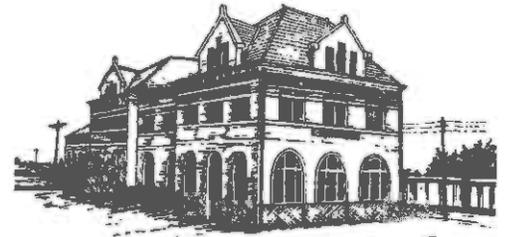


City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

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

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, October 15, 2013
6:00 p.m.
10/11/2013 12:42 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:** October 1, 2013 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims** - \$342,904.34
 3. **Licenses:** Adams Street Espresso – Class B Native Wine Permit Renewal, Eagles – Class C Liquor License w/Sunday Sales Renewal
 4. **Parade Permit:** Creston Chamber of Commerce – Lighted Christmas Parade
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 a Public Hearing for Tuesday, November 5, 2013, at 6 p.m. for the purpose of accepting comment on an application for a CDBG Grant for North Side Sanitary Sewer Improvements
 2. Resolution to set a Public Hearing for Tuesday, November 5, 2013, at 6 p.m. for the purpose of accepting comment on Ordinance 14 – 148 in The Code of Ordinances of the City of Creston, Iowa, 1996, by amending Chapter 62 – General Traffic Regulations, Section 62.01 – Violation of Regulations, Sub-Sections 1 – 18 – provisions pertaining to speed regulations
 3. Resolution to approve Engineering Service Contract with Snyder & Associates for Hurley Creek Improvement Project based on recommendation of Park & Recreation Board
 4. Resolution to special assess nuisance abatement charges due to non-payment by property owners
 5. Resolution to set a Public Hearing for Tuesday, November 5, 2013, at 6 p.m. for an easement request to place a metal carport in City right of way in front of 1102 N Walnut
 6. Resolution to approve placement of new street light in 800 block of North Lincoln Street
 7. Resolution to acquire abandoned property at 302 ½ S. Birch via Iowa Code 657A.10A

8. Motion to approve requested street closings for the Lighted Christmas Parade and Fireworks Display on Thursday, December 5, 2013 from 6 p.m. until parade is finished and from 7 p.m. until fireworks are finished

8. Other

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL OCTOBER 1, 2013

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, Vandevender, Wagner, Wilson, Levine, Winborn and White.

Mayor Woods presented Council with the agenda and added the following verbiage to Item #4: Resolution to approve purchase of real estate located at 300 W. Adams Street "*subject to lien and title search.*"

Winborn moved seconded by Wilson to approve the agenda as edited. All voted aye. Motion declared carried.

Wilson moved seconded by Vandevender to approve the consent agenda, which included approval of minutes of September 17, 2013, regular meeting; claims of \$133,142.01 and fund transfers of \$96,518.51; parade permit for YACC – World's Shortest Parade. All voted aye. Motion declared carried.

During Public Forum, Melvin Scadden, 411 N. Vine, asked why the public hearing was deleted from the agenda. Mayor Woods explained that when the City is purchasing property, it is not a requirement to hold a public hearing, as it is when the City is selling property.

Fire Chief Todd Jackson stated that next week is Fire Prevention Week and invited everyone to attend their Open House on Wednesday, October 9, from 5 p.m. to 7 p.m. for their Annual Free Pancake Supper. The Creston Fire Department and Southwestern Community College have partnered together and will be presenting a live fire and sprinkler demonstration. The Creston Fire Department was awarded a \$1,500 grant through the Home Fire Sprinkler Coalition to increase its home fire-sprinkler education locally.

