JOHNSTON CITY COUNCIL
Worksession No. 16-07
Johnston City Hall, 6221 Merle Hay Road
March 21, 2016
6:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. BOOK OF VALUES/APPRAISALS DISCUSSION

4. DISCUSS ARCHITECTURAL STANDARDS FOR THE WINDSOR OFFICE PUD AS REQUESTED BY SLINGSHOT ARCHITECTURE

5. DISCUSS A POTENTIAL COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT AND REZONING TO ALLOW MEDIUM AND HIGH DENSITY RESIDENTIAL USES WITHIN WINDSOR OFFICE PARK

6. CAPITAL CROSSROADS LOCAL GOVERNMENT COLLABORATION – HUMAN RESOURCES and LIBRARY SERVICES

7. DISCUSS CONSIDERATION OF A COMPLETE STREETS POLICY

Posted on March 18, 2016 at www.cityofjohnston.com, Johnston City Hall, Johnston Public Works, and Johnston Public Library.

ITEM NO. WS4

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
WORK SESSION
March 21, 2016

Johnston
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SUBJECT: Discuss Architectural Standards for the Windsor Office Park PUD as requested by Slingshot Architecture.

SYNOPSIS:

Slingshot Architecture, representing a client, has contacted City staff inquiring about materials for construction of a new building in Windsor Office Park. The inquiry is in regards to allowing stone masonry as an alternative to brick as it applies to architectural standards for Windsor Office Park.

Windsor Office Park is zoned via Ordinance 724. The ordinance requires that buildings shall adhere to the architectural requirements for NW 86th Street. These standards require any facade facing the street to be composed of at minimum 50% brick, excluding glass, and all sides of any building must be composed of 75% permanent material.

In January 2015, the City Council approved Resolution 15-09 which allows stone masonry as an alternative for brick on Lot 16 Windsor Office Park. The architectural standards that Resolution 15-09 allowed are shown below. The architect is looking to have this building have a similar design to the building constructed on lot 16.

Architectural Standards Lot 16, Windsor Office Park Plat 1.

Lot 16 of Windsor Office Park Plat 1 shall be exempted from Section 3.D. above, and shall be permitted to utilize 11% brick and 41% stone on the north elevation and 12% brick and 58% stone on the west elevation (both facing Thomas Avenue) per the elevation drawings submitted by Slingshot Architecture dated 12/12/2014 for a proposed mixed-use building to house a law office and second story residence. In addition, mixed-use structures proposed on Lot 16 shall be permitted to utilize the following percentages of cedar siding per each elevation:

- East: 28%
- West: 30%
- North: 48%
- South: 39%

RECOMMENDATION: Direction to Staff and Applicant.

Attachments: Request Cover Letter
Potential Architectural Elevations

SLINGSHOT
ARCHITECTURE

December 10th, 2014

Aaron Wolfe
Senior Planner
City of Johnston
6221 Merle Hay Road
Johnston, Iowa 50131

RE: New Office building:
Premier Lending Alliance
8831 Thomas Avenue
Johnston, Iowa 50131

Dear Mr. Wolfe,

Slingshot Architecture has been retained for the design of Premier Lending Alliance's new building to be constructed at 8831 Thomas Avenue. We are in the process of submitting the application for development and are requesting a workshop to review the design of the building with the city council.

In particular we wish to review Chapter 166.35.2.C in the Code of Ordinances and how they apply to this new structure. As designed our client and the design team feels we are crafting a building that recognizes, as the ordinance states, "the importance of material strength and permanency through the selection of building materials and the principle of structural strength and permanency shall dominate the structural and exterior materials and components."

In the attached elevations and renderings the primary materials of the building are stone, metal flat seam panels, and rain-screen cedar, with the stone comprising the majority of the building wall area . These materials are used in a manner to delineate on the exterior of the building the uses of office, meeting, and reception. The attached elevations indicate the use and percentages of total wall area excluding glass of each material. We request that the council review the application of rain screen cedar per 166.35.2.G paragraph 2 for this project.

Chapter 166.35.2.C states, *"the primary material shall constitute at least 75% of the wall area excluding glass. The primary material shall consist of a combination of brick, architectural concrete panels, textured concrete block, or architectural steel, or stone panels. The standard shall apply to all sides of any building. The remaining exterior material shall be considered as building trim. For the purposes of this section, trim is defined as an ornamental design feature, that when removed does not significantly alter the appearance of the building. It would commonly consist of building elements like moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledgement. The maximum amount of trim on the wall area, excluding glass, shall not exceed 25 percent. No wood, masonite, asphaltic exterior wall or roof material, aluminum or steel siding, non-architectural sheet metal, non-textured concrete block, stucco, vinyl, E.I.F.S. (Exterior Insulation and Finish Systems) or other similar materials shall constitute a portion of any building, except as trim."*

Cedar was chosen to clad the entry to give it a warmer feel and be a durable wood finish for the owner. The majority of the cedar is set back from the stone walls as shown in the attached renderings.

Each elevation is composed of cedar in the following percentages:

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T 515-243-0074

- East Elevation: 21%
- West Elevation: 12%
- North Elevation: 11%
- South Elevation: 3%
- This is tabulated as flat area as shown on the attached elevations. Refer to the renderings for the formal composition of the building. All percentage calculations exclude the glazing area.

The proposed building intends to use a rain-screen application of the siding. The cladding will be properly ventilated and pressure equalized, thus limiting the intrusion of moisture. The ventilation developed in the wall drys any moisture that may have entered the cladding itself and allows moisture to gravity drain out the bottom of the wall. This drained and back-ventilated approach has been used on many buildings through out the metro area, with wood applications. With the control of moisture behind the wall the possibility of mildew and rot are significantly reduced. The cedar cladding becomes more stable (the system controls expansion and contraction), durable, and more resistant to cracking, splitting and checking. The owner has also expressed that they do not desire to let the wood weather to it's natural patina. They will maintain the finish in a manner to not allow the material to weather. When designed and installed properly in this application the siding will meet the intent of the durability requirements set forth in the Code of Ordinances.

Within the above ordinances and the standards set forth the NW 86th Street Guidelines the elevations of the building show our proposal to utilize stone instead of brick. The Windsor Park Covenants require brick as the pre-dominate material on lots 1-3 of the office park. This project is location on Lot 6, facing Thomas Avenue. We are requesting the city and council to view brick and stone as comparable masonry materials on the elevations to meet the requirements of the NW 86th Street Guidelines.

Attached you will find our current site plan, elevations with material tabulations, 3-d renderings of the proposed project, and images of projects utilizing rain-screen wood cladding.

Respectfully submitted,

Eric Wessels, AIA
Project Architect

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SLINGSHOT
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Blue Moon, West Des Moines, IA

NDC Mixed Use Building, Des Moines, IA

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Waukee Community Center, Waukee, IA

Buzzard Billy's, Des Moines, IA

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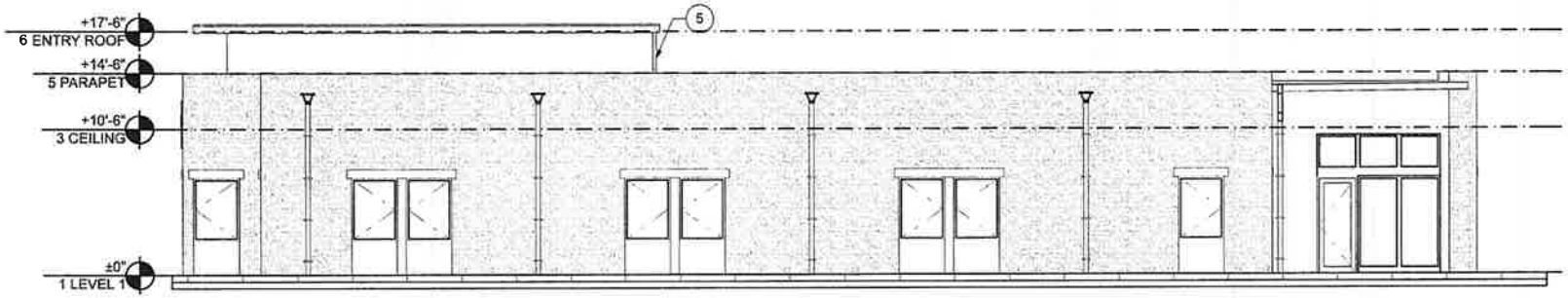
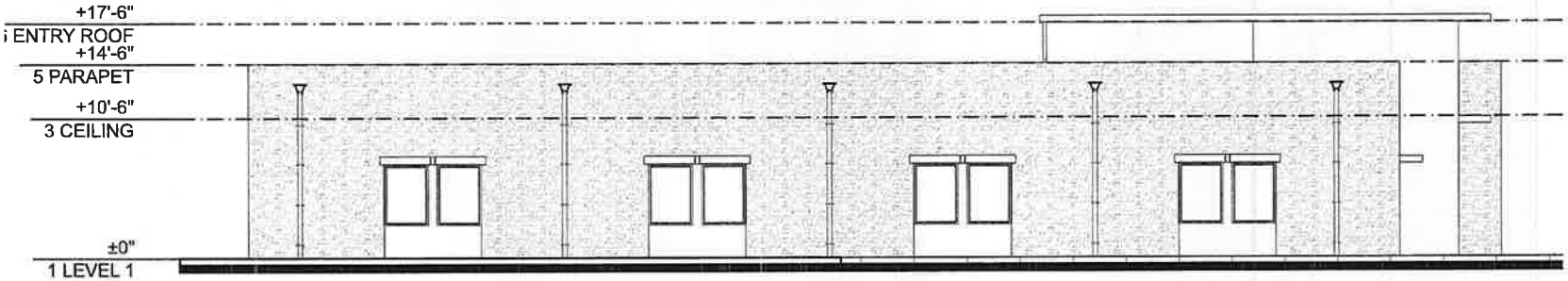


MATERIALS	
1442 SF TOTAL	
210 SF GLASS	
1232 SF PERM.	
907 SF STONE	74%
64 SF METAL	5%
261 SF WOOD	21%

1 A.0.8 EAST ELEVATION

SCALE: 1/8" = 1'-0"



MATERIALS	
1442 SF TOTAL	
120 SF GLASS	
1322 SF PERM.	
1104 SF STONE	83%
64 SF METAL	5%
154 SF WOOD	12%

2 A.0.8 WEST ELEVATION

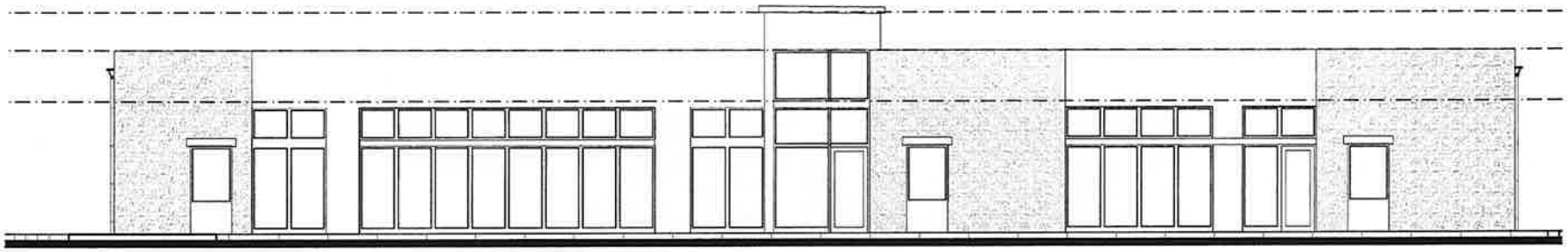
SCALE: 1/8" = 1'-0"

SHOTLING
ARCHITECTURE

PREMIER LENDING ALLIANCE

3/15/16

MATERIALS	
1675 SF TOTAL	
585 SF GLASS	
1090 SF PERM.	
554 SF STONE	52%
498 SF METAL	45%
38 SF WOOD	3%

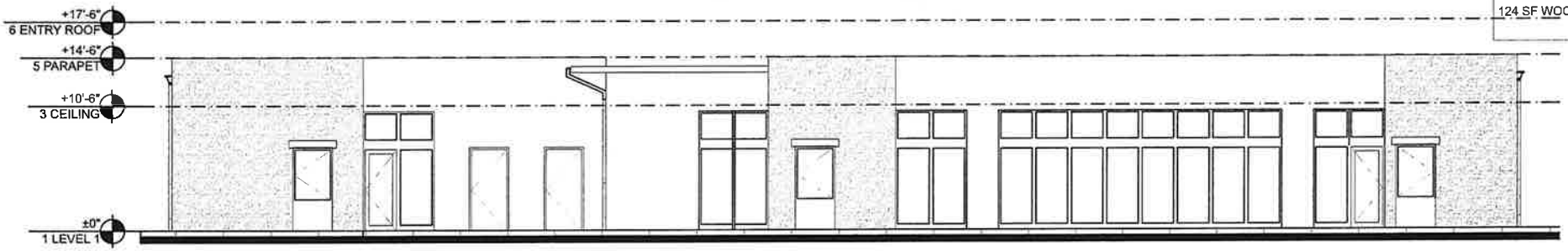


2 A.0.9

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

MATERIALS	
1442 SF TOTAL	
525 SF GLASS	
1150 SF PERM.	
475 SF STONE	41%
551 SF METAL	48%
124 SF WOOD	11%



1 A.0.9

NORTH ELEVATION 1/8"

SCALE: 1/8" = 1'-0"

SHOTLING
ARCHITECTURE

PREMIER LENDING ALLIANCE

3/15/16

PREMIER LENDING ALLIANCE

A.0.5

ENTRY

BACK ENTRY

SHOTLINE

PREMIER LENDING ALLIANCE

A.0.6

STREET FROM EAST

STREET FROM WEST

ITEM NO. WS 5

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
Work Session
March 21, 2016

SUBJECT: Discuss a potential Comprehensive Plan Future Land Use Map amendment and rezoning to allow medium and high density residential uses within Windsor Office Park located north of Windsor Parkway and west of NW 86th Street.

SYNOPSIS:

McClure Engineering, on behalf of Hubbell Realty Company, has requested the city initiate the process to amend the Windsor Office Park PUD. Attached is the letter detailing their request and how they wish to have the PUD amended. They do plan to have a neighborhood meeting on March 31st and would like to begin the discussion with the City Council tonight about this concept. This process would require the Johnston 2030 Comprehensive Plan's Future Land Use Map to be amended.

BACKGROUND:

Windsor Office Park was approved in August of 2002 and was zoned PUD via the Windsor Office Park PUD, Ordinance 652. This ordinance was amended in 2005 via Ordinance 724. Multiple minor amendments to the PUD via resolutions have been approved over time.

The area being petitioned to be amended is within Parcel C of the PUD. This parcel allows for land uses permitted in the Professional Commerce district (PC) and limited light commercial (C-1) land uses are permitted on select lots in Parcel C. Mixed Use residential is allowed on lots 4 through 20. With this request the permitted land uses would be changed to medium density and high density residential land uses on the lots listed in the submitted letter.

The most recent request to amend the PUD in this area was in 2015. This request was to allow for high density housing west of NW 90th Street, PZ Case 15-08. A petition against the proposed amendment was submitted to the City Council. Prior to proceeding with the request, the City Council decided to commission a task force to study whether the quantity of designated land or the location of such for high density housing in Johnston was adequate under the current future land use map. The task force that led the study didn't make a recommendation on the quantity or location of high density housing within the city but did create a set of criteria to consider when reviewing a request to amend the comprehensive plan. This set of criteria was adopted by the City Council and is listed below.

1. Is there a demand in the community for the proposed use?

- Current supply/demand, vacancy/occupancy rates, etc.
- Short and long-term projections for the existing and proposed uses

2. What benefits would be generated by the proposed use as compared to the existing use? What negative impacts would be caused by the proposed use?
3. What is the history of the property? Are there impediments to marketing/developing the site pursuant to the existing use that are unique and distinguish the site from other properties in the community? Are there any factors or criteria unique to the site or area under study that would argue for or against the proposed use?
4. Is there or can adequate land use transitions be provided between existing uses and the proposed use? Can buffers and site design be incorporated to minimize the impact on neighboring property owners? What impact is there to existing development sight lines?
5. What are the impacts and is there capacity on the property and within the surrounding area to support the proposed use in the following areas:
   - Roadway network/traffic
   - Utilities (water, sewer, stormwater management)
   - Services and amenities (typically available to support the proposed use)
   - What are the property tax implications that would result from the proposed change?
6. What impacts would the proposed use have on existing neighboring properties? Would the proposed use have comparable impacts on neighboring properties as impact of a project that would be consistent with the current comprehensive plan?
7. What impact will the the proposed use have on the balance of development mix in the community? What is the land availability within the community for uses similar to the proposed and existing land use designations?

COMPREHENSIVE PLAN:

The Johnston 2030 Comprehensive Plan was adopted in December of 2010. The plan includes a future land use map detailing the envisioned use of land throughout Johnston. Windsor Office Park is currently envisioned to be used for business park and neighborhood mixed use. In order for an amendment to this PUD to be approved it must be consistent with the future land use map's vision of the land use. In the case of this request the map would need to be amended to show a future land use of medium density residential on the lots to the west of 90th Street and high density residential on the lots to the east of 90th Street. Below are the definitions of these land uses as used by the comprehensive plan.

Medium Density Residential (MDR) includes residential uses at densities that range from five to eight units per acre. MDR accommodates a mix of housing types including single-family detached, twinhomes, and lower

	density townhomes. **High Density Residential (HDR)** includes multi-family housing at densities exceeding eight units per acre. Uses in this category include townhomes, row houses, apartments, condominium buildings and senior housing.
RECOMMENDATION:	Direction to staff and applicant.

Attachments:

Request Letter
Proposed Design Concept
Proposed Building Elevations
Windsor Office Park PUD, Ordinance 724
Johnston 2030 Comprehensive Plan's Future Land Use Map

McCLURE™
ENGINEERING Co

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Clive, IA 50325
P 515.964.1229
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March 15, 2016

David Wilwerding, AICP
City of Johnston
6221 Merle Hay Road
Johnston, IA 50131

RE: Windsor Office Park PUD Amendment
MEC# 20215024-00

Dear Mr. Wilwerding,

On behalf of the applicant, Hubbell Realty Company, we respectfully request City Council to initiate a PUD Amendment for portions of Parcel 'C' of the Windsor Office Park PUD. The platted lots being affected are Lots 7, 8, and 10-15. Enclosed you should find supporting this request:

- Project Concept Sketch
- Building Elevations for the Bristow and Cayman townhome units

Preliminary elevations for the Senior Housing project will be provided later this week as soon as they are finished.

For Lots 7, 8, 10 and 11, the following changes are being proposed:

- Allowable uses permitted within Lots 7, 8, 10 & 11 of Windsor Office Park Plat 1 include: Senior Housing, Assisted Living and Senior Cooperative Housing.
- A 20' landscape buffer will be added along Lots 7 & 11 for these land uses.
- Maximum Density of 16.0 units/acre
- Maximum Height = 60'
- Architectural Standards to comply with Zoning Code Section 166.35 (2.B.)

For Lots 12, 13, 14 and 15, the following changes are being proposed:

- Allowable uses permitted with the R-3 zoning district
- Maximum Density of 8.0 units/acre
- 50' front, rear and side setbacks around the perimeter of the site
- 16' minimum building separation, 10' deck/patio minimum separation
- Buffer requirements per Zoning Code Section 166.34
- Architectural Standards to comply with Zoning Code Section 166.35 (2.B.)

The proposed amendment will allow for a more gradual transition from single family residential lots, to townhomes, to senior housing and finally commercial along 86th.

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In addition, a larger side setback along the west side of Lot 15 is being proposed to further separate the existing homes to the west from the proposed townhomes shown in the concept plan.

Given the previous attempts to amend this area, we are planning on having a neighborhood meeting on Thursday, March 31st at 5:30 PM in the HBA office in Johnston to allow the neighboring residents to see the proposed projects and to ask questions.

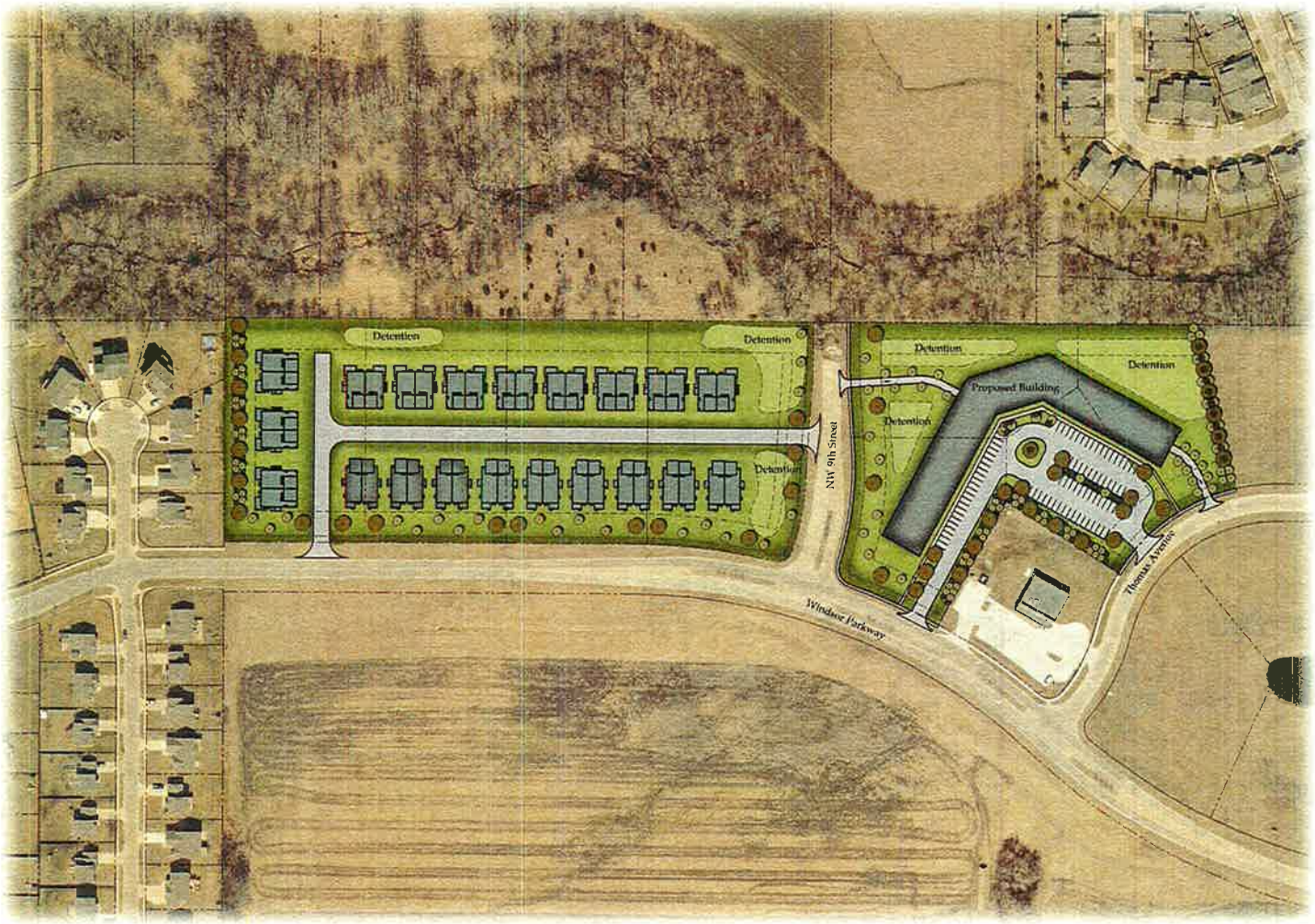
Please review and let me know if you have any questions or need anything else.

Sincerely,

McClure Engineering Company

Caleb Smith, PE
Development Team Leader

Enclosures
CC: Steve Niebuhr, Hubbell Realty
Kris Saddoris, Hubbell Realty
Joe Pietruszynski, Hubbell Realty
Dean Roghair, Civil Design Advantage
File



Windsor Office Park

Johnston, Iowa

March 2016

HUBBELL REALTY COMPANY

CIVIL DESIGN ADVANTAGE

CAYMAN

Hubbell HOMES
We Give You MORE!

Bedrooms: 2 **Baths:** 2 **Garages:** 2 **Sq Ft:** 1,361

Individual Home Dimensions: 34′ x 70′

ELEVATION

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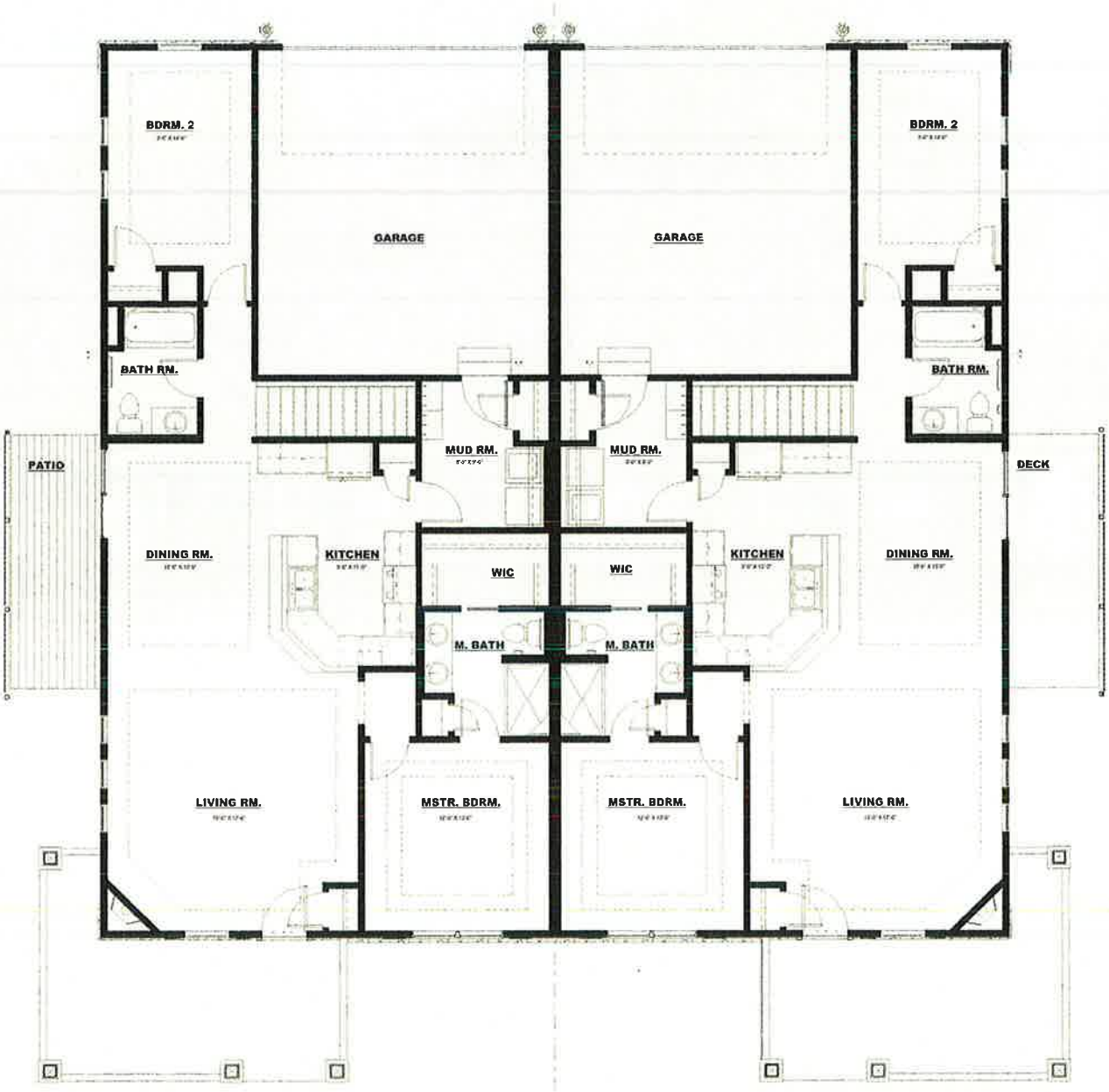
CAYMAN

Hubbell HOMES
We Give You MORE!

Bedrooms: 2 **Baths:** 2 **Garages:** 2 **Sq Ft:** 1,361

Individual Home Dimensions: 34′ x 70′



MAIN

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We Give You MORE!

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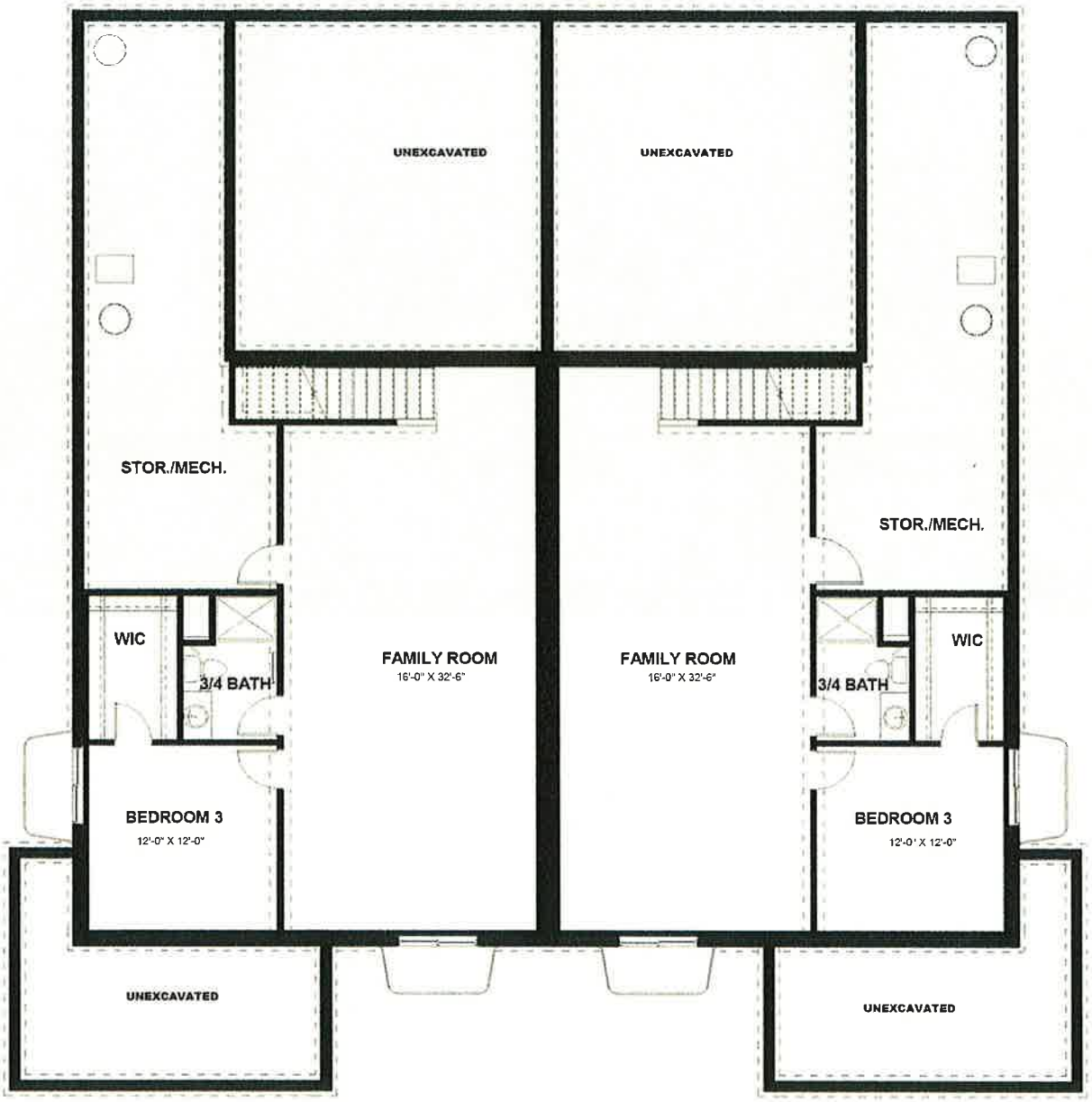

OPTIONAL LOWER LEVEL FINISH

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BRISTOW

Hubbell HOMES
We Give You MORE!

Bedrooms: 2 **Baths:** 2 **Garages:** 2 **Sq Ft:** 1,311

Individual Home Dimensions: 26′ x 70′

ELEVATION

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Hubbell HOMES
We Give You MORE!

Bedrooms: 2 **Baths:** 2 **Garages:** 2 **Sq Ft:** 1,311

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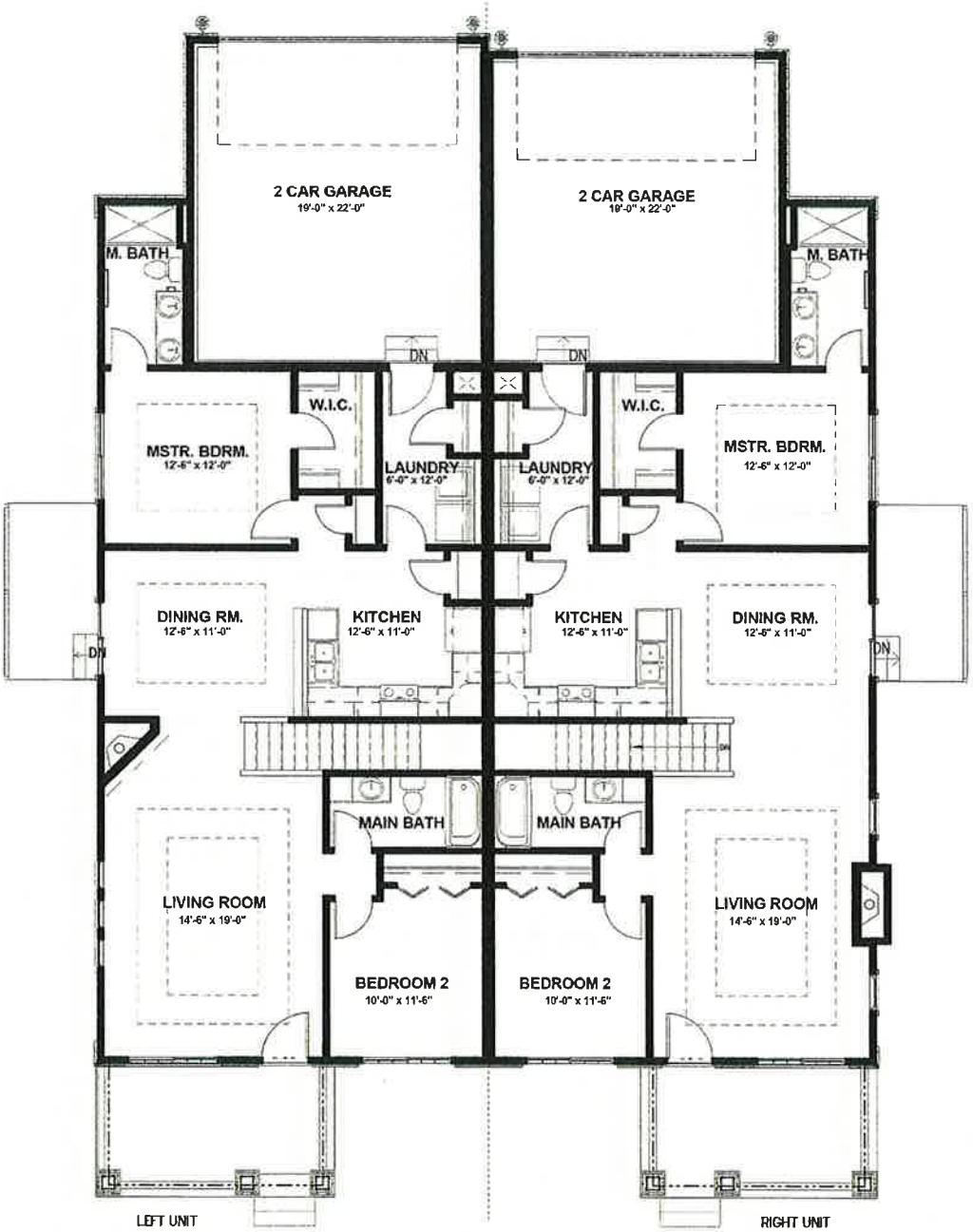

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We Give You MORE!

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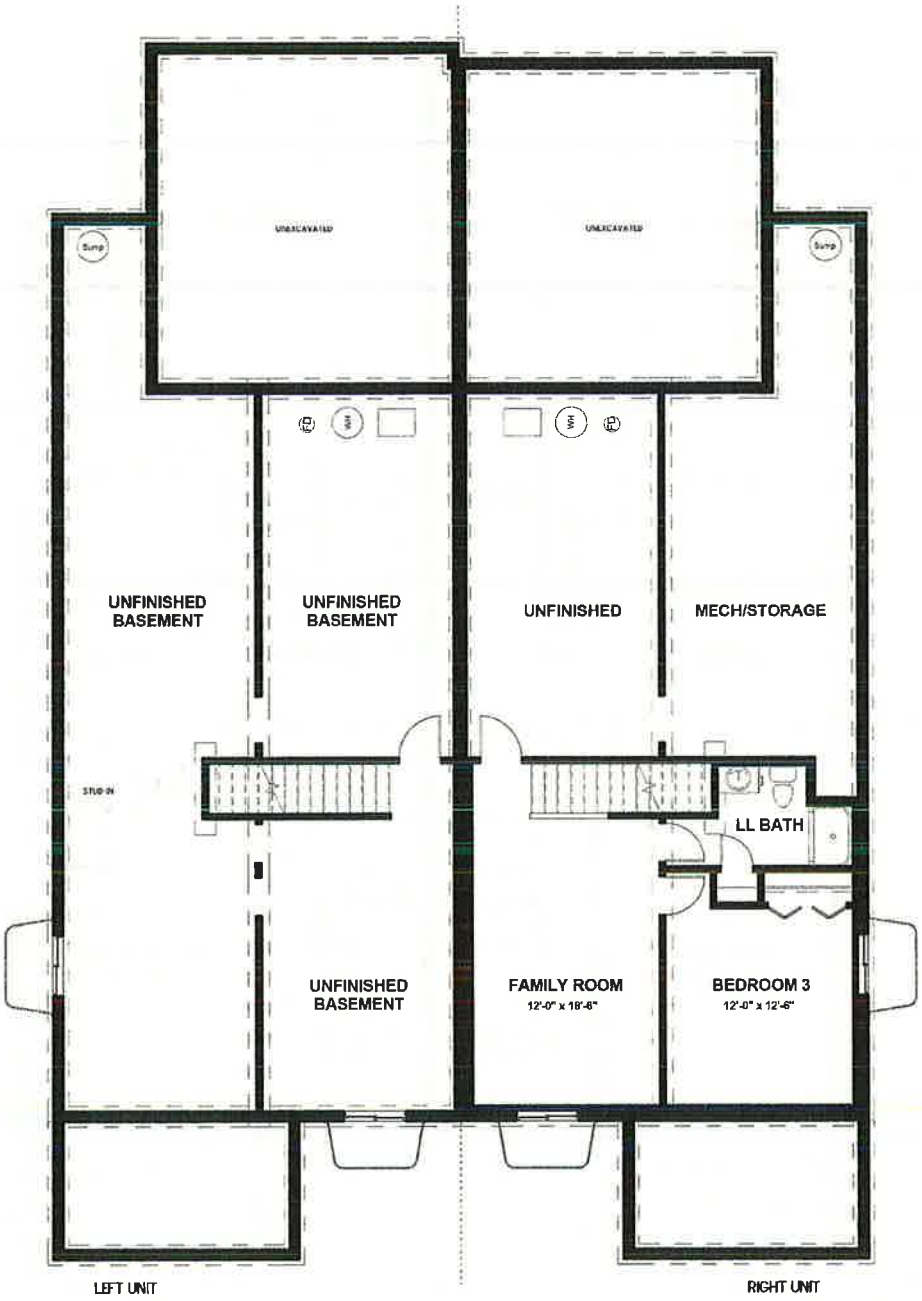

LOWER

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ORDINANCE NO. 724

AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 1999 BY AMENDING THE WINDSOR OFFICE PARK PUD (ORDINANCE 652) TO ALLOW LIMITED RETAIL AND SECOND STORY RESIDENTIAL USES.

Now Therefore, Be It Enacted by the City Council of the City of Johnston, Iowa that:

SECTION 1. PURPOSE. The purpose of this ordinance is to replace Ordinance 652 to amend the Windsor Office Park PUD to allow limited retail and second story residential uses within the development.

SECTION 2. OFFICIAL PUD AMENDMENT. Ordinance 652 is hereby repealed and replaced with the provisions noted within this Ordinance. The following legally defined property is hereby included within the Windsor Office Park PUD:

Lots 1 to 22 and Outlot Z, Windsor Office Park Plat 1, an official plat, City of Johnston, Polk County, Iowa.

SECTION 3. MASTER PLAN PROVISIONS. In accordance with Section 17.10.180.4 adopted herewith is the Master Plan for the above-described area being rezoned to Planned Unit Development consisting of the following development policies:

PUD Master Plan A conceptual plan for the development of the Planned Unit Development is hereby adopted as a PUD Master Plan to guide development of the area. The plan for Windsor Office Park as prepared by Civil Engineering Consultants and dated May 23, 2002 is hereby adopted. The master plans and those additional guidelines as identified herein shall constitute the zoning requirements of the properties.

It is the general purpose of this PUD to establish land uses and development requirements that are compatible with the land uses in the vicinity and achieve an exemplary professional office park. If it can be shown that the intent and purpose of these guidelines can be met through another means, the City Council can approve them in combination with a Site Plan Review.

A. Collector Street Standards. The PUD Master Plan shall accommodate turning lanes at the intersections of collectors within the projects. No parking would be allowed on Windsor Parkway. Right-of-way and pavement width shall be as follows:

1. Windsor Parkway west of NW 86th Street at 100': 5-lane roadway.

2. Windsor Parkway west of Parcels A & B; 80: 31', 37' with turning lane. ROW may drop to 70 feet in width where turning lanes or tapers do not exist.

3. NW 92nd Street; 2-lanes in 60'-80' ROW, 31'-37' with turning lane.

4. Extension of Windsor Drive to Greenwood Hills; 2-lanes, 60' ROW, 31'.

5. North Access Drive off NW 86th Street; 2-lanes, 60'-80' ROW, with turning lane at Windsor Parkway and NW 86th Street.

B. NW 86th Street Intersections with proposed and existing Windsor Parkway and new intersection. Developer to provide right-of-way and make the improvements to the intersection as required for the project. Improvements shall be designed in accordance with capacity requirements in accordance with the traffic analysis and subject to final City Council approval.

C. Land Use.

1. Parcel A is designated in the Comprehensive Plan as Business Park / Office. The land uses established for Parcel A shall be consistent with the general use restrictions of District PC, Professional Commerce Park, and commercial uses complimentary to a business park, including restaurants and cafes (drive-in facilities not permitted), lounges (only in conjunction with a restaurant), coffee shops, banks and similar financial institutions (drive-in facilities permitted), and other similar uses as approved by the City Council. Strip mall type structures will not be allowed.

2. Parcel B is designated in the Comprehensive Plan as Business Park Commercial. The land uses established for Parcel B shall be consistent with the general use restrictions of District PC, Professional Commerce Park, and commercial uses complimentary to a business park, including restaurants and cafes (drive-in facilities not permitted), lounges (only in conjunction with a restaurant), coffee shops, banks and similar financial institutions (drive-in facilities permitted), book stores, office equipment and supply stores, drug stores (drive-in facilities permitted), postal services, copy centers, and other similar uses as approved by the City Council. Strip mall type structures will not be allowed.

3. Parcel C is designated Business Park / Office. Permitted land uses shall consist of those permitted in District PC.

   i) **Uses permitted in District C-1 shall be permitted within Lots 9, 10, 16, 17, 18, 19 and 20, of Windsor Office Park Plat 1, with the following exceptions:**

      Automobile Parts Store, excluding parts installation and repair

      Liquor Stores

      Lounges, when in conjunction with a restaurant

      Pet Shops

      Tobacco Stores

Veterinary Clinics for household pets on an out-patient basis only, no overnight boarding or lodging except by Special Use Permit

The display of merchandise outside the building and the storage of merchandise or materials shall not be permitted

Convenience stores shall not be permitted, even by a Special Use Permit

Stand alone big box retail establishments shall be prohibited.

ii) **Mixed-use buildings with residential on the second story shall be allowed within Lots 4 to 20 of Windsor Office Park Plat 1, provided such mixed use buildings are reasonably designed to protect the residential use from noise or other similar matters associated with the commercial/office use. Residential uses of such mixed-use buildings shall not exceed the densities allowed in an R-4 zoning district. Garages for such residential units shall be located in the rear of such proposed buildings. The use of residential units is further restricted to residential apartment units and Horizontal Property Regimes, as defined under the provisions of *Iowa Code* Chapter 499B, or other related provisions; provided however the land use classification used for calculating real estate taxes shall not be changed from commercial to residential.**

4. Parcel D is designated in the Comprehensive Plan as Business Park / Office. Permitted land uses shall consist of those permitted in District PC.

D. Architectural Standards. The project shall adhere to the architectural requirements for NW 86th Street, which requires brick as the predominant material on the facades.

E. Buffers. Provisions for buffers shall adhere to the requirements of Section 17.50.030. A development may request a reduction or waiver which the City Council may or may not grant as part of the resolution approving individual site plans. The developer is responsible for the entire buffer within the property boundaries

F. Setbacks. The building setbacks for all parcels shall adhere to PC setbacks (front, 50'; rear, 50'; side, 20'). A 50-foot building setback is required adjacent to any R District boundary.

G. Parking setback. All parking areas and driveway aisles shall setback 15 feet from public right-of-way.

H. Building Heights. Building heights are to be restricted contiguous to the south and west boundaries of the project which abut existing or future platted single-family lots to preserve the existing views that are an asset to the area. Building heights shall be restricted to the building heights of existing contiguous dwelling units. Building heights, for the purposes of this provision, shall be measured at the ridgeline or top of the parapet wall as opposed to the average height of the building. Building heights

may increase one foot for each 10 feet of additional setback from the perimeter 50-foot building setback line.

I. Open Space. The open space ratio of the PUD shall consist of 30 percent. The computation of the 30 percent would include the areas set aside for buffers as is typically done.

J. Landscaping. The parkway shall be a distinguishing feature and unifying element of this project. Particularly the locations on Windsor Parkway where it intersects with collectors and with NW 86th Street. The developer shall submit a landscaping plan for street trees and other landscape elements. The plan may be implemented through efforts of the developer of the office park or the individual site developments. The landscape plan shall also address NW 86th Street. The landscape plan shall be approved prior to or in combination with any subdivision plat or approval of any construction plans for public improvements.

K. Trail. Developer to provide pedestrian and trail access easements for both an east-west trail and a north-south trail through the subject site in conjunction with the subdivision improvements. A north-south connection shall be developed that would be located on the west boundary of the site or at a central location perhaps following the collectors. The trails extension northward could intersect with another planned trail north of NW 62nd Avenue and approximately ¼ mile west of NW 86th Street. This would also afford a safe crossing of NW 62nd Avenue for trail users if the collector intersection on NW 62nd Avenue is signalized in the future.

