Gas & Elec		
SSMID 1	(A)	(B)		0	0
SSMID 2	(A)	(B)		0	0
SSMID 3	(A)	(B)		0	0
SSMID 4	(A)	(B)		0	0
SSMID 5	(A)	(B)		0	0
SSMID 6	(A)	(B)		0	0
SSMID 7	(A)	(B)		0	0
Total SSMID			0	0	Do Not Add
Total Special Revenue Levies			675,920	653,786	
384.4	Amt Nec	Debt Service Levy 76.10(6)	0	0	0
384.7	0.67500	Capital Projects (Capital Improv. Reserve)		0	0
Total Property Taxes (27+39+40+41)			2,357,558	2,280,388	13.52209

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 6) The city is receiving TIF Revenues and has completed the TIF Indebtedness section of the TIF DEBT form in compliance with 384.16(1)

Creston

Fund Balance Worksheet for City of

		2011		2012		2013		2011		2012		2013		2011		2012		2013	
		Annual Report FY		Re-Estimated FY		Budget FY		Total Government		Total Government		Total Government		Proprietary		Proprietary		Proprietary	
		(1)		(2)		(3)		(H)		(H)		(H)		(I)		(I)		(J)	
		General (A)		General (A)		General (A)		Special Rev (B)		Special Rev (B)		Special Rev (B)		Debt Serv (D)		Debt Serv (D)		Debt Serv (D)	
		Special Rev (C)		Special Rev (C)		Special Rev (C)		TIF Special Rev (C)		TIF Special Rev (C)		TIF Special Rev (C)		Capt Proj (E)		Capt Proj (E)		Capt Proj (E)	
		Permanent (G)		Permanent (G)		Permanent (G)		Permanent (G)		Permanent (G)		Permanent (G)		Grand Total		Grand Total		Grand Total	
1	Beginning Fund Balance July 1 (pg 5, line 134) *	1,379,241	2,329,895	1,399,012	3,329,969	1,184,617	3,254,118	878,682	38,242	808,120	2,977,707	868,682	38,242	0	4,937,131	2,441,966	7,379,097	0	0
2	Actual Revenues Except Beg Bal (pg 5, line 132) *	4,017,167	4,341,574	5,196,438	3,532,321	4,646,880	2,972,256	643,115	1,066,349	4,646,880	2,972,256	643,115	1,066,349	0	9,330,200	5,820,998	15,151,198	0	0
3	Actual Expenditures Except End Bal (pg 12, line 259) *	3,997,396	3,341,500	5,410,833	3,608,172	5,023,377	3,248,667	653,115	1,066,349	5,023,377	3,248,667	653,115	1,066,349	0	9,991,508	6,133,046	16,124,554	0	0
4	Ending Fund Balance June 30 (pg 12, line 261) *	1,399,012	3,329,969	1,184,617	3,254,118	808,120	2,977,707	868,682	38,242	808,120	2,977,707	868,682	38,242	0	4,937,131	2,441,966	7,379,097	0	0
		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev	
		744,940		744,940		744,940		744,940		744,940		744,940		744,940		744,940		744,940	
		439,351		439,351		439,351		439,351		439,351		439,351		439,351		439,351		439,351	
		1,092,683		1,092,683		1,092,683		1,092,683		1,092,683		1,092,683		1,092,683		1,092,683		1,092,683	
		787,094		787,094		787,094		787,094		787,094		787,094		787,094		787,094		787,094	
		490,410		490,410		490,410		490,410		490,410		490,410		490,410		490,410		490,410	
		38,242		38,242		38,242		38,242		38,242		38,242		38,242		38,242		38,242	
		240,780		240,780		240,780		240,780		240,780		240,780		240,780		240,780		240,780	
		235,661		235,661		235,661		235,661		235,661		235,661		235,661		235,661		235,661	
		4,494,947		4,494,947		4,494,947		4,494,947		4,494,947		4,494,947		4,494,947		4,494,947		4,494,947	
		10,281,224		10,281,224		10,281,224		10,281,224		10,281,224		10,281,224		10,281,224		10,281,224		10,281,224	
		9,023,228		9,023,228		9,023,228		9,023,228		9,023,228		9,023,228		9,023,228		9,023,228		9,023,228	
		5,752,943		5,752,943		5,752,943		5,752,943		5,752,943		5,752,943		5,752,943		5,752,943		5,752,943	
		4,217,485		4,217,485		4,217,485		4,217,485		4,217,485		4,217,485		4,217,485		4,217,485		4,217,485	
		10,202,540		10,202,540		10,202,540		10,202,540		10,202,540		10,202,540		10,202,540		10,202,540		10,202,540	
		11,292,719		11,292,719		11,292,719		11,292,719		11,292,719		11,292,719		11,292,719		11,292,719		11,292,719	
		3,127,306		3,127,306		3,127,306		3,127,306		3,127,306		3,127,306		3,127,306		3,127,306		3,127,306	
		8,712,432		8,712,432		8,712,432		8,712,432		8,712,432		8,712,432		8,712,432		8,712,432		8,712,432	
		20,483,764		20,483,764		20,483,764		20,483,764		20,483,764		20,483,764		20,483,764		20,483,764		20,483,764	
		20,315,947		20,315,947		20,315,947		20,315,947		20,315,947		20,315,947		20,315,947		20,315,947		20,315,947	
		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249	
		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249		8,880,249	
		21,781,881		21,781,881		21,781,881		21,781,881		21,781,881		21,781,881		21,781,881		21,781,881		21,781,881	
		22,309,677		22,309,677		22,309,677		22,309,677		22,309,677		22,309,677		22,309,677		22,309,677		22,309,677	
		8,352,453		8,352,453		8,352,453		8,352,453		8,352,453		8,352,453		8,352,453		8,352,453		8,352,453	

* The figures in section (1) are taken from FORM F-66(A-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2011
 ** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF Creston

The Total Outstanding TIF indebtedness is not used to determine the constitutional debt limit. Indebtedness as defined in Iowa Code Section 384.16, subsection 1, includes any TIF-financed agreement including all remaining payments for any annual appropriation agreements. Include the TOTAL amount for all remaining years of the agreement. Use best estimates for any agreement where the actual amount for future years is not known.

Include the total amount of outstanding loans, advances, indebtedness, or bonds outstanding, including interest, at the close of the most recently ended al year through the remaining term of the indebtedness, which will be paid from TIF revenues.

TOTAL OUTSTANDING TIF INDEBTEDNESS INCLUDING INTEREST OWED	ACTUAL 2011
PRINCIPAL on All Bonds Paid with TIF Revenues including interest to term	5,412,190
TIF Non-Bond Loans & Debt - Owed to Other Entities	
Self-Financed or Internal Loan TIF Debt	
Tax Rebate/ments & Other Agreements Paid with TIF Revenues	
TOTAL OUTSTANDING TIF INDEBTEDNESS	5,412,190

TIF Revenues are those moneys paid into the Special Fund created in section 403.19.
 DO NOT include bond payments made with a Debt Service levy on property
 Include ONLY debt that is to be repaid from future Tax Increment Financing revenues.
 All debt and interest should only be listed once.
 Include principal and interest to term in all amounts.