A resolution was offered by Wilson seconded by Loudon to accept Calhoun-Burns and Associates, Inc., as the engineering firm for the Adams Street Bridge Replacement Project and request an Engineering Agreement for review and authorize the Mayor and Clerk to execute the proper documentation. Vandevender, Wagner, Wilson, Levine, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to acquire abandoned properties at 307 N. Division, 309 N. Division, 602 W. Montgomery and 610 W. Mills Streets via Iowa Code 657A.10A and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Vandevender, Wagner, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve an E-Submission Service Agreement between Iowa Land Records and the City of Creston and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve the purchase of real estate located at 300 W. Adams Street for \$4,000.00 subject to lien and title search and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Vandevender, Wagner, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Winborn seconded by Wilson to approve the hiring of and authorize the use of our Certified Police Officer Bonus Program with Shannon Arends as Police Officer contingent upon successful completion of the MMPI & MFPRSI Physical and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Vandevender, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Vandevender to approve the Engineer's Statement of Completion for the Airport Fencing Improvements Project and Final Payment of \$7,687.00 be paid to Des Moines Steel Fence Co. and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, Winborn, White, Loudon and Vandevender voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn authorizing the Mayor to sign a DNR Wildland Fire Grant Application and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Vandevender, Wagner, Wilson, Levine and Winborn voted aye. Resolution declared passed.

Ellen Gerharz, Executive Director of the Creston Chamber of Commerce, gave an overview of the accomplishments and activities the Chamber has done recently and over the past years. In order to continue meeting these accomplishments, they need funding assistance to keep moving forward. The City of Creston has contributed to the Chamber over the last several years and the Chamber is requesting their assistance for the upcoming year.

A resolution was offered by Wilson seconded by Loudon to approve a request of \$12,500 funding to be paid in quarterly increments to Creston Chamber of Commerce and authorize the Mayor and Clerk to execute the proper documentation. Vandevender, Wagner, Wilson, Levine, Winborn, White and Loudon voted aye. Resolution declared passed.

Ellen Gerharz also gave an overview of the Chamber of Commerce's 2014 Tourism Marketing & Promotion Budget and explained what types of advertising and marketing strategies they use to bring tourism to the area. Each year, the City of Creston contributes to the Tourism Marketing & Promotion Budget, and this year the Chamber is requesting \$18,751.00 from the Hotel/Motel Fund to cover these expenses.

A resolution was offered by Wilson seconded by White to approve a request of \$18,751 from the Hotel/Motel Fund for the Creston Chamber of Commerce's 2014 Tourism Marketing & Promotion Budget and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by White seconded by Wilson to approve a Proposal and Letter of Agreement for Professional Design Services for a facility condition evaluation on the Restored Depot and authorize the Mayor and Clerk to execute the proper documentation.

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

Jeremy Rounds, SICO Regional Planner, spoke to Council regarding a WIRB Grant he would like to apply for on behalf of the Creston Park & Recreation Board for the purpose of improving the Hurley Creek area.

A resolution was offered by White seconded by Vandevender to approve Jeremy Rounds of SICO to make application for a \$300,000 WIRB Grant for improvements to Hurley Creek and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, Winborn, White, Loudon and Vandevender voted aye. Resolution declared passed.

Wagner moved seconded by Wilson to approve a temporary street closing request by Consolidated Materials to close the north end of the 800 block of South Vine Street on October 10, from 9 a.m. to 4 p.m. for an Open House. All voted aye. Motion declared carried.

Wagner moved seconded by Wilson to approve a temporary street closing request by the Youth Answering the Call of the Community (YACC) Group to close Myrtle Street from Russell Avenue to Jefferson Street on October 26, from 3 p.m. to 5 p.m. for the 2nd Annual World's Shortest Parade. All voted aye. Motion declared carried.

