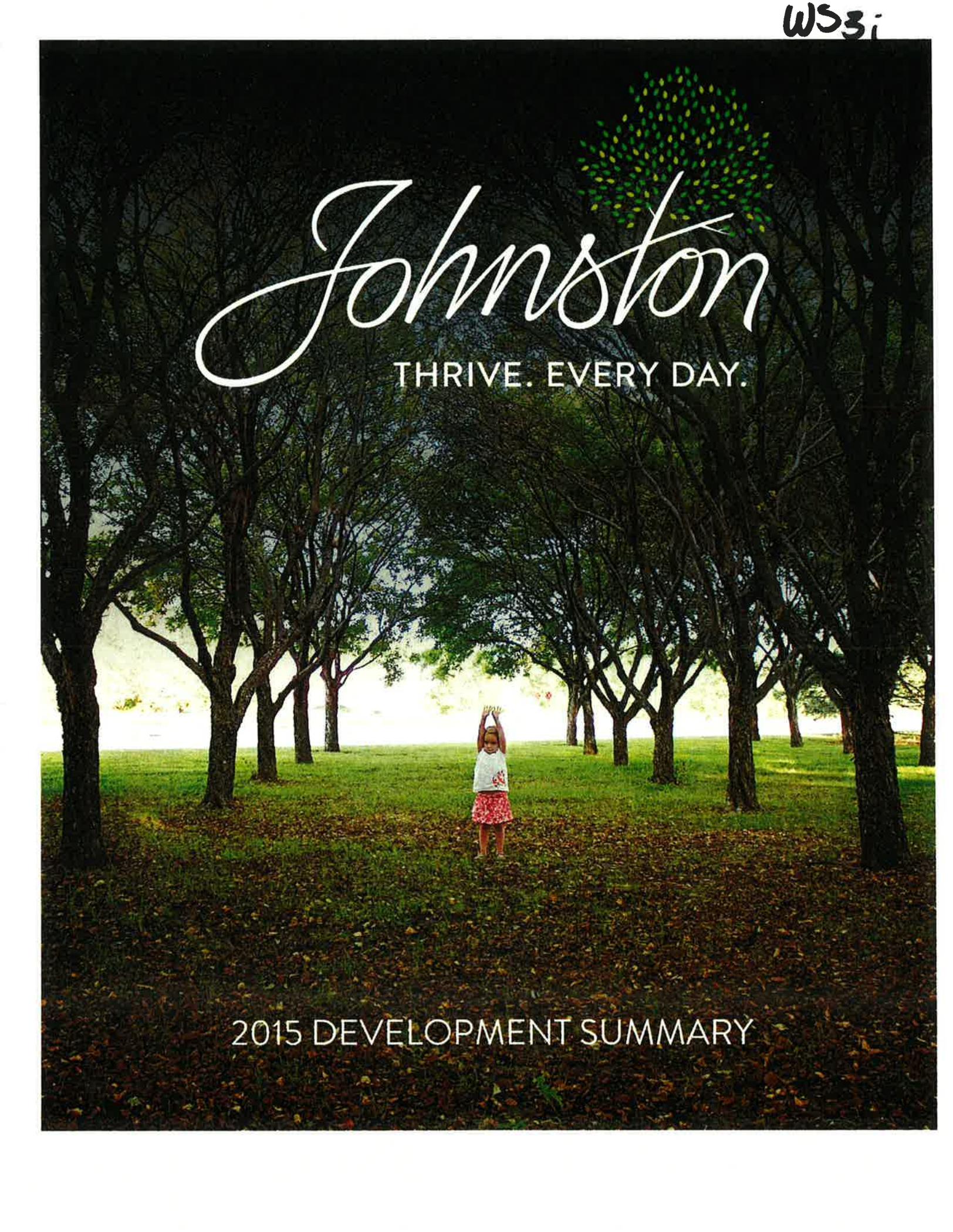


JOINT MEETING:
JOHNSTON CITY COUNCIL
JOHNSTON SCHOOL BOARD

Johnston City Hall, City Council Chamber
6221 Merle Hay Road,
Tuesday, February 16, 2016
6:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION ITEMS AND UPDATES
 - a. Update on High School Construction Project
 - b. Update on Transportation Planning
 - c. Report on the status and timing of improvements to the roads (NW 70th Avenue, NW 100th Street, the intersection of NW 100th Street and NW 54th Avenue, the NW 100th Street bridge over Interstate 35/80 and the NW Beaver Drive bridge over Interstate 35/80)
 - d. Traffic control and crossing guards near school sites
 - e. Long term plan for Lawson School Area sidewalks and trails
 - f. Review school district actions to address student mental health and suicide prevention; possible city partnerships and actions
 - g. Discuss joint fiber optic project
 - h. Update on the School Resource Officer Program
 - i. Review Community Development Report
 - j. Report on the Tax Increment Financing program
 - k. Other discussion items



Johnston

THRIVE. EVERY DAY.

2015 DEVELOPMENT SUMMARY

18CW

PREPARED BY:
DAVID R. WILWERDING, AICP
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF JOHNSTON
6221 MERLE HAY ROAD, P.O. BOX 410
JOHNSTON, IA 50131
DEVELOPMENT@CITYOFJOHNSTON.COM
515-727-7775
WWW.FACEBOOK.COM/CITYOFJOHNSTONIAWA
@CITYOFJOHNSTON ON TWITTER
WWW.CITYOFJOHNSTON.COM

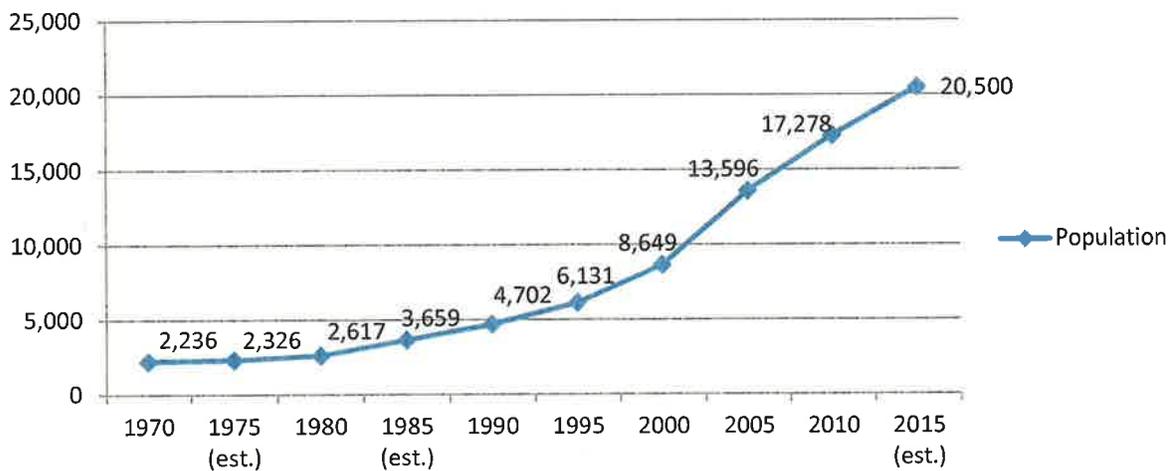
INTRODUCTION

Johnston has historically been a place where businesses choose to locate and residents choose to live, and that trend strongly continued in 2015. In total, \$145,708,744 in new valuation was permitted in 2015. This document is a summary of that development activity and identifies trends we might expect into 2016 and beyond.

POPULATION PROJECTION

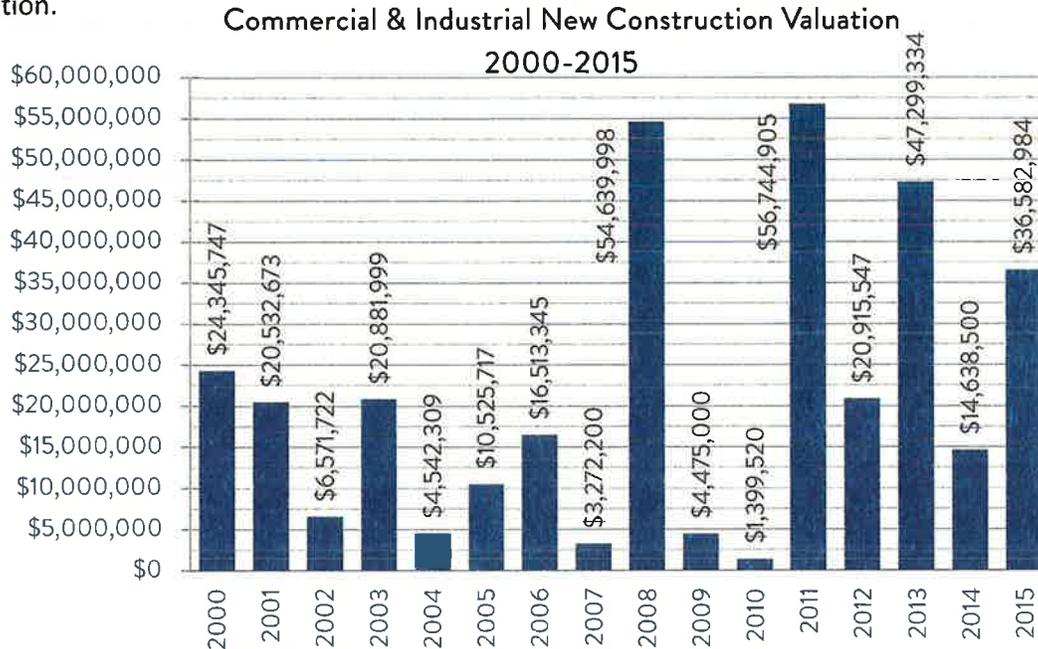
The City's population in the 2010 Census was 17,278 and the historical growth is shown in the table below. Based upon the number of permits issued since 2010, it is estimated the City's population as of January 1, 2016 is 20,500, an increase of approximately 3,200 residents. In order to reap the revenue benefits from these additional residents, the City, in partnership with the U.S. Census Bureau, is currently conducting a Special Census to certify the current population. Results are expected by spring of 2016.

**CITY OF JOHNSTON POPULATION
1970-2015**



COMMERCIAL DEVELOPMENT

In 2015, eight new commercial permits were issued totaling an assessed valuation of \$36,582,984; additionally, 28 commercial remodel permits were issued totaling an investment of \$8,067,600. This represents the fourth best year in the City's history for new commercial valuation.



In 2008, 2011 and 2013, the high valuations can all be attributed to a single large commercial project that occurred during each of those years; however, 2015 reached a near record level through a combination of multiple smaller and mid-sized projects. A summary of these projects that are included in the valuation noted above are contained in the following summary of site plans reviewed and approved in 2015.

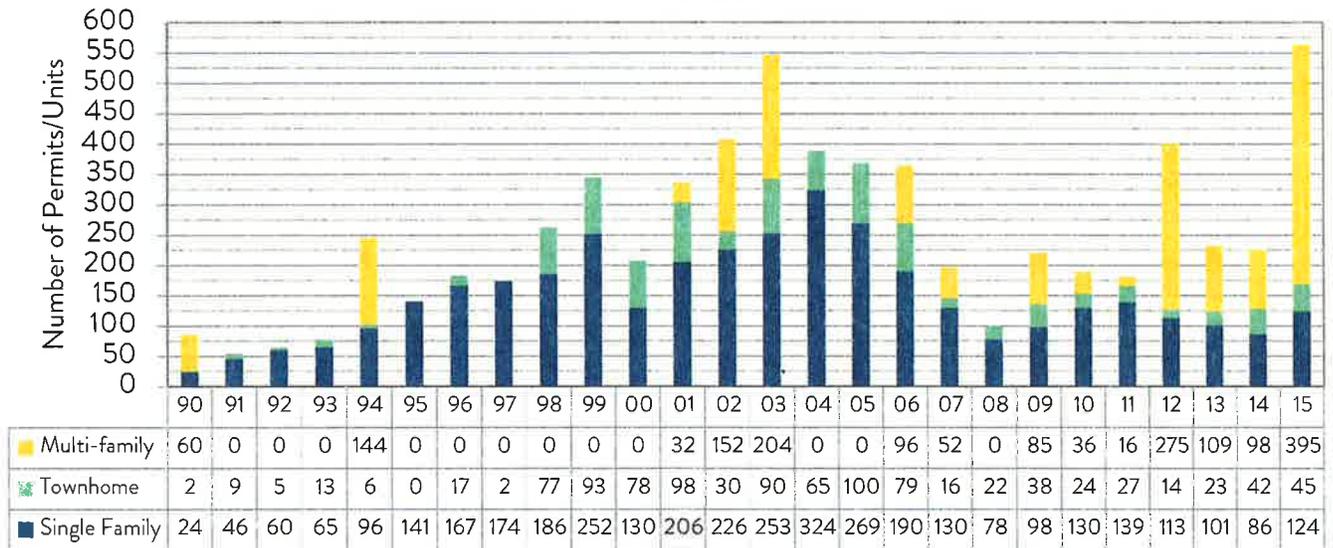
Project	Square Footage	Description
DuPont Pioneer Krug Insectory Expansion, 7301 NW 62 nd Avenue	21,810	16,890 square foot two-story addition to Krug building insectory and 4,920 square foot courtyard enclosure to expand office space
Prairie Engineering, 5008 NW 57 th Avenue	2,006	Office expansion
Fareway, 6005 Merle Hay Road	29,735	Grocery Store
Kum and Go, 5225 NW 86 th Street	6,167	Demo of old store and reconstruction of new convenience store
Goodwill Industries, 5355 NW 86 th Street	145,155	Reconstruction of vacant American TV property for use of retail store, central Iowa Goodwill headquarters and training facility.
Lithia Volkswagen, 5200 Merle Hay Road	16,333	Remodel of existing Volkswagen Dealership building, including 2,300 square foot showroom expansion.

RESIDENTIAL DEVELOPMENT

The most common measure of development activity in a community is the number of residential permits issued during the year. Based upon strong lot development in 2014, 2015 saw a resurgence of single family residential permit activity, totaling 124 residential units and \$36,375,000 in valuation. Townhomes/duplex permits also remained strong with 45 permits totaling \$8,360,000 in valuation. This is the highest number of permits for these types of units since 2006. While the townhome market has been soft in Johnston and across the metro in recent years, there appears to be a market emerging for detached or bi-attached townhome units. Based upon approved/pending projects it's anticipated this surge will continue into 2016.

Without question, the strongest area of residential growth continues to be in the multifamily high density residential development with 9 permits issued totaling 395 residential units and a \$52,642,000 investment, the single highest total in valuation and number of new dwelling units in City history. As the metro area recovered from the economic downturn starting in 2010, a strong market emerged for multifamily residential apartments, national trends and recent rezoning requests would indicate this trend will likely continue in Johnston at least over the next few years. A summary of residential building permit history from 1990-2013 is provided below:

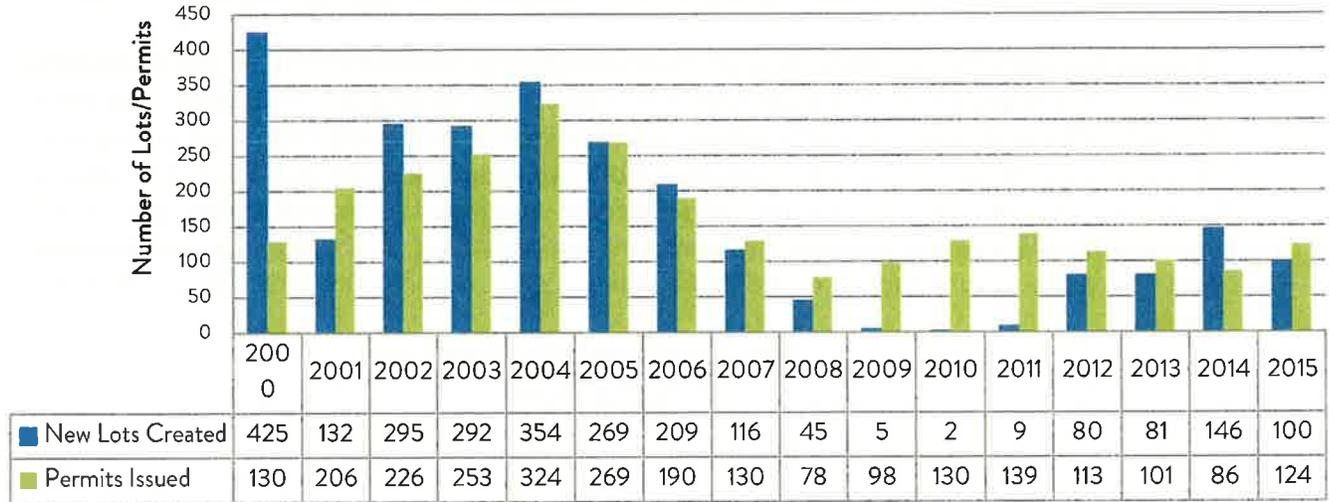
**New Dwelling Units Permitted
1990-2015**



One of the concerns noted repeatedly over the last several years has been the lack of available lots for single family detached residential, which has been the result of fewer and smaller subdivisions being developed as the area emerged from the recession. As noted in the chart below, from 2006-2013 the number of new single family permits issued has exceeded the number of lots, thus the inventory of available lots continued to shrink over that time. However, this trend changed in 2014 with the creation of 146 single family detached lots, and the permitting of only 86 homes, allowing for the expansion of available lot inventory. This availability led to a resurgence of permit issuance for single family detached structures in 2015.

While 2015 permit issuance again outpaced new lot creation in 2015, this was by a very small margin, 124 permits issued and 100 lots created. Thus the new lot creation is keeping pace with the permit issuance. While lot availability will remain a challenge going forward due to limited opportunities for large single family residential subdivisions, it would be expected that 2016 would again see enough lot creation to maintain strong single family permit issuance.

Single Family Lots Created and Permits Issued 2000-2015



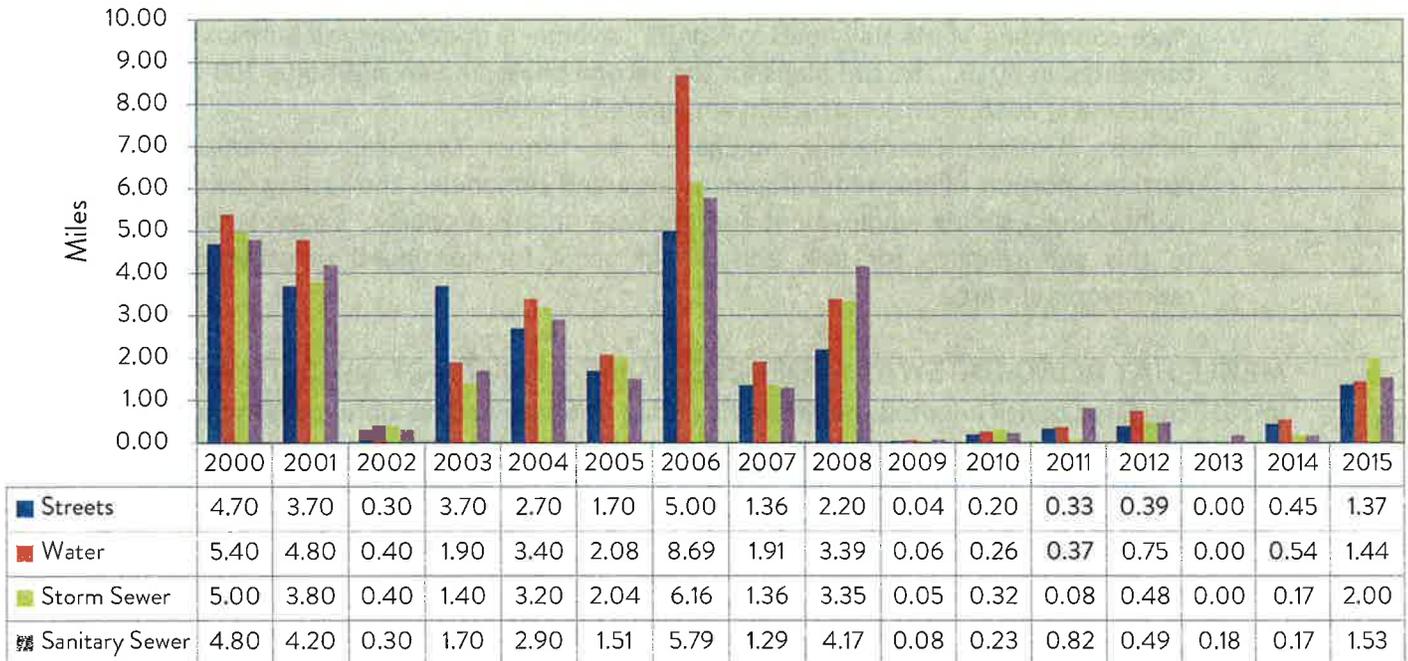
The following table summarizes the residential rezonings and preliminary plats/site plans approved in 2015 with development expected in 2016. In total, plans have been approved to accommodate an additional 240 multifamily apartment units and residential preliminary plats have been approved to accommodate an additional 86 single family residential lots and 19 townhome lots.

Residential Plats/Rezonings	Number of Units/Lots
Residences at 62W Apartment Complex	137
Hawkeye Estates Plat 2 Single Family Lots	1
Northwood Trail Single Family Detached Townhomes	32
Johnston Commons Brownstones Townhomes	19
Crosshaven Plat 6 Single Family Lots	47
Cadence Phase 2 Apartment Complex	103
Tucker Place Single Family Lots	4
Emily Acres Single Family Lots	2

PUBLIC INFRASTRUCTURE

Along with the overall decrease in number of lots being created, the total infrastructure (water, sewer, storm sewer and streets) constructed and dedicated to the City as public infrastructure in new subdivisions has been significantly lower than the long term averages since 2009, however, due to the noted increase in plat activity in 2015, a significant resurgence occurred, as depicted in the chart below:

Public Infrastructure Accepted by Fiscal Year in Miles
2000-2015



PLANNING STUDIES

Community Development staff undertook two major planning studies in 2015, including:

- **High Density Residential Development Analysis:** This study was conducted under the direction of the Comprehensive Plan Task Force, with the charge to review the Johnston 2030 Comprehensive Plan Land Use Map to determine if any changes are necessary specific to the location and quantity of areas designated for High Density Residential use. Ultimately, the Task Force took no action on any proposed changes to the Land Use Map but did recommend adoption of a set of criteria that would be considered for any future Comprehensive Plan Land Use Map amendments.
- **NW Saylorville Drive Water and Sewer Feasibility Study:** The City's Comprehensive Plan has long identified a future growth area in the area north of Camp Dodge adjacent to NW Saylorville Drive. This study determined the needed improvements to the water and sanitary sewer system and their estimated costs to serve this area so those improvements can be considered during the development of the City's Capital Improvement Program.

MERLE HAY ROAD REDEVELOPMENT – NORTH OF NW 62ND AVENUE

In 2007 the City Council adopted the Merle Hay Road Redevelopment plan focusing on redevelopment of properties on Merle Hay Road north of NW 62nd Avenue. Since that time the City has continued to work towards implementation of the Plan's recommendations. Two major accomplishments occurred in 2015:

- A ground breaking ceremony was held at The Cadence Apartment project within the Merle Hay Road Redevelopment area, redeveloping a 3.9 acre site assembled by the City by creating 90 new market rate apartment units. Construction of the adjacent NW 63rd Place connecting Merle Hay Road to NW 59th Avenue is underway and anticipated to be completed in 2016. The site plans for the second phase and an additional 103 units was approved in 2015, with construction anticipated in 2016.
- Johnson Brothers Distributing purchased the former Maurices warehouse in the northern portion of this redevelopment area and remodeled the facility for their use, maintaining a strong employment and tax base on this property. Excess land adjacent to this site remains for sale and would allow for continued investment in this redevelopment area.

MERLE HAY ROAD GATEWAY REDEVELOPMENT – SOUTH OF NW 55TH AVENUE

In 2013 the City Council adopted the Merle Hay Road Gateway Redevelopment Plan focusing on the redevelopment of properties on Merle Hay Road south of NW 55th Avenue. Combined, with the redevelopment plan noted above, these two plans have put a renewed emphasis on redevelopment of properties along the corridor and have increased involvement by the City in such redevelopment.

In order to continue the implementation of the Merle Hay Road Gateway Redevelopment Plan's recommendations, several major undertakings occurred in 2015.

- After an extensive tree survey and endangered species study was completed for the area along Beaver Creek east of Merle Hay Road in 2015, the City is now under contract with Foth Infrastructure and Environment to develop a tree clearing and management plan that would increase visibility to the development area, improve access to the regional trail and include other improvements within the area.
- Lithia Auto Dealerships are constructing a more than \$6 million improvement to their campus, cut the ribbon on a new 14,000 square foot Audi building in 2015, and broke ground on an expanded and remodeled Volkswagen building with completion scheduled for 2016. This is all located in the heart of the Gateway Area, providing a catalyst to other improvements.
- The City acquired a 0.510 acre parcel at 5249 Merle Hay Road to hold the property for assembly and redevelopment as envisioned in the plan.

CONCLUSIONS AND TRENDS

As documented in this report, there are a number of trends emerging that would give some insight into what growth expectations we have for 2016.

- Based upon the site plan/rezoning approvals over the last two years, it is anticipated the strong high density multifamily permit growth will continue into 2016.
- Based upon the number of lots platted in 2015, it is anticipated the issuance of building permits for single family detached homes will be maintained at a similar level as that seen in 2015.
- Due to the momentum caused by several successful projects occurring in the Merle Hay Road Redevelopment Area north of NW 62nd Avenue, this area will continue to be desirable, particularly for multifamily development.
- The City will continue implementation efforts to spur commercial redevelopment within the Merle Hay Road Gateway area.
- In 2015 the City unveiled a new Economic Development Guide which will be distributed to more than 11,000 site selectors, real estate agents and developers within Central Iowa and nationwide. An e-version is available at www.cityofjohnston.com/economicdevelopment. It is anticipated that citywide economic development efforts will see an increased focus and emphasis in 2016.
- All signs point to continued strong commercial growth that will meet or exceed the recent averages.
- Construction is underway at the new Johnston High School located west of NW 100th Street at Ashton Drive, and associated road/utility improvements in the area are also occurring, with the opening of the school scheduled for August 2017. The construction activity and infrastructure improvements are anticipated to drive interest and development (residential and commercial) in the areas surrounding the school site.

		Distribution of T.I.F. Funds Based on Categories of Uses					01/01/16	
Agreement Date	TIF District		Expansion of Existing Business	New Business	Public Infrastructure	Create Lease/Business Space	Redevelopment/Rehab	# of Jobs Created
12/1994	1	Wolfe Machinery	95,000					
10/1996	1	Greedy (6250 Beaver)				70,002		Multi-Tenant
N/A	1	57th Storm Sewer			220,000			N/A
N/A	1	MHR Phase II			240,000			N/A
N/A	1	Johnston/Beaver Dr (road/sewer)			1,445,000			N/A
12/1997	1	Casey's 61st Ave.			46,000			N/A
9/1997	1	Winwood Center - Winwood Dr			46,000			N/A
N/A	1	Beaver & 66th Intersection			648,000			N/A
9/1997	1	Winwood Center - Phase II			31,953			N/A
4/1998	1	Northwest Business Park			215,000			N/A
N/A	1	Merle Hay Road			2,045,000			N/A
	1	Polk County Bank - Pioneer Parkway ext.			47,513			N/A
N/A	1	NW Beaver Sanitary Sewer			815,000			N/A
11/1997	1	Created in Johnston	29,250					
4/1998	1	Northwest Business Park				61,756		Multi-Tenant
5/1999	1	B & B Optical	26,020					
5/1999	1	Greedy Construction (6220 Beaver)				45,000		Multi-Tenant
12/1999	1	Jordan Motors					168,583	
12/1999	2	Birchwood Phase II			797,214			Multi-Tenant
N/A	2	54th & 86th Improvements			650,000			N/A
5/2000	2	K.C. Holdings			530,000	500,000		Multi-Tenant
5/2000	5	Frampton Farms			1,010,000			Multi-Tenant
1/2001	5	A-1 Moving & Storage		233,000				
6/2000	5	RKR Investments	70,000					
12/1998	2	Birchwood Phase I (8101 & 8001 Birchwood Court)				1,054,000		Multi-Tenant
N/A	3	NW 62nd Ave Improvements			6,234,436			N/A
2/1999	3	Deere Credit		2,995,497				843 Total / 115 New
2/2000	3	Graham Group Inc.		500,000				Multi-Tenant
12/1997	2	Birchwood Office (8191 Birchwood Court)				305,000		Multi-Tenant
1/2001	3	Principal Life Insurance		273,493				10
9/2001	1	Monahan (CBS Wholesale)		67,882				
9/2001	1	Monahan (Business Park)			117,142			Multi-Tenant
9/2001	1	Greedy Investments (6240 Beaver)				34,570		Multi-Tenant
10/2002	4	Windsor Office Park			1,737,000			Multi-Tenant
10/2004	1	Johnston Station L.C.			500,000	500,000		Multi-Tenant
9/2001	1	PDG L.C. - 59th Ct Storm Sewer	33,273		17,727			

WS 3j

12/20

Agreement Date	TIF District		Expansion of Existing Business	New Business	Public Infrastructure	Create Lease/Business Space	Redevelopment/Rehab	# of Jobs Created
4/2013	1	Reconstrucion of MHR in front of Public Saf Bldg			22,000			N/A
10/2011	1	Design for impr NW Beaver Dr (Johnsto Dr-NW 62nd)			465,000			N/A
6/2013	1	Grasso 2 - Building Expansion	14,390		29,685			N/A
7/2013	6	Pioneer Beaver Creek #2	4,446,248					327
2014	1	NW Beaver Drive Improvement (Johnston Drive)			3,884,848			
2014	1	Purchase church property (6337 Merle Hay Road)					120,000	
5/2014	1	Lithia Motors	339,040					59 Above base of 50
4/2014	3	Pioneer Krug 2013 Greenhouse Improvement	73,048					
9/2014	3	Pioneer Mendel/Insectory/Reid B,C, D	1,997,000					
9/2014	1	Pioneer Seed Treating Facility	239,640					42
3/2014	2	Wilmington Group	49,920					
	1	Purchase Aiken Property (6309 NW 59th Court)					190,000	
3/2015	1	Cadence Apartments					1,356,000	
4/2015	1	Residences at 62W					832,000	
4/2015	1	SPS Companies, Leasing II, LLC		74,000				
6/2015	1	Construction of NW 63rd Court			839,804			
10/2015	1	Purchase of Merchant Property					247,000	
	3	Terra Lake			6,455,000			
2016	5	Intersection of NW 54th Avenue & NW 100th Street			400,000			
2015	5	NW 62nd West of 100th Street			2,792,065			
11/2015	3	Krug Expansion 2015	48,000					
TOTALS			21,623,984	4,223,832	40,006,705	3,633,817	5,679,076	
TOTAL							75,167,414	
Total # of Projects			22	7	38	10	17	
% of Total T.I.F. Funds			28.8%	5.6%	53.2%	4.8%	7.6%	
Paid Off								
UPCOMING								
	1	Intersection of NW 62nd & Merle Hay Road						
	2	Steve Scott Development (54th & 86th)						
	1	Purchase of Properities in the Gateway						

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-04
Johnston City Hall, 6221 Merle Hay Road
TUESDAY, February 16, 2016
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. WELCOME
4. PLEDGE OF ALLEGIANCE
5. AGENDA APPROVAL
6. PUBLIC COMMUNICATIONS
 - a. Walnut Creek Watershed presentation
 - b. Mayor's Run for the Trails check presentation
 - c. Design Alliance presentation of LEED plaque for the Public Safety Building
 - d. Grimes Walmart donation presentation
7. PUBLIC HEARINGS
 - a. Conduct a Public Hearing on the issuance of not to exceed \$5,745,000 General Obligation Bonds Series 2016A and consider Resolution No. 16-40 – Instituting proceedings to take additional action for the issuance of not to exceed \$5,745,000 General Obligation Bonds, Series 2016A.
 - b. Conduct a Public Hearing on the issuance of not to exceed \$2,580,000 General Obligation Bonds Series 2016A and consider Resolution No. 16-41 – Instituting proceedings to take additional action for the issuance of not to exceed \$2,580,000 General Obligation Bonds, Series 2016A.
 - c. Conduct a Public Hearing on the issuance of not to exceed \$175,000 General Obligation Bonds Series 2016A and consider Resolution No. 16-42 – Instituting proceedings to take additional action for the issuance of not to exceed \$175,000 General Obligation Bonds, Series 2016A.
 - d. Conduct a Public Hearing on the issuance of not to exceed \$700,000 General Obligation Bonds Series 2016A and consider Resolution No. 16-43 – Instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, Series 2016A.
 - e. Conduct a Public Hearing and consider the following items related to the NW 60th Avenue Improvements Phase 4A project:
 - Resolution No. 16-45 – Adopting Plans, Specifications, form of contract, and estimate of cost;
 - Consideration of construction bids;
 - Resolution No. 16-46 – Making Award of Contract;
 - Resolution No. 16-47 – Approving Construction Contract and Bond.
8. CONSENT AGENDA
 - a. Consider Minutes of January 28, 2016 Goal Setting Session
 - b. Consider Minutes of February 2, 2016 Council Worksession
 - c. Consider Minutes of February 2, 2016 Council Meeting.
 - d. Consider a Letter of Engagement with Ahlers & Cooney Law Firm for 2016 Public Improvements Contract proceedings.
 - e. Consider Resolution No. 16-49 – Authorizing the Issuance of \$8,715,000 (dollar amount subject to change) General Obligation Bonds, Series 2016A, and levying a tax for the payment thereof.
 - f. Consider authorizing the Mayor and Chief of Police to sign a Section 401, State and Community Highway Safety Grant Application through the Iowa's Governor's Traffic Safety Bureau to provide reimbursement to the City of Johnston for overtime, training, education materials, and equipment.

- g. Consider Resolution No. 16-36 – Acceptance of an Irrevocable Agreement for Annexation and Access to Municipal Utilities. This agreement is for property at 7155 NW 54th Avenue.
- h. Consider Resolution No. 16-39 – Adjusting Administrative salaries.
- i. Consider Resolution No. 16-38 – Approving an Interim Police Chief.
- j. Consider approval of a Purchase Order in the amount of \$9734.60 to Agriland FS, Inc. for spring fertilizer for use in various parks.
- k. Consider a Professional Service Agreement with Snyder & Associates, Inc. for the design of a Bioxide Feed System.
- l. Consider an Agreement for Professional Services with HR Green, Inc. for the design of the Green Meadows West Central Channel Stabilization project.
- m. Consider approval of out-of-state travel for Eric Melton and Molly Mauer to attend the Public Library Association Annual Conference in Denver, Colorado April 5-9, 2016.
- n. Consider Resolution No. 16-44 – Approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements project.
- o. Consider Resolution No. 16-37 – Approving Change Order No. 3 for the Beaver Creek Bank Stabilization No. 1 project.
- p. Consider Resolution No. 16-48 – Accepting the Beaver Creek Bank Stabilization No. 1 project.
- q. Consider approval of Pay Request No. 4 from TK Concrete in the amount of \$6714.25 for work completed as of January 5, 2016 on the Beaver Creek Bank Stabilization No. 1 project.
- r. Consider Amendment No. 1 to the agreement with Foth for the NW 60th Avenue Improvements project.
- s. Receive and file the following reports:
 - 1. Bank Reconciliation Report – January 31, 2016
 - 2. Treasurer’s Investment Report – January 31, 2016
 - 3. Year-to-Date Treasurer’s Report – January 31, 2016
 - 4. Monthly Report Summarization – January 31, 2016
 - 5. Senior Citizens Report – January 31, 2016
 - 6. Year-to-Date Building Permit Report – January 2016
 - 7. Street Division Monthly Operations Report – January 2016
 - 8. Water/Wastewater Department Monthly Operations Report – January 2016

9. NON-CONSENT AGENDA

- a. Consider Third and Final Reading of Ordinance No.940 – Amending Chapter 165.04 (148 and 149) of the Code of Ordinances to require a business license application process for massage businesses in Johnston; and to adopt and publish.
- b. Consider approval of Claims in the amount of \$379,514.57

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

March 7, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
March 21, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT



OFFICES OF CITY ADMINISTRATION
Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

<p>SUBJECT:</p> <p>Public Hearing on the issuance of not to exceed \$5,745,000 General Obligations Bonds Series 2016A</p> <ul style="list-style-type: none"> Resolution 16-40 Instituting proceedings to take additional action for the issuance of not to exceed \$5,745,000 General Obligation Bonds, Series 2016A 	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><i>Jawa</i></p>
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SYNOPSIS:

These public hearings will allow the City to issue General Obligation Bonds, 2016A, of which we will close shortly after July 1, 2016. Taking action now will allow the City to pre-levy for these upcoming issuances. Due to the nature of the projects, four (4) separate hearings will be required. The City's Financial Policy states "total general obligation indebtedness should not exceed 75% of the City's statutory debt limit". The policy further states "self imposed debt limitations may not take into account debt issued as a consequence of voter approved bond referendums." With this issuance the City will be at approximately 76.32% of our debt limit, including the previously borrowed \$14,000,000 for the voter approved Public Safety Building. Excluding the \$14,000,000 we would be at approximately 63.70%.

The first hearing (Res. 16-40) will allow for a meeting on the issuance of not to exceed \$5,745,000 General Obligation Bonds for Essential Corporate Purposes:

	ESTIMATE
• NW 100th	\$ 500,000
• NW 70th	450,000
• Merle Hay East Ph. 1B & Ph. 3 design	1,233,960
• NW 66th Kempton Bridge	430,000
• Merle Hay East Ph 3 Const-NW 60th	1,510,000



The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$5,745,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2016, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$5,745,000 GENERAL OBLIGATION BONDS

16-40

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$5,745,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of:

- a) the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; and

b) the acquisition, construction, reconstruction, enlargement, improvement, and repair of a bridge and approaches thereto in cooperation with Polk County, Iowa,

and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$5,745,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk



OFFICES OF CITY ADMINISTRATION
Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

<p>SUBJECT:</p> <p>Public Hearing on the issuance of not to exceed \$2,580,000 General Obligations Bonds Series 2016A</p> <ul style="list-style-type: none"> Resolution 16-41 Instituting proceedings to take additional action for the issuance of \$2,580,000 General Obligation Bonds, Series 2016A 	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><i>Dura</i></p>
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SYNOPSIS:

These public hearing is the time and place on the matter of the issuance of not to exceed \$2,580,000 General Obligation Bonds, Series 2016A in order to provide funds to pay the costs of the aiding in the planning, undertaking, and carrying out of an urban renewal project under the authority of chapter 403, including Terra Lake projects, and NW 63rd Place construction, for essential corporate urban renewal purposes, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published .

The second hearing (Res. 16-41) will allow for a meeting on the issuance of not to exceed \$2,580,000 General Obligation Bond for Essential Corporate Urban Renewal Purposes for the urban renewal project:

	ESTIMATE
• Terra Lake Project	\$1,452,000
• NW 63rd Place (between MHR & NW 59th Court)	1,000,000

FISCAL IMPACT:

Annual debt and interest payments will be budgeted beginning in FY 16-17. Debt payments will be from property taxes, tax increment finances and fund raising.

RECOMMENDATION

Hold Public Hearing
Approve Resolutions 16-41

87

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,580,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2016, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

16-41

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,580,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$2,580,000 General Obligation Bonds, for the essential corporate urban renewal purposes, in order to provide funds to pay the costs of the aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403, including the Terra Lake project and 63rd Place from Merle Hay to 59th Court Project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$2,580,000 General Obligation Bonds, for the foregoing essential corporate urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk



OFFICES OF CITY ADMINISTRATION
Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

<p>SUBJECT:</p> <p>Public Hearing on the issuance of not to exceed \$175,000 General Obligations Bonds Series 2016A</p> <ul style="list-style-type: none"> Resolution 16-42 Instituting proceedings to take additional action for the issuance of \$175,000 General Obligation Bonds, Series 2016A 	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><i>Jessa</i></p>
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SYNOPSIS:

FISCAL IMPACT:

RECOMMENDATION

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$175,000 General Obligation Bonds, Series 2016A in order to provide funds to pay the costs of the undertaking of a fiber optic project jointly and in cooperation with the Johnston Independent Community School District, for general corporate purposes, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published.

The third hearing (Res. 16-42) will allow for a meeting on the issuance of not to exceed \$175,000 General Obligation Bonds for General Corporate Purposes:

	ESTIMATE
• Fiber Optic Phase 3 & 4 finish Joint Project with the Johnston Schools	\$175,000

Annual debt and interest payments will be budgeted beginning in FY 16-17. Debt payments will be from property taxes.

Hold Public Hearing
Approve Resolutions 16-42

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$175,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2016, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$175,000 GENERAL OBLIGATION BONDS

16-42

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$175,000 General Obligation Bonds, for the general corporate purpose, in order to provide funds to pay the costs of the undertaking of a fiber optic project jointly and in cooperation with the Johnston Independent Community School District, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$175,000 General Obligation Bonds, for the foregoing general corporate purpose.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk



OFFICES OF CITY ADMINISTRATION
Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

<p>SUBJECT:</p> <p>Public Hearing on the issuance of not to exceed \$700,000 General Obligations Bonds Series 2016A</p> <ul style="list-style-type: none"> Resolution 16-43 Instituting proceedings to take additional action for the issuance of \$700,000 General Obligation Bonds, Series 2016A 	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><i>Deresa</i></p>
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SYNOPSIS:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, Series 2016A, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and the acquisition of real estate therefore, for general corporate purposes, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published.