THE DATA BELOW NO LONGER
 CARRIES TO A "REBATES" LINE OF
 THE RE-EXP P2 & EXP P2 FORMS

Click to view Help with Rebates

REBATES OR PAYMENTS TO ENTITIES FROM TAXES FUNDED BY TIF		EXP P2	RE-EST EXP P2	
ENTITY NAME (Rebates DO NOT include bonds, SRF, project names, etc. See Help page for definition)		BUDGET 2013	RE-ESTIMATED 2012	ACTUAL 2011
1	ASSISTED LIVING OF CRESTON, LLC.	29,569	38,440	47,31
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
* TOTAL Rebates or Payments to Entities		29,569	38,440	47,31

CITY OF Creston

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1
 RE-ESTIMATED Fiscal Year Ending 2012

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL REVENUE (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years	
									RE-ESTIMATED 2012 (J)	ACTUAL 2011 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	816,881	129,795						946,676	926,424
Jail	2	74,275							74,275	58,119
Emergency Management	3								0	0
Flood Control	4								0	0
Fire Department	5	341,983	53,161						395,144	383,309
Ambulance	6								0	0
Building Inspections	7	51,949							51,949	41,177
Miscellaneous Protective Services	8								0	0
Animal Control	9	21,300							21,300	5,473
Other Public Safety	10		1,000						1,000	
TOTAL (lines 1 - 10)	11	1,306,388	183,956	0	0	0	0	0	1,490,344	1,414,502
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12		1,103,446						1,103,446	2,075,542
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	104,500							104,500	121,545
Traffic Control and Safety	15	19,000							19,000	
Snow Removal	16		36,000						36,000	
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)	19	664,475							664,475	320,361
Garbage (if not Enterprise)	20	491,760							491,760	478,515
Other Public Works	21		2,330						2,330	
TOTAL (lines 12 - 21)	22	1,279,735	1,141,776	0	0	0	0	0	2,421,511	2,995,963
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23									
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL (lines 23 - 29)	30	0	0	0	0	0	0	0	0	0
CULTURE & RECREATION										
Library Services	31	164,212	134,175						298,387	178,379
Museum, Band and Theater	32								0	0
arks	33	192,610	84,650						277,260	235,604
recreation	34	24,700							24,700	88,384
emetery	35	159,859							159,859	166,882
ommunity Center, Zoo, & Marina	36		30,000						30,000	28,100
Other Culture and Recreation	37	80,750							80,750	
TOTAL (lines 31 - 37)	38	622,131	248,825	0	0	0	0	0	870,956	697,349

Department of Management
 The total revenues for the Actual Year are the first two pages do not match the Actual column line 44 figure on this form.

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2
 RE-ESTIMATED Fiscal Year Ending 2012

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
		GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2012	ACTUAL 2011
GOVERNMENT ACTIVITIES CONT.										
COMMUNITY & ECONOMIC DEVELOPMENT										
39	Community Beautification									
40	Economic Development	39,300							39,300	34,537
41	Planning and Urban Renewal									
42	Planning & Zoning									
43	Port Com & Econ Development									
44	TOTAL (lines 39 - 44)	39,300	0	0	0	0	0	0	39,300	34,537
GENERAL GOVERNMENT										
46	Mayor, Council, & City Manager	37,987							37,987	37,565
47	City Clerk, Treasurer, & Finance Adm.	1,753,566	140,671						1,894,237	740,943
48	City Operations	4,000							4,000	11,476
49	Legal Services & City Attorney	20,408							20,408	36,245
50	City Hall & General Buildings	40,318							40,318	282,919
51	City Liability	307,000							307,000	797,721
52	Other General Government	915,801							915,801	1,906,869
53	TOTAL (lines 46 - 52)	2,163,279	1,066,472	0	0	0	0	0	3,219,751	1,070,878
DEBT SERVICE										
54	Gov Capital Projects				1,060,523				1,060,523	406,828
55	TIF Capital Projects								0	406,828
56	TOTAL CAPITAL PROJECTS	0	0	0	0	0	0	0	0	8,526,926
57	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	5,410,833	2,631,029	0	1,060,523	0	0	0	9,102,385	9,127,500
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
59	Water Utility					9,294,500		9,294,500	9,294,500	9,127,500
60	Sewer Utility					1,556,451		1,556,451	1,556,451	946,522
61	Electric Utility									
62	Gas Utility									
63	Port									
64	Refill/Garbage									
65	Insit									
66	City TV, Internet & Telephone									
67	Public Authority									
68	Port Water Utility									
69	Enterprise DEBT SERVICE									
70	Enterprise CAPITAL PROJECTS									
71	Enterprise TIF CAPITAL PROJECTS									
72	TOTAL BUSINESS TYPE EXPENDITURES (lines 56 - 69)	5,410,833	2,631,029	0	1,060,523	0	0	0	10,850,951	10,074,022
73	TOTAL ALL EXPENDITURES (lines 58+74)	5,410,833	2,631,029	0	1,060,523	0	0	0	19,953,336	18,600,948
74	Regular Transfers Out		977,143					671,156	1,648,289	1,397,797
75	Internal TIF Loan Transfers Out								708,042	317,202
76	Internal TIF Loan Transfers Out								708,042	1,714,999
77	Other Transfers and Other Fin Uses (lines 73+74)		977,143						2,356,341	20,315,947
78	Financing Appropriation		3,608,172						22,309,677	8,880,249
79	Financing Appropriation								0	0
80	Ending Fund Balance June 30	1,184,617	3,254,118	878,682	38,242	242,780	0	2,754,014	8,352,453	0

The entry is made on the CON APPROPRIATIONS page that must accompany the budget forms if used. The entry is made on the following year or years. THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER, THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST BE FOR A YEAR ENDING TO THE ACTUAL YEAR.

		RE-ESTIMATED Fiscal Year Ending 2012							Fiscal Years	
(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2012 (J)	ACTUAL 2011 (K)
REVENUES & OTHER FINANCING SOURCES										
1	Levied on Property	1,622,187	651,823						2,274,010	2,242,406
2	Uncollected Property Taxes - Levy Year								0	0
3	Surplus Property Taxes (line 1 minus line 2)	1,622,187	651,823						2,274,010	2,242,406
4	Acquired Property Taxes								0	0
5	Other Revenues			841,784					841,784	982,107
6	City Taxes:									
7	City Tax Replacement Excise Taxes	53,681	22,631						76,312	
8	City franchise tax (Iowa Code Chapter 364.7)								0	
9	Amusement tax								0	
10	Business License Tax								0	
11	Hotel/Motel Taxes	115,000							115,000	122,567
12	Other Local Option Taxes		920,000						920,000	845,265
13	Subtotal - Other City Taxes (lines 6 thru 11)	168,681	942,631						1,111,312	987,832
14	Permits	34,000							34,000	85,869
15	Other Revenues of Money & Property	82,735							82,735	148,395
16	Governmental:									
17	Federal Grants & Reimbursements	1,475,050							1,475,050	1,229,251
18	State Grants & Reimbursements	245,406	700,000						700,000	697,685
19	Federal Grants & Reimbursements	131,495						586,250	831,656	973,813
20	Subtotal - Intergovernmental (lines 15 thru 18)	1,851,951	700,000					586,250	3,136,201	3,627,809
21	Revenues for Fees & Service:									
22	Water Utility							9,294,500	9,294,500	2,092,183
23	Electric Utility							1,208,065	1,208,065	1,365,776
24	Gas Utility							0	0	0
25	Other Utility							0	0	0
26	Port	129,000							129,000	74,076
27	Refill/Garbage	602,700							602,700	613,561
28	Hospital								0	0
29	Insit								0	0
30	Cable TV, Internet & Telephone								0	0
31	Other Utility								0	0
32	Other Utility								0	0
33	Other Fees & Charges for Service	84,740	213,393					10,000	308,133	119,775
34	Subtotal - Charges for Service (lines 20 thru 32)	816,440	213,393					10,512,565	11,542,398	4,265,371
35	Other Assessments								0	0
36	Other Assessments	145,100	254,000				2,000		401,100	5,541,182
37	Other Financing Sources:									
38	Regular Operating Transfers In	375,355	770,474					50,000	1,646,289	1,397,797
39	Internal TIF Loan Transfers In	99,989							708,042	317,202
40	Subtotal ALL Operating Transfers In	475,344	770,474					50,000	2,356,341	1,714,999
41	Proceeds of Debt (Excluding TIF Internal Borrowing)								0	0
42	Proceeds of Capital Asset Sales								0	0
43	Subtotal-Other Financing Sources (lines 38 thru 41)	475,344	770,474					50,000	2,356,341	2,992,945
44	Revenues except for beginning fund balance	5,196,438	3,532,321	841,784			2,000	11,148,815	21,781,881	20,483,764
45	Beginning Fund Balance July 1	1,399,012	3,329,969	744,940	38,242		240,780	3,127,306	8,880,249	8,712,432
	TOTAL REVENUES & BEGIN BALANCE (lines 1 thru 45)	6,595,450	6,862,290	1,566,724	1,098,765	0	242,780	14,276,121	30,662,130	29,198,196