Levine moved seconded by Wagner to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:32 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	ILLOWA COMMUNICATIONS	REPLACE RADIO ANTENNA	20.89		
		CARPENTER UNIFORM CO &	BODY ARMOR	687.42		
			PROTAC-HL FLASHLIGHTS	179.98		
		WINDSTREAM	TELEPHONE	53.14		
		ROBERT WINTERMUTE	LAPTOP DECALS	60.00		
		IOWA LAW ENFORCEMENT ACADEMY	ABELL TRAINING & CERT	5,634.09		
		NAPA	BATTERY	114.34		
		SUPREME CLEANERS	UNIFORM CLEANING SEPT'13	29.75		
			TOTAL:	6,779.61		
		FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE	22.68
ED M FELD EQUIP CO INC	ELEC JUNCT BOX L-1			364.00		
	HOSE BED DIVIDER R-3			250.00		
WINDSTREAM	TELEPHONE			233.71		
ALLIANT ENERGY-INT PWR&LGHT	GAS AUG'13			20.98		
	ELECTRIC AUG'13			745.89		
MUNICIPAL EMERGENCY SERVICES	GEAR			1,760.76		
	TOTAL:			3,398.02		
BUILDNG ■ HSNQ SAFETY	GENERAL FUND	WINDSTREAM	TELEPHONE	55.46		
		ECHO ELECTRIC SUPPLY	SEMINAR FEE	70.00		
			TOTAL:	125.46		
ANIMAL CONTROL	GENERAL FUND	CRESTON PUBLISHING CO	JOB AD	61.20		
		CRESTON VET CLINIC PC	EUTHANIZE DOG	9.95		
			TOTAL:	71.15		
STP LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC AUG'13	9,016.30		
			TOTAL:	9,016.30		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC AUG'13	1,177.87		
			TOTAL:	1,177.87		
AIRPORT	GENERAL FUND	ARROW ENERGY, INC.	100 LOW LEAD FUEL-6K GAL	27,575.40		
		CLAPSADDLE-GARBER ASSOCIATES INC	AIRPORT LIGHTING IMPROV	3,580.00		
			AIRPORT FENCING IMPROV	800.00		
			ENG SVC AP THANGAR TAXI	1,620.00		
		WASTE MANAGEMENT	DUMPSTER-SEPT'13	61.96		
		WINDSTREAM	TELEPHONE	159.56		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC AUG'13	621.58		
		SCHROEDER PLUMBING & ELECTRICAL	LABOR & MAT-ELEC PEDESTAL	300.00		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
			FUEL PROFIT - SEPT'13	3,567.61		
			TOTAL:	39,640.28		
		SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-AUG'13	38,262.96
					GARBAGE COLLECTION-SEPT'13	38,208.24
PRAIRIE SOLID WASTE AGENCY	WASTE ASH ST			10.00		
	TOTAL:			76,481.20		
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	13.28		
			WATER-LINCOLN SCHOOL	9.07		
		CRESTON PUBLISHING CO	PT LIB AIDE	61.20		
		WASTE MANAGEMENT	DUMPSTER-SEPT'13	40.89		
		WINDSTREAM	TELEPHONE	32.08		
		ALLIANT ENERGY-INT PWR&LGHT	GAS AUG'13	18.03		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELECTRIC AUG'13	1,320.26
			TOTAL:	1,430.65
PARKS	GENERAL FUND	ROWSE HYDRAULIC RAKES CO INC	SICKLE MOWER SECTIONS	65.02
		CRESTON CITY WATER WORKS	WATER-TAYLOR PARK	9.07
			WATER-MCKINLEY PARK	9.07
			WATER-MCKINLEY BALLFIELD	9.07
			WATER-HISTORICAL COMPLEX	9.07
			WATER-MCKINLEY CAMPGROUND	34.99
			WATER-600 MCKINLEY	107.13
			WATER-SEARS COMPLEX	9.07
		WASTE MANAGEMENT	DUMPSTER SEPT'13	48.00
			DUMPSTER-SEPT'13	267.60
		WINDSTREAM	TELEPHONE	51.17
		HEARTLAND TIRE & AUTO	SKID LOADER TIRE TUBE	35.66
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC AUG'13	811.39
		SCHILDBERG CONSTRUCTION COMPANY INC	100 T ROAD ROCK	893.15
			TOTAL:	2,359.46
RECREATION	GENERAL FUND	SATURNO, JENNO	OFFICIATE YOUTH SOCCER	60.00
		WINDSTREAM	TELEPHONE	55.46
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC AUG'13	397.35
			TOTAL:	512.81
CEMETERY	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-SEPT'13	61.96
		WINDSTREAM	TELEPHONE	53.14
		HEARTLAND TIRE & AUTO	NEW TIRE DIRT WAGON	49.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC AUG'13	148.85
			TOTAL:	312.95
SWIMMING POOL	GENERAL FUND	WINDSTREAM	TELEPHONE	59.13
		ALLIANT ENERGY-INT PWR&LGHT	GAS AUG'13	20.43
			ELECTRIC AUG'13	345.30
			TOTAL:	424.86
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	REIMB LODGING-IA LEAGUE CI	255.36