L. Parkland. Developer to dedicate 3.75 acres of tillable land (no drainage ways or ditches) for parkland in the southwest portion of Parcel D in a configuration satisfactory to the City Council, after input from the Park Advisory Board and the Planning & Zoning Commission. The dedication to occur upon the platting of Parcel D from an outlot to platted lots.

M. Signage. All signage be restricted to building signs and monument (ground) signs, excluding the normal directional and informational signs as allowed by the zoning ordinance. All building signs to be individual letters mounted on the wall or on a raceway.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the Council this _____ day of _____, 2005.

Brian J. Laurenzo

BRIAN J. LAURENZO, MAYOR

ATTEST:

Stephanie L Reynolds

STEPHANIE L. REYNOLDS, CITY CLERK

1st Reading: October 3, 2005

2nd Reading: Waived

3rd Reading: Waived

Passed: October 3, 2005

Signed: October 3, 2005

Published: October 7, 2005

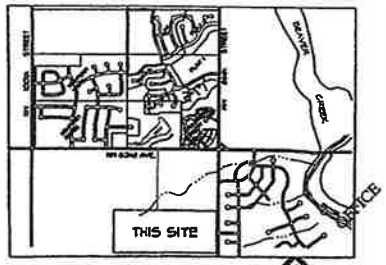
ROLL CALL VOTE:

	1st Reading		2nd Reading		3rd Reading	
	Aye	Nay	Aye	Nay	Aye	Nay
Dierenfeld	✓					
Davis	✓					
Temple	✓					
Wilson	✓		Waived		Waived	
Underwood	✓					

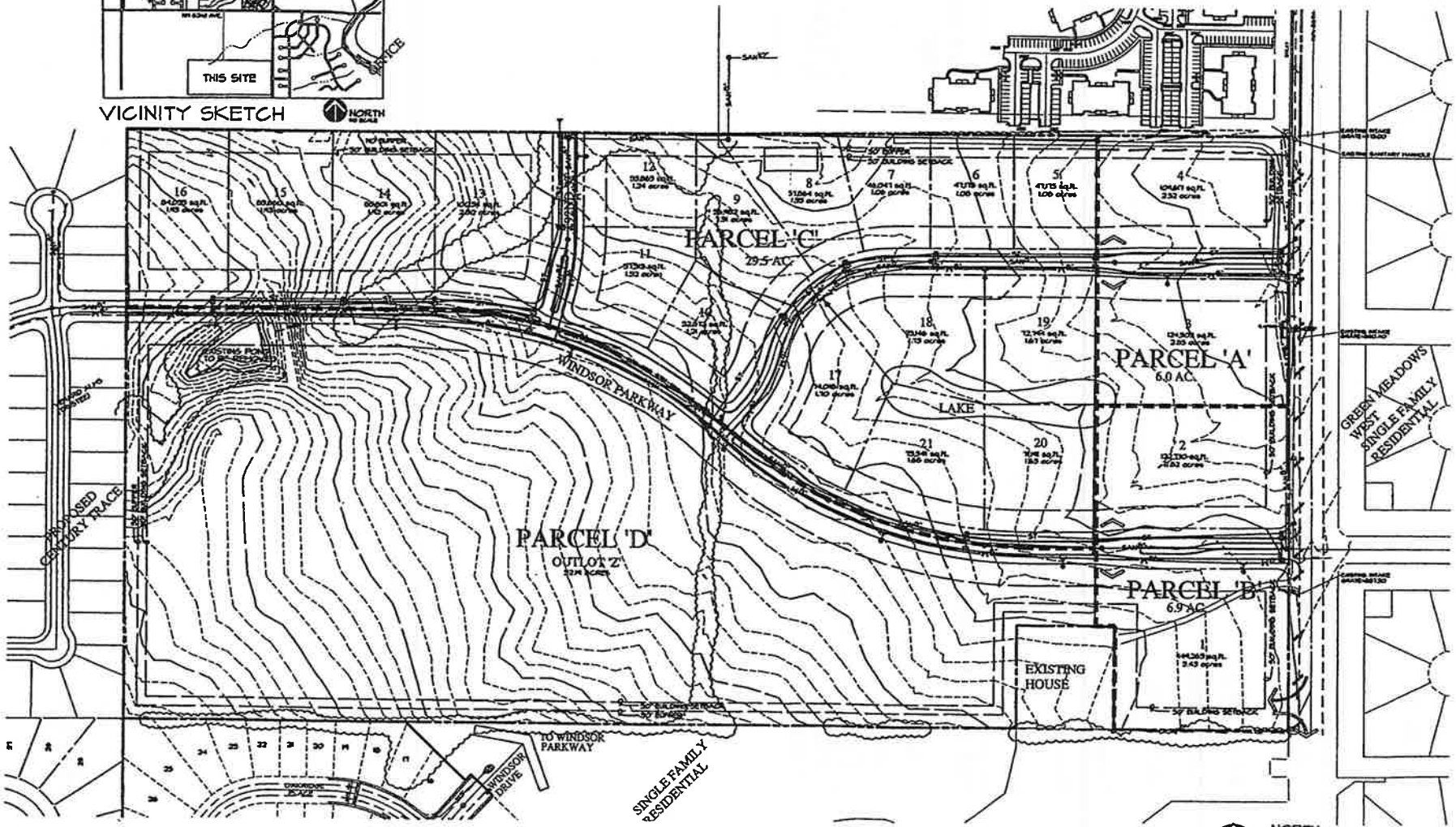
CITY OF JOHNSTON
CITY DEVELOPMENT
5/30/02
PZ02-15

P.U.D. MASTER PLAN

WINDSOR OFFICE PARK



VICINITY SKETCH



DATE: MAY 23, 2002

LAC
LANDSCAPE ARCHITECTURAL CONSULTANTS, INC.
A DIVISION OF CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET, UNIT 12 DES MOINES, IOWA 50322-4379
PHONE: 515.276.9898 FAX: 515.276.7084

A-1201

Q:\A-FILES\A-1200\A1201\a1201PUD.dwg, 05/30/02 08:49:01 AM, mmorgan, 1:225.441

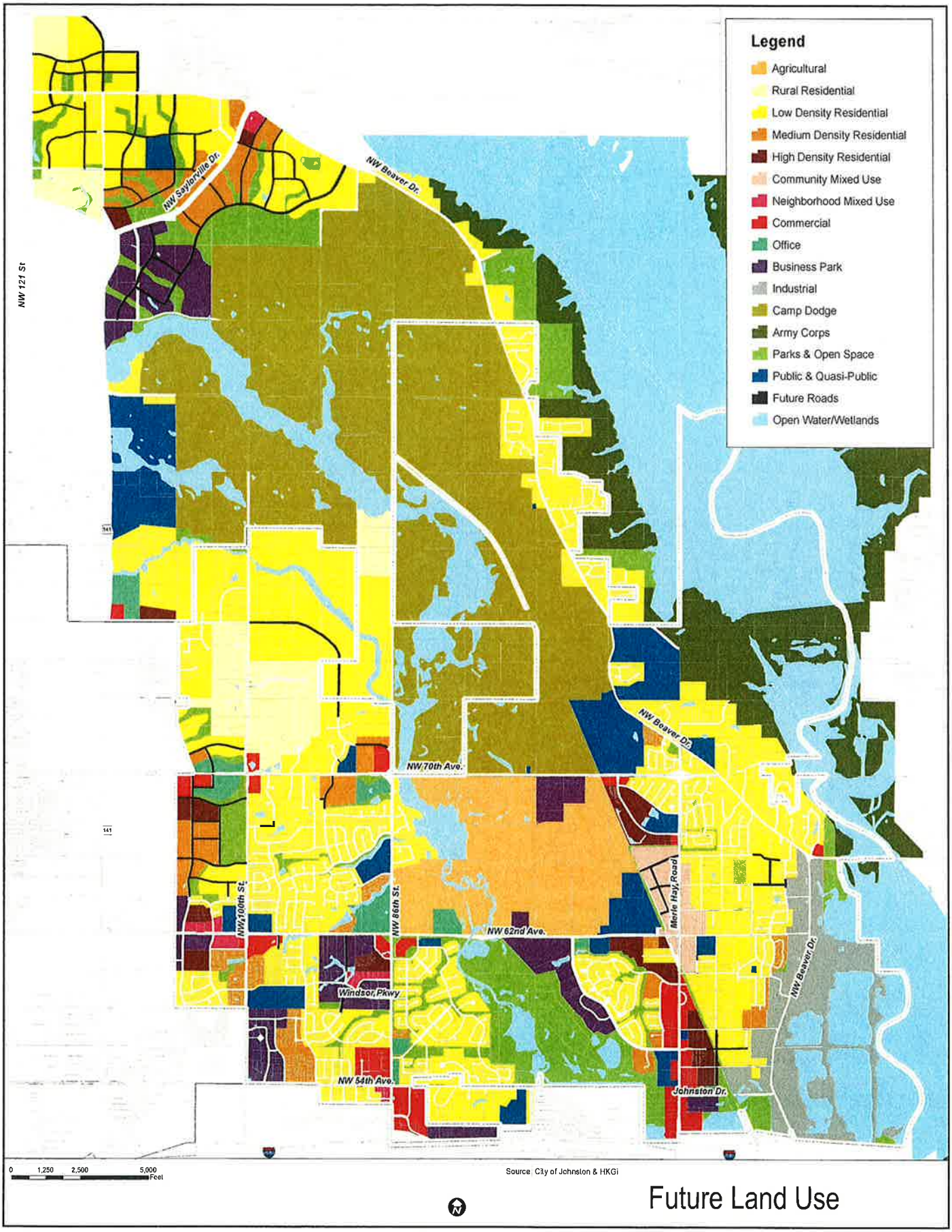


Figure 5.9 - 2030 Future Land Use Plan

ITEM NO. WS6

Johnston

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa
WORK SESSION
March 21, 2016

SUBJECT:	ACTION REQUIRED:
Capital Crossroads Local Government Collaboration - Human Resources	___ Ordinance ___ Resolution ___ Approval _____Receive/File

Teresa

SYNOPSIS:

September 2015 the Human Resource Directors from the metro communities were invited to an informational meeting about the efforts of the Capital Crossroads Local Government Collaborations. Following the introductory meeting and a strategic planning session, two major efforts of collaboration were agreed upon:

- Shared Information
- Shared Training

Finance /Human Resource Director Teresa Rotschafer represented the City of Johnston on the Shared Training Team. Teresa will present the results of the collaborative efforts of both teams during the work session on March 21, 2016.

Attached are copies of the presentations. Both teams have developed best solutions and created plans of action.

Human Resources
Shared Information Team

Steve Johns	Deputy Finance Officer	Pleasant Hill
Rochelle Williams	City Clerk	Grimes
Tom Stein	HR Analyst	Polk County
Joyce Cortum	City Clerk	Clive
Patty Holden	Director of Human Resources	Waukee

Project Purpose

- Provide a broad base information sharing resource for public sector human resources professionals.
  - Sharing of documents, forms & policies
  - Surveys
  - Discussion forum

Best Solution Implementation

- Researched various stakeholders sites for hosting the information sharing platform.
  - League of Cities
  - Capital Crossroads
  - IAPELRA
  - SHRM
  - ICMA

Best Solution Implementation

- Chose IAPELRA
- Low cost membership
- Website development staff (no cost)
- 14 of 16 Capital Crossroad entities are members
- Met all the criteria
- Sustainable

Benefits of IAPELRA Collaboration

- Reduced time to acquire needed information
- Less staff time responding to individual requests
- Broader access to information
- Secure access
- Web support
- Increased metro collaboration
- Improve upon best practices
- Iowa laws and regulations

Next Steps

- Identify a point person
- Work with NPELRA on web design
  - Setup discussion forum
  - Setup forms/ document database
- Identify forms/documents
- Gather forms/documents
- Determine naming conventions
- Marketing/ educating entities about the resource

Sustainability Needs

- Agreement/support of entities
- Entities to provide materials
- Entities to actively update materials
- Actively referring entities to IAPELRA

Human Resources
Shared Training Team

Amy Hill	Altoona
Andy Lent	Carlisle
Dawn Gean	Ankeny
Karla Lower	Urbandale
James Wells	Des Moines
Teresa Rotschafer	Johnston
Jane Dodge	West Des Moines
Doug Garnett	Des Moines Water Works

Project Purpose:

To achieve efficiency of scale for training across all municipalities in the metro.

Brainstorming Highlights

- Combined training calendar
- Identify conduit for service delivery
- Shared coordination
- Identify required/mandated training
- Identify available training resources
- Best practices

Comprehensive Mandatory Training

https://docs.google.com/spreadsheets/d/1hr03phfyfqJLs2g29V-yFH6X1LEzbbHQ365pAthALWY/edit?usp=sharing

Best Solution

Iowa Association Of Municipal Utilities (IAMU)

- Vendor of choice for the majority of CC members
- Participating IAMU safety members can share training sessions
- Exploring an IAMU shared safety coordinator/dedicated trainer

Benefits

- Maintain a safe and healthy work environment
- Long-term consistent delivery of safety training
- Continued compliance
- Economy of scale
- Efficiency of delivery
- Continued development of employees
- Cost and time savings

Next Steps

- Continue conversation with IAMU
- Continue collecting and refining spreadsheet data
- Work with Information Sharing HR team on information platform and how it will be maintained
- Expand training offerings beyond mandated topics (Employee Development)

Sustainability Needs

- Support of continued collaboration between area HR staff
- Financial support for shared safety resources
- Membership (IAMU or selected vendor)
- Support from entities to maintain shared training documents
- Continued support of employee development initiatives

Early Success

Formation of HR Roundtable

- Established a schedule for 2016-2017
- First meeting Feb. 4th in Urbandale

Implementation Plan

Goal: To achieve efficiency of scale for training across all municipalities in the metro.				
Key Implementation Step	**Activities**	**Responsible Party(ies)**	**Time frames/ Milestones**	**Resources Needed**
Identify who has agreements with IAMU or other vendors and duration cost	Create a matrix of all the communities and current safety training relationships	Discuss with group	Feb. 4	Documentation from each participating community
Document standard charge-back procedures	prorating costs, invoicing, sign-up	Discuss with group	Feb. 4	Note taker (Karla)
Agree on a list of training offerings for 2017-2018 and potential dates	Number of times offered, location, set charges, max attendees. Focus on safety first		April/ May	
Establish a platform or link on the IaPELRA website for Google Spreadsheet	Communicate with the first HR group to create the feature		October 2016	
Agree on how the Google Spreadsheet will be updated and utilized	Establish an annual administrator (rotating duty)		October 2016	
Determine how the training information will be updated. Within IaPELRA or externally and then uploaded	Possibly create a link in IaPELRA to the spreadsheet which is housed in Google Docs		June 2, 2016	
Document process for current and future user	Create user agreement		June 2, 2016	
Expand process to employee development	Discuss and identify training for 2018		Jan. 2017	

WS7 ITEM NO.

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Council Work Session
March 21, 2016

SUBJECT:	X Direction to Staff
Discuss consideration of a Complete Streets Policy.	

SYNOPSIS:	The Johnston 2030 Comprehensive Plan contains Policies and Action Steps encouraging a multi-modal transportation system, including "Encourage multiple use right of way areas that accommodate appropriate modes of transportation." This type of multi-modal street is commonly referred to as a "Complete Street." As a recommendation of the Tomorrow Plan, the Des Moines Area MPO created a model complete street policy and has encouraged metro City's to consider adopting a policy. Complete streets are streets that are for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders. People of all ages and abilities are able to safely move along and across streets in a community, regardless of how they are traveling. Complete streets are good for business, neighborhoods and residents' wellbeing. Streets designed for people of all ages and abilities create stronger, healthier and safer communities. Currently, six metro cities have adopted a Complete Streets policy including Des Moines, Carlisle, Norwalk, Windsor Heights, Pleasant Hill and West Des Moines. More information is available at http://dmampo.org/complete-streets/. The City of Johnston has a long standing history of designing streets with the typical components of complete streets where practical and possible, including trail, sidewalk and pedestrian improvements. Most recently the City received a $15,000 grant from the MPO to construct a pedestrian island for the trail crossing on NW 60th Avenue just east of Merle Hay Road. The MPO has indicated future funding for similar type projects would likely be limited to City's with an adopted Complete Streets policy.
RECOMMENDATION:	The Public Works Council Ad Hoc Subcommittee reviewed the template Complete Streets policy provided by the Des Moines Area MPO and suggested a number of amendments to the policy to fit it to Johnston. The amended draft policy is attached. The policy is non-binding and largely documents many of the design considerations that already occur through the design and development of street, sidewalk and trail projects throughout the community. Should the Council desire to move forward with the policy, staff would seek a recommendation from the Planning and Zoning Commission.

Complete Streets Policy

The term complete street means designing, building and operating the streets to routinely accommodate safe travel by all modes and all people. A complete street serves everyone who travels, be it by driving, walking, bicycling, riding transit or other means while connecting to a larger transportation network. People of all ages and abilities are able to safely move along and across streets, regardless of how they are traveling. Complete streets are essential for access by people who cannot drive. Streets without safe access for non-motorized transportation represent a barrier for people who use wheelchairs, and for older adults and children. A complete street may look quite different on different sides of the same city, but are designed to balance safety, access and mobility for everyone using the street.

The City of Johnston recognizes the need for complete streets and will accommodate elements that create a complete street where possible. Some of the elements under consideration for inclusion on a complete street can be sidewalks, shared use paths, bike lanes, fewer travel lanes, narrower lane widths, improved street crossings, bump outs, pedestrian signals, signs, street furniture, street trees, and transit shelters, access and facilities. All designs should be context-sensitive to meet the needs of the community and surrounding area while emphasizing safe and accessible travel for all people.

Every city, state and federally funded transportation improvement and project phase should be approached as an opportunity to create safer, more accessible streets for all users. Project phases include planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, and operations as well as any change to transportation facilities within street rights-of-way such as capital improvements, re-channelization projects, and major maintenance.

To this end, the City of Johnston will:

- Work with the City of Johnston departments, design engineers, neighborhood groups adjacent to the project and other interested parties to design opportunities appropriate to the project.
- Review and revise related procedures, plans, regulations, design guides and other processes to align goals with the Complete Streets Policy and ensure accommodation of all users in all projects.

1. The design and development of the transportation infrastructure shall improve conditions for transit users, motorists, bicyclists, pedestrians and other users through the subsequent steps:

   1.1 Plan projects for the long-term. Transportation improvements are long-term investments that remain in place for many years. The design and construction of new facilities should anticipate likely future demand for transit, bicycling, and walking facilities and not preclude the provision of future improvements.

   1.2 Address the need for bicyclists and pedestrians to cross corridors as well as travel along them. Even where bicyclists and pedestrians may not commonly use a particular corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently. Therefore the design of intersections and interchanges shall accommodate bicyclist and pedestrians in a manner that is safe, accessible, and convenient.

   1.3 Design facilities to the best currently available standards and guidelines. The design of facilities for should follow design guidelines and standards that are commonly used, such as:
   - AASHTO Guide for the Development of Bicycle Facilities;
   - AASHTO's A policy on Geometric Design of Highways and Streets;
   - AASHTO's Guide for the Planning, Design, and Operation of Pedestrian Facilities;
   - SUDAS: State Urban Design and Specifications Manual;

- Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways;
- ITE Recommended Practice Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities; and,
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide.

2. Pedestrian and bicycle ways and transit considerations will be considered for establishment in new construction and reconstruction of street and bridge projects within the City of Johnston, with the following exclusions:

   2.1 Bicyclists and pedestrians are prohibited by law from using the roadway. In this instance, a greater effort may be necessary to accommodate all users (bicyclists, motorists, transit vehicles and users, and pedestrians of all ages and abilities) elsewhere within the right of way or within the same transportation corridor.

   2.2 Where sparsity of population or other factors indicate an absence of future need. This is defined as streets developed as a cul-de-sac with four or fewer dwellings or if the street has severe topographic or natural resource restraints. Also an indication of absence of need is when the annual average daily traffic (AADT) is projected to be less than 500 vehicles per day over the life of this project.

3. Using performance measures to evaluate the progress of the Complete Streets Policy is a valuable and essential part of successfully implementing safer, more complete streets. The MPO is available and able to assist in identifying performance measures and providing data.

   These measures can include:
   - Rate of crashes, injuries and fatalities by mode;
   - Percentage of transit stops accessible via sidewalks and curb ramps;
   - Number of approved and denied exceptions;
   - Completion of Safe Routes to School projects;
   - Total miles of on-street bicycle facilities;
   - Total miles of off-street bicycle facilities;
   - Bicycle and pedestrian counts; and,
   - Other relevant measures.

4. The City of Johnston views complete streets as integral to everyday transportation options. To this end:

   4.1 The City of Johnston will incorporate complete streets principles into the Comprehensive Plan, Bicycle and Pedestrian Plan, and other appropriate plans and other manuals, checklists, decision trees, rules, regulations, and programs as appropriate.
   4.2 The Public Works, Parks and Recreation and Community Development departments will review current design standards, including subdivision regulations that apply to new roadway construction, to ensure that they reflect the best available design guidelines, and effectively implement complete streets.
   4.3 When available, the City of Johnston shall encourage staff professional development and training on non-motorized transportation issues through attending conferences, classes, webinars, and workshops.
   4.4 The City of Johnston staff shall identify all current and potential future sources of funding for street improvements and recommend improvements to the project selection criteria to support complete streets projects.
   4.5 The City of Johnston shall promote project coordination among departments and agencies with an interest in the activities that occur within the public right-of-way in order to better use fiscal resources.

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-07
Johnston City Hall, 6221 Merle Hay Road
March 21, 2016
7:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. WELCOME

4. PLEDGE OF ALLEGIANCE
   FTC Robotics Competition Team

5. AGENDA APPROVAL

6. PUBLIC COMMUNICATIONS
   MidAmerican Energy Trees Please! Grant presentation

7. PUBLIC HEARINGS

8. CONSENT AGENDA
   a. Consider Minutes of March 7, 2016 Worksession
   b. Consider Minutes of March 7, 2016 Council Meeting.
   c. Consider Resolution No. 16-71 – Approving a staff appointment and establishing a wage.
   d. Consider approval of an off-duty pay rate increase from $35.00 per hour to $40.00 for police officers working off-duty police security events within the city limits of Johnston.
   e. Consider Resolution No. 16-63 – Accepting an application for voluntary annexation and setting a Public Hearing for 7:00 p.m. on May 2, 2016 to consider annexation and establishment of a zoning classification for 18.44 acres, currently within an unincorporated area of Polk County in Jefferson Township, located north of NW 78th Avenue and east of NW Beaver Drive.
   f. Consider a Memorandum of Understanding (MOU) between the City of Johnston and Rittgers Oaks Owners Association.
   g. Consider Resolution No. 16-67 – Ordering construction and fixing a date of April 18, 2016 at 7:00 p.m. for the Public Hearing on the NW 86th Street Booster Pumping Station Improvements.
   h. Consider Resolution No. 16-68 – Approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 86th Street Booster Pumping Station Improvements.
   i. Consider Resolution No. 16-65 – Approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements.
   j. Consider approval of Pay Request No. 3 from Synergy Contracting LLC in the amount of $2,995.00 for work completed as of March 7, 2016 on the NW Frost Way Water Main Relocation project.
   k. Consider Resolution No. 16-66 – Approving Change Order No. 1 for the NW 70th Avenue Improvements – NW 98th Street to west city limits – project.
   l. Consider approval of Pay Request No. 1 from Alliance Construction Group in the amount of $81,719.67 for work completed as of March 4, 2016 on the NW 70th Avenue Improvements – NW 98th Street to west city limits – project.
   m. Consider approval of Amendment No. 1 to the FEMA Grant for the Emergency Generator located at 6373 Merle Hay Road.

n. Consider Resolution No. 16-70 – An amendment to the Memorandum of Agreement with the United States Department of Commerce –US Census Bureau regarding the conducting of a Special Census.
o. Consider the renewal of the City's Property and Casualty Insurance package for April 1, 2016.
p. Receive and file the following reports:
    1. Bank Reconciliation Report – February 29, 2016
    2. Treasurer's Investment Report – February 29, 2016
    3. Senior Citizens Report – February 29, 2016
    4. Street Division Monthly Operations Report –February 2016
    5. Water/Wastewater Department Monthly Operations Report – February 2016
    6. Planning & Zoning Commission Meeting Minutes – March 14, 2016

9. NON-CONSENT AGENDA
    a. Consider Resolution No. 16-64 – Appointing Dennis McDaniel as Chief of Police, approving an Employment Agreement, and establishing an annual salary.
    b. Consider the following items related to Cadence Plat 2:
        - Resolution No. 16-61 – Approving Cadence Plat 2 Final Plat – PZ Case 15-27
        - Resolution No. 16-62 – Accepting a Petition and Waiver from Cadence Apartments II, LLC for future NW 59th Court Improvements
    c. Consider receiving and filing the City of Johnston, Iowa June 30, 2015 Audit
    d. Consider the first amendment and extension of the contract with Waste Management of Iowa, Inc. for the collection and disposal of solid waste.
    e. Consider the following items related to Coons Heights Plat 2, subdividing 1.49 acres into two single family residential lots (PZ Case 15-40:
        - Resolution No. 16-25 – Approving Coons Heights Plat 2 Preliminary and Final Plat;
        - Resolution No. 16-26 – Accepting a Petition and Waiver for future NW Beaver Drive Improvements.
    f. Consider approval of Claims in the amount of $1,208,663.24

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

April 4, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
April 18, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT

Posted on March 18, 2016 at www.cityofjohnston.com, City Hall, Johnston Public Library, and Public Works

8A

JOHNSTON CITY COUNCIL
Worksession No. 16-06
Johnston City Hall, 6221 Merle Hay Road
March 7, 2016
5:30 p.m.

1. CALL TO ORDER
Mayor Dierenfeld called the meeting to order at 5:33 p.m.

2. ROLL CALL
Present: Clabaugh, Brown, Cope, Temple
Absent: Lindeman

3. CLOSED SESSION
Per Iowa Code §21.5 .1 (c): To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
Motion by Clabaugh second by Brown to enter into Closed Session.
ROLL CALL: Aye: Brown, Cope, Temple, Clabaugh
Nay: None
Motion Approved: 4-0
The meeting entered into Closed Session at 5:34 p.m.
The meeting entered into Open Session at 5:49 p.m.

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 Clabaugh second by Brown to enter into Closed Session.
ROLL CALL: Aye: Cope, Temple, Clabaugh, Brown
Nay: None
Motion Approved: 4-0
The meeting entered into Closed Session at 5:50 p.m.
The meeting entered into Open Session at 6:09 p.m.

5. DISCUSS OPTIONS FOR HANDLING YARD WASTE
Leslie Irlbeck, Program and Outreach Manager at Metro Waste Authority gave a presentation on the issue of separate versus comingling of yard waste. She noted that there would be no change to collection until 2017 as MWA continues to research the issue. She also advised that MWA was researching the outcomes in states where the switch from separate to comingling had occurred.
Council Member Clabaugh noted that he felt that the decision should be metro-wide as opposed to each city making individual decisions.
Michael McCoy, Interim Executive Director at MWA, also addressed the Council on the issue and noted that the Board is hearing similar comments regarding a metro-wide process from other cities as well.
McCoy also noted that MWA would need to make a decision by July of 2017 in order to facilitate education to the public as well has providing notification to the haulers.

6. DISCUSS POTENTIAL SITE IMPROVEMENTS FOR JOHNSTON SOCCER CLUB FIELDS

Tony Garcia, Vice President of the Johnston Soccer Club, addressed the Council regarding the possibility of installing a concession stand with permanent restrooms. Garcia noted that staff had advised the club that there was a requirement to pave meet the dustless surface requirement in the parking lot. Garcia advised that the club was looking to have that requirement waived in order to facilitate moving forward with the concession stand.

Mayor Dierenfeld and the Council were supportive of waiving the requirement for paving as the improvements being considered won't substantially change the number of people using the facility.

7. DISCUSS AN EXTENSION OF THE CONTRACT WITH WASTE MANAGEMENT OF IOWA, INC. FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

Mike Eischeid, Municipal Marketing Manager of Waste Management addressed the Council regarding the extension of the contract.

Sanders noted that the contract was a 3 year agreement with the option of two 2-year renewals.

Council Members noted consensus with extending the existing contract.

Sanders advised it would be on the March 21, 2016 agenda for approval.

The meeting adjourned at 7:02 p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

8B

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-06
Johnston City Hall, 6221 Merle Hay Road
March 7, 2016
7:00 p.m.

1. CALL TO ORDER
   Mayor Dierenfeld called the meeting to order at 7:09 p.m.
2. ROLL CALL

Present:	Clabaugh, Brown, Cope, Temple
Absent:	Lindeman

3. WELCOME
   Mayor Dierenfeld welcomed residents and guests to the meeting.

4. PLEDGE OF ALLEGIANCE
   Planning Intern Clayton Ender led the meeting in the Pledge.

5. AGENDA APPROVAL
   City Administrator Jim Sanders noted that there were 2 corrections to the Agenda. He advised that item 7A should show Resolution No. 16-51 and 16-52. He also advised that the Resolutions in item 7B should be 16-53, 16-54, and 16-55.
   Motion by second by to approve the Agenda as noted.

ROLL CALL:	Aye:	Brown, Cope, Temple, Clabaugh
	Nay:	None
Motion Approved:		4-0

6. PUBLIC COMMUNICATIONS
   a. Greater Des Moines Convention & Visitors Bureau – Greg Edwards
      Greg Edwards, CEO and president, provided an overview of the progress with events being held in the Des Moines metro and how the city's contributions are being used.

   b. D.A.R.T. Presentation
      Amanda Wanke, Chief Engagement and Communications Officer, reviewed the DART 2035 plan as well as the current challenges and opportunities occurring with DART.
      Mayor Dierenfeld noted that there were opportunities for DART within the Johnston community and that she was looking forward to meeting to discuss those opportunities.

7. PUBLIC HEARINGS
   a. Conduct a Public Hearing and consider the following items related to the proposed budget for fiscal year July 1, 2016 through June 30, 2017.
      - Resolution No. 16-51 - Adopting the budget for fiscal year 2016/2017 and authorizing tax levies on all taxable properties within the City of Johnston
      - Resolution No. 16-52 - Confirming and establishing public purpose for contributions for economic development, arts, and culture

      The Public Hearing opened at 7:47 p.m.
      Finance Director Teresa Rotschafer reviewed the process and discussions around the tax levy and budget. She also reviewed the Council's priorities and results of the community survey and the impacts on the budget. Rotschafer noted that the tax levy would be set at $11.40 per $1000 of valuation, which represented a ten cent decrease in the levy from last year.
      The Mayor and Council thanked staff for their all their efforts in the budget process.

No public comments were received.

The Public Hearing closed at 8:08 p.m.

Motion by Clabaugh second by Cope to approve Resolution No. 16-51.

ROLL CALL:	Aye:	Cope, Temple, Clabaugh, Brown
	Nay:	None
Motion Approved:		4-0

Motion by Brown second by Clabaugh to approve Resolution No. 16-52

ROLL CALL:	Aye:	Temple, Clabaugh, Brown, Cope
	Nay:	None
Motion Approved:		4-0

b. Conduct a Public Hearing and consider the following items related to the Terra Lake Phase 3 Improvements project:
   - Resolution No. 16-53— Adopting Plans, Specifications, form of contract, and estimate of cost;
   - Consideration of construction bids;
   - Resolution No. 16-54 – Making Award of Contract;
   - Resolution No. 16-55 – Approving Construction Contract and Bond.

The Public Hearing opened at 8:10 p.m.
Parks Director John Schmitz reviewed the project and the results of the bids, noting that staff and the engineer were recommending award of the contract to Rochon Corporation of Iowa, with the low bid of $2,068,205.

No public comments were received.

The Public Hearing closed at 8:13 p.m.

Motion by Clabaugh second by Cope to approve Resolution No. 16-53.

ROLL CALL:	Aye:	Clabaugh, Brown, Cope, Temple
	Nay:	None
Motion Approved:		4-0

Motion by Clabaugh second by Cope to approve Resolution No. 16-54.

ROLL CALL:	Aye:	Brown, Cope, Temple, Clabaugh
	Nay:	None
Motion Approved:		4-0

Motion by Cope second by Clabaugh to approve Resolution No. 16-55.

ROLL CALL:	Aye:	Cope, Temple, Clabaugh, Brown
	Nay:	None
Motion Approved:		4-0

8. <u>CONSENT AGENDA</u>
   a. Consider Minutes of February 16, 2016 Joint Worksession with the Johnston School Board
   b. Consider Minutes of February 16, 2016 Council Meeting.
   c. Consider Minutes of February 19, 2016 Special Session.
   d. Consider Resolution No. 16-59 – Approving a Staff Appointment and Establishing a Wage.
   e. Consider approval of a Class C (Commercial) Liquor License to include Sunday sales and Outdoor Service privileges for Okoboji Bar & Grill, 8481 Birchwood Court.

f. Consider approval of the renewal of a Special Class C Liquor License to include Sunday sales and Outdoor Service privileges for Gusto Pizza, 5705 Chambery Boulevard.
g. Consider approval of the renewal of a Class E Liquor License for Price Chopper, 5440 NW 86th Street.
h. Consider a Settlement Agreement and Release for a former Water/Wastewater Maintenance Worker.
i. Consider Resolution No. 16-60 – Ordering construction and setting a date of April 4, 2016 for a public hearing on the Flume Repair and Water Quality Improvements in Green Meadows.
j. Consider approval of a Purchase Order to Diamond Oil for the purchase of fuel.
k. Consider Resolution No. 16-56 – Approving the acquisition of real estate interests and authorizing payments to acquire real estate property for the NW 60th Avenue Improvements project.
l. Consider Resolution No. 16-58 – Accepting a Stormwater Management Facilities Maintenance agreement from MidAmerican Energy for the Corporate Campus Electric Substation (BOA Case 15-09)
m. Consider approval of a Professional Services Engagement with Bohnsack & Frommelt, LLP.
n. Consider approval of payment for Saylorville Water Treatment Plant - West Feeder Main Phase 2.
o. Receive and file the following reports:
   1. 2016 Goal Setting Session Report – January 28, 2016
   2. Johnston Public Library Claims – February 17, 2016
   3. Planning & Zoning Commission Meeting Minutes – February 29, 2016
   4. Year-to-Date Building Permit Report – February 2016

Motion by Brown second by Cope to approve the Consent Agenda.

ROLL CALL:	Aye:	Temple, Clabaugh, Brown, Cope
	Nay:	None
Motion Approved:		4-0

9. NON-CONSENT AGENDA

a. Consider approval of Collective Bargaining Agreement/Contract between the City of Johnston and Teamsters Local Union No. 238 for July 1, 2016 through June 30, 2019.
Finance and Human Resources Director Teresa Rotschafer reviewed the agreement, noting that the new agreement cleaned up unclear language and also implemented a new insurance package which will include higher deductibles and out of pocket maximums as well as increased contributions. She also advised that the city would be offering a High Deductible Health Plan with a Health Savings Account.

Motion by Clabaugh second by Temple to approve the Collective Bargaining Agreement/Contract between the City of Johnston and Teamsters Local Union No. 238 for July 1, 2016 through June 30, 2019.

ROLL CALL:	Aye:	Clabaugh, Brown, Cope, Temple
	Nay:	None
Motion Approved:		4-0

b. Consider approval of Collective Bargaining Agreement/Contract between the City of Johnston and AFSCME Local Union No. 3861 for July 1, 2016 through June 30, 2019.
Rotschafer noted that the AFSCME contract also included cleaning up ambivalent language and the new insurance package.

Motion by Temple second by Brown to approve the Collective Bargaining Agreement/Contract between the City of Johnston and AFSCME Local Union No. 3861 for July 1, 2016 through June 30, 2019.

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

Nay: None
Motion Approved: 4-0

c. Consider approval of Collective Bargaining Agreement/Contract between the City of Johnston and IAFF for July 1, 2016 through June 30, 2019.
Rotschafer reviewed the agreement with IAFF, noting the clarification of language and the insurance package which had been approved with the other units. She also noted that the IAFF agreement would include merit pay, based on evaluations conducted by the department's management staff.

Motion by Cope second by Clabaugh to approve the Collective Bargaining Agreement/Contract between the City of Johnston and IAFF for July 1, 2016 through June 30, 2019.

ROLL CALL: Aye: Cope, Temple, Clabaugh, Brown
Nay: None
Motion Approved: 4-0

d. Consider Resolution No. 16-57 – Approving PZ Case 16-02, an amended preliminary plat for Crosshaven Plat 7 subdividing 57.62 acres into 71 lots and two outlots.
Planning Intern Clayton Ender reviewed the proposed amendment for the plat that would implement a cul-de-sac which exceeds the length for those cul-de-sacs which are typically approved. Ender advised that staff felt that requiring the looped street would reduce the overall number of cul-de-sacs in the development which is preferred for emergency vehicle access and snow removal, as well as traffic circulation.
Ender noted that the Planning & Zoning Commission had recommended approval of the preliminary plat subject to a number of conditions, which included a condition that the road north of Valley Parkway be constructed as a loop road as it was approved in the May 2014 plat.
Joe Pietruszynski of Hubbell Realty addressed the Council, noting that the May 2014 plat was preliminary and that as development has occurred, the topography in the area had necessitated the changing of configuration in the area, including the cul-de-sac proposal. Pietruszynski advised that the topography had made development costs higher than anticipated and that Hubbell needed to make the proposed change in order to keep the development cost effective.
The Council noted that they would be supportive of allowing a cul-de-sac in place of a looped street.

Motion by Cope second by Brown to approve Resolution No. 16-57, striking item 2A, which required a looped street.
ROLL CALL: Aye: Temple, Clabaugh, Brown, Cope
Nay: None
Motion Approved: 4-0

e. Consider approval of Claims in the amount of $843,788.89
Motion by Clabaugh second by Cope to approve Claims as presented.
ROLL CALL: Aye: Clabaugh, Brown, Cope, Temple
Nay: None
Motion Approved: 4-0

10. CITY ADMINISTRATOR/STAFF COMMENTS
a. Vegetative Debris Management Policy
Public Works Director noted that a copy of the policy was included in the packet as a reminder during severe weather season.

b. FEMA Flood Insurance Rate Map Update
Community Development Director David Wilwerding reviewed the materials that had been sent to property owners relating to the flood plain. He also noted that staff had prepared a map comparing the previous map to the proposed map, which will become official in 2017.

c. Census Update
Wilwerding noted that the Census Bureau closed the office on March 4. He also noted that the preliminary population figure was 19,460 but that he was scheduled to have a conference call to discuss the preliminary number, and that he expected that number to increase.

11. CITY COUNCIL COMMENTS
Council Member Brown noted that the road construction projects in the area were causing traffic issues throughout the community.
Council Member Clabaugh thanked Parks Director John Schmitz for meeting with the Green Meadows homeowners regarding the Flume project.
Mayor Dierenfeld noted that the City had extended an offer to Dennis McDaniel for the Chief of Police position. McDaniel is currently the Chief of Police and Fire Services in Windsor Heights.

12. UPCOMING MEETINGS

March 21, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
April 4, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT
The meeting adjourned at 9:08 p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

ITEM NO. 8C

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Consider Resolution No. 16-71 – Approving a Staff Appointment and Establishing a Wage.	ACTION REQUIRED: ___ Ordinance X Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The following staff appointment is being considered: **Library** **Gloria Brewer – Library Clerk.** Effective March 22, 2016. $10.60 per hour.
FISCAL IMPACT:	Funds have been budgeted within the department.
RECOMMENDATION:	Approve Resolution No. 16-71.

58

RESOLUTION NO. 16-71

WHEREAS, the City of Johnston is hiring to fill a vacancy; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the following appointment is effective:

Library
Gloria Brewer – Library Clerk. Effective March 22, 2016. $10.60 per hour.

PASSED AND APPROVED this 21st Day of March, 2016

_____

Paula S. Dierenfeld, Mayor

ATTEST:

_____

Cyndee D. Rhames, City Clerk

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	____	____	____	____
Clabaugh	____	____	____	____
Cope	____	____	____	____
Lindeman	____	____	____	____
Temple	____	____	____	____

ITEM NO 8D

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016

SUBJECT: Approve off-duty pay rate increase from $35.00 an hour to $ 40.00 an hour for police officers working off-duty police security events within the city limits of Johnston.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS	Johnston Police union membership alerted supervisory staff that the department's current off-duty rate of pay for officers working off-duty police security had fallen below the metro average. A survey of the metro law enforcement agencies confirmed that other metro communities were charging $40.00 an hour or more for off-duty police security work. The survey results are attached. The Johnston Police Department provides off-duty security for a variety of events. In addition, Crown Point, Simpson Barn and the Lion's Club require that an off-duty officer be hired to provide security whenever alcohol is going to be served at an event in their facility. This requirement is to deter disorderly conduct related to the consumption of alcohol. The benefit that off-duty employment provides to the City is that it allows for the department to have a police presence and deter unwanted behavior at organized events while ensuring that the on-duty officers activities are not impeded so that they can be available and able to respond to the community's needs and their regular patrol duties. The department's current median overtime rate is $42.81 an hour. The proposed fee increase of $40.00 an hour is in line with the departments current overtime rate.
FISCAL IMPACT	None, the officers are paid directly by the event organizer.
RECOMMENDATION	Approve off-duty pay rate increase from $35.00 an hour to $40.00 an hour for police security events. Implementation would be July 1, 2016.

- Urbandale
  - Governed by department committee
  - Paid on-duty overtime
    - Rate varies depending on officers hourly wage
  - Double time on recognized holidays
  - Two (2) hour minimum
  - No Administrative fee

- Clive
  - Governed by departments benevolent association
  - $35/hour
  - $50/hour on recognized holidays
  - Three (3) hour minimum
  - No Administrative fee

- Windsor Heights
  - Governed by departments police benevolent association
  - $40/hour
  - $35/hour for events held in a City facility
  - Two (2) hour minimum
  - No Administrative fee

- West Des Moines
  - Governed by departments police benevolent association
  - $35/hour
  - $50/hour on recognized holidays
  - No Administrative fee
  - Require employer (renter) to have workers comp insurance covering officer and liability insurance covering the City.

- Ankeny
  - Paid on-duty overtime
  - City invoices renter at rate of $60/hour
  - Two (2) hour minimum

- PCSO
  - $40/hour
  - Four (4) hour minimum
  - Require additional deputy for every expected 75 attendees if alcohol is being served
  - No Administrative fee

- DMPD
  - $40/hour
  - $50/hour if marked police vehicle is used
  - Four (4) hour minimum
  - No Administrative fee

ITEM NO. 8E

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
March 21st, 2016

SUBJECT:	**ACTION REQUIRED:**
Consider accepting an application for voluntary annexation and setting a public hearing for 7:00 PM on May 2nd, 2016 to consider annexation and establishment of a zoning classification for 18.44 acres, currently within an unincorporated area of Polk County in Jefferson Township located north of NW 78th Avenue and east of NW Beaver Drive; Resolution 16-63.	___ Ordinance _X_ Resolution ___ Approval ___ Receive/File _X_ Attorney Review

SYNOPSIS:	The City has received an application for voluntary annexation from The Enclave of Johnston, LLC. Along with this application the City has received a petition for establishment of an R-1(100) zoning district classification. In an effort to avoid the creation of an island, additional right-of-way will be included with this annexation. Exhibit A identifies the proposed annexation area. The annexation area is approximately 18.44 acres plus associated right-of-way and additional right-of-way, all of which constitutes a 100% voluntary annexation. This action would send this item to the Planning and Zoning Commission for consideration and set a date for the City Council to have a public hearing on the annexation and establishment of a zoning classification.
RECOMMENDATION:	Approval of Resolution 16-63

Attachments:

Exhibit A: Annexation Area Map
Exhibit B: Application for Voluntary Annexation
Exhibit C: Petition for R-1(100) Zoning Classification

38

RESOLUTION 16-63

A RESOLUTION ACCEPTING AN APPLICATION FOR VOLUNTARY ANNEXATION AND SETTING A PUBLIC HEARING FOR 7:00 PM ON MAY 2ND, 2016 TO CONSIDER ANNEXATION AND ESTABLISHMENT OF ZONING FOR 18.44 ACRES LOCATED NORTH OF NW 78TH AVENUE AND EAST OF NW BEAVER DRIVE

WHEREAS, the City is considering annexing the parcels described in the attached Exhibit "A" which includes a parcel that has submitted voluntary annexation application and right-of-way owned by Polk County; and

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

The annexation and amendment to the Official Zoning Map is hereby referred to the Planning & Zoning Commission for their study and recommendation, and

The City Council hereby sets 7:00 P.M., May 2nd, 2016, as the date and time for a public hearing to consider the annexation and establishment of a zoning classification for the identified property.

PASSED AND APPROVED this 21st Day of March, 2016.