The fourth hearing (Res. 16-43) will allow for meeting on the issuance of not to exceed \$700,000 General Obligation Bonds for General Corporate Purposes:

	ESTIMATE
• Beaver Drive Trail	\$700,000

FISCAL IMPACT:

Annual debt and interest payments will be budgeted beginning in FY 16-17. Debt payments will be from property taxes and fund raising.

RECOMMENDATION

Hold Public Hearing
Approve Resolutions 16-43

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The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2016, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$700,000 GENERAL OBLIGATION BONDS

16-43

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$700,000 General Obligation Bonds, for the general corporate purposes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and the acquisition of real estate therefor, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Bonds, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

February 16, 2016 Meeting

<p>SUBJECT: Consider the following for the NW 60th Avenue Improvements Project (phase 4A).</p> <ul style="list-style-type: none"> • Resolution No. 16-45- A Resolution Adopting Plans, Specifications, form of contract and estimate of cost. • Consideration of construction bids • Resolution No. 16-46-A Resolution Making Award of contract • Resolution No. 16-47 – Approving Construction Contract and Bond 	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Public notice was given on January 19, 2016 that the City of Johnston City Council would conduct a public hearing for the adoption of plans, specifications, form of contract and estimate of cost for the NW 60th Avenue Improvements Project (phase 4A).

Staff is requesting the City Council consider the following:

- Resolution No. 16-45 A Resolution Adopting Plans, Specifications, form of contract and estimate of cost.
- Consideration of construction bids
- Resolution No. 16-46-A Resolution Making Award of Contract.

FISCAL IMPACT

Engineers opinion of cost \$1,180,426.80

Funding for this project will come from the project fund.

RECOMMENDATION:

Approval

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Johnston, State of Iowa.

Date of Meeting: February 16, 2016.

Time of Meeting: 7:00 o'clock P.M.

Place of Meeting: Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Public hearing on the matter of adoption of plans, specifications, form of contract and estimate of costs for the construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road.

- RES NO 16-45 • Resolution adopting plans, specifications, form of contract and estimate of cost
- Consideration of bids and award of contract

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Johnston, Iowa

February 16, 2016

The City Council of the City of Johnston, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 7:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract, and estimated cost for the construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, the Mayor called for any oral objections to the making of such improvements, or to the adoption of the plans, specifications, form of contract or estimate of cost. No oral objections were offered and the Clerk reported that no written objections thereto had been filed.

The City Clerk declared the hearing to be closed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD

Res No 16-45

WHEREAS, on the 12TH day of JANUARY, 2016, plans, specifications, form of contract and estimated cost were filed with the Clerk of the City of Johnston, Iowa, for the construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, within the corporate limits; and

WHEREAS, the plans and specifications are consistent and in compliance with the final grades heretofore established by ordinance for all street to be improved; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimated cost was published as required by law:

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

Section 1. That the plans, specifications, form of contract and estimated cost are hereby approved as the plans, specifications, form of contract and estimated cost for the improvements for the project.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on January 28, 2016, at 2:00 o'clock P.M., and opened pursuant to resolution of the Council and notice duly published for construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)



Foth Infrastructure & Environment, LLC

Tabulation of Bids
City of Johnston
NW 60TH AVENUE IMPROVEMENTS (PHASE 4A)
From Marle Hay Road to 667 ft East of Marle Hay Road
Johnston, Iowa - 2016

Bid Date: Thursday, January 28, 2016
at 2:00 pm

Table with columns: ITEM NO, ITEM CODE, ITEM DESCRIPTION, UNIT, QUANTITY, Engineer's Opinion of Cost (UNIT PRICE, SUBTOTAL), Rognes Corp Ankeny, IA (UNIT PRICE, SUBTOTAL), Halbrook Excavating Ankeny, IA (UNIT PRICE, SUBTOTAL), J & K Contracting LLC Ames, IA (UNIT PRICE, SUBTOTAL), Raccoon Valley Contractors Waukee, IA (UNIT PRICE, SUBTOTAL). Rows include items like CLEARING AND GRUBBING, EXCAVATION, TRENCH AND TRENCHLESS CONSTRUCTION, SEWERS AND DRAINS, WATER MAIN AND APPURTENANCES, and STREETS AND RELATED WORK.

Foth Infrastructure Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
Phone: 515.254.1393
Fax: 515.254.1642



Foth Infrastructure & Environment, LLC

Tabulation of Bids
 City of Johnston
 NW 60TH AVENUE IMPROVEMENTS (PHASE 4A)
 From Merle Hay Road to 667 R East of Merle Hay Road
 Johnston, Iowa - 2016

Bid Date: Thursday, January 28, 2016
 at 2:00 pm

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Rognes Corp Ankeny, IA		Halbrook Excavating Ankeny, IA		J & K Contracting LLC Ames, IA		Raccoon Valley Contractors Waukee, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
7.10	7030-G-1000	DETECTABLE WARNINGS	SF	144	\$ 40.00	\$ 5,760.00	\$ 42.25	\$ 6,084.00	\$ 45.00	\$ 6,480.00	\$ 33.00	\$ 4,752.00	\$ 47.00	\$ 6,768.00
7.11	7030-H-1006	DRIVEWAY, PAVED, 6 IN.	SY	372	\$ 45.00	\$ 16,740.00	\$ 42.25	\$ 15,717.00	\$ 45.00	\$ 16,740.00	\$ 34.00	\$ 12,648.00	\$ 42.00	\$ 15,624.00
7.12	7030-H-1007	DRIVEWAY, PAVED, 7 IN.	SY	341	\$ 50.00	\$ 17,050.00	\$ 45.25	\$ 15,430.25	\$ 48.00	\$ 16,368.00	\$ 40.00	\$ 13,640.00	\$ 52.00	\$ 17,732.00
7.13	7030-H-2006	DRIVEWAY, GRANULAR (CLASS A)	TON	41	\$ 30.00	\$ 1,230.00	\$ 28.00	\$ 1,148.00	\$ 28.00	\$ 1,148.00	\$ 35.00	\$ 1,435.00	\$ 27.00	\$ 1,107.00
7.14	7030-H-2009	DRIVEWAY, GRANULAR (RED BRICK STONE)	TON	60	\$ 75.00	\$ 4,500.00	\$ 05.00	\$ 3,000.00	\$ 28.00	\$ 1,680.00	\$ 85.00	\$ 5,100.00	\$ 126.00	\$ 7,560.00
7.15	7040-A-1000	FULL DEPTH PATCH, PCC	SY	134	\$ 75.00	\$ 10,050.00	\$ 78.50	\$ 10,510.00	\$ 85.00	\$ 11,300.00	\$ 110.00	\$ 14,740.00	\$ 96.00	\$ 12,864.00
7.16	7040-H-1000	PAVEMENT REMOVAL	SY	2100	\$ 29.00	\$ 60,900.00	\$ 10.00	\$ 21,000.00	\$ 16.00	\$ 33,600.00	\$ 12.00	\$ 25,200.00	\$ 7.00	\$ 14,700.00
7.17		TEMPORARY GRANULAR SURFACING	TON	800	\$ 35.00	\$ 28,000.00	\$ 38.00	\$ 30,400.00	\$ 25.00	\$ 20,000.00	\$ 40.00	\$ 32,000.00	\$ 28.00	\$ 22,400.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL														
8.1		TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 66,500.00	\$ 66,500.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00
8.2		PAINTED PAVEMENT MARKINGS, DURABLE	STA	9.8	\$ 270.00	\$ 2,646.00	\$ 240.00	\$ 2,352.00	\$ 275.00	\$ 2,685.00	\$ 240.00	\$ 2,352.00	\$ 3.00	\$ 29.40
8.3		PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4	\$ 880.00	\$ 3,520.00	\$ 210.00	\$ 840.00	\$ 250.00	\$ 1,000.00	\$ 210.00	\$ 840.00	\$ 210.00	\$ 840.00
DIVISION 9 - SITE WORK AND LANDSCAPING														
9.1	9010-B-1100	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	ACRE	0.9	\$ 4,000.00	\$ 3,200.00	\$ 4,250.00	\$ 3,400.00	\$ 4,750.00	\$ 3,800.00	\$ 4,000.00	\$ 3,200.00	\$ 4,250.00	\$ 3,400.00
9.2	9010-B-1400	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 4 (URBAN TEMP. MIX)	ACRE	0.8	\$ 2,000.00	\$ 1,600.00	\$ 2,000.00	\$ 1,600.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 2,000.00	\$ 1,600.00
9.3	9010-D-1000	WATERING	MGAL	70	\$ 50.00	\$ 3,500.00	\$ 10.00	\$ 700.00	\$ 65.00	\$ 4,550.00	\$ 40.00	\$ 2,800.00	\$ 60.00	\$ 4,200.00
9.4	9010-E-1000	WARRANTY	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
9.5	9040-A-2000	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
9.6	9040-D-1000	FILTER SOCKS, INSTALLATION	LF	1,500	\$ 2.00	\$ 3,000.00	\$ 2.00	\$ 3,000.00	\$ 1.75	\$ 2,625.00	\$ 2.00	\$ 3,000.00	\$ 1.50	\$ 2,250.00
9.7	9040-D-2000	FILTER SOCKS, REMOVAL	LF	1,500	\$ 0.50	\$ 750.00	\$ 0.30	\$ 450.00	\$ 0.50	\$ 750.00	\$ 0.25	\$ 375.00	\$ 0.30	\$ 450.00
9.8	9040-T-1000	INLET PROTECTION	EA	6	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 110.00	\$ 660.00	\$ 50.00	\$ 300.00	\$ 100.00	\$ 600.00
9.9	9040-T-2000	INLET PROTECTION MAINTENANCE	EA	6	\$ 25.00	\$ 150.00	\$ 10.00	\$ 60.00	\$ 12.00	\$ 72.00	\$ 25.00	\$ 150.00	\$ 10.00	\$ 60.00
9.10	9060-D-1000	WOOD FENCE, REMOVE AND REINSTALL	LF	15	\$ 50.00	\$ 750.00	\$ 90.00	\$ 1,350.00	\$ 100.00	\$ 1,500.00	\$ 90.00	\$ 1,350.00	\$ 60.00	\$ 900.00
9.11	9060-E-1000	REMOVAL OF FENCE	LF	35	\$ 15.00	\$ 525.00	\$ 10.00	\$ 350.00	\$ 15.00	\$ 525.00	\$ 9.00	\$ 315.00	\$ 10.00	\$ 350.00
9.12	9080-F-1000	TEMPORARY CONSTRUCTION FENCE	LF	1,500	\$ 5.00	\$ 7,500.00	\$ 2.50	\$ 3,750.00	\$ 2.25	\$ 3,375.00	\$ 2.00	\$ 3,000.00	\$ 2.00	\$ 3,000.00
9.13		TREE PROTECTION	EA	3	\$ 150.00	\$ 450.00	\$ 250.00	\$ 750.00	\$ 125.00	\$ 375.00	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00
9.14	9070-A-1000	MODULAR BLOCK RETAINING WALL - BIORETENTION BASIN	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 8,400.00	\$ 12,800.00	\$ 7,500.00	\$ 15,000.00	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00
9.15		CONCRETE WALL CAP AND LANDSCAPING APRON	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 13,000.00	\$ 26,000.00	\$ 17,500.00	\$ 35,000.00	\$ 10,000.00	\$ 20,000.00	\$ 12,500.00	\$ 25,000.00
9.16		ORNAMENTAL METAL RAILING	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,600.00	\$ 7,200.00	\$ 3,100.00	\$ 6,200.00
SUBTOTAL						\$ 1,124,216.00								
CONTINGENCY						\$ 56,210.80								
TOTAL BASE BID (Items 1.1 to 9.16)						\$ 1,180,426.80		\$ 1,150,402.45		\$ 1,187,077.00		\$ 1,232,109.00		\$ 1,460,258.00
Bid Bond								X				X		X
Corrected														

I hereby certify that this is a true and correct tabulation of bids received on January 28, 2016 for the 2016 NW 60th Avenue Improvements (Phase 4A), Johnston, Iowa - 2016

Jared Rokke 2/1/2016
 Jared Rokke, P.E. License No. 21649 Date

The Council considered the bids received and opened pursuant to resolution of the Council and notice duly published for construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, in accordance with the plans and specifications therefor.

Council Member _____ moved and Council Member _____ seconded the motion as follows:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ o'clock _____ .M. on the _____ day of _____, 2016, at this place.

The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONTRACT FOR THE NW
60TH AVENUE IMPROVEMENTS (PHASE 4A) MERLE HAY ROAD
TO 667 FT EAST OF MERLE HAY ROAD

RES No 16-46

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, STATE OF IOWA:

Section 1. That the bid of ROGUES CORP of ANKENY, IA, in the amount of \$ 1,191,402.45, for the construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, described in the plans and specifications heretofore adopted by this Council for the project, after public hearing on published notice required by law, be and is hereby accepted, the same being the lowest responsive, responsible bid received for the work.

Section 2. The Mayor and Clerk are hereby directed to execute the contract awarded above for the construction of the improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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

City Clerk, City of Johnston, State of Iowa

(SEAL)

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Johnston, State of Iowa.
Date of Meeting: _____, 2016.
Time of Meeting: 7:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Res No 1447 • Resolution approving contract and bond for the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Johnston, Iowa

_____, 2016

The City Council of the City of Johnston, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 7:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND FOR THE NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONTRACT AND BOND FOR THE NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD

RES No 16-4

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, STATE OF IOWA:

That the construction contract and bond executed for the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City and proof of insurance coverage be and the same are hereby approved as follows:

Contractor: ROGUES, CORP of ANKENY, IA

Date of contract: 2/11/16

Bond surety: 1001060064

Date of Bond: 2/9/2016

Portion of Project: All construction work

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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

City Clerk, City of Johnston, State of Iowa

(SEAL)

Report of Opening of Construction Bids

A public meeting was held at 2:00 o'clock P.M., on January 28, 2016, at the Office of the City Clerk, City Hall, 6221 Merle Hay Road, Johnston, Iowa, presided over by the City Clerk or her designee of the City of Johnston, State of Iowa.

Present Were:

DAVE CUBITT, CITY OF JOHNSTON, MATT GREINER,

CITY OF JOHNSTON, JARED ROCKE, FOTH.

The City Clerk or her designee thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the NW 60th Avenue Improvements (Phase 4A) Merle Hay Road to 667 FT East of Merle Hay Road, in accordance with the plans and specifications heretofore filed with the Clerk of the City. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

Name and Address of Bidder

Amount of Bid

SEE ATTACHED LIST.

Whereupon the City Clerk or her designee declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice of bids heretofore published.

City Clerk or her designee



Foth Infrastructure & Environment, LLC

Tabulation of Bids
City of Johnston
NW 60TH AVENUE IMPROVEMENTS (PHASE 4A)
From Merle Hay Road to 667 ft East of Merle Hay Road
Johnston, Iowa - 2016

Bid Date: Thursday, January 28, 2016

at 2:00 pm

Table with columns: ITEM NO, ITEM CODE, ITEM DESCRIPTION, UNIT, QUANTITY, Engineer's Opinion of Cost (UNIT PRICE, SUBTOTAL), Rognes Corp Ankeny, IA (UNIT PRICE, SUBTOTAL), Halbrook Excavating Ankeny, IA (UNIT PRICE, SUBTOTAL), J & K Contracting LLC Ames, IA (UNIT PRICE, SUBTOTAL), Raccoon Valley Contractors Waukee, IA (UNIT PRICE, SUBTOTAL). Rows include items like EXCAVATION AND GRADING, TRENCH AND TRENCHLESS CONSTRUCTION, SEWERS AND DRAINS, WATER MAIN AND APPURTENANCES, STRUCTURES FOR SANITARY AND STORM SEWER, and STREETS AND RELATED WORK.

Foth Infrastructure Environment, LLC
8191 Birchwood Court, Suite 1
Johnston, Iowa 50131
Phone 515 254 1393
Fax 515 254 1642



February 1, 2016

Dave Cubit
Public Works Director
6400 NW Beaver Drive
Johnston, IA 50266

**RE: Recommendation of Award of Contract
NW60th Avenue Improvements (Phase 4A)
Merle Hay Road to 667 ft East of Merle Hay Road**

Dear Mr. Cubit:

The Bid Letting for the referenced Project was held on January 28th, 2016 and bids were received from a total of four (4) different bidders. A summary of the bids is as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Bid Amount</u>
Rognes Corporation	Ankeny, IA	\$1,159,402.45
Halbrook Excavating	Ankeny, IA	\$1,187,077.00
J&K Contracting LLC	Ames, IA	\$1,232,199.00
Raccoon Valley Contractors	Waukee, IA	\$1,460,258.00

Our Engineer's Opinion of Probable Cost for this project was \$1,180,436.00.

We have reviewed the lowest responsive bid and bid attachments and everything appears to be in order, please find attached a detailed Tabulation of Bids. It is recommended that the City of Johnston award contract for this work to Rognes Corporation, of Ankeny, IA in the amount of \$1,159,402.45. Appropriate contract documents have been prepared for signatures and forwarded to the Contractor for City Council award on February 16th, 2016.

Please let me know if you have any questions or need additional information.

Sincerely,
Foth Infrastructure and Environment, LLC

A handwritten signature in black ink, appearing to read "Jared Rokke".

Jared Rokke, P.E.
Project Engineer

Encl: Tabulation of Responsive Bids

CONTRACT

Project No. _____
CONTRACT NO. _____
DATE _____

THIS CONTRACT, made and entered into at _____ this _____ day of February, 2016, by and between the City of Johnston, Iowa by its City Administrator, upon order of its City Council hereinafter called the "Owner," and Rognes Corp., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the City, in the office of the City Clerk. This contract includes all Contract Documents.

The term "Contract Documents" means and includes the following:

- A. Notice To Bidders and Notice of Public Hearing**
- B. Instructions to Bidders**
- C. Proposal**
- D. Bid Bond**
- E. Contract**
- F. Performance Bond**
- G. Regulations of the Contract**
- H. Supplemental Regulations**
- I. Special Conditions**
- J. Detailed Specifications**
- K. Plans Numbered 1 through 10.**
- L. Standard Drawings**
- M. Addenda Number ____ through ____.**
- N. Change Orders Number ____ through ____.**
- O. Notice to Proceed**

The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2014 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the City.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

CONTRACT CONT.

Project No. _____

**NW60TH AVENUE IMPROVEMENTS (PHASE 4A)
FROM MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD
Project No. 15J005.01**

Construction of the NW60TH AVENUE IMPROVEMENTS (PHASE 4A) FROM MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD including all materials, labor and equipment necessary for the installation of approximately: **2190 SY of PCC paving, 330 SY of HMA paving, 850 SY of PCC sidewalk and shared use path, 715 SY of PCC driveways, 135 SY of PCC full depth patching, 115 LF of 6" water main, 725 LF of 8" water main, 80 LF of Auger Bored 8" water main with casing pipe, 1 EA live tap water main connection, 810 LF of storm sewer, 4 EA storm sewer manholes, 5 EA storm intake structures, 2 EA bioretention basins, 660 LF of sanitary sewer, 3 EA sanitary sewer manholes, pavement markings, granular entrances, erosion control, surface restoration and miscellaneous related work and appurtenances.**

The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of One Million One Hundred Fifty-Nine Thousand Four Hundred Two and 45/100 dollars (\$1,159,402.45) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the City and to fully complete the project by Substantial Completion (NW 60th and Fareway driveways open to traffic) by August 31, 2016 and Final Completion (Bioretention/Surface Restoration) by September 30, 2016.; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

OWNER

CONTRACTOR

By _____

Rognes Corp
Contractor

(Seal)
ATTEST:

By Wanda Rognes
Signature

President
Title

FORM APPROVED BY:

720 SW Goodwin St
Street Address

Attorney for Owner

Ankeny, IA 50023
City, State, Zip Code

515-965-0030
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CD929-60 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT CONT.

Project No. _____

Project Name: NW 60th Avenue Improvements (Phase 4A)

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

**PROJECT ADDENDUM TO THE URBAN STANDARD
SPECIFICATION FOR PUBLIC IMPROVEMENTS**

See the following attachment dated April 7, 2014 for amendments and revisions that apply to **NW 60th Avenue Improvements (Phase 4A), from Merle Hay Road to 667 ft East of Merle Hay Road**. These provisions modify those standards set forth in the latest version of the Urban Standard Specifications for Public Improvements. All sections of the specifications not changed by these amendments shall remain in effect.

**SUPPLEMENTAL SPECIFICATION FOR
JOHNSTON, IOWA
IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS
FOR PUBLIC IMPROVEMENTS
2014 EDITION**

April 7, 2014

Effective April 7, 2014 the City of Johnston hereby adopts as its official standard specification the Iowa Statewide Urban Standard Specifications for Public Improvements 2014 Edition. The 2014 edition shall be applicable for all projects approved by the City of Johnston from and after this date. The 2014 edition shall remain the adopted Standard Specification for the City of Johnston until subsequent action by the City. Issuance of a subsequent edition of the Statewide Urban Standard Specifications shall not affect the effective edition for purposes of the City of Johnston. For projects approved prior to the effective date of the 2014 edition, construction shall be in accordance with the applicable edition at the time of approval, or the edition stated in the approved construction documents. Provided, however, any project approved under a prior edition may be constructed in accordance with the 2014 edition.

This Supplemental Specification incorporates the modifications and deletions to the Iowa Statewide Urban Standard Specifications for Public Improvements as adopted by the City of Johnston as its Official Standard Specifications for Public Improvements. The modifications and deletions set forth in this Supplemental Specification take precedence over the provisions of the Iowa Statewide Urban Standard Specifications for Public Improvements, 2014 Edition. This Supplemental Specification supersedes all previous City of Johnston Special Provision and Supplemental Specification.

1. Division 1 - General Provisions and Covenants, Section 1010 - Definitions under Paragraph **1.03 DEFINITIONS AND TERMS**, delete "**ENGINEER**" in its entirety and insert the following:

"ENGINEER. See Jurisdictional Representative".

2. Division 1 - General Provisions and Covenants, Section 1010 - Definitions under Paragraph **1.03 DEFINITIONS AND TERMS**, delete "**JURISDICTIONAL ENGINEER**" in its entirety and insert the following:

"JURISDICTIONAL ENGINEER. See Jurisdictional Representative".

3. Division 1 - General Provisions and Covenants, Section 1010 - Definition under Paragraph **1.03 DEFINITIONS AND TERMS** following **JURISDICTIONAL ENGINEER** insert the following new definition:

"JURISDICTIONAL REPRESENTATIVE. The Jurisdictional Representative is the authorized representative of the City of Johnston."

4. Delete Division 1 - General Provisions and Covenants, Section 1020 - Proposal Requirements and Conditions in its entirety.
5. Delete Division 1 - General Provisions and Covenants, Section 1030 - Approval for Award and Award of Contract in its entirety.
6. Delete Division 1 - General Provisions and Covenants, Section 1040 - Scope of Work in its entirety.
7. Delete Division 1 - General Provisions and Covenants, Section 1050 - Control of Work in its entirety.
8. Division 1 - General Provisions and Covenants, Section 1070 - Legal Relations and Responsibility to the Public delete entire section except for "**2.06 TRAFFIC CONTROL**", "**2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES**", and "**2.09 LAND MONUMENTS**".
9. Delete Division 1 - General Provisions and Covenants, Section 1080 - Prosecution and Progress in its entirety.
10. Delete Division 1 - General Provisions and Covenants, Section 1090 - Measurement and Payment in its entirety.
11. Division 2 - Earthwork, Section 2010 - Earthwork, Sub-grade, and Sub-base under **PART 3 - EXCAVATION, 3.03 EXCAVATION**, delete Paragraph "**I. Removal or Filling of Pipe Culverts, Pipes and Culverts**" in its entirety and insert the following:
 - "I. Abandoned culverts, sewers, water mains or other conduits:
 - a. Notify Jurisdictional Representative whenever abandoned or apparently abandoned culvert or other conduit is encountered during construction.
 - b. Contractor shall be required to undertaken work to remove abandoned culvert or conduit as provided herein.
 - c. Abandoned culverts shall be removed in their entirety.
 - d. For all other conduits abandonment shall be in the same manner as the type of pipe most similar to the unidentified conduit either as applicable.

- e. With the approval of the Jurisdictional Engineer, a line may be abandoned with flowable mortar or CLSM (comply with Section 3010) by gravity flow or pumping.
 - f. Compensation for the removal of abandoned pipes shall be considered incidental to construction."
12. Division 3 - Trench, Backfill, and Trenchless, Section 3010 - Trench and Backfill, under **PART 1 - TRENCH AND BACKFILL, 1.08 MEASUREMENT AND PAYMENT**, delete Paragraph "**B. Rock Excavation:**" in its entirety.
13. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 2 - PRODUCTS, 2.01 MATERIALS EXCAVATED FROM A TRENCH** delete Paragraph "**B. Rock Excavation.**" in its entirety and insert the following:
- "B. Rock Excavation:** Considered as Standard Trench Excavation."
14. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 2 - PRODUCTS, 2.02 BEDDING AND BACKFILL MATERIAL, A. Class I Material** in Paragraph 2. delete reference to "**gravel**".
15. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 2 - PRODUCTS, 2.05 STABILIZATION (FOUNDATION) MATERIALS**, delete Paragraph "**B & C**". in its entirety and insert the following:
- "B.** Jurisdictional Representative may authorize a change in gradation subject to materials available locally at the time of construction. With approval of Jurisdictional Representative, crushed concrete (PCC) may be used if it is substantially the same gradation and durability as crushed stone."
16. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 3 - EXECUTION, 3.05 PIPE BEDDING AND BACKFILL, A. General** following Paragraph 5., add the following:
- "6.** If width of trench exceeds the dimensions shown on Figure 3010.101 and Figure 3010.102, designated as "TW" or "1.25 x OD", for any rigid pipe, increase class of bedding as required to provide sufficient bedding strength. Obtain approval of Jurisdictional Representative for increased bedding class prior to installation. This provision applicable regardless of allowable bury depth as shown on Figure 3010.102.

17. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 3 - EXECUTION, 3.06 TRENCH COMPACTION TESTING, C. Field Testing:** delete Paragraph "**1. Testing Frequency and Locations:**" in its entirety and insert the following:
- "1. **Testing Frequency and Locations:** Perform testing of final trench backfill beginning at a depth of 2 feet above the top of pipe, as follows:
 - a. Coordinate the timing of testing with Jurisdictional Representative.
 - b. Jurisdictional Representative will determine the location of testing.
 - c. For each 2 vertical feet of consolidated fill, provide tests at a maximum horizontal spacing of 200 feet and at all street or trail crossings.
 - d. Additional testing may be required by the jurisdictional Representative in the event of non-compliance, changing conditions, or the determination by the jurisdictional Representative that additional testing is required to document compaction. Additional tests shall be provided at no cost to the Jurisdiction.
 - e. If necessary, excavate to the depth and size as required by the Jurisdictional Representative to allow compaction tests. Place backfill material and re-compact."
18. Division 3 - Trench and Trenchless Construction, Section 3020 – Trenchless Construction, **PART 2 - PRODUCTS, 2.02 – CASING PIPE, B. Joints:** delete Paragraph 2 in its entirety.
19. Division 4 - Sewer and Drains, Section 4010 - Sanitary Sewers, **PART 2 - PRODUCTS, under 2.01 – SANITARY SEWER (Gravity Mains),** delete Paragraph "**A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8"- 15"**", delete Paragraph "**B. Solid Wall Polyvinyl Chloride Pipe (PVC) 18"- 27"**", delete Paragraph "**C. Corrugated Polyvinyl Chloride Pipe(PVC) 8"-36"**", delete Paragraph "**D. Closed Profile Polyvinyl Chloride(PVC) 21"-36"**", delete Paragraph "**H. Vitrified Clay Pipe (VCP) 8"- 42"**" in their entirety.
20. Division 4 – Sewers and Drains, Section 4010 – Sanitary Sewers, under **PART 2 – PRODUCTS, 2.02 SANITARY SEWER FORCE MAINS, B. Polyvinyl Chloride Pipe (PVC)** add the following:
- "1. Or equal, as approved by the Jurisdictional Representative."
21. Division 4 – Sewers and Drains, Section 4010 - Sanitary Sewers, **Part - 2 PRODUCTS, 2.02 SANITARY SEWER FORCE MAINS, E. Tracer Wire Station** following paragraph 4., add the following:
- "5. Or other as approved by the Jurisdictional Representative."

22. Division 4 - Sewers and Drains, Section 4010 - Sanitary Sewers, under **PART 3 - EXECUTION, 3.02 - GRAVITY SEWER INSTALLATION, A. General** following Paragraph 7. add the following:
- "8. Existing sanitary sewers may not be used for discharge of underground or surface water at any time without prior approval of Jurisdictional Representative."
23. Division 4 - Sewers and Drains, Section 4010 - Sanitary Sewers, under **PART 3 - EXECUTION, 3.08 SANITARY SEWER ABANDONMENT, B.** Fill delete Paragraph 2 in its entirety and substitute the following:
- "2. Fill the line to be abandoned with flowable mortar or CLSM (comply with section 3010) by gravity flow or pumping."
24. Division 4 - Sewers and Drains, Section 4010 - Sanitary Sewers, under **PART 3 - EXECUTION, 3.11 TOLERANCES, A. Gravity Main** delete Paragraph 3 in its entirety and substitute the following:
- "3. Low spots holding water will be considered unacceptable and must be removed and reinstalled to proper grade for sewers designed at 0.8% slope or less, for slopes greater than 0.8% slope refer to the table."
25. Division 4 - Sewers and Drains, Section 4020 - Storm Sewers, under **Part 2 - PRODUCTS, 2.01 STORM SEWERS**, delete Paragraphs C,D, and F-K in its entirety.
26. Division 4 - Sewers and Drains, Section 4020 - Storm Sewers under **PART 3 - EXECUTION, 3.02 PIPE INSTALLATION, A. General** following Paragraph 7 add the following:
- "8. Jurisdictional Representative may require downstream end of new storm sewers to be plugged prior to final acceptance. If Jurisdictional Representative requires downstream end of storm sewers to be plugged during construction, contractor responsible to provide appropriate facilities to accommodate drainage normally tributary to new storm sewers under construction without adverse consequences to downstream or adjoining property owners.
9. Contractor will be required to provide appropriate facilities to prevent washing of silt and soil into new and existing storm sewers including but not limited to, the installation of silt ponds.

10. Jurisdictional Representative may require installation of appropriate mechanisms for control of silt and soil washing into storm sewers including installation of silt ponds installed by deleting portion of storm sewer during construction, and installation of temporary silt pond at the storm sewer section.
 11. Contractor responsible for cleanup and restoration of any areas disturbed by silt and soil washing into storm sewer sections including, but not limited to, removal of silt and soil from new storm sewers, removal of silt and soil from existing storm sewers, and cleanup of any silt and soil discharge from new or existing storm sewers onto adjoining property, whether public or private.
 12. Provide tracer wire along all storm sewer lines including footing drain sewer collectors where location of storm sewer cannot be determined as a straight tangent between manholes and other visible access points. Tracer wire materials and installation shall be as specified in Division 5- Water Mains and Appurtenances. Final determination of pipes requiring tracer wire shall be by City of Johnston."
27. Division 4 – Sewers and Drains, Section 4020 - under **PART 3 - EXECUTION, 3.05 TOLERANCES**, delete Paragraph 3 in its entirety and substitute the following:
- "3. Low spots holding water will be considered unacceptable and must be removed and reinstalled to proper grade."
28. Division 4 – Sewers and Drains, Section 4020 - under **PART 3 - EXECUTION, 3.07 STORM SEWER ABANDONMENT, B. Fill** delete paragraph 2 in its entirety and add the following:
- "2. Fill the line to be abandoned with flowable mortar or CLSM (comply with Section 3010) by gravity flow or pumping."
29. Division 4 - Sewers and Drains, Section 4020 - Storm Sewers, under **PART 3 - EXECUTION, 3.09 CLEANING, INSPECTION AND TESTING** add the following:
- "3.10 PIPE END SECTIONS**
- Install apron guard on all 15 inch to 54" storm sewers, or on smaller storm sewers where requested by Jurisdictional Representative. Construct as shown on Iowa DOT Standard Road Plan RF-26."
30. Division 4 - Sewers and Drains, Section 4030 - Pipe Culverts, under **PART 2 - PRODUCTS, 2.01 PIPE CULVERTS, B. Entrance Pipe Culvert** delete "4.", "5.", "6.", "7." and "8." in their entirety.

31. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.01 FOOTING DRAIN COLLECTORS, A. Polyvinyl Chloride Pipe and Fittings (Solid Wall PVC)**: following "3." add the following:

"4. Not allowed under street pavement except for required transverse crossings."

32. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.01 FOOTING DRAIN COLLECTORS, B. Corrugated Polyvinyl Chloride Pipe and Fittings (Corrugated PVC)**: following "4." add the following:

"5. Not allowed under street pavement except for required transverse crossings."

33. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.01 FOOTING DRAIN COLLECTORS, C. High Density Polyethylene Pipe and Fittings (HDPE)**: following "2." add the following:

"3. Not allowed under street pavement except for required transverse crossings."

34. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.03 TYPE 2 SUBDRAINS (COMBINATION SUBDRAIN FOOTING DRAIN COLLECTOR), 3. HDPE Pipe**: following "3." add the following:

"4. Not allowed under street pavement except for required transverse crossings."

35. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.05 Subdrain Outlet, A. Corrugated Metal Pipe (CMP)**: following "4." add the following:

"5. Use of CMP not allowed under existing or proposed pavement or driveways."

36. Division 4 - Sewers and Drains, Section 4060 - Cleaning, Inspection and Testing of Sewers, under **PART 3 - EXECUTION, 3.03 VIDEO INSPECTION, A. General.**, delete Paragraph "1." in its entirety and substitute the following:

"1. Conduct video inspection of all new and rehabilitated sanitary sewers and storm sewers after all backfill and compaction operations are completed and has been in place for a minimum of 30 days, but prior to any paving over sewers."

37. Division 4 - Sewers and Drains, Section 4060 - Cleaning, Inspection and Testing of Sewers, under **PART 3 - EXECUTION, 3.03 VIDEO INSPECTION, B. Inspection Procedure**, delete paragraph "3." in its entirety and add the following:
- "2. Inspect all lateral connections, lateral lines, and other observations at right angles utilizing the pan and tilt capabilities of the camera."
38. Division 5 - Water Mains and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.01 WATER MAIN**: delete "**C. Prestressed Concrete Cylinder Pipe**" in its entirety.
39. Division 5 - Water Mains and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.02 BOLTS FOR WATER MAIN AND FITTINGS, B. Other Bolts and Nuts**, delete paragraph "2." in its entirety.
40. Division 5 - Water Mains and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.03 FITTINGS**, delete "**B. For Prestressed Concrete Cylinder Pipe:**" in its entirety.
41. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials**, Paragraph 1. **Copper Pipe**: following "b." add the following:
- "c. Use for water services 2 inches and smaller.
 - d. Minimum size: 1 inch.
 - e. Use flared end fittings only."
42. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Appurtenances, under **PART 2 - PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials**, under Paragraph "2. DIP", add the following:
- "a. Use for services 4 inches and larger."
43. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Appurtenances, under **PART 2 - PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials**, delete "3.", "4." and "5." in their entirety.
44. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Appurtenances, under **PART 3 - EXECUTION**, delete "**3.04 ADDITIONAL REQUIREMENTS FOR PRESTRESSED CONCRETE CYLINDER PIPE INSTALLATION**" in its entirety.

45. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 3 - EXECUTION, 3.10 WATER SERVICE STUB**, delete paragraph "B." in its entirety and add the following:

"B. Install 1 inch corporation valves tapped at 45 degrees above horizontal at a minimum distance of 24 inches from pipe bell or other corporation. Install 1 ½ or 2 inch corporation valves tapped horizontal a minimum distance of 24 inches from pipe bell or other corporation.

46. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 3 - EXECUTION, following 3.11 TESTING AND DISINFECTION**, add the following:

"3.12 WATER SERVICE RELOCATIONS

A. Water Service Stop Box Relocation

1. Relocate Stop Box from its existing location to its new location as shown on the plans or as designated by the Jurisdictional Engineer or authorized representative.
2. When Stop Boxes are not as indicated, the relocation shall be verified by the Jurisdictional Engineer or authorized representative before relocating.

B. Water Service Depth Check

1. Measure and assure that existing water service is a minimum of 60 inches below the finished grade and not in conflict with proposed sewers, walls, and other structures.
2. If the depth of the service is not adequate, the service shall be lowered in accordance with Section 5010.3.12 C., Water Service Lowering.

C. Water Service lowering

1. The existing water service shall be lowered to provide a minimum of 60 inches of earth cover and to minimum clearance as shown in Figure 5010.901 for proposed sewers, walls, and structures.
2. Replace Stop Box and pipe and fittings if required.
3. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.

4. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

D. Lower Water Service with New Copper

1. Replace services that do not meet plumbing code standards with new 1-inch copper tubing.
2. Lower to provide a minimum of 60 inches earth cover and to minimum clearance at proposed sewers, walls, and structures as shown in Figure 5010.901.
3. Replace stop box, if required.
4. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.
5. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

E. New Water Service

1. At locations where plumbing code enforcement dictates that the existing water service must be reconstructed in conjunction with relocating water services or relocating stop boxes, the existing water service must be reconstructed from the water main to and including the stop box.
2. The new service shall be constructed to provide a minimum of 60 inches of earth cover to minimum clearances at proposed sewers, walls, and structures as shown in Figure 5010.901.
3. Utilize the existing corporation tap on the water main and provide all new materials required.
4. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.
5. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

F. Water Service Relocation

1. Relocate the existing water service when there is a conflict with sewer construction.
2. Relocate Stop Box if required.
3. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.
4. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

3.13 Water Service Disconnection

Water services and stubs within the project area or demolition site, or sites, and any other water service approved by the Jurisdictional Representative shall be disconnected. The water services shall be cut at the corporation stop and the stop closed by a licensed plumber registered in the Jurisdiction. The stop box consisting of the stem and casing shall be completely removed. Abandonment shall be in accordance with the Jurisdiction's Water Department procedures. Water service disconnections shall be inspected and approved by the Jurisdiction.

3.14 WATER MAIN ABANDONMENT

Please refer to Section 4010, under **PART 3 - EXECUTION, 3.08 SANITARY SEWER ABANDONMENT** and follow this procedure for abandoning water main."

47. Division 5 - Water Main and Hydrants, Section 5010 - Pipes and Fittings, add the following figures:

"SP-1 and SP-2, attached herewith are made a part of this Supplemental Specification."

48. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, on Figure SP-1 - 1-inch Service Pipe Installation add the following: "Plan View Distance B is 3 feet".
49. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, on Figure SP-2- 1-1/2" or 2" Service Pipe Installation add the following: "Plan View Distance B is 3 feet".

50. Division 5 - Water Main and Appurtenances, Section 5020 - Valves, Fire Hydrants and Appurtenances, under **PART 3- EXECUTION, 3.04 ADJUSTMENT OF EXISTING VALVE BOX OR FIRE HYDRANT, D. Fire Hydrant Depth**, following paragraph "3." add the following:

"4. All fire hydrant adjustments are to be inspected by the Jurisdictional Representative."

51. Division 5 - Water Main and Appurtenances, Section 5020 - Valves, Fire Hydrants and Appurtenances, under **PART 2- PRODUCTS, 2.02 FIRE HYDRANT ASSEMBLY, C. Features**, delete "5." and substitute the following:

"5. Direction of opening: counter-clockwise only."

52. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2 - PRODUCTS, 2.01 MANHOLE AND INTAKE TYPE**, delete reference in table to Figure 6010.304 for a Type SW-304 manhole.

53. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewer, under **PART 2 - PRODUCTS, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)** delete Paragraph "A." and substitute the following:

"A. Use one of the following methods for grade adjustments of manhole and cover assemblies:

54. Division 6- Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2- PART PRODUCTS, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)** Under "A." delete "2." in its entirety.

55. Division 6- Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2- PART PRODUCTS, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)** following "C." add the following:

"D. Adjustment rings (grade rings) are not allowed for grade adjustments on intakes."

56. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2 - PRODUCTS, 2.13 STEPS**, delete Paragraph "A." in its entirety and add the following:

"A. Provide steps in all circular, precast manholes."

57. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES**, delete **"J. Casting:"** and substitute the following:

"J. Casting: No manholes allowed in pavement unless approved by Jurisdictional Representative. When manhole casting is approved for installation in pavement install casting as specified and adjust to proper grade. In portland cement concrete pavement adjustable casting required. Adjust casting to match slope of finished surface."

58. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.05 CONNECTION TO EXISTING MANHOLE OR INTAKE, C. Sanitary Sewer, 1. General.**, delete paragraph "a." in its entirety and substitute the following:

"a. Core drill new openings in existing manholes and structures unless alternative is approved by Jurisdictional Representative."

59. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.05 CONNECTION TO EXISTING MANHOLE OR INTAKE, C. Sanitary Sewer**, delete Paragraph **"3. Cut and Chipped Opening (Knock-out)"** in its entirety and substitute the following:

"3. Cut and Chipped Opening (Knock-out): Use only when approved by Jurisdictional Representative."

60. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.06 REMOVAL OF MANHOLE OR INTAKE**, delete Paragraph **"A."** delete in its entirety and substitute the following:

"A. Remove the entire structure, unless an alternative method is approved by the Jurisdictional Representative."

61. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.06 REMOVAL OF MANHOLE OR INTAKE, B. Pipes**, delete paragraph **"3."** in its entirety and substitute the following:

"3. Fill the line with flowable mortar or CLSM (comply with Section 3010) by gravity flow or pumping."

62. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 1 - GENERAL, 1.08 MEASUREMENT FOR PAYMENT**, delete Paragraph **"M. Concrete Thickness Pay Factor"** in its entirety.

63. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.02 PAVEMENT CONSTRUCTION, J. Construction of Joints, 1. General**, after paragraph "e." add the following:

"f. KT Joints are not allowed unless approved by Jurisdictional Representative."

64. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.02 Pavement Construction, 3. Sealing**, following "e." add the following:

"f. No backer rod permitted in saw joints. Use only specified joint filler material."

65. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.05 PAVEMENT PROTECTION, A. Weather Conditions, 1. Cold Weather.**, after paragraph "b." add the following:

"c. **Temperatures:** Temperatures will be based on the predicted temperatures by the National Weather Service Station in Johnston. If the temperatures are not predicted to be above 38 degrees Fahrenheit in the 24 hrs following start of paving operations, placement of concrete will not be allowed unless otherwise approved by Jurisdictional Representative."

66. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.08 QUALITY CONTROL, D. Pavement Thickness;**, delete Paragraphs "2.", "9." and "10." in their entirety and modify "1." to read as follows:

- "1. One 4-inch core shall be taken initially for each section of approximately one thousand (1,000) square yards. Additional cores may be required by the Jurisdiction.
- a. The jurisdictional Representative shall evaluate the extent and severity of the deficiencies in the pavement area. Depending on the severity of the deficiencies, the Jurisdictional Representative may require the deficient areas to be removed shall be removed at the Contractor's expense and replaced with pavement meeting the requirements of this specification.
2. At the discretion of the Jurisdictional Representative a mutually acceptable agreement may be negotiated that provides an extended maintenance bond period for deficient pavement areas left in place. If the Jurisdictional Engineer determines it would accept an agreement for an extended guarantee period and a mutually acceptable agreement cannot be negotiated, the deficient areas shall be removed at the Contractor's expense and replaced with pavement meeting the requirements of this specification."

67. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.08 Quality Control** in the table under the heading "Methods of Acceptance of Sampling & Testing" under the entry "Cert. Plant Inspector" change entry to read:

"Quality certification (2 & 4)."

Add the following footnote at bottom of the table:

"(4). Jurisdiction reserves the right to require certified plant inspector on a project-by-project basis."

68. Division 7 - Streets & Related Work, Section 7010 – Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, following 3.08 Quality Control**, add the following:

AT END STREET TERMINATIONS

Temporary Dead End Streets: All temporary dead end streets serving 4 or more lots or exceeding 200 feet in length shall terminate with a temporary turnaround constructed of asphaltic cement concrete pavement with a minimum diameter of 60 feet, or other satisfactory geometric configuration approved by Jurisdiction, to allow for turning of a vehicle, including vehicles required for snow removal.

Dead End Street Barricades. Install permanent barricade at end of all stub end or dead end streets. Permanent barricade shall consist of 5 vertical delineate posts with reflective delineating marked sign indicating dead end street. Location of permanent barricade at dead end street shall be approved by Jurisdictional."

69. Division 7 - Streets and Related Work, Section 7020 - Hot Mix Asphalt Pavement, under **PART 1 - GENERAL, 1.02 DESCRIPTION OF WORK**, following Paragraph "B." add the following:

"C. Use of hot mix asphalt (HMA) pavement for new street construction not allowed."

70. Division 7 - Streets and Related Work, Section 7020 - Hot Mix Asphalt Pavement, under **PART 3 - EXECUTION, 3.06 QUALITY CONTROL**, Paragraph B. subparagraph 5. **Certification**, add the following sentence at the end of the section:

"Jurisdiction reserves the right to require a certified plant inspector on a project-by-project basis."

71. Division 7 - Streets & Related Work, Section 7030 – Sidewalks, Shared Use Paths, and Driveways on Figure 7030.101 and Figure 7030.102 delete "E" joint at the back of the curb and add "E" joint at face of sidewalk.
72. Division 7 - Streets and Related Work, Section 7030 - Sidewalks, Shared Use Paths, and Driveways, on Figure 7030.101 add a note as follows:

"Maximum width of residential driveway is 20 feet at right-of-way line."
73. Division 7 - Streets and Related Work, Section 7030 - Sidewalks, Shared Use Paths, and Driveways, on Figure 7030.102 add a note as follows:

"Maximum width of driveway is 20 feet at right-of-way line."
74. Division 7 - Streets & Related Work, Delete Section 7050 - Asphalt Stabilization in its entirety.
75. Division 7 - Streets & Related Work, Delete Section 7060 - Bituminous Seal Coat in its entirety.
76. Division 7 - Streets & Related Work, Delete Section 7070 - Emulsified Asphalt Slurry Seal in its entirety.
77. Delete Division 8 - Traffic Signals in its entirety.
78. Division 9 - Sitework & Landscaping, Section 9040 - Erosion & Settlement Control, under **PART 3 - EXECUTION, 3.18 SILT FENCES, A. Installation**, following "6." add the following:
 - "7. At time of installation of silt fence, date of installation to be painted on silt fence in clear view on the side of silt fence not to be filled with sediment."
79. Division 10 - Utility Service Location Details, delete Figure 10000.1 and Figure 10000.2 in their entirety.
80. Division 10 - Utility Service Location Details, in lieu of Figure 10000.1 and Figure 10000.2 insert the following requirements for utility service locations in the City of Johnston:
 - "1. Building water service: center of lot with stop box 3 feet from right-of-way (lot line) towards streets, in the sidewalk if a sidewalk is present; one cut mark at top of curb with blue stake at end of service.
 2. Building sewer service: 18 inches right of building water service as viewed from street; two cut marks in top of curb and green stake on end of service.
 3. Building storm sewer: 18 inches left of building water service as viewed from street; three cut marks in top of curb and white stake at end of service."

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the City. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
DIVISION 1 - GENERAL (NOT USED)					
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE					
2.1	CLEARING AND GRUBBING	LS	1	\$ 100,000.00	\$ 100,000.00
2.2	TOPSOIL, ON-SITE	CY	519	\$ 12.00	\$ 6,228.00
2.3	TOPSOIL, FURNISH	CY	250	\$ 35.00	\$ 8,750.00
2.4	EXCAVATION, CLASS 10	CY	1743	\$ 18.00	\$ 31,374.00
2.5	REMOVAL OF UNSUITABLE MATERIAL, CORE OUT	CY	275	\$ 35.00	\$ 9,625.00
2.6	SUBGRADE PREPARATION, 12 IN.	SY	2708	\$ 5.95	\$ 16,112.60
2.7	SUBGRADE TREATMENT, FLY ASH	SY	800	\$ 5.95	\$ 4,760.00
2.8	FLY ASH	TON	81	\$ 45.00	\$ 3,645.00
2.9	MODIFIED SUBBASE, 6 IN.	SY	2708	\$ 12.95	\$ 35,068.60
2.10	REMOVALS, AS PER PLAN	LS	1	\$ 5,500.00	\$ 5,500.00
2.11	REMOVAL AND RELOCATION OF MAILBOX	EA	8	\$ 350.00	\$ 2,800.00
2.12	REMOVAL OF WATER MAIN	LF	705	\$ 12.50	\$ 8,812.50
2.13	PARK BENCH, REMOVE AND SALVAGE	LS	1	\$ 500.00	\$ 500.00
2.14	ABANDONMENT OF WATER MAIN	LF	72	\$ 25.00	\$ 1,800.00
2.15	RED BRICK DRIVEWAY STONE, REMOVE AND SALVAGE	TON	75	\$ 30.00	\$ 2,250.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION					
3.1	POROUS BACKFILL, 1" CLEAN	TON	160	\$ 38.00	\$ 6,080.00
3.2	POROUS BACKFILL, 3" CLEAN	TON	12	\$ 38.00	\$ 456.00
3.3	SEPERATION LAYER, POROUS, 3/8" CLEAN	TON	2	\$ 400.00	\$ 800.00
3.4	BIORETENTION BASIN PLANTING MEDIUM	CY	15	\$ 350.00	\$ 5,250.00
DIVISION 4 - SEWERS AND DRAINS					
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, 6" (INCLUDES DEWATERING)	LF	43	\$ 128.00	\$ 5,504.00
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" (INCLUDES DEWATERING)	LF	617	\$ 130.00	\$ 80,210.00
4.3	SANITARY SEWER SERVICE STUB, 4"	LF	174	\$ 90.00	\$ 15,660.00
4.4	STORM SEWER, TRENCHED, PVC, CORRUGATED, SMOOTH INTERIOR, 12 IN.	LF	29	\$ 120.00	\$ 3,480.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
4.5	STORM SEWER, TRENCHED, RCP, CL V, 15 IN. (GASKETED)	LF	134	\$ 130.00	\$ 17,420.00
4.6	STORM SEWER, TRENCHED, RCP, CL V, 18 IN. (GASKETED)	LF	9	\$ 160.00	\$ 1,440.00
4.7	STORM SEWER, TRENCHED, RCP, CL III, 24 IN. (GASKETED)	LF	83	\$ 150.00	\$ 12,450.00
4.8	STORM SEWER, TRENCHED, RCP, CL III, 36 IN. (GASKETED)	LF	585	\$ 205.00	\$ 119,925.00
4.9	SPECIAL PIPE CONNECTION, STORM SEWER, SW-211	EA	2	\$ 4,000.00	\$ 8,000.00
4.10	SPECIAL PIPE CONNECTION, STORM SEWER SERVICE STUB	EA	1	\$ 2,500.00	\$ 2,500.00
4.11	FIELD TILE AND FITTINGS, PVC UNSPECIFIED DIA.	LF	150	\$ 12.00	\$ 1,800.00
4.12	VIDEO INSPECTION OF SEWERS	LS	1	\$ 5,000.00	\$ 5,000.00
DIVISION 5 – WATER MAIN AND APPURTENANCE					
5.1	WATER MAIN, TRENCHED, PVC C900 DR18, 6 IN.	LF	116	\$ 60.00	\$ 6,960.00
5.2	WATER MAIN, TRENCHED, PVC C900 DR18, 8 IN.	LF	647	\$ 65.00	\$ 42,055.00
5.3	WATER MAIN, TRENCHED, PVC C900 DR18, 8 IN., RESTRAINED JOINT	LF	80	\$ 90.00	\$ 7,200.00
5.4	WATER MAIN, BORED WITH CASING PIPE, 8 IN.	LF	80	\$ 525.00	\$ 42,000.00
5.5	WATER MAIN FITTINGS	LB	897	\$ 9.00	\$ 8,073.00
5.6	LIVE TAP W/ 16"x8" TAPPING SLEEVE	EA	1	\$ 7,800.00	\$ 7,800.00
5.7	WATER SERVICE, 1 IN.	EA	7	\$ 1,500.00	\$ 10,500.00
5.8	VALVE, GATE, 6 IN.	EA	1	\$ 875.00	\$ 875.00
5.9	VALVE, GATE, 8 IN.	EA	5	\$ 1,200.00	\$ 6,000.00
5.10	FIRE HYDRANT ASSEMBLY	EA	3	\$ 4,100.00	\$ 12,300.00
5.11	REMOVAL OF HYDRANT ASSEMBLY	EA	1	\$ 900.00	\$ 900.00
DIVISION 6 – STRUCTURES FOR SANITARY AND STORM SEWER					
6.1	MANHOLE, SANITARY SEWER, SW-301, 48"	EA	3	\$ 4,100.00	\$ 12,300.00
6.2	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1	\$ 6,000.00	\$ 6,000.00
6.3	MANHOLE, STORM SEWER, SW-401 MODIFIED, 60 IN.	EA	3	\$ 9,500.00	\$ 28,500.00
6.4	INTAKE, DOUBLE GRATE, SW-505	EA	2	\$ 3,850.00	\$ 7,700.00
6.5	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506	EA	1	\$ 6,000.00	\$ 6,000.00
6.6	SPECIAL INTAKE, DOUBLE GRATE, SW-506 MODIFIED WQ	EA	2	\$ 16,250.00	\$ 32,500.00
6.7	TEMPORARY INTAKE GROUTING, INSTALL AND REMOVE	EA	2	\$ 2,500.00	\$ 5,000.00
6.8	MANHOLE ADJUSTMENT, MINOR	EA	1	\$ 1,050.00	\$ 1,050.00
6.9	CONNECTION TO EXISTING MANHOLE, SANITARY	EA	1	\$ 4,000.00	\$ 4,000.00
6.10	CONNECTION TO EXISTING MANHOLE, STORM	EA	1	\$ 4,800.00	\$ 4,800.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
6.11	REMOVE MANHOLE OR INTAKE	EA	3	\$ 800.00	\$ 2,400.00
6.12	STORMWATER CHAMBERS AND FITTINGS	EA	2	\$ 9,000.00	\$ 18,000.00
DIVISION 7 – STREETS AND RELATED WORK					
7.1	PAVEMENT, PCC, CLASS C, 7 IN.	SY	2191	\$ 48.75	\$ 106,811.25
7.2	CONCRETE MEDIAN	SY	17	\$ 80.25	\$ 1,364.25
7.3	PAVEMENT, HMA, 6 IN.	SY	330	\$ 50.25	\$ 16,582.50
7.4	REMOVAL OF SIDEWALK AND SHARED USE PATH	SY	779	\$ 9.00	\$ 7,011.00
7.5	REMOVAL OF DRIVEWAY	SY	89	\$ 8.50	\$ 756.50
7.6	SHARED USE PATH, PCC, 6 IN.	SY	698	\$ 40.50	\$ 28,269.00
7.7	SPECIAL SUBGRADE PREP FOR SHARED USE PATH	SY	1042	\$ 12.00	\$ 12,504.00
7.8	SIDEWALK, PCC, 4 IN.	SY	31	\$ 38.50	\$ 1,193.50
7.9	SIDEWALK, PCC, 6 IN.	SY	123	\$ 45.50	\$ 5,596.50
7.10	DETECTABLE WARNINGS	SF	144	\$ 42.25	\$ 6,084.00
7.11	DRIVEWAY, PAVED, 6 IN.	SY	372	\$ 42.25	\$ 15,717.00
7.12	DRIVEWAY, PAVED, 7 IN.	SY	341	\$ 45.25	\$ 15,430.25
7.13	DRIVEWAY, GRANULAR (CLASS A)	TON	41	\$ 28.00	\$ 1,148.00
7.14	DRIVEWAY, GRANULAR (RED BRICK STONE)	TON	60	\$ 65.00	\$ 3,900.00
7.15	FULL DEPTH PATCH, PCC	SY	134	\$ 78.50	\$ 10,519.00
7.16	PAVEMENT REMOVAL	SY	2100	\$ 10.00	\$ 21,000.00
7.17	TEMPORARY GRANULAR SURFACING	TON	800	\$ 38.00	\$ 30,400.00
DIVISION 8 – TRAFFIC SIGNALS AND TRAFFIC CONTROL					
8.1	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
8.2	PAINTED PAVEMENT MARKINGS, DURABLE	STA	9.8	\$ 240.00	\$ 2,352.00
8.3	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4	\$ 210.00	\$ 840.00
DIVISION 9 – SITE WORK AND LANDSCAPING					
9.1	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	ACRE	0.8	\$ 4,250.00	\$ 3,400.00
9.2	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 4 (URBAN TEMP. MIX)	ACRE	0.8	\$ 2,000.00	\$ 1,600.00
9.3	WATERING	MGAL	70	\$ 10.00	\$ 700.00
9.4	WARRANTY	LS	1	\$ 1,000.00	\$ 1,000.00
9.5	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$ 3,000.00	\$ 3,000.00
9.6	FILTER SOCKS, INSTALLATION	LF	1500	\$ 2.00	\$ 3,000.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
9.7	FILTER SOCKS, REMOVAL	LF	1500	\$ 0.30	\$ 450.00
9.8	INLET PROTECTION	EA	6	\$ 100.00	\$ 600.00
9.9	INLET PROTECTION, MAINTENANCE	EA	6	\$ 10.00	\$ 60.00
9.10	WOOD FENCE, REMOVE AND REINSTALL	LF	15	\$ 90.00	\$ 1,350.00
9.11	REMOVAL OF FENCE	LF	35	\$ 10.00	\$ 350.00
9.12	TEMPORARY CONSTRUCTION FENCE	LF	1500	\$ 2.50	\$ 3,750.00
9.13	TREE PROTECTION	EA	3	\$ 250.00	\$ 750.00
9.14	MODULAR BLOCK RETAINING WALL - BIORETENTION BASIN	EA	2	\$ 6,400.00	\$ 12,800.00
9.15	CONCRETE WALL CAP AND LANDSCAPING APRON	EA	2	\$ 13,000.00	\$ 26,000.00
9.16	ORNAMENTAL METAL RAILING	EA	2	\$ 3,500.00	\$ 7,000.00
TOTAL CONSTRUCTION COST					\$ 1,159,402.45

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SURETY BOND NO. 1001060064

KNOW ALL BY THESE PRESENTS:

That we, Rognes Corp., as Principal (hereinafter the “Contractor” or “Principal” and American Contractors Indemnity Company, as Surety are held and firmly bound unto CITY OF JOHNSTON, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million One Hundred Fifty-Nine Thousand Four Hundred Two and 45/100 dollars (\$1,159,402.45), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, _____, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**NW60TH AVENUE IMPROVEMENTS (PHASE 4A)
FROM MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD
Project No. 15J005.01**

Construction of the NW60TH AVENUE IMPROVEMENTS (PHASE 4A) FROM MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD including all materials, labor and equipment necessary for the installation of approximately: 2190 SY of PCC paving, 330 SY of HMA paving, 850 SY of PCC sidewalk and shared use path, 715 SY of PCC driveways, 135 SY of PCC full depth patching, 115 LF of 6” water main, 725 LF of 8” water main, 80 LF of Auger Bored 8” water main with casing pipe, 1 EA live tap water main connection, 810 LF of storm sewer, 4 EA storm sewer manholes, 5 EA storm intake structures, 2 EA bioretention basins, 660 LF of sanitary sewer, 3 EA sanitary sewer manholes, pavement markings, granular entrances, erosion control, surface restoration and miscellaneous related work and appurtenances.

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 4 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Project No. 15J005.01

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in five originals this 9 day of February, 2016.

Surety Countersigned By:

PRINCIPAL:

N/A
Signature of Agent

Rognes Corp.
Contractor

Printed Name of Agent

By: Warren Rognes
Signature
Warren Rognes President and Corporate Secretary
Title

Company Name

SURETY:

Company Address

American Contractors Indemnity Company
Surety Company

City, State, Zip Code

By: [Signature]
Signature Attorney-in-Fact Officer

Company Telephone Number

Jeremy Crawford, Attorney-In-Fact
Printed Name of Attorney-in-Fact Officer

CCI Surety, Inc.
Company Name

1710 N. Douglas Dr., Suite 110
Company Address

Golden Valley, MN 55422
City, State, Zip Code

(763) 543-6993
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Nemeč, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____, _____.

Corporate Seals



[Signature]

Michael Chalekson, Assistant Secretary

Bond No. 1001060064
Agency No. 8219

BA

The Johnston City Council conducted a Goal Setting Worksession on January 28, 2016 at Johnston City Hall, 6221 Merle Hay Road. The meeting began at 4:06 p.m. Mayor Paula Dierenfeld and the following Council Members were present: Clabaugh, Lindeman, Brown, Cope, and Temple. The following staff members were in attendance: City Administrator Jim Sanders, Community Development Director David Wilwerding, Fire Chief Jim Krohse, Chief of Police Bill Vaughn, Parks Director John Schmitz, Library Director Eric Melton, and Public Works Director Dave Cubit. The meeting was facilitated by Jeff Schott, Program Director of the Institute of Public Affairs at the University of Iowa. The meeting adjourned at 7:00 p.m.

Paula S. Dierenfeld, Mayor

Attest:

Cyndee Rhames, City Clerk

JOHNSTON CITY COUNCIL
 Worksession No. 16-04
 Johnston City Hall, 6221 Merle Hay Road
TUESDAY, February 2, 2016
 6:00 p.m.

1. CALL TO ORDER

Mayor Dierenfeld called the meeting to order at 6:03 p.m.

2. ROLL CALL

Present: Clabaugh, Lindeman, Brown, Cope, Temple

Absent: None

Council Member Clabaugh arrived at 6:05 p.m.

3. BUDGET DISCUSSION

a. Information

b. January 15, 2016 Memo

Finance Director Teresa Rotschafer reviewed the information and noted that the proposed budget reflected the \$11.40 tax levy rate that the Council had suggested.

She also answered questions from the Council regarding the proposed budget.

Council members thanked Rotschafer and city staff for their work in getting the budget to the \$11.40 rate.

4. CLOSED SESSION

The Johnston City Council will enter into Closed Session pursuant to *Iowa Code* §20.17(3) – Public Employment Relations (Collective Bargaining) – to conduct a strategy session.

Motion by Lindeman second by Brown to enter into Closed Session

ROLL CALL: Aye: Lindeman, Brown, Cope, Temple, Clabaugh

Nay: None

Motion Approved: 5-0

The meeting entered into Closed Session at 6:24 p.m.

The meeting entered into Open Session at 6:49 p.m.

City Administrator reviewed the proposed schedule for the Moulder & Associates interviews and assessment center for the Chief of Police hiring process.

The meeting adjourned at 7:00 p.m.

 Paula S. Dierenfeld, Mayor

ATTEST:

 Cyndee D. Rhames, City Clerk

JOHNSTON CITY COUNCIL
 COUNCIL MEETING NO. 16-03
 Johnston City Hall, 6221 Merle Hay Road
TUESDAY, February 2, 2015
 7:00 p.m.

1. CALL TO ORDER

Mayor Dierenfeld called the meeting to order at 7:04 p.m.

2. ROLL CALL

Present: Clabaugh, Lindeman, Brown, Cope, Temple
 Absent: None

3. WELCOME

Mayor Dierenfeld welcomed residents and guests to the meeting.

4. PLEDGE OF ALLEGIANCE

Members of the Carstens family led the meeting in the Pledge.

5. AGENDA APPROVAL

Motion by Brown second by Lindeman to approve the Agenda.

ROLL CALL: Aye: Lindeman, Brown, Cope, Temple, Clabaugh
 Nay: None
 Motion Approved: 5-0

6. PUBLIC COMMUNICATIONS

Life-Saving Awards Presentation to Paramedic Andrew Winter, EMT Adam Hoffman, and EMT Andrew Hooper

Fire Chief Jim Krohse and Council Member Matt Brown relayed details of the incident of December 27, 2015 involving Michelle Carstens which led to the Life-Saving awards.

Mrs. Carstens thanked those who had been instrumental in saving her life.

Mayor Dierenfeld and Council Member Brown presented the awards to Winter, Hoffman, and Hooper.

7. PUBLIC HEARINGS

None

8. CONSENT AGENDA

- a. Consider Minutes of January 19, 2016 Council Worksession.
- b. Consider Minutes of January 19, 2016 Council Meeting.
- c. Consider the approval of a special 5-day liquor license for Hy-Vee to cater an event at John Deere Financial on February 5, 2016.
- d. Consider the renewal of a Class C Liquor License to include Sunday sales, outdoor service, and catering privileges for the Greenbriar Restaurant & Bar, 5810 Merle Hay Road.
- e. Consider approval of Out-of-State Travel for Firefighter Tristan Johnson to attend the Fire Department Instructors Conference (FDIC) Annual Conference in Indianapolis, IN on April 20-23, 2016.
- f. Consider setting March 7, 2016 at 7:00 p.m. as the date and time for a Public Hearing on the proposed budget for fiscal year July 1, 2016 through June 30, 2017.
- g. Consider the following items related to the 2016A General Obligation Bonds:
 - Resolution No. 16-27 – Fixing a date for a meeting on the proposition of the issuance of not to exceed \$5,745,000 General Obligation Bonds of the City of Johnston, State of Iowa (for essential corporate purposes), and Providing for Publication of Notice Thereof

- Resolution No. 16-28 - Fixing a date for a meeting on the proposition of the issuance of not to exceed \$2,580,000 General Obligation Bonds of the City of Johnston, State of Iowa (for essential corporate urban renewal purposes), and Providing for Publication of Notice Thereof
 - Resolution No. 16-29 - Fixing a date for a meeting on the proposition of the issuance of not to exceed \$175,000 General Obligation Bonds of the City of Johnston, State of Iowa (for general corporate purposes), and Providing for Publication of Notice Thereof
 - Resolution No. 16-30 – Fixing a date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Johnston, State of Iowa (for general corporate purposes), and Providing for Publication of Notice Thereof
- h. Consider Resolution No. 16-31 – A Resolution to not remand BOA Case 15-15 to the Board of Adjustment for reconsideration.
 - i. Consider Resolution No. 16-32 – A Resolution to not remand BOA Case 15-16 to the Board of Adjustment for reconsideration.
 - j. Consider approval of Pay Application No. 3 from Corell Contractor, Inc. for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road project.
 - k. Consider approval of a Professional Service Agreement with Dixon Engineering to provide Construction Observation Services for maintenance on the NW 107th Street Water Tower.
 - l. Consider approval of a Purchase Order to Quality Flow Iowa for the purchase of grinder tanks and repair parts.
 - m. Consider approval of a Purchase Order to McKinney Excavating for emergency repairs on the low-pressure sewer at NW Coburn Drive and NW Beaver Drive.
 - n. Consider Resolution No. 16-35 – Approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements project.
 - o. Consider Resolution No. 16-33 – Ordering Construction and setting a date of March 7, 2016 for a Public Hearing on the Terra Lake Phase III project.
 - p. Consider Resolution No. 16-34 – Accepting the agreement with Foth Infrastructure and Environment, LLC for wetland monitoring services associated with the Beaver Creek Natural Resource Area Phase III mitigation project.
 - q. Receive and file the following reports:
 1. Annual Collision Summary – 2015
 2. Crime Statistics Trend – 2012-2015
 3. Board of Adjustment Meeting Minutes – January 21, 2016

Motion by Lindeman second by Cope to approve the Consent Agenda

ROLL CALL: Aye: Brown, Cope, Temple, Clabaugh, Lindeman
 Nay: None

Motion Approved: 5-0

9. NON-CONSENT AGENDA

- a. Consider Third and Final Reading of Ordinance No. 939 – Amending the City of Johnston Revised Ordinances by amending Chapter 92.02 – Water Rates, Rates for Service; and adopt and publish. Finance Director Teresa Rotschafer noted that there were no changes from previous consideration.

Motion by Temple second by Cope to approve Third and Final Consideration of Ordinance No. 939 and to adopt and publish.

ROLL CALL: Aye: Cope, Temple, Clabaugh, Lindeman, Brown
 Nay: None

Motion Approved: 5-0

- b. Consider Second Reading of Ordinance No.940 – Amending Chapter 165.04 (148 and 149) of the Code of Ordinances to require a business license application process for massage businesses in Johnston. Chief of Police Bill Vaughn noted that the requested changes from First Consideration had been included in the language for the Second Consideration. He also noted that after a review of the Code, the final Ordinance number for this would be Chapter 124, which would be a new chapter in the code.

carry over to the new plat. Wolfe reminded the Council that with replatting, setbacks can and do change because the configuration of the lot changes, and that in this instance, the replatting removes the 35-foot rear yard setback, and it now becomes a 10-foot side yard setback.

Council Member Cope questioned the applicant on his rationale for replatting the property and moving away from his previous application for an accessory structure. Mr. Coons noted that because of the interpretation of the front yard setback the impact on his plans for the structure meant that construction would be near his septic tank and lateral fields. He noted that replatting him allowed him to create a sellable or buildable lot, and that he'd like to do something with the lot other than mow it. Council Member Cope also questioned Mr. Coons about the overhang issue with the Davis property. Mr. Coons noted that they were continuing to work on the issue, and felt that it was more or less resolved. Council Member Cope also requested clarification on the proposed covenants. Mr. Coons noted that he would like to have some control over what was built and that anything built would be comparable to his home.

Larry Gulleen, 7050 Forest Drive, also addressed the Council, noting that he is concerned about the nature of the residence that would be built on the lot. He urged the Council to put restrictions on the development of the property, which they are able to do, so any residence would be similar to those in the neighborhood. He also noted that the 35-yard setback was relied on by the adjoining property owner and should continue. Mr. Gulleen also voiced concerns about Mr. Coons being responsible for any covenants put in place, as they would be self-serving.

City Attorney Tim Pearson asked for clarification on placing restrictions on a property before there were even any plans, which may inhibit the property owner's ability to sell or develop the property.

Mr. Gulleen noted that in some ways the restrictions would enhance the property value. He also noted his concern that they would end up with an accessory structure that feigned to be a residence.

Motion by Council Member Cope to table consideration of Resolution Nos. 16-25 and 16-26 and to strongly urge Mr. Coons and the neighbors to engage in a mediation process to discuss the minimum square footage of the living area of any structure built on plat 2 and any other issues that both parties mutually agree should be part of the mediation. He noted that the Council does not have the power to require the parties engage in mediation, but if the parties do so, in a good faith effort, they may come to some sort of resolution that would satisfy both sides. He also noted that if the mediation fails, the Council will have to take some sort of action in the next 60 days. Council Member Lindeman seconded the motion.

Council Member Brown noted that he was struggling with the property rights of both parties. He advised that what Council Member Cope was proposing was a good thing, and that there are still zoning laws and approval to development is subject to review by the Planning Commission and the Council. He noted that he wants to be careful that the Council is not setting a precedent for requiring restrictive covenants.

Ben Bruner, 2696 Berkshire Parkway, on behalf of Mr. Coons, noted that at this point, all that is being considered is an imaginary line on the property, and not approval of any building plans, and that the replatting complies with all legal requirements and city code. He noted that he is not sure what mediation will accomplish. He noted that the focus is that the proposal meets city code and that he is not sure how the request for mediation gets facilitated, and whether mediation be something that the city requires whenever there is any dispute as far as any subdivision request. He noted that it seemed an odd request, and that he felt the process should continue to move forward as they have done everything they are required to do. Mayor Dierenfeld noted that it is not unusual for the Council to encourage neighbors to work out their differences before the Council decides an issue.

Mr. Coons noted that he hasn't had a conversation with Mr. Bednar in over two years, and that he doesn't see much to negotiate about.

Council Member Cope provided information regarding the Neighborhood Mediation program through the Polk County Attorney's office.

Mr. Bruner asked for clarification on the mediation and whether it was a requirement. Mayor Dierenfeld noted that the Council cannot require mediation.

ROLL CALL:

Aye: Clabaugh, Lindeman, Cope, Temple

Nay: Brown

Motion Approved: 4-1

Council Member Lindeman left the meeting at 8:50 p.m.

d. Consider approval of Claims in the amount of \$195,442.25

Motion by Clabaugh second by Cope to approve the Claims as presented.

ROLL CALL: Aye: Brown, Cope, Temple, Clabaugh
Nay: None

Motion Approved: 4-0

10. CITY ADMINISTRATOR/STAFF COMMENTS

a. Memorandum of Understanding by and between the MPO and the City of Johnston for the Complete Streets Tactical Starts Grant Program

City Administrator Jim Sanders noted that he had provided information to the Council on the Complete Streets grant program.

b. Recreational Amenities for Multi-Residential Developments Consulting proposal

Sanders noted that Council Member Brown had provided a contact that would provide consultation at no cost to the city to look at amenities for the multi-family residential developments.

Sanders noted that the Partnership would be holding a fundraiser at Hyperion on February 4 at 5:30 p.m.

c. IAMU Safety Group Dividend

Finance Director Teresa Rotschafer noted that she had included the information in the Council packet.

11. CITY COUNCIL COMMENTS

None

12. UPCOMING MEETINGS

Tuesday, February 16, 2016

City Hall

Joint Meeting with the Johnston School Board 6:00 p.m.

Meeting 7:00 p.m.

March 7, 2016

City Hall

Worksession 6:00 p.m.

Meeting 7:00 p.m.

13. ADJOURNMENT

The meeting adjourned at

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk



ITEM NO. BD

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

February 16, 2016

SUBJECT: Consider a Letter of Engagement with Ahlers & Cooney Law Firm for 2016 Public Improvements Contract Proceedings	ACTION REQUIRED:	
	<input type="checkbox"/>	Ordinance
	<input checked="" type="checkbox"/>	Resolution
	<input type="checkbox"/>	Approval
	<input type="checkbox"/>	Receive/File
<input checked="" type="checkbox"/>	Attorney Review	

JPS

SYNOPSIS

This Letter of Engagement is for legal services for the city to have prepared the necessary contract proceedings for public improvement projects.

Ahlers & Cooney has proposed a flat fee for the legal work as outlined in the Letter.

The city entered into a similar engagement in March 2014 and February 2015 for the same flat rate fee.

FISCAL IMPACT

A flat fee of \$1,800 per project. Funding will be taken from the project account for each project.

RECOMMENDATION

Staff recommends approving the Letter of Engagement with Ahlers and Cooney for 2016 Public Improvement Contract Proceedings



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
James R. Wainwright
515.246.0319
jwainwright@ahlerslaw.com

January 28, 2016

VIA E-MAIL AND REGULAR MAIL

Mr. Jim Sanders
City Administrator
City of Johnston
6221 Merle Hay Road
P.O. Box 410
Johnston, IA 50131-0410

RE: Engagement Agreement - 2016 Public Improvement Contract Proceedings

Dear Jim:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Johnston (the "City") in connection with the preparation of the necessary contract proceedings for public improvement projects commenced in 2016.

SCOPE OF ENGAGEMENT

When City staff requests that we prepare the necessary proceedings for Council action on public improvement projects in 2016, we will perform the following services:

1. Review the engineer's Notice of Hearing and Letting for compliance with Iowa law;
2. Prepare letters of instructions for Council proceedings;
3. Answer questions and advise City staff and Council throughout the public improvement contract (bidding and letting) process;
4. Prepare Notices of Meetings and partial agendas
5. Prepare proceedings and documents for initiation of the public improvement project, including:
 - a. Resolution ordering construction of certain public improvements, and fixing a date for hearing thereon and taking of bids therefor

January 28, 2016

Page 2

6. Prepare proceedings to be used on the date fixed for the hearing on the proposed plans, specifications, contract, and estimated total cost of the public improvement project, including:
 - a. Resolution adopting plans, specifications, form of contract and estimated cost
 - b. Resolution making award of contract
 - c. Resolution approving contract and bond.
7. Prepare proceedings to be used upon completion of the public improvement project, including:
 - a. Resolution accepting public improvements

Our duties under this particular engagement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, our duties under this Agreement do not include:

1. Defending any legal challenges to or arising out of the particular public improvement project;
2. Reviewing, revising, or negotiating the City's contract with outside consultants - architects or engineers;
3. Reviewing and revising the terms and conditions of the City's contract for construction of the public improvements; and
4. Any bond (finance) related services.

Please be advised that we recommend that the City have legal counsel review all public improvement contracts and outside professional consultant (architects and engineers) contracts well in advance of publication of the Notice of Hearing and Letting for each particular project. The standard form contracts commonly used for public improvement contracts and professional consultant contracts do not provide sufficient protection for municipal owners in the event disputes arise concerning workmanship, delay, payment, and / or design related issues.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for public improvement projects commenced in 2016 for which the City staff requests our assistance. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the City and the attorney-client relationship established by this Agreement will be concluded upon payment of our final invoice.

FEEES

We will charge a flat fee of \$1,800 per project for services rendered under this Agreement. If we determine that an adjustment of our fee is necessary, we will advise you. Such adjustment might be necessary in the event that unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as the rejection of all bids and the need to re-bid, personal attendance at meetings or unexpected revision of the above referenced documents. Typically, personal attendance at Council meetings is not necessary in order to provide the services outlined above. We will, however, attend Council meetings in the event that circumstances require. In addition to the flat fee quoted above, we will bill the City for all expenses incurred on its behalf, such as photocopying, deliveries, and other related expenses. We estimate that such charges will not exceed \$100. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after the hearing on the plans, specifications, form of contract and estimate of costs is held. Payment is due and payable within thirty (30) days of receipt of the invoice.

If, for any reason, the City terminates the engagement governed by this Agreement before a particular public improvement contract is awarded or, if a particular project is cancelled, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services. The fee charged by the Firm for this representation will be based in part on the current hourly rate of the person performing the service at the time services are performed. We will also bill you for all expenses we have incurred as outlined above. My 2016 hourly rate is \$275. Work performed by associates will be billed at \$210. Services performed on your behalf by legal assistants will be billed at \$115 per hour. The Firm's billing rates are reviewed, and sometimes revised, annually in January. Accordingly, these rates are subject to change in January of each year and we expect to submit a new agreement for the Council's consideration annually at that time.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the city council, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City of Johnston and we look forward to working with you on the City's 2016 public improvement projects.

Sincerely,

AHLERS & COONEY, P.C.

By 
James R. Wainwright

Accepted and approved on behalf of the City Council*

By: _____ Dated: _____
Title: Mayor

*Authorized by Resolution \ Motion _____ approved on _____,
2016.



OFFICES OF CITY ADMINISTRATION
Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

<p>SUBJECT:</p> <ul style="list-style-type: none">Resolution 16-49 Authorizing the Issuance of \$8,715,000 (Dollar Amount Subject of Change) General Obligation Bonds, Series 2016A, and Levying a Tax for the Payment Thereof	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File</p> <p><i>WUSA</i></p>
--	---

<p>SYNOPSIS:</p>	<p>The attached proceedings are required to certify the tax levy for the payment of General Obligation bonds is to issued after the budget filing deadline. This "pre-levy" resolution imposes a levy for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017. This resolution will satisfy the requirements for the resolution and levy as required by Iowa Code Chapter 76.</p>
<p>FISCAL IMPACT:</p>	<p>Annual debt and interest payments will be budgeted beginning in FY 16-17. Debt payments will be from property taxes.</p>
<p>RECOMMENDATION</p>	<p>Approve Resolutions 16-49</p>

38
Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,715,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION BONDS, SERIES 2016A, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$8,715,000 (DOLLAR AMOUNT SUBJECT TO CHANGE)
GENERAL OBLIGATION BONDS, SERIES 2016A, AND
LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the City of Johnston, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of:

- a) the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes,
- b) the acquisition, construction, reconstruction, enlargement, improvement, and repair of a bridge and approaches thereto in cooperation with Polk County, Iowa,
- c) the aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403, including the Terra Lake project and 63rd Place from Merle Hay to 59th Court Project,

d) acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and the acquisition of real estate therefor, and

e) undertaking of a fiber optic project jointly and in cooperation with the Johnston Independent Community School District,

(the "Project"), and it is deemed necessary and advisable that General Obligation Bonds, Series 2016A, in the amount of \$8,715,000 (dollar amount subject to change) be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Bonds.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, STATE OF IOWA:

Section 1. Authorization of the Issuance. General Obligation Bonds, Series 2016A, in the amount of \$8,715,000 (dollar amount subject to change) shall be issued pursuant to the provisions of Iowa Code Sections 384.25, 384.26 and 384.28 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Johnston, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$571,340	2016/2017
\$487,056	2017/2018
\$399,266	2018/2019
\$397,264	2019/2020
\$399,982	2020/2021
\$667,271	2021/2022
\$668,638	2022/2023
\$668,566	2023/2024
\$667,343	2024/2025
\$670,239	2025/2026
\$667,129	2026/2027
\$667,982	2027/2028
\$667,559	2028/2029
\$666,459	2029/2030
\$668,486	2030/2031
\$669,118	2031/2032
\$668,639	2032/2033
\$667,077	2033/2034
\$664,407	2034/2035
\$670,606	2035/2036

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Bonds to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Polk, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.

PASSED AND APPROVED this 16th day of February, 2016.

Mayor

ATTEST:

City Clerk



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 February 16, 2016

<p>SUBJECT: Authorize the Mayor and Chief of Police to sign a Section 402, State and Community Highway Safety Grant Application through the Iowa Governor's Traffic Safety Bureau to provide reimbursement to the City of Johnston for overtime , training, education materials for traffic enforcement and equipment.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
---	--

SYNOPSIS

This Grant Application is for participation in this State and Community Highway Safety Grant through the Iowa Governor's Traffic Safety Bureau. The application asks for overtime funding of 12,000.00 for traffic enforcement activities, \$1,380.00 in educational materials, \$1,500.00 in program training for officers, \$250.00 in printed materials, \$3,000.00 for two radar replacements, and \$900.00 for two portable OWI testers. The total request amounts to \$19,030.00. If awarded the term of the grant would from 10/01/16 through 09/30/17.