		ACCESS TECHNOLOGIES INC	SPAM FILTERING-8/1/13-8/31	24.00
			MONTHLY CONTRACT-9/9-10/8	829.86
		WOODS, WARREN	REIMB-LOGDING/MILES/MEAL	538.57
		BANKERS LEASING CO	COPIER LEASE-MAINTENTANCE	234.99
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS ST	16.20
		CRESTON PUBLISHING CO	LEGAL NOTICES & ADS	297.44
		WINDSTREAM	TELEPHONE	363.24
		OFFICE DEPOT	OFFICE SUPPLIES	13.47
		SHRED-IT USA - DES MOINES	1-BAG SHRED	55.75
		VEENSTRA & KIMM INC	ELM STREET	2,500.00
			TOTAL:	5,128.88
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS AUG'13	81.30
			ELECTRIC AUG'13	1,320.76
		INNOVATIVE INDUSTRIES INC	JANITORIAL SERVICES-SEPT'1	285.00
		OFFICE DEPOT	OFFICE SUPPLIES	32.03
		OFFICE MACHINES	2 CASE PAPER TOWELS	72.98
			BLACK TRASH BAGS	46.12
			TOTAL:	1,838.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
INSURANCE (GENERAL)	GENERAL FUND	CRESTON CITY WATER WORKS	REFUND INSURANCE CHG- EX L	24.00		
			TYLER INSURANCE SERVICES INC	ADD JD SKID, DEL AIR COMPR	151.00	
			DEL WATER EXCESS LIMIT	24.00		
			TOTAL:	151.00		
COMMUNITY CENTER MAINT	COMMUNITY CENTER	EXCEL MECHANICAL CO., INC.	YMCA AIR COND UNIT REPAIRS	5,346.00		
			TOTAL:	5,346.00		
ROAD MAINTENANCE	ROAD USE TAX	ADVANCED AG LLC	12' DBL WALL PIPE	110.60		
				GRASS SEED, FERTILIZER	79.00	
		AMERICAN CONCRETE PRODUCTS INC	C-4 AND DELIVERY CHG	190.00		
			ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	26.92	
		CRESTON CITY WATER WORKS	WATER-CITY BARN	9.07		
			WATER-CITY SHOP	132.03		
		CRESTON PUBLISHING CO	JOB AD	61.20		
		F&M BODY SHOP INC	TOWING DUMP TRUCK	312.50		
		WINDSTREAM	TELEPHONE	172.22		
		BLACKTOP SERVICE COMPANY	SEALCOAT APPROX 16K SQ YD	47,570.00		
			SEALCOAT 3 ADD STREETS	9,885.00		
			16.58 T HOT MIX	1,392.72		
		ALLIANT ENERGY-INT PWR&LGHT	GAS AUG'13	43.00		
			ELECTRIC AUG'13	302.33		
		NAPA	FUEL PUMP & FRT	101.55		
			FUEL FILTER	8.86		
			80/90 GREASE 5GAL	73.50		
			OIL & AIR FILTERS	299.68		
			OIL & AIR FILTERS	58.98		
			WIPER BLADES	74.34		
			BIT FOR ROLLER	6.59		
		SERVICE TECHS INC	REPAIR POLE SAW	224.93		
		AGRILAND FS INC	1520 G UNLD, 1535 GAL DSL	9,964.01		
		SCHILDBERG CONSTRUCTION COMPANY INC	3/8" CHIPS	218.69		
			3/8" CHIPS	220.05		
			3/8" CHIPS	223.86		
		TRANS IOWA EQUIPMENT	MAIN BROOM	414.51		
			TOTAL:	72,176.14		
		ADMIN-STREETS (ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	55.46
					TOTAL:	55.46
		POLICE FORFEITURE	POLICE FORFEITURE	CRESTON VET CLINIC PC	K9 BOARDING, MEDS, FOOD	87.60
					K & J HARDWARE INC	40LB DOG FOOD
	TOTAL:			116.59		
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	AHLERS AND COONEY, P.C.	SRF LOANS #1-#3 AMMENDMENT	2,240.22		
			CENTRAL PUMP & MOTOR	OSAGE PUMP REPAIR	685.00	
		CRESTON CITY WATER WORKS	WATER-WWTP	292.21		
			HYDRANT USAGE-1500 GAL	20.00		
			1/2 ONE CALL'S - SEPT'13	48.60		
		WASTE MANAGEMENT	DUMPSTER-SEPT'13	75.14		
		ELECTRIC PUMP INC	100' SAMPLER HOSE & FRT	167.93		
		WINDSTREAM	TELEPHONE	409.96		
		HYGIENIC LABORATORY-AR	BOD, TSS	38.00		
			NH3'S	38.00		
			2 NH3'S	38.00		
			BOD, TSS	57.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BOD'S	76.00
			TSS	19.00
			BOD'S	114.00
			TSS	19.00
			N&P	38.00
			3 BOD'S	114.00
			1 TSS	19.00
			PLANT METALS	118.00
			PLANT METALS	118.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS AUG'13	606.80
			ELECTRIC AUG'13	6,323.87
		MUNICIPAL PIPE TOOL CO	CUES CAMERA SYSTEM	66,000.00
			SEWER CAMERA LIFT	2,874.52
		OFFICE DEPOT	HP 564XL BLACK INK	47.54
			SD CARD	112.30
			SD CARD READER	19.18
			EXTERNAL HARD DRIVE	79.99
		PETTY CASH - SANITATION	WALMART-BATTERIES	37.28
		ULINE, INC	RUBBER GLOVES & FREIGHT	166.01
		UPS	POSTAGE	31.07
			POSTAGE	30.78
			TOTAL:	81,074.40

ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS - SEPT'13	9.00
		CRESTON VET CLINIC PC	CREDIT DISCOUNT	36.00-
			VACC BOARDING-DOG VIOLET	180.00
			EXAM,NAILS,VACC DOG-CASE	42.25
		SOUTHERN HILLS VET SVC INC	EXAM, TREAT 5 KITTENS	200.50
		TRI COUNTY VETERINARY SERVICES	SPAY CAT-4 C.PEDERSON	55.00
			TOTAL:	450.75

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

001	GENERAL FUND	148,848.69
006	COMMUNITY CENTER	5,346.00
110	ROAD USE TAX	72,231.60
120	POLICE FORFEITURE	116.59
610	SEWER OPERATING FUND	81,074.40
953	ANIMAL SHELTER *AGENCY FU	450.75
	GRAND TOTAL:	308,068.03

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 10/15/13

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	EFTPS	15,823.17
TOTAL ADMINISTRATIVE SVC	FLEX	804.26
NO DEPT ENTERED	TOTAL	16,627.43
UNION CO CLERK OF COURT	FEES	50.00
UNION CO RECORDER	FEES	81.00
DICKINSON, MACKAMAN, TYLER & HAGEN, PC	SEMINAR	30.00
FINANCE DEPARTMENT	TOTAL	161.00
IA DEPT OF REVENUE	SALES TAX	32.00
RECREATION DEPARTMENT	TOTAL	32.00
IA DEPT OF REVENUE	SALES TAX	680.00
POOL DEPARTMENT	TOTAL	680.00
SELF FUNDING INSURANCE		
TRISTAR BENEFIT	INV CHECK RUN	10,864.81
TRISTAR BENEFIT	INV CHECK RUN	6,471.07
SELF FUNDING INSURANCE	TOTAL	17,335.88
MANUAL CHECKS/DEBITS TOTAL		<u>34,836.31</u>



SNYDER & ASSOCIATES, INC.
Engineers and Planners

STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS ____ day of _____, 20__, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
Parks and Recreation Board, City of Creston, Attn: John Kawa, Chair
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Hurley Creek WIRB Grant Application Assistance
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

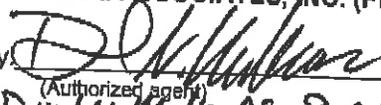
Exhibit A Scope of Services
Exhibit

Exhibit B Standard Hourly Rates
Exhibit

_____(Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: 
(Authorized agent)

(Printed or typed signature)

David N. Medler P.E. President
(Printed or typed signature)

Route executed copy to: MAL

EXHIBIT A

CLIENT: CITY OF CRESTON, IOWA
ATTN: JOHN KAWA, CHAIR
PARKS AND RECREATION BOARD
116 WEST ADAMS STREET
CRESTON, IOWA 50801