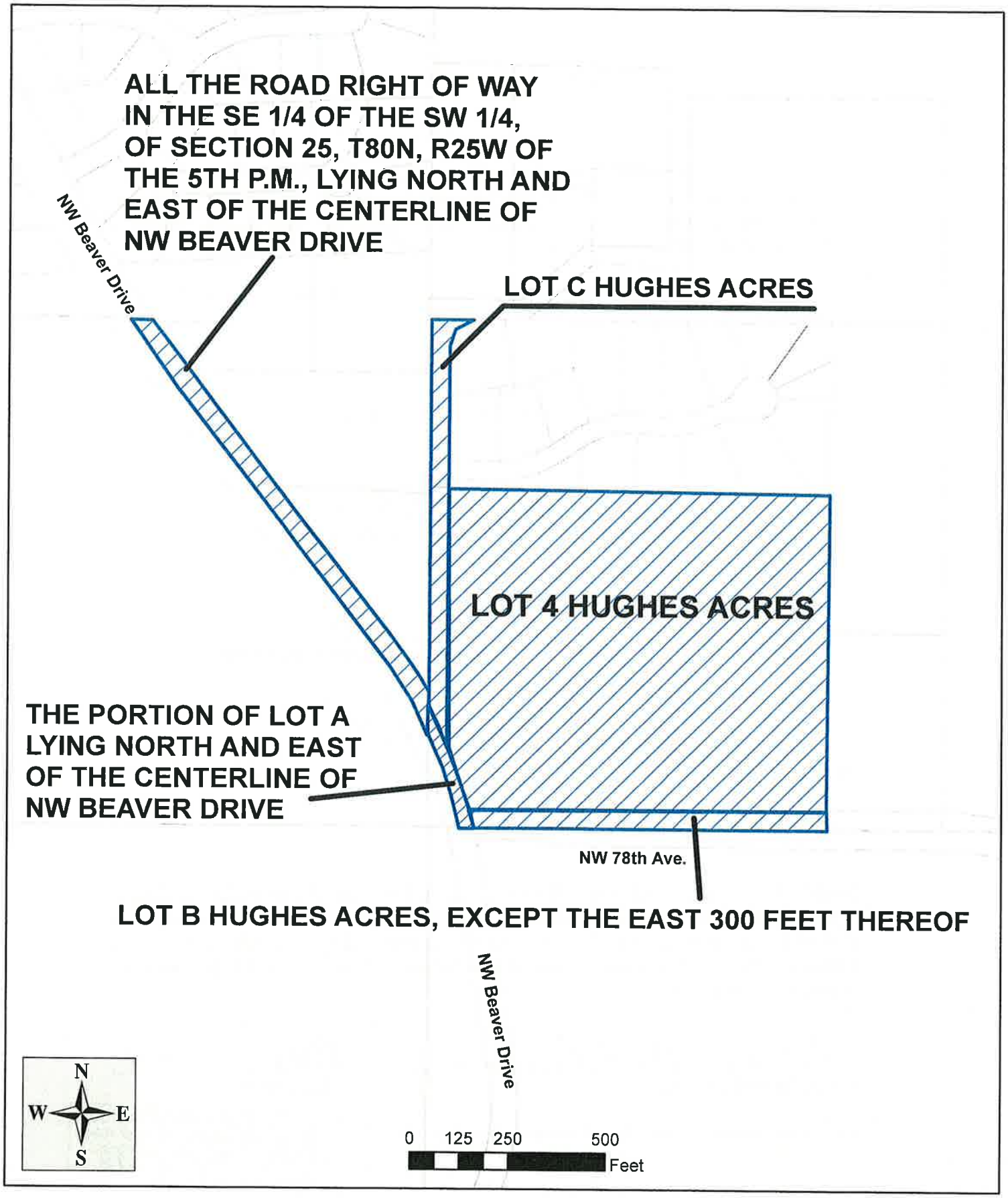
_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

ROLL CALL VOTE:	Aye	Nay	Absent	Abstain
Brown	____	____	____	____
Clabaugh	____	____	____	____
Cope	____	____	____	____
Lindeman	____	____	____	____
Temple	____	____	____	____

EXHIBIT A: Minks Monk Annexation Area



Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

Application for Voluntary Annexation

We the undersigned, acting under Section 368.7, Voluntary Annexation of Territory, Code of Iowa. and being the owners of all the property legally described below, hereby request voluntary annexation of said legally described property, to become a part of the City of Johnston, Polk County, Iowa:

Lot 4, Hughes Acres, an official plat, all now included in and forming a part of Polk County, Iowa.

Owner:
The Enclave of Johnston, L.L.C.

By: _____
Kevin P. Kohles, Member

By: _____
Douglas A. Siedenburg, Member

Date: 1/15/16

STATE OF IOWA:

ss

COUNTY OF Polk:

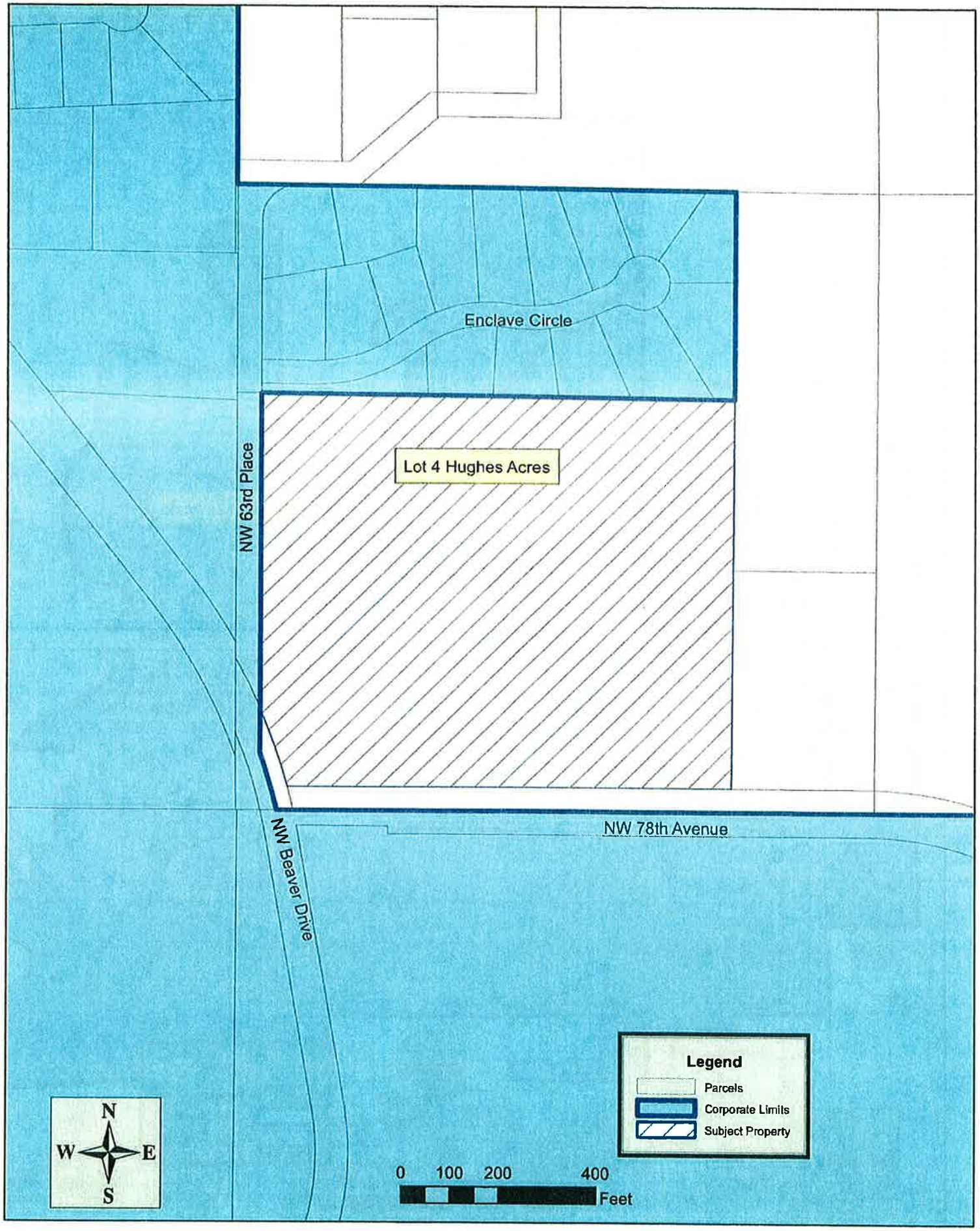
On this 15 day of JANUARY, 2016, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Kevin P. Kohles and Douglas A. Siedenburg, as Members of The Enclave of Johnston, L.L.C., and who executed the within and foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Peggy Hutchinson
Notary Public in and for

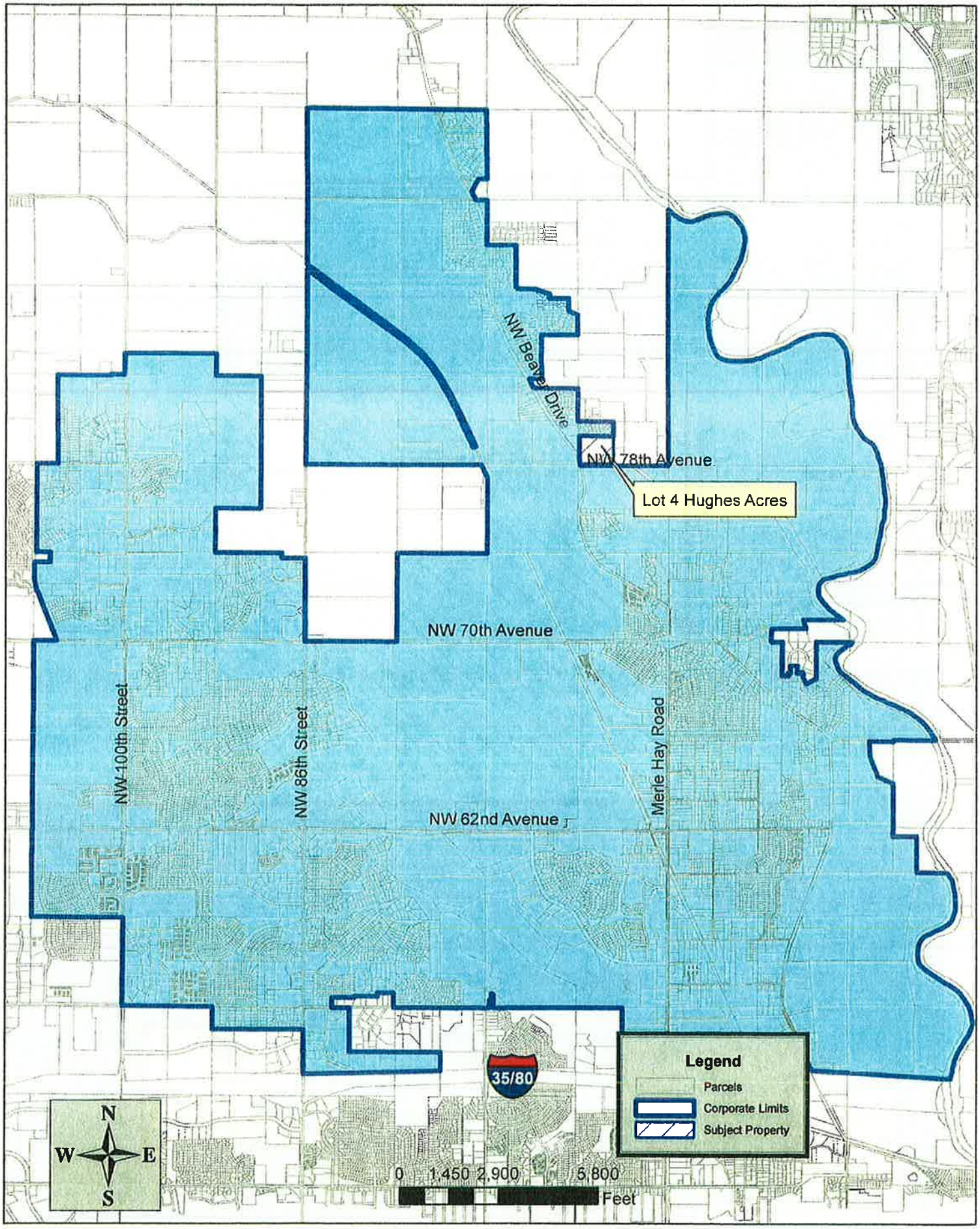
POLK, IOWA
County, State

H:\Community Development\Annexation\Minks Monk 2016\annex app.doc

NOTARIAL SEAL IOWA
PEGGY HUTCHINSON
Commission Number 162434
My Commission Expires
11-4, 2018



Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033



Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

PETITION FOR CHANGE IN ZONING CLASSIFICATION

To: Honorable Mayor and City Council
Johnston City Hall
6221 Merle Hay Road
P.O. Box 410
Johnston, IA 50131-0410

Date: March 9, 2016

We, the owners of property located at 7807 N.W. Beaver Dr. respectfully petition you to amend the Johnston Zoning Ordinance by rezoning the following legally described property:

Lot 4 Hughes Acres in Polk County Iowa

from the Unzoned District to the R-100 District.
(Present Zoning) (Proposed Zoning)

Provided herewith on the attached pages are the signatures of the owners of at least fifty percent (50%) of the property within 250 feet of the petitioned area, all as property owners consenting to this petitioned rezoning.

[signature]
Signature of Petitioner

6526 N.W. 84th Cr. Johnston, 50131
Address

515-778-0555
Phone Number

Attachments

** **

FOR OFFICE USE ONLY

Petition Received By: ____________ Date: ____________

Petition Filed: ____________ Fee Paid: ________ Receipt Number: ____________

...EIVED
MAR 9 - 2016

Johnston

ITEM NO. 8F

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016

SUBJECT: Consider a Memorandum of Understanding (MOU) between the city of Johnston and Rittgers Oaks Owners Association.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File _X_ Attorney Review

JPs

SYNOPSIS

Rittgers Oaks is a subdivision located at the northwest corner of the intersection of NW 70th Avenue and Merle Hay Road. The Owners Association is responsible for maintaining the area between the fence that surrounds the subdivision and curb (the Parking) along NW Beaver Drive, Merle Hay Road and NW 70th Avenue.

In 2005, when the improvements were made to the intersection of NW 70th Avenue and Merle Hay Road, the size of the Parking increased significantly due to the entrance/exit ramps to NW 70th Avenue that were removed with the intersection improvements (see attached map that compares the right of way in 2003 and 2015).

The Association requested that the city to consider taking over the maintenance of the Parking. Park department staff reviewed the request and determined that since they already have equipment in the area to maintain the open space at the corner of Merle Hay Road and NW Beaver Drive (OLZ on the attached map), it would be convenient and cost effective for the city to maintain the Parking along Merle Hay Road and NW 70th Avenue. They also believe this is one of the signature intersections in the community and want to make sure it is well maintained.

The proposed MOU provides that the city will perform routine maintenance of the trail the Association installed along Merle Hay Road and NW 70th Avenue, but the Association is responsible to replace the trail should it fall into a state of disrepair.

FISCAL IMPACT

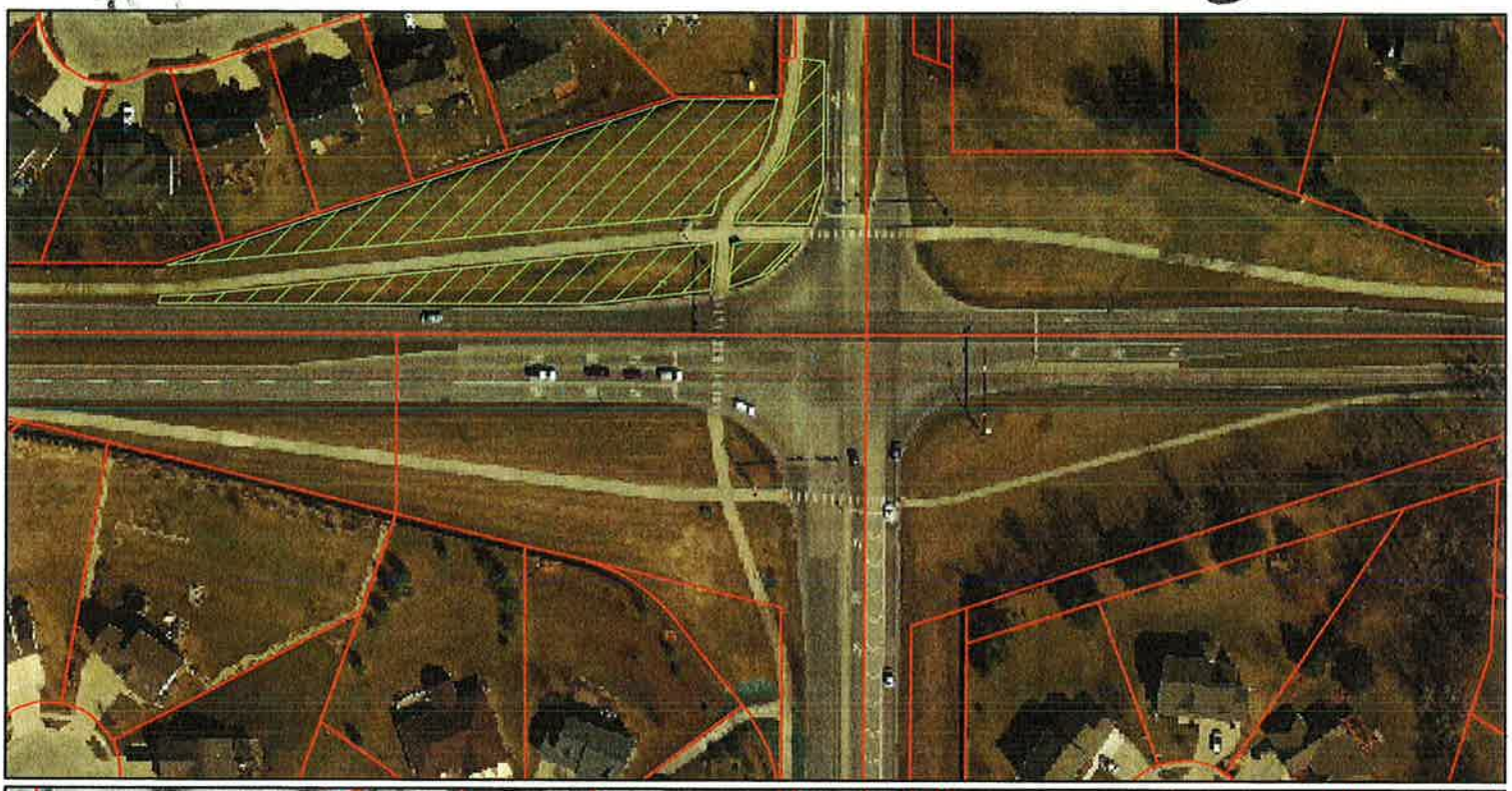
Additional staff time and equipment to mow the area.

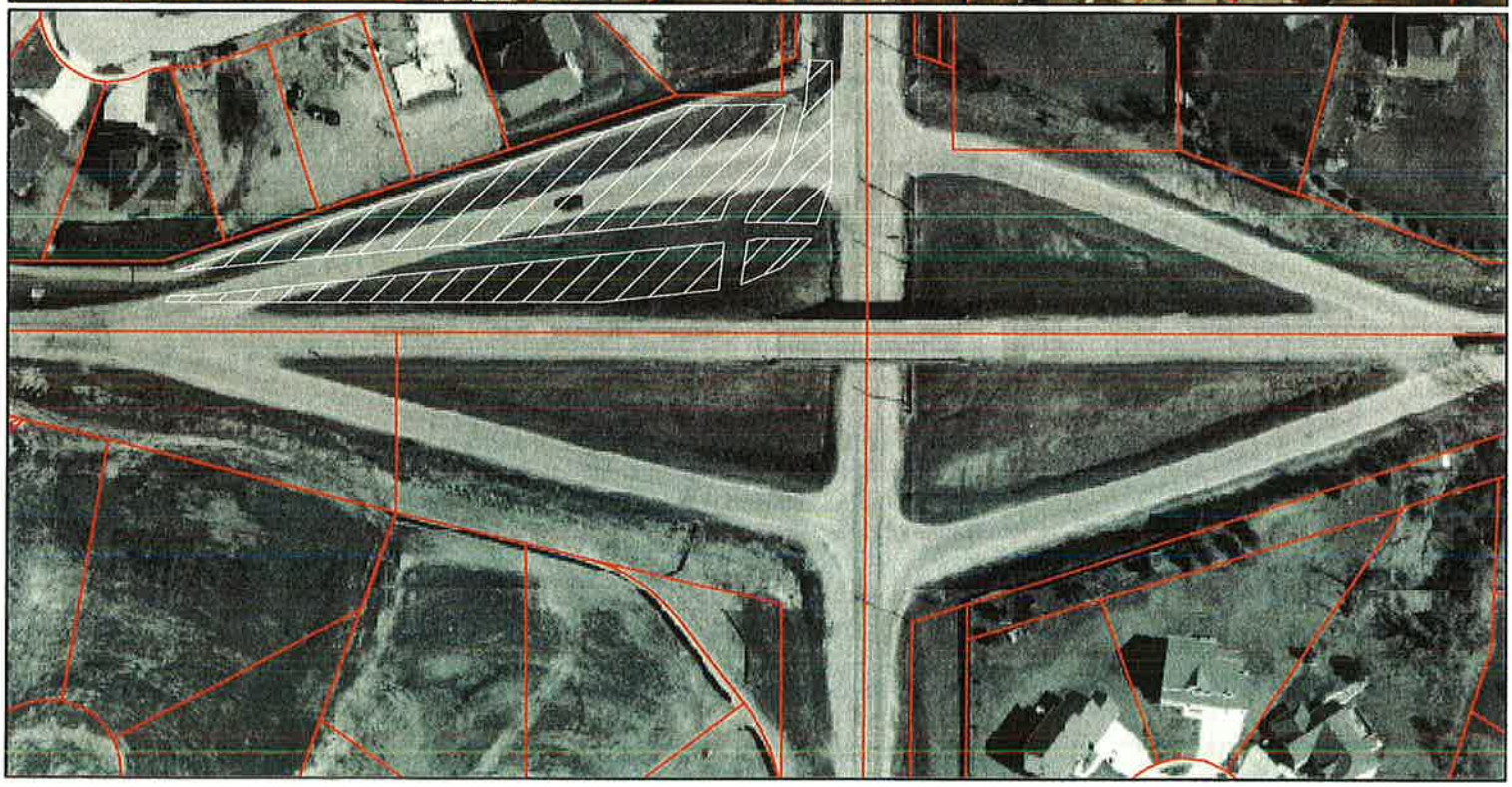
RECOMMENDATION

Staff recommends approval of the MOU

Comparison of Area 2015 vs. 2003

2015





2003

0 62.5 125 250 375 500 Feet

Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

Rittgers Oaks
Public Properties in Yellow

Memorandum of Understanding
between
City of Johnston, Iowa
and
Rittgers Oaks Owners Association

This Memorandum of Understanding (hereinafter called "MOU") is between the city of Johnston, Iowa (hereinafter called "City") and the Rittgers Oaks Owners Association (hereinafter called "Association").

I. Introduction

a. Background. Both parties have a mutual interest in making sure the grassy areas (hereafter called "Parking") outside the Associations' fence and adjacent to the public roadway is maintained to enhance the aesthetics of the neighborhood and the community.

b. Purpose. The purpose of this MOU is to recognize the mutual interest the parties have in maintaining the Parking and to establish the roles and responsibilities to maintain the Parking around the Rittgers Oaks subdivision (adjacent to Merle Hay Road and NW 70th Avenue).

c. Conditions.

i. City Code Chapter 135.10 states that "it shall be the responsibility of the abutting property owner to maintain all property outside the lot and property lines and inside the curb lines upon public streets".

ii. Section 2.11 (b) of the Association covenants required the Association to construct a seven (7.0') sidewalk within the public right of ways of NW Beaver Drive, Merle Hay Road and NW 70th Avenue. The covenants further require the Association shall be responsible for the maintenance, repair and replacement of the sidewalks.

iii. As a part of the Rittgers Oaks development requirements the City was deeded land for open space Out lot Z) at the southwest corner of the intersection of NW Beaver Drive and Merle Hay Road. The City is responsible for maintaining the land.

iv. In 2005 the City completed a road improvement project to improve the capacity and safety of the intersection of NW 70th Avenue and Merle Hay Road. The project involved removal of a bridge and entry/exit ramps which resulted in additional land in the Parking adjacent to the intersection.

II. Maintenance Responsibilities

i. Since the City has maintenance equipment in the area to maintain the open space, the city will maintain the parking areas adjacent to Merle Hay Road and NW 70th Avenue.

ii. The City will also perform minor or routine maintenance on the trail along Merle Hay Road and NW 70th Avenue including snow removal. Should the condition of the trail deteriorate to the point it needs replaced, the Association will be responsible for replacing the trail.

iii. The Association is responsible for maintaining the sidewalk/trail along NW Beaver Drive, the west side of the subdivision (between the subdivision and golf course) and between lots 65 and 66; and 72 and 73, including snow removal.

iv. The City will maintain the Parking and trails to the same standard it maintains other Parking and trails throughout the City.

b. Review and Implementation

i. This MOU will be approved on behalf of the Association by the Board of Directors. Approval on behalf of the City will be by the Johnston City Council.

ii. The MOU will be reviewed at intervals not to exceed five (5) years.

c. Indemnification

The Association agrees to indemnify and hold harmless the City from any and all liability that may arise as a result of the City's maintenance of the described property.

III. Administration

a. This MOU may be amended by written agreement between the Association and the City.

b. This MOU may be terminated by the mutual written agreement of the Association and the City or by either party upon a 90-day written notice to the other party.

c. The MOU shall become effective upon the latter date of signature of the parties. It shall remain in effect for a five-year term from the effective date.

In witness thereof, the parties hereto have executed this Memorandum of Understanding on the respective dates indicated.

By: Troy M Fuerst	By: _____
Printed: Troy M. Fuerst	Printed: _____
Title: President ROHOA	Title: _____
Date: 3/2/2016	Date: _____

ITEM NO. 8G

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Consider Resolution No. 16-67-A Resolution ordering construction, and fixing a date of April 18, 2016 at 7:00 p.m. for the public hearing on the 86th Street Booster Pumping Station Improvements.	ACTION REQUIRED: ___ Ordinance x__ Resolution x__ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	We have received documents from Ahlers and Cooney for the 86th Street Booster Pumping Station Improvements. Staff is proposing the following schedule for the bidding of the project: **March 21, 2016** City Council action to order construction and the public hearing on the plans, specifications, form of contract, and estimate of costs for the project. **April 12, 2016** Receive and open bids at 2:00 p.m. **April 18, 2016** Public hearing on the plans, specifications, form of contract and estimate of costs for the project, and consideration of award of contract.
FISCAL IMPACT	Estimated Cost of Project $ 370,000 The funds for this project will come from account number 601.5.810.67801
RECOMMENDATION:	Approve Resolution No. 16-67

COMPLETE AND RETURN TO
CITY WAINWRIGHT

(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:	March 21, 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 16-67

- Resolution ordering construction of the 86th Street Booster Pumping Station Improvements.

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

March 21, 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 ORDERING CONSTRUCTION OF THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," 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 No. 16-67

RESOLUTION ORDERING CONSTRUCTION OF THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 86th Street Booster Pumping Station Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 86th Street Booster Pumping Station Improvements, in the manner set forth in the plans and specifications and form of contract, above

referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice to Bidders and Notice of Public Hearing; the public improvements being more generally described as follows:

> All labor, materials, and equipment necessary for removal and replacement of pumps, piping, fittings, and electrical equipment within an existing below-grade concrete pumping station to increase the total pumping capacity to 2,100 gallons per minute (gpm).

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice to bidders once in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than forty-five days prior to April 12, 2016, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 o'clock P.M., on such date.

The City Council hereby delegates to the City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 18, 2016, at 7:00 o'clock P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in such newspaper, the publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 7:00 o'clock P.M. on April 18, 2016.

PASSED AND APPROVED this 21st day of March, 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)

01220780-1\10765-000

ITEM NO. 8H

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Consider Resolution No. 16-68 —A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the 86th Street Booster Pumping Station Improvements.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval WDC ___ Receive/File ___ Attorney Review

SYNOPSIS:	Staff is requesting approval of Resolution No. 16-68 to acquire real estate interests and authorizing payments for Easements for the 86th Street Booster Pumping Station Improvements.
RECOMMENDATION:	Approval of Resolution No. 16-68 A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the 86th Street Booster Pumping Station Improvements.

Motion by _____, seconded by _____, A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the 86th Street Booster Pumping Station Improvements.

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

10

RESOLUTION NO. 16-68

ACCEPTING THE ACQUISITION OF REAL ESTATE INTERESTS AND AUTHORIZING PAYMENTS TO ACQUIRE SUCH REAL PROPERTY FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS

WHEREAS, the plans and specifications for the said project have been prepared by the project's Engineer, Snyder & Associates, of Ankeny, 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 21st day of March, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	____	____	____	____
Clabaugh	____	____	____	____
Cope	____	____	____	____
Lindeman	____	____	____	____
Temple	____	____	____	____

Water Booster Pumping Station Easement
Recorders Cover Sheet

Preparer Information:
City of Johnston
P.O. Box 410, 6221 Merle Hay Road
Johnston, IA 50131
515-278-2344

Return Document To:
City of Johnston
P.O. Box 410, 6221 Merle Hay Road
Johnston, IA 50131
515-278-2344

Grantors:
Shattuck/RPM, Inc.

Grantees:
City of Johnston

Legal Description:
SEE ATTACHED EXHIBIT A

EASEMENT FOR WATER BOOSTER PUMPING STATION

KNOW ALL PERSONS BY THESE PRESENTS:

That SHATTUCK/RPM, INC. (hereinafter called "Grantor") in consideration of the sum of One Dollar ($1.00) to be paid by the City of Johnston, Iowa, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF JOHNSTON, IOWA**, a municipal corporation, (hereinafter called "City"), perpetual Easements for Water Booster Pumping Station for the purpose of the location of a below-grade booster pumping station for the City's finished water distribution system as, from time to time, determined by the City over, under, through and across the following described real estate:

SEE ATTACHED EXHIBIT A

(hereinafter called "Easement Areas") for the purpose of the City constructing, reconstructing, repairing, grading, improving, and maintaining the surface of said Easement Areas in a manner that will permit the free and unobstructed operation of the City's finished water distribution system infrastructure in the Easement Areas for the purpose of maintaining its finished water system, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED**. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas without obtaining the prior written approval of the City Administrator.
2. **OBSTRUCTIONS PROHIBITED**. Grantor and its successors and assigns shall not erect or cause to be placed on the Easement Areas any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth which could obstruct, impede, or otherwise interfere with the normal flow of surface water over or the maintenance of a storm sewer in the Easement Areas without obtaining the prior written approval of the City Administrator.
3. **MAINTENANCE OF EASEMENT**. The owner or occupant of the Lot shall keep and preserve that portion of the easement within his property in good repair and condition at all times, and shall remove all dead trees, shrubs, brush and trash which might obstruct or impede the flow of surface water.
4. **CHANGE IN GRADE PROHIBITED**. Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Administrator.
5. **RIGHT OF ACCESS**. City shall have the right of access to the Easement Areas from property adjacent to the Easement Areas from property adjacent to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Areas as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Areas and the right to improve, repair, and maintain the Easement Areas in whatever manner necessary to provide adequate and proper drainage and to protect the public health, safety and general welfare.

6. **EASEMENT RUNS WITH LAND**. This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
7. **PROPERTY TO BE RESTORED**. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any Easement Area, the City shall restore the easement area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this _____ day of _____, 20___.

_____
Grantor

_____
Type or legibly print Grantor's name

STATE OF IOWA)
(ss
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

Approved by the City Council of the City of Johnston (Grantee) on the _____ day of

_____, _____, by Resolution No. _____.

By: _____

_____, Mayor

Attest: _____

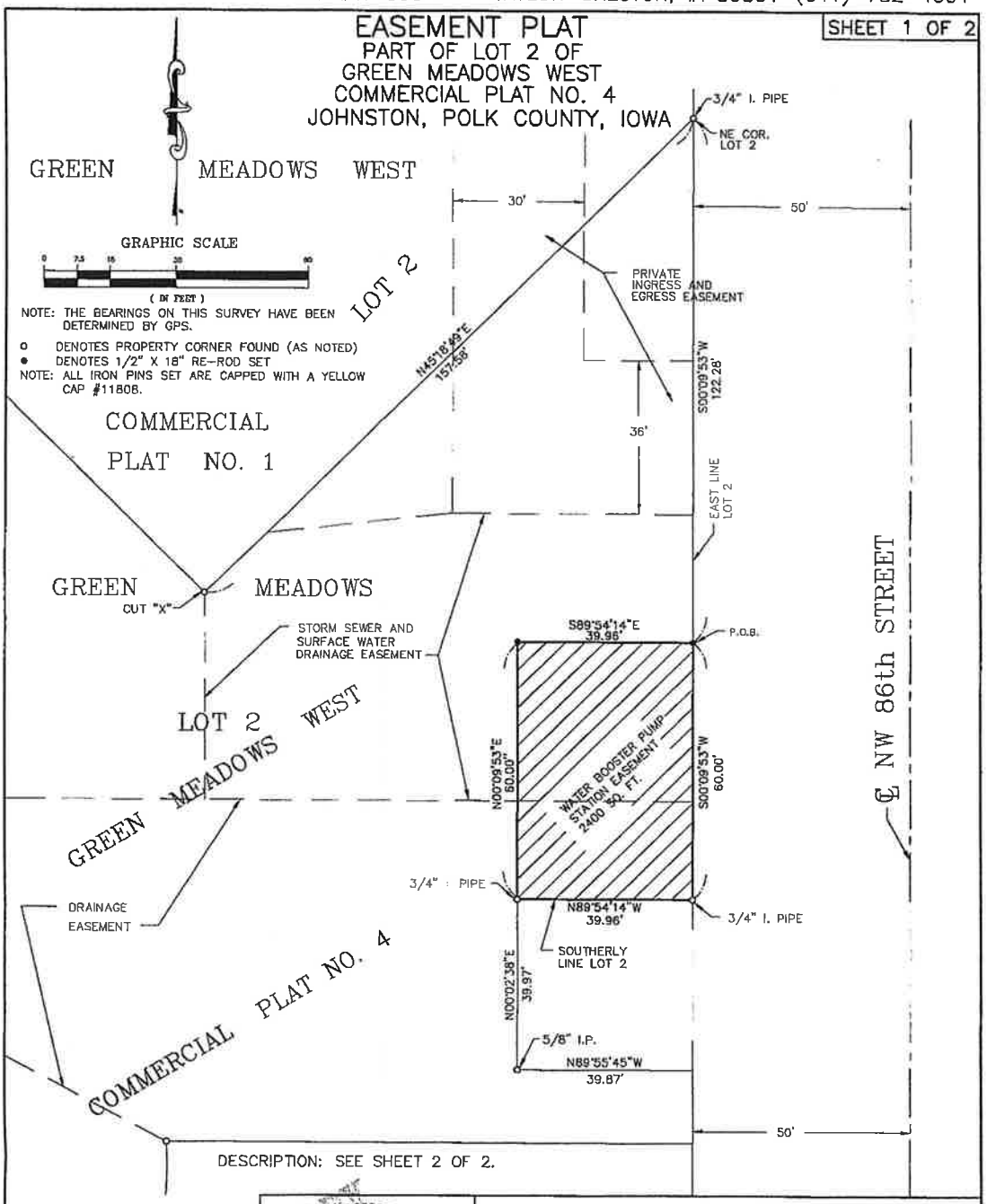
_____, City Clerk

PREPARED BY: JAMES E. NORMAN–500 EAST TAYLOR–CRESTON, IA 50801–(641)–782–4004

EASEMENT PLAT

PART OF LOT 2 OF
GREEN MEADOWS WEST
COMMERCIAL PLAT NO. 4
JOHNSTON, POLK COUNTY, IOWA

SHEET 1 OF 2



DESCRIPTION: SEE SHEET 2 OF 2.

PRELIMINARY

LICENSED LAND SURVEYOR
JAMES E. NORMAN
11808
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JAMES E. NORMAN, L.S. DATE

LICENSE NUMBER 11808

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 AND 2 OF 2

PROPRIETOR:
SHATTUCK/RPM, INC.

SURVEY FOR: CITY OF JOHNSTON
6221 MERLE HAY ROAD
JOHNSTON, IOWA 50131

PROJ. NO. 15–1925 DATE: 1–29–16

Mid–State Surveying and Consulting, Inc.
500 EAST TAYLOR
CRESTON, IOWA 50801
641–782–4004

PREPARED BY: JAMES E. NORMAN–500 EAST TAYLOR–CRESTON, IA 50801–(641)–782–4004

EASEMENT DESCRIPTION:

AN EASEMENT FOR THE BENEFIT OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA FOR THE PURPOSES OF A WATER BOOSTER PUMP STATION LOCATED IN A PORTION OF LOT 2 OF GREEN MEADOWS WEST COMMERCIAL PLAT NO. 4 IN THE CITY OF JOHNSTON, POLK COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT A 3/4" IRON PIPE ON THE NE CORNER OF SAID LOT 2, THENCE S00°09'53"W ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 122.28' TO A 1/2" IRON PIN ON THE POINT OF BEGINNING, THENCE S00°09'53"W ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 60.00' TO A 3\4" IRON PIPE, THENCE N89°54'14"W ALONG THE SOUTHERLY LINE OF LOT 2 A DISTANCE OF 39.96' TO A 3/4" IRON PIPE, THENCE N00°09'53"E A DISTANCE OF 60.00' TO A 1/2" IRON PIN, THENCE S89°54'14"E A DISTANCE OF 39.96' TO THE POINT OF BEGINNING, CONTAINING 2400 SQUARE FEET, SUBJECT TO ANY EASEMENTS OF RECORD.

PRELIMINARY

Mid–State Surveying and Consulting, Inc.

SURVEY FOR: CITY OF JOHNSTON
DATE: 1–29–16

ITEM NO. 8I

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Consider Resolution No. 16-65 —A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Staff is requesting approval of Resolution No. 16-65 to acquire real estate interests and authorizing payments for Right of Way and Easements for the NW 57th Ave Improvements project.
RECOMMENDATION:	Approval of Resolution No. 16-65 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.

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

J8

RESOLUTION NO. 16-65

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 21st day of March, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	____	____	____	____
Clabaugh	____	____	____	____
Cope	____	____	____	____
Lindeman	____	____	____	____
Temple	____	____	____	____

ACQUISITION SUMMARY (February 12, 2016)

Project.: NW 57th Avenue Improvements
Owner: City of Johnston, Iowa
Description: from Merle Hay Road to NW Beaver Drive

Project No.: 14J016.01
Engineer: Foth Infrastructure & Environment, LLC
Summary: Existing 40' ROW and Proposed 60' ROW with 26' Street

Project Parcel No.	Property Address	Owner(s)	Mailing Address	Signed W-9 Fee Title ROW	Permanent ROW (SF)	Permanent Easement (SF)	Temp. Easement (SF)	Perm. ROW Cost	Perm. Easement Cost	Temp. Easement Cost	Other Settlement Comp (trees/fence)	Total Cost per Parcel
26		Greedy Investments LLC	6865 NW 52nd Ct, Johnston, IA 50131		0	0	770	$0.00	$0.00	$129.36	$0.00	$129.36
27	4945 NW 57th Avenue	Greedy Investments LLC	6865 NW 52nd Ct, Johnston, IA 50131		0	0	1,988	$0.00	$0.00	$333.98	$0.00	$333.98
28	4901 NW 57th Avenue	Greedy Investments LLC	6865 NW 52nd Ct, Johnston, IA 50131		0	0	1,949	$0.00	$0.00	$327.43	$0.00	$327.43
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
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												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
					0	0	4,707	$0.00	$0.00	$790.77	$0.00	**$790.77**

RESIDENTIAL PROPERTY
Fee Title Right-of-Way Cost ($1.15 per SF)
INDUSTRIAL PROPERTY
Fee Title Right-of-Way Cost ($2.10 per SF)
COMMERCIAL PROPERTY
Fee Title Right-of-Way Cost ($4.00 per SF)
TREE COMPENSATION
Compensation for trees greater than 1.5" diameter ($500 per tree)

ITEM NO. 8J

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Approval of Pay Request No. 3 to Synergy Contracting LLC in the amount of $2,955.00 for work completed as of March 7, 2016 on the NW Frost Way Water Main Relocation project.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval WOC ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 3 in the amount of $2,955.00 work completed as of March 7, 2016 on the NW Frost Way Water Main Relocation project. $1,284.79 of the value of completed work has been retained so far. The Project Engineer, with Snyder & Associates, Inc, 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. 3 is attached.
FISCAL IMPACT	The funds for this payment will come from account 601
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 3

Motion by _____, seconded by _____, Approval of Pay Request No.3 to Synergy Contracting LLC for work completed as of March 7, 2016 on the NW Frost Way Water Main Relocation Project.

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	____	____	____	____
Clabaugh	____	____	____	____
Cope	____	____	____	____
Lindeman	____	____	____	____
Temple	____	____	____	____

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: NW Frost Way Water Main Relocation
OWNER: City of Johnston, Iowa
CONTRACTOR: Synergy Contracting LLC
ADDRESS: PO Box 388
Bondurant, Iowa 50035
DATE: March 7, 2016

PAYMENT PERIOD: October 22, 2015 to March 7, 2016

1. CONTRACT SUMMARY:

Original Contract Amount:	$86,340.00
Net Change by Change Order:	-$687.30
Contract Amount to Date:	$85,652.70

CONTRACT PERIOD: COMPLETION DATE

Original Contract Date: August 3, 2015

Final Comletion Date: September 7, 2015

Added by Change Order: 0 Working Days

Notice to Proceed Date: August 12, 2015

2. WORK SUMMARY:

Total Work Performed to Date:	$85,652.70
Retainage: ~~5%~~ 1.5%	$1,284.79
Total Earned Less Retainage:	$84,367.91
Less Previous Applications for Payment:	$81,412.91
AMOUNT DUE THIS APPLICATION:	$2,955.00

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:
(1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Partial Payments.
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Synergy Contracting LLC
CONTRACTOR

By _____ DATE: _____

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By _____ DATE: _____

5. OWNER'S APPROVAL

City of Johnston, Iowa
OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

BASE BID ITEM NO.	DESCRIPTION	CONTRACT ITEMS QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETED WORK QUANTITY	CO #	COST
1	Water main, 8" DI	150	LF	$202.50	$30,375.00	150.00		$30,375.00
2	Water Service, 1" by Trenchless	95	LF	$57.00	$5,415.00	95.00		$5,415.00
3	Connect to Existing Water Main	2	EA	$6,000.00	$12,000.00	2.00		$12,000.00
4	Connect to Existing Water Service	1	EA	$900.00	$900.00	1.00		$900.00
5	Hydrant Assembly	1	EA	$6,750.00	$6,750.00	1.00		$6,750.00
6	Pavement Removal	100	SY	$12.00	$1,200.00	51.10	1	$613.20
7	Granular Surfacing, Class A	40	TON	$30.00	$1,200.00	36.65	1	$1,099.50
8	Water Main Abandonment	1,500	LF	$4.50	$6,750.00	1,500.00		$6,750.00
9	Seeding, Type 1	1.0	LS	$3,000.00	$3,000.00	1.00		$3,000.00
10	Traffic Control	1	LS	$11,250.00	$11,250.00	1.00		$11,250.00
11	Clearing and Grubbing	1	LS	$7,500.00	$7,500.00	1.00		$7,500.00
		SUBTOTAL COST			$86,340.00	SUBTOTAL COST		$85,652.70
CHANGE ORDER SUMMARY:								
1.0	Final Quantity Adjustment							
	6. Pavement Removal	-48.9	SY	$12.00	-$586.80			
	7. Granular Surfacing, Class A	-3.35	TON	$30.00	-$100.50			
		TOTAL CHANGE ORDERS			-$687.30			$0.00
		TOTAL CONTRACT & CHANGE ORDERS			$85,652.70	TOTAL COMPLETED WORK		$85,652.70

RESOLUTION NO. 16-66

A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE NW 70TH AVENUE IMPROVEMENTS 98TH STREET TO WEST CITY LIMITS.

WHEREAS, Patrick Kueter, Project Engineer, for Foth Infrastucture & 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. 1 is for additional signage, removal of light poles and bases at NW 70th and NW 100th Street, and ductile iron sanitary sewer drop.

This change order will increase the contract amount by $9,830.70

PASSED AND APPROVED this 121st day of February, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Clabaugh	____	____	____	____
Cope	____	____	____	____
Brown	____	____	____	____
Temple	____	____	____	____
Lindeman	____	____	____	____

CHANGE ORDER 01

Distribution:
Owner - Finance ___
Owner - Public Works ___
Engineer ___
Contractor ___

Johnston
Department of Public Works
6221 Merle Hay Road
Johnston, IA 50131
(515) 278-2344 Fax (515) 278-2033

Contractor: **Alliance Construction Group**
3000 SE Grimes Blvd. Ste. 800
Grimes, IA 50111

Project Title	**NW 70th Avenue Improvments 98th Street to West City Limits**	
Johnston Project File Number		
Foth Project File Number	**13J020.03**	
Orig. Contract Amount & Date	**$7,361,434.50**	**December 21, 2016**
Change Order Number	**1**	
Date	**March 21, 2016**	

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No.	Item Code	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 1.1	8010	Additional Signage - Rene's Greenhouse	EA	$220.00	5	$1,100.00
CO 1.2	2010	Exisitng Street Light Poles and Base Removal - Intersection of NW 70th and 100th St.	EA	$715.00	4	$2,860.00
CO 1.3	6010	Ductile Iron Sanitary Sewer Drop - Existing MH 2	LS	$5,870.70	1	$5,870.70
						$9,830.70

CHANGE ORDER SUMMARY

The Original Contract Sum was	$7,361,434.50
Net Change by previously authorized Change Orders	$0.00
The Contract Sum prior to This Change Order was	$7,361,434.50
The Contract Sum will be **increased** by this Change Order in the amount of	$9,830.70
The new Contract Sum including this Change Order will be	**$7,371,265.20**
The Contract Time will be **unchanged** by	0 Days

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

Prepared By:	**Recommended By:**	**Checked By:**
Foth Infrastructure & Environment, LLC	**Alliance Construction Group**	**City of Johnston**
Signature: Patrick P. Kueter	Signature:	Signature:
Name: Patrick Kueter	Name: Jason DeGraff	Name:
Title: Project Engineer	Title: Project Manager	Title:
Date: 3/11/16	Date: 3/11/16	Date:

Owner: **City of Johnston**

☐ ≤	$500 Department Director	X_____	Date_____
☐	$501 to $2,500 City Administrator	X_____	Date_____
☐			Date
☐ >	$2,501 City Council approved or ratified at Council meeting on		Date

ITEM NO. 8K

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Consideration of Resolution No. 16-66—A Resolution approving Change Order No. 1 for the NW 70th Avenue Improvements 98th Street to West City limits.	ACTION REQUIRED: ___ Ordinance _x_ Resolution WOC _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Alliance Construction Group has submitted a change order on the NW 70th Avenue Improvements 98th Street to West City limits. Change order no. 1 is to add the following to the contract: • Additional signage for Rene's Greenhouse • Removal of street light poles and bases at NW 70th and 100th • Ductile iron sanitary sewer drop	
FISCAL IMPACT	Change order amount	$9,830.70
RECOMMENDATION:	Approval	

Motion by _____, seconded by _____, Consideration of Resolution No. 16-66-A Resolution approving Change Order No. 1 for the NW 70th Avenue Improvements 98th Street to West City limits.

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Clabaugh	____	____	____	____
Cope	____	____	____	____
Brown	____	____	____	____
Temple	____	____	____	____
Lindeman	____	____	____	____

ITEM NO. 8L

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Approval of Pay Request No. 1 to Alliance Construction Group in the amount of $81,719.67 for work completed as of March 4, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval WOC ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 1 in the amount of $81,719.67 work completed as of March 4, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits. $4,301.04 of the value of completed work has been retained so far. The Project Engineer, Patrick Kueter 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. 1 is attached.
FISCAL IMPACT	The funds for this payment will come from account 346
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 1

Motion by _____, seconded by _____, Approval of Pay Request No.1 to Alliance Construction Group for work completed as of March 4, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.