FISCAL IMPACT

The City's match is in-kind services of providing the officers, patrol cars and equipment to perform traffic enforcement activities. The City will pay OT, training, and equipment expenses upfront then submit for reimbursement.

RECOMMENDATION

Approve Mayor and Police Chief to sign GTSB Grant

ROLL CALL VOTE:

	AYE	NAY	ABSENT	ABSTAIN
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

Terry E. Branstad
Governor
Kim Reynolds
Lt. Governor



Department of Public Safety

Roxann Ryan
Commissioner

January 25, 2016

Chief Bill Vaughn
Johnston Police Dept
6373 Merle Hay Road
Johnston, IA 50131

RE: FFY 2017 Traffic Safety Program Applications

Dear Chief Vaughn:

As you know, your current contract with the Governor's Traffic Safety Bureau expires September 30, 2016. Your agency is eligible for a new highway safety project which would begin October 1, 2016. You qualify for either a Section 402 grant or a Section 405d (Impaired Driving) grant.

Enclosed are guidelines for a Section 402 highway safety program and an application for funding. Completed applications must be received in our office before March 1st to be considered for funding that will begin October 1, 2016. Applications faxed in by February 29, 2016 will be accepted, but the original, signed application must also be submitted.

Your agency may prefer to apply for a Section 405d project. Section 405d proposals must address an impaired driving traffic problem. Guidelines for Section 405d funding are enclosed; however, the 405d application is completed on-line at www.iowagrants.gov. Agencies must first Register with the on-line system and then complete an application. If your agency needs to register, it could take more than one day, so do not delay. The 405d application will not be available after February 29th. Registration and application instructions are enclosed.

Please note that any Iowa law enforcement agency that does not apply for a 402 or a 405d grant, will later receive notice of our special Traffic Enforcement Program (sSTEP) grant. sSTEP grants are limited to \$4,300 and overtime can only be used during designated sSTEP waves.

If you have any questions on the grants, please contact your Program Administrator. If you have questions about the iowagrants.gov system, you may contact me at 515-725-6121.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cinnamon Weinman".

Cinnamon Weinman, Grants Administrator
Iowa Governor's Traffic Safety Bureau

Enclosure

cc: Denny Becker
file

Iowa Governor's Traffic Safety Bureau

www.iowagtsb.org

Section 402 - State and Community Highway Safety Grant Application

Contract Period: October 1, 2016 through September 30, 2017

Agency Johnston Police Dept

Contact Sgt Kevin Aagan
Please provide both Name & Title

Address 6373 Merle Hwy Rd
Please provide the PO Box if you have one

City/State/Zip Johnston IA 50131

Phone/Fax 515 278-2345 / 278-8239

E-mail Kagan@cityofjohnston.com

Reimbursement checks made out to (county/city/agency): Johnston Police Dept.
Address (if different from agency): _____

Provide responses to the following on a separate sheet of paper (REQUIRED):

- 1) Problem Statement:** Briefly describe traffic safety problem(s) to be addressed. Include pertinent traffic data.
- 2) Goal Objectives/Performance Measures:** What results do you hope to attain and how they will be measured.
- 3) Proposed Activities:** Describe the methods by which you propose to achieve your objectives. (OT Enforcement, Educational presentations, Outreach, etc.)

Agency's Current Resources:

Personnel: Number of sworn officers 27 Average OT pay rate \$ 46.⁰⁰

If equipment requested, an Equipment Information Form (back page) must be completed

Requested Program Elements (select one or more your agency can utilize) may be reduced if requests exceed existing funds

Personnel:	\$ Amt Requested
<input type="checkbox"/> OT for traffic enforcement	\$ <u>12,000.⁰⁰</u>
<input type="checkbox"/> OT for educational presentations	\$ <u>1,380.⁰⁰</u>
<input type="checkbox"/> Program training-related travel	\$ <u>1,500.⁰⁰</u>

← Estimate # of hours officers will be able to conduct OT directed at high-risk times & locations & multiply by the

Commodities:	\$
<input type="checkbox"/> Traffic education print materials*	\$ <u>250.⁰⁰</u>
<input type="checkbox"/> Phone, postage, printing, supplies	\$ _____
<input type="checkbox"/> Child restraint systems	\$ _____
<input type="checkbox"/> Computer, printer, software**	\$ _____

*Traffic safety educational print items (brochures/posters/coloring books) must provide traffic safety facts/guidelines to educate. No trinkets.

Equipment:	\$
<u>2</u> Radar handheld \$1000/moving \$1500	\$ <u>3,000.⁰⁰</u>
<input type="checkbox"/> Lidar - laser radar \$3000 each	\$ _____
<u>2</u> PBT(s) \$450 each	\$ <u>900.⁰⁰</u>
<input type="checkbox"/> Speed trailer \$4500 partial pay	\$ _____
<input type="checkbox"/> TruCam laser/video cam \$4500	\$ _____
<input type="checkbox"/> In-car video camera \$4500 each	\$ _____
<input type="checkbox"/> Other _____	\$ _____

**Detail the type of Computer, Printer or Software, how it will be used and the benefit to the program.

If program elements needed are not listed, use this space and/or an additional sheet to provide details.

Contractual Services:	\$
<input type="checkbox"/> consultant, software development, other program-related services	\$ _____
<input type="checkbox"/> Other _____	\$ _____

Total Funding Amount Requested \$ 19,030.⁰⁰

GTSB Section 402 - State and Community Highway Safety Grant Application - Page 2

Commitment Statements:

If approved, our agency commits to: (Items 3-6 Apply ONLY to Law Enforcement Agencies)

- 1) Conduct program activities within the time frame of the contract and submit a timely monthly or quarterly report and a final accumulative report on program activities, successes and/or failures;
- 2) Submit claims for reimbursement on GTSB provided forms with proper original signature within 90 days of expenses being paid.
- 3) Conduct traffic enforcement directed at alcohol/drug-related, occupant protection, speed, stop sign/stop light and other moving violations;
- 4) Conduct at least two special traffic enforcement projects such as saturation patrols or checkpoints with at least one project conducted during nighttime hours;
- 5) Conduct at least twelve public information/education activities;
- 6) Conduct and publicize results of 2 observational occupant protection surveys in March and August;
- 7) *If funding is received for educational materials*, traffic safety educational information will be pre-approved and printed on the materials to be distributed in support of the program.
- 8) *If funding is received for program-related travel*, a travel request will be submitted 8 weeks prior to out-of-state travel and a post-travel report submitted within 2 weeks of return.
- 9) *If funding is received for equipment*, it will be purchased to support the program and an HSP-3 form and a digital photograph of the equipment serial number will be submitted. If the equipment cost is \$5,000 or more (regardless of the reimbursement amount), special prior approval from NHTSA must be received.

Signature of Agency Head

Signature of Mayor (Police Depts Only)

Please **Type** Above Name

Please **Type** Above Name

NOTE: Section 402 Highway Safety Programs are funded with a one-year grant. No match required.

If you have any questions regarding the Section 402 Highway Safety Program Application Process, please contact the Bureau at 515-725-6123

Applications MUST be received in the GTSB office by February 29, 2016

Faxes will be accepted, but original signature applications must also be sent

FAX # 515-725-6133

GTSB Equipment Information Form

MUST Complete and Submit with Funding Application if Equipment is being Requested

Agency: Bhaston Police Dept.
Please enter your agency's name in case this sheet gets separated from rest of your application

Number of Marked Vehicles in Department's Fleet: 10
Number of Unmarked Vehicles in Department's Fleet: 3
Number of Working Radars* Owned by Department: 10
Number of Working PBTs* Owned by Department: 8
Number of Working Lidars* Owned by Department: 1
Number of Working In-car Cameras Owned by Dept.: 10

*NHTSA/DPS Approved Equipment Lists on GTSB website www.iowagtsb.org. Not required for cameras.

Is requested equipment to replace GTSB-funded equipment? Yes No

If yes, please list the equipment and the date of it's purchase:

<u>Equipment:</u>	<u>Date Purchased:</u>

Is the equipment requested an upgrade of existing equipment? Yes No

If yes, give reason(s) why upgrade is needed: *Example: Upgrading from analog to digital.*

The 2 radars are 15 yrs. old and 2 PBTs are 10 yrs old.

NHTSA Program Management R11/07 §18.32 Equipment...(c) Use. (1) Equipment shall be used by the grantee in the program for which it was acquired as long as needed, whether or not the project continues to be supported by Federal funds. When no longer needed for the original program, the equipment may be used in other activities currently or previously supported by a Federal agency. (2) The grantee shall also make equipment available for use on other projects currently or previously supported by the Federal Government, provided such use does not interfere with the project for which it was originally acquired. (3) The grantee must not use equipment to provide services for a fee unless specifically permitted by Federal statute. (4) When acquiring replacement equipment, the grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency. (d) Management requirements. (1) Property records must be maintained that include a description of the property, a serial number or other ID number, the source of property, who holds title, the acquisition date, and the cost, percentage of Federal participation in the cost, the location, use and condition of the property and any ultimate disposition data including date of disposal and sale price of property. Equipment must be made available for a periodic GTSB inspection. (2) A physical inventory of the property must be taken and the result reconciled with the property records at least once every two years. (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated. (4) Adequate maintenance procedures must be developed to keep the property in good condition. (e) Disposition. GTSB Form 79 must be submitted when disposing funded items. Items of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation but to provide the awarding agency the disposition date. Before disposing items of \$5,000 or more, approval must be obtained.

Allowable 402 Equipment Includes: Hand-held radars (\$1,000); Moving radars (\$1,500); Lidars (\$3,000); PBT (\$450); in-car video system (\$4,500); speed trailer (\$4,500); Fatal Vision Goggle Kits (\$850); child safety seats; bicycle helmets; computers; digital storage devices; printers; and software. DataMasters for the State Crime Lab only.

Equipment NOT Allowed: Office furniture; signs or roadway hardware, vehicles, equipment ordered prior to the effective date of the contract, equipment received after the expiration date of the contract, and any equipment to replace GTSB-funded equipment which is less than five years old.

GUIDELINES FOR SECTION 402 FUNDING PROPOSALS

Governor's Traffic Safety Bureau - Iowa Department of Public Safety

January 2016

The Iowa Governor's Traffic Safety Bureau (GTSB) administers the federally funded Section 402 Highway Safety Program authorized on December 4, 2015, when President Obama signed into law P.L. 114-94, the Fixing America's Surface Transportation (FAST) Act. The FAST Act authorizes the federal surface transportation programs for highways, highway safety and transit. Federal highway safety programs are administered by the National Highway Traffic Safety Administration, an agency of the U.S. Department of Transportation established in 1966 to combat the growing number of traffic related deaths and injuries.

The federal 402 Program is designed to help states, counties and communities initiate programs to address traffic safety problems. Applicants are encouraged to "leverage" funds requested from the GTSB with staff, financial or other resources they can contribute to the proposed project. Traffic safety issues that qualify for 402 funding are: alcohol, occupant protection, police traffic services, speed, emergency medical services, traffic records, roadway safety (engineering), motorcycles and pedestrian/bicycle safety. Project proposals may include activities in any or all of these areas. Section 402 programs are funded through a one-year contract between the GTSB and the requesting agency. Funds are only provided via reimbursements. Agencies must first pay all program costs and then submit claims for reimbursement. Claims are usually done monthly. Upon receipt of a properly completed reimbursement claim, the GTSB should be able to provide reimbursement within 90 days.

To qualify for Section 402 funding, agencies must be in a county designated as one of Iowa's Top 22 Problem Counties and have a city population of 5,000 or greater. These are determined each year by an in-depth analysis of Iowa's traffic safety crashes, fatalities, injuries, VMT and OWI data. Please contact the Bureau to ensure your agency qualifies for Section 402 funding before submitting an application.

The agency head or suitable authority must sign the funding proposal. Proposals must be received by the GTSB before March 1st for consideration in the program year beginning the following October 1st.

These instructions provide potential contractors with the appropriate information to complete a Section 402 funding application for submission to the Governor's Traffic Safety Bureau.

PROBLEM STATEMENT

The problem statement should briefly describe the highway safety problem(s) you plan to address. Remember the nine highway safety emphasis areas noted above are the primary focus of the 402 Program. If possible, include traffic data such as citations, crashes or seat belt usage rates.

GOAL OBJECTIVES/PERFORMANCE MEASURES

Note your goal objective(s). The best objectives answer the question: What results will be attained and how will they be measured (numerically measurable outcomes are desirable). Objectives should be specific, measurable, action-orientated and reasonable.

ACTIVITIES

Program activities should provide the methods by which you propose to achieve your objectives. What activities will you undertake to accomplish your goals? Activities might include directed overtime enforcement, educational presentations, training or workshop sessions or public information endeavors. Be as specific as possible so it is clear how they will impact your identified highway safety problem(s).

AGENCY'S CURRENT RESOURCES

If your agency is asking for overtime in your application, you need to note the number of sworn officers in your department and the average overtime rate of pay.

If you are asking for equipment in your application, you must complete the last page of the application which is the Equipment Information Form.

REQUESTED PROGRAM ELEMENTS/BUDGET

This section tells us exactly what your agency is requesting to carry out the activities proposed in your application. These elements, if approved, will make up your contract budget. While a proposed budget for a program is an estimate, the figures should be as specific as possible. Estimated project costs are categorized in these four cost categories:

1. Personal Services – Overtime, salaries and training-related travel expenses.
2. Commodities - Costs of educational materials acquired and consumed specifically for the purpose of the program. Telephone, printing, postage, child safety seats, office supplies, computers and printers are examples of commodities.
3. Equipment - Cost of equipment provided for the contractor. Preliminary breath testers (PBTs), radar or lidar units and speed trailers are examples of equipment.
4. Contractual Services - Services for individual consultants or consulting firms engaged in performing special studies and gathering data pertaining to the program or project.

COMMITMENT STATEMENTS

If approved, your agency will commit to at least the first two statements in this section of the application. **Statement 1** is a commitment to conduct the program activities and provide the required reports in a timely manner as well as an annual report at the end of the program year. **Statement 2** is a commitment to submit claims for reimbursement on forms provided by the GTSB with an authorized original signature within 90 days of the claimed expenses being paid. **Statements 3-6** apply only to law enforcement agencies committing to conduct directed traffic enforcement, public education and safety belt surveys. **Statements 7 and 8** relate to obtaining prior approval for traffic safety messages to be printed on educational materials and for any out-of-state travel taken in support of the program. **Statement 9** is a commitment to provide an HSP-3 form and a digital photo of any equipment purchased under the program.

SIGNATURE(S)

The agency head or other suitable authority (Director, Chief, Sheriff,) must sign the completed funding proposal. Police departments must also obtain the signature of the mayor to demonstrate the community's support for the program.

7-28
RESOLUTION NO. 16-36

A RESOLUTION ACCEPTING THE IRREVOCABLE AGREEMENT FOR ANNEXATION AND MUNICIPAL UTILITIES FOR PROPERTY OWNED BY NORMAN L. TOPPIN AT 7155 NW 54TH AVENUE.

WHEREAS, the City of Johnston, State of Iowa is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City an application for annexation, as required by Section 368.7 of the Code of Iowa, Norman Toppin, owner of said real estate as legally described as follows:

LT A S & ADJ & ALL LOT 3 ROBBINS HEIGHTS

WHEREAS, the property owners wish to utilize the city's municipal water system, now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that:

The Irrevocable Petition for Annexation is accepted and the City Clerk is directed to record the petition.

PASSED AND APPROVED this 15th day of February, 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK, CITY CLERK

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

IRREVOCABLE AGREEMENT FOR ANNEXATION AND ACCESS TO MUNICIPAL UTILITIES IN JOHNSTON, IOWA

This Agreement made this ___ day of _____, 2016, by and between Norman L. Toppin (hereinafter referred to as "PROPERTY OWNER"), and the City of Johnston, an Iowa municipality with city offices at P. O. Box 410, Johnston, Iowa, 50131-0410 (hereinafter referred to as "CITY")

WHEREAS, the PROPERTY OWNER wishes to obtain access to and utilize municipal services from the CITY, and

WHEREAS, the CITY has municipal services that can be provided to the PROPERTY OWNER, and

WHEREAS, the CITY maintains a policy that access and utilization of municipal services in the form of water, sanitary sewer, and other services are to be provided to residents of the CITY, and

WHEREAS, the CITY does not desire to proceed with voluntary annexation at the present time,

NOW THEREFORE, THE PARTIES AGREE THAT:

The PROPERTY OWNER is the owner of the real estate legally described as follows:

LT A S & ADJ & ALL LOT 3 ROBBINS HEIGHTS, containing 0.563 more or less.

and hereby makes an irrevocable application to the CITY for voluntary annexation as provided in Section 368.7, Code of Iowa, to the CITY of this real estate and any parcel, lot or subdivision which may be part of or hereafter severed from this real estate and in support of this application states:

1. This application for voluntary annexation to the CITY is irrevocable and shall constitute an equitable charge, lien, and binding commitment running with the land upon the afore-described real estate and any parcel, lot, or subdivision which may be part of or hereafter severed from this real estate. This equitable charge and binding commitment for annexation shall attach to and become a lien upon the entire real estate and any parcel, lot or subdivision, which may be part of or hereafter severed from this real estate. The CITY may elect to proceed with the filing of annexation to the City Development Board of the aforementioned real estate at any future date without objection from the PROPERTY OWNER.

2. The PROPERTY OWNER covenants with the CITY that the PROPERTY OWNER holds good and merchantable title to all or any part, parcel, lot or subdivision of the afore-described real estate and possesses the legal right to place the aforementioned equitable charge, lien, and binding commitment upon the afore-described real estate and any future parcel, lot, or subdivision of this real estate.

3. This equitable charge, lien, and binding commitment shall be equally binding upon the PROPERTY OWNER or any of the PROPERTY OWNERS grantees, heirs, devisees, or transferees of all or any parcel, lot or subdivision which may be part of or hereafter severed from this real estate.

4. This Irrevocable Agreement for Annexation shall apply with equal force and effect to any parcel, lot, or subdivision, jointly and severally, of the afore-described real estate and voluntary annexation may be accepted separately by the CITY as to any parcel, lot, or subdivision of this real estate. If the CITY is to separately accept this Petition for voluntary annexation of a parcel, lot or subdivision of the afore-described real estate a true copy or duplicate original of this Irrevocable Agreement for Annexation may be filed, used, and considered by the City Development Board or other appropriate state agency with the same force and effect as the original.

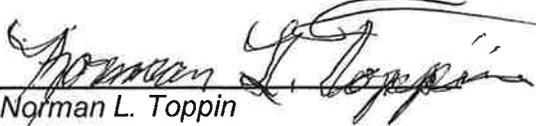
5. The PROPERTY OWNER does further covenant with the CITY that the CITY has established that it has provided or can provide substantial municipal services (water, police, street maintenance, library, zoning, building restrictions, etc.) to the afore-described real estate and any parcel, lot, or subdivision of The real estate now or in the future not previously enjoyed as contemplated in Section 368.17(4) Code of Iowa and does, therefore, hereby waive any requirement for the CITY to establish this proposition in respect to the afore-described real estate and any parcel, lot or subdivision of this real estate now or in the fixture, at any future proceeding before the City Development Board, other appropriate governmental agency, or in any Court of competent jurisdiction, whether at law or in equity.

6. This Irrevocable Agreement for Annexation shall be interpreted pursuant to the laws of the State of Iowa and shall be enforceable before the appropriate governmental agency or court of competent jurisdiction.

7. This Irrevocable Agreement for Annexation shall be filed for record in the Office of the Polk County Recorder to give all subsequent grantees, heirs, devisees or transferees of the Applicant due and timely notice of this instrument.

WHEREFORE, the parties have executed this Agreement on the date and year written above.

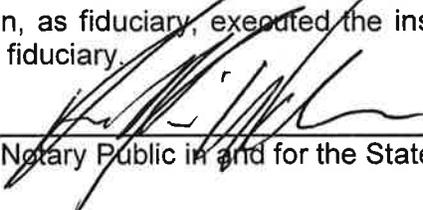
OWNERS:


Norman L. Toppin

Date: 2-3-16

STATE OF IOWA,)
 (ss:
POLK COUNTY,)

On this 3rd day of February, 2016, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Norman L. Toppin to me known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that the person, as fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Notary Public in and for the State of Iowa

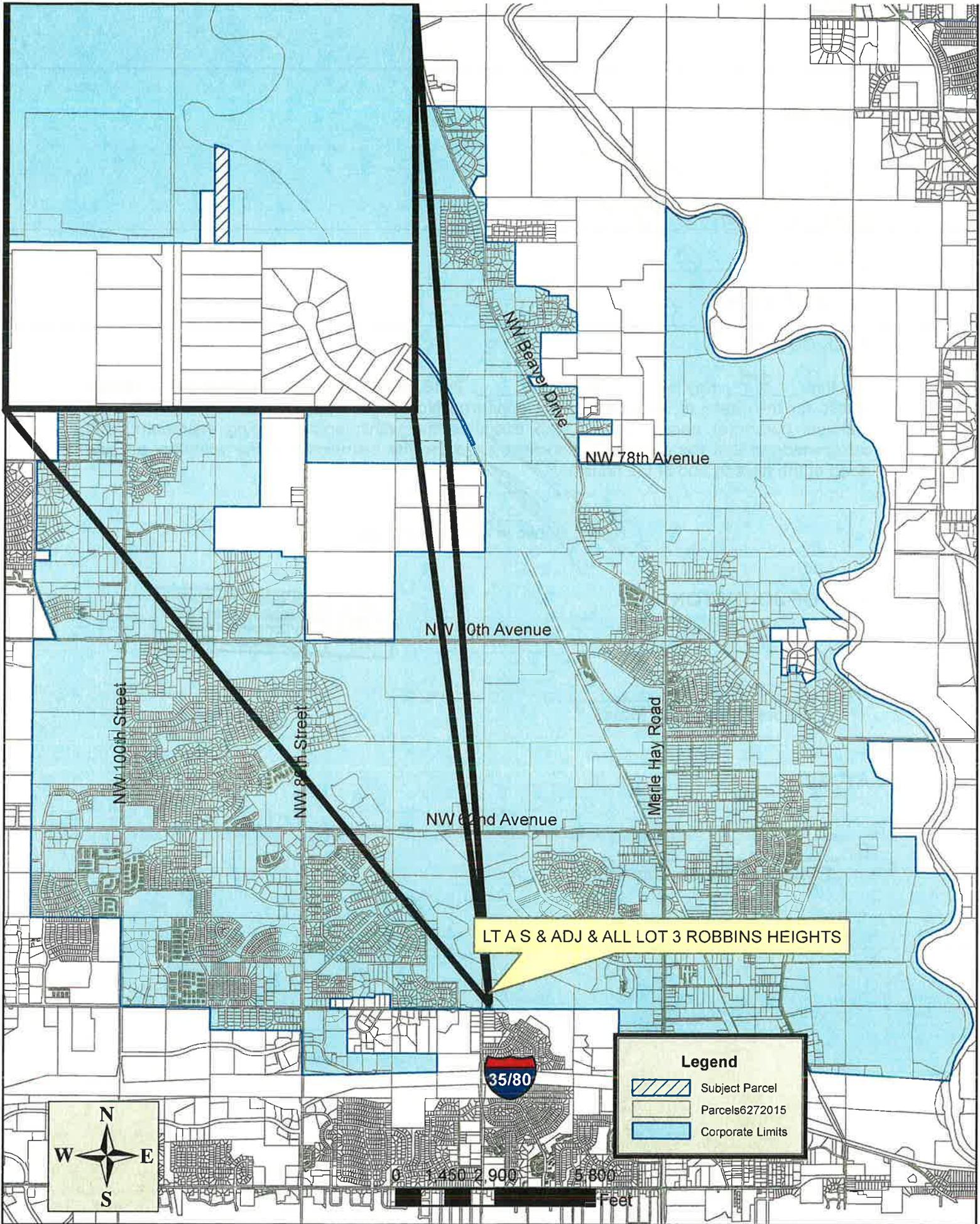
CITY OF JOHNSTON



By: _____
Paula Dierenfeld, Mayor

ATTEST:

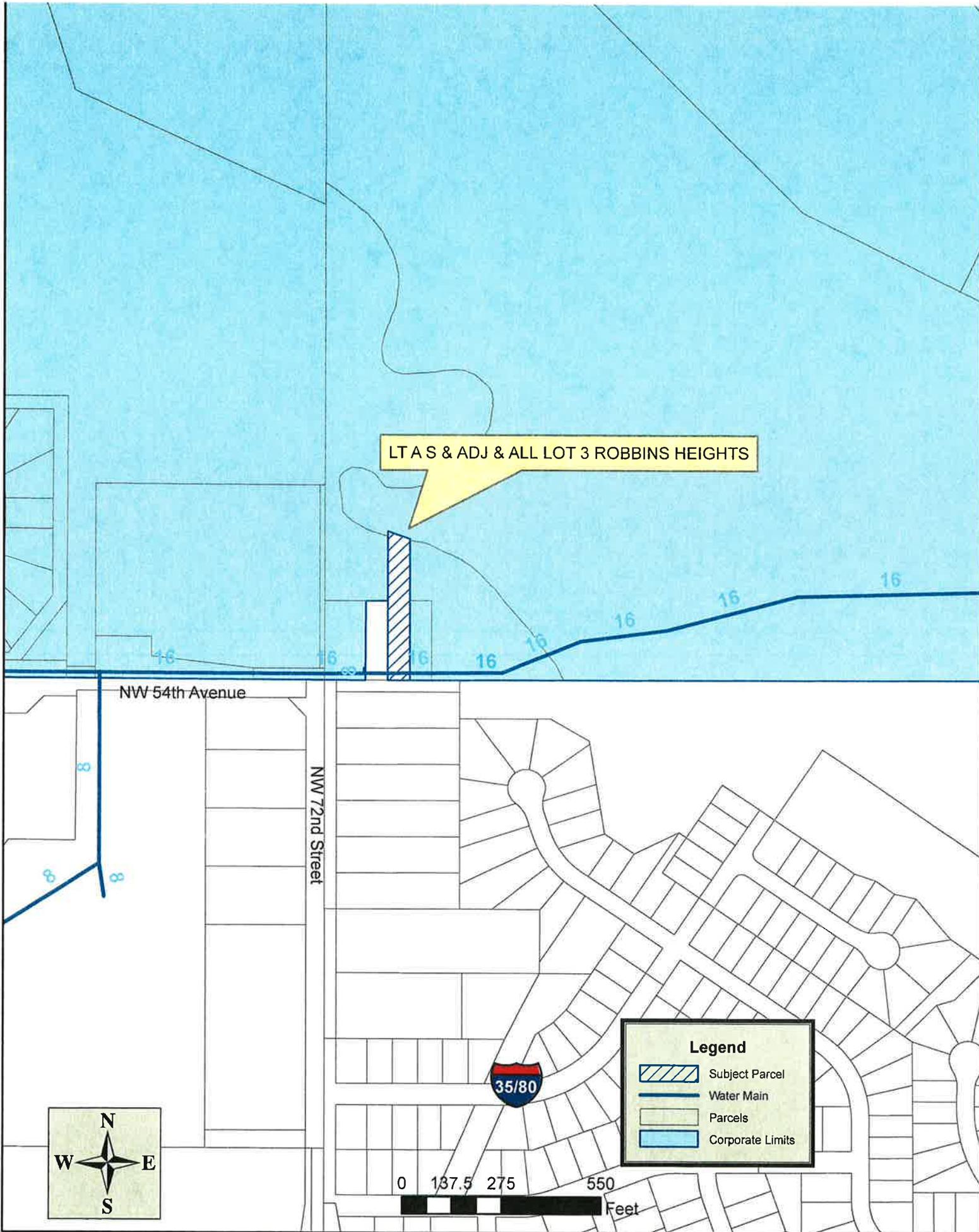
By: _____
Cyndee Rhames, City Clerk



LT A S & ADJ & ALL LOT 3 ROBBINS HEIGHTS

Legend

-  Subject Parcel
-  Parcels 6272015
-  Corporate Limits





ITEM NO. **8H**

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

SUBJECT: Consider Resolution #16-39 adjusting administrative salaries

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval
- Receive/File
- Attorney Review

SYNOPSIS

In 2011 the city conducted a comprehensive compensation study to compare wages and salaries paid to Johnston employees with salaries paid for comparable positions in communities in central Iowa and around the Midwest. The purpose of the study was to make sure the City is paying competitive wages to enable us to retain and attract quality employees.

Since completing the compensation study the City has made adjustments to assure all of our employees are compensated within their salary range. We have also made progress toward compensating our employees at least at the midpoint of their established salary range. In a recent salary review it was discovered that four department heads are compensated below the midpoint of their range. Each of these department heads are performing at a high level and have taken on additional responsibility as our community and staff have grown.

For this reason the City Administrator is recommending salary adjustments for four department heads. These adjustments put two of the employees at or slightly above the midpoint of their range and two of the employees closer to the midpoint of their range.

The Finance Director and Community Development Director are classified at level D-62 for their job classification which has a salary range of \$90,444 to \$131,143 and a midpoint of \$110,793. The City Administrator recommends a \$3,000 increase for the Finance Director increasing her salary to \$111,512.87. He also recommends a \$2,750 increase for the

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Community Development Director increasing his salary to \$110,544.26.

The Park Director and Library Director are currently classified at level D-61 for their job classification which has a salary range of \$84,325 to \$122,271 and a midpoint of \$103,298. The City Administrator recommends a salary increase of \$2,000 for the Park Director increasing his salary to \$100,340.06 and a \$2,500 increase for the Library Director increasing his salary to \$87,988.

The City recognizes that there needs to be additional review of the salaries of the library staff as many of their salaries fall below the midpoint of their range.

The City Administrator is also recommending a change in title for the Finance Director to more accurately reflect her current job responsibilities. It is recommended that her new title be Finance/Human Resource Director.

FISCAL IMPACT

The total amount of the proposed salary adjustments are \$10,250. The funding is available in the budget due to conservative financial management.

RECOMMENDATION

Approve resolution #16-39.

Resolution No. 16-39

A Resolution Approving Salary Increases and Title Change

WHEREAS, the City of Johnston conducted a comprehensive compensations study to compare wages and salaries paid to Johnston employees; and

WHEREAS, a recent review revealed that four department directors are compensated below the midpoint of their salary range; and

WHEREAS, each of these department directors is performing at a high level and have taken on additional responsibility as the community and staff have grown;

Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the following wage adjustments and title change are effective February 17, 2016:

Finance Director Teresa Rotschafer – salary increase to \$111,512.87 and a title change to Finance/Human Resources Director.

Community Development Director David Wilwerding – salary increase to \$110,544.26.

Park Director John Schmitz – salary increase to \$100,340.06.

Library Director Eric Melton – salary increase to \$87,988.

PASSED AND APPROVED this 16th Day of February, 2016.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

<u>ROLL CALL VOTE:</u>	AYE	NAY	ABSENT	ABSTAIN
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____



ITEM NO. **81**

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

SUBJECT: Consider Resolution #16-38 approving an Interim Police Chief	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS

Police Chief Bill Vaughn retires on March 4, 2016.

The City is in the process of finding a replacement for the Chief but the process will not be concluded by the time Chief Vaughn retires. For this reason it is in the best interest of the City and Police Department to appoint an Interim Police Chief.

The Interim Chief will be in charge of the operations of the Police Department from March 4th until a new chief begins employment.

Resolution #16-38 appoints Lieutenant Lynn Aswegan as the Interim Police Chief.

Lieutenant Aswegan will receive pay based on an annual salary of \$104,275.97 during the time he serves as the Interim Chief (this represents a salary half way between the salary of the current Chief and the current salary of Lieutenant Aswegan).

FISCAL IMPACT

Additional pay of approximately \$943.56 to \$1,887.13 (two to four pay periods) depending on how long Lieutenant Aswegan serves as the interim Police Chief

RECOMMENDATION

Approve Resolution #16-38.

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RESOLUTION NO. 16-38

A RESOLUTION APPOINTING AN INTERIM POLICE CHIEF AND ESTABLISHING THE SALARY

WHEREAS, Police Chief Bill Vaughn is retiring effective March 4, 2016; and

WHEREAS, it is in the best interest of the community and Police Department to have an individual appointed to serve as Police Chief from the time Chief Vaughn retires (March 4, 2016) until a replacement Police Chief begins employment; and

WHEREAS, Lieutenant Lynn Aswegan is willing to serve as the Interim Police Chief until a new Police Chief begins employment;

NOW, THEREFORE BE IT RESOLVED that the Johnston City Council approves the appointment of Lieutenant Lynn Aswegan as the Interim Police Chief; and

BE IT FURTHER RESOLVED that Lieutenant Aswegan be compensated at an annual salary of \$104,275.97 during the time he serves as the Interim Police Chief.

PASSED AND APPROVED, this 16th day of February, 2016.

Paula Dierenfeld, Mayor

Attest:

Cyndee Rhames, City Clerk

Resolution #16-38

<u>ROLL CALL VOTE:</u>	AYE	NAY	ABSENT	ABSTAIN
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____



QUOTE

Agriland FS
 2616 W. 2nd Ave, Indianola, IA 50125
 Phone (515)-961-8408
 Fax (515) 961-8432
 Email: cmymers@agrilandfs.com

INVOICE # [100]
 DATE: 2/1/16

EXPIRATION DATE: 2/20/16

TO City of Johnston

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
CM	Bid					

PRODUCT	DESCRIPTION	QTY	UNIT PRICE	NOTES
13-0-0 25%STN .15%Dimension	Fertilizer w/pre-emergent herbicide. 163 acres @ 3.5 bags/acre	572	\$15.55 bag	\$8,894.60
Snapshot 2.5TG	Granular pre-emergent for annual grassy weeds/broadleaves in landscape beds.	10	\$84.00 bag	\$840.00
DELIVERY CHARGE				0
SUBTOTAL				\$9,734.60
SALES TAX				0
TOTAL				\$9,734.60

Quotation prepared by: Curtis Myers _____

Prices are subject to change at anytime.

To accept this quotation, please call Curtis Myers at Agriland FS, Inc.

THANK YOU FOR YOUR BUSINESS!



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

February 16, 2016

<p>SUBJECT: Professional Service Agreement with Snyder & Associates, Inc. to design a Bioxide Feed System</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval <i>WDC</i></p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
--	---

SYNOPSIS

The NW Beaver Drive Low Pressure Sewer System creates odors from Hydrogen Sulfide that is both offensive to residents in the affected area and causes corrosion in public infrastructure.

To control odors for properties located on NW Beaver Drive from the intersection of Merle Hay Road to NW 66th Ave, the wastewater department uses an air scrubber to filter the hydrogen sulfide from the air.

Polk County is currently in the process of reconstructing NW 66th Avenue. A phase of this reconstruction will require that the NW 66th Ave and NW Beaver Drive intersection will need to be reconstructed. The current air scrubber that assists with controlling sewer odors in the area will need to be relocated to complete the necessary road reconstruction.

Snyder and Associates, Inc. have provided the city with a proposal to design a bioxide feed system at the intersection on NW Beaver Drive and Merle Hay Road.

The proposed Bioxide Feed System will assist with odor and corrosion issues in the affected area caused by hydrogen sulfide in the sanitary sewer. This project will eliminate the need for the current air scrubber.

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**ATTACHMENT 1
SCOPE OF SERVICES**

**BIOXIDE FEED SYSTEM NO. 2
NW BEAVER DRIVE
JOHNSTON, IOWA**

PROJECT DESCRIPTION

This project includes construction of a second Bioxide Feed System serving the City's wastewater collection system. This system pumps a nitrate solution into the wastewater collection system to control odors and corrosion. The facilities will be located in Rittger's Oaks Park at the southwest corner of NW Beaver Drive and Merle Hay Road. The project includes chemical storage tanks, feed pumps, control system and fenced screening.

SCOPE OF SERVICES

DESIGN SERVICES

1. Project Management – The Consultant will provide project management including project and personnel scheduling, coordination, progress meetings, planning and adjustment. Meetings will be held with Client's Staff during the preliminary and final design.
2. Topographic Survey – The Consultant will provide topography survey as necessary for design and contract document development.
3. Construction Documents – The Consultant will prepare plans, specifications and contract documents for the proposed Bioxide Feed System No. 2. The specifications and contract documents will be based on the current Iowa Statewide Urban Standard Specifications for Public Improvements (SUDAS) and City of Johnston Supplemental Specifications. The Consultant will furnish copies of these documents to the Client for review and approval. The comments and review recommendations will be incorporated into the final plans. The Consultant will prepare the necessary Iowa DNR permit applications.
4. Projected Costs – The Consultant will prepare an opinion of probable construction costs for the project based upon the design developed. Statements of probable construction costs prepared by the Consultant represent the judgment of a design Consultant familiar with the construction industry. It is recognized, however, that the Consultant has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions.

ADDITIONAL SERVICES

1. The Client may request Additional Services from the Consultant not included in the Scope of Services as outlined. Additional Services may include, but not limited to, expanding the scope of the project and work to be completed; requesting the development of various documents; extending the time to complete the project through no fault of the Consultant; or requesting additional work items that increases the services and corresponding costs. Upon initiation of Additional Services, the Consultant will submit, in writing to the Client, the estimated costs.

SCHEDULE

1. The Project will be performed by the Consultant in accordance with a schedule mutually developed by the Client and the Consultant.
2. The anticipated schedule includes design and SRF planning and reviews in 2016 with construction completion in 2017. The Consultant shall not be responsible for delays in the schedule which are beyond the Consultant's control.

COMPENSATION

The Client shall pay the Consultant in accordance with the terms and conditions of the Agreement as follows:

DESIGN SERVICES

Design Services shall be on the basis of hourly rates and expenses as outlined in Consultant's Standard Fee Schedule in effect at the time of actual service. Total estimated fees for Design Services will not exceed the following total amount without prior approval of the Client.

Project Management	\$ 4,500.00
Topographic Survey	\$ 2,000.00
Construction Documents	\$ 16,300.00
Bidding Assistance	<u>\$ 1,500.00</u>
DESIGN SERVICES TOTAL	\$ 24,300.00

CONSTRUCTION SERVICES

Construction services shall be on the basis of hourly rates and expenses as outlined in Consultant's Standard Fee Schedule in effect at the time of actual performance. Total estimated fees for Construction Services will not exceed the following total amount without approval of the Client.

Construction Administration	\$ 3,300.00
Construction Staking	\$ 1,500.00
Construction Observation	\$ 4,000.00
Record Drawings	<u>\$ 1,000.00</u>
CONSTRUCTION SERVICES TOTAL	\$ 9,800.00

**ATTACHMENT 2
SNYDER & ASSOCIATES, INC.
STANDARD FEE SCHEDULE 2015-2016**

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	\$183.00	/hour
Principal	\$172.00	/hour
Senior	\$156.00	/hour
VIII	\$144.00	/hour
VII	\$137.00	/hour
VI	\$132.00	/hour
V	\$123.00	/hour
IV	\$112.00	/hour
III	\$104.00	/hour
II	\$94.00	/hour
I	\$81.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$110.00	/hour
Senior	\$106.00	/hour
VIII	\$99.00	/hour
VII	\$91.00	/hour
VI	\$81.00	/hour
V	\$73.00	/hour
IV	\$67.00	/hour
III	\$56.00	/hour
II	\$47.00	/hour
I	\$42.00	/hour
Administrative		
II	\$56.00	/hour
I	\$46.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016

SUBJECT:

Consider Agreement for Professional Services with HR Green, Inc. for the design of the Green Meadows West Central Channel Stabilization Project.

DW

SYNOPSIS:

The engineering portion of this project is within the Capital Improvement Program for 2016/2017 with construction programmed in 2017/2018. This project is immediately downstream of the emergency channel repair that occurred in 2010 and also downstream of the recently completed Greenwood Hills project and would include streambank stabilization on an unnamed tributary of Beaver Creek in Johnston, Iowa. The stream to be addressed flows generally in a northeasterly direction between Tiburon Place and Heather Bow within the Green Meadows West subdivision. The project will include limited grading to develop a stable slope and establish native vegetation at certain locations, installation of stone toe protection, and installation of riffle structures.

Staff has worked with HR Green, Inc. on the attached contract which includes the preliminary and final engineering design (\$285,000) and resident engineer services (\$155,000). Staff is recommending authorization of only the engineering design portion of the contract at this time, and will seek further Council approval prior to construction for the remaining portion of the contract.

HR Green has experience in projects of similar size and scope and have recently successfully completed the design on a number of smaller stormwater projects along the NW Beaver Drive corridor.

FISCAL IMPACT:

\$285,000 for the design phase. Prior to pursuing the remaining portions of the contract, Council approval will be required.

This project will be funded through a loan from the State SRF program. Staff has submitted an application for a Planning and Design Loan to cover the cost of this contract, that loan would have a zero percent interest for three years and could be folded into the construction loan for the project. Staff will not authorize HR Green to commence with the design until approval of the loan application is provided by the SRF. The SRF loans will be repaid through revenue from the Stormwater Utility.

RECOMMENDATION:

Approval of the Basic Services of the Consultant described in Section 3A(I) of the Agreement for Professional Services with HR Green, Inc.

Attachments:

Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this ____ day of _____, 2016, by and between the CITY OF JOHNSTON, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc., (Fed. I.D. # 42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 1, Scope of Services. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 2.