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER DRIVE
ANKENY, IOWA 50023

PROJECT: APPLICATION TO THE IOWA WATERSHED IMPROVEMENT
REVIEW BOARD FOR HURLEY CREEK WATERSHED

DATE: OCTOBER 2, 2013

SCOPE OF SERVICES:**I. BASIC SERVICES****A. WIRB GRANT APPLICATION**

The Southern Iowa Council of Governments (SICOG) is preparing a grant application to the Iowa Watershed Improvement Review Board (IWIRB) to complete the construction of the improvements recommended in the previously completed study of this area. The PROFESSIONAL will assist with the application by completing a streamlined watershed assessment based on examples provided by SICOG. This will be a 15-20 page document.

- B. Upon the completion of the grant application by SICOG, the PROFESSIONAL will review and comment on the grant application.

II. SCHEDULE

- A. Upon given the notice to proceed, a mutually agreed upon schedule will be determined. The WIRB grant is due on October 15, 2013. The PROFESSIONAL shall not be responsible for delays in the schedule which are beyond the PROFESSIONAL'S control.

III. COMPENSATION:

Hourly with a maximum not to exceed \$8,000 including expenses at the hourly rates
shown in Exhibit B.

EXHIBIT B

**SNYDER & ASSOCIATES
2013-14
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$165.00-175.00	/hour
Senior	\$146.00	/hour
VIII	\$138.00	/hour
VII	\$131.00	/hour
VI	\$126.00	/hour
V	\$118.00	/hour
IV	\$107.00	/hour
III	\$97.00	/hour
II	\$90.00	/hour
I	\$75.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$105.00	/hour
Senior	\$101.00	/hour
VIII	\$95.00	/hour
VII	\$87.00	/hour
VI	\$77.00	/hour
V	\$70.00	/hour
IV	\$64.00	/hour
III	\$54.00	/hour
II	\$45.00	/hour
I	\$40.00	/hour
Administrative		
II	\$54.00	/hour
I	\$44.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	

RESOLUTION NO. ?? – 14

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

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

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

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

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

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

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

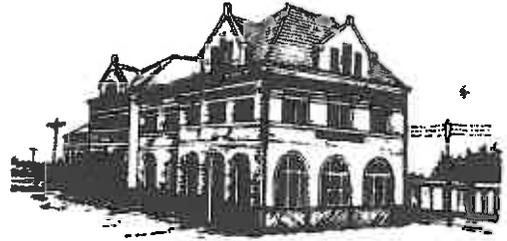
312 N Jarvis – Lot 271, West Creston, Section A; Parcel #24010-340-254-00	\$175.00
613 N Cherry – S 60' of SW-4, McDonald's N, Section C; Parcel #24010-410-043-00	\$175.00
312 N Cherry – N 50' Lot 134, Swigart's First; Parcel #24010-450-134-00	\$175.00
804 Laurel – Lot 2, Block 1, Wal-Mart First Addition; Parcel #24010-485-002-00	\$212.50
701 W Adams – E 33' of Lot 160 & All of Lots 161-162, West Creston, Section A; Parcel #24010-340-170-00	\$137.50
100 S Sumner – Lot 99 & N 20' Lot 100, WC, Section C; Parcel #24010-360-086-00	\$175.00
401 N Walnut – Lot 56, Swigart's First; Parcel #24010-450-059-00	\$250.00
310 N Cherry – S 10' of Lot 134, Swigart's First Addition; Parcel #24010-320-625-00	\$137.50

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

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

City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

October 10, 2013

TO: Mayor Woods and City Council Members

RE: Easement Request for Placement of Carport in City Right of Way

Candace Huff at 1102 N Walnut has requested an easement from the City Council to place a metal carport in City right of way in front of her address.

According to Ms. Huff this carport will have a roof only and will not be enclosed on the sidewalls.

The majority of this carport will be setting in City right of way. My recommendation would be that this request not be allowed for fear of setting precedence.

Please contact me with any questions at 782-2000 ext.1.

Respectfully submitted,

A handwritten signature in black ink that reads "Kevin Kruse".