ROLL CALL VOTE:	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

PAY REQUEST 1

Department of Public Works
6221 Merle Hay Road
Johnston, IA 50131
Phone (515) 278-2344
Fax (515) 278-2033

Project Title:	NW 70th Avenue Improvements 98th Street to West City Limits		
Project File Number:		Project Number:	13J020.02
Purchase Order Number:			
Original Contract Amount & Date	$7,361,434.50		12/21/2015
Notice to Proceed Date	2/29/2016		
Estimated Completion Date	10/14/2016		
Pay Period	2/29/2016	to	3/4/2016
Pay Request Number	1		
Date	3/21/2016		
Contract ID			

Contractor: Alliance Construction Group
3000 SE Grimes Blvd, #800
Grimes, IA 50111

Division 1 City of Johnston

Division 2 City of Grimes

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE													
2.1	2010-C-1000	CLEARING & GRUBBING	LS	0.586	0.414	$20,000.00	$11,720.00	$8,280.00	0.15	0.10	$3,000.00	$2,000.00	$5,000.00
2.2	2010-D-1000	TOPSOIL, ON SITE	CY	10,284	965	$16.00	$164,544.00	$15,440.00	0.00	0.00	$0.00	$0.00	$0.00
2.3	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	47,492	2,331	$8.00	$379,936.00	$18,648.00	0.00	0.00	$0.00	$0.00	$0.00
2.4	2010-G-1012	SUBGRADE PREPARATION, 12 IN.	SY	9,853	3,244	$5.00	$49,265.00	$16,220.00	0.00	0.00	$0.00	$0.00	$0.00
2.5	2010-G-1018	SUBGRADE PREPARATION, 18 IN.	SY	26,182	0	$3.50	$91,637.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.6	2010-I-1000	MODIFIED SUBBASE	CY	7,264	1,061	$54.00	$392,256.00	$58,374.00	0.00	0.00	$0.00	$0.00	$0.00
2.7	2010-J-1100	REMOVALS, AS PER PLAN	LS	1	0	$3,200.00	$3,200.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.8	2010-J-1120	RELOCATION OF MAILBOXES	EA	5	0	$200.00	$1,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.9	2010-J-2200	REMOVAL OF CULVERT LESS THAN OR EQUAL TO 36 IN.	LF	35	0	$30.00	$1,050.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.10	2010-J-3000	REMOVAL OF WATER MAIN	LF	119	0	$57.00	$6,783.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.11	2010-K-1008	FILLING & CAPPING OF PIPE, WATER MAIN, 8 IN.	LF	84	0	$31.00	$2,604.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.12	2010-K-1012	FILLING & CAPPING OF PIPE, WATER MAIN, 12 IN.	LF	1,274	0	$25.00	$31,850.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
2.13	2010-K-1016	FILLING & CAPPING OF PIPE, WATER MAIN, 16 IN.	LF	178	0	$35.00	$6,230.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION													
3.1	3010-C-1000	TRENCH FOUNDATION	TON	500	500	$32.00	$16,000.00	$16,000.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 4 - SEWERS AND DRAINS													
4.1	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 IN.	LF	568	0	$110.00	$62,480.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.2	4010-E-1004	SANITARY SEWER SERVICE STUB, TRENCHED, 4 IN.	LF	129	0	$175.00	$22,575.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.3	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	374	175	$125.00	$46,750.00	$21,875.00	0.00	0.00	$0.00	$0.00	$0.00
4.4	4020-A-1330	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	166	128	$250.00	$41,500.00	$32,000.00	0.00	0.00	$0.00	$0.00	$0.00
4.5	4020-A-1336	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	382	208	$220.00	$84,040.00	$45,760.00	0.00	0.00	$0.00	$0.00	$0.00
4.6	4020-A-1342	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	809	0	$360.00	$291,240.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.7	4020-A-1348	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN.	LF	968	0	$340.00	$329,120.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.8	4020-A-1354	STORM SEWER, TRENCHED, RCP, CLASS IV, 54 IN.	LF	623	0	$285.00	$177,555.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.9	4020-A-1515	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	2,126	149	$105.00	$223,230.00	$15,645.00	0.00	0.00	$0.00	$0.00	$0.00
4.10	4020-A-1518	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	36	22	$125.00	$4,750.00	$2,750.00	0.00	0.00	$0.00	$0.00	$0.00
4.11	SPECIAL	STORM SEWER, TRENCHED, DIP, 24 IN.	LF	12	0	$700.00	$8,400.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.12	4020-C-1000	REMOVAL OF STORM SEWER LESS THAN OR EQUAL TO 36 IN.	LF	552	0	$50.00	$27,600.00	$0.00	59.00	0.00	$2,950.00	$0.00	$2,950.00
4.13	4020-C-2000	REMOVAL OF STORM SEWER GREATER THAN 36 IN.	LF	517	0	$75.00	$38,775.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.14	4030-A-1000	PIPE CULVERT, TRENCHED, CMP, 42 IN.	LF	10	0	$400.00	$4,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.15	4030-B-1315	PIPE APRON, CONCRETE, 15 IN.	EA	4	1	$1,500.00	$5,250.00	$750.00	0.00	0.00	$0.00	$0.00	$0.00
4.16	4030-B-1354	PIPE APRON, CONCRETE, 54 IN.	EA	2	0	$5,000.00	$10,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.17	4040-A-1006	SUBDRAIN, PVC, CASE A, 6 IN.	LF	5,539	508	$13.00	$72,007.00	$6,604.00	0.00	0.00	$0.00	$0.00	$0.00
4.18	4040-A-2006	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	431	65	$13.00	$5,603.00	$845.00	0.00	0.00	$0.00	$0.00	$0.00
4.19	4040-A-3006	SUBDRAIN, PVC, BACKSLOPE, 6 IN.	LF	1,000	0	$22.00	$22,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
4.20	4040-C-1000	SUBDRAIN CLEANOUT, TYPE A-1	EA	14.50	2.50	$500.00	$7,250.00	$1,250.00	0.00	0.00	$0.00	$0.00	$0.00
4.21	4040-C-1020	SUBDRAIN CLEANOUT, TYPE B	EA	1.75	0.25	$900.00	$1,575.00	$225.00	0.00	0.00	$0.00	$0.00	$0.00
4.22	4040-D-1010	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	EA	52.25	4.75	$350.00	$18,287.50	$1,662.50	0.00	0.00	$0.00	$0.00	$0.00
4.23	SPECIAL	FIELD TILE, PVC, UNSPECIFIED DIA.	LF	250	250	$20.00	$5,000.00	$5,000.00	0.00	0.00	$0.00	$0.00	$0.00
4.24	4060-B-1000	VIDEO INSPECTION OF STORM SEWER	LS	0.586	0.414	$16,000.00	$9,376.00	$6,624.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 5 - WATER MAIN AND APPURTENANCES													
5.1	5010-A-1012	WATER MAIN, TRENCHED, PVC C900, DR18, 12 IN.	LF	663	0	$45.00	$29,835.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.2	5010-A-1016	WATER MAIN, TRENCHED, PVC C905, DR18, 16 IN.	LF	214	0	$70.00	$14,980.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.3	5010-A-1108	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 8 IN.	LF	40	0	$85.00	$3,400.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.4	5010-A-1112	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 12 IN.	LF	337	0	$80.00	$26,960.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.5	5010-A-1116	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 16 IN.	LF	257	0	$150.00	$38,550.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.6	5010-B-1016	WATER MAIN WITH CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 16 IN.	LF	288	0	$300.00	$86,400.00	$0.00	138.00	0.00	$41,400.00	$0.00	$41,400.00
5.7	5010-C-2000	WATER MAIN FITTINGS	LB	4,314	0	$7.00	$30,198.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00

5.8	5010-D-1002	WATER SERVICE STUB, COPPER, 1 IN.	EA	4	0	$4,600.00	$18,400.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.9	SPECIAL	YARD HYDRANT ASSEMBLY	EA	2	0	$2,000.00	$4,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.10	5020-A-1008	VALVE, GATE, 8 IN.	EA	1	0	$1,500.00	$1,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.11	5020-A-1012	VALVE, GATE, 12 IN.	EA	5	0	$2,500.00	$12,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.12	5020-A-1016	VALVE, GATE, 16 IN.	EA	2	0	$6,500.00	$13,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.13	SPECIAL	REMOVAL OF FIRE HYDRANT ASSEMBLY	EA	5	0	$2,500.00	$12,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.14	5020-C-1000	FIRE HYDRANT ASSEMBLY	EA	7	0	$5,000.00	$35,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.15	5020-C-1050	RELOCATE OF FIRE HYDRANT ASSEMBLY	EA	5	1	$3,500.00	$17,500.00	$3,500.00	0.00	0.00	$0.00	$0.00	$0.00
5.16	5020-F-1000	VALVE BOX EXTENSION	EA	1	0	$300.00	$300.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.17	5020-H-1000	FIRE HYDRANT ADJUSTMENT	EA	1	0	$1,000.00	$1,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
5.18	SPECIAL	RELOCATION OF WATER MAIN	EA	5	1	$11,000.00	$55,000.00	$11,000.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER													
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	0	$5,500.00	$16,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.2	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	2.75	0.25	$3,500.00	$9,625.00	$875.00	0.00	0.00	$0.00	$0.00	$0.00
6.3	6010-A-1560	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.25	0.75	$5,000.00	$6,250.00	$3,750.00	0.00	0.00	$0.00	$0.00	$0.00
6.4	6010-A-1572	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	0.75	0.25	$7,000.00	$5,250.00	$1,750.00	0.00	0.00	$0.00	$0.00	$0.00
6.5	6010-A-1596	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA	2	0	$30,000.00	$60,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.6	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA	9.5	0.5	$2,500.00	$23,750.00	$1,250.00	0.00	0.00	$0.00	$0.00	$0.00
6.7	6010-B-1501	INTAKE, SINGLE GRATE, SW-501, MOD. 1	EA	1	0	$3,500.00	$3,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.8	6010-B-1502	INTAKE, SW-502, 48 IN.	EA	3.75	0.25	$3,500.00	$13,125.00	$875.00	0.00	0.00	$0.00	$0.00	$0.00
6.9	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA	4.50	1.50	$3,800.00	$17,100.00	$5,700.00	0.00	0.00	$0.00	$0.00	$0.00
6.10	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD. 1	EA	4	0	$8,000.00	$32,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.11	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD. 2	EA	5	0	$8,000.00	$40,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.12	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	3	0	$3,500.00	$10,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.13	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EA	5	2	$6,000.00	$30,000.00	$12,000.00	0.00	0.00	$0.00	$0.00	$0.00
6.14	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506, MOD. 1	EA	1	0	$13,000.00	$13,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.15	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506, MOD. 2	EA	3	0	$13,000.00	$39,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.16	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 4' x 4'	EA	2.50	1.50	$4,000.00	$10,000.00	$6,000.00	0.00	0.00	$0.00	$0.00	$0.00
6.17	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 4' x 4', MOD. 1	EA	1	0	$5,000.00	$5,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.18	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 6' x 6', MOD. 1	EA	1	0	$7,500.00	$7,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.19	6010-F-1000	MANHOLE ADJUSTMENT, MAJOR	EA	6	0	$3,000.00	$18,000.00	$0.00	1.00	0.00	$3,000.00	$0.00	$3,000.00
6.20	6010-G-2000	CONNECTION TO EXISTING SANITARY MANHOLE	EA	3	0	$4,000.00	$12,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
6.21	6010-H-1000	REMOVE MANHOLE OR INTAKE	EA	15.50	1.50	$700.00	$10,850.00	$1,050.00	2.00	0.00	$1,400.00	$0.00	$1,400.00
DIVISION 7 - STREETS & RELATED WORK													
7.1	7010-A-1090	PAVEMENT, PCC, CLASS C-QMC, 9 IN.	SY	27,762	2,567	$64.20	$1,782,320.40	$164,801.40	0.00	0.00	$0.00	$0.00	$0.00
7.2	SPECIAL	COLORED PAVEMENT, PCC, CLASS C, 9 IN.	SY	755	38	$135.00	$101,925.00	$5,130.00	0.00	0.00	$0.00	$0.00	$0.00
7.3	7010-G-1000	CONCRETE MEDIAN, PAVED, 6 IN.	SY	258.9	0.0	$85.00	$22,006.50	$0.00	0.00	0.00	$0.00	$0.00	$0.00
7.4	7010-G-2000	CONCRETE MEDIAN, DOWELLED	SY	29.1	2.4	$135.00	$3,928.50	$324.00	0.00	0.00	$0.00	$0.00	$0.00
7.5	7010-G-1000	PCC PAVEMENT SAMPLES AND TESTING	LS	0.586	0.414	$15,000.00	$8,790.00	$6,210.00	0.00	0.00	$0.00	$0.00	$0.00
7.6	7010-J-1000	GRANULAR SURFACING	TON	65	0	$40.00	$2,600.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
7.7	7030-A-1000	REMOVAL OF SIDEWALK	SY	15	35	$30.00	$450.00	$1,050.00	0.00	0.00	$0.00	$0.00	$0.00
7.8	7030-A-3000	REMOVAL OF PAVED DRIVEWAY	SY	176	0	$25.00	$4,400.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
7.9	7030-C-1005	SHARED USE PATH, PCC, 5 IN.	SY	4,209	379	$32.00	$134,688.00	$12,128.00	0.00	0.00	$0.00	$0.00	$0.00
7.10	7030-E-1004	SIDEWALK, PCC, 4 IN.	SY	352	14	$32.00	$11,264.00	$448.00	0.00	0.00	$0.00	$0.00	$0.00
7.11	7030-E-1006	SIDEWALK, PCC, 6 IN.	SY	367	75	$45.00	$16,515.00	$3,375.00	0.00	0.00	$0.00	$0.00	$0.00
7.12	7030-G-1000	DETECTABLE WARNINGS	SF	400	80	$45.00	$18,000.00	$3,600.00	0.00	0.00	$0.00	$0.00	$0.00
7.13	7030-H-1060	DRIVEWAY, PAVED, PCC, 6 IN.	SY	415	0	$60.00	$24,900.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
7.14	7030-H-2000	GRANULAR SURFACING FOR DRIVEWAYS	TON	517	0	$35.00	$18,095.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
7.15	7040-H-1000	PAVEMENT REMOVAL	SY	23,124	1,455	$10.00	$231,240.00	$14,550.00	112.00	0.00	$1,120.00	$0.00	$1,120.00
7.16	SPECIAL	TEMPORARY PAVEMENT, 6 IN.	SY	4,020	0	$42.00	$168,840.00	$0.00	112.00	0.00	$4,704.00	$0.00	$4,704.00
7.17	SPECIAL	TRANSITION PAVEMENT	SY	1,069	0	$50.00	$53,450.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL													
8.1	8010-B-2000	POSTS FOR SIGNS, STEEL	LF	883	82	$10.00	$8,830.00	$820.00	0.00	0.00	$0.00	$0.00	$0.00
8.2	8010-B-4000	TYPE A SIGNS	SF	380.70	31.80	$25.00	$9,517.50	$795.00	0.00	0.00	$0.00	$0.00	$0.00
8.3	8010-C-1000	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	108.71	1.89	$80.00	$8,696.80	$151.20	0.00	0.00	$0.00	$0.00	$0.00
8.4	8010-C-1010	PAINTED PAVEMENT MARKINGS, DURABLE	STA	96.56	13.83	$125.00	$12,070.00	$1,728.75	0.00	0.00	$0.00	$0.00	$0.00
8.5	8010-C-1060	REMOVABLE TAPE MARKINGS	STA	26.14	0	$125.00	$3,267.50	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.6	8010-C-1070	GROOVES CUT FOR PAVEMENT MARKINGS	STA	96.56	13.83	$75.00	$7,242.00	$1,037.25	0.00	0.00	$0.00	$0.00	$0.00
8.7	8010-C-1080	PAVEMENT MARKINGS REMOVED	STA	20.12	4.25	$60.00	$1,207.20	$255.00	0.00	0.00	$0.00	$0.00	$0.00
8.8	8010-C-2010	PAINTED SYMBOLS & LEGENDS, DURABLE	EA	30	3	$200.00	$6,000.00	$600.00	0.00	0.00	$0.00	$0.00	$0.00
8.9	8010-C-2070	GROOVES CUT FOR SYMBOLS & LEGENDS	EA	30	3	$125.00	$3,750.00	$375.00	0.00	0.00	$0.00	$0.00	$0.00
8.10	8010-C-2080	SYMBOLS & LEGENDS REMOVED	EA	3	0	$125.00	$375.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.11	8010-D-1000	TRAFFIC CONTROL	LS	0.586	0.414	$310,000.00	$181,660.00	$128,340.00	0.04	0.02	$10,850.00	$7,826.00	$18,476.00

8.12	SPECIAL	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	30	10	$75.00	$2,250.00	$750.00	20.00	8.00	$1,500.00	$600.00	$2,100.00
8.13	SPECIAL	CONDUIT, HDPE, 2 IN.	LF	9,855	0	$8.00	$78,840.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.14	SPECIAL	HANDHOLE, TYPE I, FURNISH AND INSTALL	EA	5	0	$1,000.00	$5,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.15	SPECIAL	HANDHOLE, TYPE III, FURNISH AND INSTALL	EA	13	0	$1,700.00	$22,100.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.16	SPECIAL	POWER CABLE WIRE - 1C #4	LF	20	0	$6.00	$120.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.17	SPECIAL	STREET LIGHT CABLE - 1C #10	LF	360	0	$1.50	$540.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.18	SPECIAL	NEUTRAL WIRE - 1C #4	LF	20	0	$6.00	$120.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.19	SPECIAL	GROUND WIRE	LF	180	0	$2.00	$360.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.20	SPECIAL	TRACER WIRE - 1C #10	LF	10,350	0	$0.75	$7,762.50	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.21	SPECIAL	PULL ROPE	LF	10,350	0	$0.50	$5,175.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.22	SPECIAL	POLE FOOTING	EA	1	0	$1,500.00	$1,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.23	SPECIAL	LIGHT POLE, INSTALL ONLY	EA	1	0	$700.00	$700.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.24	SPECIAL	POLE MOUNTED CABINET, INSTALL ONLY	EA	1	0	$500.00	$500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
8.25	SPECIAL	MONUMENT SIGN LIGHTING	LS	1	0	$2,000.00	$2,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 9 - SITEWORK AND LANDSCAPING													
9.1	9010-B-1100	HYDRAULIC SEED, FERT. & MULCH, TYPE 1 (PERMANENT LAWN MIX)	AC	10	1	$2,750.00	$27,500.00	$2,750.00	0.00	0.00	$0.00	$0.00	$0.00
9.2	9010-B-1200	HYDRAULIC SEED, FERT. & MULCH, TYPE 2 (PERMANENT COOL-SEASON MIX FOR SLOPES /	AC	2	0.5	$2,000.00	$4,000.00	$1,000.00	0.00	0.00	$0.00	$0.00	$0.00
9.3	9010-B-1400	HYDRAULIC SEED, FERT. & MULCH, TYPE 4 (URBAN TEMPORARY EROSION CONTROL MIX	AC	12	1.5	$1,500.00	$18,000.00	$2,250.00	0.00	0.00	$0.00	$0.00	$0.00
9.4	9010-D-1000	WATERING	MGAL	1,046	131	$40.00	$41,840.00	$5,240.00	0.00	0.00	$0.00	$0.00	$0.00
9.5	9010-E-1000	WARRANTY	LS	0.586	0.414	$6,500.00	$3,809.00	$2,691.00	0.00	0.00	$0.00	$0.00	$0.00
9.6	9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	0.586	0.414	$4,000.00	$2,344.00	$1,656.00	0.00	0.00	$0.00	$0.00	$0.00
9.7	9040-D-1012	FILTER SOCKS, 12 IN., INSTALLATION	LF	600	0	$3.00	$1,800.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
9.8	9040-D-2012	FILTER SOCKS, 12 IN., MAINTENANCE AND REMOVAL	LF	600	0	$1.00	$600.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
9.9	9040-J-5000	RIP RAP, CLASS E	TON	50	0	$70.00	$3,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
9.10	9040-N-1000	SILT FENCE, INSTALLATION	LF	6,992	1,029	$2.00	$13,984.00	$2,058.00	0.00	0.00	$0.00	$0.00	$0.00
9.11	9040-N-3000	SILT FENCE, REMOVAL	LF	5,127	761	$0.50	$2,563.50	$380.50	0.00	0.00	$0.00	$0.00	$0.00
9.12	9040-Q-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	AC	12.0	1.5	$400.00	$4,800.00	$600.00	0.00	0.00	$0.00	$0.00	$0.00
9.13	9040-T-1000	INLET PROTECTION DEVICE, INSTALLATION	EA	45	7	$150.00	$6,750.00	$1,050.00	0.00	0.00	$0.00	$0.00	$0.00
9.14	9060-A-1000	CHAIN LINK FENCE, 60 IN.	LF	494	0	$20.00	$9,880.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
9.15	SPECIAL	FIELD FENCE	LF	354	0	$15.00	$5,310.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
9.16	SPECIAL	MONUMENT SIGN	LS	1	0	$48,000.00	$48,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
9.17	SPECIAL	GRANULAR BACKFILL	TON	1,700	0	$25.00	$42,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
DIVISION 10 - DEMOLITION													
10.1	10010-B-1000	ABANDON WELL	EA	1	0	$3,000.00	$3,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
CHANGE ORDER - 1													
CO 1.1	8010	ADDITIONAL SIGNAGE - RENE'S GREENHOUSE	EA	5	0	$220.00	$1,100.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
CO 1.2	2010	EXISTING STREET LIGHT POLE AND BASE REMOVAL	EA	4	0.0	$715.00	$2,860.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
CO 1.3	6010	SANITARY SEWER DROP	LS	1	0.0	$5,870.70	$5,870.70	$0.00	1.00	0.00	$5,870.70	$0.00	$5,870.70
						SUBTOTAL	**$6,683,418.60**	**$687,846.60**			**$75,794.70**	**$10,226.00**	**$86,020.70**

MATERIALS STORED SUMMARY							
Description	# of Units		Total Units	Unit Price	Div. 1	Div. 2	Total Cost
	Div. 1	Div. 2			Ext. Cost	Ext. Cost	
				SUBTOTAL	$0.00	$0.00	$0.00

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
	Contract Price	$7,361,434.50	
	Approved Change Order 1	$9,830.70	
	Approved Change Order 2	$0.00	
	Approved Change Order 3	$0.00	
	Revised Contract Price	$7,371,265.20	$86,020.70
		Materials Stored	$0.00
		Retainage (5%)	$4,301.04
		Total Earned Less Retainage	$81,719.67
Total Previously Approved (list each)	Pay Request 1		
	Pay Request 2		
	Pay Request 3		
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	$0.00
		Amount Due This Request	**$81,719.67**
		Percent Complete	1.2%
		Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)	2.2%

The amount **$81,719.67** is recommended for approval for payment in accordance with the terms of the Contract.

Contractor: Alliance Construction Group	Recommended By: Foth Infrastructure	Checked By: City of Johnston	Checked By: City of Grimes
Signature [signature]	Signature [signature]	Signature	Signature
Name Jason DeBraff	Name Patrick P. Kueter	Name	Name
Title Project Manager	Title Project Engineer	Title	Title
Date 3/11/16	Date 3/11/16	Date	Date

Johnston

ITEM NO. 8M

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016

SUBJECT: Amendment # 1 - FEMA Grant DR-4126/HMPG-DR-4126-0003-001 for: Emergency Generator for Public Safety Building located at 6373 Merle Hay Road.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

Teresa

SYNOPSIS:

On June 2, 2014 the City of Johnston was originally awarded a $431,820.00 FEMA Grant to pay for a portion of the emergency generator project at the Public Safety Building. The Final progress report and expenditure report were submitted in February and Former Chief Vaughn and I discussed the final reports with Larry Gioffredi , Public Assistance Recovery Division of Iowa Homeland Security & Emergency Management right before Chief Vaughn's retirement.

There is a slight difference in the original grant and the final document as it relates to stored materials with Pay Application #1. HSEMD finance department determined that to avoid confusion with FEMA and auditors, we need this amendment to account for the total cost of the generator.

	ORIGINAL	AMENDED
Grant Award	$431,820.00	$444,519.00
Federal Share	$105,595.00	$105,595.00
State Share	$ 43,182.00	$ 43,182.00
City (Sub grantee)	$283,043.00	$295,742.00

FISCAL IMPACT:

The City receives no additional grant dollars; however, the final documents must represent the true total cost.

RECOMMENDATION:

Approve Amendment #1 to the Project Grant Agreement between Iowa Homeland Security and Emergency Management Department (HSEMD) and the City of Johnston

Amendment Number One

PROJECT GRANT AGREEMENT
Between
Iowa Homeland Security and Emergency Management Department (HSEMD)
And
City of Johnston

GRANT AGREEMENT NO HMGP DR-4126 0003 01
PROJECT TITLE: City of Johnston Backup Generator Project

This is Amendment Number One to the above-referenced Project Grant Agreement (AGREEMENT) between Iowa Homeland Security and Emergency Management Department (HSEMD) and City of Johnston. The original AGREEMENT was executed on 6/2/2014.

Page 1, paragraph 1, **SCOPE OF WORK**, of the said AGREEMENT is amended to read:

This Grant Assistance Agreement (AGREEMENT) is to provide the **City of Johnston** (SUBGRANTEE) with federal assistance from the Hazard Mitigation Grant Program. The total grant award is **$444,519.00.** The federal share shall not exceed **$105,595.00** or **(23.75%)** of actual allowable project costs, whichever is less. The state share shall be **$43,182.00** or **(9.71%)** and the SUBGRANTEE shall provide at least **$295,742.00** or **(66.54%)** through local non-federal (cash and/or in-kind) sources for actual allowable project costs. These funds are to assist the SUBGRANTEE with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by Iowa Homeland Security and Emergency Management Department (HSEMD) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope and / or amount budgeted must be submitted to, and approved by HSEMD prior to executing the changes. This includes all Change Orders. The SUBGRANTEE is required to obtain all necessary permits before any construction begins.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBGRANTEE, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Homeland Security and
Emergency Management Department:

_____
Patrick J Hall
Alternate GAR

_____
Date

City of Johnston:

_____
Paula Dierenfeld
Mayor

_____
Date

_____
Authorized Representative (Optional)

_____
Date

ITEM NO. 8N

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016

SUBJECT: Consider an amendment to the Memorandum of Agreement with the United States Department of Commerce – US Census Bureau regarding the conducting of a Special Census; Resolution 16-70.	**ACTION REQUIRED:** ___ Ordinance _X_ Resolution ___ Approval ___ Receive/File ___ Attorney Rvw

SYNOPSIS:	On October 6, 2014, the City Council approved an MOU with the US Census Bureau to conduct a special census within Johnston. The MOU required completion of the Census by March 13, 2016. While the data collection for the special census was completed on February 29th, the census isn't considered complete until the data is verified and reviewed and a final census population determined. As such, the Census Bureau has requested an amendment to the MOU which would extend the MOU until September 13, 2016, all other provisions of the agreement remain the same.
RECOMMENDATION:	Approve Resolution 16-70.

RESOLUTION 16-70

A RESOLUTION APPROVING AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE – US CENSUS BUREAU TO CONDUCT A SPECIAL CENSUS

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

The Amendment to the Memorandum of Agreement with the United States Department of Commerce – US Census Bureau to conduct a special census, agreement number 25028, dated, January 27, 2016 is hereby approved and the Mayor is authorized to execute the agreement on the City's Behalf.

PASSED AND APPROVED this 21st day of March 2016.

_____

PAULA S. DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE D. RHAMES, CITY CLERK

ROLL CALL VOTE:	Aye	Nay	Absent	Abstain
Clabaugh	___	___	___	___
Brown	___	___	___	___
Cope	___	___	___	___
Lindeman	___	___	___	___
Temple	___	___	___	___

UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Washington, DC 20233-0001

January 27, 2016

The Honorable Paula S. Dierenfeld
Mayor, City of Johnston
6221 Merle Hay Road
Johnston, IA 50131

Dear Mayor Dierenfeld:

We need to request an amendment to the original agreement between the City of Johnston, Polk County, Iowa (Governmental Unit) and Field Division, U.S. Census Bureau (Census Bureau). The original Agreement No. 25028 will expire March 13, 2016. Census is requesting an additional six (6) months to allow for all work to be completed with the City of Johnston's Special Census. We fully anticipate to be completed by the above-referenced date.

The new **termination date** of Agreement No. 25028 will end on **September 13, 2016.** All other terms and conditions of the original MOA remain unchanged. Please sign both originals of this amendment and return them to the Census Bureau. We will return one with our signature for your records.

FOR GOVERNMENTAL UNIT
BY:

NAME: DATE
TITLE:
AGENCY:

FOR THE U.S. CENSUS BUREAU
BY:

Viola Lewis Willis 1/27/16
Viola Lewis Willis DATE
Acting Chief, Field Division
U.S. Census Bureau

Attachment

UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Washington, DC 20233-0001

Memorandum of Agreement
Through Which
The **City of Johnston, Polk County, Iowa**
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **25028**

1) Parties and Scope

This document establishes an agreement between the **City of Johnston, Polk County, Iowa** (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the "Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated 'Official Census Statistics'. These statistics may be used in the manner provided by applicable law."

3) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to $250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at *the Governmental Unit's facility* is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:

i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.

ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.

iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.

iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:
(a) the entire area of a governmental unit is included in the special census,
(b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
(c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and

(d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:

i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.

ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.

iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconcilement and payment of these employees.

iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for

those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.

(1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be **$169,719.** The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.

(2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.

(3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.

vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
(1) administrative and technical work performed by headquarters and regional personnel;
(2) printing and preparation of enumeration questionnaires and related materials;
(3) map preparation;
(4) tabulation expenses;
(5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
(6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of **19,500,** the estimated cost for these services is **$178,299**. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.

vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal

to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.

c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

5) Transfer of Funds

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

6) Contacts

Mr. Michael A. Hall
Chief, Special Census Branch
U.S. Census Bureau
4600 Silver Hill Road
Field Division
Special Census Branch
5H023
Washington, D.C. 20233
301-763-1429
301-763-4851
Michael.a.hall@census.gov

City of Johnston
Attn: Mr. David Wilwerding
P.O. Box 410
Johnston, IA 50131
515-727-7775
515-278-0822 Fax
dwilwerding@cityofjohnston.com

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **March 13, 2016,** but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** day's written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9) Termination Cost

If the **City of Johnston** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT
BY:
NAME: DATE:
TITLE:
AGENCY:

FOR THE CENSUS BUREAU
BY: 11-20-14
For Brian Monaghan DATE:
Chief, Field Division
Bureau of the Census

ITEM NO. 80

Johnston

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa

AGENDA COMMUNICATION - STAFF REPORT

March 21, 2016

SUBJECT:	ACTION REQUIRED:
April 1, 2016 Insurance Renewal	___ Ordinance ___ Resolution ___ Approval _X_ Receive/File

SYNOPSIS:

The City has received the renewal of the City's Property and Casualty Insurance Package for April 1, 2016 to April 1, 2017. Industry standard for taking an account of our size and complexity to market is three to six years. Three years ago CSB Insurance sought insurance bids from municipal insurance markets and reported the results of those bids to the City Council at the March 18, 2013 Work Session. Council direction was to renew the City's policy with IAMU Safety Group, EMC Insurance. The City will continue with EMC Insurance for the 2016 policy.

Workers Comp insurance increased approximately 37% this year. The City still has a very positive experience modification factor applied to our premium (0.670). Based on our payroll costs and the rates per $100 remuneration for each classification code, the true subject premium would have been $776,166; however with our good experience mod and premium discount, the premium decreases to $422,624. The overall increase in premium is due to the size of our payroll. Workers Comp is approximately 59% of our total insurance package, with 85% of the cost for public safety.

Auto insurance premium increased 11.17% due to the increased number of vehicles in the City's fleet. Also Cyber Risk/Data Breach increased 64.04% (although this coverage is only $1,624 of the total $713,225 premium) or $934 this year. This increase is due to enhanced coverage.

Attached is a Premium Comparison, a Schedule of Insurance and a breakdown related to the work comp premiums for the firefighters.

The City's annual insurance premium has increased by 20.59% or $121,802 over the year that began April 1, 2015. The major increase is in Worker's Compensation which is in part the due to the increase in our payroll costs.

Agent Paul Veatch will be present at the Council Meeting to answer any questions the Council may have.

FISCAL IMPACT

Payment will be made from the Property/Work Comp Insurance, Fire/Ambulance, Water and Wastewater Departments.

PREMIUM COMPARISON
INSURED: CITY OF JOHNSTON
INSURER: EMC/IAMU SAFETY GROUP
POLICY TERM: April 1, 2016 to April 1, 2017

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM	PREMIUM % CHANGE
Commercial Property	$ 63,993	$ 66,116	3.32%
General Liability	$ 65,617	$ 66,493	1.34%
Crime	$ 1,927	$ 1,793	-6.95%
Inland Marine/Equipment Schedule	$ 16,700	$ 16,735	0.21%
Commercial Auto	$ 76,200	$ 84,715	11.17%
Workers Compensation	$ 308,067	$ 422,624	37.19%
Umbrella Liability	$ 32,348	$ 33,551	3.72%
Linebacker	$ 10,384	$ 11,238	8.22%
Law Enforcement Liability	$ 8,591	$ 8,336	-2.97%
Cyber Risk/Data Breach	$ 990	$ 1,624	64.04%
Endorsements during the Expiring Term	$ 6,606	NA	
TOTAL ANNUAL PREMIUM	$ 591,423	$ 713,225	20.59%

City of Johnston
Schedule of Insurance
April 1, 2016 to April 1, 2017

Type of Coverage	Insurance Carrier	Policy Number	Coverage Details	Annual Premium
1. PROPERTY				
Blanket Building Contents and Outdoor Property	Employers Mutual	1A4-28-62	Blanket Limit of Insurance of $40,022,713 $1000 Deductible, Replacement Cost, 90% Coinsurance, ordinance or law coverage included in blanket limit	$66,116
Extra Expense	Employers Mutual	1A4-28-62	Limit of Insurance of $500,000 at each premises	Incl.
Property off Premises	Employers Mutual	1A4-28-62	Limit of Insurance of $100,000 for owned property away from a premises or in transit	Incl.
D. Inland Marine	Employers Mutual	1C4-28-62	Various Scheduled Equipment/ Coverage for Rented Contractors Equipment / Data Processing and Misc Police Equipment	$16,735
Equipment Breakdown	Employers Mutual	1A4-28-62	Coverage Provided at Full Blanket Limits	Incl.
2. CRIME				
Employee Theft	Employers Mutual	1F4-28-62	Limit of insurance of $600,000, $6000 Deductible	$1054
Computer Fraud/ Funds Transfer	Employers Mutual	1F4-28-62	Limit of Insurance of $600,000, $6000 Deductible	$174

Forgery	Employers Mutual	1F4-28-62	Limit of Insurance $10,000	$74
Telephone Toll Fraud	Employers Mutual	1F4-28-62	Limit of Insurance $25,000 / $1,000 Deductible	$70
Money and Securities	Employers Mutual	1F4-28-62	Limit of Insurance $15,000 on/off premises	$421
3. LIABILITY				
Commercial General Liability	Employers Mutual	1D4-28-62	$1,000,000 each Occurrence/$2,000,000 Aggregate	$66,493
Linebacker/ Public Officials	Employers Mutual	1K4-28-62	$1,000,000 each loss/$2,000,000 Aggregate/ $5,000 Deductible	$11,238
Law Enforcement Liability	Employers Mutual	1G4-28-62	$1,000,000 each Occurrence/$2,000,000 Aggregate/$2,500 Deductible	$8,336
Umbrella Liability	Employers Mutual	1J4-28-62	$10,000,000 each Occurrence/ $10,000,000 Aggregate/ $10,000 Retained Limit	$33,551
Data Compromise	Employers Mutual	1Q4-28-62	$100,000 Response Expense/$100,000 Defense and Liaiblity/$25,000 Identity Recovery	$1,624
4. AUTO				
Liability	Employers Mutual	1E4-28-62	$1,000,000 Combined Single Limit/ Uninsured & Underinsured Motorist	$49,299
Physical Damage	Employers Mutual	1E4-28-62	As Scheduled & Hired and Borrowed Autos	$35,416

5. Work Comp and Employers Liability				
Workers Compensation	Employers Mutual	1H4-28-62	Statutory Coverage/ $250 Medical Deductible	$422,624

City of Johnston Experience

Premiums-Dividends-Losses

Policy Year	Premium	IAMU Dividend	Net Premium	Losses
2007-08	$391,957	$29,042	$362,915	$223,453
2008-09	$408,544	$54,977	$353,567	$76,950
2009-10	$446,962	$45,056	$401,906	$117,158
2010-11	$484,618	$56,375	$428,243	$24,259
2011-12	$504,388	$11,735	$492,653	$23,264
2012-13	$500,637	$17,416	$483,221	$77,883
2013-14	$542,380	$24,004	$518,376	$66,957
2014-15	$580,381	$24,890	$555,491	$180,586
2015-16	$591,423	TBD	TBD	$34,913

City of Johnston
Premium History
EMC Insurance/ IAMU Safety Group

Policy Term	Premium	IAMU Dividend	Net Premium
2010/11	$484,618	$56,375	$430,243
2011/12	$504,388	$11,735	$492,653
2012/13	$500,637	$17,416	$483,221
2013/14	$542,380	$24,004	$518,376
2014/15	$580,381	$24,890	$555,491
2015/16	$591,423	TBD	TBD
2016/17	$713,225	TBD	TBD

- *TBD {to be determined after policy expiration}*

Workers Compensation Coverage Part
Premium and Experience Modification History

Policy Term	Premium	Experience Modification Factor	Audit Premium Developed after Expiration
2010/11	$302,250	1.13	$37,313
2011/12	$302,250	.99	$35,071
2012/13	$270,101	.80	$13,477
2013/14	$278,614	.71	$49,938
2014/15	$301,628	.63	$53,703
2015/16	*$308,067	.64	TBD
2016/17	*$422,624	.67	TBD

- *TBD {to be determined after policy expiration}*

Payroll Exposure for each renewal term based on using the most recent payroll audit plus 2.5% Premiums shown include additional audit premiums. Final Premium determined after payroll audit is conducted*

City of Johnston
Firefighters Payroll Exposure and State Workers Compensation Rate

Policy Year	Payroll Exposure	State Rate Per $100
2010/11	$558,089	$25.89
2011/12	$629,514	$28.73
2012/13	$653,396	$32.07
2013/14	$830,110	$36.55
2014/15	$867,351	$42.50
2015/16	$850,863*	$45.42
2016/17	$1,151,354*	$49.90

* Payroll Audit has not yet been performed

The Firefighters Classification represents 74% of the 2016/17 base workers compensation premium for the City of Johnston. Due to the exposure and state loss data, the state rates have continued to increase annually for this classification at a much larger rate than the other payroll classifications for the city. The base premium prior to any discounting and experience modification factoring for the Firefighter classification was $386,462 in the current policy term and is $574,525 in the 2016-17 term. This accounts for a large proportion of the workers compensation premium increase for the renewal term.

City of Johnston Workers Compensation
Experience Modification History

Policy Term	Exp Mod
2002/03	.94
2003/04	1.17
2004/05	1.23
2005/06	1.54
2006/07	1.61
2007/08	1.22
2008/09	1.12
2009/10	1.14
2010/11	1.13
2011/12	.99
2012/13	.86
2013/14	.71
2014/15	.63
2015/16	.64
2016/17	.67

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BANK RECONCILIATION REPORT			02/29/16
BOOK BALANCES		**CASH & INVESTMENTS**	
FUND		9350 Empl 8646028	$ 5,683.38
		Pool 001-8007	$ 857,283.38
General	$ 4,953,920.33	9300 Medical 84336577	$ 246,009.91
		6001 Water Petty Cash/Change	$ 100.00
Special Revenue	$ 6,016,913.10	1000 Library Change Fund	$ 205.00
		1000 Library Petty Cash	$ 25.00
Debt Service	$ 3,411,114.44	1000 Finance Petty Cash	$ 50.00
		1000 Police Petty Cash	$ 50.00
Capital Projects	$ 17,537,008.15	26297 Investment Pool	$ 21,506,214.13
		27761 2012A G.O. BONDS	$ -
Water Enterprise	$ 3,244,319.43	27891 CD IPAIT	$ -
		Wells Fargo Investment	$ 1,280,496.49
Wastewater Enterprise	$ 4,292,112.04	Grinnell Bank 2013B G.O. Bonds	421,084.68
		Grinnell Bank 2014A G.O. Bonds	$ 655,833.50
Stormwater Enterprise	$ 885,962.69	Grinnell Bank 2015A G.O. Bonds	7,019,166.79
		PMA Financial 2015A G.O. Bonds	9,216,499.31
Internal Service	$ 671,973.28	Total Bank	$ 41,208,701.57
		Auditor Adjustment	$ (1.00)
		Outstanding Deposit	$ -
		Outstanding Checks:	
		9350 #8646028	$ -
		Pool #18007	$ (195,377.11)
		9300 #84336577	$ -
			$ (195,377.11)
Total Books	$ 41,013,323.46	Adjusted Bank	$ 41,013,323.46
			$ -

Treasurer's Investment Report February 2016

Fund No.	I.D. Number or Purpose	Purchase Date	Mature Date	On Hand 02/01/16	Deposits	Withdrawals	On Hand 02/29/16	Interest Received
Pool	01-8007			1,157,022.84	1,241,777.86	1,541,517.32	857,283.38	
9300	84336577			266,319.66	99,690.25	120,000.00	246,009.91	
9350	8646028			5,891.72	8,680.38	8,888.72	5,683.38	
Pool	Petty Cash			430.00			430.00	
2013B	Grinnell			420,903.01	181.67		421,084.68	181.67
2014A	Grinnell	08.14.14		655,563.49	270.01		655,833.50	270.01
2015A	Grinnell			7,081,259.66	2,907.13		7,084,166.79	2,907.13
I.P.	26297			21,618,762.96	451.17	113,000.00	21,506,214.13	451.17
C.P.	27761			0.00			0.00	
Wells	73050			1,280,333.37	163.12		1,280,496.49	163.12
PMA	1452102			3,005,531.89	638.29		3,006,170.18	638.29
PMA	3264701			6,228,992.83	1,336.30		6,230,329.13	1,336.30
TOTALS				41,721,011.43	1,356,096.18	1,783,406.04	41,293,701.57	5,947.69

BD 2

8P3

SENIOR CITIZENS 2015-2016					
	February		Actual 7/01/15-2/29/16	Budget 07/01/15-06/30/16	<Over> Under Budget
Beginning Cash	1,238.27		3,677.51	2,380.16	-1,297.35
Revenue	0.02		107.44	0.00	-107.44
From General Fund	5,300.00		5,300.00	5,300.00	0.00
Expenditures	310.50		2,857.16	5,300.00	2,442.84
Ending Cash	6,227.79		6,227.79	2,380.16	-3,847.63

BP4

City of Johnston

Street Division Monthly Operations Report

Date: February 2016	Work Completed	Man Hours
Concrete Maintenance		
Full Depth Patching		
Crack \ Joint Sealing	Ongoing	41
Pothole Repair	Ongoing	194
Miscellaneous Repair		
Total:		***235***
Asphalt Maintenance		
Full Depth Patching		
Crack \ Joint Sealing		
Pothole Repair	Ongoing	3
Miscellaneous Repair		
Total:		***3***
Roadway Markings		
New Sign Installation	Crosshaven	10
Sign Maintenance	Ongoing	45
Roadway Painting		
Traffic Signals \ Street Lighting	Ongoing	15
Total:		***70***
Roadway and Roadside Maintenance		
Road Side Mowing		
Shoulder Maintenance	Ongoing	1
Street Sweeping		
Brush and Trash Removal	Illegal Dumping	4
Total:		
Facility Maintenance		
Facility Maintenance City Hall	Ongoing	23
Facility Maintenance Library	Ongoing	22
Facility Maintenance Police Dept	Gate	42
Facility Maintenance Fire Dept	Ongoing	1
Facility Maintenance Public Works	Ongoing	193
Total:		***280***
Storm Water Drainage		
Intake Structure Repair \ Replace		
Culvert Repair \ Replace		
Ditch \ Culvert Grading and Cleaning		
Intake Cleaning \ Debris Removal		
Total:		

	Work Completed	Man Hours
Snow and Ice Control		
Equipment Prep and Maintenance	Ongoing	173
Anti Ice Control	2 Applications	14
Snow Removal Operations	5 Events	360
Clean-up Operations	Haul Snow	137
Material Stock Pile \ Storage	Ongoing	11
Total:		***695***
Miscellaneous Service Requests		
Community Events	Flags	3
Tornado Sirens		
Banners		
Assist other Departments		
Animal Control \ Dead Animal Disposal	5 Disposals	4
Total:		***7***
Emergency Operations		
Flooding		
High Wind Event		
Total:		
Fleet Maintenance		
Public Works	Ongoing	121
Police	Ongoing	9
Fire	Ongoing	18
Water \ Sewer		
Community Development		
Total:		***148***
Training / Safety		
Training Classes	Workshop	20
Safety Classes	Ongoing	22
Total:		***42***

Paid Time Off taken in February, 145 hours.
Crews responded to 5 snow events in February. Snow had to be removed from cul-de-sac's for additional snow storage. Trucks were repaired and washed after each event. Potholes were repaired citywide. Public works modified the gate at the public safety building. Safety topic of the month was ladder safety and skidloader/endloader operator training.

BP5

City of Johnston

Water Department Monthly Operations Report

	Date:		Feb-16
	Work Completed	Units	ManHours
Service Orders			
Total Service Orders	*170*	*each*	*92*
DNR Sampling Requirements			
DNR: Disinfectant Residual	*80*	*Each*	40
DNR: Bacteria Sampling	*20*	*Each*	12
DNR: Disinfectant By-Products	*4*	*Each*	4
Total: Samples			*56*
Water Distribution Maintenance			
Water Infrastructure Repairs	3		10
Water Division Equipment Maintenance			80
Total: Distribution Maintenance			*90*
Utility Locates			
Utility Locate Requests	206	*Each*	92
GIS Mapping			1
Total Utility Locates			93
Grand Totals			**331**

City of Johnston

Wastewater Department Monthly Operations Report

	Date:		Feb-16
	Work Completed	**Units**	**ManHours**
Low Pressure Sewer			
Grinder Tank: Preventative Maintenance	47		97
Grinder Tank: Repairs	5	*Each*	71
Grinder Pumps Replaced	4	*Each*	
Grinder Tank Inspections	0	*Each*	0
Total: Low Pressure Sewer Maintenance			*168*
Sanitary Sewer Manholes			
Manhole: Inspections	1		2
Manhole: Rehab	1		4
Manhole: Cleaning	0		0
Total: Sanitary Sewer Manhole Maintenance			*6*
Sanitary Sewer Pipeline			
Pipeline: Televising	0	*Lineal Ft*	0
Pipeline: Repairs	0		0
Pipeline: Cleaning	0	*Lineal Ft*	0
Total: Sanitary Sewer Pipeline Maintenance			*0*
Sewer Equipment Maintenance			
Total: Sewer Equipment Maintenance			*50*
Sanitary Sewer Grand Totals			**224**
Training			**46**
Storm Sewer			**0**
Streets (Snow Removal)			**40**

8P6

PLANNING & ZONING COMMISSION

City of Johnston
6221 Merle Hay Road, Johnston, IA 50131

Minutes
Regular Meeting: Monday, March 14, 2016

AGENDA

1. Call to Order

Chairman Petersma called the meeting to order at 7:00 p.m.