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending **2013**

GOVERNMENT ACTIVITIES (A)	(B)	Fiscal Years									
		GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2013 (J)	RE-ESTIMATED 2012 (K)	ACTUAL 2011 (L)
PUBLIC SAFETY											
Police Department/Crime Prevention	1	867,483	106,460					973,943	946,676	926,424	
Jail	2	73,300						73,300	74,275	58,119	
Emergency Management	3							0	0	0	
Flood Control	4							0	0	0	
Fire Department	5	358,289	41,401					399,690	395,144	383,309	
Ambulance	6							0	0	0	
Building Inspections	7	42,680						42,680	51,949	41,177	
Miscellaneous Protective Services	8							0	0	0	
Animal Control	9	1,150						11,150	21,300	5,473	
Other Public Safety	10		1,000					1,000	1,000	0	
TOTAL (lines 1 - 10)	11	1,352,902	148,861	0	0	0	0	1,501,763	1,490,344	1,414,502	
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12		981,537					981,537	1,103,446	2,075,542	
Parking - Meter and Off-Street	13							0	0	0	
Street Lighting	14	105,700						105,700	104,500	121,545	
Traffic Control and Safety	15	30,000						30,000	19,000	0	
Snow Removal	16		40,000					40,000	36,000	0	
Highway Engineering	17							0	0	0	
Street Cleaning	18							0	0	0	
Airport (if not Enterprise)	19	819,435						819,435	664,475	320,361	
Garbage (if not Enterprise)	20	493,020						493,020	491,760	478,515	
Other Public Works	21		11,000					11,000	2,330	0	
TOTAL (lines 12 - 21)	22	1,448,155	1,032,537	0	0	0	0	2,480,692	2,421,511	2,995,963	
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23							0	0	0	
City Hospital	24							0	0	0	
Payments to Private Hospitals	25							0	0	0	
Health Regulation and Inspection	26							0	0	0	
Water, Air, and Mosquito Control	27							0	0	0	
Community Mental Health	28							0	0	0	
Other Health and Social Services	29							0	0	0	
TOTAL (lines 23 - 29)	30	0	0	0	0	0	0	0	0	0	
CULTURE & RECREATION											
Library Services	31	162,118	27,500					189,618	298,367	178,379	
Museum, Band and Theater	32							0	0	0	
Parks	33	217,399	104,650					322,049	277,260	235,604	
Recreation	34	32,325						168,285	24,700	88,364	
Cemetery	35	168,285						168,285	158,859	165,882	
Community Center, Zoo, & Marina	36		24,000					24,000	30,000	28,100	
Other Culture and Recreation	37	84,250						84,250	80,750	0	
TOTAL (lines 31 - 37)	38	664,377	156,150	0	0	0	0	820,527	870,956	697,349	

EXPENDITURES SCHEDULE PAGE 2
Fiscal Year Ending 2013

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
		(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2013	2012	2011
			(D)	REVENUES	(F)	(G)	(H)	(I)	(J)	(K)	(L)
COMMUNITY & ECONOMIC DEVELOPMENT											
39	Community Beautification								0	0	0
40	Economic Development	40,300							40,300	39,300	34,537
41	Planning and Urban Renewal								0	0	0
42	Planning & Zoning								0	0	0
43	Public Com & Econ Development								0	0	0
44	TOTAL (lines 39 - 44)	40,300	0	0	0	0	0	0	40,300	39,300	34,537
GENERAL GOVERNMENT											
46	Mayor, Council, & City Manager	38,450							38,450	37,987	37,565
47	City Clerk, Treasurer, & Finance Adm.	1,119,287	143,851						1,263,118	1,894,237	740,943
48	City Elections								0	4,000	0
49	City Attorney	20,200							20,200	20,408	11,476
50	City Hall & General Buildings	40,200							40,200	40,318	36,245
51	City Liability	299,526							299,526	307,000	282,919
52	City General Government	1,001,800	1,001,800						1,001,800	915,801	797,721
53	TOTAL (lines 46 - 52)	1,517,643	1,145,651	0	0	0	0	0	2,663,294	3,219,751	1,906,869
54	DEBT SERVICE				1,066,349				1,066,349	1,060,523	1,070,878
55	City Capital Projects								0	0	406,828
56	City Capital Projects								0	0	0
57	TOTAL CAPITAL PROJECTS	0	0	0	0	0	0	0	0	0	406,828
58	TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	5,023,377	2,483,199	0	1,066,349	0	0	0	8,572,925	9,102,385	8,526,926
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
59	Water Utility							4,062,600	4,062,600	9,294,500	9,127,500
60	Electric Utility							1,370,347	1,370,347	1,556,451	946,522
61	Gas Utility								0	0	0
62	Sanitary Utility								0	0	0
63	Wasteport								0	0	0
64	Landfill/Garbage								0	0	0
65	Public Transit								0	0	0
66	Cable TV, Internet & Telephone								0	0	0
67	Public Utility Authority								0	0	0
68	Water Utility								0	0	0
69	Enterprise Type (city hosp., ISF, parking, etc.)								0	0	0
70	Enterprise DEBT SERVICE								0	0	0
71	Enterprise CAPITAL PROJECTS								0	0	0
72	Enterprise TIF CAPITAL PROJECTS								0	0	0
73	TOTAL Business Type Expenditures (lines 59 - 73)								5,452,947	10,850,951	10,074,022
74	ALL EXPENDITURES (lines 58+74)	5,023,377	2,483,199	0	1,066,349	0	0	0	14,025,872	19,953,336	18,600,948
75	Regular Transfers Out		765,468					680,099	1,445,567	1,648,299	1,397,797
76	Internal TIF Loan / Repayment			653,115					653,115	708,042	317,202
77	External ALL Transfers Out	0	765,468	653,115	0			680,099	2,098,682	2,356,341	1,714,998
78	Capital Expenditures & Fund Transfers Out (lines 75+76)	5,023,377	3,248,667	653,115	1,066,349	0	0	6,133,046	16,124,554	22,309,677	20,315,947
79	Grants Appropriation								0	0	0
80	ING Fund Balance June 30	808,120	2,977,707	868,682	38,242	0	244,360	2,441,966	7,379,087	8,352,453	8,880,249

unfunded appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con. Approp. page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

City Name: Creston

Fiscal Year
2013

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Project Name	Amount of Issue	Date Certified to County Auditor	Principal Due FY 2013	Interest Due FY 2013	Bond Reg/Other Fees Due FY 2013	Total Obligation Due FY 2013	Paid from Funds OTHER THAN Current Year Property Taxes	Amount Paid by Current Year Debt Service Levy
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
(1) CRESTON 05-JAMES TIF	1,720,000	SEPTEMBER-05	150,000	45,953	500	196,453	196,453	0
(2) CAP LN NOTE-HWY 34	2,530,000	MARCH-08	225,000	59,940	500	285,440	285,440	0
(3) COTTONWOOD	1,280,000	JULY-10	90,000	42,653	500	133,153	133,153	0
(4) SEWER JET TRUCK	329,500	NOVEMBER-08	47,071	66,371		113,442	113,442	0
(5) SRF #1	810,000	OCTOBER-05	55,000	5,160	86	60,246	60,246	0
(6) SRF #2	2,383,000	JUNE-97	147,000	24,180	403	171,583	171,583	0
(7) SRF #3	829,000	MARCH-98	48,000	9,720	162	57,882	57,882	0
(8) SRF #4	845,000	SEPTEMBER-09	37,000	24,960	2,080	64,040	64,040	0
(9) STREET TRUCK LEASE	210,342	APRIL-10	41,975	6,365		48,340	48,340	0
(10)								
(11)								
(12)								
(13)								
(14)								
(15)								
(16)								
(17)								
(18)								
(19)								
(20)								
(21)								
(22)								
(23)								
(24)								
(25)								
(26)								
(27)								
(28)								
(29)								
(30)								
TOTALS			841,046	286,302	4,231	1,130,579	1,130,579	0