I. Basic Services of the Consultant	\$285,000
II. Resident Services	\$155,000

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation

insurance coverage for Consultant and all Consultants' personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance consultant licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested, and/or email notification.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested, and/or email notification.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance consultant licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

1. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Johnston
Attn: Cyndee Rhames, City Clerk
Address: P.O. Box 410
City, State: Johnston, IA 50131-0410

FOR THE CONSULTANT:

Name: HR Green, Inc.
Attn: Chad Mason, P.E.
Address: 5525 Merle Hay Rd., Ste. 200
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, and employees (collectively, City) against all damages, liabilities, judgments or costs, including reasonable investigative fees, attorneys' fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable. Consultant shall not be obligated to provide the City with legal counsel or advanced investigative fees, legal fees, or costs.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any consultant or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any consultant or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty

(30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties. Should mediation fail and litigation ensue, the prevailing party shall be entitled to reasonable attorneys' fees and costs to the extent said fees and costs are attributable to the non-prevailing parties' fault.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF JOHNSTON

BY: _____

BY: _____

Name: James R. Rasmussen, P.E.

Paula Dierenfeld, Mayor

Title: Principal

WITNESS

ATTEST

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT 1

PROJECT UNDERSTANDING & SCOPE OF SERVICES

GREEN MEADOWS WEST CENTRAL CHANNEL REPAIRS

CITY OF JOHNSTON, IOWA

PROJECT DESCRIPTION

The project involves streambank stabilization on an unnamed tributary of Beaver Creek in Johnston, Iowa. The stream to be addressed flows generally in a northeasterly direction between Tiburon Place and Heather Bow within the Green Meadows West subdivision. The project will include limited grading to develop a stable slope and establish native vegetation at certain locations, installation of stone toe protection, and installation of riffle structures. The project was previously described as Phases 2 and 3 of the Greenwood Hills Corridor Improvements Project in U.S. Army Corps of Engineers (USACE) Permit Number CEMR-OD-2013-1772.

The project will extend from an existing pipe outlet downstream of Kings Row to the stream's confluence with Beaver Creek, a distance of approximately 2,200 feet. Toe protection and soil log protection will be installed at select locations, and approximately eleven (11) riffle dams will be installed for grade control. Trees that will be removed as part of this project will be replaced by other native trees.

The project also includes modifications to both ends of an existing 72-inch RCP culvert beneath Foxboro Road. An inlet structure will be constructed on the upstream side of this culvert. On the downstream side, a new manhole and approximately 80-90 feet of new storm sewer piping will be constructed in order to match the culvert invert with the stream bottom.

DESIGN CRITERIA / ASSUMPTIONS

The project's conceptual design (30%) has been established by the above-mentioned USACE permit. This agreement assumes the previously completed conceptual design will not need to be substantially revised. The work under this agreement will advance the project from its current 30% status through final construction and closeout.

The stream alignment will not be altered by the project.

If necessary, the project may include up to three (3) separate construction contracts with separate bid lettings and plan / specification packages. These may include: (a.) tree cutting; (b.) primary construction; (c.) landscaping (seeding, plantings and landscape maintenance).

Construction will commence during the City's 2017-2018 fiscal year. In this agreement, "Basic Services of the Consultant" describes all services prior to the award of a construction contract, and "Resident Services" describes all services to be rendered after the award of a construction contract. By signature of this agreement, the City authorizes Consultant to begin work immediately on Basic Services. The Consultant shall not begin Resident Services until authorized by the City.

The 2014 Iowa Statewide Urban Design and Specifications (SUDAS) and the City's 2014 addendum thereto will be used for developing the construction plans and specifications.

Project construction will be funded at least in part by a loan from the Iowa Department of Natural Resources (IDNR) through the State Revolving Fund (SRF) program. The Consultant will assist the City in complying with SRF documentation requirements during design and construction.

Environmental services are not required for this project. The City has previously completed wetland delineations and habitat surveys, and has completed a mitigation plan. The mitigation plan has been approved by the USACE as part of a Section 404 permit. Environmental field surveys, field species or habitat surveys, contaminated sites investigations, cultural resource investigations, Section 4(f) / Section 6(f) evaluations, noise evaluations, wetland mitigation or National Environmental Policy Act (NEPA) document preparation are not required for the project. Any further environmental reviews will be performed by the IDNR as part of the SRF process.

If borrow material is required to balance the earthwork, contractor furnished borrow will be used. Design or selection of borrow areas will not be required of the Consultant.

Preliminary and Final Plans will be prepared using the Consultant's CADD standards and will be produced in AutoCAD electronic format (11" X 17" size).

All construction phase contractor pay requests and change orders will be developed using the City's standard forms.

SCOPE OF SERVICES

PHASE A – BASIC SERVICES OF THE CONSULTANT

Task A.1 - Project Management

Project management activities will include:

- Progress reporting, monthly meetings and occasional written communications with the City;
- Work planning, guidance, coordination and leadership for the project team, including subconsultants;
- Management of the project schedule and budget, and invoicing;
- Preparation and oversight of a quality control plan for the project.

Task A.2 – Geotechnical Engineering

The Consultant will use Terracon Consultants, Inc. as a subconsultant to provide the following geotechnical engineering services:

- Visit the area to observe current conditions and potential boring sites.
- Review topographic plans and cross sections of the project area.

- Conduct up to eighteen (18) exploratory borings at locations to be determined following field reconnaissance. The borings will be located on both sides of the tributary and within existing drainage easements (outside private residential property). Some locations will be specific to distinct cut-bank or eroded areas. At least two (2) of the planned borings will be performed near the planned Foxboro Road culvert structures. Where possible, the borings will be positioned at varying elevations to aid in evaluating profiles of subsurface conditions in the sloping terrain. Boring depths will be determined based on relative relief between the boring position and elevation of the tributary channel. Borings performed near the tributary will extend to depths of about 20 feet, and borings performed in higher elevation areas away from the tributary will extend to depths of about 30 feet.
- If the borings encounter competent bedrock above the current tributary channel elevation and auger refusal occurs, Terracon will obtain core samples of the bedrock. If auger refusal occurs below the tributary elevation, the boring will be terminated. This scope of services includes up to three (3) 10-foot core samples into bedrock.
- Samples of overburden materials will be recovered at approximately 2.5-foot intervals in the upper 10 feet of the borings, then at 5-foot intervals through the remaining depth. The sampling will primarily utilize thin-walled tubes in cohesive soils, and split-barrel sampling will be performed in granular soils, or other zones of higher strength materials (such as weathered bedrock).
- Conduct laboratory tests on selected soil samples consisting of the following:
 - Water content (all samples),
 - Dry unit weight (undisturbed portions of thin-wall tube samples),
 - Unconfined compression (undisturbed portions of thin-wall tube samples),
 - Atterberg limits (up to 8 samples),
 - Grain size and hydrometer analysis (up to 6 samples).
- Prepare computer generated logs for each of the borings and laboratory data sheets for some of the tests.
- Develop up to four (4) models for computerized calculation of the relative stability of the slopes and current conditions. To do this with reasonable confidence, current topography within and beyond the sloped areas must be available. Terracon can provide direction to the Consultant to conduct any additional topographic survey necessary if the detail of any areas is not portrayed on current topographic plans. Using the surface profiles developed from the topographic survey and the profile(s) of the subsurface conditions determined by the borings, Terracon will develop slope stability models.
- Using the developed models, Terracon will perform global stability review of potential stability improvement methods that could be considered in the event that conditions arise during construction that result in slope movements and remediation methods need to be implemented.

- Terracon will prepare a list of repair options for consideration, and perform general stability reviews of one of the potentially more practical approaches (perhaps aggregate key trenches with backslope drainage improvements) of the options considered.
- Near the completion of geotechnical services, Terracon will meet one time with the Consultant and the City to present findings, opinions and recommendations.
- Upon selection of a feasible repair option(s), and completing any supplemental exploration and analysis (see below), Terracon will prepare an engineering report presenting the results of all the services performed.

Supplemental Exploration & Analysis:

Additional field exploration, laboratory testing and geotechnical design may be required to better define and characterize the limits of the repair option deemed suited for the condition, and may be required to provide additional information for final design. This scope of services includes limited supplemental exploration and analysis as follows:

- This scope of services includes up to two (2) inclinometer installations. Installation of inclinometer casing in some of the boreholes may be advisable, depending on the condition of existing slopes and the potential impact of any movements on adjacent property. Establishing a monitoring program prior to and after planned streambank improvements would aid in measurements of the profile of any lateral deformation in inclinometer casings which would provide indication of the location of any sliding failure planes, and magnitude and relative rate of movements. The scheduling of measurements can be established based on schedule of the planned improvements and condition of the existing slope.
- This scope of services includes up to two (2) groundwater monitoring wells. Groundwater monitoring wells consisting of a screened section of PVC pipe and solid riser pipe might also be installed in some of the borings. The depths of the wells are anticipated to be less than 20 feet. Establishing potential seasonal trends in groundwater levels would assist in developing the slope stability models.

This scope of services does not include final design of repair options that might be selected to remedy any specific slope failure conditions encountered.

Task A.3 – Surveying & Mapping

The Consultant will provide topographic, ground control and utility surveying, base mapping and digital terrain modeling for the project. The Consultant will also provide notification to property owners prior to the commencement of surveying field activities. The Consultant will employ Nilles Associates, Inc. as a subconsultant for tree survey assistance, property ownership research, boundary surveys and preparation of easement plats, descriptions and exhibits.

Within the project limits delineated in the Project Description, the extent of the survey will be as necessary to establish existing topography, side slopes, break lines, and drainage patterns. The lateral extents of the survey will extend part-way into the adjacent residential back yards, but no further than the edge of houses.

Property Ownership Research and Boundary Survey

Research CITY and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys; locate existing boundary corner monuments; establish property lines, right-of-way lines, section lines, and easements; determine ownership of the properties affected by the project.

Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in the field.

Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Property Owner Notification

Request right-of-entry for performing data collection tasks, including field surveys and geotechnical investigation. Prior to beginning any visible field activities, the Consultant will prepare and distribute (via standard U.S. mail) notification letters to applicable property owners within the project area. The letters will explain the proposed project

Ground Control Survey

Horizontal Control – Locate existing survey control points (if any) established within the project area. Existing control point and horizontal datum information will be provided by the CITY. Establish additional control points (assume 3 total) within the project area, as necessary. The additional control points will be referenced to physical features.

Vertical Control – Locate existing benchmarks (if any) established within the project area. Existing benchmark and vertical datum information will be provided by the CITY. Establish additional benchmarks (assume 3 total) and elevations of control points within the project area.

Topographic Survey

Locate existing topographic features within the project area. These items include stream channel flowline, toe and top of bank, trees as noted below, shrubs, landscaping, fences, retaining walls, and obvious breaks or changes in grade.

Tree Survey: Trees equal to or greater than six inches diameter/caliper, measured at two feet above the ground surface, will be located and identified as

to genus (e.g. oak, maple, elm, etc.). Identification will not be taken to the species level (e.g. pin oak, sugar maple, American elm, etc.)

The lateral extents of topographic survey shall be generally as follows:

- From the upstream end of the project, downstream to the back corner of the property at 8010 Heather Bow: Extents shall be 75 feet on each side of the stream flowline, or to privacy fencing, whichever is closer.
- From the back corner of the property at 8010 Heather Bow, downstream to the confluence with Beaver Creek: Extents shall be 50 feet on each side of the stream flowline.

At Foxboro Drive, locate streets, sidewalks, and curb & gutter. The type of material that each of these items consists of shall be noted (e.g. concrete, asphalt, seal coat, gravel, etc.).

Ground elevations will be taken at an appropriate spacing to establish critical ground elevations, break lines, slopes, grade transition locations, and drainage channels.

Utility Survey

Using the Iowa One Call system, contact public and private utility owners of record to request current maps of facilities within the project area. The private utilities could include telephone, fiber-optics, electric, gas, cable television, sump pump and roof gutter drain lines, etc. The public utility systems could include water mains and services, storm sewer systems, sanitary sewer systems, traffic signal systems, and fiber optic lines. Review maps provided by facility owners and make an additional request, using the Iowa One Call system, that the buried utilities be marked in the field.

Field survey the locations of private utilities and public utility systems that are visible, have been marked on the ground by the utility owner, or have been potholed by others, in order to establish coordinates and elevations (if possible). Generate a coordinate listing of the points surveyed and a plot showing the field surveyed utilities, including utility names and descriptions. This task includes locating private utility appurtenances (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and public utility appurtenances (e.g. fire hydrants, water valves, water service stop boxes, utility accesses, intakes, sanitary sewer cleanouts, traffic signal poles, traffic signal handholes, traffic signal controllers, fiber-optic junction boxes, etc.). Open sanitary sewer utility accesses, storm sewer utility accesses, and storm sewer intakes to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.

Excavating and potholing to expose buried utilities are not included in this Scope of Services.

Base Mapping and Digital Terrain Modeling

Base Map – A CAD drawing will be prepared that contains line work, symbols and drawings of physical features and utilities that were located, as part of the topographic and utility surveys. Public and private utility locations will be based on maps obtained from the City and utility companies and locations marked in the field.

Digital Terrain Model – A digital terrain model will be created, showing ground contours at one-foot (1-ft.) intervals. The digital terrain model and base map will be used for the design of the project.

Easement Plats, Descriptions and Exhibits

Provide acquisition plats for up to five (5) permanent easements. Provide descriptions and simple illustrative exhibits for up to ten (10) temporary construction easements. This scope of services includes one (1) round of minor revisions to all permanent easement acquisition plats, as such revisions may be warranted by the negotiation process.

Task A.4 – Design Development (30-50%)

Hydraulic Modeling

For the hydraulic modeling task, the Consultant will use the peak discharges calculated by a previous consultant to model the existing hydraulic conditions within the project area. XPSWMM will be used to model pipe flow, and HEC-RAS will be used to model open-channel flow. The hydraulic modeling will provide existing storm water velocities and water surface elevations within the project area. The 2-, 5-, 10-, 50-, and 100-year hydraulic conditions will be determined. Velocity, shear stress and elevation information will be used to verify or adjust the extents, location or construction details of the 30% conceptual design.

Preliminary Plans

Based on the results of hydraulic modeling, the Consultant will prepare a set of preliminary design plans (50% complete) depicting the proposed removals and demolition, grading and erosion control improvements, and other features of the project. The deliverables for the preliminary design phase include preliminary plans in accordance with SUDAS requirements and a preliminary opinion of probable construction cost. This scope includes quality control reviews to be conducted in accordance with the Consultant's quality control plan for the project.

Field Reviews

Prior to beginning design, the Consultant will conduct a detailed walk-through of the entire length of the stream to inspect all existing eroded areas. Existing conditions will be documented with photographs. After completion of the Preliminary Plans, a second field review will be held with the City's staff to discuss the proposed preliminary design and its property and tree impacts, as well as construction staging and potential constructability issues. The goal of this review is to identify adjustments (if any) to the design that may reduce adverse impacts, while still achieving the project's erosion control goals and satisfying the terms of the USACE permit.

As part of the field review process, the Consultant will meet on-site with the City to identify the most valuable trees within the corridor, and which trees can be feasibly preserved with a reasonable expectation of post-construction survival. The Consultant will thus delineate "save areas" where trees are to be preserved, and "clear areas" where trees should be removed.

Task A.5 – Public Involvement

Homeowners Association Meeting

Prepare for and attend one (1) meeting of the Green Meadows West Homeowners Association Board. It is assumed this meeting will be held very early in the project, prior to commencement of surveying or geotechnical engineering.

Public Information Meetings

Prepare for and attend two (2) neighborhood meetings with residents adjoining the project. It is assumed these meeting will occur after the completion of the Preliminary Design and at the 90% completion juncture of Final Design. The meetings will review the proposed design and its anticipated construction impacts, schedule and staging. (NOTE: A third public information meeting is included under “Phase B - Resident Services” below.)

City Council Meetings

Prepare for and provide a briefing to the Johnston City Council at one (1) work session during the course of the project’s design phase, as directed by the City staff.

Task A.6 – Easement Acquisition

The Consultant will employ JCG Land Services, Inc. as a subconsultant for the purpose of negotiating, acquiring and filing temporary construction and permanent drainage easements. The subconsultant will establish a file for each parcel and will document all interactions with property owners in the parcel files.

This scope of services assumes all easements will be less than \$10,000 in value and thus will not require appraisals. Compensation estimate procedures will be followed, in accordance with state and federal regulations. The subconsultant shall prepare any compensation estimates, written offers, easement agreements and other documents necessary to secure the required easements in compliance with state and federal law.

The subconsultant shall deliver to each owner of interest, including tenants, proposed contracts, and answer easement related questions from each owner of interest. Upon successful completion of negotiations on a parcel, the subconsultant shall audit the agreement for correctness and verify appropriate interests were acquired from the proper parties prior to submission to the City for approval. Upon obtaining a signed easement agreement from the property owners, the subconsultant shall file the easement documents with the Polk County Recorder. A copy of each parcel file will also be delivered to the City.

It is assumed the required permanent right-of-way or easements and temporary easements will be readily obtained and eminent domain/condemnation services will not be required. If an agreement cannot be reached with an owner of interest through normal negotiation procedures, the subconsultant shall review the parcel giving full consideration to pertinent data and make a recommendation as to whether a settlement should be attempted or whether to acquire the parcel by eminent domain/condemnation proceedings. Three (3) meetings with the property owner by the negotiator without progress toward a settlement shall constitute non-agreement through normal negotiation procedures.

This agreement includes up to five (5) permanent easements and up to ten (10) temporary easements.

Task A.7 – Final Design (50-100%)

Final Plans, Specifications & OPC

Based upon the approved preliminary design and meetings with the City, the Consultant shall subsequently proceed with final design. The deliverables for the final design phase include final construction plans, project manual (specifications), and a final opinion of probable construction cost. Final design includes structural design of the culvert modifications and special structures at Foxboro Road.

Up to three (3) plan and specification packages will be produced for public bidding as follows:

- Package #1 – Tree Clearing
- Package #2 – Grading, erosion control measures, culvert modifications
- Package #3 – Landscaping (seeding, plantings and maintenance)

In conjunction with final design, the Consultant will also prepare an application on the City's behalf for IDNR Flood Plains permitting. However, this scope of services does not include hydrologic / hydraulic modeling of Beaver Creek to demonstrate no-rise conditions.

Task A.8 – Bid Letting & Contracting Assistance

The Consultant will assist the City with preparation of a Notice of Hearing and Letting for the project. The Consultant will prepare and distribute, to Consultant's own mailing list of reputable contractors, an informal Notice of Project. The City will be responsible for all formal, legal advertisements for bids, and for drafting and executing all council resolutions. The Consultant will respond to bidders' inquiries and publish clarifying addenda if needed. The Consultant will attend the bid letting(s) and public hearing(s), and will assist the City in the award of construction contract(s). Following award of the contract(s), the Consultant will assemble a set of Conformed Documents for the City's convenience, consisting of the project plans and specifications with all executed contracts, insurance certificates and bonds bound therein.

Client Authorized Contingency

The Consultant's fee budget for Basic Services shall include an additional 10% allowance for unforeseen contingencies. Effort and expenses shall not be charged to this contingency allowance except by consent of the City. Examples of eligible contingencies include, but are not necessarily limited to the following:

- Additional geotechnical services
- Additional surveying
- Additional public involvement
- Additional easement services
- Deviations from the stated criteria and assumptions of the agreement

Such variations from the scope of services may be covered by the contingency allowance without need for an amendment to the base contract, until the contingency fund is exhausted. If the City encounters a need for additional services beyond the scope of this agreement after the contingency allowance is exhausted, such services shall constitute cause for an amendment to the agreement.

PHASE B – RESIDENT SERVICES

Task B.1 – Construction Administration

Construction Meetings

Conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties. Attend a public information meeting with affected residents, City staff and Contractor personnel.

It is not anticipated that progress meetings will be warranted weekly throughout the entire construction period. Rather, weekly meetings will be needed during the most intensive periods of construction, and biweekly meetings will suffice during other periods. Consultant shall attend up to ten (10) progress meetings.

Submittal Reviews

Review shop drawings, samples, and other data, which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

Pay Estimates

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Up to six (6) monthly estimates are included in this Scope of Services. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

Clarifications & Change Orders

Issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Engineer Site Visits

A Design Engineer and/or Project Manager shall make occasional visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the Plans, and the engineer shall keep the City informed of the progress of the work.

The engineer shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

This task also includes up to thirty (30) hours of on-site support from a geotechnical engineering technician and up to eight (8) hours of construction phase advisement from a geotechnical engineer. The Consultant will use Terracon Consultants, Inc. as a subconsultant for these services.

Task B.2 – Resident Construction Observation

Construction Observation

The Consultant will provide full-time (average 40 hours per week) resident construction observation services throughout the estimated 25-week construction schedule. This agreement includes a single construction technician for a total of 1,000 personnel-hours of resident observation.

Erosion Control Inspections

During the course of resident construction observation, the Consultant will perform weekly inspections of the Contractor's erosion and sediment control measures to verify conformance with the Stormwater Pollution Prevention Plan (SWPPP). Consultant will document each inspection and, if necessary, alert the Contractor to needed repairs, additions and/or replacement of deficient erosion and sediment control measures.

Task B.3 – Construction Surveying

The Consultant will employ Nilles Associates, Inc. as a subconsultant for construction staking as follows.

Control

- Control points are to be provided by Consultant.
- Reference and preserve plan control points with both distance and angle or alternate method.
- Reset any property corners (previously found by sub-consultant) destroyed during construction in areas where permanent right-of-way acquisition is not occurring;

Grading

- Right-of-way and easement locations and construction limits
- Slope stakes for grading stabilization
- Soil log protection
- Riffle structures
- Stone toe protection

Storm Sewer

- Centerline of pipe at beginning and ends of pipe runs and at intersections

- Reference point of intakes
- Offset stakes to center of intakes
- Offset stakes with cut to flow line for pipe runs longer than 50 feet
- Gutter inlet and flow line elevations for intakes

Staking locations will be determined by Nilles Associates with consideration of contractor's requests and shall not include any re-staking.

Construction Contractor(s) will be responsible for preserving original stakes set by the Consultant. If original survey stakes, hubs or marks are carelessly or willfully destroyed by the Contractor(s), re-staking will be charged to the Contractor(s).

Task B.4 – Construction Closeout Assistance

Final Inspection

Conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. Assist the City with preparation of a project completion punch-list for the Contractor if needed. The Consultant will recommend, in writing, final payment to the Contractor and will give written notice to the City and the Contractor that the work is acceptable.

Record Drawings

Consultant will prepare construction record drawings defining the actual location of improvements and fixtures. Prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the resident construction observer. Provide the City with one (1) reproducible 11x17 paper copy of the record drawings and an electronic copy of the project drawings.

Along with the record drawings, the Consultant will include a copy of the recommended maintenance plan for all seeding and plantings on the project.

ATTACHMENT 2

SCHEDULE OF FEES

HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2016

Professional Services	Billing Rate Range
Principal	\$195 - \$280
Senior Professional	\$165 - \$240
Professional	\$110 - \$180
Junior Professional	\$85 - \$135
Senior Technician	\$90 - \$125
Technician	\$45 - \$105
Senior Field Personnel	\$100 - \$165
Field Personnel	\$60 - \$145
Junior Field Personnel	\$50 - \$90
Administrative Coordinator	\$85 - \$140
Administrative	\$55 - \$115
Corporate Admin	\$70 - \$120

Reimbursable Expenses:

Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey or construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile or \$65.00 per day.

Charges for subconsultants will be billed at their invoice cost plus 15%.

All materials and supplies used in the performance of the work on this project will be billed at cost plus 10%.



ITEM NO. 8M

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

February 16, 2016 Meeting

SUBJECT: Consider Approval of Out-of-State Travel for Eric Melton and Molly Mauer to attend the Public Library Association Annual Conference in Denver, CO April 5 - 9, 2016

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval
- Receive/File
- Attorney Review

SYNOPSIS:

The annual Public Library Association conference is being held April 5 – 9, 2016 in Denver. City policy requires approval by the City Council for all out-of-state travel.

The conference provides professional development opportunities on a variety of topics related to librarianship.

Eric Melton and Molly Mauer, director and assistant director respectively, have tentative plans to arrive in Denver Tuesday, April 5 and return Friday April 8.

Estimated costs are as follows:

- Airfare – approx. \$960.00
- Lodging - \$1,680
- Conference Registration – \$750
- Meals - estimated \$20/day - \$200
- Total Estimated Costs: \$3,590

FISCAL IMPACT:

Funds are available in the Library travel and training budgets.

RECOMMENDATION:

Approve request.



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016 Meeting

SUBJECT: Consider Resolution No. 16-44 —A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57 th Avenue Improvements	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:

Staff is requesting approval of Resolution No. 16-44 to acquire real estate interests and authorizing payments for Right of Way and Easements for the NW 57th Ave Improvements project. These acquisitions had been completed as of February 5, 2016

RECOMMENDATION:

Approval of Resolution No. 16-44— A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Ave Improvements project.

Motion by _____, seconded by _____, A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Ave Improvements project.

<u>ROLL CALL VOTE:</u>	AYE	NAY	ABSENT	ABSTAIN
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

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RESOLUTION NO. 16-44

**ACCEPTING THE ACQUISITION OF REAL ESTATE INTERESTS AND
AUTHORIZING PAYMENTS TO ACQUIRE SUCH REAL PROPERTY
FOR THE NW 57TH AVENUE IMPROVEMENTS PROJECT**

WHEREAS, the plans and specifications for the said project have been prepared by the project's Engineer, Foth Infrastructure & Environment, LLC., of Johnston, Iowa, in accordance with the City's Design Standards and Specifications, and

WHEREAS, the plans and specifications call for certain acquisitions of real estate interests and the use of temporary construction easements to accommodate the additional right of way needed for the new road design, and

WHEREAS, appraisal valuations for the permanent and temporary real estate interests needed for the project were prepared and accepted by the City to determine the compensation to be paid to property owners, and

WHEREAS, the property owners listed on the attached acquisition summary have executed the appropriate documents to convey necessary property to the City for the Project, in accordance with the values previously approved by the City.

BE IT RESOLVED BY THE CITY COUNCIL OF JOHNSTON, IOWA, that the real estate interests needed for the project as listed in the attached schedule are accepted and the City authorizes payment to the property owners in accordance with the executed agreements.

PASSED AND APPROVED, this 16th day of February, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

<u>ROLL CALL VOTE:</u>	AYE	NAY	ABSENT	ABSTAIN
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

RESOLUTION NO. 16-37

A RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR THE BEAVER CREEK BANK STABILIZATION #1 BEGINNING 500-FT. SOUTH OF NW 62ND AVE.

WHEREAS, Joshua DeBower, Lead Civil Engineer, for Foth Infrastructure & Environment, LLC, has reviewed the quantities for the projects construction and recommends modifications, now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that:

Change Order No. 3 is to final out the contract quantities.

This change order will decrease the contract amount by \$22,243.77

PASSED AND APPROVED this 16th day of February, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

<u>ROLL CALL VOTE:</u>	AYE	NAY	ABSENT	ABSTAIN
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Brown	_____	_____	_____	_____
Temple	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____

CHANGE ORDER 03 - FINAL QUANTITY ADJUSTMENTS



Department of Public Works
 6400 NW Beaver Drive
 Johnston, Iowa 50131-0410
 (515) 278-0822 Fax (515) 727-8092

Distribution:
 Owner - Finance _____
 Owner - Public Works _____
 Engineer _____
 Contractor _____
 Other _____

Contractor: **TK CONCRETE, INC.**
1608 Fifield Road
Pella, IA 50219

Project Title	Beaver Creek Bank Stabilization #1 Beginning 500-ft. South of NW 62nd Avenue	
Foth Project Number	12J017.01	
Johnston Project File Number	342-BCS (67STRM2012)	
Orig. Contract Amount & Date	\$228,213.00	March 26, 2014
Change Order Number	3	
Date	January 5, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No.	Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
9.5	9040-D-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	AC	\$750.00	-1	(\$750.00)
9.6	9040-Q-1000	SILT FENCE, INSTALLATION	LF	\$2.20	-1000	(\$2,200.00)
9.7	9040-Q-3000	SILT FENCE, REMOVAL	LF	\$0.50	-1000	(\$500.00)
9.8	9040-U-5000	REVTMENT, CLASS E	TON	\$45.50	-413.05	(\$18,793.77)
						(\$22,243.77)

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$228,213.00
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$228,213.00
The Contract Sum will be decreased by this Change Order in the amount of	(\$22,243.77)
The new Contract Sum including this Change Order will be	\$205,969.23
The Contract Time will be changed by	0 Days

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Prepared By: Foth Infrastructure & Environment, LLC	Recommended By: TK Concrete, Inc.	Checked By: City of Johnston
Signature: _____	Signature: _____	Signature: _____
Name: Joshua C. DeBower, P.E.	Name: _____	Name: Paula Dierenfeld
Title: Lead Civil Engineer	Title: _____	Title: Mayor
Date: _____	Date: _____	Date: _____

Owner:	City of Johnston	
<input type="checkbox"/> \leq	\$500 Department Director	X _____ C Date _____
<input type="checkbox"/>	\$501 to \$2,500 City Administrator	X _____ C Date _____
<input type="checkbox"/>		Date _____
<input type="checkbox"/> $>$	\$2,501 City Council approved or ratified at Council meeting on	Date _____



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016 Meeting

SUBJECT: Consider the following Resolutions for the Beaver Creek Bank Stabilization #1:

- Resolution No.16- 48--A Resolution Accepting the project

ACTION REQUIRED:

- Ordinance
- Resolution *llg*
- Approval
- Receive/File
- Attorney Review

SYNOPSIS:

Josh DeBower, with Foth Infrastructure & Environment, LLC., has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract.

Staff is requesting the City Council consider the following:

- Resolution No. 16-48-A Resolution accepting the project.

RECOMMENDATION:

Approval

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(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Johnston, State of Iowa.
Date of Meeting: _____, 2014.
Time of Meeting: 7:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Res No 1648 • Resolution accepting 2014 Beaver Creek Bank Stabilization #1.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Johnston, State of Iowa

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS *Res No 16-48*

WHEREAS, on the 14TH day of MARCH, 2014, the Mayor and Clerk of the City of Johnston, Iowa, entered into a construction contract with TK CONCRETE of PELLA, IA, for the construction of certain public improvements generally described as 2014 Beaver Creek Bank Stabilization #1; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on FEBRUARY 2, 2016:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$205,969.23, as shown in the report of the Engineer.

CERTIFICATE OF COMPLETION

**BEAVER CREEK BANK STABILIZATION #1
BEGINNING 500-FT SOUTH OF NW 62ND AVENUE
JOHNSTON, IOWA – 2014**

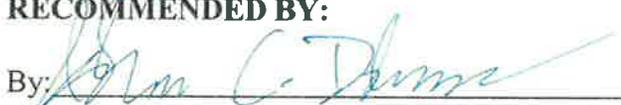
FEBRUARY 02, 2016

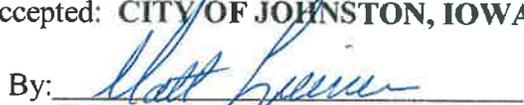
We hereby certify that we have made an on-site review of the completed construction of the above reference project as performed by TK Concrete, Inc.

As Construction Administrators and Observers for the project, it is our opinion that the work is in substantial accordance with the plans and specification and that the final amount of the contract is Two Hundred Five Thousand, Nine Hundred Sixty-Nine and 23/100 Dollars (\$205,969.23).

RECOMMENDED BY:

Accepted: **CITY OF JOHNSTON, IOWA**

By: 

By: 

Title: Lead Civil Engineer

Title: Construction Inspector

Date: 2/2/16

Date: 2/11/16



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No.4 to TK Concrete in the amount of \$6,714.25 for work completed as of January 5, 2015 on the Beaver Creek Bank Stabilization #1 project.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval <i>WOL</i></p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No. 4 in the amount of \$6,714.25 work completed as January 5, 2015 on the Beaver Creek Bank Stabilization #1 project.

\$10,298.46 of the value of completed work has been retained so far.

Josh DeBower, Project Civil Engineer, with Foth, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract.

A copy of Pay Estimate No. 4 is attached.

FISCAL IMPACT

The funds for this payment will come from account 342

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 4

Motion by _____, seconded by _____, Approval of Pay Request No.4 to TK Concrete for work completed as of January 5, 2015 on the Beaver Creek Bank Stabilization #1 Project.

<u>ROLL CALL VOTE:</u>	AYE	NAY	ABSENT	ABSTAIN
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____



Department of Public Works
 6400 Beaver Drive, PO Box 410
 Johnston, IA 50131-0410
 (515) 278-0822 Fax (515) 727-8092

Pay Request 4 - Final Quantities

Distribution:

- Contractor
- Public Works
- Finance
- Engineer

Contractor: TK Concrete, Inc.
 1608 Fifield Road
 Pella, IA 50219

Project Title	Beaver Creek Bank Stabilization #1 Beginning 500-ft. South of NW 62nd Avenue	
Johnston Project File Number	67STRM2012	
Purchase Order Number		
Orig. Contract Amount & Date	\$228,213.00	3/26/2014
Notice to Proceed Date	4/28/2014	
Estimated Completion Date	2/20/2015	
Pay Period	4/4/2015 - 1/6/2016	
Pay Request Number	4	
Date	1/5/2016	

BID ITEMS									
Item No.	Fund.Dept.Object No.	Item Code	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 1 - GENERAL									
			NOT USED						
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE									
2.1		2010-C-1000	CLEARING & GRUBBING	LS	1	\$15,000.00	\$15,000.00	1.00	\$15,000.00
2.2		2010-E-1040	EXCAVATION, CLASS 10, CHANNEL	CY	1,340	\$10.00	\$13,400.00	1,340.00	\$13,400.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION									
3.1			NOT USED						
DIVISION 4 - SEWERS AND DRAINS									
4.1			NOT USED						
DIVISION 5 - WATER MAIN AND APPURTENANCES									
5.1			NOT USED						
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER									
6.1			NOT USED						
DIVISION 7 - STREETS AND RELATED WORK									
7.1			NOT USED						
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL									
8.1		8010-D-1000	TRAFFIC CONTROL	LS	1	\$1,750.00	\$1,750.00	1.00	\$1,750.00
DIVISION 9 - SITE WORK AND LANDSCAPING									
9.1		9010-B-1100	HYDRAULIC SEEDING, FERTILIZING & MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)	AC	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00
9.2			SURFACE RESTORATION OF HAUL ROAD	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
9.3		9010-E-1000	WARRANTY	LS	1	\$1,250.00	\$1,250.00	1.00	\$1,250.00
9.4		9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00
9.5		9040-D-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	AC	1	\$750.00	\$750.00	0.00	\$0.00

9.6		9040-Q-1000	SILT FENCE, INSTALLATION	LF	1,000	\$2.20	\$2,200.00	0.00	\$0.00
9.7		9040-Q-3000	SILT FENCE, REMOVAL	LF	1,000	\$0.50	\$500.00	0.00	\$0.00
9.8		9040-U-5000	REVTMENT, CLASS E	TON	3,986	\$45.50	\$181,363.00	3,572.95	\$162,569.23
TOTAL							\$228,213.00		\$205,969.23

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
TOTAL			\$0.00

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$228,213.00	\$205,969.23
Approved Change Order 1	\$0.00	\$0.00
Approved Change Order 2	\$0.00	\$0.00
Approved Change Order 3	-\$22,243.77	\$0.00
Revised Contract Price	\$205,969.23	\$205,969.23
Materials Stored		\$0.00
Retainage (5%)		\$10,298.46
Total Earned Less Retainage		\$195,670.76
Total Previously Approved (list each)		
Pay Request 1	\$17,693.63	
Pay Request 2	\$63,954.61	
Pay Request 3	\$107,308.27	
Pay Request 4		
Pay Request 5		
Total Previously Approved		\$188,956.51
Amount Due This Request		\$6,714.25
Percent Complete		100.0%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)		207.0%

The amount \$6,714.25 is recommended for approval for payment in accordance with the terms of the Contract

Contractor: TK Concrete, Inc.	Recommended By: Foth Infrastructure	Checked By: City of Johnston
Signature:	Signature:	Signature:
Name:	Name: Joshua C. DeBower	Name:
Title:	Title: Lead Civil Engineer	Title:
Date:	Date:	Date:



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

February 16, 2016

SUBJECT: Consider amendment #1 to agreement with Foth for the NW 60th Avenue Improvements Project.

ACTION REQUIRED:

- Ordinance
- Resolution
- Approval *WDC*
- Receive/File
- Attorney Review

SYNOPSIS:

We have received an amendment to the agreement for NW 55th Avenue project from Foth to include the NW 60th Avenue Improvements portion of the project.

This agreement covers the following:

The addition of the NW 60th Ave Improvements (phase 4A) portion of the project to the original contract.

The work for this section of the project will include:
The topographic survey, preliminary, final design, geotechnical exploration, limited real estate acquisition services, resident construction services, and construction survey for the construction.

FISCAL IMPACT

Construction administration	\$ 48,500.00
Resident engineering/observation	119,000.00
Construction Survey	<u>16,500.00</u>
Total	\$184,000.00

RECOMMENDATION:

Approval

Motion by _____, seconded by _____, Consider amendment #1 to the agreement with Foth for the NW 60th Avenue Improvements Project.

ROLL CALL VOTE:

AYE	NAY	ABSENT	ABSTAIN
------------	------------	---------------	----------------

Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

ENGINEERING SERVICES AMENDMENT NO. 1
PROJECT NO. _____

THIS AMENDMENT, made and entered into this _____ day of _____, 2016 by and between, the **CITY OF JOHNSTON, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Engineer", for professional services in connection with the topographic survey, preliminary, final design, geotechnical exploration, limited real estate acquisition services, resident construction services, and construction survey for the reconstruction of NW55th Avenue approximately 2,900LF from Merle Hay Road to Beaver Drive hereby amends the original Agreement dated October 21st, 2013 as follows:

The City and Engineer agree to amend the original Agreement to include additional services associated with the construction period services and include the following tasks:

II. CONSTRUCTION PERIOD SERVICES

The work tasks to be performed or coordinated by the Consultant during the Construction Period Services shall include the following:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 - Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be weekly visits during construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws,

rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 - Change Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 - Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Task 6 – Final Assessment Plat and Schedule

The task consists of preparation of final assessment plat and schedule based on the final construction costs.

Task 7 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 8 – Project Coordination

Individual Property Owner Meetings

The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the Project Development Team meetings. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that two (2) meetings with eight (8) individual property owners involved in the right-of-way acquisitions will be required.

Public Information Meetings

The Consultant will conduct one (1) public informational meeting that will be attended by three (3) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the construction activities, expectations during construction and construction representative contacts. This task includes preparation of the public notification letter, display materials and hand out information for the meeting.

The reserving of the meeting facility and a public notification will be completed by the City.

Utility Coordination Meetings

The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary/final design review and coordination meetings.

B. RESIDENT ENGINEERING/OBSERVATION

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under Task IIA Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Prepare written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the project.

For budget purposes, it is assumed that the construction period will be in year 2016 and estimated that one full-time staff member of the Consultant will be available for the construction observation services on this project for five (5) months. It also assumes that one staff member will be available for part-time for (2.5) months for pre-project and post-project work not requiring full-time observation services.

The above resident engineering/observation estimate includes a maximum of 1,170 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require resident engineering/observation in excess of 1,170 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. CONSTRUCTION SURVEY

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

- a) Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-need to complete the project.
- b) Reset land corners and permanent reference markers as indicated on the plans.
- c) Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.
- d) This task does not include resetting all property corners disturbed by construction.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Task 3 - Sanitary Sewer and Storm Sewers

Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe.

Task 4 - Water Mains

Mark locations and elevations with metal pin or tack in a wood hub, flat, and lath. Clearly mark the flat with the station location, pipe number, cut/fill elevation, and offset distance to centerline of pipe.

Task 5 - Intakes and Utility Accesses

Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; intake or utility access number; cut/fill elevation, including bottom of well and form grade; and offset distance to the Station Location.

Task 6 - Pavement (PCC)

- a) Elevations (graded 4' offset paving hubs) at 25 foot intervals for finished grading and paving.
- b) At intersections, graded offset hubs will be set at each end of radius, and radius points will be set where radius distance is less than 100 feet. Also graded midpoint offsets will be set on radii where curve length is greater than 40 feet.
- c) After grading and paving is complete, reset plan control points and land corner monuments.

*Note: the survey scope of services does not include blue-top staking for finished grading.

Task 7 – Miscellaneous Construction Staking

The above tasks qualified personnel, equipment and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

Construction staking for removals, silt fence, revetment limits, erosion control lining, surface restoration, landscaping, traffic control, signing and pavement markings, rock excavation volumes, and other miscellaneous items are **not** included in this scope of services. It is assumed that the on-site construction technician for the project will provide these services where appropriate. Existing and final cross-sections for earthwork computations are also **not** included in the above.

Task 8 - Monumentation of Fee-title Right-of-Way and Permanent Easements

This task consists of monumentation of the easements acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

The original Agreement provided a Scope of Service and related Fee for the Basic Services of the Engineer (Design). Engineering effort related to the Basic Services of the Engineer came in on the original proposed budget. The Engineer respectfully requests the Construction Period Services (Administration, Observation and Survey) be amended to add the additional services.