2. Roll Call

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Present	X		X	X	X	X	
Absent		X					X

City Staff Present: David Wilwerding, Clayton Ender, Rebekah Davis

3. Approval of Agenda

Petersma called for a vote to approve the agenda.

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X		X	X	X	X	
Nay							
Abstain							

4. Approval of Meeting Minutes: Regular Meeting of February 29, 2016.

Smith motioned to amend the meeting minutes of February 29, 2016.

Petersma called for a vote to approve the amended minutes of February 29, 2016.

Roll Call Vote:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X		X	X	X	X	
Nay							
Abstain							

5. **PZ Case No. 16-04; Wilkie Addition Preliminary Plat:** The applicant, Capital City Development, LLC proposes to subdivide a 9.72 acres into 27 lots and 2 outlots. The property is zoned R-1(75), Single Family Residential and is located at the corner of NW 64th place and NW 51st Street.

Ender presented the staff report.

Petersma questioned staff as to how the subject property will affect the grading and stormwater in the area. Ender stated that stormwater management is required for this development and is proposed to be managed by means of the three detention ponds.

Johnson inquired if there were topographical flood elevations provided for this development and adjacent properties. Ender confirmed that proposed minimum protection elevations were provided in the preliminary plat; however staff has not reviewed the elevations of adjacent properties.

Johnson questioned the direction the stormwater currently flowed.

Brad Cooper, Cooper Crawford and Associates, responded as the land is now, the grade slopes towards 51st street. It is his opinion that this development will reduce the amount of stormwater affecting the adjacent properties by retaining the water in three detention ponds. The homes in this development will have foundation drains that will pump the water into the storm sewer.

Petersma clarified, in the opinion of the applicant the stormwater draining from the subject property will be better managed now than before. Cooper stated that the applicant is in compliance with stormwater management, pollution prevention practices and agrees with all comments from the City, Public Works and FOTH.

Petersma opened the public comment period at 7:15 p.m.

Jim Evans, 5125 NW 64th Place, indicated his property is located northwest of the subject property. In addition Evans was speaking on behalf of his father, Donald Evans, 6750 NW Beaver Drive; Evans specified his father's property is located directly north and east of the subject property. He believes the storm sewer tiles in the area can't support development of the subject property. He noted that the sewer tiles along the north boundary have collapsed twice and created a sinkhole due to lack of maintenance. Evans indicated concern for the amount of vehicle traffic the subject development would create and the danger presented to pedestrians walking to the park on narrow streets with heavy traffic and no sidewalks; NW 51st Street and NE 64th Place. Evans believes the T-intersection is dangerous and proper traffic controlling measures are necessary at this intersection. He requested on behalf Donald Evans, that the fence on the northern boundary of the subject property remain undisturbed.

Terry Nielsen, 5152 NW 64th Place, demonstrated that his property was west of the subject property. Nielsen was concerned with stormwater drainage from the subject property and pools of water that would be created from the higher elevation of the new development.

Randi Van Rees, 6385 NW 51st Street, specified that her property is directly south of the subject property. Van Rees stated she was concerned about the additional stormwater drainage from the proposed raised elevation of the subject property. She believes that the grade of the subject property slopes down towards her property. Van Rees claims the storm sewer slopes a half inch from 64th Place to 62nd Avenue; which has caused the current drainage issues. She is concerned about speeding, the lack of traffic control in the area and vehicle and pedestrian traffic on narrow streets.

Lynn Walker, 6406 NW 51st Street, indicated her property is southwest of the subject property. Walker doesn't believe that the current storm sewer can handle anymore drainage. Walker states that she is being taxed for stormwater run-off however, her basement has flooded many times and there are frequently pools of water in her front yard after it rains.

Chuck Howieson, 6382 NW 51st Street, stated he does not believe that the current storm sewer can manage drainage from the development of the subject property.

Debbie Lemke, 6394 NW 51st Street, indicated her property was southwest of the subject property. Lemke does not desire additional vehicle traffic and is concerned with traffic management at the T-intersection. She doesn't believe the roads are wide enough to accommodate more traffic. Lemke doesn't believe raising the elevation of the new development will benefit adjacent residents.

Louise Rexroat, 6361 NW 51st Street, requests that the City not allow the proposed development to contribute to the current stormwater drainage issues in the area.

Marilyn Howieson, 6382 NW 51st Street, located southwest of the subject property. Howieson requests that the City assist the residents with the existing stormwater drainage issues. She believes the current storm sewer tiles are no longer able to manage to existing properties and more development will make this issue worse.

Petersma closed the public comment period at 7:50 p.m.

Petersma stated that the stormwater management requirements are more stringent then they have been in the past and requested that the engineer detail how the stormwater on the subject property will be managed.

Cooper stated they are required to manage stormwater drainage and quality. All three detention ponds will have orifices restricting their flow to the storm sewer system. The elevation of the homes will be higher than that of the detention ponds and there will be catch basins in the center of the street which drain to the detention ponds.

Cooper stated on behalf of the applicant that they have no intention of disturbing Evan's fence on the northern boundary.

Wilwerding explained the process for new developments and stated that the most recent update to the stormwater management requirements was in 2008.

Petersma stated that the stormwater on the subject property currently drains off the property and onto adjacent properties. However, the planned development attempts to retain the stormwater and drain it slowly into the storm sewer.

Wilwerding stated a stormwater maintenance and management agreement is required for all stormwater management facilities. In this case, since the facilities crossed multiple properties, a homeowners association was recommended so they would be the party responsible for ongoing maintenance of the stormwater facilities.

Johnson reiterated that said agreement would make the homeowners association liable for maintenance and management of the stormwater tiles and detention ponds on the subject property.

Johnson believes that the proposed stormwater management plan is in the best interest of neighboring properties. He questioned how the traffic at the T-intersection will be addressed.

Wilwerding responded that the T-intersection is outside of the subject property and there is a system in place to address speeding and traffic calming. There has not been a traffic study in done at this intersection however, the police department will enforce the issues with speeding and determine if additional traffic control is required at this intersection. There are no proposed changes to the current intersection, other than the extension of 64th Place.

Motion by Whitaker, second by Spencer to approve PZ Case No. 16-04, the Preliminary Plat for Wilkie Addition, subject to the following conditions:

1. The project shall conform to the requirements, standards and regulations of the City of Johnston.
2. **The Preliminary Plat shall be amended to address the following items:**
   a. The 100 year flood elevations shall be corrected.
   b. Identify the recreational trail connection proposed on the north side of NW 64th place and note any easements necessary to accommodate such.
   c. Indicate owner of the subject property.
   d. Indicate the size of the existing public water main within the NW 51st Street right-of-way.
   e. Renumber lots to reflect 27 in lieu of 29.
   f. All comments from Foth's memo dated March 10, 2016 shall be addressed.
   g. Address all comments from Public Works memo dated March 10, 2016.
3. **Prior to City Council approval of Construction Plans for any phase of the development, the following items shall be included on the Construction Plans:**
   a. The Construction Plans and subsequent Final Plat(s) shall include critical spot elevations for all roadside ditches and drainage ways constructed throughout the site. As built elevations shall be provided for these areas prior to the City's acceptance of public improvements to verify construction at the appropriate elevations.
4. **Prior to City Council approval of a Final Plat for any phase of the development, the following items shall be addressed:**
   a. Applicant shall submit a Petition and Waiver regarding property assessment for future improvements to NW 51st Street.
   b. Minimum opening elevations shall be provided for all lots, adjacent to drainage ways, detention/retention ponds or other areas where inundation is possible, such elevations shall be identified on the final plat(s).
   c. Applicant shall submit a stormwater management maintenance agreement to be recorded with the final plat.

      Provide evidence of the creation of a Home Owner Association to manage and maintain stormwater management facilities within the plat.

Smith moved to amend the motion and to add condition #7, as follows:

"City Council should review existing stormwater issues in the neighborhood and review neighborhood traffic concerns." Seconded by Johnson.

Roll Call Vote on the Motion to Amend to Add Condition # 7:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X		X	X	X	X	
Nay							
Abstain							

Roll Call Vote on the Original Motion:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X		X	X	X	X	
Nay							
Abstain							

6. Other Business.

- **Update on the Special Census**

Wilwerding provided an update on the special census process.

7. Adjournment

Meeting adjourned at 8:45 PM.

_____ _____

Chair **Secretary**

Johnston

ITEM NO. 9A

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Consider Resolution No. 16-64 – Appointing Dennis W. McDaniel as Chief of Police, Approving an Employment Agreement and Establishing Annual Salary	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:

Background Information

Bill Vaughn announced his retirement six months prior to the effective date of March 4th, 2016 after nearly six years as the Johnston Chief of Police. An extensive nationwide recruitment process was conducted with the assistance of Moulder and Associates. 87 applications were received and two finalists were selected. Panel interviews were conducted with the finalists and Dennis McDaniel was selected.

McDaniel has extensive law enforcement experience beginning with the Marshalltown Police Department and the past nearly 11 years with the City of Windsor Heights he was most recently Chief of Police from July 2010 to present. McDaniel has a Bachelor of Arts Degree in Criminal Justice from Saint Ambrose University.

The proposed employment contract includes the following:

- Duration: April 4, 2016 – June 30, 2018.
- $113,000 annual salary.
- For the purposes of future salary adjustments, beginning July 1, 2017, the Council shall determine whether to include the Employee in the Performance Management System as applied to all other City Department Directors or by making a market adjustment.
- $4,800 annual vehicle allowance.
- Cell Phone allowance as per City policy

	• Benefits and leaves similar to all other non-bargaining unit employees • Paid-Time-Off (PTO) accrual of 8.83 hours per pay period, with 40 hours credited to his PTO bank upon initial date of hire.
FISCAL IMPACT:	$113,000 annual salary, $4,800 annual car allowance and cell phone allowance. Funds are available.
RECOMMENDATION:	Approve Resolution No. 16-64

Resolution No. 16-64

A Resolution Appointing Dennis W. McDaniel as Chief of Police, Approving an Employment Agreement and Establishing Annual Salary

WHEREAS, the City of Johnston is hiring to fill a vacancy; and

WHEREAS, the staff has advertised, posted notices and otherwise solicited prospective applicants; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that Dennis W. McDaniel be employed as Chief of Police with an annual salary of $113,000 and other benefits as listed in the employment agreement, effective April 4, 2016.

PASSED AND APPROVED this 21st day of March, 2016.

_____

Paula S. Dierenfeld, Mayor

ATTEST:

_____

Cyndee Rhames, City Clerk

CITY OF JOHNSTON

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT made and entered into this 21st day of March, 2016 by and between CITY OF JOHNSTON, Iowa (thereinafter called "Employer"), and DENNIS W. McDANIEL (hereinafter called "Employee"), both who understand as follows:

WHEREAS, Employer desires and needs the services of an employee to serve in the capacity of Chief of Police; and

WHEREAS, Employer desires to retain the services of Employee as Chief of Police; and

WHEREAS, it is the desire of the City Council of the City of Johnston, Iowa (hereinafter called "Council") to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, it is the desire of Employer (1) to retain the services of Employee and to provide inducement for him to remain in such employment; (2) to establish the job duties and responsibilities of said Employee; and (3) to provide means for terminating Employee's services when Employer may desire to terminate his employ; and

WHEREAS, Employee desires to be employed as Chief of Police.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Employee understands that he serves as Chief of Police at the pleasure of the Mayor. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to determine that Employee shall no longer serve as Chief of Police, subject only to the provisions set forth in this Agreement.

2. Nothing shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only the provisions set forth in this Agreement.

3. Employee's employment term shall begin April 4, 2016 through June 30, 2018. This employment term may be renewed on an annual basis for one (1) year terms. Neither Employer nor Employee shall have any obligation to renew the contract for any additional terms after the expiration of the initial term.

4. In the event Employee voluntarily resigns his position with Employer during a contract term, Employee shall give Employer one (1) month written notice in advance unless the parties otherwise agree. In the event Employee voluntarily resigns his position with Employer during a contract term and provides the proper written notice, Employee shall not be entitled to severance benefits of any kind, except he shall receive payment for unused PTO and other benefits usually paid other Employees at termination pursuant to Employer's policies and procedures. If Employee does not provide proper written notice and voluntarily resigns his position with Employer during a contract term, Employee

shall not be entitled to receive any severance benefits nor shall he be entitled to receive payment for any unused PTO or other benefits that may be paid other Employees at termination.

5. In the event the Employer or Employee do not intend to renew the employment contract, ninety (90) days written notice prior to the expiration of the contract shall be given by one party to the other. In the event the Employer fails to give such non-renewal notice, the Employee shall be entitled to receive one hundred eighty (180) days severance pay from the end of the contract period (July 1st) in addition to all other benefits provided in the Employer's policies and procedures, provided the Employee signs a Release of all claims pursuant to paragraph 7 below. Employee is only required to work until the end of the contract period. In the event Employee fails to give such non-renewal notice, Employee shall not be entitled to severance benefits of any kind, nor shall he be entitled to receive payment for any unused PTO or other benefits that may be paid other Employees at termination.

6. Employer may terminate this contract at any time with or without cause.

   A. If Employee is terminated for cause, he shall receive no severance pay, except he shall receive payment for unused PTO and other benefits usually paid other Employees at termination pursuant to the Employer's policies and procedures. For purposes of this Agreement, the Term "cause" shall mean misconduct, including but not limited to conduct, whether personal or professional, which may bring public embarrassment or disgrace to the Employer; violation of law or regulations; unsatisfactory performance; inattention to duty; excessive absenteeism; incompetence; misconduct in the performance of duties; or insubordination.

   B. In the event Employer wishes to terminate the contract without cause, it may do so by giving the Employee thirty (30) days notice in writing. In such event, the Employee, if requested by the Employer, shall continue to render his services and shall be paid his regular compensation to the date of termination per the written notice. Upon termination without cause and provided Employee signs a Release of all claims pursuant to paragraph 7 below, the Employee shall be entitled to one hundred eighty (180) days of severance pay from the date of termination and payment of unused PTO and other benefits usually paid other Employees at termination pursuant to Employer's policies and procedures. All fringe benefits the Employee is participating in at the time of separation shall also continue for one hundred eighty (180) days.

7. With respect to any severance payments made to Employee as outlined in paragraphs 5 and 6B above, as a condition of receiving the severance payments, Employee shall sign a Release of all claims in favor of the Employer. The Release shall state that Employee fully and forever releases and discharges the City and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and

restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Employee's recruitment, hiring, employment, or separation from employment with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted.

8. Employer shall furnish the Employee all equipment, material, manpower and transportation necessary to the efficient performance of the official duties as Chief of Police as determined by the City Council.

9. Employee shall perform those duties as outlined in the job description and ordinances of the City of Johnston, which establishes the Chief of Police position.

10. Employee shall devote his full time and talents to the best of his ability to the best interest of the City of Johnston, in the discharge of his duties.

11. Employer agrees to pay Employee for his services rendered, at an annual base salary of $113,000.00 beginning April 4, 2016 through June 30, 2017. The amount of said base salary shall be set by City Council resolution, which resolution, when adopted, shall become a part of this Section of the Agreement. Employer shall not, at any time during the term of this Agreement, reduce the salary or other benefits of Employee, except to the degree of such reduction across-the-board for all Employees of Employer. For purposes of future salary adjustments, beginning July 1, 2017, the Council shall determine whether to include the Employee in the Performance Management System as applied to all other City Department Directors, or by making a market adjustment.

12. Employee shall be entitled to those benefits set below:

    A. PAID TIME OFF (PTO). Employee shall accrue 8.83 hours of PTO leave on a bi-weekly basis. In the event of termination, accrued but unused PTO up to 420 hours will be paid. The Employee shall have forty (40) hours credited to his PTO bank upon initial date of hire with immediate availability for use.

    B. PERSONAL LEAVE. The Employee shall receive five days (40 hours) of Personal Leave per year. The purpose of the Personal Leave is compensation for extra time worked for which the Employee is not eligible for overtime pay. The calculation of the personal leave is included in the PTO accrual (see above).

C. HOLIDAYS. Employee is considered to be on-call twenty-four (24) hours a day; however, unless his services are needed, the Employee shall not be required to work on those days which have been designated as holidays by the Johnston City Council.

D. OVERTIME. Employee shall not receive nor be eligible for overtime pay or time off.

E. PROFESSIONAL DUES AND SUBSCRIPTIONS. Employer shall budget and pay for professional dues and subscriptions necessary for Employee's memberships in various associations and organizations which are necessary and desirable for his continued professional participation and growth for the good of Employer, and will normally pay for annual attendance at one national law enforcement conference and other appropriate regional/state/local professional development or training expenses that have been previously approved by the City Council.

F. TRAVEL EXPENSE. Meals and lodging authorized and approved by the Employer will be paid on actual cost basis. Receipts for all expenses will be attached to the vouchers submitted to the City Council.

G. BENEFITS AND LEAVES. Employer will provide for leaves of absence and benefits, including health and dental insurance, available to other non-bargaining unit Employees consistent with the Employer's policies and procedures. (Insurance coverage begins May 1, 2016.)

H. AUTOMOBILE ALLOWANCE. Employer agrees to provide an automobile allowance of $400.00 per month.

I CELL PHONE ALLOWANCE. The employee will be provided a cell phone or partial reimbursement as provided by City policy.

13. Employee agrees to maintain residency within 25 minutes of the City of Johnston for the duration of the Agreement.

14. This Agreement shall become effective commencing on April 4, 2016 and be governed by the laws of the State of Iowa. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Johnston has caused this Agreement to be signed and executed as duly authorized by City Council Resolution and duly attested by the City Clerk.

CITY OF JOHNSTON

By: _____
Paula Dierenfeld, Mayor

Date: _____

EMPLOYEE

By: _____
Dennis W. McDaniel

Date: _____

ATTEST:

By: _____
Cyndee Rhames, City Clerk

Item No. 9B

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21st, 2016 Meeting

SUBJECT: Consider the following items related to Cadence Plat 2: • Resolution 16-61 approving Cadence Plat 2 Final Plat (PZ Case 15-27) • Resolution 16-62 accepting a Petition and Waiver from Cadence Apartments II, LLC for future NW 59th Court Improvements.	**ACTION REQUIRED:** ___ Ordinance _x_ Resolution ___ Approval ___ Receive/File ___ Attorney Rvw

SYNOPSIS:	Cadence Apartments II has submitted a final plat to consolidate 4 lots into a single lot containing 4.32 acres. The site is located west of Merle Hay Road, east of NW 59th Court, and north of future NW 63rd Place. The property is zoned RO and ROC-2, Mixed Use Center. Said districts allow uses of the R-4, High-Density Residential District up to 25 units/acre. The final plat under consideration is phase two of a two phase project that would consolidate land along Merle Hay Road to allow for higher density housing consistent with the goals of the Mixed Use Center.
RECOMMENDATION:	**At their regular meeting on August 10, 2015 the Planning & Zoning Commission recommended approval of PZ Case No. 15-27, the Final Plat for Cadence Plat 2, subject to the following conditions:** 1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
All necessary documents have been received and reviewed by City staff.	~~2. Submission of all final plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting.~~

Motion by _____, seconded by _____ to approve Resolution 16-___ ; the Final Plat for Cadence Plat 2 with the noted Conditions (PZ Case No. 15-27).

Attachments: Vicinity Map
Final Plat
Memo from City Staff, dated 7/1/2015
Letter from Foth Infrastructure and Environmental, L.L.C., dated 8/5/2015

RESOLUTION 16-61

A RESOLUTION APPROVING CADENCE PLAT 2 FINAL PLAT

WHEREAS, on August 10, 2015 the Johnston Planning and Zoning Commission recommended approval of the Final Plat for Cadence Plat 2 subject to conditions,

WHEREAS, all required final plat documents have been submitted and reviewed for completeness,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that, the Final Plat for Cadence Plat 2 in the City of Johnston, is hereby approved subject to the following condition and recordation of the following documents:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. Documents to be recorded with the Final Plat:
   - Attorney's Title Opinion
   - Polk County Treasurer's Tax Certificate
   - Consent to Plat (Owner)
   - Consent to Plat (Lender)
   - Petition and Waiver for future NW 59th Court Improvements
   - Cross-Use Easement and Cost Sharing Easement

PASSED AND APPROVED this ____ Day of _____, 2016

_____
PAULA DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

ROLL CALL VOTE:	Aye	Nay	Absent	Abstain
Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

RESOLUTION 16-62

A RESOLUTION ACCEPTING A PETITION AND WAIVER FROM CADENCE APARTMENTS II, LLC FOR FUTURE IMPROVEMENTS TO NW 59TH COURT

WHEREAS, on August 10th, 2015 the Johnston Planning and Zoning Commission recommended approval of the Final Plat for Cadence Plat 2; and,

WHEREAS, Ordinance 180.42.5 of the City of Johnston Code of Ordinances requires that the property owner be responsible for improvement of adjacent roadways to collector standards; and,

WHEREAS, this project is adjacent to an unimproved roadway; and,

WHEREAS, Ordinance 180.42.5.B of the City of Johnston Code of Ordinances allows for the submittal of a Petition and Waiver in lieu of immediate improvement of an adjacent roadway; and,

WHEREAS, the applicant has submitted such a petition and waiver that has been reviewed by city staff and found to be satisfactory; and,

WHEREAS, the Petition and Waiver has been duly executed by the owners of property agreeing thereby to be assessed for the full cost of street improvements, the same being attached hereto; and,

WHEREAS, upon investigation it is found that the holders of all liens and encumbrances against said benefited property to be assessed pursuant to said Petition and Waivers have executed and agreed to and have subordinated their liens to the provisions of the same; and,

WHEREAS, the following action is deemed appropriate.

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

The aforesaid Petition and Waiver attached hereto be and the same are hereby approved and accepted for and on behalf of this City; and,

PASSED AND APPROVED this ____ Day of _____, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

ROLL CALL VOTE:	Aye	Nay	Absent	Abstain
Brown	___	___	___	___
Clabaugh	___	___	___	___
Cope	___	___	___	___
Lindeman	___	___	___	___
Temple	___	___	___	___

APPLICANT:	Cadence Apartments II 6900 Westown Parkway West Des Moines, IA 50266
REPRESENTATIVE:	Civil Design Advantage, LLC 3405 Crossroads Drive, Suite G Grimes, IA 50111
BACKGROUND & PRIOR APPROVALS:	The final plat consolidates four existing lots that were originally platted as residential lots (Johnston Acres Lot 36, Blair Acres Replat Lots 2 and 3, and Outlot 'Z' Cadence Plat 1). Single family homes were and are sited on the properties to be replatted. The final plat under consideration is phase two of a two phase project that would consolidate land along Merle Hay Road to allow for higher density housing consistent with the goals of the Mixed Use Center.
COMPREHENSIVE PLAN:	The 1998 Johnston Comprehensive Plan identified underutilized land uses adjacent to the Merle Hay Road corridor and recommended establishing the Mixed Use Center zoning district to enable conversion of stagnant and/or underutilized land parcels to higher-intensity uses befitting of land along an arterial corridor. The Mixed Use Center zoning district was thereafter created by adoption of ordinance 605 in the year 2000 to facilitate recommendations from the Comprehensive plan. After continued stagnation along the corridor, the city commissioned and adopted the Merle Hay Road Redevelopment Study in 2007 as an amendment to the Johnston Comprehensive Plan, in turn adopted by reference by the Johnston 2030 Comprehensive Plan. The completed study established development goals and concepts for the Merle Hay corridor north of NW 60th Avenue and south of approximately NW 66th Avenue. The redevelopment plan also offered suggestions to refine design guidelines and zoning ordinance provisions for the Mixed Use Center zoning district to aid in achieving the goals laid out in the plan. The proposed housing project furthers the following goals of the Merle Hay Road redevelopment study: • Concentrates residential development north of NW 62nd Avenue (p.28); • …assembles fractioned properties to form a unified concept for future development; one that will enhance the corridor and increase redevelopment opportunity for individual property owners and encourage them to cooperate in the assembly of land. (p.29); Furthermore, the proposed project addresses growth trends and land use recommendations identified by a market assessment performed in

conjunction with the Merle Hay Road redevelopment study. Specifically, the market analysis suggested development of higher density housing would build support for retail development within the Merle Hay Road corridor, and encouraged consideration of affordable senior housing (p.23). The study further encouraged concentration of high density housing north of NW 62nd Avenue.

ZONING DISTRICT & BULK REGULATIONS:

The property is located within the ROC-2 Mixed Use Center Zoning District, The following minimum bulk requirements shall be observed in the MUC District:

Use	Lot Area	Lot Width	Front Yard Setback	Side Yard Setback	Sum of Side Yards	Rear Yard Depth	DU/AC
Multiple Family	80,000 s.f.	200 feet	20 feet	*25 feet	*25 feet	50 feet	25

**Chapter 168.12.6B allows a 0' side yard setback on any one side in the mixed use center district provided fire access and building code requirements can be met.*

EASEMENTS:

Cross-Use Easement and Cost Sharing Agreement: This easement gives permission for all parties to use the ingress/egress points on both phases of the project, park throughout the entire site, utilize any and all recreational facilities, and to jointly maintain the stormwater detention facility on the southwest corner of the properties.

TRAFFIC ACCESS & CIRCULATION:

The property is bounded by NW 59th Court to the West and future NW 63rd Place to the south. NW 63rd Place will connect Merle Hay Road and NW 59th Court. At this point in time, NW 63rd Place is under construction with a scheduled completion date of July 2016.

The site would have access from NW 59th Court in addition to cross ingress/egress with phase 1 to allow phase 2 to use phase 1 access points. Phase 1 has access points on NW 63rd Place and Merle Hay Road.

SIDEWALKS:

A 4' sidewalk will be installed along the future NW 63rd Place frontage, to be constructed with the road improvement project. Internal site connections will consist of 4 foot sidewalks with ramps at the internal drive connections.

ROAD IMPROVEMENTS:

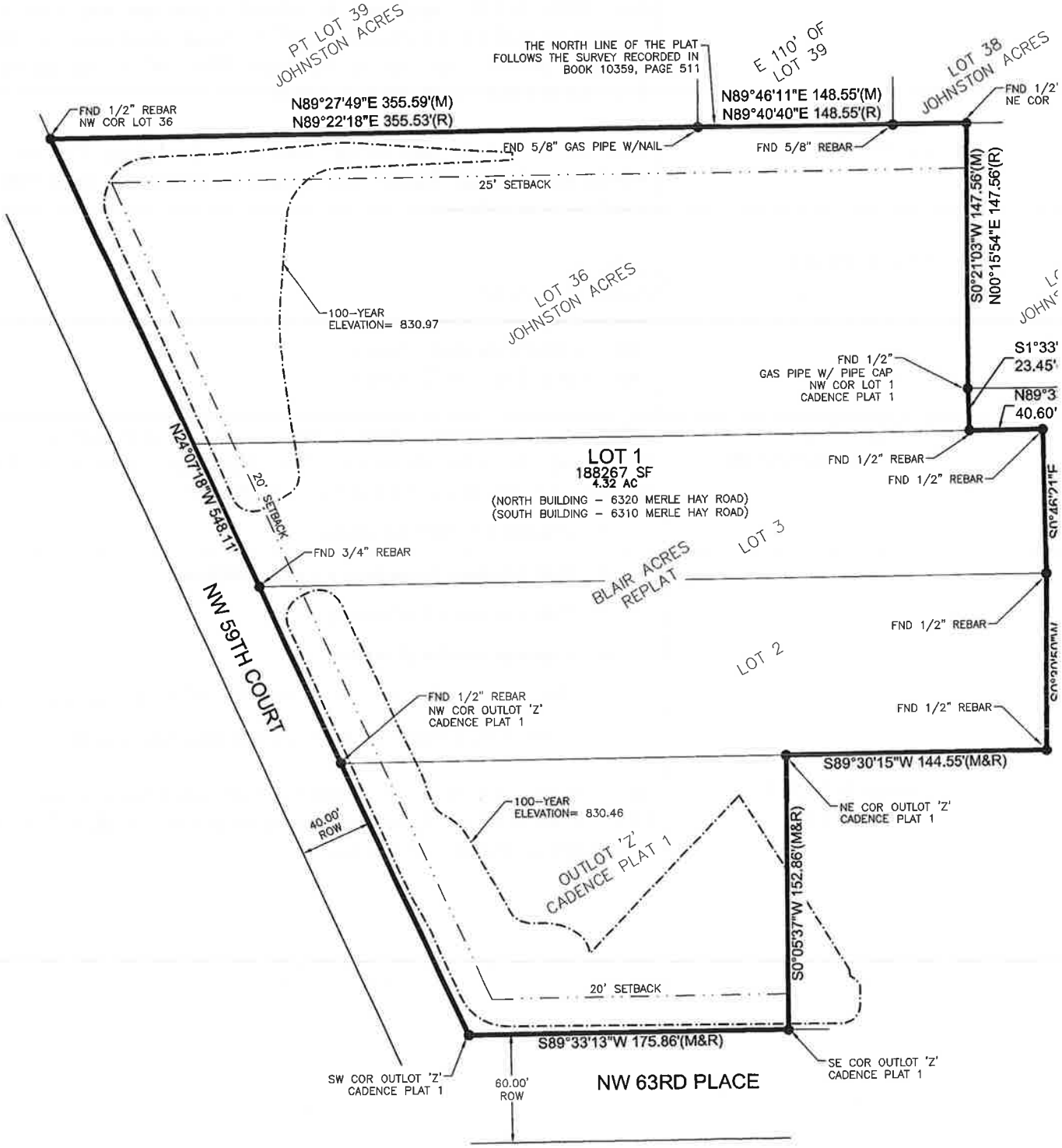
The site plans indicate a planned site access from future NW 63rd Place. NW 63rd Place will connect Merle Hay Road and NW 59th Court. At this point in time, NW 63rd Place is under construction with a scheduled completion date of July 2016.

NW 59th Court is an unimproved road and Ordinance 180.42.5 states that it is the responsibility of the property owner to improve adjacent roadways.

	When this item was taken up by the Planning and Zoning Commission a condition addressing this issue was not included. Ordinance 180.42.5.B does allow for the applicant to submit a petition and waiver in lieu of immediate road improvements. Staff recommends council acceptance of the provided petition and waiver for future NW 59th Court improvements in lieu of immediate road improvements.
FLOODPLAIN:	This site is not located in the 100 year floodplain. However, the areas within the drainage basins that would be inundated by a 100-year flood level event are shown.
FINAL PLAT:	Lots: 1 Area: 4.32 Acres Area of Streets: None Other Area Dedicated: None Net Area in Lots: 4.32 Acres
FINAL PLAT DOCUMENTAION:	All final plat documentation to have been received and reviewed by City Staff and the City Attorney. The documents have been found to be satisfactory. The required legal documents are: 1. Attorney's Title Opinion 2. Polk County Treasurer's Tax Certificate 3. Consent to Plat (Owner) 4. Consent to Plat (Lender) 5. Petition and Waiver for future NW 59th Court Improvements 6. Cross-Use Easement and Cost Sharing Agreement
CONSULTANT COMMENTS:	The site plan has been reviewed by Foth Infrastructure and Environment, LLC. Foth has issued review comments in a memo date 8/5/2015 and had no further comments on this item.

CADENC

FINA


PT LOT 39
JOHNSTON ACRES
THE NORTH LINE OF THE PLAT
FOLLOWS THE SURVEY RECORDED IN
BOOK 10359, PAGE 511
E 110' OF
LOT 39
LOT 38
JOHNSTON ACRES
FND 1/2" REBAR
NW COR LOT 36
N89°27'49"E 355.59'(M)
N89°22'18"E 355.53'(R)
N89°46'11"E 148.55'(M)
N89°40'40"E 148.55'(R)
FND 1/2"
NE COR
FND 5/8" GAS PIPE W/NAIL
FND 5/8" REBAR
25' SETBACK
S0°21'03"W 147.56'(M)
N00°15'54"E 147.56'(R)
100-YEAR
ELEVATION= 830.97
LOT 36
JOHNSTON ACRES
FND 1/2"
GAS PIPE W/ PIPE CAP
NW COR LOT 1
CADENCE PLAT 1
S1°33'
23.45'
N89°3
40.60'
N24°07'18"W 548.11'
20' SETBACK
LOT 1
188267 SF
4.32 AC
(NORTH BUILDING - 6320 MERLE HAY ROAD)
(SOUTH BUILDING - 6310 MERLE HAY ROAD)
FND 1/2" REBAR
FND 1/2" REBAR
FND 3/4" REBAR
BLAIR ACRES
REPLAT
LOT 3
LOT 2
FND 1/2" REBAR
NW 59TH COURT
FND 1/2" REBAR
NW COR OUTLOT 'Z'
CADENCE PLAT 1
FND 1/2" REBAR
S89°30'15"W 144.55'(M&R)
NE COR OUTLOT 'Z'
CADENCE PLAT 1
40.00'
ROW
100-YEAR
ELEVATION= 830.46
OUTLOT 'Z'
CADENCE PLAT 1
S0°05'37"W 152.86'(M&R)
20' SETBACK
S89°33'13"W 175.86'(M&R)
SE COR OUTLOT 'Z'
CADENCE PLAT 1
SW COR OUTLOT 'Z'
CADENCE PLAT 1
60.00'
ROW
NW 63RD PLACE

MEMORANDUM

City of Johnston, Iowa

DATE: July 7, 2015

TO: Steve Niebuhr, Hubbell Realty Company
Dean Roghair, Civil Design Advantage

FROM: Clayton Ender, Planning Intern

RE: Cadence Site Plan and Final Plat, Phase Two

We have reviewed the site plan and Final Plat for Cadence Apartments Phase 2 and note the following comments:

Site Plan

1. Indicate total acreage behind legal description.
2. Sheet C1.1
    a. Provide an inventory of protected trees to be removed and to remain and indicate their location on the site plan. See Chapter 151.09 of City of Johnston Code of Ordinances for detailed information regarding protection requirements.
    b. Please ensure that all the all of the removal of vegetation being depicted for removal is labeled with what is being removed (ex. Trees, shrubs, ect). There are multiple areas throughout the site that are not labeled but appear to be selected for removal.
    c. There appears to be a cross (X) indicating removal of something at the south property line that is not labeled. Doesn't appear to be over anything in particular.
3. The required number of parking spaces is 217. This would mean 7 handicap stalls are required. One additional ADA accessible parking stall is required to comply with the required number of parking stalls. See fire chief comments for possible solution.
4. The required number of parking spaces is 217, but only 170 are provided. The City Council will have to agree to a parking requirement waiver for Phase 2. Please provide a letter with your reasoning requesting council waiver of the requirement of 2 parking stalls per unit in favor of 1 ½ parking stalls per unit.
5. Label all setbacks on site plans.
6. Please list the names/addresses of all adjoining landowners.
7. The open space planting requirements are correctly calculated at 38 trees and 56 shrubs; however, 1 Autumn Blaze Maple appears to be counted for

both the open space plantings and street tree plantings. Please update the open space plant schedule to indicate 43 trees total provided with 19 trees provided being 2-21/2" caliper diameter.

8. Chapter 180.43 of the code of ordinances requires dedication of 5 acres of public parkland for each 1,000 residents added to the community. The applicant proposes 103 units of multi-family housing. The parkland dedication requirement is calculated via the following formula: 103 units X 1.615 persons per unit X 0.005 acres of parkland per person = 0.831725 acres. The same code chapter allows the developer to propose an equal value alternative to parkland dedication. In the past we have used $28,000 per acre as the attributable value under this alternative. Said alternative parkland dedication would be calculated as follows: $28,000 x .72675 acres = $23,288.30. A Parkland Dedication Agreement is attached to these review comments.
9. The fire chief has reviewed the proposed site plan and noted the following:
    a. On the building addressed 6320 one parking stall located adjacent to the sprinkler connections must be striped and labeled no parking to allow unrestricted access to the fire sprinkler system by fire service vehicles. The fire chief would consider the striping next to an ADA stall as an acceptable alternative.
    b. Though not required, the fire chief would recommend installing a stand pipe in both buildings because of their large size.
10. Elevations – In regards to the architecture of the buildings, staff would note the following:
    a. Please provide a building material table for the detached garage.
    b. The building address for the south building on the site does not match the address for the corresponding building elevations. Please correct the building elevations so that both reflect the same address.
11. Photometric plans:
    a. The applicant is required to submit 2 photometric plans as an overlay on the proposed site: (1) entire site and (2) paved areas only. Staff has received only a plan for the entire site. Please provided a photometric plan for paved areas only.
    b. Please ensure the photometrics have an average:minimum ratio that does not exceed 6:1 and a maximum:minimum ratio that does not exceed 20:1.
    c. Please correct the tables to reflect the correct ratios.
12. The Johnston Post Office will require Cluster Box Units, please contact Jolene Bolger, Johnston Post Master at 515-334-0216 or Joleen.K.Bolger@usps.gov to coordinate on the locations.
13. Applicant must procure a City grading permit and an Iowa DNR NPDES Phase 2 permit, including a SWPPP for this site prior to any ground disturbing activity.
14. Please include a cover sheet to accompany revisions which lists corrections made to the site plan.
15. Please see additional comments on the site plan as provided by Foth infrastructure and Environment, LLC. which will be provided separately.

This project is scheduled for a development review meeting on Wednesday, July 8, 2015 at 2:30 p.m. Four full size copies of revised plans, four 11 x 17 inch reductions and a PDF version of all site plans and building elevations and two copies of other information (site lighting, stormwater management plan, etc.) must be submitted by Wednesday, July 15, 2015 in order to proceed to the Planning and Zoning Commission on Monday July 27, 2015 and to the City Council on Monday August 3, 2015. Prior to the above noted meetings, a notice will be sent to adjacent properties regarding the proposed development.

Final Plat

1. List the total acreage behind the legal description.
2. List the address.
3. Include a note that states the address will be addressed off of Merle Hay road.
4. Include acreage along with square footage.
5. Submit a Blanket Ingress/Egress traffic easement for Cadence Lot 1 Plat 1 and Cadence Lot 1 Plat 2 prior to approval of the final plat.
6. Submit a Blanket Cross Parking Easement for Cadence Lot 1 Plat 1 and Cadence Lot 1 Plat 2 prior to approval of the final plat.
7. Submit a petition and waiver for improvements to NW 59th Court prior to council approval of the Final Plat. The amount of future assessment is estimated to be $72,114.84. The applicant may choose how said assessment will be split in the petition and waiver document.
8. A recorded Stormwater Management Facilities Maintenance agreement is required for all stormwater management facilities prior to approval of the final plat. A template has been attached.

The following documentation shall be submitted and will be recorded with the Final Plat:

1. Attorneys Title Opinion
2. Consent to Plat (Owner)
3. Consent to Plat (Mortgage Holder)
4. Stormwater Management Maintenance Agreement

If you have any questions, please contact me at 727-7763 or by email at intern@cityofjohnston.com.

cc: Patrick Kueter, Foth
Josh DeBower, Foth
Dave Cubit, Public Works Director
Matt Greiner, Construction Inspector
Jim Krohse, Fire Chief
Aaron Wolfe, Senior Planner

August 5, 2015

David Wilwerding, AICP
Community Development Director
City of Johnston
P.O. Box 410
6221 Merle Hay Road
Johnston, IA 50131

RE: Cadence Phase 2
Development Review No. 2
Case No. PZ 15-

Foth Infrastructure and Environment, LLC has completed a review of the Final Plat, Drainage Calculations and Site Plans dated July 27, 2015. Based on our review of project reference above, the following comments are offered:

Final Plat PZ15-27

1. No further comments at this time

Storm Water Management Report PZ15-26

2. Applicant shall provide Tc calculations to verify any Tc over 6 minutes.

Site Plans PZ15-26

Cover Sheet

3. No further comments.

Sheet C1.1 – Topo/Demo Plan

4. No further comments at this time

Sheet C2.1 – Dimension Plan

5. Applicant shall revise radii callouts in parking areas west of 6310 so they point the appropriate radius return.

Sheet C3.1 thru L1.1

6. No further comments at this time

Please contact me at 515.251.2564 if you have questions or comments.

Sincerely,
Foth Infrastructure & Environment, LLC

Joshua C. DeBower
Project Civil Engineer

jcd:mms3

8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393 Fax: (515) 254-1642

DEVELOPMENT AGREEMENT

BE IT REMEMBERED, that for the mutual promises, covenants and considerations herein contained that the City of Johnston, Iowa, ("City") and Cadence Apartments II, LLC, an Iowa limited liability company, 6900 Westown Parkway, West Des Moines, Iowa 50266 ("Developer") have entered into the following Development Agreement on this 23rd day of February, 2016, to wit:.

1. The following described real property ("Development Property") is a subject matter of this Development Agreement:

Outlot Z, Cadence Plat 1, Lots 2 and 3, Blair Acres Replat, and Lot 36 Johnston Acres, all Official Plats, now included in and forming a part of the City of Johnston, Polk County, Iowa, [hereafter to be replatted and known as Lot 1, Cadence Plat 2, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa]

2. Developer hereby agrees the City may make public improvements as described below.

NW 59th Court Improvements adjacent to the western boundary of Cadence Plat 2.

The assessable improvements would include a standard thirty-one foot local street, drainage improvements up to a 12" diameter pipe, a four-foot sidewalk, proportionate share of engineering and administration and proportionate depth of pavement (depth 7"), (the "NW 59th Court Improvements").

3. The Developer agrees that the City may elect to enter into one or more contracts for the construction of public improvements, including the NW 59th Court Improvements as a part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by Section 384.41(2) of the City Code of Iowa.

In consideration of the construction of said improvements, the undersigned Property Owners hereby waive the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of Notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said improvements where the expense of such improvements is to be assessed against private property. The undersigned Property Owners each and all hereby expressly waive each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to construct the improvement without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said improvements have been constructed in accordance with the plans and specifications that the City may make assessments against the properties of the undersigned Property Owners for the cost of the construction of said improvements, including the cost of engineering, supervision, preparation of assessment schedule, and a ten percent Default and Deficiency Fund as authorized by Section 384.44, City Code of Iowa, and that said assessments so made shall be a lien upon the properties hereinafter described, and each of the undersigned Property Owners hereby agrees to pay the amount which is thus assessed against his property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

Each of the undersigned Property Owners hereby expressly waive every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Property Owners within the time provided by Statute for the payment of special assessments for such improvements. Any entitlement to agricultural deferment under Chapter 384 of the City Code of Iowa is hereby reserved by the property owners.

The amount and proportion of the cost of the improvements, to be paid by the several Property Owners, shall be ascertained and determined by the Engineers and by them reported to the City Council which shall make such changes or alterations as they may require, and when said assessments are finally passed by the Council and by it levied, they shall constitute the assessments against the properties.

Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, without further

notice to said Property Owners, or any of them, and any such Resolution may contain recitals that said improvements are ordered or made by the Council without petition of property owners, without in any way qualifying this petition or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said improvements and to issue improvement bonds payable out of said assessments.

Each Property Owner warrants that his real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. Each Property Owner further agrees to subordinate the sale of any part of his listed property to the terms of this Petition and Waiver, and, upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder designated below, by execution of this Petition and Waiver, agrees and consents that his lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

4. Paragraph 3 above notwithstanding, the Developer has paid to the City the sum of $72,114.84 (the "Improvement Deposit") and the City hereby acknowledges receipt of and agrees to deposit this Improvement Deposit into an escrow account established by the City to be held and disbursed in accordance with this Agreement. The City agrees to use such Improvement Deposit in lieu of the special assessment provided in paragraph 3 hereof and agrees that it shall not impose a special assessment against the Development Property for the initial construction of the NW 59th Court Improvements. At the time NW 59th Court Improvements are completed and accepted by the City Council, the City shall recalculate the assessment amount and if the recalculated assessment amount is less than the amount paid into escrow, the City shall refund the excess with interest on said excess as calculated at the rate paid by the Iowa Public Agency Investment Trust, to the Developer. However, if the City fails to initiate the NW 59th Court Improvements within seven years of the date of this Agreement, the City shall refund the Improvement Deposit, together with interest at the rate paid by the Iowa Public Agency Investment Trust, to the Developer. The parties agree that no lienholder is required to sign this Development Agreement.

5. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it

is held invalid shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

6. Developer and the City acknowledge and agree that all of the obligations of the City under this Agreement shall be subject to, and performed by the City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

7. This Agreement shall be binding upon and inure to the benefit of (i) the City and (ii) Developer and its permitted successors and assigns as owner of the Development Property.

8. This Agreement shall terminate upon the earlier of (i) completion of the NW 59th Court Improvements by the City or (ii) midnight of the date that is seven years after the date of this Agreement.

Property Owners agree that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council.

Dated this _____ day of _____, 2016.

Presented to the City Council on _____, 2016.

Approved by the City Council on _____, 2016.

CITY OF JOHNSTON, IOWA

By: _____
Paula Dierenfeld, Mayor

Attest: _____
Cyndee Rhames, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Paula Dierenfeld and Cyndee Rhames, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City a Johnston, Iowa, a municipality created and existing under the laws of the State of Iowa, the seal affixed to the foregoing instrument is the seal of said municipality; and that said instrument was signed and sealed on behalf of said municipality by authority and resolution of its City Council adopted by Roll Call _____ on _____, 2016, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CADENCE APARTMENTS II, LLC, an Iowa limited liability company
By: Hubbell Realty Company, Managing Member

By:_____
Steven L. Niebuhr, Senior Vice President

By:_____
Dan Cornelison, Senior Vice President and Secretary

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

On this 23rd day of February, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Steven L. Niebuhr and Dan Cornelison, to be me personally known, who, being duly sworn, did say that they are the Senior Vice President and Senior Vice President and Secretary, respectively of Hubbell Realty Company, who is the managing member of Cadence Apartments II, LLC, on whose behalf this instrument was signed; and acknowledged that the execution of said instrument was the voluntary act and deed of said managing member and said limited liability company, by each entity and by them voluntarily executed.

Ashley J Aust
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ASHLEY J. AUST
Commission Number 771625
My Commission Expires
02/13/2018

ITEM NO. 9C

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016

SUBJECT: Receive and File City of Johnston, Iowa June 30, 2015 Audit

ACTION REQUIRED:
___ Ordinance
___ Resolution
___ Approval
_X_ Receive/File
___ Attorney Review

Teresa

SYNOPSIS

On April 6, 2015 the City approved a three year agreement with McGladrey, LLP (which has since changed their name to RSM, LLP) to complete the City of Johnston's audit beginning with the fiscal year ending June 30, 2015. The previous six year audits were completed by Denman and Company and prior to Denman the State of Iowa completed the City's audit.

RSM began work in early July, with the majority of the field work here in Johnston occurring in late September and early October 2015. Members from RSM were on site for three weeks. City staff have met or communicated often with the auditors since October and the first rough draft of the audit was sent to staff on January 21, 2016. The City Administrator and Finance Director met with RSM Assurance Manager Andrew Pickering and Senior Manager Jaci Dammeier after receipt in an effort address a number of issues in the draft audit.

Staff received the final report draft on March 16th. The report is still in draft form as RSM Quality Assurance has not signed off on the final report. Due to continued work between staff and auditors and the lack of receipt of the final audit, staff has been unable to schedule a City Council Finance Committee review of the audit prior to the entire council's receipt, as is typically done. Due to the length of the document, the Finance Director has forwarded this report electronically to the City Council.