LONG TERM DEBT SCHEDULE
 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

City Name: Creston USE THIS PAGE ONLY AFTER FILLING LINES 1 THRU 30 ABOVE.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Project Name	Amount of Issue	Date Certified to County Auditor	Principal Due FY 2013	Interest Due FY 2013	Bond Reg/Other Fees Due FY 2013	Total Obligation Due FY 2013	Paid from Funds OTHER THAN Current Year Property Taxes	Amount Paid by Current Year Debt Service Levy
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
(31)								
(32)								
(33)								
(34)								
(35)								
(36)								
(37)								
(38)								
(39)								
(40)								
(41)								
(42)								
(43)								
(44)								
(45)								
(46)								
(47)								
(48)								
(49)								
(50)								
(51)								
(52)								
(53)								
(54)								
(55)								
(56)								
(57)								
(58)								
(59)								
(60)								
			841,046	285,302	4,231	1,130,579	1,130,579	0

ERRORS LISTING PAGE SCROLL TO VIEW ALL ERROR MESSAGES (You may also print this page)

CONGRATULATIONS! THE BUDGET FILE CONTAINS NO ERRORS IN THE FOUR CATEGORIES

(1)

OPERATING TRANSFERS IN / OPERATING TRANSFERS OUT COMPARISONS

(2)

ENDING YEAR FUND BALANCE / BEGINNING YEAR FUND BALANCE COMPARISONS

0
0

0
0

0
0

(3)

AN ERROR MESSAGE APPEARS IN RED BELOW IF THE BUDGET DOES NOT CONTAIN ALL 3 YEARS OF DATA

(4)

AN ERROR MESSAGE APPEARS IN RED BELOW IF THE "TOTAL OUTSTANDING TIF INDEBTEDNESS INCLUDING INTEREST OWED" SECTION OF THE "TIF DEBT" HAS NOT BEEN COMPLETED AND THE CITY HAS A TIF REVENUES.

ORDINANCE NO. 12-135

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO UNPAID STREET REPAIRS

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

SECTION 1. SECTION MODIFIED. Section 135.09.9 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

135.09 EXCAVATIONS. No person shall dig, excavate or in any manner disturb any street, parking or alley unless such person first obtains a permit therefor as hereinafter provided:

9. Responsibility for Costs. All costs and expenses incident to the excavation shall be borne by the permit holder and/or property owner. Charges remaining unpaid and delinquent 30 days after date on statement shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of the ordinance shall be judged 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 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

APPLICATION FOR TAX ABATEMENT FOR THE
CITY OF CRESTON
FOR QUALIFIED COMMERCIAL REAL ESTATE

PLEASE TYPE OR PRINT:

APPLICANT (Owner of Record): Kent Sinn

STREET ADDRESS: 801 W Townline St

MAILING ADDRESS (if different): _____

CITY: Creston STATE: IA PHONE: 641-782-2882

Name of Other Owners of Record (if any): Julian Sinn

LEGAL DESCRIPTION:

Lot 6, Central PLACE

EXISTING PROPERTY USE:

_____ Single-family Residential

Vacant

_____ Multi-residential (Commercial); Multi-family (includes duplexes)

CURRENT PROPERTY VALUE (from Assessor's Records):

Land Value: \$ 9740⁰⁰ Building Value: \$ 55,000⁰⁰

TYPES OF QUALIFYING IMPROVEMENTS: (Check One)

New Construction on vacant land _____ Replacement of existing structure(s)

_____ Additions to existing structures _____ Rehabilitation of existing structure(s)

BRIEF DESCRIPTION OF PROJECT:

72'x60' Warehouse cold storage

ESTIMATED OR ACTUAL COSTS OF IMPROVEMENTS:

Dollar Value: \$ 55,000⁰⁰ Start Date: 11-1-11

Estimated or Actual Completion Date: 11-21-11
(Circle One)

Please Note: No change may be made once an application is approved and an exemption is granted.

ACKNOWLEDGEMENTS:

1. A copy of the building permit (if required) is attached.
2. The property to which improvements are made to conform to the Creston Zoning Ordinance, and anticipated improvements conform to the Ordinance for Tax Abatement for Qualified Real Estate as adopted on March 8, 1994.
3. The Applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining an exemption from taxes on improvements and/or new construction, and is true and complete to the best of the Applicant's knowledge.

Applicant's Signature: Kent Linn Date: 1-16-12

CITY COUNCIL ACTION:

Approved Resolution Number: _____ Date: _____

Disapproved Date: _____

Reason for Disapproval: _____

COUNTY ASSESSOR ACTION:

Reviewed and Approved Date: _____ Initialed By: _____

Assessed Valuation of Improvements: \$ _____

Reviewed and Disapproved: Date: _____ Initialed By: _____

Reason for Disapproval: _____

NOTIFICATION OF DETERMINATION:

Notification of determination was forwarded to the Applicant on: _____

Notification of determination was forwarded to the City of Creston on: _____

**BUILDING PERMIT UNDER ZONING ORDINANCE OF
CITY OF CRESTON, IOWA**

Permit No. 13-9102

APPLICATION FOR PERMIT

Date 8-8-11

The undersigned hereby makes application to erect or remodel a storage building on
Lot 6 Block Addition Central Place
No. Street
Owned by Kent & Julie Ann Sinn
Address 801 West Townline Phone
Number of rooms Bedrooms Toilets
Material: Exterior wall Interior wall
Foundation concrete Roof metal Floor concrete
Sq. feet: Basement 1st Floor 2nd Floor Garage
Valuation \$ 86,400 Fee \$ 395.00 Type of heat
Ceiling Height: Basement 1st Floor 2nd Floor
Dimensions of Building: Width 72' Depth 60' No. of Stories
Use District C-1 Intended Use commercial Area of Lot

This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

..... Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the purposed building, lot and work, and use to which building is to be placed.

Signed Kent Sinn Applicant

Examined and approved this 8 day of Aug, 2011

D. Dybarger
Administrative Officer

Kevin Kruse

From: David K. Dickinson [dickinsoninc@mchsi.com]
Sent: Tuesday, December 20, 2011 1:23 PM
To: Kevin Kruse
Subject: Controller Cabinet Replacement

Kevin,

A very rough estimate for budgeting purposes to replace the 9 controller cabinets and controllers would be in the \$ 9,000.00 to \$ 11,000.00 range for each. This does not include any consideration for Railroad Pre-empt. That would have to be examined further.

This would include in the cabinet: controller timer unit; six channel conflict monitor unit; conflict monitor harness; main AC power surge arrestor; lamp assembly; duplex GFCI outlet; fan assembly; police door switches: signal on-off, auto-flash, manual control.; tech panel switches: stop time on-off-remote, auto-flash, timer on-off, detector test; terminal block for pedestrian pushbutton when required; cabinet mounting hardware for side of pole mounting.

This does not include any presence detection equipment (loops), or external equipment such as new pushbuttons.

It does include removal of the old cabinet and installation and start-up of the new controller.

A more accurate estimate could be given if we come down and actually look at what you have in place.

If you have any questions, please give me a call.

Thank you,

Dave Dickinson

PH 641-673-3256



Bluffs Electric
1000 1st St
Creston, IA 52424
781-231-1111

DATE

JOB NAME/LOCATION

FAX #/PHONE#

12/15/11

BUDGET PROPOSAL FOR CONTROL CABINET

CONTROL CABINET REPLACEMENT BUDGET PROPOSAL.

PRICE TO INCLUDE:

FURNISH AND INSTALL SIDE OF POLE MOUNTED TRAFFIC SIGNAL CONTROLLER CABINET AND CONTROLLER AT 9 INTERSECTIONS IN CRESTON, IOWA.