In consideration for these services, the City agrees to increase the compensation for services performed by the Engineer. These fees are based on the standard hourly rates of the Engineer's personnel actually engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are actually engaged in the work and other direct costs. The total Hourly Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

I. Basic Services of the Engineer (Design)	(no change)
II. Construction Period Services	
Task A - Additional Construction Administration	\$ 48,500.00
Task B – Resident Engineering/Observation	\$ 119,000.00
Task C – Construction Survey	<u>\$ 16,500.00</u>
Subtotal Total Amendment	\$ 184,000.00

The net increase to the overall Contract is \$184,000.00

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.

CITY OF JOHNSTON, IOWA

By: _____
Patrick P. Kueter, Client Director

By: _____

WITNESS

ATTEST

By: _____
Douglas Ernst, Project Director

By: _____

BS1

BANK RECONCILIATION REPORT		01/31/16	
BOOK BALANCES		CASH & INVESTMENTS	
FUND		9350 Empl 8646028	\$ 5,891.72
		Pool 001-8007	\$ 1,157,022.84
General	\$ 5,730,660.44	9300 Medical 84336577	\$ 266,319.66
		6001 Water Petty Cash/Change	\$ 100.00
Special Revenue	\$ 6,109,318.78	1000 Library Change Fund	\$ 205.00
		1000 Library Petty Cash	\$ 25.00
Debt Service	\$ 3,336,635.02	1000 Finance Petty Cash	\$ 50.00
		1000 Police Petty Cash	\$ 50.00
Capital Projects	\$ 17,005,524.20	26297 Investment Pool	\$ 21,618,762.96
		27761 2012A G.O. BONDS	\$ -
Water Enterprise	\$ 3,425,546.74	27891 CD IPAIT	\$ -
		Wells Fargo Investment	\$ 1,280,333.37
Wastewater Enterprise	\$ 4,181,401.44	Grinnell Bank 2013B G.O. Bonds	420,903.01
		Grinnell Bank 2014A G.O. Bonds	\$ 655,563.49
Stormwater Enterprise	\$ 989,567.59	Grinnell Bank 2015A G.O. Bonds	7,081,259.66
		PMA Financial 2015A G.O. Bonds	9,234,524.72
Internal Service	\$ 674,030.63	Total Bank	\$ 41,721,011.43
			\$ -
		Outstanding Deposit	\$ -
		Outstanding Checks:	
		9350 #8646028	\$ -
		Pool #18007	\$ (268,326.59)
		9300 #84336577	\$ -
			\$ (268,326.59)
Total Books	\$ 41,452,684.84	Adjusted Bank	\$ 41,452,684.84
			\$ -

Treasurer's Investment Report January 2016

Fund No.	I.D. Number or Purpose	Purchase Date	Mature Date	On Hand 01/01/16	Deposits	Withdrawals	On Hand 01/31/16	Interest Received
Pool	01-8007			738,839.07	2,386,232.09	1,968,048.32	1,157,022.84	
9300	84336577			262,910.06	99,409.60	96,000.00	266,319.66	
9350	8646028			5,721.36	8,776.58	8,606.22	5,891.72	
Pool	Petty Cash			430.00			430.00	
2013B	Grinnell			460,700.31	202.70	40,000.00	420,903.01	202.70
2014A	Grinnell	08.14.14		670,156.47	407.02	15,000.00	655,563.49	407.02
2015A	Grinnell			7,229,077.24	3,182.42	151,000.00	7,081,259.66	3,182.42
I.P.	26297			22,363,580.00	193.74	745,010.78	21,618,762.96	193.74
C.P.	27761			0.00			0.00	
Wells	73050			1,280,170.27	163.10	0.00	1,280,333.37	163.10
PMA	1452102			3,004,893.91	637.98	0.00	3,005,531.89	637.98
PMA	3264701			6,517,570.73	1,422.10	290,000.00	6,228,992.83	1,422.10
TOTALS				42,534,049.42	2,500,627.33	3,313,665.32	41,721,011.43	6,209.06

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CITY OF JOHNSTON
 YEAR TO DATE TREASURERS REPORT
 AS OF: JANUARY 31ST, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
GENERAL									
010-GENERAL FUND	4,713,991.62	6,376,901.69	96,296.40	0.00	0.00	5,899,579.78	(122,045.55)	195,581.75	4,777,389.83
011-HOTEL-MOTEL TAX	93,120.84	180,451.32	0.00	0.00	0.00	95,936.90	(49,675.26)	0.00	127,960.00
012-COUNCIL RESERVE	275.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275.55
014-EMPLOYEE WORK CLOTHING	4,012.04	0.15	0.00	0.00	0.00	0.00	(1,449.08)	0.00	2,563.11
020-ASSESSMENT RESERVE	118,009.51	6.80	0.00	0.00	0.00	0.00	0.00	0.00	118,016.31
030-PROJECT DEVELOPMENT	66,546.65	3.85	0.00	0.00	0.00	0.00	0.00	0.00	66,550.50
040-EQUIP REPLACEMENT RESERVE	619,385.43	35.82	0.00	0.00	321,325.69	266,009.50	(36,832.30)	0.00	637,905.14
TOTAL GENERAL	5,615,341.64	6,557,399.63	96,296.40	0.00	321,325.69	6,261,526.18	(210,002.19)	195,581.75	5,730,660.44
SPECIAL REVENUE									
125-T.I.F. #1 EAST CENTRAL	1,123,894.86	467,455.09	0.00	0.00	0.00	271,904.63	(3,141.00)	343,583.45	972,720.87
126-T.I.F. #2 BEAVER CRK WEST	1,483,237.63	86.91	0.00	0.00	0.00	758.00	0.00	9,333.38	1,473,233.16
127-T.I.F. #3 NW 62ND AVE	814,299.51	1,394,565.56	0.00	0.00	0.00	480,450.60	0.00	684,366.76	1,044,047.71
128-T.I.F. #4 WINDSOR OFF PK	545,618.32	24,263.92	0.00	0.00	0.00	0.00	0.00	11,599.63	558,282.61
129-T.I.F. #5 NW 100TH AVE	598,700.06	289,145.37	0.00	0.00	0.00	30,345.50	0.00	20,416.69	837,083.24
130-T.I.F. #6 WEST CENTRAL	2,375.41	0.02	0.00	0.00	0.00	13,837.72	(3,122.50)	0.00	(14,584.79)
SUB-TOTAL T.I.F.	4,568,125.79	2,175,516.87	0.00	0.00	0.00	797,296.45	(6,263.50)	1,069,299.91	4,870,782.80
140-ROAD USE TAX	688,816.47	1,318,152.29	0.00	0.00	0.00	916,899.79	(44,251.60)	125,743.94	920,073.43
167-POLICE TRUST - STATE	50,696.90	4,165.27	0.00	0.00	0.00	11,552.75	(500.00)	0.00	42,809.42
168-ODCP DRUG TRAINING GRANT	2,294.24	0.07	0.00	0.00	0.00	0.00	0.00	0.00	2,294.31
169-POLICE TRUST-FEDERAL	895.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	895.36
170-SENIOR CITIZENS	3,677.51	107.42	0.00	0.00	0.00	2,546.66	0.00	0.00	1,238.27
171-LIBRARY TRUST	50,298.46	12,326.15	0.00	0.00	0.00	0.00	0.00	0.00	62,624.61
172-TREES	41,317.55	8,617.37	0.00	0.00	0.00	3,059.70	0.00	0.00	46,875.22
181-EAST PARK DISTRICT	4,001.98	0.21	0.00	0.00	0.00	0.00	0.00	0.00	4,002.19
183-NORTHRIDGE PARK DISTRICT	94,490.38	5.52	0.00	0.00	0.00	0.00	0.00	0.00	94,495.90
184-NORTH PARK DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
185-NORTHWEST PARK DISTRICT	15,508.34	0.88	0.00	0.00	0.00	0.00	0.00	0.00	15,509.22
186-SOUTHWEST PARK DISTRICT	47,715.36	2.69	0.00	0.00	0.00	0.00	0.00	0.00	47,718.05
SUB-TOTAL	999,712.55	1,343,377.87	0.00	0.00	0.00	934,058.90	(44,751.60)	125,743.94	1,238,535.98
TOTAL SPECIAL REVENUE	5,567,838.34	3,518,894.74	0.00	0.00	0.00	1,731,355.35	(51,015.10)	1,195,043.85	6,109,318.78
DEBT SERVICE									
201-2016A \$1,020,000/\$8,095M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
206-2006C \$2.495M OF \$3.625M	11,483.63	0.63	0.00	0.00	0.00	0.00	0.00	0.00	11,484.26
207-2011B \$1,850,000	2,176.12	2.89	0.00	0.00	130,083.38	21,606.25	0.00	0.00	110,656.14
208-2012A \$955,000/\$9.19M	31,438.57	2.45	0.00	0.00	32,666.69	8,363.69	0.00	0.00	55,744.02
209-2013B \$4,385,000/\$18,095M	8,317.81	4.01	0.00	0.00	180,833.38	68,956.63	0.00	0.00	120,198.57
SUB-TOTAL T.I.F. #1	53,416.13	9.98	0.00	0.00	343,583.45	98,926.57	0.00	0.00	298,082.99

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CITY OF JOHNSTON
 YEAR TO DATE TREASURERS REPORT
 AS OF: JANUARY 31ST, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
212-2000A \$450,000 OF \$9.155	995.40	0.07	0.00	0.00	0.00	0.00	0.00	0.00	995.47
213-2001A \$1.560M/\$9.155M	1,295.31	0.27	0.00	0.00	9,333.38	239.00	0.00	0.00	10,389.96
SUB-TOTAL T.I.F. #2	2,290.71	0.34	0.00	0.00	9,333.38	239.00	0.00	0.00	11,385.43
221-1999B \$950,000 OF \$2.250	823.72	0.07	0.00	0.00	0.00	0.00	0.00	0.00	823.79
222-200A \$1.560M/\$9.155M	106.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.40
223-2001A \$870,000/\$3.360M	957.11	1.14	0.00	0.00	49,262.50	1,183.50	0.00	0.00	49,037.25
224-2001C \$935,000/\$2.060M	509.41	1.14	0.00	0.00	51,479.19	1,248.50	0.00	0.00	50,741.24
225-2002B \$1,620M/\$4.655M	3,058.51	2.05	0.00	0.00	84,291.69	3,945.50	0.00	0.00	83,406.75
226-2011C \$4,045,000/\$8.57M	786.60	3.40	0.00	0.00	165,666.69	49,230.55	0.00	0.00	117,226.14
227-2013B \$1,065,000/\$18,095M	3,636.73	1.09	0.00	0.00	44,916.69	16,814.50	0.00	0.00	31,740.01
228-2015A \$2,385,000/\$21,620M	0.00	6.13	0.00	0.00	288,750.00	51,640.14	0.00	0.00	237,115.99
SUB-TOTAL T.I.F. #3	9,878.48	15.02	0.00	0.00	684,366.76	124,062.69	0.00	0.00	570,197.57
241-2012A \$755,000/\$9.19M	26,094.99	1.92	0.00	0.00	20,416.69	6,143.87	0.00	0.00	40,369.73
SUB-TOTAL T.I.F. #5	26,094.99	1.92	0.00	0.00	20,416.69	6,143.87	0.00	0.00	40,369.73
TOTAL T.I.F. DEBT	91,680.31	27.26	0.00	0.00	1,057,700.28	229,372.13	0.00	0.00	920,035.72
251-1992/2003B \$265,000	64.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.84
258-1998C \$1,070,000	907.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	907.73
259-1999A \$1,785M	548.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	548.15
260-1999B \$1.3M/ \$2.250M	0.00	317.48	0.00	0.00	0.00	0.00	0.00	0.00	317.48
261-2000A \$7.145M/ \$9,155M	1.13	2,859.29	0.00	0.00	0.00	0.00	0.00	0.00	2,860.42
262-2001A \$2.290/\$3.360M	29.40	115,511.47	0.00	0.00	0.00	3,080.00	0.00	0.00	112,460.87
263-2001C \$1.125/\$2.060M	3.96	54,445.10	0.00	0.00	0.00	1,499.00	0.00	0.00	52,950.06
264-2002B \$3.035M/ \$4.655M	3,591.07	141,364.80	0.00	0.00	0.00	7,392.00	0.00	0.00	137,563.87
265-2004A \$4,145,000	52,039.38	2.89	0.00	0.00	0.00	0.00	0.00	0.00	52,042.27
266-2005B \$8,955,000	47,258.92	388,531.01	0.00	0.00	18,110.19	72,935.00	0.00	0.00	380,965.12
267-2005C \$900,000	6,267.86	1.32	0.00	0.00	46,666.76	8,389.90	0.00	0.00	44,546.04
268-2006B \$6,210,000	52,518.16	255,601.66	0.00	0.00	26,523.63	56,047.25	0.00	0.00	278,596.20
269-2006C \$1.130M \$3.625M	1,158.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,158.64
270-2007B	82.32	234,395.82	0.00	0.00	0.00	59,603.13	0.00	0.00	174,875.01
271-2008A \$3,195,000	21,049.03	102,270.14	0.00	0.00	56,284.13	36,524.00	0.00	0.00	143,079.30
272-2010B \$970,000	45.75	45,501.12	0.00	0.00	0.00	11,068.75	0.00	0.00	34,478.12
273-2011C \$4,525,000/\$8.57M	2,015.34	164,366.69	0.00	0.00	0.00	54,999.45	0.00	0.00	111,382.58
274-2012A \$7.48M/\$9,190,000	1,667.34	186,331.60	0.00	0.00	83,704.88	66,895.57	0.00	0.00	204,808.25
275-2013B \$12,645M/\$18,095M	346.42	365,286.44	0.00	0.00	184,517.13	197,957.00	0.00	0.00	352,192.99
276-2014A \$7,800,000M	47,692.12	269,367.73	0.00	0.00	81,368.07	111,125.00	0.00	0.00	287,302.92
277-2015A \$18,845M/\$21,620M	0.00	307,528.96	0.00	0.00	104,348.51	368,379.03	0.00	0.00	43,498.44
278-2016A \$7,695M OF \$8,521M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL T.I.F.	237,287.56	2,633,683.52	0.00	0.00	601,523.30	1,055,895.08	0.00	0.00	2,416,599.30
TOTAL DEBT SERVICE	328,967.87	2,633,710.78	0.00	0.00	1,659,223.58	1,285,267.21	0.00	0.00	3,336,635.02

CITY OF JOHNSTON
 YEAR TO DATE TREASURERS REPORT
 AS OF: JANUARY 31ST, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
CAPITAL PROJECTS									
313-SIDEWALK CONSTRUCTION	21,635.25	1.09	0.00	0.00	0.00	0.00	293.00	0.00	21,343.34
314-CROWN POINT IMPROVEMENTS	1,061.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,061.12
315-NW 62ND& 103RD INT-NCL	440,395.97	1,119.20	0.00	0.00	0.00	123,159.31	75,613.13	0.00	242,742.73
316-NW 64th & 63rd PL & MHR	290,984.01	10.78	0.00	0.00	0.00	375,350.84	2,438.00	0.00	86,794.05
317-AUGUSTINE TRAIL	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.11
318-PARK & TRAIL IMPROVEMENT	235,749.62	98,541.41	0.00	0.00	0.00	25,929.05	0.00	0.00	308,361.98
325-FIBER OPTIC PROJECT	442,589.85	28,078.01	0.00	0.00	0.00	75,159.68	1,911.00	0.00	393,597.18
333-NW 62ND-NW 86TH TO PPKWY	262,829.25	15.16	0.00	0.00	0.00	0.00	0.00	0.00	262,844.41
334-MERLE HAY EAST IMPROVEMEN	3,453,379.33	258,216.25	0.00	0.00	0.00	2,455,869.29	140,150.06	0.00	1,115,576.23
335-SIGNALIZATION PROJECTS	151,063.32	10,238.15	0.00	0.00	0.00	12,063.77	11,052.19	0.00	138,185.51
338-JOINT PUBLIC SAFETY BLDG	735,682.27	11,233.46	0.00	0.00	0.00	346,256.89	35,593.69	0.00	365,065.15
339-SATELLITE FIRE STATION	381.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.61
340-TERRA LAKE	2,338,453.17	107,781.72	0.00	0.00	0.00	88,065.00	71,888.96	0.00	2,286,280.93
341-LEW CLARKSON IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
342-2012 STORM DRAINAGE IMP	781,687.32	1,822.40	0.00	0.00	0.00	257,656.31	227,476.37	0.00	298,377.04
343-BEAVER DR.TRAIL	443,939.93	1,042.04	0.00	0.00	0.00	49,617.10	185.50	0.00	395,179.37
344-NW BEAVER DR/JOHNSTON DR	344,283.34	167.20	0.00	0.00	0.00	98,740.25	334,920.63	0.00	89,210.34
345-54th AVENUE IMPROVEMENTS	2,268.26	0.14	0.00	0.00	0.00	45,178.79	0.00	0.00	42,910.39
346-70TH AVE IMP (86TH-107TH)	8,546,690.09	12,213.40	0.00	0.00	0.00	252,619.66	181,165.52	0.00	8,125,118.31
347-13-14 STORM WATER IMPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
348-MERLE HAY & NW 62ND INTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
349-NW 100TH (NW62NDtoNW 70TH	4,167,377.43	427,994.19	0.00	0.00	0.00	1,341,864.51	124,014.32	0.00	3,129,492.79
350-2014 WETLAND MITIGATION	60,733.43	177.89	0.00	0.00	0.00	986.40	0.00	0.00	59,924.92
355-CAPITAL IMPR. RESERVE	80,901.60	4.65	0.00	0.00	0.00	0.00	0.00	0.00	80,906.25
TOTAL CAPITAL PROJECTS	22,802,086.28	958,657.14	0.00	0.00	0.00	5,548,516.85	(1,206,702.37)	0.00	17,005,524.20
ENTERPRISE									
601-WATER O/M	1,345,479.37	2,660,203.22	(60,987.09)	0.00	0.00	2,009,614.11	(256,938.34)	434,172.83	1,365,944.40
602-1997A, 2011A WTR SINKING	533,928.75	37.80	0.00	0.00	320,833.38	54,320.00	0.00	0.00	800,479.93
603-1997A, 2001B BOND RESERVE	210,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210,950.00
604-1997A, 2001B IMPROVEMENT	163,280.51	9.55	0.00	0.00	0.00	0.00	0.00	0.00	163,290.06
605-NW AREA WATER IMPROVEMENT	20,366.36	0.92	0.00	0.00	0.00	0.00	0.00	0.00	20,367.28
607-SAYLORVILLE WATER CONNECT	1,633,083.87	4,424.66	0.00	0.00	0.00	727,338.10	(89,678.04)	0.00	820,492.39
608-NW BEAVER DR BOOSTER STA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
609-WATER EQUIPMENT REPLACEME	77,560.95	3.52	0.00	0.00	8,500.94	52,000.43	(82.30)	0.00	33,982.68
625-CUSTOMER DEPOSITS	9,620.00	3,840.00	0.00	0.00	0.00	3,420.00	0.00	0.00	10,040.00
SUB-TOTAL WATER ENTERPRISE	3,994,269.81	2,668,519.67	(60,987.09)	0.00	329,334.32	2,846,692.64	(346,698.68)	434,172.83	3,425,546.74
631-SEWER O/M	2,512,947.14	1,691,584.61	21,297.04	0.00	0.00	1,062,312.55	(124,375.01)	387,428.65	2,609,118.50
632-03A, 05A, 06A BOND SINKIN	386,514.29	27.33	0.00	0.00	236,582.57	44,357.50	0.00	0.00	578,766.69
633-03A,05A,06A RESERVE	563,535.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	563,535.12
634-03A,05A,06A IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
635-SEWER ASSESSMENT RESERVE	0.00	104,461.00	0.00	0.00	0.00	0.00	0.00	0.00	104,461.00
638-NW AREA SANITARY DISTRICT	365,697.61	49,574.34	0.00	0.00	0.00	3,341.01	(3,734.48)	94,577.70	313,618.76
639-SEWER EQUIPMENT REPLACEME	48,653.23	1.99	0.00	0.00	15,328.88	52,000.43	(82.30)	0.00	11,901.37
SUB-TOTAL WASTEWATER ENTERPRISE	3,877,347.39	1,845,649.27	21,297.04	0.00	251,911.45	1,162,011.49	(128,191.79)	482,006.35	4,181,401.44

CITY OF JOHNSTON
YEAR TO DATE TREASURERS REPORT
AS OF: JANUARY 31ST, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
671-STORM WATER O&M	861,665.23	411,828.54	8,999.42	0.00	0.00	18,889.50 (1,047.00)	254,990.26	989,567.59
672-2016A STORM WATER SINKING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
675-STORM WATER IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL STORM WATER ENTERPRISE	861,665.23	411,828.54	8,999.42	0.00	0.00	18,889.50 (1,047.00)	254,990.26	989,567.59
TOTAL ENTERPRISE	8,733,282.43	4,925,997.48 (30,690.63)	0.00	581,245.77	4,027,593.63 (475,937.47)	1,171,169.44	8,596,515.77
TOTAL BUDGETED FUNDS	43,047,516.56	18,594,659.77	65,605.77	0.00	2,561,795.04	18,854,259.22 (1,943,657.13)	2,561,795.04	40,778,654.21
NON-PROGRAM, INTERNAL SERVICES									
950-HEALTH DEDUCTIBLE CLAIMS	613,914.61	766,717.35	0.00	0.00	0.00	709,243.73	0.00	0.00	671,388.23
953-EMPLOYEE FLEX SPENDING	2,099.99	542.41	0.00	0.00	0.00	0.00	0.00	0.00	2,642.40
TOTAL INTERNAL SERVICES	616,014.60	767,259.76	0.00	0.00	0.00	709,243.73	0.00	0.00	674,030.63
TOTAL BANK	43,663,531.16	19,361,919.53	65,605.77	0.00	2,561,795.04	19,563,502.95 (1,943,657.13)	2,561,795.04	41,452,684.84

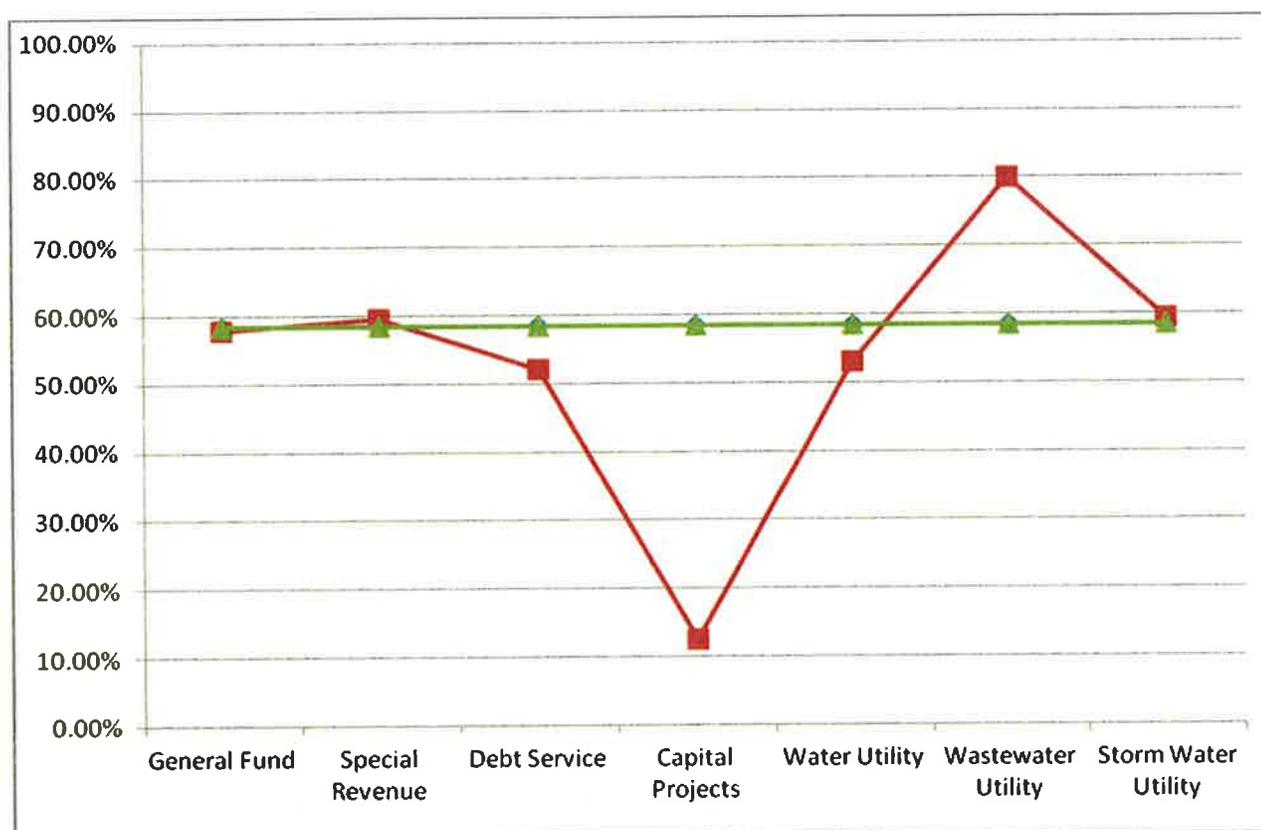
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Monthly Report Summarization

January 31, 2016

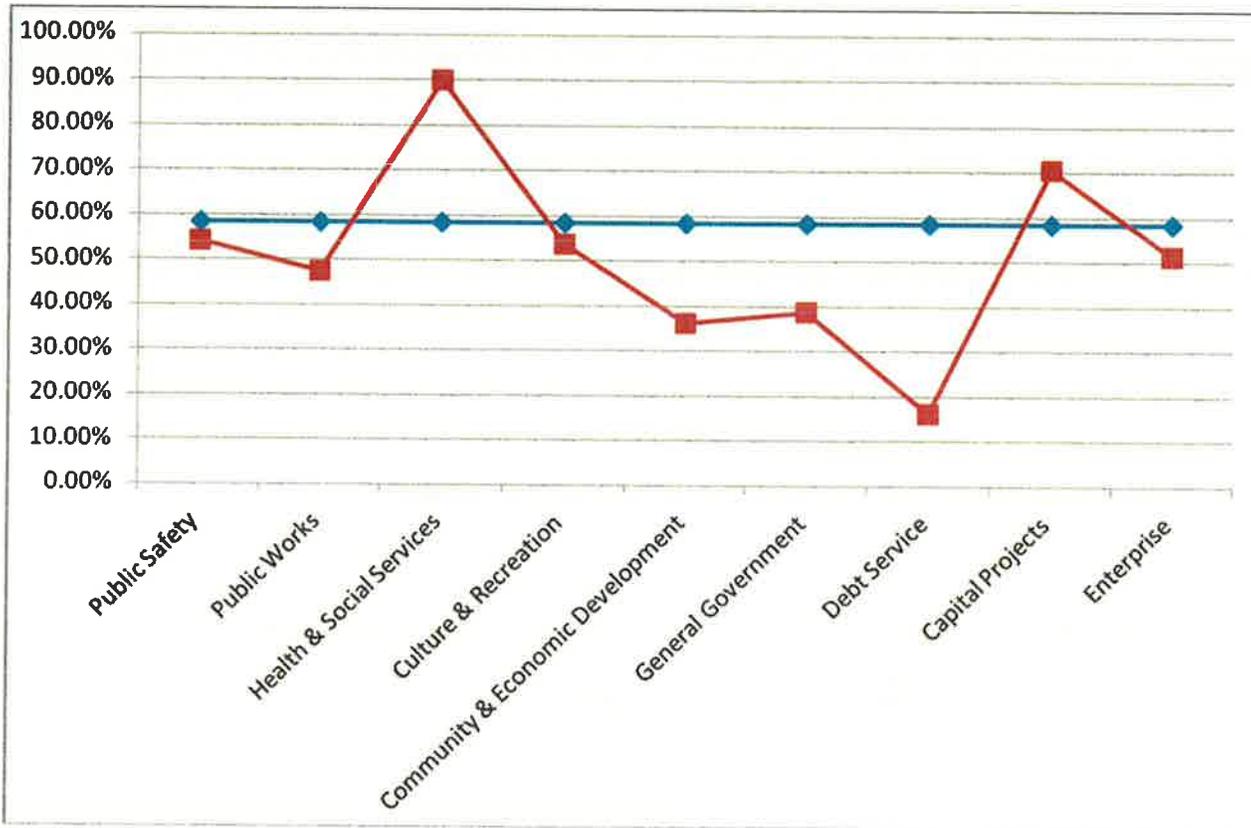
This report provides a summarization of the budget status after the seventh month of the 2015-2016 fiscal year. At the end of January we are 58.33% through the budget year. The red line indicates the percentage where the budget area is and blue/green line is the percentage of the budget year. Provided are bullet points for any particular area falling approximately 10% below or above the percentage of the budget year.

Revenues: The following chart demonstrates the condition of our budgeted revenues as of January 31, 2016:



- Capital project bond proceeds were budgeted but will not be issued in FY16. This will be adjusted when budget amendments are completed.
- Wastewater Utility revenues slightly above budget due to sewer connection revenue.

Expenditures: The following chart demonstrates the condition of our budgeted expenditures as of January 31, 2016:



- Health and Social Services program area includes Mosquito spraying which began in July and is typically spent in the first half of the fiscal year. This will have to be included in the budget amendments.
- Community and Economic development expenses include Tax Increment Financing rebates. Payments occur in December and June, depending upon the language in the development agreement.
- General Government expenses include the Tort Liability payments which will not occur until April.
- First half Debt Service interest payments were in December and principal and second half interest payments are made in June. Therefore, this area never runs with the average budgeted expenditures.

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>010-GENERAL FUND</u>									
TOTAL REVENUE	11,712,537.00	6,344,092.80	11,114,320.00	184,584.86	6,376,901.69	0.00	0.00	4,737,418.31	57.38
TOTAL EXPENDITURES	13,138,188.00	6,975,508.50	11,825,000.00	912,993.08	6,095,161.53	0.00	95,880.16	5,633,958.31	51.54
REVENUES OVER/(UNDER) EXPENDITURES	(1,425,651.00)	(631,415.70)	(710,680.00)	(728,408.22)	281,740.16	0.00	(95,880.16)	(896,540.00)	39.64-
<u>011-HOTEL-MOTEL TAX</u>									
TOTAL REVENUE	185,000.00	93,392.70	245,000.00	1.04	180,451.32	0.00	0.00	64,548.68	73.65
TOTAL EXPENDITURES	220,714.00	160,410.30	265,000.00	0.00	95,936.90	0.00	0.00	169,063.10	36.20
REVENUES OVER/(UNDER) EXPENDITURES	(35,714.00)	(67,017.60)	(20,000.00)	1.04	84,514.42	0.00	0.00	(104,514.42)	422.57-
<u>012-COUNCIL RESERVE</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>014-EMPLOYEE WORK CLOTHING</u>									
TOTAL REVENUE	2,000.00	2,000.16	2,000.00	0.02	0.15	0.00	0.00	1,999.85	0.01
TOTAL EXPENDITURES	2,000.00	1,580.80	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	419.36	0.00	0.02	0.15	0.00	0.00	(0.15)	0.00
<u>020-ASSESSMENT RESERVE</u>									
TOTAL REVENUE	0.00	192.54	0.00	1.00	6.80	0.00	0.00	(6.80)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	192.54	0.00	1.00	6.80	0.00	0.00	(6.80)	0.00
<u>030-PROJECT DEVELOPMENT</u>									
TOTAL REVENUE	0.00	35.54	0.00	0.57	3.85	0.00	0.00	(3.85)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	35.54	0.00	0.57	3.85	0.00	0.00	(3.85)	0.00
<u>040-EQUIP REPLACEMENT RESERVE</u>									
TOTAL REVENUE	649,587.00	379,587.23	550,844.00	45,908.77	321,361.51	0.00	0.00	229,482.49	58.34
TOTAL EXPENDITURES	836,710.00	164,779.62	581,950.00	0.00	266,009.50	0.00	190,140.61	125,799.89	45.71
REVENUES OVER/(UNDER) EXPENDITURES	(187,123.00)	214,807.61	(31,106.00)	45,908.77	55,352.01	0.00	(190,140.61)	103,682.60	177.95-
<u>125-T.I.F. #1 EAST CENTRAL</u>									
TOTAL REVENUE	1,735,333.00	429,694.17	889,436.00	485.47	467,455.09	0.00	0.00	421,980.91	52.56
TOTAL EXPENDITURES	709,300.00	404,545.06	903,074.00	49,083.35	615,488.08	0.00	0.00	287,585.92	68.15
REVENUES OVER/(UNDER) EXPENDITURES	1,026,033.00	25,149.11	(13,638.00)	(48,597.88)	(148,032.99)	0.00	0.00	134,394.99	1,085.45
<u>126-T.I.F. #2 BEAVER CRK WEST</u>									
TOTAL REVENUE	2,500.00	2,397.61	0.00	12.77	86.91	0.00	0.00	(86.91)	0.00
TOTAL EXPENDITURES	121,870.00	86,330.31	559,243.00	2,091.34	10,091.38	0.00	0.00	549,151.62	1.80
REVENUES OVER/(UNDER) EXPENDITURES	(119,370.00)	(83,932.70)	(559,243.00)	(2,078.57)	(10,004.47)	0.00	0.00	(549,238.53)	1.79

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>127-T.I.F. #3 NW 62ND AVE</u>									
TOTAL REVENUE	2,638,518.00	1,333,478.43	2,745,338.00	1,889.07	1,394,565.56	0.00	0.00	1,350,772.44	50.80
TOTAL EXPENDITURES	<u>2,784,419.00</u>	<u>1,079,015.78</u>	<u>3,253,070.00</u>	<u>97,766.68</u>	<u>1,164,817.36</u>	<u>0.00</u>	<u>0.00</u>	<u>2,088,252.64</u>	<u>35.81</u>
REVENUES OVER/(UNDER) EXPENDITURES	(145,901.00)	254,462.65	(507,732.00)	(95,877.61)	229,748.20	0.00	0.00	(737,480.20)	45.25-
<u>128-T.I.F. #4 WINDSOR OFF PK</u>									
TOTAL REVENUE	59,369.00	29,633.01	40,505.00	5,613.00	24,263.92	0.00	0.00	16,241.08	59.90
TOTAL EXPENDITURES	<u>91,326.00</u>	<u>12,071.56</u>	<u>118,677.00</u>	<u>1,657.09</u>	<u>11,599.63</u>	<u>0.00</u>	<u>0.00</u>	<u>107,077.37</u>	<u>9.77</u>
REVENUES OVER/(UNDER) EXPENDITURES	(31,957.00)	17,561.45	(78,172.00)	3,955.91	12,664.29	0.00	0.00	(90,836.29)	16.20-
<u>129-T.I.F. #5 NW 100TH AVE</u>									
TOTAL REVENUE	244,047.00	138,844.06	540,725.00	6.63	289,145.37	0.00	0.00	251,579.63	53.47
TOTAL EXPENDITURES	<u>109,788.00</u>	<u>57,838.19</u>	<u>101,478.00</u>	<u>2,999.17</u>	<u>50,762.19</u>	<u>0.00</u>	<u>0.00</u>	<u>50,715.81</u>	<u>50.02</u>
REVENUES OVER/(UNDER) EXPENDITURES	134,259.00	81,005.87	439,247.00	(2,992.54)	238,383.18	0.00	0.00	200,863.82	54.27
<u>130-T.I.F. #6 WEST CENTRAL</u>									
TOTAL REVENUE	0.00	0.18	0.00	0.00	0.02	0.00	0.00	(0.02)	0.00
TOTAL EXPENDITURES	<u>3,017.00</u>	<u>17.00</u>	<u>0.00</u>	<u>3,690.00</u>	<u>13,837.72</u>	<u>0.00</u>	<u>0.00</u>	<u>(13,837.72)</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(3,017.00)	(16.82)	0.00	(3,690.00)	(13,837.70)	0.00	0.00	13,837.70	0.00
<u>140-ROAD USE TAX</u>									
TOTAL REVENUE	1,635,632.00	958,255.18	1,650,000.00	155,385.24	1,318,152.29	0.00	0.00	331,847.71	79.89
TOTAL EXPENDITURES	<u>2,387,184.00</u>	<u>966,187.01</u>	<u>1,748,388.00</u>	<u>130,806.40</u>	<u>1,042,643.73</u>	<u>0.00</u>	<u>60,067.14</u>	<u>645,677.13</u>	<u>59.63</u>
REVENUES OVER/(UNDER) EXPENDITURES	(751,552.00)	(7,931.83)	(98,388.00)	24,578.84	275,508.56	0.00	(60,067.14)	(313,829.42)	280.02-
<u>167-POLICE TRUST - STATE</u>									
TOTAL REVENUE	10,000.00	25.58	10,000.00	0.37	4,165.27	0.00	0.00	5,834.73	41.65
TOTAL EXPENDITURES	<u>32,886.00</u>	<u>6,941.67</u>	<u>21,500.00</u>	<u>552.75</u>	<u>11,552.75</u>	<u>0.00</u>	<u>3,012.00</u>	<u>6,935.25</u>	<u>53.73</u>
REVENUES OVER/(UNDER) EXPENDITURES	(22,886.00)	(6,916.09)	(11,500.00)	(552.38)	(7,387.48)	0.00	(3,012.00)	(1,100.52)	64.24
<u>168-ODCP DRUG TRAINING GRANT</u>									
TOTAL REVENUE	0.00	0.07	0.00	0.01	0.07	0.00	0.00	(0.07)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.07	0.00	0.01	0.07	0.00	0.00	(0.07)	0.00
<u>169-POLICE TRUST-FEDERAL</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>170-SENIOR CITIZENS</u>									
TOTAL REVENUE	4,900.00	4,900.18	5,300.00	0.01	107.42	0.00	0.00	5,192.58	2.03
TOTAL EXPENDITURES	<u>7,000.00</u>	<u>1,772.70</u>	<u>5,300.00</u>	<u>175.94</u>	<u>2,546.66</u>	<u>0.00</u>	<u>0.00</u>	<u>2,753.34</u>	<u>48.05</u>
REVENUES OVER/(UNDER) EXPENDITURES	(2,100.00)	3,127.48	0.00	(175.93)	(2,439.24)	0.00	0.00	2,439.24	0.00

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>171-LIBRARY TRUST</u>									
TOTAL REVENUE	24,000.00	12,348.79	24,000.00	0.53	12,326.15	0.00	0.00	11,673.85	51.36
TOTAL EXPENDITURES	24,000.00	24,000.00	28,000.00	0.00	0.00	0.00	0.00	28,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(11,651.21)	(4,000.00)	0.53	12,326.15	0.00	0.00	(16,326.15)	308.15-
<u>172-TREES</u>									
TOTAL REVENUE	38,000.00	31,042.55	34,000.00	2,000.39	8,617.37	0.00	0.00	25,382.63	25.35
TOTAL EXPENDITURES	33,300.00	9,905.39	33,300.00	131.10	3,059.70	0.00	11,389.00	18,851.30	9.19
REVENUES OVER/(UNDER) EXPENDITURES	4,700.00	21,137.16	700.00	1,869.29	5,557.67	0.00	(11,389.00)	6,531.33	793.95
<u>181-EAST PARK DISTRICT</u>									
TOTAL REVENUE	0.00	0.20	0.00	0.03	0.21	0.00	0.00	(0.21)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.20	0.00	0.03	0.21	0.00	0.00	(0.21)	0.00
<u>183-NORTHRIDGE PARK DISTRICT</u>									
TOTAL REVENUE	0.00	5.21	0.00	0.81	5.52	0.00	0.00	(5.52)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5.21	0.00	0.81	5.52	0.00	0.00	(5.52)	0.00
<u>184-NORTH PARK DISTRICT</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>185-NORTHWEST PARK DISTRICT</u>									
TOTAL REVENUE	0.00	0.84	0.00	0.13	0.88	0.00	0.00	(0.88)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.84	0.00	0.13	0.88	0.00	0.00	(0.88)	0.00
<u>186-SOUTHWEST PARK DISTRICT</u>									
TOTAL REVENUE	0.00	2.54	0.00	0.40	2.69	0.00	0.00	(2.69)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2.54	0.00	0.40	2.69	0.00	0.00	(2.69)	0.00
<u>201-2016A \$1,020,000/\$8,095M</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>206-2006C \$2.495M OF \$3.625M</u>									
TOTAL REVENUE	0.00	0.59	0.00	0.09	0.63	0.00	0.00	(0.63)	0.00
TOTAL EXPENDITURES	0.00	0.00	10,935.00	0.00	0.00	0.00	0.00	10,935.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.59	(10,935.00)	0.09	0.63	0.00	0.00	(10,935.63)	0.01-