Iowa Code Chapter 11.6 (6) states "An audit required by this section shall be completed within nine months following the end of the fiscal year that is subject to audit." which would be

March 31, 2016 for the City of Johnston. Thus, this item is scheduled for this meeting, despite the report not being in final form.

Although staff was aware that the transition to a new auditor is very time consuming and document production is significant, staff was overwhelmed with the changes to the audit process between the past auditors and RSM.

After an FY14 audit with no material findings, staff has learned of three material weaknesses RSM is reporting in Internal Control:

> 2015-001 There were matters that materially affected the June 30, 2014 financial statement which resulted in restatements to the July 1, 2014 beginning fund balance/net position of various opinion units. *Staff response: Staff pointed out the concerns regarding the Storm Water Fund and others prior to RSM beginning work on our FY15 audit. The FY14 auditing firm has to agree to these restatements of their work.*
>
> 2015-002 The Finance Director has administrator access rights within the City's general ledger software, which creates a lack of segregation of duties. *Staff response: Although the Finance Director had administrator rights in the financial software, she did not have administrator rights on the network which is also required to set up new vendors, generate checks, etc. However, the Administrative Services Coordinator will now have the administrator rights within the general ledger software.*
>
> 2015-003 The City does not have a year-end process implemented for the preparation of financial statements in accordance with generally accepted accounting principles. *Staff response: This finding results in the biggest change between our past auditors and RSM. RSM is expecting the City to prepare the financial statements prior to the audit work beginning. At the March 7, 2016 Council meeting, the City Council approved the retention of services from Mia Frommelt with Bohnsack & Frommelt to work with City staff regarding this finding. Mia was recommended by the City of West Des Moines as they contract with Mia to prepare their financial statements in preparation of their audit, and have done so for many years*

There were no Compliance Findings reported. A copy of the final FY15 Audit will be available electronically on the City of Johnston's website.

Staff remains concerned, and does not agree with a follow-up email communication from Ms. Dammeier regarding an invoice for extended services totaling approximately an additional $33,900, to the contract price of $39,000, and a requirement that City staff complete a GP-34 Governmental Disclosure Checklist. This issue remains unsolved at this time.

FISCAL IMPACT

Cost of the audit has been budgeted in the General, Water and Wastewater Funds. Funds are available to pay for the audit. A budget amendment may be necessary after addressing the extended billing services.

RECOMMENDATION

Accept and file the FY15 Audit. RSM staff will be present at the City Council meeting for discussion on the report.

ITEM NO. 9D

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016

SUBJECT: Consider the First Amendment and extension of the contract with Waste Management of Iowa, Inc. for the collection and disposal of solid waste	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

JPS

SYNOPSIS

In March 2011 the city entered into a contract with Waste Management of Iowa, Inc. for the collection and disposal of solid waste. The term of the contract was through June 30, 2013. In March 2013 the city entered into a new contract which provided an initial term of three years and two, two-year extensions. The contract expires on June 30, 2016. The city council discussed the contract at the March 7th work session and decided to exercise the first two-year extension of the contract.

The advantage of exercising the option to extend the contract is that Johnston has one of the lowest garbage rates in the metro area and extending the contract would limit the cost adjustment to a factor of the Consumer Price Index (CPI) and fuel prices. Below is a comparison of garbage rates for several metro area communities:

<u>Cost per household per month to collect and dispose of solid waste (based on the standard 96-gallon container):</u>

Johnston $8.13
Altoona - $8.40
Ankeny - $13.50 (subscription service - five different haulers)
Clive - $11.80 (includes recycling*)
Des Moines $12.00
Grimes - $9.59 (includes recycling*)
Urbandale - $12.00 (includes recycling*)
Waukee - $17.40 (includes recycling*)
West Des Moines - $11.25 (includes recycling*)

	Windsor Heights - 10.92 *communities that participate in the Metro Waste Authority recycling program pay $2.59 per household per month. Attached is a copy of the contract and the First Amendment. The amendment summarizes the changes to the current agreement. Collection of solid waste in Johnston will continue to be on Monday and Tuesday. Solid waste, recycling and yard waste will continue to be collected on the same day.
FISCAL IMPACT	There is no direct cost to the city. The city collects fees for service from residents and pays the fees to Waste Management. There is staff time in managing the contract, dealing with customers and billing for service.
RECOMMENDATION	Approve the First Amendment to the Agreement with Waste Management of Iowa for the collection and disposal of solid waste.

FIRST AMENDMENT
TO THE AGREEMENT FOR THE COLLECTION OF SOLID WASTE

This First Amendment to the Agreement For The Collection Of Solid Waste ("First Amendment") is entered into on March _____, 2016 , and is being made to that Agreement for the Collection of Solid Waste (the "Agreement") entered into on March 18, 2013, between the City of Johnston, Iowa, a municipal corporation created under the laws of the State of Iowa ("City"), and Waste Management of Iowa, Inc. ("Contractor"), an Iowa corporation. City and Contractor mutually agree to amend the Agreement as stated herein.

1. In the second parenthetical expression of Section 1.3, "microwave oven" shall be inserted as an example of a non-freon appliance.
2. Each reference to "MWA Transfer Station" in the Agreement shall be deleted and be replaced with "Metro Central Transfer Station."
3. The last sentence of Section 3.9 shall be deleted and be replaced with the following sentence:

   > In the event that a holiday and an inclement weather delay occur in the same week, collection on a Sunday may be required to maintain the weekly collection schedule provided that the Metro Central Transfer Station, Metro Northwest Transfer Station or Metro Park East Landfill can be open for the disposal of garbage.

4. In Section 4.3.3, both references to "3 business days" shall be deleted and be replaced with "5 business days".
5. In Section 5.1, "2-hour time period" shall be deleted and be replaced with "4 hour time period or as soon as reasonably possible from an operational perspective".
6. Section 5.4 shall be deleted in its entirety and be replaced with the following provision:

   5.4 Designated Facilities. Contactor is responsible for paying all disposal fees at the designated facilities. All Solid Waste shall be delivered to any of the following facilities:

   a) Metro Park East Landfill
      i. Address: 12181 University Avenue NE, Mitchellville, Iowa
      ii. Hours: Monday through Friday: 6:30 a.m. to 4:30 p.m.; Saturday: 8:00 a.m. to 1:00 p.m.; or as otherwise established by the MWA.
   b) Metro Central Transfer Station
      i. Address: 4199 Delaware Avenue, Des Moines, Iowa
      ii. Hours: Monday through Friday, 9:00 a.m. to 5:00 p.m., or as otherwise established by the MWA.
   c) Metro Northwest Transfer Station
      i. Address: 4015 Beisser Drive, Grimes, Iowa
      ii. Hours: Monday through Friday, 7:00 a.m. to 3:00 p.m. or as otherwise established by the MWA.

7. In Section 12.1, the title for Contractor shall be changed from "Sr. District Manager" to "District Manager."

8. Exhibit B to the Agreement shall be amended as follows:

   a) the row containing "Current Fire Station" shall be deleted as it is no longer serviced by Contractor; and,
   b) the Dumpster Size for the Facility listed as "Parks" shall be changed from "1 – three yard for trash" to "1 – four to six yard for trash".

9. All other provisions of the Agreement shall remain in full force and effect.

The Parties hereto have executed this First Amendment as of the date written below.

Waste Management of Iowa, Inc.		**City of Johnston, Iowa**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

AGREEMENT
FOR THE COLLECTION OF SOLID WASTE
BETWEEN THE CITY OF JOHNSTON
AND
WASTE MANAGEMENT OF IOWA, INC.
(3/8/13)

This Agreement is made and entered into this 18th day of March 2013, by and between the City of Johnston, a municipal corporation, hereinafter referred to as "City," and Waste Management of Iowa, Inc., an Iowa corporation, with principal offices at 201 SE 18th Street, Des Moines, Iowa hereinafter referred to as "Contractor," as follows:

WHEREAS, City desires Contractor to provide Solid Waste Collection Services for certain residents within the corporate boundaries.
WHEREAS, the Contractor has represented that it possesses the necessary skill and expertise, and is qualified to perform the Solid Waste Collection Services pursuant to this Agreement for certain residents within the City.
NOW THEREFORE, in consideration of the mutual premises, terms, covenants, and obligations contained herein, the Parties agree as follows:

SECTION 1 - DEFINITIONS

For the purposes of this Agreement, unless otherwise expressly stated or the context clearly indicates a different intention, the designated terms are defined as follows:

1.1 Additional Cart Collection Fee: Contractor's fee to collect additional cart(s) at a Residential Premise.
1.2 Annual Adjustment Date: July 1 of each year.
1.3 Appliances: Appliances or white goods include apparatus containing refrigerant gases, PCBs, mercury ballast, capacitor CFC or other regulated substances which require Specialized Collection and disposal in accordance with applicable laws and regulations (e.g., air conditioner, dehumidifier, refrigerator, and freezer) as well as non-freon or PCB-containing apparatus (e.g., stove, washer, dryer, dishwasher, water heater, and furnace).
1.4 Automated Collection: Collection of Solid Waste utilizing a unit equipped with a hydraulic mechanized arm system to extend, lift and dump specially manufactured carts into a collection vehicle.
1.5 Bulky Waste Collection: Materials too large to fit in the carts such as furniture, windows and doors, sinks, carpet and other items, or materials placed in bags or boxes which do not fit within the standard cart because it is already full on a particular Collection Day.
1.6 Cart Exchange/Replacement Delivery Fee: Contractor's fee to deliver a different cart to a Residential Premise and return the previous cart to inventory if necessary.
1.7 Clean-up Event: A day or multiple days when Contractor collects Bulky Wastes as a special service on each route.
1.8 City Facility Collection: The collection of solid waste and recycling from designated City facilities (Exhibit B).
1.9 Christmas Tree Collection: The collection of Christmas Trees as established by MWA COMPOST IT! guidelines.

1.10 Collection Cart: A national brand, wheeled cart for the deposit of solid waste to be collected at the curb. In an effort to recognize the different volume of waste generated by residents, the City offers service for two sizes of carts (48 gallon, 96 gallon)

1.11 Collection Service(s): Automated Curbside Collection and disposal of Solid Waste, and curbside collection of Bulky Waste, and other special collections.

1.12 Collection Day: The scheduled Collection Day shall be coordinated with the pre-existing schedule for recycling collection. The specific hours in which Solid Waste collections are permitted are defined by city ordinance.

1.13 Contract Administrator: City Administrator or a representative designated by the City Administrator.

1.14 Contractor: Waste Management of Iowa, Inc. 201 SE 18th Street, Des Moines, IA 50317.

1.15 Curbside: The area bounded by the outer edge of the paved road or graveled road surface and the limit of the City right-of-way at the front property line. In non-curbed areas, a road shoulder, ditch, or grass section is normally present in lieu of the above. In appropriate areas, a driveway may be utilized in lieu of curb-area collection.

1.16 Effective Date: The date this Agreement is made and entered into by the Parties.

1.17 Late Set-out Return Service Fee: Contractor's fee to return to a Residential Premise to collect the Solid Waste that was not set out when the driver passed by on the route.

1.18 Missed Collection: A Missed Collection is one in which the resident has placed Solid Waste curbside on or before 6:00 AM on their respective Collection Day and which the Contractor fails to pick up. If the Contractor has documentation that the Solid Waste was not set out at the time of Collection Service, it is not a Missed Collection. For purposes of this Agreement, the term "documentation" shall include a report provided by the Contractor's driver.

1.19 Monthly Collection Fee - MCF: The Contractor's charge for collection for each Cart/household/month, part of which is fuel related and part of which is non-fuel related as shown in Exhibit A. The MCF does not include other costs such as the cost for carts or disposal.

1.20 MWA: Metro Waste Authority

1.21 Parties: City and Contractor executing this Agreement.

1.22 Residential Premises: Single-family and two-family dwellings. A residential premise may include a townhome or condominium complex where the individual units are served and billed separately for water and/or wastewater services

1.23 Route: An identified area of Residential Premises regularly scheduled for Solid Waste and Bulky Waste Collection on a once each week basis as specified in this Agreement

1.24 Solid Waste: Solid Waste is the waste generated by normal residential activity, excluding Yard Waste, Bulky Waste and all specialized collections. Solid Waste may also be known as garbage, trash, refuse, and rubbish. Solid Waste does not include dirt, sod, stone, brick, railroad ties, construction materials, or hazardous waste as defined in Section 455B.411 of the Code of Iowa, or source, special nuclear, or by-product material as defined in the Atomic Energy Act of 1954, as amended to January 1, 1979.

1.25 Special Collections: Solid waste collections at a designated location (near the house and visible from the street) for residents that are elderly and/or disabled and meet certain criteria as established by the City.

1.26 Surety: The corporate body, approved by the City, which is bound with and for the Contractor and is primarily responsible for payment or performance in the event the Contractor fails to perform under the provisions of this agreement.

1.27 State: State of Iowa.

1.28 Yard Waste: Waste materials that include lawn trimmings and garden waste such as leaves, grass clippings, brush and small branches but does not include stumps, garbage, stone, concrete or other non-organic types of waste.

SECTION 2 - TERM AND COMMENCEMENT OF PERFORMANCE

The term for which the Contractor shall provide the Collection Services under this Agreement shall commence on July 1, 2013 (the Effective Date), and expire on June 30, 2016 (the "Expiration Date"), and subject to earlier termination in accordance with the provisions of Section 13. The Agreement may be extended for up to two (2) two (2) year periods at the sole discretion of the City.

In the event the City exercises its option to extend under this paragraph, it shall give written notice to the Contractor of its election to extend the term of the Agreement for an additional two year term not less than ninety (90) days and not more than one hundred twenty (120) days prior to the expiration of the then current term of this Agreement. No notice of termination shall be required by the City if the Agreement is not extended. In the event the City elects to extend the term of this Agreement as provided for herein, the terms of this Agreement shall remain in full force and effect during the renewal term, unless otherwise amended by the parties.

SECTION 3 - GENERAL COLLECTION REQUIREMENTS

3.1 Scope of Services. The Collection Services shall be conducted in a manner which results in maintaining a sanitary, efficient and customer-friendly environment for the residents of the City. The Contractor shall furnish all labor, equipment, materials, supplies, tools, supervision, and all other items incidental thereto, and perform all services necessary and specified in the prescribed manner and time to provide Collection Services in accordance with the terms of this Agreement.

3.2 Residential Collection

3.2.1 The Contractor shall provide Automated Curbside Collection of Solid Waste in standardized carts supplied by the Contractor. The carts shall be purchased, assembled, delivered and maintained by the Contractor. The Contractor shall extend Collection Service to new Residential Premises in the City at the contract price. The City shall update house counts on a quarterly basis. The City will provide the house counts in January, April, July, and October of each contract year with documentation and comments about variations. These shall be the basis for making quarterly adjustments to Contractor payments. Contractor will be notified by the City of any new customers resulting from new construction or annexation. Contractor will need to add these customers to a route by the next regular collection date. Changes in billing for any house count increases/decreases will not take effect until the beginning of the subsequent quarter. For the term of this Agreement, the City will be solely responsible for determining the house counts to be used.

3.2.2 The Contractor shall collect all items of Solid Waste, Bulky Waste, and Appliances which have been properly placed in or beside standardized carts or Curbside, normally generated by the Residential Premises

served. The Contractor shall leave all collection points free and clean of properly placed Solid Waste after collection. In the event the Contractor shall refuse service to any eligible Residential Premise under this provision, the Contractor shall advise the Eligible Residential Premise in writing of the reason for the refusal of Collection Service. This shall be accomplished by the Contractor affixing an information tag (i.e., a "rejection notice") on the rolling cart or in some like manner determined by the City to be acceptable.

3.3 Bulky Waste Collection. Bulky Waste items shall be collected and disposed of in accordance with current law and regulations by the Contractor in accordance with the same schedule as the weekly collection of Solid Waste with the proper sticker(s) attached. The Contractor shall collect any supplemental Solid Waste, such as additional bags, in accordance with Bulky Waste collection procedures. Bulky Wastes shall be placed Curbside by residents and separated by at least three (3) feet from the cart to allow collection by the automated collection vehicle. The Contractor shall establish and implement a City-approved policy for collection of Bulky Waste, which shall be communicated to residents as part of the Contractor's public education process.

3.4 Appliance Collection. Appliances shall be collected and disposed by the Contractor in accordance with applicable laws and regulations on an on-call basis or routine route with the proper sticker attached. The Contractor shall be responsible for all scheduling and follow-up. The Contractor shall establish and implement a City-approved policy for Appliance Collections, which shall be communicated to residents as part of the Contractor's public education process.

3.5 Special Collection. The Contractor shall provide special collection at the same rate as Curbside collection to elderly or disabled persons with difficulties in placing Solid Waste for collection at the curb. The criteria for Special Collection will be determined by the City, and shall be communicated to the Contractor, along with a list of all residents receiving such Special Collection on or before the Effective Date. Subsequent to implementation, the Contractor shall receive requests for Special Service and shall determine eligibility in accordance with the City criteria. If a person disputes Contractor's determination of eligibility for Special Collection, the City may review the decision of eligibility and, in relevant cases, shall have final discretion regarding such eligibility.

3.6 Clean-up Event Collection. The Contractor shall provide a Clean-up Event collection of residential solid waste on an annual basis without regard to size or number of articles to be collected. The Contractor shall establish and implement a City-approved policy relating to the Clean-up Event collection. The annual Clean-up Event typically occurs during the latter part of April or first part of May and usually occurs on a regular solid waste collection day. The actual days the clean-up will occur each year shall be mutually agreed upon between the City and the contractor. Materials will be limited to Bulky Waste and regular Solid Waste. Yard Waste, electronic waste, household hazardous waste and construction materials are not included in the Clean-up Events, and will not be collected by Contractor. The Contractor must have adequate equipment to complete collection on the regular collection day. All costs associated with a Clean-up Event must be factored into the cost for solid waste collection services.

3.7 Hours of Collection. Normal Collection Days are weekdays. During weeks containing holidays or disruptive acts of God, weekend (Saturday or Sunday) collections may be needed to maintain the normal collection schedule. Collection

hours of residential Solid Waste shall follow the ordinances of the City. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor.

3.8 Holidays. The following holidays are currently observed for purposes of this Agreement:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

On the week of the observed holiday, service shall be adjusted for the days of the week following the holiday, by a one-day delay. In no manner shall the Contractor be relieved of the obligation to provide collection service at Residential Premises at least once per week.

3.9 Inclement Weather. Solid Waste Collection Service will be suspended due to inclement weather only upon order of the City. The City will notify Contractor of any directives regarding delay, modification, or suspension of service as soon as a decision is made. Notwithstanding the foregoing, in those conditions where inclement weather may, in Contractor's judgment, pose substantial danger to the health or safety of its employees or that of the public or risk of damage to its equipment, Contractor may suspend Collection Service. If Collection Service is suspended, Contractor shall, circumstance permitting, perform collection on the next regular Collection Day by delaying each route for one day (similar to a holiday collection schedule). The City will notify the media of any suspension of service. In the event that a holiday and an inclement weather delay occur in the same week, collection on a Sunday may be required to maintain the weekly collection schedule provided that the MWA Transfer Station or Metro Park East Landfill can be open for the disposal of garbage.

SECTION 4 - COLLECTION CARTS AND ROUTES

4.1 Location of Carts and Bulky Wastes for Collection

4.1.1 Each cart will be placed at Curbside for collection unless the Residential Premise is eligible for Special Collection. Carts will be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. The Contractor shall handle rolling carts in a manner that avoids damage to the carts. Carts shall be returned to the designated setout locations as set out by the resident at each location. Contractor shall make a conscious effort to return the cart with the lid closed and in a standing position. In the event a parked vehicle or other barrier is restricting automated equipment access to the cart, the Contractor will be expected to implement a process to collect the cart so service to all Residential Premises is provided.

4.1.2 When construction work is being performed in the right-of-way, carts will be placed as close as practical to an access point for the collection vehicle. The Contractor is encouraged to attend all City pre-construction meetings when street closures are anticipated so that the public information campaign may be coordinated. The City shall promptly communicate any road closures or right-of-way construction projects to Contractor so the Contractor may efficiently perform Collection Service.

4.2 Collection Carts

4.2.1 The City shall approve the color, type, and brand before implementation begins. The carts shall be available in two (2) sizes: 48 gallon, 96 gallon. Residents shall have the option of selecting from these two (2) cart sizes. Each cart will be imprinted with the Contractor and/or City logo and a unique serial number to allow tracking of all carts. No other logos shall be printed on the carts. Contractor shall maintain a database of all cart assignments to the residential premises. The contractor will retain ownership of the carts supplied and provide maintenance/replacement as necessary through normal usage.

Cart exchanges or deliveries will be handled as provided in Section 4.3 of this Agreement. For any cart exchange, the Contractor will be responsible for returning the retrieved cart to the inventory in a sanitary condition. As provided in Section 4.3 of this Agreement, under specified circumstances, the Contractor may be entitled to charge the City a Cart Exchange/Replacement Delivery Fee.

The Contractor shall repair or provide sanitized replacements in accordance with City policy for replacement of carts as specified in Section 4.3. Requests for replacement of existing carts must be handled within five (5) business days after the date the request is received. Repairs to existing carts must be handled within (three) 3 business days from the time the request is received. The Contractor shall be responsible for managing and completing warranty work on the carts.

4.2.2 Residents shall have the option of requesting an additional cart(s) for an additional fee.

4.2.3 The Contractor shall follow the City Policy and Procedures for Cart Replacements as provided in Section 4.3.

4.3 <u>City Policy and Procedures for Cart Replacements/Repairs</u>

The following is a list of circumstances that would cause a customer to request a cart exchange. To carry out this Policy and Procedure, the Contractor or City shall determine the reason for each cart replacement when the customer notifies the Contractor to request a replacement.

4.3.1 Existing Customer Cart Exchange. In some cases, the customer is dissatisfied with the size of the cart they are using and would like to exchange for a different size. If the request is made within 30 days after the route start date, the Contractor will exchange the cart one time for each household at no charge to the City. If the request is made after the 30 day route start date, the Contractor will charge the City the Cart Exchange Delivery Fee for each household exchange. Each household will only be charged a single exchange fee regardless of the number of carts exchanged for each occurrence. The City will assess the cost for the exchange.

- **Action:** Customer contacts the City regarding request for cart exchange. The City determines the reason for the exchange is customer's dissatisfaction with the cart size. The City provides the customer with the option to pick up the cart without a delivery fee and notifies the Contractor of the changed cart size for monthly

billing. The City creates a work order and notifies Contractor at the end of each business day with all work order requests and whether to deliver cart or if customer will pick up the cart. If Contractor delivers the cart, the Contractor will bill the City the Cart Exchange Delivery Fee, providing the name, address and date the work was performed for the customer. The City will assess the cost for the exchange to the customer and change the future billing amount to match the revised cart size. Billing the customer will be the responsibility of the City but the obligation to pay Contractor is not dependent upon collection of billed amount from customer.

4.3.2 Existing Customer - Additional Cart(s). In some cases, the customer needs additional cart/carts to meet their family's lifestyle.

- **Action:** Customer contacts the City regarding request for an additional cart. The City provides the customer with the option to pick up the cart without a delivery fee and notifies Contractor of the additional cart size for monthly billing. The City creates a work order and notifies Contractor at the end of each business day with all work order requests and whether to deliver the cart or if customer will pick up the cart. If Contractor delivers the cart, the Contractor will bill the city the Cart Exchange Delivery Fee, providing the name, address and date the work was performed for the customer. The Contractor will bill the City for servicing the additional cart.

4.3.3 Existing Customer Damaged Cart/Lid. Contractor will repair or replace the damaged cart or lid within 3 business days after the notification is received.

- **Action:** If the City determines that the damaged cart/lid has not been repaired or replaced within 3 business days, the City will bill Contractor $25 each day starting the fourth business day until the required service has been provided.

4.3.4 New Customer (existing residence) Cart Exchange. When a new resident moves to the City, they may request an exchange of cart sizes to better fit their family's lifestyle. To avoid the Cart Exchange Delivery Fee, this request must come within a 30-day period after they have moved into the property. The Contractor will provide this service at no charge for each household exchange if done within the aforesaid 30 day period. Contractor will allow one free cart exchange opportunity per new customer without assessing the cost of the exchange to the City. Regardless of number of carts delivered per household the City will only be billed for one exchange fee. If the request is after 30 days, the Contractor will follow the same procedures as for a cart exchange for an existing customer in Section 4.3.1 above.

- **Action:** Customer contacts the City's billing department regarding request for a cart exchange. The City determines the reason for the exchange is customer's dissatisfaction with the cart. The City creates a work order and notifies Contractor at the end of each business day with all work order requests. Contractor will notify the City of the cart size exchange. Charges for the Cart Exchange Delivery Fee will depend on whether the request occurs within 30 days.

4.3.5 New Customer (existing residence) No Cart. A new resident moves to the City and there is no cart at the residence. This request must be made within a 30-day period after they have moved into the Residential Premise. The Contractor will be responsible for delivering a cart of the requested size for no charge if the request is made within the aforesaid 30-day period.

- **Action:** Customer contacts the City and requests a cart. The City's billing department determines the reason for the request. The City creates a work order and notifies Contractor at the end of each business day with all work order requests. The Contractor will be responsible for providing the City with cart sizes, the name, address and date the work was performed for the customer. The obligation to pay Contractor is not dependent upon collection of billed amount from customer.

4.3.6 New Customer (existing residence) Exchange for Same Size. In some cases a new resident might be satisfied with the size of their cart but request an exchange for other reasons (dirty, wants new one, etc.). Contractor will bill the City Cart Exchange Delivery Fee for the exchange, providing the name, address and date the work was performed for the customer.

- **Action:** Customer contacts the City's billing department regarding a request a cart exchange. The City determines the reason for the exchange is customer's dissatisfaction with the current cart other than damage or size. The City provides the customer with the option to exchange the existing cart for a new cart without a delivery fee. The City creates a work order and notifies Contractor at the end of each business day with all work order requests and whether to deliver the cart or if customer will exchange the carts. If Contractor delivers the cart, the Contractor will bill the City the Cart Exchange Delivery Fee, providing the name, address and date the work was performed for the customer. Billing for this type of occurrence will be the responsibility of the City but the obligation to pay Contractor is not dependent upon collection of billed amount from customer.

4.3.7 New Customer (new construction) No Cart. The Contractor will deliver a new cart at no charge to the City.

- **Action:** The City's billing authority will provide the Contractor with a work order number, name, address, and date request was taken, phone number for customer, and the size to be delivered. The Contractor will deliver the cart and provide to the City the cart size, the name, address and date the work was performed for the customer.

4.3.8 Stolen/Lost Cart. If the customer claims their cart is lost or stolen, the Contractor will provide a cart/carts at no charge. The City's billing department may require a police report before approval is given to proceed with the replacement.

- **Action:** Customer contacts the City to request a replacement cart due to a lost or stolen cart. It may be the responsibility of the applicable household to provide a copy of the police report to the City prior to delivery of the replacement cart by Contractor.

4.4 Collection Routes. The Contractor shall establish collection Routes in a manner that provides Collection Services to all customers once each week. Collection Days must be coordinated with the existing recycling collection service contracted by MWA understanding that recycling collection occurs every other week while Solid Waste Collection Services are provided weekly. The Contractor shall submit a map designating the Collection Routes and schedules to the City for the files. Maps and schedules of Collection Routes shall show the days for regularly scheduled collection for each Route and area.

SECTION 5 - EQUIPMENT AND FACILITIES

5.1 Collection Equipment. The Contractor shall provide an adequate number of collection vehicles for regular collection services and sufficient spares to provide uninterrupted service. Automatic lifters must be compatible with rolling carts. The lifters must be maintained so as to not cause damage to collection carts. Automated Collection vehicles must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts. All equipment and vehicles used by the Contractor shall be titled, registered and licensed in the State of Iowa. The Contractor shall provide copies of each Iowa equipment or vehicle registration document for each vehicle proposed for use in fulfilling the specifications prior to use of that vehicle on any route under these specifications.

The Contractor shall keep all collection vehicles in proper repair and in a clean, sanitary and presentable condition acceptable to the City. In the event of complaints, the City will have the final determination of whether the standards are being adhered to and what is acceptable. All collection vehicles shall be secure, preventing any leakage of fluids or littering of materials. Any fluid leak (except for oil, fuel, anti-freeze, or other substance deemed a hazardous material) must be cleaned up within one (1) business day. Should a hydraulic hose or other vehicle related item break or leak fluid while on a collection route, the Contractor shall respond to and make efforts to contain and clean the oil leak or other hazardous substance within a 2-hour time period. Cleaning shall include complete removal of any oil tracked on the street, resident's driveway, boulevard (grassy area between sidewalk and curb), as well as any oil or other hazardous

material leaked into a storm water system. If grass is damaged to the point that it cannot live, then turf shall be replaced by Contractor. It will be the sole determination of the City as to whether the cleaning is adequate in the event of a dispute. Clean up and disposal of all material deemed to be toxic, hazardous, or otherwise not approved for disposal at a landfill must be disposed of properly under all local, state, and federal regulations. The City may request written documentation substantiating how and where the material was disposed. All cleaning activities must adhere to applicable local, state, and federal regulation and applicable storm water permits.

All collection vehicles shall be manufactured and maintained to conform to applicable ANSI standards. Each vehicle shall be permanently identified, at a minimum, with the Contractor's name and phone number plainly visible on each side of the vehicle. Contractor shall register all equipment to be used in the performance of this contract with the City on an annual basis. Contractor shall provide the City with the year, make, and model of chassis and body, registration, company vehicle number, and license number of each vehicle. Contractor shall be solely responsible for all costs of operating and maintaining collection equipment.

5.2 Hauling. All materials hauled by the Contractor shall be transported in compliance with the Code of Iowa and the Johnston City Code, as may be amended, and any applicable regulations. Materials shall be contained, tied, or enclosed such that leaking, spilling, or blowing litter is prevented. The Contractor will be fully and solely responsible for any consequential clean-up.

5.3 Collection of City Facilities. The Contractor shall provide collection services for Solid Waste and Bulky Waste generated by City facilities in the quantities and frequencies described in 'Exhibit B' for no additional charge. For any container collected two times each week, the collection of these containers must be at least three business days apart. The Contractor must provide the carts or dumpsters at the locations and sizes specified in 'Exhibit B'.

If the city increases the frequency of service, adds an additional dumpster at any location, or adds a site, it will be serviced as necessary by the Contractor and payment made as provided in 'Exhibit B'. If the city decreases frequency or eliminates a dumpster, the City will be credited on an equal basis to the decrease in service per 'Exhibit B'. Any change in the service provided by Contractor to City Facilities must be communicated to the City by the Contractor.

5.4 Designated Facilities.
Contactor is responsible for paying all disposal fees at the designated facilities. All Solid Waste shall be delivered to the following facilities:

Metro Waste Authority
Metro Park East Landfill
12181 University Avenue NE
Mitchellville, Iowa

Hours: Monday through Friday, 6:30 a.m. to 4:30 p.m.; Saturday: 8:00 a.m. to 1:00 p.m. or as established by the Authority; or,

Metro Waste Authority
Transfer Station

4199 Delaware Avenue
Des Moines, Iowa

Hours: Monday through Friday, 8:00 a.m. to 4:00 p.m. or as established by the Authority; or

Other facilities in the metro area as may be designated by the City in the future.

5.5 Appliances/White Goods. All Appliances (white goods) containing freon shall be delivered to a Metro Waste Authority designated facility for freon removal before disposal either at one of the facilities above or at a MWA-approved salvage yard.

SECTION 6 - EMPLOYEES AND CUSTOMER SERVICE

6.1 Employees. The Contractor shall employ personnel of sufficient numbers and qualifications to carry out the Contractor's obligations under this Agreement. The Contractor shall employ personnel who have demonstrated ability and the full authority to make operating decisions during normal working hours and shall have key maintenance and operating personnel on call at all other times. The Contractor shall designate a service manager to provide a single-point contact with the City's designated representative. In the event of inclement weather or other emergency issues, a telephone number or emergency call-out list shall be provided which provides the City 24/7 access to an on-call manager.

Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. If wearing company apparel, the apparel shall identify the employee with the same company name as on the equipment used for this Agreement. Contractor's employees shall be courteous at all times and shall work quietly, not use profane or loud language. Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial vehicle operator's license of the State of Iowa required for the type of vehicle they are operating.

Contractor's employees, officers, and agents, shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

6.2 Customer Notification. The Contractor shall help the City notify all Residential Premises, about complaint procedures, rates, regulations, and days for scheduled Solid Waste, Bulky Waste, and other special collections. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording within one (1) minute of call connection or roll over to an answering machine to leave a message. The Contractor may have music or educational information during the one (1) minute delay but no "prompts" of any kind. Return calls to voice mail messages must be returned within one (1) hour during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voicemail messages left after 4:00 p.m. must be returned prior to 8:30 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. Contractor may also request a day time email address for customer in addition to a day time telephone number. Any calls placed to the Contractor whether answered by a "live" person or a recording will be represented only by the name of the company identified in this Agreement. Any recorded information provided to callers associated with this

Agreement will be specific to the information associated with this Agreement and shall not contain alternative business names or advertising.

6.3 Facilities. The Contractor shall maintain a local office in the Des Moines metro area where the local supervisor of operations will be available for meetings with the City and a local phone number for customer complaints or service calls. The local office shall employ qualified attendants as may be necessary to receive or process complaints or to receive instructions and directions from the city. At a minimum, the Contractor shall have a responsible person in charge from 7:30 a.m. to 4:00 p.m., on days when Collection Service is provided (Monday through Friday plus any weekend days when service is delayed due to holidays or inclement weather), and shall provide customer assistance phone service, at a minimum, during regular business hours, and on any other day that the Contractor is collecting Solid Waste under this Agreement. The Contractor shall provide for adequate maintenance facilities within the area to store and maintain all required equipment. The Contractor shall maintain its facility sites in a clean and orderly condition and shall keep its sites free from accumulations of waste materials. All Contractor facilities shall comply with applicable local, state and federal regulations. All personnel associated with this Agreement shall identify themselves as employees of the Contractor listed in the Agreement when handling issues and answering phones related to this Agreement.

6.4 Public Education and Information. Contractor shall provide and distribute pre-printed materials (rejection stickers) as needed to educate homeowners that set out improper materials (such as Bulky Waste without stickers) and as may be otherwise requested by the City. The City must pre-approve any content developed by Contractor for public education materials prior to Contractor printing the materials.

6.5 Missed Collections, Customer Complaints, and Notification. If a collection from an eligible household is inadvertently missed and the Contractor is notified by the household, the Contractor shall return to collect the materials. In all cases, the Missed Collection shall be handled within a 24 hour period after notification or during the next scheduled work shift, whichever is sooner.

If the Contractor is able to substantiate via a process pre-approved by the City using documentation such as written records or date and time stamped photos that the household did not have their rolling cart out at the time the collection vehicle serviced the household, the Contractor may inform the household of this fact and provide the household the option to pay a "Late Set Out Return Service Fee" to return. Contractor will also inform the resident that they can also hold the Solid Wastes until the next scheduled collection and potentially use Bulky Waste stickers for additional Solid Wastes.

In the case of complaints regarding collection service or any related activities, the Contractor shall, upon being notified of the complaint, resolve the complaint with the eligible household or other person/entity submitting the complaint. The Contractor shall work cooperatively with the eligible households and the City to resolve complaints as appropriate. The Contractor shall make a record of each complaint received and shall indicate thereon the name and address of the complainant, the day and hour the complaint was received, the nature of the complaint, the nature of disposition of the complaint and the day and hour the complaint was resolved. The Contractor shall maintain all such forms during the

term of this Agreement and shall provide copies of the same to the City upon request.

The City shall notify the Contractor of each complaint reported. It shall be the duty of the Contractor to take whatever steps may be necessary and appropriate to remedy the cause of the complaint and notify the City of its disposition within twenty-four (24) hours after receipt of the complaint.

The Contractor shall provide the City with a full explanation of the resolution of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

In the event that a dispute between the Residential Premise and the Contractor cannot be resolved, the City will have the final say on the resolution.

SECTION 7 - COMPENSATION

7.1 Basis and Method of Payment. The Contractor shall be paid based upon 'Exhibit A'. The cost per household per month is divided between the Contractor's cost for collection (Monthly Collection Fee – MCF) and for disposal (Monthly Disposal Fee – MDF).

7.2 Invoice Submitted by Contractor. Contractor shall submit an invoice to the City within ten (10) days of the close of each month during the term of this Agreement, which shall set forth the amount due. The City shall have the right to review each invoice to determine its accuracy and for the purpose of determining whether any amount should be withheld pursuant to the further terms of this Agreement. The Contractor shall provide any documents or information requested by the City in order to facilitate such review. Subject to the City's rights of review as set forth herein, and subject to all other provisions of this Agreement, the City shall pay each invoice within thirty (30) days of its receipt.

7.3 Modification to Rates. The Monthly Collection Fee and Monthly Disposal Fee shall be adjusted on the Annual Adjustment Date using the indices as published for the month of April. The adjustment shall be as provided below.

7.3.1 Two Component Collection Fee
The Monthly Collection Fee (MCF) will be adjusted in two parts. The MCF will be separated into a non-fuel based portion (MCFnonfuel) and a diesel fuel based portion (MCFfuel) based upon the following formula:

MCFnonfuel = Percentnonfuel x MCForig
MCFfuel = Percentfuel x MCForig

Where MCForig is the Monthly Collection Fee identified by the contractor on 'Exhibit A';
Percent non-fuel is the percentage of the non-fuel component of the Monthly Collection Fee as identified by the contractor on 'Exhibit A';
Percentfuel is the percentage of the fuel component of the Monthly Collection Fee as identified by the contractor on 'Exhibit A'.

7.3.2 Non-fuel Based Adjustment

The MCFnon-fuel portion shall be adjusted annually to reflect the contractor's proposed percentage of the annual change in the Consumer Price Index (CPI) (Midwest Region, all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

MCFnonfuel n = MCFnonfuel n-1 x (1 + Percentnon-fuel CPI x ((CPIn – CPIn-1)/CPIn-1)

where: MCFnonfuel n-1 is the MCFnonfuel for the immediately preceding Contract Year; CPIn is, for any Operating Year, CPI for the month of the proposal immediately preceding the Operating Year; CPIn-1 is, for any Operating Year, CPI for the month of the proposal immediately preceding the Operating Year that immediately precedes such Operating Year; n is the Operating Year;
Percentnon-fuel CPI is the percentage of CPI identified by the contractor on 'Exhibit A'.

7.3.3 Fuel Based Adjustment
The MCFfuel portion shall be adjusted annually to reflect one-hundred percent (100%) of the annual change in the benchmark price of diesel (Retail On-highway Diesel Prices – Average All Types, Midwest Region) as determined by the Energy Information Administration (EIA).

MCFfuel n = MCFfuel n-1 x (1 + PercentCPI fuel x ((DOEn – DOEn-1)/DOEn-1)

where: MCFfuel n-1 is the MCFfuel for the immediately preceding Contract Year;
DOEn is, for any Operating Year, the benchmark price of diesel for the week containing the 20th day of the month of the proposal immediately preceding the Operating Year;
DOEn-1 is, for any Operating Year, the benchmark price of diesel for the week containing the 20th day of the month of the proposal immediately preceding the Operating Year that immediately precedes such Operating Year;
n is the Operating Year;
Percentfuel CPI is the percentage of CPI identified by the contractor on 'Exhibit A'.

7.3.4 Monthly Disposal Fee
The Monthly Disposal Fee (MDF) will be adjusted based upon the percentage change in the MWA tipping fee charged to the Contractor at the MWA facility where the Contractor delivers the Solid Waste, it being understood that the aggregate increase in tipping fees is not absorbed by Contractor.

7.3.5 Annual Adjustment
The Monthly Household Fee (MHF) will be adjusted annually beginning on the Annual Adjustment Date of each Operating Year based upon the following formula:

MHFn = MCFnonfuel n + MCFfuel n + MDF

where: MHF is the Monthly Household Fee for the Contract Year;
MCFnonfuel n is the nonfuel component of the Monthly Household Fee;
MCFfuel n is the fuel component of the Monthly Household Fee;
MDF is disposal component of the Monthly Household Fee
n is the Operating Year.

The Monthly Household Fee may increase or decrease based upon the CPI and/or DOE benchmark price of diesel fuel as well as the change (if any) in the MWA tipping fees. For purposes of the Annual Adjustment, the Annual Adjustment Date will be July 1 of each year.

7.3.6 Separate Bulky Waste/Appliance Collection Charges
The cost to households for Bulky Waste collection will be $1 for an extra bag or box that does not fit in the cart and $5 for all Bulky Waste items that do not fit in the cart. Appliances will cost households $35 each. The City will sell Bulky Waste stickers to residents as follows:

- One extra bag or box sticker = $ 1.00
- Bulky Waste item sticker = $ 5.00

The extra bag must have a capacity no greater than thirty-five (35) gallons or equivalent size box. An appliance must have a total of seven (7) $5 Bulky Waste item stickers applied.

The City will retain issuance fees of $0.10 for each $1.00 sticker and $0.20 for each $5.00 sticker sold for the provision of the stickers and administration. Contractor will be paid the remaining sticker revenue received by the City on a quarterly basis to cover the cost to the Contractor for the collection and disposal of the Bulky Wastes and Appliances. Contractor will be paid based on the revenue as received by the City which may be prior to the actual service being used by households. Sticker fees and revenue to the Contractor will not be subject to adjustment and will remain the same throughout the Agreement term and any extensions.

7.3.7 Other Fee Surcharges
Unless negotiated separately with a household for extraordinary services, no fee surcharges shall be added to the Monthly Household Fee. This includes additional Environmental Surcharges or other adjustment factors.

7.4 Cart Fees. The Cart Exchange/Replacement Delivery Fee is as provided in 'Exhibit A'. This fee is not subject to the CPI adjustment.

7.5 Clean-up Event Fees. The cost for a Clean-up Event is provided 'Exhibit A'. The fees are subject to the CPI adjustment.

7.6 Additional Costs. The cost to provide collection service per hhd/month, collection cost for each Additional Cart/hhd/month, and Late set-out Return Service Fee are as provided in 'Exhibit A'. The return service fee is not subject to the CPI adjustment.

SECTION 8 - PERSONNEL AND SAFETY

The Contractor agrees that it will take all reasonable precaution to prevent damage, injury, or loss by reason of or related to its operations to any property along its Routes, and that the Contractor will establish and maintain safety equipment and procedures for protection of employees and visitors to its facilities consistent with industry standards, applicable laws or regulations and with normal operating practices. The collection vehicles and other equipment shall be equipped with all required safety equipment and warning stickers to comply with OSHA, ANSI and IDOT regulations. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority relating to safety of persons or property.

The Contractor shall ensure that qualified personnel are assigned to operate and maintain collection equipment at all times by providing training before start-up and formal on-the-job training of employees during operation. The Contractor will assure at all times that collection equipment operators and other staff are properly licensed to operate all applicable equipment and that all requirements per federal and state regulation are being strictly met.

SECTION 9 - REPORTING REQUIREMENTS

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the services provided in a manner consistent with standard industry practices, including any records that may be required by the State. All quantities of Solid Wastes and Bulky Wastes shall be reported in tons. These records shall be available upon the city's request and include but shall not be limited to:

- Route number
- Number of residences serviced on each route
- Number of residences receiving Special Service on the route
- Quantity of material delivered to which MWA facility;
- Daily tonnage amounts by route;
- Individual route tonnages for Clean-up Events;
- Total number of each size rolling carts on the route;
- Safety and accident reports;
- Regulatory inspections;
- Complaint log noting time, date, location, problem, time and date of both when notification was received and when it was resolved;
- Number of rejection notices;
- New cart distribution on each route;
- Replacement/repair/exchange carts distributed;
- Billing data by Residential Premise address (# of carts by size, Late Set-out Return Service Fees, and Cart Exchange/Replacement Delivery Fees)
- Date and addresses of non-compliant set outs and location of where education materials are placed

The Contractor shall maintain records on all carts distributed by address and size throughout the contract period. Such records shall be provided to any subsequent service provider at the end of the contract period.

SECTION 10 - LEGAL COMPLIANCE

10.1 General Compliance. In the conduct of the Services under this Agreement, the Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Contractor must qualify for and obtain any required licenses prior to commencement of work, and shall maintain in full force and effect any permits, licenses, and approvals required to provide the Services, including any environmental, building or zoning approvals necessary for its facilities or licensing of its vehicles.

10.2 Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Contractor 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.

SECTION 11 - INSURANCE AND INDEMNIFICATION

11.1 Insurance.

11.1.1 The Contractor shall procure and maintain at all times during the term of this Agreement, insurance of such types and amounts as may be necessary to protect the Contractor, the City, its agents, officers, and employees against all hazards or risks or loss as hereinafter specified. The insurance shall be provided by an insurance company(ies), "admitted" and "non-admitted" to do business in the State of Iowa, having no less than an A-VII Am Best rating. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of acceptance, it shall be the responsibility of the Contractor to maintain adequate coverage at all times during the contract term, in accordance with the terms of this Section. All insurance companies utilized under this Agreement must be authorized to do business in the State of Iowa. Failure of the Contractor to maintain coverage shall not relieve the Contractor of any contractual responsibility or obligation.

11.1.2 Satisfactory certificates of insurance shall be filed with the City prior to the Commencement date. The certificates shall state that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

11.1.3 The insurance shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater.

11.2 Worker's Compensation. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. The policy shall include an "all-states" endorsement. Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under this Agreement with the Contractor is not protected under the Worker's Compensation Statute. The contractor's policy shall be endorsed to provide a waiver of subrogation in favor of the city of Johnston. The liability limits shall not be less than:

Worker's Compensation Statutory Benefits Employer's Liability $500,000 Coverage B for each accident, each employee by disease and by disease policy limit

11.3 Vehicular Liability. This insurance shall be written in occurrence form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising from the use of licensed motor vehicles, whether owned, non-owned, or hired. Contractors general liability policy shall be endorsed to provide non waiver of governmental immunities under Iowa Code section 670.4 as it now exists and may be amended from time to time. The liability limits shall not be less than:

$1,000,000 combined single limit each accident

11.4 General Liability. This insurance shall be written on an occurrence form of policy and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any negligent act or omission of the Contractor or his agents, employees, or subcontractors. This policy shall specifically insure the contractual liability assumed by the Contractor under any lawsuits arising from the above actions or omissions. The City, its agents, officers, and employees will be named as additional insured. In addition, this policy shall include coverage for contractual independent contractors, broad form property damage, personal injury, underground explosion, collapse hazards, and coverage for punitive damage. Contractors general liability policy shall be endorsed to provide non waiver of governmental immunities under Iowa Code section 670.4 as it now exists and may be amended from time to time.