PRICE: \$8,750.00 EACH $\times 9 = \$78,750$

RESPECTFULLY SUBMITTED,
JOHN BRUGENHEMKE, PRESIDENT

- Adams - Elm
- Adams - Maple
- Montgomery - Maple
- Montgomery - ELM
- CLARK - ELM
- ELM - Montpelier
- Elm - Devoe
- Elm - Prairie
- Summit - Cherry

Submitted
12/15/11

TABLE 1
ESTIMATED PROJECT COST - QUIET ZONE
ELM STREET CROSSING
CITY OF CRESTON
JUNE 2, 2008

Description	Unit	Estimated Quantity	Unit Price	Extended Price
<i>Elm Street Crossing</i>				
Pavement Removal	SY	330	\$ 22.00	\$ 7,260
Median - North 15' x 10" x 60'	LS	xxxx	xxxx	\$ 7,250
Median - South 4' x 10" x 100'	LS	xxxx	xxxx	\$ 9,750
Median - Middle 4' x 10" x 74'	LS	xxxx	xxxx	\$ 7,500
Curb and Gutter	LF	215	\$ 25.00	\$ 5,375
Pavement Markings & Signage	LS	xxxx	xxxx	\$ 8,500
Sidewalk Approach Northeast Side	SF	280	\$ 5.00	\$ 1,400
Sidewalk at Switchbacks	SF	1,760	\$ 5.00	\$ 8,800
Chain Link Fence	LF	480	\$ 30.00	\$ 14,400
Traffic Light Controls* <i>TO THE RR LIGHTS to Creston ADDITIONS ST</i>	LS	xxxx	xxxx	\$ 21,000
Seeding	LS	xxxx	xxxx	\$ 500
Contingencies, 10% of Construction				\$ 9,165
Total Estimated Construction Cost - Elm Street Crossing				\$ 100,900
Traffic Control				\$ 4,000
Railroad Flagger and Insurance				\$ 10,000
Legal, Administration				\$ 3,000
Engineering - Design Phase				\$ 12,100
Engineering - Construction Phase				\$ 6,100
TOTAL ESTIMATED PROJECT COST - ELM STREET CROSSING				\$ 136,100

*NOTE: Does not include adjustment of response time between the railroad signal and traffic signals

62-10

*Fed #
OCT 1, 2012
90-10
GRANT CITY*

Proposed City Policy

The city council has adopted a policy that will allow city employee's that are also volunteer fire fighters to respond to emergencies during working hours, as long as it doesn't adversely affect their primary job.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER (CITY OF CRESTON, IOWA)
AND
ENGINEER (GARDEN & ASSOCIATES, LTD.)
FOR PROFESSIONAL SERVICES FOR
COTTONWOOD STREET
SUBDIVISION PROJECT
CRESTON, IOWA**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



**AMERICAN CONSULTING
ENGINEERS COUNCIL**



**National Society of
Professional Engineers**
Professional Engineers in Private Practice



**AMERICAN SOCIETY OF
CIVIL ENGINEERS**

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJDC Users Guide, No. 1910-50.

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 1, 2012 ("Effective Date") between The City of Creston, Iowa ("OWNER") and Garden & Associates, Ltd. – Creston, Iowa ("ENGINEER").

OWNER intends to develop approximately 50 acres east of Cottonwood Street and north of Adams Street into approximately 50 single family and low density multi-family residential lots ("Project"). OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased.

at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

~~A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or

responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's

performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not

intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the insured or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revise deductibles that are more protective than those specified

in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this

paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be

encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and

ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form

and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the

date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to

Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and

"substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. Supplementary Conditions--That part of the Contract Documents which amends or supplements the General Conditions.

41. Total Project Costs--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than

strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 4 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

~~E. Exhibit E, "Notice of Acceptability of Work," consisting of pages.~~

~~F. Exhibit F, "Construction Cost Limit," consisting of pages.~~

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 pages.

~~I. Exhibit I, "Allocation of Risks," consisting of pages.~~

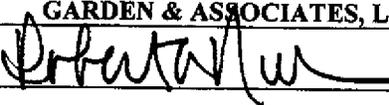
J. Exhibit J, "Special Provisions," consisting of pages.

~~K. Exhibit K, "Required Contract Provisions" consisting of 3 pages.~~

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
CITY OF CRESTON, IOWA	GARDEN & ASSOCIATES, LTD.
By:	By: 
Title: Mayor	Title: President
Date Signed:	Date Signed: 1/16/12
Address for giving notices:	Address for giving notices:
116 W. Adams	P.O. Box 451
Creston, IA 50801	1701 3rd Avenue East, Suite 1
	Oskaloosa, IA 52577
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
Michael Taylor	Robert A. Nielsen, P.E.
Title: City Administrator	Title: President
Phone Number: (641) 782-2000	Phone Number: 641- 672-2526
Facsimile Number: (641) 782-6377	Facsimile Number: 641-672-2091
E-Mail Address: mike@crestoniowa.org	E-Mail Address: email@gardenassociates.net

This is EXHIBIT A, consisting of 9 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated February 1, 2012.

Initial:
OWNER _____
ENGINEER KAN

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase (Deleted)*

~~A. ENGINEER shall:~~

- ~~1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.~~
- ~~2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate viable and practical alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables:—~~
- ~~7. Furnish ___ review copies of the Report to OWNER within ___ days of authorization to begin services and review it with OWNER.~~
- ~~8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish ___ final copies of the revised Report to the OWNER within ___ days after completion of reviewing it with OWNER.~~

~~B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.~~

A1.02 *Preliminary Design Phase*

A. After ~~acceptance by OWNER of the Report~~, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, ~~preliminary drawings, outline specifications and written descriptions of the Project.~~
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Prepare preliminary subdivision plat in accordance with City of Creston Subdivision Ordinance.
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 60 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the Statewide Urban Design and Specification (SUDAS).
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Prepare final subdivision plat in accordance with the City of Creston Subdivision Ordinance.

- b. Prepare IDNR construction permit application for the water main and sanitary sewer permits.
- c. Prepare the NPDES Storm Water Discharge Permit.

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit 5 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 30 days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, ~~attend pre-Bid conferences, if any,~~ and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: **NONE**.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (~~except as may be required if Exhibit F is a part of this Agreement~~).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.O.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER

responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: NONE.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.

3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables: **NONE**.

6. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

7. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional ~~Study and Report Phase~~ alternative solutions beyond those identified in ~~paragraph A1.01.A.4.~~

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, ~~except when such assistance is required by Exhibit F.~~
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- ~~18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.~~
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in

evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated February 1, 2012.

Initial:

OWNER _____

ENGINEER KAN

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B.2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the ~~pre-bid conference~~, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

R. Perform or provide the following additional services: **NONE**

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated February 1, 2012**.

Initial:
OWNER _____
ENGINEER WAN

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 For Basic Services Having A Determined Scope - Standard Hourly Rates Method of Payment

A. OWNER shall pay ENGINEER for Preliminary Design Phase and Final Design Phase Services as set forth in Exhibit A, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under paragraph C4.01.A is estimated to be \$75,000 based on the following distribution:

a. Preliminary and Final Design Phase (includes platting)	\$72,500
b. Bid Phase	<u>\$2,500</u>
	\$75,000

4. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5. The total estimated compensation for ENGINEER's services included in the breakdown by

phases as noted in paragraph 4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to ENGINEER.

8. The Standard Hourly Rates Method of Payment is conditioned on Contract Times to complete the Work not exceeding N/A months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

9. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ 5,000 for all Basic Services for each prime contract added.

10. If after completion of Preliminary and Final Design Phase services, OWNER decides to proceed with completion of the Project, OWNER and ENGINEER will negotiate fees for Construction Phase Services including services of ENGINEER'S Resident Project Representative.

C4.02 For Basic Services Having An Undetermined Scope -- Standard Hourly Rates Method of Payment

A. OWNER shall pay ENGINEER for Basic Services having an undetermined scope as follows:

1. Resident Project Representative Services. For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05A.2.a of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph will be as follows: N/A

2. Post-Construction Phase Services. For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be N/A.

C4.03 For Additional Services

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. Serving as a Witness. For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$ 1,000.00 per

day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.06.

C4.04 For Reimbursable Expenses

A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.00.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 Standard Hourly Rates

A. Standard Hourly Rates are set forth in Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. The Standard Hourly Rates will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to ENGINEER.

C4.06 For ENGINEER's Consultant's Charges

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.00.

C4.07 Factors

A. The external Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 Other Provisions Concerning Payment

A. Progress Payments. The portion of the amounts billed for ENGINEER's services which are related to the services identified in paragraphs C4.02 and C4.03, will be during the billing period based on the cumulative hours charged to the Project by each class of ENGINEER's employees times the Standard Hourly Rate for each class plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

B. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the

period identified in paragraph C4.01, payment for ENGINEER's services shall be continued based on the Standard Hourly Rates Method of Payment.

C. Estimated Compensation Amounts

1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated February 1, 2012.