Kevin Kruse
Public Works Director

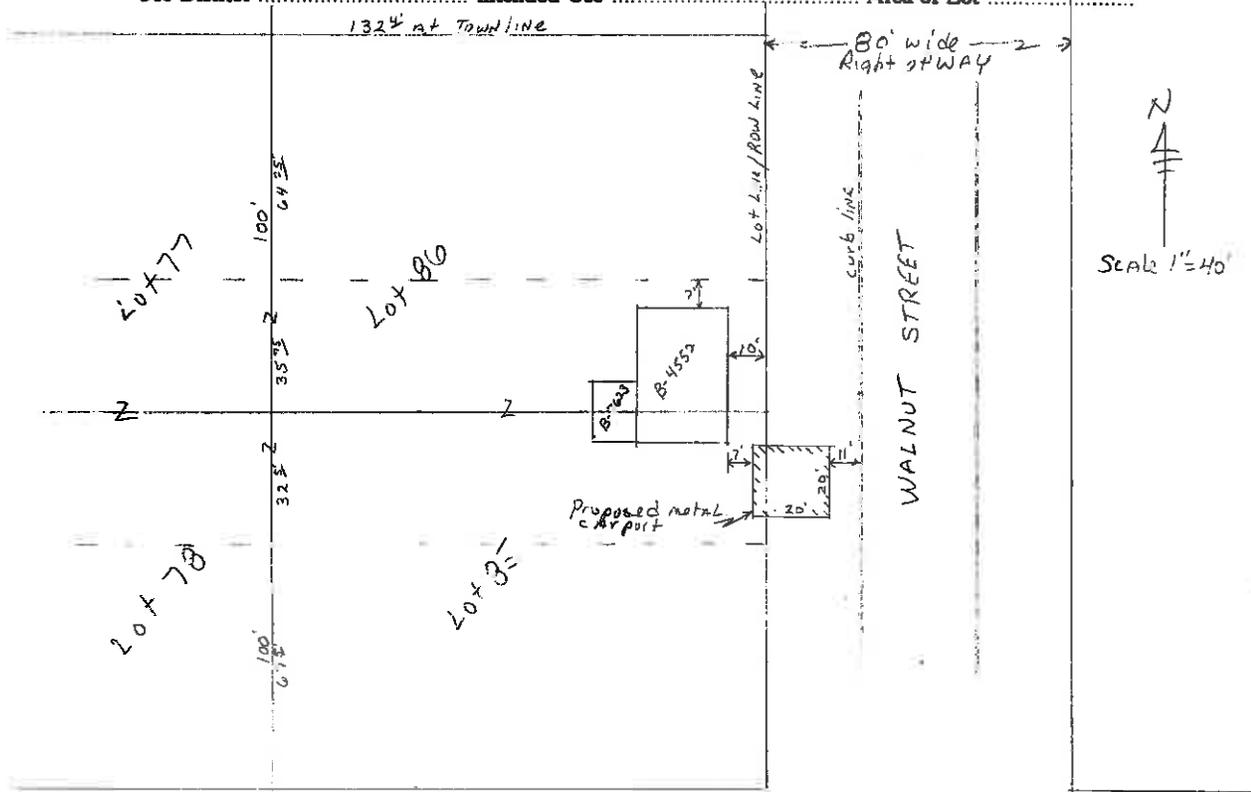
BUILDING PERMIT UNDER ZONING ORDINANCE OF CITY OF CRESTON, IOWA

Permit No. 9293

APPLICATION FOR PERMIT

Date 10/8/2013

The undersigned hereby makes application to erect or remodel a Carpport on
Lot 78+85 except the south 6.75' and the south 35.75' of Lots 77+80
 Lot Block Addition Sumner's 1st + 2nd
 No. 1107 N. Walnut St. Street
 Owned by Candace Huff
 Address Phone
 Number of rooms Bedrooms Toilets
 Material: Exterior wall Past/OPEN Interior wall
 Foundation Past Roof METAL Floor existing driveway
 Sq. feet: Basement 1st Floor 2nd Floor Garage 400
 Valuation \$1200.00 Fee Type of heat
 Ceiling Height: Basement 1st Floor 2nd Floor
 Dimensions of Building: Width 20' Depth 20' No. of Stories
 Use District R-1 Intended Use Private 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 proposed building, lot and work, and use to which building is to be placed.

Denise - referred to City Council for assessment 10-9-13 Ken Kna

Signed Candace J Huff
 Applicant

Examined and approved this day of 20.....