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>207-2011B \$1,850,000</u>									
TOTAL REVENUE	223,000.00	130,086.41	223,000.00	18,584.13	130,086.27	0.00	0.00	92,913.73	58.33
TOTAL EXPENDITURES	222,150.00	23,575.00	223,213.00	0.00	21,606.25	0.00	0.00	201,606.75	9.68
REVENUES OVER/(UNDER) EXPENDITURES	850.00	106,511.41	(213.00)	18,584.13	108,480.02	0.00	0.00	(108,693.02)	929.59-
<u>208-2012A \$955,000/\$9.19M</u>									
TOTAL REVENUE	56,000.00	32,669.15	56,000.00	4,667.09	32,669.14	0.00	0.00	23,330.86	58.34
TOTAL EXPENDITURES	57,228.00	8,592.04	56,728.00	0.00	8,363.69	0.00	0.00	48,364.31	14.74
REVENUES OVER/(UNDER) EXPENDITURES	(1,228.00)	24,077.11	(728.00)	4,667.09	24,305.45	0.00	0.00	(25,033.45)	3,338.66-
<u>209-2013B \$4,385,000/\$18,095M</u>									
TOTAL REVENUE	320,000.00	186,670.87	320,935.00	25,834.15	180,837.39	0.00	0.00	140,097.61	56.35
TOTAL EXPENDITURES	316,415.00	70,707.50	312,918.00	0.00	68,956.63	0.00	0.00	243,961.37	22.04
REVENUES OVER/(UNDER) EXPENDITURES	3,585.00	115,963.37	8,017.00	25,834.15	111,880.76	0.00	0.00	(103,863.76)	1,395.54
<u>212-2000A \$450,000 OF \$9.155</u>									
TOTAL REVENUE	45,400.00	26,484.03	0.00	0.01	0.07	0.00	0.00	(0.07)	0.00
TOTAL EXPENDITURES	46,216.00	872.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(816.00)	25,612.03	0.00	0.01	0.07	0.00	0.00	(0.07)	0.00
<u>213-2001A \$1.560M/\$9.155M</u>									
TOTAL REVENUE	16,500.00	9,625.34	16,000.00	1,333.42	9,333.65	0.00	0.00	6,666.35	58.34
TOTAL EXPENDITURES	17,224.00	502.65	17,078.00	0.00	239.00	0.00	0.00	16,839.00	1.40
REVENUES OVER/(UNDER) EXPENDITURES	(724.00)	9,122.69	(1,078.00)	1,333.42	9,094.65	0.00	0.00	(10,172.65)	843.66-
<u>221-1999B \$950,000 OF \$2.250</u>									
TOTAL REVENUE	88,000.00	51,334.58	0.00	0.01	0.07	0.00	0.00	(0.07)	0.00
TOTAL EXPENDITURES	88,236.00	1,962.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(236.00)	49,372.58	0.00	0.01	0.07	0.00	0.00	(0.07)	0.00
<u>222-200A \$1.560M/\$9.155M</u>									
TOTAL REVENUE	155,500.00	90,710.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	157,150.00	3,815.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,650.00)	86,895.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>223-2001A \$870,000/\$3.360M</u>									
TOTAL REVENUE	86,000.00	50,167.94	84,450.00	7,037.83	49,263.64	0.00	0.00	35,186.36	58.33
TOTAL EXPENDITURES	85,935.00	2,178.15	85,212.00	0.00	1,183.50	0.00	0.00	84,028.50	1.39
REVENUES OVER/(UNDER) EXPENDITURES	65.00	47,989.79	(762.00)	7,037.83	48,080.14	0.00	0.00	(48,842.14)	6,309.73-
<u>224-2001C \$935,000/\$2.060M</u>									
TOTAL REVENUE	87,000.00	50,751.33	86,000.00	7,354.51	51,480.33	0.00	0.00	34,519.67	59.86
TOTAL EXPENDITURES	88,564.00	2,298.00	86,465.00	0.00	1,248.50	0.00	0.00	85,216.50	1.44
REVENUES OVER/(UNDER) EXPENDITURES	(1,564.00)	48,453.33	(465.00)	7,354.51	50,231.83	0.00	0.00	(50,696.83)	802.54-

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<u>225-2002B \$1,620M/\$4.655M</u>									
TOTAL REVENUE	143,015.00	83,418.89	144,500.00	12,042.28	84,293.74	0.00	0.00	60,206.26	58.33
TOTAL EXPENDITURES	144,892.00	5,452.73	145,357.00	0.00	3,945.50	0.00	0.00	141,411.50	2.71
REVENUES OVER/(UNDER) EXPENDITURES	(1,877.00)	77,966.16	(857.00)	12,042.28	80,348.24	0.00	0.00	(81,205.24)	9,375.52-
<u>226-2011C \$4,045,000/\$8.57M</u>									
TOTAL REVENUE	284,000.00	165,670.37	284,000.00	23,667.47	165,670.09	0.00	0.00	118,329.91	58.33
TOTAL EXPENDITURES	285,311.00	50,138.20	283,461.00	0.00	49,230.55	0.00	0.00	234,230.45	17.37
REVENUES OVER/(UNDER) EXPENDITURES	(1,311.00)	115,532.17	539.00	23,667.47	116,439.54	0.00	0.00	(115,900.54)	1,602.88
<u>227-2013B \$1,065,000/\$18,095M</u>									
TOTAL REVENUE	77,000.00	44,917.69	77,000.00	6,416.89	44,917.78	0.00	0.00	32,082.22	58.33
TOTAL EXPENDITURES	74,429.00	17,214.50	78,629.00	0.00	16,814.50	0.00	0.00	61,814.50	21.38
REVENUES OVER/(UNDER) EXPENDITURES	2,571.00	27,703.19	(1,629.00)	6,416.89	28,103.28	0.00	0.00	(29,732.28)	1,725.19-
<u>228-2015A \$2,385,000/\$21,620M</u>									
TOTAL REVENUE	0.00	0.00	495,000.00	41,251.69	288,756.13	0.00	0.00	206,243.87	58.33
TOTAL EXPENDITURES	0.00	0.00	494,530.00	0.00	51,640.14	0.00	0.00	442,889.86	10.44
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	470.00	41,251.69	237,115.99	0.00	0.00	(236,645.99)	450.21
<u>241-2012A \$755,000/\$9.19M</u>									
TOTAL REVENUE	53,000.00	30,918.77	35,000.00	2,916.98	20,418.61	0.00	0.00	14,581.39	58.34
TOTAL EXPENDITURES	52,791.00	6,429.30	52,291.00	0.00	6,143.87	0.00	0.00	46,147.13	11.75
REVENUES OVER/(UNDER) EXPENDITURES	209.00	24,489.47	(17,291.00)	2,916.98	14,274.74	0.00	0.00	(31,565.74)	82.56-
<u>251-1992/2003B \$265,000</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>258-1998C \$1,070,000</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>259-1999A \$1,785M</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>260-1999B \$1.3M/ \$2.250M</u>									
TOTAL REVENUE	121,516.00	65,939.67	0.00	0.00	317.48	0.00	0.00	(317.48)	0.00
TOTAL EXPENDITURES	121,853.00	2,888.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(337.00)	63,051.17	0.00	0.00	317.48	0.00	0.00	(317.48)	0.00

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<u>313-SIDEWALK CONSTRUCTION</u>									
TOTAL REVENUE	150,586.00	1.77	0.00	0.16	1.09	0.00	0.00	(1.09)	0.00
TOTAL EXPENDITURES	155,089.00	97,807.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(4,503.00)	(97,805.38)	0.00	0.16	1.09	0.00	0.00	(1.09)	0.00
<u>314-CROWN POINT IMPROVEMENTS</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>315-NW 62ND& 103RD INT-NCL</u>									
TOTAL REVENUE	2,796,065.00	2,795,763.75	0.00	154.99	1,119.20	0.00	0.00	(1,119.20)	0.00
TOTAL EXPENDITURES	2,195,150.00	1,457,790.77	0.00	13,553.98	123,159.31	0.00	0.00	(123,159.31)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	600,915.00	1,337,972.98	0.00	(13,398.99)	(122,040.11)	0.00	0.00	122,040.11	0.00
<u>316-NW 64th & 63rd PL & MHR</u>									
TOTAL REVENUE	311,000.00	1.39	700,000.00	0.00	10.78	0.00	0.00	699,989.22	0.00
TOTAL EXPENDITURES	309,712.00	3,819.00	700,000.00	0.00	375,350.84	0.00	0.00	324,649.16	53.62
REVENUES OVER/(UNDER) EXPENDITURES	1,288.00	(3,817.61)	0.00	0.00	(375,340.06)	0.00	0.00	375,340.06	0.00
<u>317-AUGUSTINE TRAIL</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>318-PARK & TRAIL IMPROVEMENT</u>									
TOTAL REVENUE	116,970.00	118,512.80	125,000.00	29.61	98,541.41	0.00	0.00	26,458.59	78.83
TOTAL EXPENDITURES	289,500.00	46,325.04	155,000.00	0.00	25,929.05	0.00	0.00	129,070.95	16.73
REVENUES OVER/(UNDER) EXPENDITURES	(172,530.00)	72,187.76	(30,000.00)	29.61	72,612.36	0.00	0.00	(102,612.36)	242.04
<u>325-FIBER OPTIC PROJECT</u>									
TOTAL REVENUE	838,150.00	1.06	0.00	12,274.57	28,078.01	0.00	0.00	(28,078.01)	0.00
TOTAL EXPENDITURES	838,150.00	1,903.50	0.00	43,185.63	75,159.68	0.00	0.00	(75,159.68)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,902.44)	0.00	(30,911.06)	(47,081.67)	0.00	0.00	47,081.67	0.00
<u>333-NW 62ND-NW 86TH TO PPKWY</u>									
TOTAL REVENUE	0.00	13.99	0.00	2.24	15.16	0.00	0.00	(15.16)	0.00
TOTAL EXPENDITURES	0.00	565.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(551.51)	0.00	2.24	15.16	0.00	0.00	(15.16)	0.00
<u>334-MERLE HAY EAST IMPROVEMEN</u>									
TOTAL REVENUE	4,880,161.00	1,843,993.95	3,984,847.00	290.77	258,216.25	0.00	0.00	3,726,630.75	6.48
TOTAL EXPENDITURES	3,665,350.00	831,610.96	3,984,847.00	230,097.75	2,455,869.29	0.00	0.00	1,528,977.71	61.63
REVENUES OVER/(UNDER) EXPENDITURES	1,214,811.00	1,012,382.99	0.00	(229,806.98)	(2,197,653.04)	0.00	0.00	2,197,653.04	0.00

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<u>335-SIGNALIZATION PROJECTS</u>									
TOTAL REVENUE	279,551.00	279,454.44	0.00	1.16	10,238.15	0.00	0.00	(10,238.15)	0.00
TOTAL EXPENDITURES	111,000.00	51,178.17	0.00	0.00	12,063.77	0.00	0.00	(12,063.77)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	168,551.00	228,276.27	0.00	1.16	(1,825.62)	0.00	0.00	1,825.62	0.00
<u>338-JOINT PUBLIC SAFETY BLDG</u>									
TOTAL REVENUE	238,048.00	98,475.30	0.00	9,999.08	11,233.46	0.00	0.00	(11,233.46)	0.00
TOTAL EXPENDITURES	1,396,853.00	342,448.65	0.00	51,027.15	346,256.89	0.00	0.00	(346,256.89)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,158,805.00)	(243,973.35)	0.00	(41,028.07)	(335,023.43)	0.00	0.00	335,023.43	0.00
<u>339-SATELLITE FIRE STATION</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,100.00	1,073.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,100.00)	(1,073.89)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>340-TERRA LAKE</u>									
TOTAL REVENUE	2,631,089.00	1,802.87	400,000.00	1,861.48	107,781.72	0.00	0.00	292,218.28	26.95
TOTAL EXPENDITURES	4,160,250.00	1,831,319.32	0.00	33,550.00	88,065.00	0.00	0.00	(88,065.00)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,529,161.00)	(1,829,516.45)	400,000.00	(31,688.52)	19,716.72	0.00	0.00	380,283.28	4.93
<u>341-LEW CLARKSON IMPROVEMENTS</u>									
TOTAL REVENUE	0.00	8.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	150,586.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(150,586.00)	8.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>342-2012 STORM DRAINAGE IMP</u>									
TOTAL REVENUE	442,200.00	7,017.94	0.00	156.29	1,822.40	0.00	0.00	(1,822.40)	0.00
TOTAL EXPENDITURES	3,143,126.00	1,898,268.97	435,000.00	65,000.68	257,656.31	0.00	0.00	177,343.69	59.23
REVENUES OVER/(UNDER) EXPENDITURES	(2,700,926.00)	(1,891,251.03)	(435,000.00)	(64,844.39)	(255,833.91)	0.00	0.00	(179,166.09)	58.81
<u>343-BEAVER DR. TRAIL</u>									
TOTAL REVENUE	1,582,900.00	827,746.19	700,000.00	136.00	1,042.04	0.00	0.00	698,957.96	0.15
TOTAL EXPENDITURES	1,612,520.00	968,539.88	700,000.00	19,286.10	49,617.10	0.00	0.00	650,382.90	7.09
REVENUES OVER/(UNDER) EXPENDITURES	(29,620.00)	(140,793.69)	0.00	(19,150.10)	(48,575.06)	0.00	0.00	48,575.06	0.00
<u>344-NW BEAVER DR/JOHNSTON DR</u>									
TOTAL REVENUE	7,200.00	6,718.67	0.00	0.00	167.20	0.00	0.00	(167.20)	0.00
TOTAL EXPENDITURES	2,237,500.00	2,214,756.16	0.00	78,083.50	98,740.25	0.00	0.00	(98,740.25)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,230,300.00)	(2,208,037.49)	0.00	(78,083.50)	(98,573.05)	0.00	0.00	98,573.05	0.00
<u>345-54th AVENUE IMPROVEMENTS</u>									
TOTAL REVENUE	0.00	0.13	400,000.00	0.02	0.14	0.00	0.00	399,999.86	0.00
TOTAL EXPENDITURES	0.00	0.00	400,000.00	3,364.16	45,178.79	0.00	0.00	354,821.21	11.29
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.13	0.00	(3,364.14)	(45,178.65)	0.00	0.00	45,178.65	0.00

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635-SEWER ASSESSMENT RESERVE									
TOTAL REVENUE	200,200.00	114,365.61	0.00	928.00	104,461.00	0.00	0.00	(104,461.00)	0.00
TOTAL EXPENDITURES	<u>290,000.00</u>	<u>169,166.69</u>	<u>290,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>290,000.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(89,800.00)	(54,801.08)	(290,000.00)	928.00	104,461.00	0.00	0.00	(394,461.00)	36.02-
638-NW AREA SANITARY DISTRICT									
TOTAL REVENUE	626,058.00	124,953.30	0.00	2.79	49,574.34	0.00	0.00	(49,574.34)	0.00
TOTAL EXPENDITURES	<u>676,356.00</u>	<u>667,152.08</u>	<u>242,133.00</u>	<u>13,511.10</u>	<u>97,918.71</u>	<u>0.00</u>	<u>0.00</u>	<u>144,214.29</u>	<u>40.44</u>
REVENUES OVER/(UNDER) EXPENDITURES	(50,298.00)	(542,198.78)	(242,133.00)	(13,508.31)	(48,344.37)	0.00	0.00	(193,788.63)	19.97
639-SEWER EQUIPMENT REPLACEME									
TOTAL REVENUE	26,278.00	15,330.76	26,278.00	2,189.91	15,330.87	0.00	0.00	10,947.13	58.34
TOTAL EXPENDITURES	<u>43,800.00</u>	<u>13,591.50</u>	<u>25,000.00</u>	<u>0.00</u>	<u>52,000.43</u>	<u>0.00</u>	<u>0.00</u>	<u>(27,000.43)</u>	<u>208.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(17,522.00)	1,739.26	1,278.00	2,189.91	(36,669.56)	0.00	0.00	37,947.56	2,869.29-
671-STORM WATER O&M									
TOTAL REVENUE	638,787.00	394,801.56	694,173.00	59,052.82	411,828.54	0.00	0.00	282,344.46	59.33
TOTAL EXPENDITURES	<u>488,727.00</u>	<u>245,944.36</u>	<u>518,321.00</u>	<u>38,344.18</u>	<u>273,879.76</u>	<u>0.00</u>	<u>0.00</u>	<u>244,441.24</u>	<u>52.84</u>
REVENUES OVER/(UNDER) EXPENDITURES	150,060.00	148,857.20	175,852.00	20,708.64	137,948.78	0.00	0.00	37,903.22	78.45
672-2016A STORM WATER SINKING									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
950-HEALTH DEDUCTIBLE CLAIMS									
TOTAL REVENUE	0.00	651,166.48	0.00	99,281.75	766,717.35	0.00	0.00	(766,717.35)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>646,934.36</u>	<u>0.00</u>	<u>96,000.00</u>	<u>709,243.73</u>	<u>0.00</u>	<u>0.00</u>	<u>(709,243.73)</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,232.12	0.00	3,281.75	57,473.62	0.00	0.00	(57,473.62)	0.00
953-EMPLOYEE FLEX SPENDING									
TOTAL REVENUE	0.00	(95,522.96)	0.00	208.26	542.41	0.00	0.00	(542.41)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>(103,806.69)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	8,283.73	0.00	208.26	542.41	0.00	0.00	(542.41)	0.00
GRAND TOTAL REVENUES									
GRAND TOTAL REVENUES	65,832,804.00	27,742,236.21	42,632,636.00	1,493,891.67	21,923,714.57	0.00	0.00	20,708,921.43	51.42
GRAND TOTAL EXPENDITURES	<u>73,696,679.00</u>	<u>26,715,603.88</u>	<u>45,146,539.00</u>	<u>2,501,477.39</u>	<u>22,125,297.99</u>	<u>0.00</u>	<u>428,537.86</u>	<u>22,592,703.15</u>	<u>49.01</u>
REVENUES OVER/(UNDER) EXPENDITURES	(7,863,875.00)	1,026,632.33	(2,513,903.00)	(1,007,585.72)	(201,583.42)	0.00	(428,537.86)	(1,883,781.72)	8.02

*** END OF REPORT ***

855

SENIOR CITIZENS 2015-2016					
	January		Actual 7/01/15- 1/31/16	Budget 07/01/15- 06/30/16	<Over> Under Budget
Beginning Cash	1,414.20		3,677.51	2,380.16	-1,297.35
Revenue	0.01		107.42	0.00	-107.42
From General Fund	0.00		0.00	5,300.00	5,300.00
Expenditures	175.94		2,546.66	5,300.00	2,753.34
Ending Cash	1,238.27		1,238.27	2,380.16	1,141.89

City of Johnston
Year to Date Building Permit Report
January 2016

	This Month		LAST MONTH		THIS MONTH LAST YEAR		THIS CALENDAR YEAR		LAST CALENDAR YEAR		THIS FISCAL YEAR		LAST FISCAL YEAR	
	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION
BUILDING PERMITS														
Single Family Dwelling	1	\$ 359,000	1	\$ 474,000	2	\$ 616,000	1	\$ 359,000	2	\$ 616,000	74	\$ 22,092,000	43	\$ 15,671,000
Townhome	0	\$ -	0	\$ -	10	\$ 2,076,000	0	\$ -	10	\$ 2,076,000	9	\$ 2,117,000	25	\$ 5,454,000
Duplex	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 913,000	11	\$ 2,125,000
Multi-Family Residential	0	\$ -	1	\$ 2,937,000	0	\$ -	0	\$ -	0	\$ -	7	\$ 46,161,000	3	\$ 12,281,000
Total Residential	1	\$ 359,000	2	\$ 3,411,000	12	\$ 2,692,000	1	\$ 359,000	12	\$ 2,692,000	96	\$ 71,283,000	82	\$ 35,531,000
Commercial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 36,282,984	4	\$ 7,718,000
Industrial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Commercial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 36,282,984	4	\$ 7,718,000
Res. Garages & Accessory Bldgs.	0	\$ -	1	\$ 5,000	0	\$ -	0	\$ -	0	\$ -	23	\$ 949,520	19	\$ 259,000
Commercial Garages & Accessory Buildings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 181,000	0	\$ -
Relocation & Demolition	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ -	3	\$ -
Swimming Pools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 59,000	4	\$ 93,000
Fences	0	\$ -	2	\$ -	0	\$ -	0	\$ -	0	\$ -	31	\$ -	42	\$ -
Signs	6	\$ -	8	\$ -	4	\$ -	6	\$ -	4	\$ -	29	\$ -	22	\$ -
Government	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 69,158,000
ADDITIONS & ALTERATIONS														
Dwellings	3	\$ 114,000	4	\$ 77,000	2	\$ 44,000	3	\$ 114,000	2	\$ 44,000	58	\$ 1,041,640	57	\$ 922,000
Commercial	3	\$ 118,000	0	\$ -	2	\$ 277,000	3	\$ 118,000	2	\$ 277,000	25	\$ 6,613,600	16	\$ 3,865,600
Industrial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Other	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Grand Total	13	\$ 591,000	17	\$ 3,493,000	20	\$ 3,013,000	13	\$ 591,000	20	\$ 3,013,000	276	\$ 116,410,744	250	\$ 117,546,600

856

City of Johnston

Street Division Monthly Operations Report

Date: January 2016

Work Completed

Man Hours

Concrete Maintenance			
Full Depth Patching			
Crack \ Joint Sealing	Ongoing		124
Pothole Repair	Ongoing		132
Miscellaneous Repair	Ongoing		16
<i>Total:</i>			272
Asphalt Maintenance			
Full Depth Patching			
Crack \ Joint Sealing			
Pothole Repair	Ongoing		13.5
Miscellaneous Repair	Ongoing		2
<i>Total:</i>			15.5
Roadway Markings			
New Sign Installation			
Sign Maintenance	Ongoing		33
Roadway Painting			
Traffic Signals \ Street Lighting	Ongoing		2
<i>Total:</i>			35
Roadway and Roadside Maintenance			
Road Side Mowing			
Shoulder Maintenance			
Street Sweeping			
Brush and Trash Removal			
<i>Total:</i>			
Facility Maintenance			
Facility Maintenance City Hall	Ongoing		32
Facility Maintenance Library	Ongoing		25
Facility Maintenance Police Dept			
Facility Maintenance Fire Dept	Ongoing		3
Facility Maintenance Public Works	Ongoing		168.5
<i>Total:</i>			228.5
Storm Water Drainage			
Intake Structure Repair \ Replace			
Culvert Repair \ Replace			
Ditch \ Culvert Grading and Cleaning	NW 100th St		14
Intake Cleaning \ Debris Removal			
<i>Total:</i>			14

7-28

	Work Completed	Man Hours
Snow and Ice Control		
Equipment Prep and Maintenance	Ongoing	220
Anti Ice Control	2 Events	37.5
Snow Removal Operations	4 Events	236
Clean-up Operations	4 Events	182.5
Material Stock Pile \ Storage	Ongoing	13
<i>Total:</i>		689
Miscellaneous Service Requests		
Community Events	School Event	1
Tornado Sirens		
Banners	Holiday Banners	23
Assist other Departments		
Animal Control \ Dead Animal Disposal	10 Disposals	7.5
<i>Total:</i>		31.5
Emergency Operations		
Flooding		
High Wind Event		
<i>Total:</i>		
Fleet Maintenance		
Public Works	Ongoing	184
Police	Ongoing	23
Fire	Ongoing	15
Water \ Sewer	Ongoing	6
Community Development	Ongoing	5
<i>Total:</i>		233
Training / Safety		
Training Classes	Automotive	5
Safety Classes	Ongoing	29
<i>Total:</i>		34

Paid Time Off taken in January, 130 hours.
 Crews had 4 snow events during January. A number of events required a couple of days of clean-up. Trucks were cleaned and checked over after each event. Holiday banners and snowflakes were taken down and stored for the season. Weather permitting crews filled potholes and cracksealed. Fleet did a number of services and repairs for public works and other departments. Street light repairs on NW 62nd Ave were done along with interior building repairs by building maintenance. Safety topic was Confined Space and Lockout\Tagout.

ESB

City of Johnston

Water Department Monthly Operations Report

	Date:		Jan-16
	Work Completed	Units	ManHours
Service Orders			
<i>Total Service Orders</i>	229	<i>each</i>	125
DNR Sampling Requirements			
DNR: Disinfectant Residual	76	<i>Each</i>	38
DNR: Bacteria Sampling	20	<i>Each</i>	12
DNR: Disinfectant By-Products	0	<i>Each</i>	0
<i>Total: Samples</i>			50
Water Distribution Maintenance			
Water Infrastructure Repairs			8
Water Division Equipment Maintenance			48
<i>Total: Distribution Maintenance</i>			55
Utility Locates			
Utility Locate Requests	153	<i>Each</i>	136
GIS Mapping			6
<i>Total Utility Locates</i>			142
Grand Totals			372

025

City of Johnston

Wastewater Department Monthly Operations Report

	Date:		Jan-16
	Work Completed	Units	ManHours
Low Pressure Sewer			
Grinder Tank: Preventative Maintenance			67
Grinder Tank: Repairs	5	Each	12
Grinder Pumps Replaced	2	Each	
Grinder Tank Inspections	1	Each	1
<i>Total: Low Pressure Sewer Maintenance</i>			80
Sanitary Sewer Manholes			
Manhole: Inspections	0	each	0
Manhole: Rehab	1	each	2
Manhole: Cleaning	0	Each	0
<i>Total: Sanitary Sewer Manhole Maintenance</i>			2
Sanitary Sewer Pipeline			
Pipeline: Televising	0	Lineal Ft	0
Pipeline: Repairs	0	Lineal Ft	0
Pipeline: Cleaning	1000	Lineal Ft	2
<i>Total: Sanitary Sewer Pipeline Maintenance</i>			2
Sewer Equipment Maintenance			
<i>Total: Sewer Equipment Maintenance</i>			51
Sanitary Sewer Grand Totals			134
Training			46
Storm Sewer			0
Streets (Snow Removal)			16
Building Maintenance			19



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

February 16, 2016

<p>SUBJECT: Third and Final consideration of Ordinance 940 - Amending Chapter 165.04 (148 and 149)) and establishing Chapter 124, Massage Therapy Businesses, of the Code of Ordinances to require a business license application process for massage therapy businesses in Johnston.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS

Staff has worked with the Public Safety Committee, the City Attorney, the Iowa Department of Inspections and Appeals, the Polk County Attorney's Office, several massage business owners and an owner of a massage therapy school to create the present ordinance. Staff also consulted with the Iowa Attorney General's Office on this matter. This ordinance is intended to regulate businesses that engage in the unauthorized practice of massage therapy and/or businesses which engage in acts of prostitution which take place in public and private, and which are otherwise difficult or impossible to identify. This ordinance **IS NOT** intended to discourage legitimately licensed massage therapy businesses.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the Second Consideration.

ROLL CALL VOTE:

AYE NAY ABSENT ABSTAIN

Brown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clabaugh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lindeman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temple	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ORDINANCE NO. 940

AN ORDINANCE AMENDING THE "CODE OF ORDINANCES" OF THE CITY OF JOHNSTON, IOWA, BY AMENDING CHAPTER 165.04 and establishing Chapter 124:

Be it ordained by the City Council of the City of Johnston, Iowa:

SECTION 1. The "Code of Ordinances" of the City of Johnston, Iowa, is hereby amended by amending Chapter 165.04 (148 and 149) and to establish Chapter 124 to read as follows:

SEE ATTACHED CHAPTER

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

MAYOR, PAULA DIERENFELD

ATTEST:

Cyndee D. Rhames, City Clerk

VOTE:

	AYES	NAYS	ABSENT
Gerd Clabaugh	_____	_____	_____
Matt Brown	_____	_____	_____
John Temple	_____	_____	_____
David Lindeman	_____	_____	_____
Thomas Cope	_____	_____	_____

CHAPTER: 124

MASSAGE THERAPY BUSINESS LICENSING

____.01	Purpose	____.07	Exemptions
____.02	Definitions	____.08	Adverse Action; Grounds for Denial and Revocation or Suspension
____.02A	License Required	____.09	Appeal Process
____.03	License Fee	____.10	Restriction and Regulations
____.04	Application	____.11	Penalty
____.05	Granting or Denial of License	____.12	Severability Clause
____.06	Conditions Governing Issuance		

____.01 **PURPOSE.** This ordinance is intended to regulate businesses that engage in the unauthorized practice of massage therapy and/or businesses which engage in acts of prostitution which **take place in public or private**, and which are otherwise difficult or impossible to identify. This ordinance **IS NOT** intended to discourage legitimately **licensed massage therapy businesses**.

____.02 **DEFINITIONS.** For the purposes of this chapter, the following words and phrases have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended.

- A. "Massage Therapy Business" means any place of business wherein any of the treatments, techniques, or methods of treatment referred to in subsection D are administered, practiced, used, given or applied.
- B. "Massage Therapist" means a person licensed to practice the health care service of the healing art of massage therapy **under Iowa Code, Chapter 152C**.
- C. "Massage patron" means any person who receives, or pays to receive, a massage or massage services from a massage therapist for value.
- D. "Massage Therapy" means performance for compensation of massage, myotherapy, massotherapy, bodywork, bodywork therapy, or therapeutic massage including hydrotherapy, superficial hot and cold applications, vibration and topical applications, or other therapy which involves manipulation of the muscle and connective tissue of the body, excluding osseous tissue, to treat the muscle tonus system for the purpose of enhancing health, muscle relaxation, increasing range of motion, reducing stress, relieving pain, or improving circulation.
- E. "Reflexology" means manipulation of the soft tissues of the human body which is restricted to the hands, feet, or ears, performed by persons who do not hold

themselves out to be massage therapists or to be performing massage therapy.

____.02A **LICENSE REQUIRED.** No person shall operate a massage therapy business, either exclusively or in connection with another business, without being licensed as provided in this chapter.

____.03 **LICENSE FEE.**

A. New Massage Therapy Businesses to Johnston.

1. The initial license fee for a new massage therapy business to the City of Johnston is \$150.00, which shall be paid when the application is filed.

2. The license, if granted, and not revoked or suspended, shall be valid **so long as the business does not materially change ownership or the service provided or business name.** An annual review shall be initiated by the City Clerk to confirm business ownership, service(s) provided, and business name.

B. Existing Massage Therapy Businesses within the City of Johnston.

1. For a massage therapy business applying for licensure in the initial year of this ordinance's effective date (July 1, 2016 through June 30, 2017) the licensing fee identified in section A 1, above, is waived. If an application properly submitted during the first year of the ordinance is approved, and the massage therapy business remains in continuous operation, renewal fees for a massage therapy business license will be waived for these businesses. However, the business will be required to go through the annual review process.

C. A separate license shall be obtained for each place of business. The licensee shall display the license in a prominent place in the licensed business at all times.

D. How Renewal Fee Determined

1. During the first year of licensing period (July 1, 2016 through June 30, 2017), the Johnston Police Department will track personnel time costs related to the licensing program to quantify those costs and to evaluate program effectiveness, and to determine if a renewal fee is needed.

E. During the twelve (12) month licensed period, the massage therapy businesses will be required to notify the City Clerk of changes in massage therapist staffing and/or business manager.

.04 **APPLICATION.** Application for a massage therapy business license shall be made on forms provided the Johnston Police Department. The application shall include:

- A. The address of the property to be used and documentation establishing the applicant's interest in the premise on which the business will be located, which shall be in the form of a lease, deed, or other document that establishes the applicant's interest;
- B. The names, ages, and addresses of the applicant, owner, manager and all employees who are or will be employed or present on the premises to perform massage therapy;
- C. Dates and locations of other places the applicant has owned or operated as a massage therapy business;
- D. Descriptions of all crimes or other offenses, including the time, place, date and disposition for which the applicant, owner, manager, and all persons employed by the applicant or present on the premise to perform massage therapy have been arrested, charged, or convicted;
- E. A statement as to whether the applicant, owner, manager, or any person employed by the applicant has had any license to perform massage therapy denied, revoked or suspended in any city, state, county, or any country and the reason for the denial, revocation or suspension;
- F. A government issued photo ID of the applicant, owner, manager and all employees or persons present on the premises who are or will be employed to perform massage therapy;
- G. Such other information as the Chief of Police may require for purposes of conducting a background check.
- H. Insurance. Any application for a license shall be accompanied by proof of insurance executed by an insurance company authorized to do business in the state of Iowa, in the amount of **two-million dollars per occurrence, six-million dollars per policy year**. The insurance shall be conditioned that the insurer shall defend, and indemnify and hold the City and its officers, employees, and agents harmless from and against all claims, damages or liability resulting from the grant or renewal of the license under this chapter or operations or business of such license. All insurance policies hereunder shall provide for at least thirty (30) days prior notice to the Police Department before a cancellation thereof is effective and shall continue to provide coverage as to all matters arising during the term of the insurance policy whether or not later cancelled.

_____.05 **GRANTING OR DENIAL OF LICENSE.** License applications shall be reviewed by the Chief of Police, who after considering all of the information provided and obtained in the background check obtained shall either grant or deny the license.

_____.06 **CONDITIONS GOVERNING ISSUANCE.**

- A. No license shall be issued if the applicant or any of its owners, managers, employees, or agents has a criminal conviction for a sex crime as defined by Iowa Code Chapter 709, or for Prostitution as defined by Iowa Code Chapter 725, or for keeping a house of prostitution as defined by Iowa Code Chapter 657, or who is a registered sex offender, or who has been denied a license by any other community.
- B. Licenses shall be issued only if the applicant and all of its owners, managers, employees and agents are free of convictions for offenses which involve sex crimes or which relate directly to such person's ability or fitness to legally and safely perform the duties and discharge the responsibilities of the licensed activity.
- C. Licenses shall only be issued to applicants who have provided all of the information requested in the application, have paid the license fee and have cooperated with the Chief of Police and other city officials in review of the application.
- D. The business license, if issued, shall be displayed on the business premise in a conspicuous public area.

_____.07 **EXEMPTIONS.** This chapter shall not apply to the following businesses:

- A. Businesses who employ or provide the services of persons who are licensed to practice medicine or surgery, osteopathic medicine and surgery, chiropractic, cosmetology arts and sciences, or podiatry in this state: or athletic trainers, nurses, occupational therapists, physical therapists, or physician assistants licensed, certified, or registered in this state or acting under the prescription or supervision of a person licensed to practice medicine, surgery, osteopathic medicine, or chiropractic in this state.
- B. Businesses who employ or provide the services of persons who are licensed, registered, or certified in another state, territory, the District of Columbia, or a foreign country when incidentally and temporarily present in this state to teach a course of instruction related to massage therapy and bodywork therapy.
- C. Businesses which offer the services of students enrolled in a program recognized by the State Board of Massage Therapy while completing a clinical requirement

for graduation performed under the supervision of a person licensed.

- D. Persons giving massage therapy and bodywork to members of their immediate family.
- E. Persons practicing reflexology.
- F. Persons engaged within the scope of practice of a profession with established standards and ethics utilizing touch, words, and directed movement to deepen awareness of existing patterns of movement in the body as well as to suggest new possibilities of movement, provided that the practices performed or services rendered are not designated or implied to be massage therapy. Such practices include, but are not limited to, the Feldenkrais method, the Trager approach, and mind-body centering.
- G. Persons engaged within the scope of practice of a profession with established standards and ethics in which touch is limited to that which is essential for palpitation and affectation of the human energy system, provided that the practices performed or services rendered are not designated or implied to be massage therapy.
- H. Persons incidentally present in this state to provide services as part of an emergency response team working in conjunction with disaster relief officials.

.08 ADVERSE ACTION; GROUNDS FOR DENIAL AND REVOCATION OR SUSPENSION

- A. It shall be grounds for denial of the application or for revocation or suspension of the license if the applicant or licensee is not complying with or has a history of violations of the laws and ordinances that might adversely impact public health or safety.
- B. It shall be grounds for the denial, revocation or suspension of the license if the licensee solicits or advertises to offer services that are a violation of this chapter.
- C. It shall be grounds for the denial, revocation or suspension of the license if the licensee is convicted of any violation, reasonably related to the licensed activity and/or occurring on the licensed premise, of any city ordinance or federal or state statute.
- D. It shall be grounds for the denial, revocation or suspension of the license if there is fraud or deception involved in the license application.

- E. It shall be grounds for the denial, revocation or suspension of the license if the licensee is found to be in control or possession of any narcotic drugs or controlled substances on the premises for which they are licensed to operate, possession of which is illegal as defined by Iowa Statutes or city ordinances.
- F. It shall be grounds for the denial, suspension or revocation of the license if the licensee has, in the past, engaged in willful disregard for health codes and regulations.
- G. It shall be grounds for the denial, suspension or revocation of the license if the applicant fails to provide all the information and certificates required by this chapter.
- H. It shall be grounds for the denial, revocation or suspension of a license if the licensee permits an unlicensed individual(s) to conduct massage therapy services at the licensee's premises.
- I. It shall be grounds for the denial, suspension or revocation of the license if the licensee refuses to permit any authorized police officers or authorized city, county, or state governmental official to inspect the premises or operations.
- J. It shall be grounds for the denial, suspension or revocation of the license if the licensee is found to be violating provisions of this chapter or the Iowa Code.

 .09 **APPEAL PROCESS**

- A. If an applicant has been denied, revoked or suspended pursuant to this chapter, then said applicant may file a written request with the City Administrator for review of the decision of the Chief of Police within ten (10) days from the receipt of said notice of denial, revocation or suspension. Failure to file a written request for review of the decision within this time frame shall constitute a waiver of any right to contest the decision to deny, revoke or suspend a license.
- B. Within ten (10) days of the receipt of a request to review a decision of denial, revocation or suspension of any applicant's license, the City Administrator shall notify the applicant of a date, time and place for a hearing to review the decision of the Chief of Police. Said hearing shall be informal and the applicant may present any oral or written testimony the City Administrator deems pertinent.
- C. Within ten (10) days from the hearing held pursuant to subparagraph B, the City Administrator will provide a written findings and decision to the applicant.
- D. If the applicant's denial, revocation or suspension is upheld by the City

Administrator, the applicant may then appeal said decision to the District Court pursuant to the laws of the State of Iowa.

____.10 **RESTRICTION AND REGULATIONS**

- A. Compliance with law. The licensee and persons in its employ shall comply with all applicable regulations and laws of the city and state.

- B. Person in charge. If the applicant is a partnership, corporation or other organizations, the applicant shall designate a person to be manager and in responsible charge of the business. The manager shall be a resident of Iowa. The manager shall provide written consent to serve as an agent for service of notices and other process relating to the business. The manager shall remain responsible for the conduct of the business until another suitable person has been designated in writing by the licensee. The licensee shall promptly notify the Chief of Police in writing of any change indicating the address of the new manager and the effective date of such change.

- C. Hours of business. The licensed premises shall not be open for business nor shall patrons be permitted on the premises between the hours of 10:00 p.m. and 6:00 a.m.

____.11 **PENALTY.** A person who commits or attempts to commit, conspires to commit or aids or abets in the commission of an act constituting a violation of this chapter, whether individually or in connection with one or more other persons or as principal, agent, or accessory is guilty of a simple misdemeanor. A person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, permits or directs another to violate a provision of this chapter is guilty of a simple misdemeanor.