Initial:
OWNER
ENGINEER YAN

ENGINEER's Hourly Rate Schedule and Reimbursable Expenses

Current agreements for engineering services stipulate that the Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Hourly Rates and Reimbursable Expenses for services performed on the date of the Agreement are:

2011 RATE SCHEDULE

<u>Classification</u>	<u>Rate Per Hour</u>
Principal Engineer	\$116.00
Project Manager	\$111.00
Engineer 1	\$102.00
Engineer 2	\$ 98.00
Engineer 3	\$ 86.00
Engineer 4	\$ 83.00
Engineer 5	\$ 74.00
Surveyor 1	\$ 98.00
Surveyor 2	\$ 90.00
Surveyor 3	\$ 75.00
Technician 1	\$ 79.00
Technician 2	\$ 74.00
Technician 3	\$ 68.00
Technician 4	\$ 65.00
Technician 5	\$ 57.00
Technician 6	\$ 46.00

REIMBURSABLE EXPENSES

Mileage, Per Mile	\$ 0.50
Printing, Per Square Foot	\$ 0.25
Printing – Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying – Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 40.00
Robotic Total Station Equipment, Per Hour	\$ 40.00
ATV GPS Mapping, Per Hour	\$100.00

OTHER REIMBURSABLE EXPENSES

1. Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
2. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Rate Schedule effective March 1, 2011 through February 28, 2012. The Rate Schedule shall be subject to change each March 1st of each year this agreement is in effect.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated February 1, 2012.**

Initial:

OWNER _____

ENGINEER PAJ

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated December 1, 2008.**

Initial:
OWNER _____
ENGINEER IAN

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|---|---|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ <u>1,000,000</u> |
| 2) Disease, Policy Limit: | \$ <u>1,000,000</u> |
| 3) Disease, Each Employee: | \$ <u>1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence and Annual Aggregate | \$ <u>2,000,000</u> |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ <u>N/A</u> |
| 2) Property Damage: | |
| a) Each Accident | \$ <u>N/A</u> |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ <u>1,000,000</u> Combined Single limit. |
| f. Other (specify): | |
| <u>Errors and Omissions</u> | \$ <u>2,000,000</u> Annual Aggregate Limits of \$1,000,000 per claim. |

2. By OWNER:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident	\$ <u>1,000,000</u>
2) Disease, Policy Limit	\$ <u>1,000,000</u>
3) Disease, Each Employee	\$ <u>1,000,000</u>
c. General Liability --	
1) General Aggregate:	\$ <u>1,000,000</u>
2) Each Occurrence (Bodily Injury and Property Damage):	\$ <u>1,000,000</u>
d. Excess Umbrella Liability --	
1) Each Occurrence:	\$ <u>1,000,000</u>
2) General Aggregate:	\$ <u>1,000,000</u>
e. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	\$ <u>1,000,000</u>
2) Property Damage:	
a) Each Accident	\$ <u>1,000,000</u>
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	\$ <u>N/A</u>
f. Other (specify):	
<u>NONE</u>	\$ <u>N/A</u>

B. *Additional Insureds*

~~1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:~~

a. _____
~~ENGINEER~~

b. _____
~~ENGINEER'S CONSULTANT~~

c. _____
~~ENGINEER'S CONSULTANT~~

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 1, 2012.

Initial:
OWNER _____
ENGINEER YAN

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

A. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by mediator agreed upon by both parties to this Agreement.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated February 1, 2012.**

Initial:

OWNER _____

ENGINEER PAW

Special Provisions

- A. Standard Form of Agreement is amended to include the following agreement(s) of the parties:
 - 1. Article 5 Opinions of Cost: Delete paragraph 5.02.A. in its entirety.
 - 2. Article 8 Exhibits and Special Provisions: Delete Exhibit E, Exhibit F, Exhibit I, and Exhibit K.
- B. Exhibit A to the Agreement is amended to include the following agreement(s) of the parties:
 - 1. Section A1.01 Study and Report Phase is deleted in its entirety from this agreement.
- C. Services associated with section A 1.05, Construction Phase of Exhibit A are not included in this agreement.
- D. Services associated with section A 1.06, Post-Construction Phase are not included in this agreement.



T&L Properties, LLC

PO Box 456 Granger, IA 50109
515-999-9160 1-800-394-1288
515-999-2018 fax

January 25, 2012

To Whom It May Concern:

T&L Properties, on behalf of the Hotel Iowana, LP, ask to request that the two parking spots located west of the Maple Street and Montgomery Street intersection (on the north side) be converted over to a loading zone for the Iowana Apartments. If there are any questions in regards to this request, please feel free to contact me directly at (515) 205-6176. Thank you.

A handwritten signature in cursive script that reads "Kristin Studer".

Kristin Studer
Operations Manager
T&L Properties, LLC
PO Box 456
Granger, IA 50109
(515) 205-6176



EQUAL HOUSING OPPORTUNITY This Institution is an Equal Opportunity Provider

Small Town Sign Replacement Program

The Iowa Department of Transportation has reorganized its Small Town Sign Replacement Program to provide signs to communities in Iowa with populations of 5,000 and under. In an effort to focus resources on safety, the program is now offering to replace deficient, damaged or obsolete STOP, STOP AHEAD, YIELD, DO NOT ENTER, One-Direction Large Arrow and Two-Direction Large Arrow signs. Posts and fasteners will also be provided upon request for each sign if needed. In this program, individual cities may receive signs, posts and fasteners up to a total of \$5,000 in value.

Signs made available through this program are being provided as replacements for signs already in place. This program does not provide signs for new installations.

Cities will assess needs and submit application -- Each applicant city will be required to perform an assessment of their sign needs by identifying deficient, damaged or obsolete signs. Cities will also need to verify existing signs are properly located and mounted at the correct height according to specifications provided. This exercise is necessary for a city to determine the length of replacement posts and to assure replacement signs are properly installed.

Applications will be submitted to the Iowa Department of Transportation's Office of Traffic and Safety where the program is administered.

Once an application is approved, the Iowa DOT will provide the signs, posts and hardware and the city will be responsible for their proper installation.

Application information and guidance is available to applying cities on the web site listed below or will be sent to cities by mail upon request. The packet in which this note is included should contain all the documents and information to submit an application.

An outline of the documents in the Application Packet is provided below.

Questions

There will inevitably be questions to be answered. We encourage participants in this program to contact the program coordinator with any questions you might have.

Program Coordinator

Jeff Stratton, Office of Traffic and Safety, Iowa Department of Transportation, Ames, IA 50010

Phone: 515-239-1154

General Office Phone 515-239-1557

Fax: 515-239-1891

Email: <mailto:jeff.stratton@dot.iowa.gov>

Website: <http://www.dot.state.ia.us/traffic/smalltownsign.htm>

The Application Process (5 Steps)

- 1. Identify signs and posts in need of replacement.**
- 2. Determine proper locations for signs.**
- 3. Determine the length of each sign post.**
- 4. Fill out application.**
- 5. Submit a resolution.** As part of the application, a resolution must be prepared and submitted to the city council of the applying city for their approval. The approved resolution must then be submitted to the Iowa DOT with the application to be eligible for approval.

Submit Applications to:

**The Small Town sign Replacement Program
Office of Traffic and Safety
Iowa Department of Transportation
Ames, IA 50010**

Project Coordinator: Jeff Stratton

Phone: 515-239-1154 General Office Phone 515-239-1557 Fax: 515-239-1891

Email: jeff.stratton@dot.iowa.gov

Website: <http://www.dot.state.ia.us/traffic/smalltownsign.htm>

What Happens Next

Application Approval --- Once the application and an approved **resolution** have been received and reviewed by the Office of Traffic and Safety, notification of approval or approval with modifications will be sent to the applicant. This notice of approval will confirm your city's request.

Shipping of Materials --- Signs will be shipped to the DOT maintenance shop nearest to the applying city. Upon arrival, the applicant will then be notified of the arrival of the shipment and where it may be picked up. Depending on availability of inventory, shipments should arrive about 6 to 8 weeks after the application is approved.

Installation of Signs --- Because it is the desire of the Department for these signs to be installed in a timely manner, there will be a required **final installation date** specified when the order is shipped. Normally it is expected that signs will be installed within 120 after shipment. During winter months, however, extensions will be allowed.