$1,000,000 each occurrence
$2,000,000 annual aggregate
$2,000,000 products and completed operations annual aggregate
$1,000,000 personal and advertising injury

11.5 Umbrella Liability. This insurance shall apply directly to excess of above liability coverage's.

$3,000,000 each occurrence
$3,000,000 annual aggregate

11.6 Indemnification. Contractor agrees to indemnify and hold harmless the City on a primary and non-contrbutory basis, its officers, agents, and employees from any and all claims, settlements, and judgments to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises in whole or in part, a breach of this Agreement, or any negligent acts or omissions or Contractors breach of performance or nonperformance of this Agreement, and those of its subcontractors or anyone for whom Contractor is legally liable.

SECTION 12 - CONTRACT PERFORMANCE

12.1 Notices. All notices, consents, approvals, communications and requests of or 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:	FOR CONTRACTOR:
Name: City of Johnston	Name: Waste Management of Iowa, Inc.
Title: City Administrator	Title: Sr. District Manager
Address: 6221 Merle Hay Road PO Box 410	Address: 201 SE 18th Street
City, State: Des Moines, IA 50131	City, State: Des Moines, IA 50317

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

12.3 Solicitation and Performance.

12.3.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or contingent fee.

12.3.2 The Contractor 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.

12.4 Performance Bond.

12.4.1 The Contractor shall deliver an approved performance guarantee for the faithful performance of the Agreement at the time this contract is executed. The performance guarantee shall be in the amount of $197,974. The performance guarantee shall be in the amount of the Contractor's Monthly Collection Fee (MCF) as adjusted annually times the number of Johnston households that receive service as adjusted annually times eight (8) months. The amount of the performance guarantee must be appropriately renewed on the Annual Adjustment Date.

12.4.2 The performance guarantee will be a corporate Surety bond executed for the term of this Agreement in a manner acceptable to the City. The Surety on any bond shall be a duly authorized corporate Surety company authorized to do business in the State of Iowa, and shall be subject to the approval of the City.

SECTION 13 - DEFAULT AND TERMINATION

13.1 Events of Default by Contractor. It shall be an Event of Default if Contractor:

13.1.1 Fails to collect all Solid Waste, Bulky Waste, and Special Collections placed out for collection as required by this Agreement;

13.1.2 Fails to deliver all Solid Waste, Bulky Waste, and Special Collections collected to the designated facilities as required by this Agreement;

13.1.3 Fails for any reason to comply with Insurance and/or Performance Bond requirements;

13.1.4 Assigns for the benefit of creditors of files or has filed a voluntary or involuntary petition by or against Contractor under any law for the purpose of adjudicating Contractor as bankrupt;

13.1.5 Fails to perform any other material obligation or comply with any material term of this Agreement.

13.2 City's Remedies on Contractor Default.

13.2.1 Upon the occurrence of an Event of Default, the City shall not exercise any of the remedies described below unless the City has given the Contractor written notice describing in reasonable detail the nature of the Event of Default and the Contractor has failed to cure the Event of Default within a period of five (5) days of receipt of such notice; provided, however, if the Event of Default is an Event of Default listed in Section 13.1, Contractor shall have 24 hours from receipt of notice of default to cure the Event of Default; or, if the Event of Default is one not listed in Section 13.1, Contractor shall have such reasonable time, not to exceed 30 days, to affect a cure.

13.2.2 Subject to the foregoing required notice and cure period, the City may take any or all of the following actions:

(1) Terminate this Agreement immediately without any obligation or liability to the Contractor, unless such Event of Default is cured within the cure period;

(2) Call upon the Contractor's Performance Surety for performance or payment and compensation in such amount as shall reasonably compensate the City for any and all loss, costs, and expenses incurred as a result of the Event of Default; or

(3) Take such action and exercise such rights as the city may have at law or in equity, including, without limitation, the right to seek injunctive relief and specific performance on the Contractor's obligations hereunder. All rights and remedies of the City shall be cumulative and the exercise of any right or remedy shall not be deemed a waiver, relinquishment, or abandonment of any other right or remedy.

13.3 Events of Default by the City. It shall be an Event of Default if the City:

13.3.1 Fails to make any payments due to the Contractor under this Agreement;

13.3.2 Fails to perform any other material obligation or comply with any material term of this Agreement.

13.4 Contractor's Remedies on City Default.

13.4.1 Upon the occurrence of an Event of Default, the Contractor shall not exercise any of the remedies described below unless the Contractor has given the City written notice describing in reasonable detail the nature of the Event of Default and the City has failed to cure the Event of Default within a period of five (5) days of receipt of said notice.

13.4.2 Subject to the foregoing required notice and cure period, the Contractor may:

(1) Terminate this Agreement upon ninety (90) days prior written notice to the City without any obligation or liability to the City, unless such Event of Default is cured within such ninety (90) day period;

(2) Take such action and exercise such rights as the Contractor may have at law or in equity including, without limitation, the right to seek injunctive relief and specific performance on the City's obligations hereunder. All rights and remedies of the Contractor shall be cumulative and the exercise of any right or remedy shall not be deemed a waiver, relinquishment, or abandonment of any other right or remedy.

13.5 Termination on Default. The proper exercise of the right of termination is in addition to, and not in substitution for, such other remedies whether damages or otherwise of the Party exercising the right of termination. When one Party terminates its obligations to the other Party in accordance with this Agreement, all of its rights, remedies, powers, and privileges are terminated, except as provided in Sections 13.7 and 13.8, and as may otherwise be specifically provided in this Agreement.

13.6 Damages and Enforcement. Upon the occurrence of an Event of Default, the Party in Default hereunder shall be liable to the non-defaulting Party for all loss, costs, and expenses incurred as a result of the Event of Default. The Party who is unsuccessful shall bear the costs of the Party who is successful in any legal proceeding enforcing any provision of this Agreement or in defending such action, including reasonable attorney's fees. The term 'successful' as used herein, shall mean the substantially prevailing party.

13.7 Survival of Certain Rights and Obligations. No termination of this Agreement limits or otherwise affects the rights and obligations of any Party that have accrued before the date of such termination.

13.8 Mitigation of Damages. The Parties recognize that their legal obligation to mitigate damages to the other Party in the Event of Default shall apply.

SECTION 14 - FORCE MAJEURE

14.1 Force Majeure.

14.1.1 Force Majeure means any of the following acts or events, and not others, which materially adversely affect the performance of the obligations of the City or the Contractor if such act or event is beyond the reasonable control, and not the result of willful or negligent action or a lack of due diligence of the Party relying upon:

(1) An act of God, fire, flood, or other casualty;

(2) A valid and enforceable order, judgment, or law of any federal, state, or local court, administrative agency or governmental body, specifically excluding OSHA, ANSI, IDOT or other health or safety-related enforcement actions; provided that the contesting in good faith or the failure in good faith to contest any such order, judgment, or law shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence, and

14.1.2 As soon as a Party becomes aware of a possible Force Majeure, such Party shall notify the other Party. In the event either Party by reason of a Force Majeure is rendered unable to perform its obligations, then upon said Party giving prompt telephone notice followed by written notice to the other Party after knowledge of the occurrence of said Force Majeure, said Party shall be excused from performing such obligations and have its time of performance delayed; provided, however, that, in no event, will a Force Majeure event affecting a Party excuse it from any obligation to make any payment for Services performed in accordance with this Agreement. Notwithstanding anything in this Section, should such delay exceed ninety

(90) days, the party not claiming the Force Majeure may, at its sole election, terminate this Agreement. A Force Majeure for which said notice has not been given shall be an unexcused delay. The effects of said Force Majeure shall be remedied with all reasonable dispatch, and said Party giving notice shall use best efforts to eliminate and mitigate the consequences thereof.

14.2 Action Taken During Force Majeure.

14.2.1 If a Force Majeure event occurs which prevents or interferes with the provision of Services, the City shall be obligated for payments to the Contractor only to the extent of Services performed.

14.2.2 The Contractor shall not be paid for Services not performed as a result of a Force Majeure. In the event that the Contractor is unable to perform the Collection Services as a result of a Force Majeure, the City may enter into service agreements with others or take whatever action the City deems appropriate to cause the provision of Collection Services during the period of the Force Majeure.

SECTION 15 - AGREEMENT INTERPRETATION

15.1 Agreement 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. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated Agreement and contains the entire Agreement of the Parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the Agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Polk County, Iowa.

15.2 Transferability of Agreement. No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume all liability and responsibility of the Contractor.

15.3 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.

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

15.5 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.

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

15.7 Delivery of Solid Waste. The Contractor agrees that during the term of this Agreement, all Solid Waste as defined by 455B.301 of Iowa Code, collected by Contractor within Metro Waste Authority's (MWA)'s Comprehensive Plan Service Area, will be delivered by Contractor to MWA's licensed facilities, including MWA Landfills or Transfer Station.

15.8 Nonwaiver. No failure, forbearance, neglect or delay by either party to enforce this Agreement or any provision of this Agreement or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, and shall not constitute or be interpreted as a waiver of any right to enforce this Agreement or any provision thereof in the future.

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.

For the Contractor

By: _____
Sr. District Manager

WITNESS/ATTEST:
By: _____

For the City

By: _____
Paula Dierenfeld, Mayor

By: _____

Exhibit 'A'
CONTRACTOR'S FEES ($/HHD/MONTH) BEGINNING JULY 1, 2013

MONTHLY COLLECTION FEE (MCF) ($/HHD/MONTH)

Collection Cost for Each Cart = $5.20

(including annual clean up event)

Percentage of MCF based upon non-fuel related items (Percent $_{nonfuel}$) = 82%

Percentage of MCF based upon fuel related items (Percent $_{fuel}$) = 18%

Benchmark price for diesel fuel (2/25/13 EIA/DOE average) = $4.159/gallon

MONTHLY DISPOSAL FEE (MDF) ($/HHD/MONTH)

48-Gallon Service/hhd/month(MDF – 48) = $2.49

96-Gallon Service/hhd/month (MDF – 96) = $2.81

LATE SET-OUT RETURN SERVICE FEE

= $25.00 per occurrence

(Note: Will only be charged if customer has been logged as "not-out" and calls next day for service)

CART EXCHANGE/REPLACEMENT DELIVERY FEE

The cost to deliver a cart or carts as an exchange or addition to an existing household, as a one-time cost per occurrence.

= $25.00/household

REPLACEMENT CART PRICE

Cost to provide replacement cart

$ 50.00 /48-gallon cart

$ 50.00 /96-gallon cart

Exhibit B

City Facilities Collected at No Charge

NOTE: Twice weekly collection must be at least 3 days apart. All currently serviced by a front loader unless noted otherwise.

<city> Facility	Address	Dumpster Size	Service Frequency
City Hall	6221 Merle Hay Road	1 – two yard for trash, 1 – two yard for recycling	1 x per week
Current Fire Station	6015 NW 62nd Avenue	1 – two yard for trash	1 x per week, will be out of service February 2014
Library	6700 Merle Hay Road	1 – three yard for trash, 1 – three yard for recycling	1 x per week
Public Works	6400 NW Beaver Drive	1 – six yard for trash, 1 – 2 yard for recycling	1 x per week
Crown Point	6300 Pioneer Parkway	1 – six yard for trash	1 x per week
Simpson Barn	6169 Northglenn Drive	1-four yard for trash	1 x per week
Parks	6400 NW Beaver Drive	1 – three yard for trash	1 x per week
Water Dept.	6400 NW Beaver Drive	1 – 2 yard for trash	1 x per week
Public Safety Building	6373 Merle Hay Road	1 – three yard for trash, 1 – two yard for recycling	1 x per week, to be placed in service February 2014
Fire Station #2	10225 NW 62nd Avenue	1 – two yard for trash	1 x per week

ITEM NO. 9E

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Monday, March 21, 2016

Johnston COMMUNITY DEVELOPMENT

SUBJECT: Consider the following items related to Coons Heights Plat 2, subdividing 1.49 acres into two single family residential lots (PZ Case 15-40).: • Resolution 16-25 approving Coons Heights Plat 2 Preliminary Plat and Final Plat • Resolution 16-26 accepting a Petition and Waiver for future NW Beaver Drive Improvements	**ACTION REQUIRED:** ___ Ordinance _x_ Resolution ___ Approval ___ Receive/File ___ Attorney Rvw A. Wolfe

SYNOPSIS:

The applicant, Art Coons, has submitted a Preliminary Plat and Final Plat to subdivide 1.49 acres at the NE corner of NW Beaver Drive and Forest Drive into two single family lots. The subject property is zoned R-1(100).

This item was previously considered at the February 2nd, 2016 City Council meeting where the item was tabled with the council urging the property owner and neighbors engage in mediation regarding minimum square footage of any structure built on plat 2 and any other issues that both parties mutually agree should be part of the mediation. Discussion of said motion acknowledged the time limitations for a governing body to review and approve subdivisions (60 days) as provided by Chapter 354.8 of the Code of Iowa.

In lieu of mediation, negotiations have occurred by and between each party's respective legal representative (see attached letter from Michele Brott of the Davis Brown Law Firm dated March 14, 2016 and response from attorney Benjamin Bruner dated March 15, 2016). Said negotiations attempt to resolve establishment of a minimum square footage, use of building materials, and parties to covenants. As of the writing of this staff report, negotiations are ongoing. The conditions noted in Mr. Bruner's March 15, 2016 email reflect changes to the covenants that were originally submitted with the plat. Staff recommends a condition of approval requiring said covenants be amended and submitted to staff prior to recordation of the final plat.

RECOMMENDATION:

The Planning & Zoning Commission considered this item on January 11, 2016. By a vote of 7 to 0, the commission recommends approval of the Preliminary and Final Plats for Coons Heights Plat 2 subject to the following conditions:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative

3P

	rule. 2. Submission of all Final Plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting. 3. Prior to Council approval of the Final Plat the applicant shall submit a petition and waiver for future NW Beaver Drive improvements. 4. Lots 1 and 2 are required to connect to sanitary sewer, the timing and installation of which is detailed on the plat.
5a has been addressed by the applicant. *5b has been updated to reflect latest review by Foth* *6 has been added to address negotiated covenants*	5. **The Preliminary Plat shall be amended to address the following items:** ~~a. Indicate the location and size of existing sanitary sewer on NW Beaver Drive and means/method of connecting to such.~~ b. Address all outstanding comments provided by Foth Infrastructure & Engineering, LLC. in their letter dated ~~January 8, 2016~~ January 27, 2016. 6. **Amended covenants shall be executed and submitted to city staff prior to recordation of the final plat.**

Attachments:

- Resolutions 16-25 and 16-26
- Vicinity Map
- Preliminary Plat, Prepared by Associated Engineering Company, dated December 28, 2015
- Final Plat, prepared by Associated Engineering Company., dated December 28, 2015
- Proposed Covenants
- BOA Resolution 88-6
- Ordinance requirements for accessory building setbacks applicable in 1988
- City Staff Comments, dated December 22nd, 2015
- Comments by Foth Infrastructure & Environment, LLC dated January 27, 2016
- Petition and Waiver
- January 11, 2016 Planning and Zoning Commission Meeting Minutes
- Neighbor Mailing Notice and Mailing List
- Neighbor Comments
- Letter from Michelle Brott, Davis Brown Law Firm
- Letter from Benjamin Bruner, Dickinson Law Firm
- Gray v. Osborn, 739 N.W.2d 855, 860 (Iowa 2007) and Middle Road Developers v. Windmiller Design & Develop., 746 N.W.2d 279, 2008 WL 141658, at *3 (Iowa Ct. App. 2008)
- Email from Laden and Pearson Law Firm dated January 27, 2016
- Letter from Michele Brott dated March 14, 2016;
- Email from Benjamin Bruner dated March 15, 2016

RESOLUTION 16-25

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLATS FOR COONS HEIGHTS PLAT 2

WHEREAS, the Planning & Zoning Commission has reviewed this request during its regular meeting on January 11th, 2016, and recommended approval of PZ Case No. 15-40, and

WHEREAS, the Preliminary and Final Plats meet the conditions recommended by the Planning & Zoning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the Preliminary Plat for Coons Heights Plat 2 is hereby approved subject to amendments necessary to address items 1-7 from the review letter provided by Forth Infrastructure and Environment, LLC dated January 27, 2016; and,

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that, the Final Plat for Coons Heights Plat 2 in the City of Johnston, is hereby approved subject to the following conditions and recordation of the following documents:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. Lots 1 and 2 are required to connect to sanitary sewer, the timing and installation of which is detailed on the plat.
3. Amended covenants shall be executed and submitted to city staff prior to recordation of the final plat.
4. The following documents are to be recorded with the Final Plat:
    a. Attorney's Title Opinion
    b. Polk County Treasurer's Tax Certificate
    c. Owner(s) Consent to Plat
    d. Easement for septic laterals
    e. Private sanitary sewer easement
    f. Petition and Waiver for Future Improvements to NW Beaver Drive
    g. Covenants

PASSED AND APPROVED this 21st day of March, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

ROLL CALL VOTE:	Aye	Nay	Absent	Abstain
Brown	___	___	___	___
Clabaugh	___	___	___	___
Cope	___	___	___	___
Lindeman	___	___	___	___
Temple	___	___	___	___

RESOLUTION 16-26

A RESOLUTION ACCEPTING A PETITION AND WAIVER FOR FUTURE IMPROVEMENTS TO NW BEAVER DRIVE

WHEREAS, on January 11th, 2016 the Johnston Planning and Zoning Commission recommended approval of the final plat for Coons Heights Plat 2 subject to applicant submittal of a petition and waiver for future NW Beaver Drive improvements; and,

WHEREAS, Ordinance 180.42.5.B of the City of Johnston Code of Ordinances allows for the property owner to submit a petition and waiver in lieu of immediate road improvements; and,

WHEREAS, the applicant has submitted such a petition and waiver that has been reviewed by city staff and found to be satisfactory; and

WHEREAS, the Petition and Waiver has been duly executed by the owners of property agreeing thereby to be assessed for the full cost of street improvements, the same being attached hereto; and

WHEREAS, upon investigation it is found that the holders of all liens and encumbrances against said benefited property to be assessed pursuant to said Petition and Waiver have executed and agreed to and have subordinated their liens to the provisions of the same; and

WHEREAS, the following action is deemed appropriate.

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

The aforesaid Petition and Waiver attached hereto is hereby approved and accepted for and on behalf of this City.

PASSED AND APPROVED this 21st day of March, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

ROLL CALL VOTE:	Aye	Nay	Absent	Abstain
Brown	___	___	___	___
Clabaugh	___	___	___	___
Cope	___	___	___	___
Lindeman	___	___	___	___
Temple	___	___	___	___

APPLICANT/OWNER:	Art Coons 6921 NW Beaver Drive Johnston, IA, 50131
REPRESENTATIVES:	Associated Engineering Company 2917 MLK JR Parkway Des Moines, IA, 50310
BACKGROUND & PRIOR APPROVALS:	The property was platted as Lot 1 in Coons Heights Plat 1 in 1987. There is currently a single family home and detached garage on what would become Lot 1 of the new plat. New Lot 2 is being platted for future construction of a new home. Mr. Coons was granted a variance from the Board of Adjustment on July 6, 1988 approving the location of the garage in the side yard (Resolution regarding BOA Case No. 88-6 attached). Subsequent to approval of Coons Heights Plat 1, the final plat for The Forest was approved by Resolution 88-90 on September 8, 1988. Said platting action turned Mr. Coons' property into a corner lot. As a corner lot, Mr. Coons' property was thereafter subject to the increased encumbrances associated with such (i.e. imposition of greater setback requirements and limitation on where structures and fencing can be placed on the lot). On June 24, 2014 the City of Johnston issued a building permit to Art Coons for a 1,376 square foot (32' x 43') accessory structure proposed to be located in the rear of his property at 6921 NW Beaver Drive. On July 3, 2014, a consortium of neighboring property owners filed an appeal with the city and also filed a Petition for Certiorari seeking Temporary and Permanent Injunctive Relief to prevent the construction of the proposed accessory building. On July 16, 2014 the aggrieved parties withdrew their Petition for Certiorari pending outcome of an appeal to the Board of Adjustment of the Zoning Administrator's decision to issue a building permit. Also on July 16, 2014, the City issued a letter to Mr. Coons noting the building permit had been temporarily revoked pending the outcome of a hearing before the Board of Adjustment. A public hearing was conducted on August 21, 2014. Following the hearing, the Board by a vote of 3-2, voted to repeal the decision of the Zoning Administrator. In their findings, the Board repealed the issuance of a building permit noting the architecture of the proposed accessory building was not common to the area. After the vote, staff noted Chapter 166.16(6) required the concurring vote of four members of the Board to reverse a decision of the Zoning Administrator; therefore, the motion

failed. Counsel for the aggrieved parties then requested the item be reconsidered before the full Board since two members were absent.

On September 3, 2014 The Board of Adjustment voted to repeal the decision of the Zoning Administrator by a vote of 6 to 1.
On September 15, 2014, the City Council reviewed the Board's action based upon Chapter 166.16(6) and approved a motion to partially remand the decision back to the Board for further study.

On October 16, 2014, the Board of Adjustment considered a remand of their September 3rd, 2014 decision with direction from the City Council to reconsider findings related to the rear yard setback for the accessory structure. The Board of Adjustment voted on a motion to modify Finding #5 of the September 3rd Resolution to read that the permitted accessory structure does not meet the required setbacks and that the platted setback supersedes the setbacks described in Chapter 166.23. The resulting vote on the motion was three in favor and three against, with one member absent. As a tie vote, the motion did not carry. Counsel for the aggrieved parties requested the case be heard by a full board.

On November 20, 2014 the Board of Adjustment re-considered the council remand of their September 3rd, 2014 decision. The board voted to modify their earlier decision by finding that the permitted accessory structure did not meet the required setbacks and that the platted setback supersedes the setbacks described in Chapter 166.23."

On March 23, 2015, the applicant submitted a building permit for a 1,376 square foot accessory structure. On April 1, 2015, this application was denied due to lack of sufficient information. In subsequent discussion with the applicant indicated that the proposed building materials would not be the same or comparable building materials as the primary residential dwelling. Staff advised the applicant that further review of the building permit could not be completed until either the building materials were modified or a special exception was granted by the Board of Adjustment. A special exception application was filed on April 10, 2015.

On June 2, 2015 The Board of Adjustment considered a Special Exception Request for Accessory Structure Building Materials, for a structure greater than 720 square feet in area with a material that is not consistent with the primary residential structure but is consistent with the color scheme. The special exception was approved by a vote of 6 to 0 with one member absent.

ZONING & BULK REQUIREMENTS:

This site is zoned R-1(100), Single Family Residential, with the following bulk requirements:

Minimum Lot Area = 15,000 square feet
Minimum Lot width = 100 feet

Front Yard Setback = 40 feet
Rear Yard Setback = 40 feet
Side Yard Setback = 10 feet/21 feet total

The current plat indicates a 35' rear yard setback along the north property line. This platting action would supersede said setback in favor of a 10' side yard setback on newly-created lot 2.

Attorney Michelle Brott of the Davis Brown Law Firm represents unspecified residents within the adjacent subdivision, The Forest. Ms. Brott submitted a letter to the City dated January 8, 2016 (via Laden and Pearson) wherein she asserts the Coons property cannot be subdivided as proposed because it lacks the aforementioned 35' setback adjacent to the north property. Ms. Brott argues said setback should carryover on the proposed plat and cites various legal cases in her assertion {Gray v. Osborn, 739 N.W.2d 855, 860 (Iowa 2007) and Middle Road Developers v. Windmiller Design & Develop., 746 N.W.2d 279, 2008 WL 141658, at *3 (Iowa Ct. App. 2008) [see attached]}.

Staff has consulted with the City Attorney on the applicability of the above-listed cases. Tim Pearson of the Laden and Pearson Law Firm offers his opinion on the matter in the attached letter, stating the cases apply to easements and NOT setbacks (see attached email dated January 27, 2016).

As the Council knows, setbacks and easements differ greatly and the words cannot be used interchangeably. Chapter 165 of the Code of Ordinances defines the terms thusly: "Easement" means a granted right by a land owner to a person, government agency, or public utility company to use land owned by another for a specific purpose. "Building Setback Line" means the extreme overall dimensions of a lot beyond which buildings and structures are not allowed.....A lot may have multiple building setback lines for primary structures, accessory structures, decks, etc.

Typically structures cannot be built within either an easement or within a given 'setback'. However, while an easement must be 'vacated' or otherwise released to be terminated, a setback can and does change as the dimensions of a property change through subdivision, or when the applicable bulk regulations for a property change (e.g. the zoning changes, bringing new or different setbacks). Therefore, easements typically do carryover from one platting action to another (if not vacated), whereas setbacks are not constant and DO NOT carryover from one plat to another.

The existing home shown on new lot 1 is accompanied by a detached accessory structure constructed 2.04' from the property line with eaves extending over said property line. A letter provided by four residents of

The Forest subdivision submitted December 15, 2015 suggests the property cannot be subdivided citing Chapter 166.03 of the City Code of Ordinances:

<u>166.03 COMPLIANCE REQUIRED</u>. Except as hereinafter specified, no building or structure shall be erected, converted, enlarged, reconstructed, or structurally altered, nor shall any building or land be used or site improved, or land subdivided, which does not comply with or maintained in accordance with all of the district regulations established by this ordinance for the district in which the building or land is located.

Staff has examined the issue, and notes the following:

Mr. Coons was granted a variance from the Board of Adjustment on July 6, 1988 approving the location of the garage in the side yard (Resolution regarding BOA Case No. 88-6 attached). The variance supersedes the district setback requirements for the property. Neither the variance, nor the City Code at the time, addressed maximum roof overhang. Based upon this action the Board of Adjustment, and the lack of regulations at the time regarding roof overhang, would allow the garage to be considered a conforming structure.

Should the structure be deemed non-conforming for some reason, the applicable setback requirement for detached accessory structures at the time Mr. Coons's garage was 2' (see attached ord language). Ordinance requirements have changed since construction, making Mr. Coons' garage a lawful-nonconforming structure. The code language sited at chapter 166.03 is excepted by language **"hereinafter specified"** in Chapter 166.12 of the code of ordinances. Said code section allows continuance of a lawful non-conforming use provided it is not altered in a way which increases its nonconformity. Continued use of property implies all rights of an otherwise conforming property, including the ability to subdivide. The proposed subdivision of property does not increase a nonconformity as it will not place the garage any closer to the property line than its current position. Chapter 166.12 is included as an attachment.

BUFFERS:	All adjacent properties are zoned R-1(100); as such no buffers are required for this project.
FLOODPLAIN:	The site is not located within the 100-year floodplain.
PETITION AND WAIVER:	The city requires the property owner of a project to improve adjacent roadways to collector street standards. Ordinance 180.42.5.B of the City

of Johnston Code of Ordinances allows for the submittal of a petition and waiver in lieu of immediate road improvements. The adjacent street that would be impacted by this ordinance is NW Beaver Drive. Currently there are no plans to improve NW Beaver Drive, but NW Beaver Drive is considered a minor arterial road in the Johnston 2030 Comprehensive Plan and the plan indicates that traffic volumes are forecasted to increase. An increase in traffic may make it necessary in the future to improve NW Beaver Drive to keep up with demand.

COVENANTS:

A letter written on behalf of four property owners in adjacent subdivision, "The Forest" urges the city require the new lot be held to the same covenants as properties within said subdivision. The letter references chapter 180.39 of City Code as authority of the city to mandate adherence to covenants:

Chapter 180.39 of the Code of Ordinances does provide the council with "…..the right to agree with the subdivider regarding the type and character of development that will be permitted in the subdivision, and may require that certain minimum regulations regarding this matter be incorporated in deed restrictions. Such regulations shall be intended to protect the character and value of the surrounding development and shall also tend to secure the most appropriate development of the property being subdivided.".

The city controls character of development through use of zoning regulations and allows private property owners to voluntarily exercise tighter land use controls through exercise of covenants. Ultimately, covenants are enforced by private property owners through the civil court system. It has not been practice to require execution of covenants affecting character of development for the above-listed reasons.

The property owner initially chose not to create covenants affecting the newly created lots; however, after the Planning Commission meeting the applicant has developed covenants addressing minimum dwelling size (1,500 s.f.) and type (see attached).

UTILITIES:

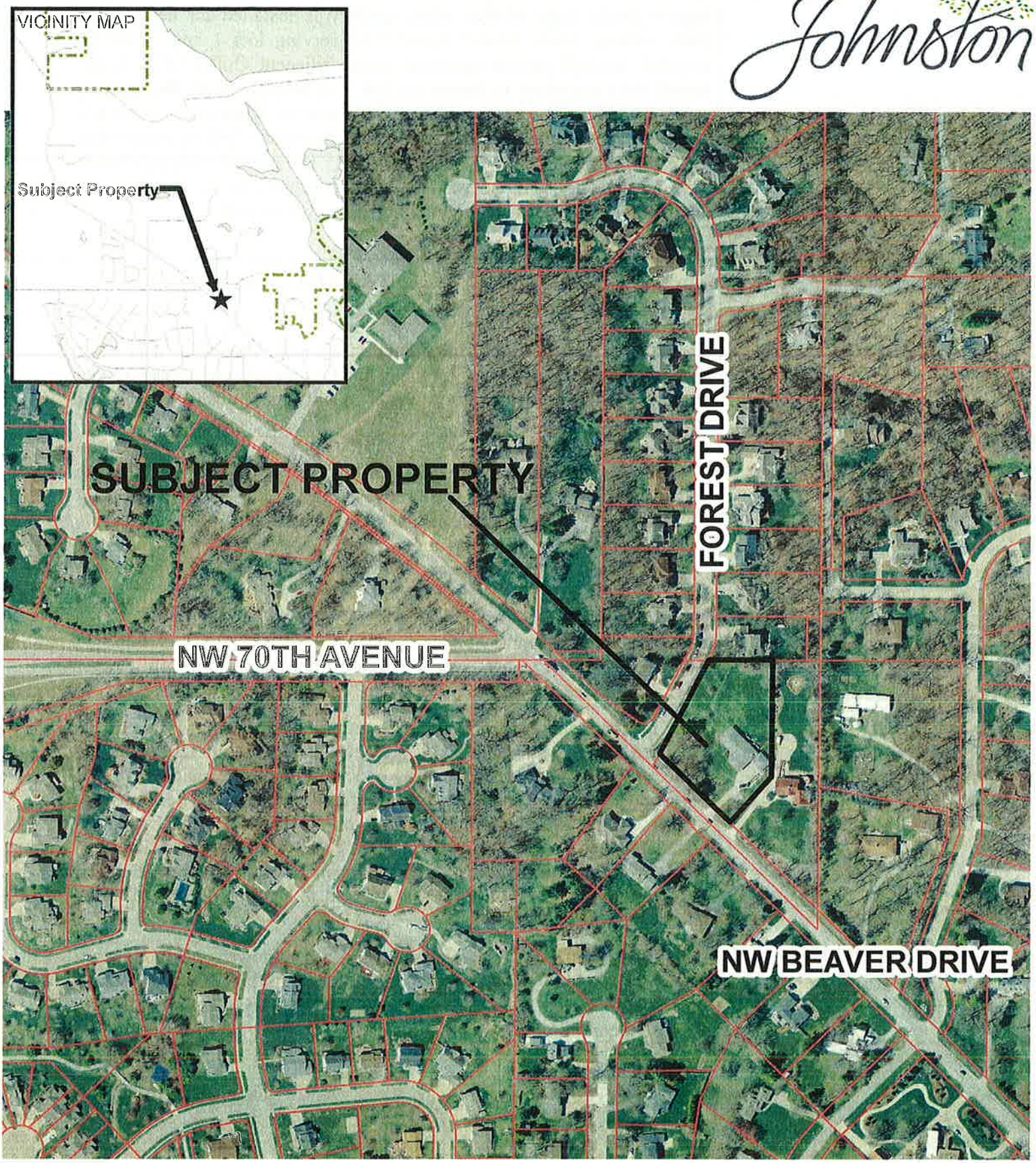
Water: The existing home on new lot 1 is served by connection to existing public water main. New lot 2 will be served by connection to the existing 8" public water main within the Forest Drive Right-of-Way.

Sanitary Sewer: The existing home on new lot 1 is served by septic and is not required to hook up to sanitary sewer until such time said septic system fails; however, the plat contains a note indicating the home will connect to the 12" sanitary sewer force main located within the NW

	Beaver Drive Right-of-Way when sanitary is installed for new Lot 2. Both sanitary sewer service connections serving lots 1 and 2 will be installed through private easement across adjacent Outlot 'X'. A 40' lateral field easement is shown on Lot 2 to accommodate the existing septic laterals until such time they are abandoned. When one or both lots connect to the sanitary sewer, each respective owner will be responsible for paying a sanitary sewer connection fee. The property has previously been assessed for NW Beaver Drive sewer improvements; therefore, no additional assessments are required of the newly created lot.
PLAT SUMMARY:	Lots: 2 Lots Area: 1.09 Acres Lot 1, 0.40 Acres Lot 2 Other Area Dedicated: N/A
DRAINAGE:	This plat is considered a Minor Subdivision and, consistent with other minor subdivisions approved by the council, is therefore exempt from the requirements to provide storm water quality and quantity treatment measures.
FINAL DOCUMENTATION:	The legal documents listed below must be received by City staff and the City attorney for review at least six (6) working days prior to the City Council meeting that the item will be taken up at: 1. Attorney's Title Opinion 2. Polk County Treasurer's Tax Certificate 3. Owner(s) Consent to Plat 4. Easement for septic laterals 5. Private sanitary sewer easement 6. Petition and Waiver for Future Improvements to NW Beaver Drive
NEIGHBOR COMMENTS:	Prior to the Planning and Zoning Commission meeting a notice of the proposed action was mailed to all property owners within 320 feet of the subject property. A letter addressing concerns from four residents of The Forest subdivision is included in the packet for review. A second letter received from Attorney Michele Brott of the Davis Brown Law Firm (dated January 8, 2016) is also attached. Finally, a communication from Attorney Benjamin Bruner of the Dickinson Law firm representing Art Coons (dated January 11, 2016) is attached to serve as a rebuttal to the letter from
CONSULTANT COMMENTS:	Foth Infrastructure & Environment, LLC has reviewed the Preliminary Plat and Final Plat and have provided comments in their January 27, 2016 letter. Unresolved issues from said review have been incorporated into suggested conditions for approval.

PZ CASE 15-40
COONS HEIGHTS PLAT 2 PRELIMINARY & FINAL PLATS

Johnston



N
W E
S

0 1,400 2,800 5,600 8,400 11,200 Feet

1 inch = 290 feet

Created by City of Johnston Department of Community Development

6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

H:\Community Development\P&Z\2015 PZ\PZ 15-40; Coons Heights Plat 2\aerial vicinity PZ 15-40.mxd

Return to:
Benjamin D. Bruner
Dickinson, Mackaman, Tyler & Hagen, P.C.
699 Walnut Street, Suite 1600
Des Moines, IA 50309

(space above line for recording purposes)

RESTRICTIVE COVENANT
REGARDING BUILDING TYPE AND SIZE

This Covenant Regarding Building Type and Size (the "Covenant") is made, granted and otherwise entered into by ART COONS and SUSAN COONS, husband and wife, (hereinafter collectively referred to as "Coons");

WITNESSETH:

THAT WHEREAS, the Coons are the owners of 100% of the fee interest in and to the following described real property located in Polk County, Iowa, to wit:

> **Lot Two (2) COONS HEIGHTS PLAT 2, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa**

(hereinafter referred to as the "Property"); and

WHEREAS, Coons has agreed upon certain limitations concerning the type and size of the building that may be constructed on the Property;

NOW THEREFORE, for and in consideration of the Covenant contained herein and for other good and valuable consideration Coons agrees:

1. **Covenant on Building Type and Size**. In order to preserve the setting and beauty of the property contained in the Coons Heights Plat 2 subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the same, and to promote the value

of the same, the Property and any and all improvements located therein or thereon shall be subject to the restrictions set forth in this section. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this section.

a. Minimum House Size. No building shall be constructed or permitted to remain upon the Property unless it meets the following floor area requirements. Buildings must have a total area of not less than 1,500 square feet which shall include some portion of living space on the ground floor.

b. Development Approval. Prior to any construction activities owners or builders of the Property must provide the owner of "Lot One (1) COONS HEIGHTS PLAT 2, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa" (hereinafter referred to as "Lot One Owner") the building plans and a list of materials for all exterior construction, including decking materials. The commencement of any construction activities and ultimate construction of improvements on the Property is subject to the approval of said plans and materials (including color of materials) by Lot One Owner at his sole discretion.

2. **Application**. This Covenant is made for the benefit of Lot One Owner as the owner(s) of "Lot One (1) COONS HEIGHTS PLAT 2, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa", which is adjacent to the Property, and is enforceable by only Lot One Owner or their successors, or assigns as owners of said property adjacent to the Property.

3. **Commencement Date**. This Covenant shall be effective as of _____ and be governed by Iowa Code Section 614.24.

4. **Covenant to Run With Land.** This Covenant shall run with the land known as the Property and shall be binding upon the current owners, heirs, successors, assigns, subsequent purchasers or subsequent title holders of the Property. The Covenant shall apply only to and benefit the Lot One Owner, and their heirs, successors, assigns, subsequent purchasers or subsequent title holder. Any other title holder of real property, regardless of whether they own

property adjacent to or nearby the Property, shall have no rights to enforce this Covenant and are not intended beneficiaries hereof.

5. **Remedies for Violation of Covenant**. Lot One Owner shall have the right to sue for and obtain a preliminary and/or permanent injunction and/or restraining order to prevent the breach of or alleged breach of, or to enforce the observance of, the Covenant and/or other provisions of this agreement, and Lot One Owner shall have the right to obtain such relief without oral or written notice to the party in alleged violation of the restrictive covenants and/or other provisions of this agreement and without having to post a bond for such relief. In addition, Lot One Owner shall have the right to bring an ordinary legal action for damages or any additional action available either at law or in equity, and the owner of the Property agrees to waive any defense that this agreement is not valid or not validly entered. Lot One Owner shall be entitled to recover its damages incurred from any breach of the restrictive covenants and/or other provisions of this agreement, including his attorneys' fees, costs and expenses incurred in enforcing the covenants and/or other provisions of this agreement.

6. **Iowa Law Controls; Choice of Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and any action relating to the covenant and/or other provisions of this Agreement shall be brought in the Iowa District Court in and for Polk County.

7. **Binding Effect**. If any property that is contemplated by this Covenant and agreement is acquired by deed in lieu of foreclosure or sold under the foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or any judicial sale, any purchaser at such sale, his, her or its grantees, heirs, personal representatives,

successors or assigns shall hold any and all property so purchased or acquired subject to all of this covenant and other provisions set forth in this agreement.

8. **Invalidation**. Any invalidation of this covenant and/or other provisions in this agreement by judgment or court order shall in no way affect any of the other restrictive covenants and/or provisions, which shall remain in full force and effect.

9. **Captions**. The captions of this Covenant and agreement are for convenience only and are not a part of this Covenant and agreement and do not in any way limit or amplify the terms and provisions of this Covenant and agreement and shall have no effect on its interpretation.

IN WITNESS WHEREOF, the undersigned has executed this Covenant, as of the day and year first above written.

Art Coons

Susan Coons

STATE OF IOWA, COUNTY OF POLK, ss

On this 22nd day of January, 2016, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Art Coons, to me known to be the identical person named in and who executed the same as his voluntary act and deed.

ANN MARIE WANDERS
Commission Number 787312
My Commission Expires
December 3, 2017

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss

On this 22nd day of January, 2016, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Susan Coons, to me known to be the identical person named in and who executed the same as his voluntary act and deed.

ANN MARIE WANDERS
Commission Number 787312
My Commission Expires
December 3, 2017

Notary Public in and for the State of Iowa

CITY OF JOHNSTON

Date: 5/31/88

APPEAL FROM DECISION OF ZONING ADMINISTRATOR
OR
REQUEST FOR VARIANCE IN ZONING REGULATIONS

CHECK ONE BELOW:

____ AN APPEAL FROM THE DECISION OF THE ZONING ADMINISTRATOR

_x_ A REQUEST FOR A VARIANCE IN ZONING REGULATIONS

IS HEREBY REQUESTED BY:

Art R. Coons
(NAME/FIRM/CORPORATION)

6921 NW Beaver Drive (ADDRESS) 276-6072 (PHONE NO.)

FOR PROPERTY LOCATED AT: 6921 BEAVER

LEGALLY DESCRIBED AS: COONS HGHTS LOT 1

APPEAL/VARIANCE SOUGHT: FOR CONST. OF DETACHED GARAGE WITH IN SIDE YARD. GARAGE TO BE 24'X26'

REASON(S) FOR APPEAL/VARIANCE: 1. TO SHARE A COMMON APPROACH AND DRIVE WITH EXISTING GARAGE. 2. LACK OF ACCESS FROM DRIVEWAY DUE TO INCLINE TO REAR YARD. 3. TO RELOCATE GARAGE WOULD REQUIRE APPROX. 200' OF NEW DRIVE.

Signature of Appellant: Art Coons

* * * * * * * * * * * * *

Date Received: 5/31/88

Fee Paid: $25.00 Receipt No.: 9277

Reviewed: Municipal Inspector _____ Date: _____

Zoning Administrator _____ Date: _____

ASSIGNED AS DOCKET NO. 88-6

FILED: 5/31/88

FORM NO. BOA-2

BOARD OF ADJUSTMENT
Regular Meeting #88-5
Wednesday, July 6, 1988

STAFF COMMENTS

BOA Docket #88-6: Art Coons
6921 NW Beaver Drive
Variance to construct a detached garage in the side yard.

The variance being sought is to build a detached garage in the side yard in lieu of in the rear yard (as shown on the attached drawing). Staff would recommend that a condition be placed upon the variance (if granted) that the principal building be completed and a final occupany certificate issued before the permit can be issued for the accessory structure. City ordinance now maintains that a principal structure must exist before any accessory structure on any lot of record.

BOA Docket #88-7: Doug Sires
6973 Coburn Lane
Variance to construct an accessory building in other than the rear yard.

The variance being sought is to build an accessory building partially in the side yard as shown in the drawing. The principal building is not set on the lot parallel to the front lot lines. Therefore, the rear was thought, by the owner, to be behind a line that ran parallel to the rear line of the principal building in lieu of the ordinance requirement for establishing the rear yard of the lot which is: at the mid point of the front lot line and at the mid point of the rear lot line there needs to be a core line drawn between these two points from this core line at a ninty degree angle is a horizontal line that extends to the side lot lines at the furthest point of the principal building toward the rear lot line. Everything then between the principal building and the rear lot line is the rear yard. Because of the topo and large trees and the septic system as shown, staff would recommend approval.

JOHNSTON BOARD OF ADJUSTMENT

IN RE: THE MATTER OF	(	ART COONS
	)	
BOA CASE NO. 88-6	(	6921 NW BEAVER DRIVE

Now on this 6th day of July, 1988, the Board of Adjustment convened in open public session at 7:30 p.m. The appellant was represented by Art Coons of 6921 NW Beaver Drive. The City was represented by Ray Briggs, Community Services Director. The Board was present by Wagner, Britson, Hansen, Soldat, Lehman, and Winter constituting a quorum. Johnson was absent.

FINDINGS OF FACT

1. That Art Coons is the owner and has requested a variance for construction of an accessory building within a side yard in lieu of the rear yard.

2. That the variance sought is in an R-1 Zoning District.

3. That the rear yard is encumbered by septic field, preventing a detached garage from being built there.

4. That the rear yard topography constitutes a hardship for construction of an accessory building.

CONCLUSIONS AND DECISION

Under the provisions of Chapter 17.16 of the Johnston Municipal Code and Chapter 414 of the Code of Iowa, the Board, by a vote of 5 to 0 with 1 Pass reaches the following "conclusions" and makes the following decision:

1. The Board has the power under Section 17.16.020 of the Johnston Municipal Code to consider this variance.

2. That Art Coons demonstrated hardship due to encumbrances by the septic field, the topography, and the irregular lot shape, in the rear yard.

Based upon the above "conclusions" the Board decides to grant the variance with the stipulation that Final Occupancy Certificate be issued before issuance of building permit for accessory structure. It is also the Board's duty to advise the appellant that Section 17.16.030 of the Johnston Zoning Regulations allows any person aggrieved by any decision of the Board to present within thirty (30) days a duly verified petition to a court of law specifying grounds as to why he or she thinks the Board's decision illegal from the date of filing in the office of the Board. The date of filing is 7/11/88 or before.

ATTEST:

Ray Briggs
COMMUNITY SERVICES DIRECTOR

Walter P. Hansen
CHAIRPERSON, BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT
NOTICE OF HEARING

Johnston
CITY OF JOHNSTON

NOTICE IS HEREBY GIVEN THAT AN APPEAL/REQUEST HAS BEEN FILED WITH THE JOHNSTON BOARD OF ADJUSTMENT BY

Art R. Coons
(NAME)

6921 NW Beaver Drive
(PROPERTY LOCATION)

THIS APPEAL/REQUEST HAS BEEN ASSIGNED AS DOCKET NO. 88-6

SUBJECT OF APPEAL/REQUEST: For construction of detached garage in side yard. Garage to be 24' x 26'. Will share common approach and drive with existing garage,

A PUBLIC HEARING ON THIS DOCKET WILL BE HELD AT 7:30 P.M. ON July 6, 19 88, AT JOHNSTON CITY HALL, 6221 MERLE HAY ROAD, JOHNSTON, IOWA.

ANYONE WISHING TO COMMENT ON THIS APPEAL/REQUEST SHOULD ATTEND THIS HEARING OR SUBMIT WRITTEN COMMENT TO THE ZONING ADMINISTATOR IN CARE OF JOHNSTON CITY HALL.