____.12 **SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
February 16, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>J.O.</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
----------------------------	--

SYNOPSIS:	Attached for your review is the list of claims for payment in the amount of \$379,514.57
FISCAL IMPACT:	Money is available to pay claims in the amount of \$379,514.57
RECOMMENDATION:	By motion approve payment of claims in the amount of \$379,514.57

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC	CRAMER, LORI	GENERAL FUND	SIMPSON BARN	130.00
	FISCHER, MICHELLE	GENERAL FUND	SIMPSON BARN	227.50
	GOOD, JULIE	GENERAL FUND	SIMPSON BARN	390.00
	GRAYHAWK HOMES, INC.	WATER O/M	NON-DEPARTMENTAL	55.50
	HUBBELL HOMES LC	WATER O/M	NON-DEPARTMENTAL	18.82
	HUBBELL HOMES LC	WATER O/M	NON-DEPARTMENTAL	18.27
	JOHNSON, TRACY	WATER O/M	NON-DEPARTMENTAL	174.48
	ORTON HOMES	WATER O/M	NON-DEPARTMENTAL	29.72
	WANDERSCHIED, STACY	GENERAL FUND	SIMPSON BARN	227.50
			TOTAL:	1,271.79
ACLARA TECHNOLOGIES, LLC	ACLARA MAINT. RENEWAL CONT	WATER O/M	WATER	1,527.00
	ACLARA MAINT. RENEWAL CONT	SEWER O/M	WASTEWATER	1,527.00
			TOTAL:	3,054.00
AHLERS & COONEY PC	EMPLOYMENT LAW RETAINER	GENERAL FUND	LEGAL	1,650.00
	LEGALS - TIF #3	T.I.F. #3 NW 62ND	ECONOMIC DEVELOPMENT	110.00
	TERRA LAKE IMPROVEMENTS, P	TERRA LAKE	PARKS & TRAILS	1,800.00
	TERRA LAKE IMPROVEMENTS, P	TERRA LAKE	PARKS & TRAILS	371.00
	NW WTR TOWER- MAINT. BOND	WATER O/M	WATER	82.50
			TOTAL:	4,013.50
ALLIANCE CONNECT, LLC	INTERNET SERVICES- STAT. 2	GENERAL FUND	FIRE	111.12
	INTERNET SERVICES- STAT. 2	GENERAL FUND	AMBULANCE	111.11
			TOTAL:	222.23
ARAMARK UNIFORM SERVICES	UNIFORMS	GENERAL FUND	PARKS & TRAILS	150.57
	MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	45.11
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING	3.70
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING	3.70
	UNIFORMS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	179.05
	UNIFORMS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	179.05
	UNIFORMS	WATER O/M	WATER	53.13
	UNIFORMS	WATER O/M	WATER	53.13
	UNIFORMS	SEWER O/M	WASTEWATER	53.12
	UNIFORMS	SEWER O/M	WASTEWATER	53.12
			TOTAL:	773.68
ARDICK EQUIPMENT CO INC	WING LIGHTS ON PLOW TRUCKS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	173.35
			TOTAL:	173.35
ARNOLD MOTOR SUPPLY, LLP	AIR AND OIL FILTERS	GENERAL FUND	AMBULANCE	57.30
	GRAY PRIMER	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	21.54
	BACK-UP ALARM	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	44.87
	HALOGEN LAMP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	35.02
	AIR AND OIL FILTERS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	23.12
	SHOP TOOL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	19.95
	GLOVES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	32.97
	LED LIGHTS FOR PLOW TRUCKS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	268.57
	BACK-UP ALARM	WATER O/M	WATER	44.87
	BACK-UP ALARM	SEWER O/M	WASTEWATER	44.87
	GASKET FOR VACTRON	SEWER O/M	WASTEWATER	40.76
			TOTAL:	633.84
ARROW INTL'	EMS SUPPLIES	GENERAL FUND	AMBULANCE	891.80
			TOTAL:	891.80

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLUE TARP FINANCIAL	SWIVEL CASTOR W/BRAKE	GENERAL FUND	FIRE	19.48
	SWIVEL CASTOR W/BRAKE	GENERAL FUND	AMBULANCE	19.47
			TOTAL:	38.95
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	6.42
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	571.99
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	210.00
		TOTAL:	788.41	
CARPENTER UNIFORM COMPANY	CANE CAP FOR OFFICER YEAGE	GENERAL FUND	POLICE	50.98
	VEST FOR JENSEN	GENERAL FUND	POLICE	575.00
		TOTAL:	625.98	
CDW GOVERNMENT, INC	BLANK ID CARDS	GENERAL FUND	POLICE	56.84
			TOTAL:	56.84
CENTURY LINK	T-1 LINE - PSB	GENERAL FUND	POLICE	262.50
	PHONE SERVICES - PSB	GENERAL FUND	POLICE	58.00
	T-1 LINE - PSB	GENERAL FUND	FIRE	118.75
	PHONE SERVICES - PSB	GENERAL FUND	FIRE	26.23
	T-1 LINE - PSB	GENERAL FUND	AMBULANCE	118.75
	PHONE SERVICES - PSB	GENERAL FUND	AMBULANCE	26.23
		TOTAL:	610.46	
CHARLES GABUS FORD	SPARK PLUGS, COIL ASSEMBLY	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	154.35
			TOTAL:	154.35
CHOICE 1 HEALTH CARE SERVICES, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	199.60
			TOTAL:	199.60
CINTAS CORPORATION	FIRST AID SUPPLIES	GENERAL FUND	POLICE	29.64
			TOTAL:	29.64
CINTAS CORPORATION #762	RR CLEANING & MATS - CITY	GENERAL FUND	CITY HALL	36.81
			TOTAL:	36.81
CITY OF DES MOINES	CRISIS INTERVENTION TRAINI	GENERAL FUND	POLICE	100.00
			TOTAL:	100.00
COMMUNICATION INNOVATORS, INC.	PHONE/NETWORK MAINT. - PSB	GENERAL FUND	POLICE	237.31
	PD VOICE RECORDING	GENERAL FUND	POLICE	95.35
	PHONE/NETWORK MAINT. - PSB	GENERAL FUND	FIRE	107.35
	PHONE/NETWORK MAINT. - PSB	GENERAL FUND	AMBULANCE	107.35
	NETWORK & PHONE MAINT. SER	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	LIBRARY	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	PARKS & TRAILS	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	BUILDING & HOUSING	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	PLANNING & ZONING	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	CITY ADMINISTRATOR	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	FINANCE	95.40
	NETWORK & PHONE MAINT. SER	WATER O/M	WATER	95.40
	NETWORK & PHONE MAINT. SER	SEWER O/M	WASTEWATER	95.40
			TOTAL:	1,405.96
COMPLIANCE TESTING & TECHNOLOGY	LINE & LEAK DETECTOR TEST	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	200.00
	LINE & LEAK DETECTOR TEST	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	200.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	400.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	ELECTRICAL SUPPLIES- CITY	GENERAL FUND	CITY HALL	682.33
	BULBS FOR C.H. PARKING LOT	GENERAL FUND	CITY HALL	44.01
	BALLAST FOR STREET LIGHTS	ROAD USE TAX	TRAFFIC CONTROL	167.48
			TOTAL:	893.82
DASH MEDICAL GLOVES	CSI SAFETY GLOVES	WATER O/M	WATER	38.45
	CSI SAFETY GLOVES	SEWER O/M	WASTEWATER	38.45
			TOTAL:	76.90
DES MOINES METRO RECYCLING INC	DISPOSAL OF OLD ANTI-FREEZ	GENERAL FUND	PARKS & TRAILS	18.75
	DISPOSAL OF OLD ANTI-FREEZ	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	18.75
	DISPOSAL OF OLD ANTI-FREEZ	WATER O/M	WATER	18.75
	DISPOSAL OF OLD ANTI-FREEZ	SEWER O/M	WASTEWATER	18.75
			TOTAL:	75.00
DES MOINES REGISTER MEDIA	ABANDONED VEHICLE AUCTION	GENERAL FUND	POLICE	18.54
	VARIOUS PUBLICATIONS/NOTIC	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	421.54
	11-19 LIBRARY CLAIMS	GENERAL FUND	LIBRARY	48.93
	BOA 15-15, 15-16, 15-17	GENERAL FUND	PLANNING & ZONING	80.31
	11-16 & 12-7 MTG. MINUTES	GENERAL FUND	CITY CLERK	651.42
	11-30 SPECIAL SESSION	GENERAL FUND	CITY CLERK	36.58
	11-16, 12-17 COUNCIL CLAIM	GENERAL FUND	FINANCE	279.19
	CIP PUBLIC NOTICE	GENERAL FUND	FINANCE	21.39
	NOV. TREASURER REPORT	GENERAL FUND	FINANCE	69.81
			TOTAL:	1,627.71
DES MOINES WATER WORKS	WATER SERVICE-5136 MHR	WATER O/M	WATER	78,217.60
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
	WATER SERVICE - 5130 LWR B	WATER O/M	WATER	0.00
	AVAILABILITY CHARGE	WATER O/M	WATER	0.00
	WATER SERVICE - 5134 MHR	WATER O/M	WATER	63,520.67
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
			TOTAL:	141,888.27
DEWEY FORD	SENSOR FOR PATROL VEHICLE	GENERAL FUND	POLICE	111.49
	REPLACEMENT KEYS- PATROL F	GENERAL FUND	POLICE	564.50
	OIL TUBE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	30.39
			TOTAL:	706.38
DOCTORS NOW WALK-IN CARE	DOT DRUG SCREEN	GENERAL FUND	PARKS & TRAILS	30.00
	DOT DRUG SCREEN	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	30.00
			TOTAL:	60.00
DOORS INC	GASKET MOULDING	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	21.84
	GASKET MOULDING	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	51.94
			TOTAL:	73.78
ECHO SYSTEMS	ALL THREAD, WASHERS AND NU	WATER O/M	WATER	22.53
			TOTAL:	22.53
ELECTRICAL ENGINEERING & EQUIPMENT	CREDIT ON ACCT. TOWARD INV	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	14.23-
	ELECTRICAL SUPPLIES-BRINE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	92.55
	ELECTRICAL SUPPLIES-BRINE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	274.80
	SHORTING CAP FOR STR. LIGH	ROAD USE TAX	TRAFFIC CONTROL	6.13

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FUSE HOLDER FOR STREET LIG ROAD USE TAX		TRAFFIC CONTROL	<u>43.55</u>
			TOTAL:	402.80
ELECTRONIC ENGINEERING COMPANY	TOWER SERVICE	GENERAL FUND	POLICE	<u>12.00</u>
			TOTAL:	12.00
EMBARKIT, INC	PRINTER MAINT./ REPAIR	WATER O/M	WATER	59.38
	PRINTER MAINT./ REPAIR	SEWER O/M	WASTEWATER	<u>59.37</u>
			TOTAL:	118.75
EMS TECHNOLOGY SOLUTIONS	ANNUAL INV./ASSET SOFTWARE	GENERAL FUND	AMBULANCE	<u>900.00</u>
			TOTAL:	900.00
EXTERIOR SHEET METAL	GUTTERS & DOWNSPOUT- CITY	GENERAL FUND	CITY HALL	219.57
	GUTTERS FOR CITY HALL	GENERAL FUND	CITY HALL	<u>3,890.00</u>
			TOTAL:	4,109.57
FERGUSON WATER WORKS #2516	WTR METER REGISTER HEAD	WATER O/M	WATER	<u>103.49</u>
			TOTAL:	103.49
FERRELLGAS	PROPANE AND VALVE FOR CYLI ROAD USE TAX		ROADS,BRIDGES,SIDEWALK	<u>191.75</u>
			TOTAL:	191.75
FIRST CHOICE DISTRIBUTION	JANITORIAL SUPPLIES	GENERAL FUND	FIRE	108.59
	JANITORIAL SUPPLIES	GENERAL FUND	FIRE	128.14
	JANITORIAL SUPPLIES	GENERAL FUND	AMBULANCE	108.58
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	67.04
	JANITORIAL SUPPLIES	GENERAL FUND	AMBULANCE	128.13
	JANITORIAL SUPPLIES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	<u>17.96</u>
			TOTAL:	558.44
G & S SERVICE	STORAGE FOR IMPOUND-CASE16	GENERAL FUND	POLICE	<u>75.00</u>
			TOTAL:	75.00
GREAT AMERICA FINANCIAL SERVICES CORP.	COPIER LEASE & COPIES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	53.56
	COPIER LEASE & COPIES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	53.56
	COPIER LEASE & COPIES	WATER O/M	WATER	53.56
	COPIER LEASE & COPIES	SEWER O/M	WASTEWATER	<u>53.56</u>
			TOTAL:	214.24
GRIMES ASPHALT & PAVING CORP	COLD MIX FOR POTHOLE REPAI	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	<u>421.94</u>
			TOTAL:	421.94
HAWKINS INC.	AQUA HAWK	SEWER O/M	WASTEWATER	<u>3,455.10</u>
			TOTAL:	3,455.10
HD SUPPLY WATERWORKS	SHOVEL, SPADE, CAUTION TAP	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	<u>238.98</u>
			TOTAL:	238.98
HIRE QUALITY SOLUTIONS	TEMP. SERVICES - DAVIS	GENERAL FUND	BUILDING & HOUSING	868.00
	TEMP. SERVICES - DAVIS	GENERAL FUND	BUILDING & HOUSING	<u>694.40</u>
			TOTAL:	1,562.40
HOWARD R GREEN COMPANY	ENG. - 86TH ST. PUMP STATI	WATER O/M	WATER	<u>8,338.00</u>
			TOTAL:	8,338.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HY-VEE, INC	BREAKROOM SUPPLIES - PD	GENERAL FUND	POLICE	37.63
	FIRE REHAB SUPPLIES- 63RD	GENERAL FUND	FIRE	32.48
	SNOWFLAKE CRAFT PROG, SUPP	GENERAL FUND	LIBRARY	4.55
	CHEAP DATE PROG. SUPPLIES	GENERAL FUND	LIBRARY	26.92
	WATER FOR CC MTGS.	GENERAL FUND	CITY ADMINISTRATOR	4.99
	FUN NIGHT SUPPLIES	SENIOR CITIZENS	RECREATION	26.01
	SENIOR NIGHT SUPPLIES- KIT	SENIOR CITIZENS	RECREATION	70.50
	TOTAL:			203.08
IASRO	IASRO SCHOOL SAFETY CONF.	GENERAL FUND	POLICE	50.00
	IASRO SCHOOL SAFETY CONF.	GENERAL FUND	POLICE	50.00
	TOTAL:			100.00
INFOMAX OFFICE SYSTEMS	COPIER MAINT. & COPIES	GENERAL FUND	PARKS & TRAILS	118.20
	TOTAL:			118.20
INSTITUTE OF PUBLIC AFFAIRS	2016 GOAL SETTING SESSION	GENERAL FUND	MAYOR, COUNCIL	2,422.46
	TOTAL:			2,422.46
INTERSTATE ALL BATTERY CENTER	BATTERIES	GENERAL FUND	FIRE	74.35
	BATTERIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	12.49
	BATTERIES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	12.48
	BATTERIES	WATER O/M	WATER	12.49
	BATTERIES	SEWER O/M	WASTEWATER	12.49
	TOTAL:			124.30
INTERSTATE BATTERIES	RETURN - BATTERY	GENERAL FUND	AMBULANCE	108.95
	BATTERY FOR EXPLORER	GENERAL FUND	PARKS & TRAILS	95.95
	BATTERIES	GENERAL FUND	CROWN POINT	48.00
	TOTAL:			35.00
IOWA DEPT OF TRANSPORTATION	CURB GUARDS AND WING POST	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	873.72
	TOTAL:			873.72
IOWA DEPT. OF PUBLIC SAFETY	ON-LINE WARRANTS SYSTEM FE	GENERAL FUND	POLICE	906.00
	TOTAL:			906.00
IOWA DEPT. OF TRANSPORTATION	CURBGUARDS- LEFT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	576.96
	CURBGUARDS-RIGHT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	994.14
	TOTAL:			1,571.10
IOWA MUNICIPAL FINANCE OFFICER ASSN	IMFOA DUES - ROTSCHAFFER	GENERAL FUND	CITY CLERK	50.00
	IMFOA DUES- RHAMES	GENERAL FUND	FINANCE	50.00
	TOTAL:			100.00
JOHNSTON ACE HARDWARE	WASHERS AND BOLTS	GENERAL FUND	FIRE	4.63
	COUPLER	GENERAL FUND	FIRE	7.98
	KEY RINGS	GENERAL FUND	FIRE	1.74
	KEY RINGS	GENERAL FUND	AMBULANCE	1.74
	PACKING TAPE/COMMAND STRIP	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	20.98
	HEX BUSHING	GENERAL FUND	LIBRARY	6.99
	GLUE AND KEYS	GENERAL FUND	LIBRARY	7.99
	BOLTS, SCREWS	GENERAL FUND	LIBRARY	5.60
	WATER PIPE INSULATION	GENERAL FUND	PARKS & TRAILS	5.98
	ANCHOR BOLT	GENERAL FUND	PARKS & TRAILS	13.52
	DRILL BIT	GENERAL FUND	SIMPSON BARN	23.96

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DIVIDERS FOR DISPLAY RACKS	GENERAL FUND	BUILDING & HOUSING	20.00
	ELECTRICAL PARTS- BRINE BL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	79.32
	PROPANE FOR TORCH	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	4.99
	RED PRIMER SPRAY PAINT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	14.97
	RED PRIMER SPRAY PAINT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	9.98
	30AMP BREAKERS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	19.99
	40 AMP BREAKERS, A/C WHIP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	36.98
	MARKING FLAGS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	11.99
	RETURN - BREAKERS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	19.99-
	PVC PIPE AND FLAT ALUM. SH	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	20.47
	OIL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	12.99
	YAK TRAX FOR BOOTS- WTR DE	WATER O/M	WATER	52.49
	TOGGLE BOLT	WATER O/M	WATER	5.97
	YAK TRAX FOR BOOTS- WTR DE	SEWER O/M	WASTEWATER	52.48
			TOTAL:	423.74
JOHNSTON STATION LC	RENT FOR CENSUS OFFICE- MA	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>1,800.00</u>
			TOTAL:	1,800.00
JOHNSTONE SUPPLY	FURNACE FILTERS	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	34.83
	FURNACE REPAIR - PW SHOP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	94.99
			TOTAL:	129.82
KADETH, INC	NETWORK / IT SUPPORT	GENERAL FUND	CITY ADMINISTRATOR	<u>1,866.67</u>
			TOTAL:	1,866.67
KARL CHEVROLET	MUD FLAPS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	85.00
			TOTAL:	85.00
KARL EMERGENCY VEHICLES	VEHICLE REPAIR PART- LENS	GENERAL FUND	FIRE	16.92
	VEHICLE REPAIR PART- LENS	GENERAL FUND	AMBULANCE	16.92
			TOTAL:	33.84
KELTEK INCORPORATED	VEHICLE REPAIR PARTS	GENERAL FUND	FIRE	120.88
	VEHICLE REPAIR PARTS	GENERAL FUND	AMBULANCE	120.88
	UPFITTING 2 PATROL CARS	EQUIP REPLACEMENT	POLICE OPERATIONS	45,830.12
			TOTAL:	46,071.88
KEYSTONE	MIRROR- GATE AT LIFT STATI	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	382.50
			TOTAL:	382.50
KEYSTONE LABORATORIES	MONTHLY WATER ANALYSIS	WATER O/M	WATER	230.00
			TOTAL:	230.00
LADEN & PEARSON P C	MONTHLY RETAINER FEE	GENERAL FUND	POLICE	1,200.00
	MONTHLY RETAINER FEE	GENERAL FUND	LEGAL	3,800.00
			TOTAL:	5,000.00
LASER RESOURCES	PRINTER MAINT. & COPIES	WATER O/M	WATER	44.55
	PRINTER MAINT. & COPIES	SEWER O/M	WASTEWATER	44.55
			TOTAL:	89.10
LAWSON PRODUCTS, INC	SIGN INSTALLATION SUPPLIES	ROAD USE TAX	TRAFFIC CONTROL	63.99
			TOTAL:	63.99
LEXIS NEXIS RISK MANAGEMENT INC.	SEARCH ENGINE SERVICES	GENERAL FUND	POLICE	47.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	47.00
LOGAN CONTRACTORS SUPPLY INC	SAFETY VEST	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	55.95
			TOTAL:	55.95
MDS RECORDS	OFFSITE STORAGE SERVICES	GENERAL FUND	POLICE	88.58
	OFFSITE STORAGE SERVICES	GENERAL FUND	FIRE	9.24
	OFFSITE STORAGE SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	1.98
	OFFSITE STORAGE SERVICES	GENERAL FUND	BUILDING & HOUSING	1.76
	OFFSITE STORAGE SERVICES	GENERAL FUND	PLANNING & ZONING	20.14
	OFFSITE STORAGE SERVICES	GENERAL FUND	CITY ADMINISTRATOR	8.89
	OFFSITE STORAGE SERVICES	GENERAL FUND	CITY CLERK	8.86
	OFFSITE STORAGE SERVICES	GENERAL FUND	FINANCE	28.50
	OFFSITE STORAGE SERVICES	WATER O/M	WATER	7.26
	OFFSITE STORAGE SERVICES	SEWER O/M	WASTEWATER	7.26
			TOTAL:	182.47
MENARDS CLIVE	NAILS FOR BARN FLOOR	GENERAL FUND	SIMPSON BARN	51.96
			TOTAL:	51.96
MERCY COLLEGE OF HEALTH SCIENCES	Semester	GENERAL FUND	AMBULANCE	4,340.00
			TOTAL:	4,340.00
MID AMERICAN ENERGY	6373 MERLE HAY RD - PSB	GENERAL FUND	POLICE	0.00
	5604 NW 87TH ST - SIREN	GENERAL FUND	EMERGENCY MANAGEMENT	12.85
	9425 NW NEWGATE	GENERAL FUND	EMERGENCY MANAGEMENT	18.51
	9001 NW BEAVER	GENERAL FUND	EMERGENCY MANAGEMENT	18.51
	7001 NW BEAVER	GENERAL FUND	EMERGENCY MANAGEMENT	12.19
	5501 NW 57TH	GENERAL FUND	EMERGENCY MANAGEMENT	11.65
	9706 VALLEY PKWY - SIREN	GENERAL FUND	EMERGENCY MANAGEMENT	18.51
	6015 NW 62ND	GENERAL FUND	FIRE	0.00
	6015 NW 62ND	GENERAL FUND	FIRE	0.00
	10225 NW 62ND AVE-STAT. 2	GENERAL FUND	FIRE	418.62
	6373 MERLE HAY RD - PSB	GENERAL FUND	FIRE	0.00
	6015 NW 62ND	GENERAL FUND	AMBULANCE	0.00
	6015 NW 62ND	GENERAL FUND	AMBULANCE	0.00
	10225 NW 62ND AVE-STAT 2	GENERAL FUND	AMBULANCE	418.62
	6373 MERLE HAY RD - PSB	GENERAL FUND	AMBULANCE	0.00
	6400 NW BEAVER DR-MAIN BLD	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	95.45
	6400 NW BEAVER-STREET SHOP	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	1,836.09
	6400 NW BEAVER DR BLDG A	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	0.00
	6700 MERLE HAY ROAD	GENERAL FUND	LIBRARY	5,048.00
	TERRA LAKE	GENERAL FUND	PARKS & TRAILS	14.42
	5225 NW 64TH	GENERAL FUND	PARKS & TRAILS	74.25
	6400 NW BEAVER-PARKS BLDG	GENERAL FUND	PARKS & TRAILS	736.93
	5820 NW 86TH	GENERAL FUND	PARKS & TRAILS	21.32
	6400 NW BEAVER DR-MAIN BLD	GENERAL FUND	PARKS & TRAILS	95.44
	5964 WINWOOD	GENERAL FUND	PARKS & TRAILS	148.39
	5701 COLUMBINE	GENERAL FUND	PARKS & TRAILS	204.79
	6400 PIONEER	GENERAL FUND	PARKS & TRAILS	0.00
	7500 NW 54TH AVE	GENERAL FUND	PARKS & TRAILS	45.28
	7376 NW 54TH AVE	GENERAL FUND	PARKS & TRAILS	10.00
	6169 NORTHGLENN BARN	GENERAL FUND	SIMPSON BARN	91.80
	6191 NORTHGLENN	GENERAL FUND	SIMPSON BARN	444.17
	6161 NORTHGLENN	GENERAL FUND	SIMPSON BARN	268.34
	6300 PIONEER	GENERAL FUND	CROWN POINT	1,152.79

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	5625 NW 100TH	GENERAL FUND	CITY ADMINISTRATOR	0.00
	6385 MERLE HAY RD	GENERAL FUND	CITY ADMINISTRATOR	0.00
	5730 NW 64TH PLACE	GENERAL FUND	CITY ADMINISTRATOR	0.00
	9402 NW 62ND AVE	GENERAL FUND	CITY ADMINISTRATOR	50.94
	7205 NW 107TH ST	GENERAL FUND	CITY ADMINISTRATOR	88.73
	6221 MERLE HAY ROD	GENERAL FUND	CITY HALL	2,666.14
	ELE. SERVICES - CITY HALL	GENERAL FUND	CITY HALL	12.09
	7303 NW 62ND AVE	ROAD USE TAX	STREET LIGHTING	0.00
	5398 NW 86TH	ROAD USE TAX	STREET LIGHTING	29.11
	9213 NEWGATE	ROAD USE TAX	STREET LIGHTING	62.68
	8601 NW NEWGATE	ROAD USE TAX	STREET LIGHTING	213.12
	10001 NW 70TH	ROAD USE TAX	STREET LIGHTING	160.56
	8500 NW 62ND	ROAD USE TAX	STREET LIGHTING	262.47
	5402 FOXBORO	ROAD USE TAX	STREET LIGHTING	110.46
	7001 NW 62ND	ROAD USE TAX	STREET LIGHTING	0.00
	8652 CRESCENT CHASE	ROAD USE TAX	STREET LIGHTING	0.00
	8599 CHAMBERY	ROAD USE TAX	STREET LIGHTING	368.79
	8691 LYNDBURST	ROAD USE TAX	STREET LIGHTING	56.34
	6998 NW 86TH	ROAD USE TAX	STREET LIGHTING	86.05
	STREET LIGHTS	ROAD USE TAX	STREET LIGHTING	18,124.52
	6112 CRESCENT CHASE	ROAD USE TAX	STREET LIGHTING	340.33
	8599 WINDSOR	ROAD USE TAX	STREET LIGHTING	87.52
	5722 NW 86TH ST- STR. LGT	ROAD USE TAX	STREET LIGHTING	39.99
	7301 NW 62ND AVE	ROAD USE TAX	TRAFFIC CONTROL	0.00
	6600 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	53.57
	6748 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	11.26
	5171 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	58.95
	6150 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	22.62
	6198 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	40.79
	6705 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	17.80
	5401 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	28.97
	6203 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	18.00
	5561 NW 86TH ST	ROAD USE TAX	TRAFFIC CONTROL	39.42
	5988 NW 100TH ST FL	ROAD USE TAX	TRAFFIC CONTROL	11.11
	7098 NW 70TH	ROAD USE TAX	TRAFFIC CONTROL	41.69
	5862 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	124.31
	5201 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	46.42
	5801 NW 70TH	ROAD USE TAX	TRAFFIC CONTROL	55.33
	6503 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	179.95
	6191 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	25.59
	5603 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	51.85
	5923 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	35.71
	5398 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	18.65
	5748 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	45.47
	5827 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	50.70
	7249 NW 54TH AVE	ROAD USE TAX	TRAFFIC CONTROL	10.00
	7887 NW 62ND AVE-TUNNEL LI	ROAD USE TAX	TRAFFIC CONTROL	80.84
	7418 NW 62ND AVE - SURV. C	ROAD USE TAX	TRAFFIC CONTROL	28.37
	6198 NW 100TH ST - SIGNAL	ROAD USE TAX	TRAFFIC CONTROL	25.70
	TRAFFIC CAMERA	ROAD USE TAX	TRAFFIC CONTROL	2.11
	5134 MERLE HAY ROAD	WATER O/M	WATER	25.71
	7789 NW BEAVER	WATER O/M	WATER	695.75
	6144 NW 86TH	WATER O/M	WATER	228.49
	6900 PIONEER	WATER O/M	WATER	17.60
	5625 NW 100TH	WATER O/M	WATER	134.72
	6640 MERLE HAY RD	WATER O/M	WATER	718.77

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	5102 NW BEAVER	WATER O/M	WATER	0.00
	7821 NW 54TH	WATER O/M	WATER	934.85
	6600 NW BEAVER	WATER O/M	WATER	11.61
	6400 NW BEAVER DR-MAIN BLD	WATER O/M	WATER	95.44
	5136 MERLE HAY ROAD	WATER O/M	WATER	10.00
	6400 NW BEAVER DR - WTR/SW	WATER O/M	WATER	401.45
	5277 NW BEAVER	WATER O/M	WATER	12.52
	8688 NW BEAVER DR - PUMP	WATER O/M	WATER	33.24
	8418 LAKEVIEW	SEWER O/M	WASTEWATER	81.75
	8708 OVERLOOK CT	SEWER O/M	WASTEWATER	102.69
	6400 NW BEAVER DR-MAIN BLD	SEWER O/M	WASTEWATER	95.44
	8716 NW 84TH	SEWER O/M	WASTEWATER	166.00
	6400 NW BEAVER DR - WTR/SW	SEWER O/M	WASTEWATER	401.45
	5817 WINWOOD	SEWER O/M	WASTEWATER	0.00
	6601 NW BEAVER	SEWER O/M	WASTEWATER	43.91
	7605 NW 107TH STREET	SEWER O/M	WASTEWATER	0.00
	8414 LAKEVIEW DRIVE	SEWER O/M	WASTEWATER	11.16
	7605 NW 107TH STREET	SEWER O/M	WASTEWATER	86.16
	10628 CANTERBURY PL-LIFT S	SEWER O/M	WASTEWATER	67.03
			TOTAL:	39,477.68
MIDWEST AUTOMATIC FIRE SPRINKLER CO.	FIRE SPRINKLER INSPECTION	GENERAL FUND	CROWN POINT	114.00
			TOTAL:	114.00
MSC INDUSTRIAL SUPPLY CO.	BLANK LOCK LEVER	GENERAL FUND	FIRE	5.78
	TOOLS- JOBBER DRILL, SOCKET	GENERAL FUND	FIRE	48.78
	BLANK LOCK LEVER	GENERAL FUND	AMBULANCE	5.77
	TOOLS- JOBBER DRILL, SOCKET	GENERAL FUND	AMBULANCE	48.78
			TOTAL:	109.11
MUNICIPAL EMERGENCY SERVICES	UNIVERSAL WRENCH	GENERAL FUND	FIRE	47.29
	MARKER LIGHTS	GENERAL FUND	FIRE	40.58
			TOTAL:	87.87
MUNICIPAL SUPPLY INC	MUNICIPAL SUPPLY PURCHASE	WATER O/M	WATER	760.50
	MUNICIPAL SUPPLY PURCHASE	WATER O/M	WATER	12.45
	HYDRANT REPAIR PARTS	WATER O/M	WATER	337.00
	EMERGENCY REPAIR	SEWER O/M	WASTEWATER	1,637.50
	MUNICIPAL SUPPLY PURCHASE	SEWER O/M	WASTEWATER	299.00
	MUNICIPAL SUPPLY PURCHASE	SEWER O/M	WASTEWATER	128.00
	MUNICIPAL SUPPLY PURCHASE	SEWER O/M	WASTEWATER	117.00
	MUNICIPAL SUPPLY PURCHASE	SEWER O/M	WASTEWATER	12.45
			TOTAL:	3,303.90
NAPA AUTO PARTS	ANTI-FREEZE	GENERAL FUND	FIRE	67.96
			TOTAL:	67.96
OFFICE DEPOT	VARIOUS OFFICE SUPPLIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	326.59
	VARIOUS OFFICE SUPPLIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	217.57
	VARIOUS OFFICE SUPPLIES	WATER O/M	WATER	197.49
	VARIOUS OFFICE SUPPLIES	SEWER O/M	WASTEWATER	197.49
			TOTAL:	939.14
OVERHEAD DOOR CO.	OVERHEAD DOOR REPAIR- PLAT	GENERAL FUND	FIRE	60.00
	OVERHEAD DOOR REPAIR- PLAT	GENERAL FUND	AMBULANCE	60.00
			TOTAL:	120.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PAYLESS OFFICE PRODUCTS	CALENDAR, BUS. CARD HOLDER	GENERAL FUND	POLICE	44.90
	BATTERIES, RPT COVERS, PEN	GENERAL FUND	POLICE	132.49
	REPORT COVERS	GENERAL FUND	POLICE	34.28
	DISPLAY HOLDERS	GENERAL FUND	BUILDING & HOUSING	30.39
	DESK PAD CALENDAR	GENERAL FUND	BUILDING & HOUSING	13.89
	PRINTER TONER	GENERAL FUND	BUILDING & HOUSING	108.09
	TOTAL:			364.04
PLUMB SUPPLY	HANDLE REPAIR KIT	GENERAL FUND	CITY HALL	10.94
	TOTAL:			10.94
PRAXAIR DISTRIBUTION INC	OXYGEN	GENERAL FUND	AMBULANCE	82.68
	OXYGEN	GENERAL FUND	AMBULANCE	147.50
	OXYGEN & ACETYLENE TANKS	WATER O/M	WATER	41.34
	OXYGEN & ACETYLENE TANKS	SEWER O/M	WASTEWATER	41.34
	TOTAL:			312.86
RACOM CORPORATION	RETURN- RADIO EQUIP. STOCK	GENERAL FUND	POLICE	385.88
	TOTAL:			385.88
REFLECTIVE APPAREL FACTORY, INC	SAFETY PARKAS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	160.55
	TOTAL:			160.55
RELIABLE MAINTENANCE CO.	CLEANING SERVICES - PSB	GENERAL FUND	POLICE	1,750.68
	CLEANING SERVICES - CITY H	GENERAL FUND	CITY HALL	845.00
	TOTAL:			2,595.68
SCHNEIDER GRAPHICS, INC.	REMOVAL OF GRAPHICS-PATROL	GENERAL FUND	POLICE	260.00
	TOTAL:			260.00
SDS BINDERWORKS	HARD COPIES OF DATABASE	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	255.36
	HARD COPIES OF DATABASE	GENERAL FUND	PARKS & TRAILS	510.72
	HARD COPIES OF DATABASE	WATER O/M	WATER	127.68
	HARD COPIES OF DATABASE	SEWER O/M	WASTEWATER	127.68
	TOTAL:			1,021.44
SHERWIN WILLIAMS CO	TRIM PAINT	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	55.72
	PAINT -SALT BRINE BLDG.	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	57.74
	TOTAL:			113.46
SITEONE LANDSCAPE SUPPLY	HERBICIDE	GENERAL FUND	PARKS & TRAILS	65.88
	TOTAL:			65.88
SPRAYER SPECIALTIES INC	PART FOR BRINE TANK	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	20.30
	TOTAL:			20.30
STOREY KENWORTHY/MATT PARROTT	WATER BILLING ENVELOPES	GENERAL FUND	CITY ADMINISTRATOR	259.50
	LOGO ENVELOPES - CITY HALL	GENERAL FUND	CITY ADMINISTRATOR	264.38
	WATER ENVELOPES W/INDITIA	WATER O/M	WATER	1,218.00
	WATER BILLING ENVELOPES	WATER O/M	WATER	302.75
	WATER ENVELOPES W/INDITIA	SEWER O/M	WASTEWATER	1,218.00
	WATER BILLING ENVELOPES	SEWER O/M	WASTEWATER	302.75
	TOTAL:			3,565.38
TEAM SERVICES, INC	NW 55TH AVE IMPROVEMENTS	MERLE HAY EAST IMP	ROADS, BRIDGES	99.50
	NW BEAVER DR. RECONSTRUCTI	NW BEAVER DR./JOHNS	ROADS, BRIDGES, SIDEWA	264.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	363.50
TERMINAL SUPPLY CO	NYLON RINGS, TAPE AND SILI	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	107.85
			TOTAL:	107.85
TOMPKINS INDUSTRIES INC	FITTINGS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	42.87
			TOTAL:	42.87
TOTALFUNDS BY HASLER	JANUARY POSTAGE	GENERAL FUND	POLICE	173.23
	JANUARY POSTAGE	GENERAL FUND	FIRE	0.49
	JANUARY POSTAGE	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	8.97
	JANUARY POSTAGE	GENERAL FUND	PARKS & TRAILS	1.64
	JANUARY POSTAGE	GENERAL FUND	PLANNING & ZONING	36.12
	JANUARY POSTAGE	GENERAL FUND	CITY ADMINISTRATOR	29.49
	JANUARY POSTAGE	GENERAL FUND	CITY CLERK	4.37
	JANUARY POSTAGE	GENERAL FUND	FINANCE	146.38
	JANUARY POSTAGE	WATER O/M	WATER	384.78
	JANUARY POSTAGE	SEWER O/M	WASTEWATER	384.78
			TOTAL:	1,170.25
UNITED STATES POSTAL SERVICE	POSTAGE-DECEMBER WATERBILL	WATER O/M	WATER	1,282.12
	POSTAGE-DECEMBER WATERBILL	SEWER O/M	WASTEWATER	1,282.11
			TOTAL:	2,564.23
UNITYPOINT CLINIC-OCCUPATIONAL MED @ R	2016 DATA MEMBERSHIP DUES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	100.00
	RANDOM DOT DRUG TESTING/RE	GENERAL FUND	PARKS & TRAILS	37.00
	RANDOM DOT DRUG TESTING/RE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	37.00
			TOTAL:	174.00
UNIVERSAL PRINTING SERVICES	INSPECTION CARDS	GENERAL FUND	FIRE	150.00
			TOTAL:	150.00
UTILITY EQUIPMENT CO.	PURCHASE OF WATER METERS	WATER O/M	WATER	4,700.00
	INBOUND FREIGHT	WATER O/M	WATER	90.63
			TOTAL:	4,790.63
VAN METER, INC	CIR. BREAKER FOR BRINE BLD	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	180.23
	WIRE FOR BRINE BLDG.	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	157.03
			TOTAL:	337.26
VAN WALL GROUP	SYNTHETIC & CHAIN SAW OIL	GENERAL FUND	PARKS & TRAILS	116.64
			TOTAL:	116.64
VERIZON WIRELESS	HEXAGRAM C-PHONE SERVICES	WATER O/M	WATER	237.61
	HEXAGRAM C-PHONE SERVICES	SEWER O/M	WASTEWATER	237.61
			TOTAL:	475.22
WASTE MANAGEMENT OF IOWA	RECYCLING SERVICES	GENERAL FUND	CROWN POINT	12.50
			TOTAL:	12.50
WEST DES MOINES POLICE DEPARTMENT	TEXTBOOKS FOR TRAINING	POLICE TRUST - STA	POLICE	228.00
			TOTAL:	228.00
WEST SIDE MECHANICS	FIRE PUMP REPAIR	GENERAL FUND	FIRE	349.42
	FIRE PUMP REPAIR	GENERAL FUND	FIRE	610.39
			TOTAL:	959.81

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WINDSTREAM IT-COMM.LLC.	FIBER OPTIC SERVICES	GENERAL FUND	POLICE	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	FIRE	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	AMBULANCE	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	LIBRARY	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	PARKS & TRAILS	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	BUILDING & HOUSING	106.11
	FIBER OPTIC SERVICES	GENERAL FUND	PLANNING & ZONING	106.11
	FIBER OPTIC SERVICES	GENERAL FUND	CITY ADMINISTRATOR	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	CITY CLERK	106.12
	FIBER OPTIC SERVICES	GENERAL FUND	FINANCE	106.12
	FIBER OPTIC SERVICES	WATER O/M	WATER	53.06
	FIBER OPTIC SERVICES	SEWER O/M	WASTEWATER	53.06
				TOTAL:
WINTER, DAVID AND DOROTHY	NW 57TH AVE- PERM. EASEMEN MERLE HAY EAST IMP ROADS, BRIDGES			13,300.00
			TOTAL:	13,300.00
WINTER, DAVID C. & DOROTHY J.	TEMP. EASEMENT, TREE COMPE MERLE HAY EAST IMP ROADS, BRIDGES			6,700.00
			TOTAL:	6,700.00
XEROX CORPORATION	BASE CHARGE FOR COPIER	GENERAL FUND	CITY ADMINISTRATOR	48.81
				TOTAL:
ZIEGLER INC	FILTERS AND PINS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	117.69
				TOTAL:

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===== FUND TOTALS =====
010 GENERAL FUND                59,233.94
040 EQUIP REPLACEMENT RESERVE   45,830.12
127 T.I.F. #3 NW 62ND AVE       110.00
140 ROAD USE TAX                 28,167.29
167 POLICE TRUST - STATE        228.00
170 SENIOR CITIZENS              96.51
334 MERLE HAY EAST IMPROVEMEN  20,099.50
340 TERRA LAKE                   2,171.00
344 NW BEAVER DR/JOHNSTON DR    264.00
601 WATER O/M                   166,093.57
631 SEWER O/M                    12,650.64
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GRAND TOTAL:                    334,944.57
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
ARBORVANTAGE INC.	Ash Tree Removal	GENERAL FUND	PARKS & TRAILS	8,719.98	
	Remove Cottonwood Tree	TREES	TREES	2,900.00	
	Stump Grinding	TREES	TREES	250.00	
	TOTAL:			11,869.98	
CAPITAL CITY EQUIPMENT CO	Front Blade for Snow Plow	GENERAL FUND	PARKS & TRAILS	1,697.00	
	TOTAL:			1,697.00	
IOWA ASSN OF MUNICIPAL UTILITIES	CIASSO DUES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	321.94	
	CIASSO DUES	GENERAL FUND	PARKS & TRAILS	321.94	
	CIASSO DUES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	321.94	
	CIASSO DUES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	0.01	
	CIASSO DUES	WATER O/M	WATER	321.94	
	CIASSO DUES	SEWER O/M	WASTEWATER	321.94	
	TOTAL:			1,609.71	
KECK INC	FED OIL SPILL	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	8.50	
	IA GASOHOL TAX	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	1,465.29	
	IA UST	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	50.01	
	FED LUST TAX	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	5.00	
	UNLEADED FUEL	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	5,793.66	
	FED OIL SPILL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	5.70	
	IA UST	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	30.02	
	FED LUST TAX	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	3.00	
	DIESEL FUEL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	3,374.55	
	FUEL PURCHASE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	0.63	
	TOTAL:			10,736.36	
	KIESLER POLICE SUPPLY	SHOTGUNS (replacements)	GENERAL FUND	POLICE	2,611.75
		TOTAL:			2,611.75
POWER DMS	SOFTWARE	POLICE TRUST - STA POLICE		3,012.00	
	TOTAL:			3,012.00	
STAR EQUIPMENT	REPAIR OF CRACK SEALER	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	5,962.76	
	TOTAL:			5,962.76	
VAN-WALL EQUIPMENT	John Deere Zero Turn Mowe	GENERAL FUND	PARKS & TRAILS	5,720.44	
	TOTAL:			5,720.44	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SMITH'S SEWER SERVICE	CONTRACT SEWER LABOR	SEWER O/M	WASTEWATER	1,350.00
			TOTAL:	1,350.00

===== FUND TOTALS =====	
631 SEWER O/M	1,350.00

GRAND TOTAL:	1,350.00