Small Town Sign Replacement Program

Application Packet

Below you will find an outline listing documents you will need to apply for the Small Town Sign Replacement Program. These documents in the Application Packet appear in order listed following this page.

If you have any addition questions feel free to contact the program administrator. Contact information may be found at the bottom of the Application Information Sheet

Application Materials – (The documents that must be submitted in an application are listed below in *italics*.)

The Application Process

Application Information Sheet

City Council Resolution

Request for Signs and Signposts (page 1)

Request for Signs and Signposts (additional pages)

Sign and Signpost Inspection and Request Guidance

Sign and Signpost Inspection Sheet

Sign Inspection Guidelines

Signpost Inspection Criteria

Materials List

Sign Location and Mounting Height Guidance

Proper Sign Location Orientation and Maintenance

MUTCD References for Signs Provided by the Program

Stop Sign Placement

Sign Mounting Heights (Urban and Rural)

Post Length Determination and Post List

Calculating Sign Post Lengths (Urban Examples)

Calculating Sign Post Lengths (Rural Examples)

Posts Available Through the Program

Sign Post Installation Guidelines

Installation of Wood Signposts

Installation of Square Tubing (Telespar is stocked by Iowa DOT)

Additional Square Tubing Installation Information

Iowa Department of Transportation
Small Town Sign Replacement Program 2007

Date _____

Application Information Sheet

Contact Information

Applicant City Name

First Name (Contact)

M.I.(Contact)

Last Name (Contact)

Title (Contact)

Email Address

Business Phone # () - ext.

Mailing Information

Address1

Address2

City (Mailing Address)

State

Zip

**Send to: Small Town Sign Replacement Program
Program Administrator
Office of Traffic and Safety
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010**

The program coordinator may be reached at 515-239-1154

AKIN BUILDING CENTERS

604 Sheldon
Creston, Iowa 50801

(641)-782-3310 Phone
(641)-782-3234 Fax

To: Attn: Mike Taylor **From:** Deanna

Fax: 641-782-6377 **Pages:** 26 with cover sheet

Phone: **Date:** 2/3/12

Re: Bills for Habitat for next City Council Mtg **CC:**

- Urgent For Review Please Comment Please Reply Please Recycle

Mike-

Attached are the bills for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen
 Akin Building Center
 604 Sheldon Ave
 Creston, IA 50801
 641-782-3310
 641-782-3234

4,450.16

**COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT - Housing**

Recipient: City of Creston
 Contract Number: 09-HSG-022
 Report Number: 6
 Period Ending: 01/31/12

ACTIVITY CODE/TITLE	Federal CDBG Budget	CURRENT EXPENDITURES			TOTAL
		Expended Since Last Report	Less Program Income Applied	CDBG Reimbursable	CDBG Requested to Date
97 Rehabilitation	\$300,000	\$5,590			\$69,654
0181 ADMIN	\$20,000	\$0			\$0
TOTALS	\$320,000	\$5,590			\$69,654
Less: IDED Funds Received					\$64,064
Less: IDED Payments Pending					\$0
NET REQUEST					\$5,590

LOCAL FINANCIAL INFORMATION				List of Addresses requesting funds:		
ACTIVITY CODE	Current Budget	Expended Since Last Report	Expended to Date	General Administration		
				Technical Services		
97-Rehabilitation	\$24,000	\$0	\$9,000	Lead Administration		
				406 N. Poplar		\$1,498.00
				406 N. Poplar / Lead		\$4,020.00
				Interest on Line of Credit		\$72.00
TOTAL	\$24,000	\$0	\$9,000		Total	\$5,590

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY FY 12		General Accounting Expenditure						DOCUMENT NUMBER								
		DATE 1/31/12		ACCTG PERIOD (mm/yyyy) 01/12												
VENDOR CODE				AGENCY NAME												
VENDOR NAME AND ADDRESS City of Creston City Hall 116 W. Adams St. - PO Box 449 Creston, IA 50801				BILL TO ADDRESS (ORDERING AGENCY) Iowa Department of Economic Development 200 E. Grand Ave. Des Moines, Iowa 50309				SHIP TO ADDRESS								
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED								
QUANTITY				VENDOR'S INVOICE NUMBER Report Number: 6				DATE		INITIALS						
ORDERED	RECEIVED	UNIT OF MEASURE	Request for Payment under CDBG Housing Contract Number: 09-HSG-022						UNIT PRICE	TOTAL PRICE						
										\$5,590.00						
CLAIMANT'S CERTIFICATION								DOCUMENT TOTAL								
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE 02/07/12 TITLE Mayor								AGENCY CERTIFICATION								
I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)								\$5,590.00								
CLAIMANT'S SIGNATURE								AUTHORIZED SIGNATURE								
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX		DOC NUMBER		DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE 0		ADDR OVERRIDE	F/A INDICATOR	EFT IND Y	TEXT -po's only (Y/N)			TEXT (po's only)								
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE	COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT						
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	VD	DESCRIPTION	AMOUNT	VD	PF
01	0340	269	4810				4125									
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL											0.00					

GAX

WARRANT #

AUDITED BY

[]

PAID DATE

[]



1774 Lark Avenue (PO Box 227) Creston, IA 50801
Phone/Fax: 641-347-5022 email: recycle@iowatelecom.net

Notice of Special Meeting

February 8, 2012

6:30 PM @ SWCC Room 180

PSWA Members: Curt Angell (Cromwell), City of Thayer, Jack Kilpatrick (Lorimor), Jeff Burger (Afton), Mike Fry (Arispe), Shawn Eads (Macksburg), Terry Gilbert (Shannon City), Ron Riley (Union Co), Larry Wagner (Creston).
Others: PSWA Manager - Amy Schultes.

Agenda

1. Approve agenda (motion)
2. GGI Waste to Energy presentation
3. Questions by PSWA board
4. Questions open to public
5. Adjourn (motion)

**Minutes of Gibson Memorial Library Board of Trustees
Monday, December 5 2011 – at Gibson Memorial Library, Creston, IA**

Chairperson Ann Coulter called meeting to order at 5:15 p.m.

Roll Call: Ann Coulter, Ed Ritter, Jean Ide, Karin Coleman. Also present: Librarian Marilyn Ralls.

Consideration of Agenda:

Karin moved to **accept the agenda**; Ed seconded the motion. Motion passed.

Minutes: Minutes from previous meeting not available.

Bills:

Ed moved to **pay the bills**; Jean seconded the motion. Motion passed.

Finance Report:

Reviewed finance reports. \$222 was raised from wreath silent auction. Money will be used for new movie screen. Coffee guys are now over \$15,000 in donations.

Director's Report:

Marilyn reported that stats were down a little for November.

Marilyn will attend instructional class for filling out forms for e-rate on the phone bill. She also reported that the elevator phone is in working order.

It was decided that due to the holidays, the Board would next meet on Monday Jan 9, 2012.

Old Business:

Building relocation –Ann took photos of the giving board at GRMC for names of potential donors. She has also been working on the business plan.

No progress report from Scott Larson/Strawhecker, but Marilyn said that Scott does want to meet with area youth groups. The Board agreed that they would appreciate more frequent progress reports from Scott and his attendance at the Board's monthly meetings.

New Business:

Reviewed budget for next fiscal year for submission.

Meeting was adjourned at 6:25 p.m.

Next meeting will be Monday, January 9, at 5 p.m. at the Library.

Minutes respectfully submitted by Karin Coleman.

Karin Coleman

Minutes of Gibson Memorial Library Board of Trustees
Monday, October 3, 2011 – at Gibson Memorial Library, Creston, IA

Chairperson Ann Coulter called meeting to order at 5:00 p.m.

Roll Call: Ann Coulter, Ed Ritter, Calvin Huffman, Jean Ide, Karin Coleman. Also present: Librarian Marilyn Ralls, and Scott Larson from Strawhecker.

Consideration of Agenda:

Calvin moved to **accept the agenda**; Ed seconded the motion. Motion passed.

Minutes: Minutes from previous meeting not available.

Bills:

Jean moved to **pay the bills**; Calvin seconded the motion. Motion passed.