Administrative Officer

City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

October 10, 2013

TO: Mayor Woods and City Council Members

RE: Request for Street Light

I have had a request from Vicki Brown, 802 N Lincoln, about placing a street light in the 800 Block of North Lincoln.

I asked Steve Marean from Alliant Energy to take a look at this to see if it is possible from their standpoint.

Mr. Marean took a look at this and came back with his recommendations and costs associated with the placement of a new street light.

I went out one night and looked and with the existing security light at the north entrance to the apartments at 813 N Lincoln it appears that the best place would be on the existing pole between 800 and 802 N Lincoln. This pole is approximately 300 feet north of the street light at the intersection of Spencer and Lincoln and is approximately 325 feet south of the security light at 813 N Lincoln.

If approved the cost for the new street light would be \$8.71 per month to be placed on the existing pole. If a different location with new pole would be desired the cost would be \$14.37 per month.

Please contact me with any questions at 782-2000 ext.1.

Respectfully submitted,

Handwritten signature of Kevin Kruse.

Kevin Kruse
Public Works Director

Kevin Kruse

From: Marean, Steve <SteveMarean@alliantenergy.com>
Sent: Friday, September 27, 2013 9:35 AM
To: Kevin Kruse
Subject: RE: street light

I took a look at this one. The pole between 802 and 800 is right at the crest of the street. It is closer to Spencer than the halfway point. The apartment place to the north has a security light near their north entrance which gives some lighting towards the street. To get the light at the midway point, we would need to set a pole on the east side of the street just north of the south entrance to the apartment house.

To install the light on an existing pole would be \$8.71. To install the light on a new pole specifically for it would be \$14.37.

From: Kevin Kruse [mailto:KKruse@crestoniowa.org]
Sent: Tuesday, September 17, 2013 11:37 AM
To: Marean, Steve
Subject: street light

Steve:

I've been asked to check into the possibility of a new street light to be placed North Lincoln Street between Spencer and Prairie Streets.

There is one presently one mid-block in front of 905 N Lincoln but it is over 900 feet to the Spencer Street intersection to the south.

The pole closest to center of that distance would be in front of 813 North Lincoln. The request has come from 802 N Lincoln which does have a pole in front of it but it is not close to mid-point.

Could you please check and see if this is possible and then let me know what the costs would be to the city.

Thanks,

Kevin Kruse
Public Works Director
City of Creston
P.O. Box 449, 116 West Adams
Creston, Iowa 50801
641-782-2000 ext. 104
641-782-6377 Fax
kkruse@crestoniowa.org
<http://crestoniowa.gov>

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Lisa Williamson

From: Ellen Gerharz <chamber@crestoniowachamber.com>
Sent: Tuesday, October 08, 2013 3:36 PM
To: Mike Taylor
Cc: Lisa Williamson
Subject: Parade Request from Ellen

TO: Mayor Warren Woods and Creston City Council

FROM: Creston Chamber of Commerce

RE: Lighted Christmas Parade Permit, Street Closures for Parade and Fireworks Display

We would like to request a Parade Permit for the upcoming Lighted Christmas Parade to be held Thursday, December 5, 2013, with the parade beginning at 7:00 p.m.

The parade will line up on Mills Street from Pine to Cherry. The parade route will then be west on Mills to Elm, south on Elm to west on Montgomery to Division, South on Division to Adams, East on Adams to Walnut, North on Walnut to Montgomery and East on Montgomery to Cherry where the parade will disband.

We will need Cherry Street closed to traffic beginning at 6 P.M. from Howard to Montgomery, Mills closed from Cherry to Pine, and Pine closed from Howard to Montgomery for the parade to assemble.

Fireworks Display:

We will need Clark Street from Chestnut on the East and Poplar on the west closed starting at 7:00 p.m. on the 5th for set-up and the display taking place after the Lighted Christmas Parade.

Thank you for your consideration.

Sincerely,

Ellen

Ellen Gerharz
Executive Director
Creston Chamber of Commerce
208 West Taylor, PO Box 471
Creston, IA 50801
(641) 782-7021
chamber@crestoniowachamber.com
www.crestoniowachamber.com
www.unioncountyiowatourism.com