Finance Report:

Report was for the end of August. Marilyn mentioned the 411 budget needs to be revised due to fundraising costs.

Director's Report:

Very busy. Over 600 checkouts and over 80 for no/print.

Marilyn and several staff members plan to attend ILA Conference.

Next week is the Friends of the Library Week. They have many activities planed including a chocolate walk and they plan to give out books and pencils to school children.

Old Business:

Haunted House. Karin moved to allow the group of EAST students to use the north part of building for a haunted house; Jean seconded the motion. Motion passed.

Building relocation –Ann mentioned that she thought the broken window had been repaired. Marilyn noted the positive article in Creston News Advertiser. Scott Larson from Strawhecker distributed a progress report. Scott stated that several committee will be formed, including the steering committee, and he will be asking for committee leaders. He suggested developing a gift policy. Scott will develop a campaign timeline and organization chart. Ann suggested having a business plan. She also made a list of points that could come up for discussion regarding the relocation. Ann showed a slide show from the Franklin Library. Ann thought there may be a grant opportunity from the state for monies for a needs analysis.

Access Point for Iowa Workforce - Marilyn said that there would not be a contract and Iowa Workforce would be responsible for all hardware and software. Karin moved to allow Iowa Workforce to use the library for their Access Point service; Ed seconded the motion. The motion passed.

Service Fee Policy – after reviewing the Service Fee Policy, the Circulation Policy, and the Overdue Policy, the board found redundancy. The board suggested that Marilyn try to combine to policies into one cohesive policy.

Genealogy Policy – after review, the board found that the policy needs additional editing to clarify some issues.

New Business:

No new business

Meeting was adjourned at 6:30 p.m.

Next meeting will be Monday, November 7, 2011, at 5 p.m. at the Library.

Minutes respectfully submitted by Karin Coleman.



Park and Recreation Board
Meeting Minutes
Tuesday, January 17, 2012

The Park and Recreation Board met in regular session. Attending where: John Kawa, Jane Brown, Gary Borcharding, Mark Huff, Teri Koets, Chris Lane, Todd Kinkade and Rich Paulsen.

The Board approved the minutes of the January 3, 2012 meeting.

Motion--Kawa

Second--Brown

All voted aye. Motion carried.

The Board reviewed claims/payments through January 18, 2012

The Board approved payment to United Bank and Tile in the amount of \$48.15 from the McKinley Park Restricted Gift Fund.

Motion--Kawa

Second--Brown

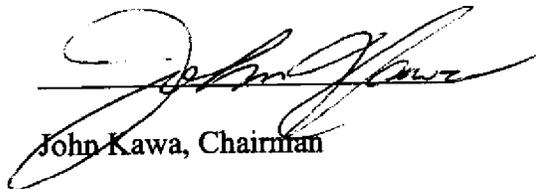
All voted aye. Motion carried.

Todd Kinkade updated the Board on the status of the concert preparations.

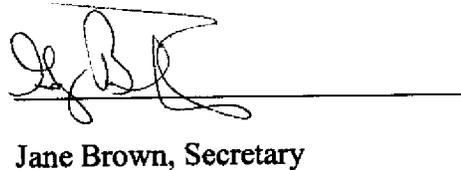
The board discussed a tentative schedule for the comedy/dinner show on March 3, 2012.

The next meeting is scheduled for Tuesday, January 24, 2012 at 5:30pm in the Mealsite at the Restored Depot.

The meeting adjourned at 6:55pm.



John Kawa, Chairman



Jane Brown, Secretary

Park and Recreation Board
Meeting Minutes
Tuesday, January 3, 2012

The Park and Recreation Board met in regular session. Attending where: John Kawa, Mark Huff, Jane Brown, Gary Borcharding, Rich Paulsen, Victoria Brammer, and Todd Kinkage.

The Board approved the minutes of the December 13, 2011 meeting.

Motion--Kawa

Second--Brown

All voted aye. Motion carried

The Board reviewed claims/payments through January 4, 2012.

The Board discussed the January 28, 2012 Bowling Tournament.

The Board reviewed the contract for the group Foghat. The contract asked for 50% down payment, \$7,500 and another 50% the night of the concert. Motion was made by Kawa to approve payment of \$7,500 to Paradise Artists from the McKinley Park Restricted Gift Fund.

Second--Brown

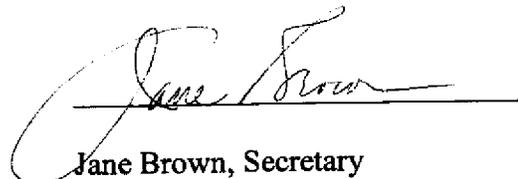
All voted aye. Motion carried.

The Board discussed the Comedy Show/Dinner on March 3 at the Eagles Club. Gift Baskets to be auctioned off the night were discussed.

The next meeting is scheduled for Tuesday, January 17, 2012 at 5:30pm in the Mealsite at the Restored Depot.

The meeting adjourned at 6:45pm.


John Kawa, Chairman


Jane Brown, Secretary

Minutes Prairie Solid Waste Agency Meeting

Prairie Solid Waste Agency (PSWA) met on Wednesday, January 4, 2012 at 5:15 PM at PSWA office. The following members were in attendance: Terry Gilbert (Shannon City), Shawn Eads (Macksburg), Ron Riley (Union County), Curt Angell (Cromwell) and Larry Wagner (Creston). Others: Amy Schultes, Manager, Brian Campbell, Nancy Loudon, Dennis Brown, and Greg Eshelman from City Carton.

Schultes opened the meeting at 5:15 PM. Eads made the motion to approve the agenda. Second by Wagner. All ayes, motion carried.

Schultes lead the election of officers. Wagner made the motion to elect Terry Gilbert as chair. Second by Eads. All ayes, motion carried. Gilbert made the motion to elect Ron Riley as vice-chair. Second by Eads. All ayes, motion carried.

Introductions were given along with a sign in sheet. Wagner made the motion to approve the minutes for December 7, 2010 with the correction of Shawn Eads name. Second by Eads. All ayes, motion carried.

Schultes presented the claims:

Old:

US Cellular – phone - \$63.07

New:

Wellmark Blue Cross – insurance - \$1789.35

ISSB – deposit slips - \$5.00

Office Machines – ink - \$290.68

Amy Schultes – office supplies - \$69.99

Afton Star – publications - \$79.15

Windstream – phone - \$134.89

Barker Lemar – engineering - \$871.52

Barker Lemar – engineering - \$868.75

GRP – misc contractor - \$52.50

Alliant Energy – electric - \$500.00

Casey's – truck fuel - \$78.30

Carolina Software – office main. -\$250.00

City Carton – recycling processing - \$631.80

IDNR – quarterly fees - \$18,873.89

Brian Gay – hauling - \$41,850.92

Brain Gay – operations - \$5,000

Metro Waste – tipping fee -\$20,404.28

Wagner made the motion to approve the claims as presented. Second by Eads, All ayes, motion carried. Schultes requested an approval for the purchase of new accounting software. Riley made the motion to approve. Second by Eads. All ayes, motion carried.

Schultes presented the fund balances given by the Union Co Treasurer. Wagner made the motion to approve the fund balances with the changes of Account # 4965 and #4967 noted last month. Second by Riley. All ayes, motion carried. Wagner approved the transfer of \$95,056.00 from PSWA to Union Co. Second by Angell. All ayes, motion carried.

Riley made the motion to have Nancy Loudon and Larry Wagner on Fiscal year 2012-2013 budget committee. Second by Eads. All ayes. Motion carried.

PSWA received a letter from City Carton inquiring what the future is going to look like for recycling. There was discussion. Schultes called Daryl Russ requesting they tell us what they can do to increase tonnage at the recycling center. Daryl said he would get back to ASAP. Wagner made the motion to table until we received more information. Second by Riley. All ayes. Motion carried.

There was discussion on GGI's waste to energy plant. The board would like to continue look into this but still has lots of unknowns like engineers input, business plan, etc. The board would like Schultes to set up a public meeting to help all of our customers to understand what PSWA will need to do.

Schultes reported Brian Gay hauled 1579.28 tons to Metro for the month of December

Wagner made the motion to adjourn at 7:20 PM. Second by Eads. All ayes, motion carried.