BY ORDER OF
JOHNSTON BOARD OF ADJUSTMENT

NOTICE PREPARED: 6/13/88
PROVIDED APPELLANT: 6/15/88
MAILED TO SURROUNDING OWNERS: 6/15/88
POSTED: 6/15/88
PUBLISHED: 6/15/88
FILED: 5/31/88

PROPERTY OWNER	LEGAL DESCRIPTION
Arther & Susan Coons 6921 Beaver Drive Johnston, IA 50131	Lot 1, Coons Heights
SURROUNDING PROPERTY OWNERS	
R & R Development Rural Route 1 Johnston, IA 50131	N 640F S 660F Lt 11 OP E 1/2 SW 1/4 and SW 1/4 SW 1/4 Sec 31-80-24
Eugene & Thelma Long 7005 NW Beaver Drive Johnston, IA 50131	Ex N 427F and Ex S 20F E 1/2 Lt 7 OP E 1/2 SW 1/4 and SW 1/4 SW 1/4 Sec 31-80-24
Marjean J. Wegner 7019 NW Beaver Drive Johnston, IA 50131	Ex N 427F & Ex S 20F W 1/2 Lt 7 OP E 1/2 SW 1/4 & SW 1/4 SW 1/4 Sec 31-80-24
Polk County Tax Sale 5895 NE 14th Street Des Moines, IA 50313	S 20F lyg E of Hwy Lt 7 OP E 1/2 SW 1/4 & SW 1/4 SW 1/4 Sec 31-80-24
R & R Development	S 20F Lt 11 OP E 1/2 SW 1/4 & SW 1/4 SW 1/4 Sec 31-80-24
Robert & Elizabeth Wych 5220 NW 70th Place Johnston, IA 50131	Lt 20, Wildernest
Benson & Marilyn Ashmead 6885 NW Beaver Drive Johnston, IA 50131	Lt 3, Coburn Heights
Russel & Jeanne Gerke 6915 NW Beaver Drive Johnston, IA 50131	Lt 4, Coburn Heights
Brad Mock & Pat Martin 6980 NW Beaver Drive Johnston, IA 50131	Ex Tri Pc In NW Cor Lt 5, Coburn Heights
Charles & Betty Ann Iler 6960 NW Beaver Drive Johnston, IA 50131	Lot 6, Coburn Heights Lot 7, Coburn Heights
Robert Soldat 6940 NW Beaver Drive Johnston, IA 50131	Lot 8, Coburn Heights Lot 9, Coburn Heights
Billy & Jeanette Brown 6910 NW Beaver Drive Johnston, IA 50131	Lot 10, Coburn Heights
Jack & Mary Davis 5425 NW 60th Avenue Johnston, IA 50131	Lot 2, Coons Heights
R & R Development	Ex Beg NE Cor then S 605.88F NW 523.32F NW 275.25F to Pt on N Ln Thn E 250F to POI Lt 8 OP NE ¼ NW½ Less .259 A RD Sec 6-79-24

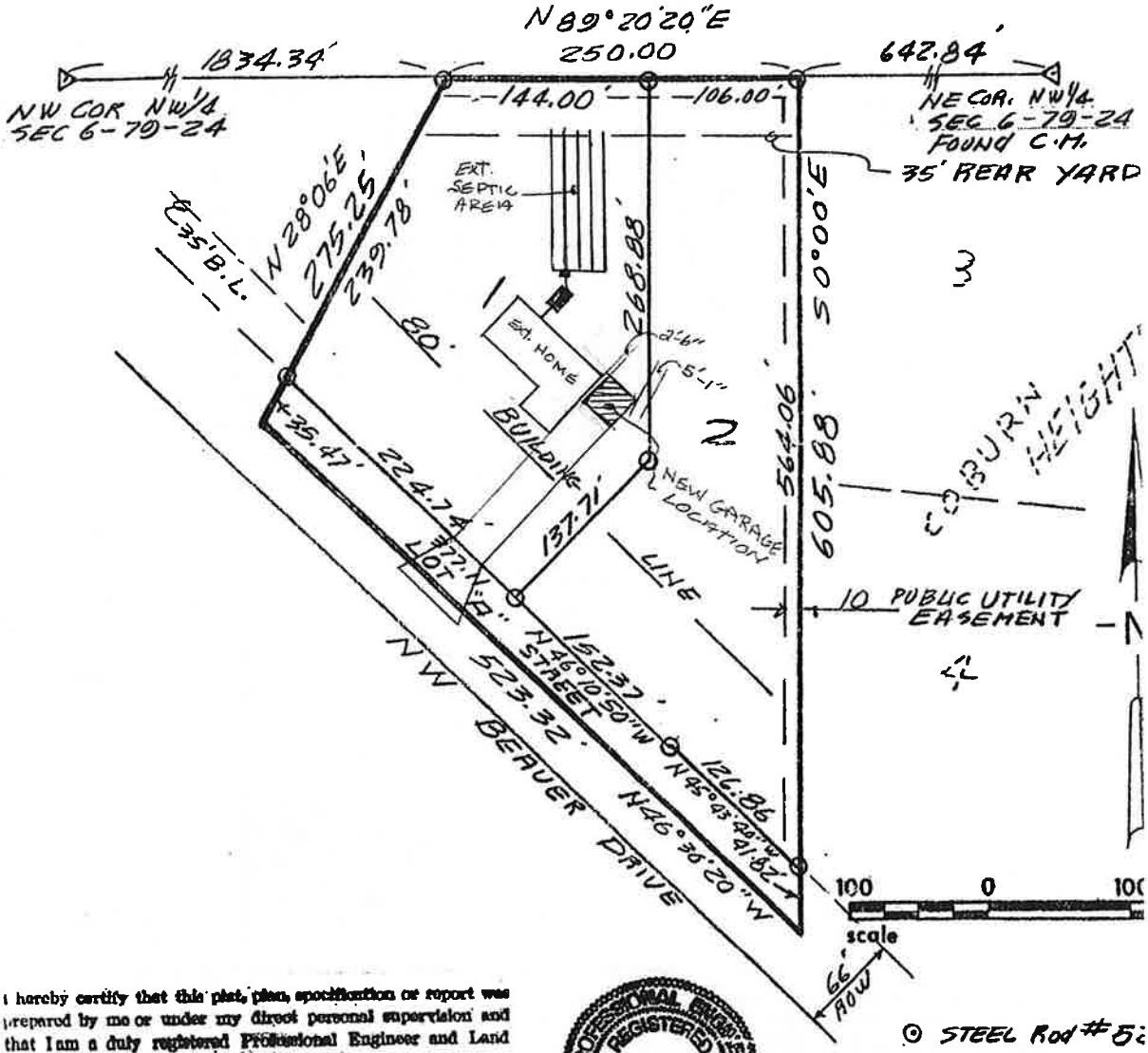
COONS HEIGHTS

FINAL PLAT

LEGAL DESCRIPTION

All that part of Lot 8 in the Official Plat of the Northeast Quarter of the Northwest Quarter of Section 6, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa described as follows:

Beginning at the Northeast corner of Lot 8 in the Official Plat of the Northeast Quarter of the Northwest Quarter of Section 6, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa; thence S 0°00'E 605.88 feet to the Southeast corner of Lot 8; thence N 46°30'20"W 523.32 feet along the southerly line of Lot 8; thence N 28°06'E 275.25 feet to a point on the North line of Lot 8: thence N 89°20'20"E 250.00 feet to the point of beginning containing 3.33 acres.



I hereby certify that this plat, plan, specification or report was prepared by me or under my direct personal supervision and that I am a duty registered Professional Engineer and Land Surveyor, under the laws of the State of Iowa.

Signed D. M. Piagentini Date 5-12 19 87

D. M. PIAGENTINI, P. E. & L. S. Iowa Reg. No. 5228

PROFESSIONAL ENGINEER REGISTERED D. M. PIAGENTINI 5228 IOWA LAND SURVEYOR

Associated Engineering Company of Iowa

2917 HARDING ROAD · DES MOINES, IOWA 50310

COONS HEIGHTS

FINAL PLAT

LEGAL DESCRIPTION

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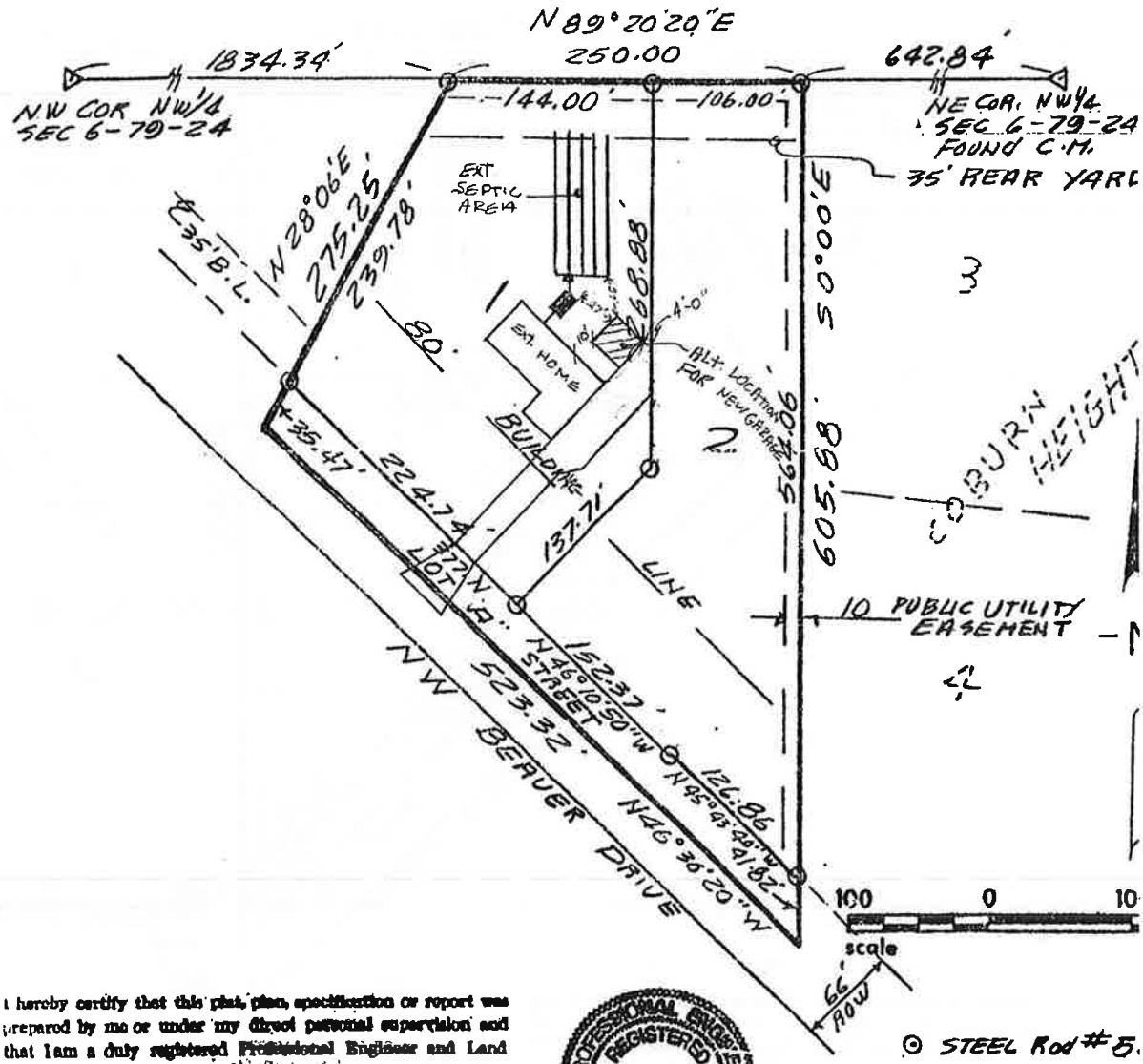
Beginning at the Northeast corner of Lot 8 in the Official Plat of the Northeast Quarter of the Northwest Quarter of Section 6, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa; thence S 0°00'E 605.88 feet to the Southeast corner of Lot 8; thence N 46°30'20"W 523.32 feet along the southerly line of Lot 8; thence N 28°06'E 275.25 feet to a point on the North line of Lot 8: thence N 89°20'20"E 250.00 feet to the point of beginning containing 3.33 acres.



I hereby certify that this plat, plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer and Land Surveyor, under the laws of the State of Iowa.

Signed D. M. Piagentini Date 5-12 19 82

D. M. PIAGENTINI, P.E. & L.S. IOWA Reg. No. 5228

PROFESSIONAL ENGINEER REGISTERED D. M. PIAGENTINI 5228 IOWA LAND SURVEYOR

Associated Engineering Company of Iowa

2917 HARDING ROAD · DES MOINES, IOWA 50310

C. Accessory Buildings. No accessory building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no accessory building shall be used if the main building has been unused for a period of six (6) months or longer.

No accessory building shall be erected in any required yard other than a rear yard, except as provided hereinafter. Accessory buildings in rear yards shall be at least five (5) feet from alley lines; and at least two (2) feet from lot lines adjoining lots which are in any "R" District, and on a corner lot they shall conform to the setback regulations on the side street. Accessory buildings may be erected as a part of the principal building, or may be connected thereto by a breeze-way or similar structure, provided all yard requirements for a principal building are complied with. Except as hereinafter provided, an accessory building which is not a part of the main building shall not occupy more than thirty (30) percent of the rear yard and shall not exceed twelve (12) feet in height. This regulation shall not be interpreted to prohibit the construction of a four hundred forty (440) square foot garage on a minimum rear yard and the additional side and rear yard requirements for accessory buildings in R1-A Districts.

No accessory building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no accessory building shall be used unless the main buildng on the lot is also being used.

D. Corner Lots. For corner lots, platted or of record after the effective date of this ordinance, the front yard regulation shall apply to each street side of the corner lot.

On corner lots platted or of record as of the effective date of this title, the side yard regulation shall apply to the longer street side of the lot except in the case of reverse frontage where the corner lot faces an intersecting street. In this case, there shall be a side yard on the longer street side of the corner lot of not less than fifty (50) percent of the front yard required on

January 27, 2016

Aaron Wolfe
Senior Planner
City of Johnston
P.O. Box 410
6221 Merle Hay Road
Johnston, IA 50131

RE: Coon Heights Plat 2
Development Review No. 3
Case No. PZ 15-40

Foth Infrastructure and Environment, LLC has completed a review of the Preliminary and Final Plat dated January 19, 2016 for the above referenced project. Based on our review of project reference above, the following comments are offered:

Preliminary Plat

1. Applicant shall show sanitary sewer service design information for lot 1 including proposed invert elevations and pipe slope.
2. Provide cleanouts along service lines and reduce angle of 90° bend on service to lot 2.
3. Center sanitary services within 40' sanitary sewer easement to move services back from ROW.
4. Specify type of water service connection to existing main for lot 2.
5. Display location of curb stop for proposed water service for lot 2.
6. Provide tree inventory for any trees in area of water and sanitary services that might be affected.
7. Display existing water service to lot 1.

Final Plat

8. No further comments.

Please contact me at 515.251.2564 if you have questions or comments.

Sincerely,
Foth Infrastructure & Environment, LLC

Joshua C. DeBower
Lead Civil Engineer

jcd:mms3

8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393 Fax: (515) 254-1642

MEMORANDUM

City of Johnston, Iowa

DATE: December 22, 2015

TO: Art Coons, Owner / Applicant
Associated Engineering, Consultant

FROM: Aaron Wolfe, Senior Planner

RE: Coons Heights Plat 2 Preliminary and Final Plats

We have reviewed the preliminary and final plats for Coons Heights Plat 2 and note the following:

Lot Configuration

1. Subdivision of this property, as proposed would shift the rear yard setback for Lot 1 to the east property line. As such, this would cause the house on Lot 1 to become a legally non-conforming land use since the building would be partially inside the required 40 foot rear yard setback. The zoning ordinance prohibits the subdivision of land that will create a nonconforming land use. This issue will need to be resolved prior to the plat proceeding through the review/approval process.

Preliminary Plat

1. Include a vicinity sketch.
2. Include the names of adjacent property owners.
3. The following is the address for Lot 2 and should be listed on the preliminary plat: 7001 Forest Drive.
4. Show existing utilities that Lot 2 will connect into and their size.
5. Indicate Lot 2 connections for water and sanitary sewer into the existing systems and their size.
6. Provide a note regarding who's responsible for installation of utilities to Lot 2 and when they'll be constructed.
7. Indicate fire hydrant coverage area. Hydrants shall be separated by no less than 100 feet and have a 300 foot coverage radius.
8. Indicate all building setback lines (front, side, and rear yard).
9. Please see additional comments on the preliminary plat as provided by Foth Infrastructure and Environment, LLC.

Final Plat

1. Include the names of adjacent property owners.
2. The following is the address for Lot 2 and should be listed on the final plat: 7001 Forest Drive.
3. Provide a note regarding who's responsible for installation of utilities to Lot 2.
4. Indicate all building setback lines (front, side, and rear yard).
5. A petition and waiver for future NW Beaver Drive improvements must be submitted prior to council approval of the final plat. A copy of the petition and waiver will be provided by the City.
6. Please see additional comments on the final plat as provided by Foth Infrastructure and Environment, LLC..

The legal documents listed below must be received by City staff and the City attorney for review at least six (6) working days prior to the City Council meeting that the item will be taken up at:

1. Attorney's Title Opinion
2. Polk County Treasurer's Tax Certificate
3. Owner(s) Consent to Plat
4. Lender(s) Consent to Plat (if mortgage on the property)

This project is scheduled for a development review meeting on Wednesday, December 23rd, 2015 at 1:30 P.M. The meeting will be held at Johnston City Hall Community Development Department. Four full size copies of revised final plat, four 11 x 17 inch reductions and a PDF version of the final plat must be submitted by Wednesday, December 30th, 2015 in order to proceed to the Planning and Zoning Commission on Monday, January 11th, 2016 and to the City Council on Monday January 19th, 2016. In order for the item to proceed to the January 19th City Council meetings, all of the noted legal documents will need to be submitted by Friday, January 8, 2016. Prior to the above noted meetings, a notice will be sent to adjacent properties regarding the proposed replatting.

If you have any questions, please contact me at 727-7766 or by email at awolfe@cityofjohnston.com.

cc: Josh DeBower, Foth
David Wilwerding, Community Development Director
Clayton Ender, Planning Intern

PETITION AND WAIVER

THIS AGREEMENT made and entered into by and between the City of Johnston, Iowa, hereinafter called the CITY, and the undersigned property owners in said City, hereinafter called the PROPERTY OWNERS, WITNESSETH:

WHEREAS, the City proposes to construct certain public improvements ("improvements") in said City; and

WHEREAS, the undersigned Property Owners desire that the improvements be constructed to benefit their respective properties and that special assessments be levied against their property as hereinafter described opposite their names. The general description and location of said improvements being as follows:

> NW Beaver Drive Improvements adjacent to the south-west boundary of *Coons Heights Plat 2.* The assessable improvements would include a standard thirty-one foot local street, drainage improvements up to a 12" diameter pipe, a four-foot sidewalk, proportionate share of engineering and administration and proportionate depth of pavement (depth 7").

The properties to be assessed are described as follows:

Lot 1 and Lot 2 Coons Heights Plat 2

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

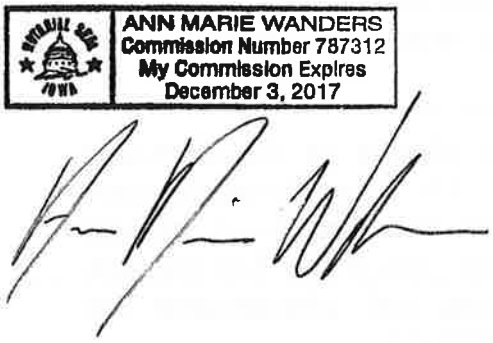
As soon as practicable the City shall have the right to cause the above described improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The construction of said improvements shall be under the supervision of an engineer to be selected by the City.

For the purpose of this Agreement, the City may elect to enter into one or more contracts for the construction of said improvements as a part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by Section 384.41(2) of the City Code of Iowa.

By: _____
Signature-Title, if any

Date: _____

PLACE NOTARY BLOCK HERE



LIENHOLDER'S NAME:

By:

By:
Signature-Title, if any

Date:

Witness:

PLACE NOTARY BLOCK HERE

PLANNING & ZONING COMMISSION

City of Johnston
6221 Merle Hay Road, Johnston, IA 50131

Minutes
Regular Meeting: Monday, January 11, 2016

AGENDA

1. Call to Order

Chairman Petersma called the meeting to order at 7:00 p.m.

2. Roll Call

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Present	X	X	X	X	X	X	X
Absent							

City Staff Present: David Wilwerding, Aaron Wolfe, Clayton Ender

3. Approval of Agenda

Petersma called for a vote to approve the agenda.

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X	X	X	X	X	X	X
Nay							
Abstain							

4. Approval of Meeting Minutes: Regular Meeting of November 30, 2015

Petersma called for a vote to approve the minutes of November 30, 2015.

Roll Call Vote:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X	X	X	X	X	X	X
Nay							
Abstain							

5. **PZ Case No. 15-41; Crosshaven Outlots Plat 2;** The applicant, Hubbell Properties I, L.C. proposes to subdivide a 58.36 acre parcel into 3 unbuildable outlots to facilitate a 1031 property exchange. The subject property is located east of NW 100th Street and north of Little Beaver Creek.

Wilwerding presented the staff report.

Motion by Anderson, second by Spencer to approve PZ Case No. 15-41, the Final Plat for Crosshaven Outlots Plat 2, subject to the following conditions:

1. The project shall conform to the requirements, standards and regulations of the City of Johnston.
2. Submission of all final plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting.

Roll Call Vote:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X	X	X	X	X	X	X
Nay							
Abstain							

6. **PZ Case No. 15-40; Coons Heights Plat 2, Preliminary and Final Plats;** The applicant, Art Coons, has submitted a Preliminary and Final Plat to subdivide 1.49 acres at the NE corner of NW Beaver Drive and Forest Drive.

Wolfe presented the staff report. Wolfe noted public correspondence was received which is included in the meeting packet, and further noted additional correspondence between staff and neighboring properties and from Mr. Coons attorney, Ben Bruner, were provided on the dais prior to the meeting.

Art Coons, 6921 NW Beaver Drive, the applicant, indicated he did not wish to make any comments.

Larry Gulleen, 7050 Forest Drive, believes there are positives to having a lot subdivided here, but noted concerns after the process of the last year and a half. Specifically, Mr. Coons has noted previously that if he couldn't build an accessory building he would build a large garage with a small rental unit, which causes concerns. Mr. Gulleen noted several provisions outlined in the January 8, 2016 letter from Michele Brott. Mr. Gulleen provided a copy of the 1988 Board of Adjustment application in which Mr. Coons was granted a variance for a garage in the side yard. Mr. Gulleen stated that the existing accessory building is a trespass because the eave overhangs the neighbor's property that needs to be resolved prior to a subdivision action.

Petersma inquired how a non-conforming structure could impact a subdivision action. Gulleen responded that it is there attorney's opinion it has to be addressed prior to a subdivision.

Jack Davis, 6917 NW Beaver Drive, stated they are the adjoining owner affected by the non-conforming structure and they would like it addressed, but have never proceeding with legal proceedings to address it.

Art Coons stated that he previously owned the property where the Davis's now live, and they have never addressed him wanting to remedy the situation, which is approximately an 8 inch eave overhang on one corner of the garage. He is willing to remedy the situation; however, their driveway also encroaches on his property, which he would expect to also be addressed.

Mr. Gulleen stated their desire for a minimum square footage requirement for a single family home on Lot 2, at a minimum, but the preference would be to incorporate this lot into the existing Forest Drive covenants so those property owners could enforce them. Mr. Gulleen noted that the original Board of Adjustment information showed the septic leach field in an area which is very different than what is shown on the preliminary plat and he believes it is actually outside of the easement area. Mr. Gulleen requested the Commission delay action on the plat until the eave issue is resolved, include a recommendation on the minimum house size on Lot 2 and make sure the septic tank leach field location is addressed.

Wolfe stated that proposed condition # 4 references the notes on the plat which would require both lots to connect to the sanitary sewer system when the new structure connects on Lot 2.

Matt Bednar, 7011 Forest Drive, noted that the Board of Adjustment action affirmed the 35 foot setback along the north property line of the Coons property that action could have been challenged by Mr. Coons but was not so is now final.

Mr. Coons noted that the 35 foot setback line doesn't pertain to this plat, noting it was required at the time because a road was originally envisioned along the north side of his property and the City required a 35 foot setback.

Wolfe clarified that setbacks can change when properties are replated and the case law cited in the Brott letter were reviewed by the City's Attorney's and they did not find them to be applicable. Wolfe clarified the 1988 Board of Adjustment action was to allow an accessory building in the side yard, but did not specify a specific distance the structure had to be from the property line. A two foot side yard setback was permitted at that time.

Anderson inquired about the covenants issue. Wolfe clarified that the City has never required covenants to be put into place requiring a minimum house size, but the subdivision regulations do permit covenants to be required.

Mr. Gulleen noted that when the variance was granted the site plan showed a 5 foot setback, and now this is an issue of trespass laws, that needs to be addressed and further covenants are needed to prevent against Mr. Coons threat to build a large garage with an apartment.

Mary Davis, 6917 NW Beaver Drive, indicated she's the lot owner to the east where the existing garage overhangs their property line. The garage was there when they built their house, but they weren't aware of the issue.

Petersma closed the public comment period at 7:53 p.m.

Severino noted that much of the information was received late, so case law couldn't be reviewed, so he is relying on the advice of the City Attorney. Severino stated that is a sad situation where people are trying to get one up on one another, but he doesn't believe the Commission has the authority to stop a plat that meets all of the City's requirements.

Smith noted her agreement with Severino's statement. Smith doesn't believe the trespass issue is something that is within the authority of the Commission. Whitaker concurred with Severino and Smith's statements.

Motion by Smith, second by Whitaker to approve PZ Case 15-40, the Preliminary and Final Plats for Coons Heights Plat 2 subject to the following conditions:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. Submission of all Final Plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting.
3. Prior to Council approval of the Final Plat the applicant shall submit a petition and waiver for future NW Beaver Drive improvements.
4. Lots 1 and 2 are required to connect to sanitary sewer, the timing and installation of which is detailed on the plat.
5. The Preliminary Plat shall be amended to address the following items:
    a. Indicate the location and size of existing sanitary sewer on NW Beaver Drive and means/method of connecting to such.
    b. Address all outstanding comments provided by Foth Infrastructure & Engineering, LLC. in their letter dated January 8, 2016.

Petersma moved to amend the motion to add condition # 6, requesting the City Council strongly consider establishing a minimum square footage requirement and other aesthetic characteristics deemed appropriate to ensure the single family home on the proposed Lot 2 matches the character of the neighborhood. Seconded by Smith.

Johnston noted concern that such a requirement could be considered spot zoning and that would be a concern.

Roll Call Vote on the Motion to Amend:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye				X		X	X
Nay	X	X	X		X		
Abstain							

Petersma noted the motion to amend failed.

Roll Call Vote on the Original Motion:

	Spencer	Severino	Johnson	Smith	Whitaker	Petersma	Anderson
Aye	X	X	X	X	X	X	X
Nay							
Abstain							

7. Other Business.

Johnson requested that the staff allow time at a future Commission meeting to discuss minimum building requirements, house sizes, architectural requirements, etc. to determine if these are items that should be considered to be added to the Zoning Ordinance.

8. Adjournment.

Meeting adjourned at 8:13 PM.

_____	_____
Chair	**Secretary**

Notice of Public Meeting

January 13th, 2016

The Johnston City Council will hold a Public Meeting at 7:00 p.m. on **Tuesday, February 2nd, 2016**. This meeting will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road to consider the following item:

PZ Case No. 15-40; Coons Heights Plat 2 Preliminary & Final Plat

The applicant, Art Coons has submitted a preliminary plat & final plat for the subdivision of 1.49 acres at the NE corner of NW Beaver Drive and Forest Drive. The site is zoned R-1(100), Single Family Residential.

If you have questions or comments on the above-described action, please contact the city staff person listed below, or attend the meeting at the above-listed date and time. Additional information, including the preliminary & final plat is also available at http://www.cityofjohnston.com/index.aspx?nid=435.

Aaron Wolfe, Senior Planner
Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7766; Email: awolfe@cityofjohnston.com

OWNER	ADDRESS	CITY, STATE, ZIP
WHITEY STANGE	7020 FOREST DR	JOHNSTON, IA, 50108
RICHARD GRADOVILLE	5220 NW 70TH PL	JOHNSTON, IA, 50109
KRISTINE FLYNN	5271 NW 70TH PL	JOHNSTON, IA, 50110
SHANE VER STEEG	7031 FOREST DR	JOHNSTON, IA, 50111
THOMAS EVANS	7005 NW BEAVER DR	JOHNSTON, IA, 50112
POLK COUNTY	5885 NE 14TH ST	JOHNSTON, IA, 50113
GREGORY CERASO (TRUSTEE)	7030 FOREST DR	JOHNSTON, IA, 50114
MARK YOCUM	7021 FOREST DR	JOHNSTON, IA, 50115
KRISTINE FLYNN	5251 NW 70TH PL	JOHNSTON, IA, 50116
NANCY KNAPP (TRUSTEE)	5221 NW 70TH PL	JOHNSTON, IA, 50117
DANIEL HANNAN	7041 FOREST DR	JOHNSTON, IA, 50118
RUSSEL GERKE	6915 NW BEAVER DR	JOHNSTON, IA, 50119
BILLY BROWN	6910 NW BEAVER DR	JOHNSTON, IA, 50120
BRUCE ILER	6960 NW BEAVER DR	JOHNSTON, IA, 50121
RICHARD GRADOVILLE	5220 NW 70TH PL	JOHNSTON, IA, 50122
JACK DAVIS	6917 NW BEAVER DR	JOHNSTON, IA, 50123
BENSON ASHMEAD	6885 NW BEAVER DR	JOHNSTON, IA, 50124
MARY ELLEN ANDERSON	7000 FOREST DR	JOHNSTON, IA, 50125
ARTHUR SLUSARK	7010 FOREST DR	JOHNSTON, IA, 50126
BRAD MOCK	6980 NW BEAVER DR	JOHNSTON, IA, 50127
BRUCE ILER	6970 NW BEAVER DR	JOHNSTON, IA, 50128
MATTHEW BEDNAR	7011 FOREST DR	JOHNSTON, IA, 50129
LISA SOLDAT (TRUSTEE)	6940 NW BEAVER DR	JOHNSTON, IA, 50130
LARRY GULLEN	7050 FOREST DRIVE	JOHNSTON, IA, 50131
LARY ANDERSON	7040 FOREST DRIVE	JOHNSTON, IA, 50132

December 15, 2015

David,

Again, thank you for continuing to keep us abreast of the applications and actions taken on the property at 6921 NW Beaver Drive. In general we see the application to subdivide as having potentially positive impact on our situation. That, of course, depends on how the new lot is ultimately used.

In looking at the application, we would like the City to consider the following items in its deliberations:

1. We are most concerned with the nature of any residence that would be built on this lot. Last year, Mr. Coons told us about his thoughts on a potential subdivision of his property. He said he would consider subdivision of the property if he could not build his desired accessory structure on his current property. He threatened to subdivide his lot and build a multiple stall garage with a residential rental property on the second story. This, of course, would not be acceptable to us.

   City Code paragraph 180.39 states:

   CHARACTER OF DEVELOPMENT. ***The Council*** shall have the right to agree with the subdivider regarding the type and character of development that will be permitted in the subdivision, and ***may require that certain minimum regulations regarding this matter be incorporated in deed restrictions. Such regulations shall be intended to protect the character and value of the surrounding development and shall also tend to secure the most appropriate development of the property being subdivided (emphasis added).***

   Our subdivision includes the frontage land that the new homeowner must cross for access from Forest Drive. The house number will likely be within our subdivision numbering system. We would like the new property be required to submit to the Forest Drive covenants for construction of a home. Such covenants serve to improve the value of the lot. They protect the value of our homes and, in fact, will protect the value of Mr. Coons' home as well. Alternatively, a simple requirement that a single story home have at least 2,000 square feet of living space and a two story home have at least 2,700 square feet of living space (with minimum of 1,350 square feet of living space on the first floor) would be representative of the neighborhood, including Coons Heights. A third option would be to have this property would now be contained in two plats (Coons Heights and Forest Drive) replatted into the single Forest Subdivision, where the covenants would apply naturally. As we have shown, it is well within the law for these types of covenants to be required by the City when property values may be impacted.

We believe these issues must be addressed before the application proceeds to the Planning and Zoning Commission.

3. We would note that there is no engineer's signature and seal on the application and proposed plat. We believe that a signed and sealed survey is required before the application can be considered. Also, side yard and rear yard setbacks are not shown.

4. In particular, the 35' setback from the Bednar property is not on the proposed plat. The setback was originally created in favor of Mr. Coons. That setback was relied upon by the Bendars when they purchased their house, and therefore the setback is binding. This legal position was upheld as a proper building setback line by action of the Board of Adjustments. No court challenge was completed by Mr. Coons in the allotted timeframe. Because the setback line was originally created in Mr. Coons's favor and relied upon by the Bednars, the City should not legally be allowed to nullify it.

5. As far as the current septic system,
   - We believe the new lot line, coupled with septic system siting requirements will encroach upon the current septic lateral field. That would mean that Mr. Coons will need to connect to the City Sewer system.
   - Also, we understand that there is a new law that requires septic system inspection upon transfer or sale of property. This law may apply here should Mr. Coons attempt to maintain his current septic field.
   - We believe that there may be a requirement that Mr. Coons pay for the sewer hookup fee on the new property to accomplish this subdivision of his property.

6. We believe that any new lot must comply with the grading requirements of section 145 of the code, including storm water control.

7. We think that it would be beneficial to have the new lot be named 7001 Forest Drive, in keeping with our numbering system. Again, this property will appear to be part of the Forest Drive development.

We would like to be kept informed on any developments in this filing. Thank you again for your help and consideration.

Respectfully,

Larry Gulleen
7050 Forest Dr.
Johnston, IA

Jeff & Mary Ellen Anderson
7000 Forest Drive
Johnston, IA

Matt and Mary Bednar
7011 Forest Drive
Johnston, IA

Larry Anderson
7040 Forest Drive
Johnston, IA

DAVISBROWN
LAW FIRM

REPLY TO DES MOINES OFFICE

January 8, 2016

Via Email: Tim@ladenpearsonlaw.com
Mr. Tim Pearson
Johnston City Attorney
LADEN AND PEARSON, P.C.
3231 E. Euclid Avenue
Suite 300
Des Moines, IA 50317

RE: Proposed Subdivision of Coons Heights

Dear Tim:

As you know, I represent a variety of Johnston residents, specifically Dr. and Mrs. Matthew and Mary Bednar and Dr. and Mrs. Jeff and Mary Ellen Anderson. I have been provided with information regarding a proposed development at the entryway of the Forest Development. My clients, along with their neighbors, have provided the City with their concerns.

As my clients and their neighbors pointed out, there is a concern with the continued trespass by virtue of the illegal overhang of the detached garage on the Coons' current property. While the City may or may not have had code provisions in place in 1988 regarding overhangs, property lines and trespass laws have not changed. The overhang is a continuing trespass and should not be deemed conforming. Such a declaration is tantamount to the City sanctioning this continuing trespass. I understand there was a variance in 1988. The variance, BOA Case number 88-6, does not grant a taking of the adjoining neighbor's land. Rather, the variance is plainly limited and speaks to location of the detached structure. Accordingly, variance or not, the trespass is non-conforming.

Also missing from the proposed subdivision is the 35' setback along the Bednar property. As previously discussed, this setback was relied upon in the development and sale of the adjoining property, and is therefore an enforceable right by adjoining neighbors; such a right survives subsequent sales. Gray v. Osborn, 739 N.W.2d 855, 860 (Iowa 2007); Middle Road Developers v. Windmiller Design & Develop., 746 N.W.2d 279, 2008 WL 141658, at *3 (Iowa Ct. App. 2008)("The recent case of Gray v. Osborn makes it *clear* that the plat map alone can provide the necessary language to bind successive owners of real estate to restrictions or limitations on its use.").

Further, planned expansion requires critical assessment of any purposed development. The plans should bear an engineer's stamp and approval for several reasons, but one of the most

important is water and flooding concerns. Runoff is a common concern in central Iowa and changing topography necessarily changes runoff and water collection. Flooding is a devastating and expensive issue for homeowners. What is the plan for grading and water runoff?

Also, as a part of planned expansion, the City Code empowers the City Council to protect Johnston residents through section 180.39. This section empowers the City Council to keep accountability on developers and subdivisions. Certainly, Johnston wants to continue its place in the greater Des Moines area as an appealing suburb where home values are secure investments. Allowing a rental unit on top of a garage into an existing development will undercut property values, without question. It is, without a doubt, a garage in disguise. The City has an obligation to protect property values from the devastating impacts of unplanned expansion, and section 180.39 does exactly that.

In that vein, the protection of the character suggests that the primary structure on the proposed subdivision should be in line with neighborhood. To be in line with the neighborhood, the structure should be something more than an apartment. My clients have suggested a square footage minimum. Such a requirement is certainly permitted by section 180.39 and would serve to protect the neighborhood's property values by maintaining character, resell potential and property taxes.

My clients appreciate your attention to these very important matters.

Very truly yours,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

Michele L. (Warnock) Brott

From: Bruner, Benjamin D.
Sent: Monday, January 11, 2016 12:49 PM
To: 'awolf@ci.johnston.ia.us'
Cc: 'acoons@q.com'
Subject: Art Coons - P&Z Commission Subdivision Item (1/11/16)

Aaron-

Mr. Coons asked me to forward my comments to you prior to tonight's P&Z meeting on his subdivision plat. My quick comments to Ms. Warnock's (counsel for neighbors) letter are as follows though:

A "Overhang of Garage": As stated in the staff report, should the structure be deemed non-conforming for some reason (which it shouldn't be), due to the change in requirements over time, the garage would be deemed a lawful-nonconforming structure regardless. This claimed "illegal" trespass by the overhang of the garage is thus wholly irrelevant to the subdivision plat approval and discussion. Any claimed trespass would need to be dealt with outside of this P&Z Commission meeting as this is not the appropriate venue. Further, in my limited knowledge of the facts of this overhang, any claim of trespass by the overhang would be defended by the claim of a prescriptive easement. In short again though, this issue is wholly irrelevant to the subdivision plat approval before the P&Z Commission.

B "35' Setback": This proposed 2nd plat supersedes any prior setback in favor of a 10' side yard setback on the newly created lot 2. The case law that she references deals with beneficial easements and storm water detention restrictions and does not reference or otherwise apply to setbacks. As all parties are aware, such setbacks are subject to change (via city code modifications or otherwise --- like re-platting).

C "Grading and Water Runoff": Again this item is wholly inapplicable to this subdivision plat discussion and analysis. Grading and water issues are dealt with when building plans are submitted and permitting is given. The issue before the P&Z is merely the subdivision of the lot.

D "City Imposed Covenants": As noted in the staff report, the city controls character of development through use of zoning regulations and leaves the private property owners to decide whether to place tighter land use controls via covenants. The practice has not been to require execution of covenants affecting character of development. Should that change in this situation, it would be a drastic overstep which would be met by resistance city-wide most certainly. Further, it is not within the rights of adjacent landowners to compel or seek adjacent property owners submit to certain land use controls --- via covenants or otherwise.

If possible, please include the same in the agenda for tonight.

Thanks.
Benjamin D. Bruner

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IN THE COURT OF APPEALS OF IOWA

No. 7-953 / 07-0425
Filed January 16, 2008

MIDDLE ROAD DEVELOPERS, L.C., RICHARD W. CURTIS, TRACEY L. CURTIS, RINO C. DELLA VEDOVA, CURTIS A. SCHNELL and BENNA LEA SCHNELL,
Plaintiffs-Appellees,

vs.

WINDMILLER DESIGN AND DEVELOPMENT COMPANY, an Iowa Corporation and CITY OF BETTENDORF, IOWA, an Iowa Municipal Corporation,
Defendants-Appellants.

Appeal from the Iowa District Court for Scott County, Mary Howes, District Associate Judge.

Defendants-appellants appeal from a district court order enjoining the development of a parcel of land. **AFFIRMED.**

Tricia Spratt Fairfield of Vollertsen, Britt & Gorsline, Davenport, for appellant, Windmiller Design and Development Company.

Michael Walker and Patrick Vint of Hopkins & Huebner, P.C., Davenport, for appellant, City of Bettendorf.

Terry Giebelstein and Wendy Meyer of Lane & Waterman, L.L.P., Davenport, for appellees.

Considered by Sackett, C.J., and Vaitheswaran and Baker, JJ.

BAKER, J.

In this case, we consider whether a note on a plat map can create a use restriction running with the land, thereby preventing a city from selling a parcel of land to a developer without the use restrictions noted on the plat map. For the reasons expressed below, we affirm the trial court's injunction.

I. Background and Facts

Appellee Middle Road Developers, L.C., is the owner of real estate platted as Century Heights Twelfth Addition in the city of Bettendorf. At the time the area was being developed, Robert Fick, principal developer for Middle Road, was told by Bettendorf's planning staff that the city required outlots be set aside in the creek area of the addition for use as a stormwater detention area. The dedication of the stormwater management area in the addition was part of a larger regional stormwater detention facility created by the city and was consistent with the city's comprehensive use map.

Middle Road did not resist the city's requirement of the outlots for green space. In February of 2003, Middle Road conveyed outlot A to the city via a warranty deed, for $27,240, which was below the market price of the land. The deed was prepared by the city's attorney.

The general notes on the plat map of the Twelfth Addition include the following recitation:

> ALL OF OUTLOT A IS A SEWER, DRAINAGE AND DETENTION BASIN EASTMENT. OUTLOT A IS DEDICATED TO THE CITY OF BETTENDORF, IOWA, FOR STORMWATER MANAGEMENT PURPOSES. IT SHALL BE USED AS A RECHARGE-INFILTRATION-DETENTION AREA WITH NATIVE VEGETATION MAINTAINED BY THE CITY OF BETTENDORF, IOWA.

In addition to being consistent with the city's requirements, the designation of outlot A made the residential housing lots adjacent to outlot A more valuable than other lots in the area.

Appellees Richard and Tracey Curtis purchased lot 21 in Century Heights Eleventh Addition, which backed up to outlot A, in May 2001. At that time, Richard Curtis spoke with head city planner, Mark Brockway, about outlot A. Brockway told Curtis that the green space area would remain in its natural state and the city could not change that designation. In May of 2005, the Curtises contacted Fick about building a larger home on lot 16 of Century Heights Sixteenth Addition, which adjoins outlot A. At that time, Tracey Curtis spoke with city planner, Gregory Beck, who assured her outlot A was for water retention only and nothing could be built on it.

Appellee Rino Della Vedova owns lot 17 of Century Heights Twelfth Addition, which adjoins outlot A. He purchased the lot from Craig Windmiller of Windmiller Design and Development Company, who also built Della Vedova's home on the lot. Prior to the purchase, he viewed the plat map of the Twelfth Addition, including the dedication language regarding outlot A. Windmiller also told him that outlot A was to remain green space.

Appellees Curtis and Benna Lea Schnell own lot 16 of Century Heights Twelfth Addition, which adjoins outlot A. Benna Lea testified that they paid a premium for the lot because it adjoined outlot A, they built a house that architecturally takes advantage of the green space, and their use and enjoyment of the property would be drastically affected by a house being built on outlot A.

In mid 2005, Windmiller approached the city about buying all or a portion of outlot A because he had a buyer interested in building there. The city determined that outlot A was larger than necessary for stormwater management. The city published a notice regarding the proposed sale in the August 25, 2005 Bettendorf News, but did not otherwise notify any of the surrounding homeowners of the proposed sale.

On September 6, 2005, the city sold the eastern portion of outlot A to Windmiller, who owned a contiguous lot, for the same amount the city had purchased it from Middle Road. Windmiller subsequently requested the land be re-platted as part of a lot in Fieldstone Pointe Second Addition, intending to build a single family residence on the land. The city approved the re-platting.

In the fall of 2005, Windmiller regraded the eastern portion of outlot A, causing the native vegetation to be removed from the property. It was at this time that the appellees discovered the eastern portion of outlot A had been sold.

On November 16, 2005, appellees Middle Road, Curtis, Della Vedova, and Schnell filed a petition for temporary and permanent injunction against Windmiller. On March 2, 2006, the appellees amended the petition to include the City of Bettendorf. Following a December 5-6, 2006 trial, the court issued an order enjoining Windmiller and the city from using any portion of outlot A for any purpose other than as a recharge-infiltration-detention area with native vegetation. Windmiller and the city appeal.

II. Merits

Because "[a] request for an injunction invokes the court's equitable jurisdiction," our review is de novo. *Matlock v. Weets*, 531 N.W.2d 118,

121 (Iowa 1995). Although we are not bound by them, we give weight to the trial court's fact findings, especially concerning the credibility of witnesses. *Id.* We review a decision by the trial court to allow an exception to the statute of frauds and admit oral evidence of a contract for correction of errors at law. *Kolkman v. Roth*, 656 N.W.2d 148, 151 (Iowa 2003).

A. Use Restriction/Covenant Running with the Land

The appellants argue the note on the plat map does not create a covenant or use restriction running with the land. Windmiller also argues a strict test should be applied in construing agreements that restrict the free use of property.

It is well settled that "restrictions on the free use of property are strictly construed against the party seeking to enforce them, . . . and doubts will be resolved in favor of the unrestricted use of property." *Stockdale v. Lester*, 158 N.W.2d 20, 22 (Iowa 1968) (citations omitted). This strict rule of construction, however, "'should never be applied in such a way as to defeat the plain and obvious purpose of the restriction.'" *Leverton v. Laird*, 190 N.W.2d 427, 432 (Iowa 1971) (quoting *Jones v. Haines, Hodges & Jones Bldg. & Dev. Co.*, 371 S.W.2d 342, 344 (Mo. Ct. App. 1963)). "[T]he true rule is that the intention of the parties may be ascertained from the language of the instrument or may be implied from the surrounding circumstances." *Id.* (citation omitted). A more liberal approach recognizes building restrictions "more as a protection to the property owner and the public rather than as a restriction on the use of property." *Id.* at 431 (citations omitted).

While it may have been previously unclear whether a plat map could create a covenant or use restriction running with the land, the recent case of

Gray v. Osborn, 739 N.W.2d 855 (Iowa 2007), makes it clear that the plat map alone can provide the necessary language to bind successive owners of real estate to restrictions or limitations on its use. In *Gray*, noting that "[a]n easement created via a plat map is valid under Iowa law," the court looked to the intention of the parties to determine the existence of an easement. *Gray*, 739 N.W.2d at 861 (*citing Maddox v. Katzman*, 332 N.W.2d 347, 351 (Iowa Ct. App. 1982)). The court held that, because the plat clearly denoted an intention to create an easement, and the purchasers had notice, the plat established an easement. *Id.* at 861-62.

We believe the same reasoning applies to this case and hold that the note on the plat map establishes use restrictions. "[W]hen land is dedicated with limitations on the dedication and the city accepts the plat as dedicated, such action is not void and the limitations have been recognized." *Leverton*, 190 N.W.2d at 433. The city bought outlot A at below market value for the dual purpose of providing a drainage basin and green space. The purposes were clearly noted on the plat. Because the plat map clearly denoted an intention to create use restrictions and Windmiller had notice of the restrictions, the plat established the use restrictions, which survive the city's ownership and are applicable to Windmiller. *See id.* at 434 ("[Use] restrictions survive public ownership by the city and are applicable to its grantees.").

B. Admission of Oral Evidence

The appellants also argue that the trial court erred in allowing oral evidence of the plaintiffs' discussions with city employees because the statute of

frauds renders evidence of an oral promise creating an interest in land inadmissible.

> [T]he erroneous admission of evidence does not require reversal unless a substantial right of the party is affected. In other words, the admission of evidence must be prejudicial to the interest of the complaining party. This requires a finding that it is probable a different result would have been reached but for the admission of the evidence or testimony.

Mohammed v. Otoadese, 738 N.W.2d 628, 633 (Iowa 2007) (internal citations and quotations omitted). Because we hold that the language on the plat itself establishes use restrictions, evidence regarding the plaintiffs' discussions with city employees is irrelevant to the outcome of this case. Therefore, we need not consider this issue on appeal.

C. Proper Procedure for Sale of Outlot

The appellants also argue that the city properly sold a portion of outlot A to Windmiller without the restrictions because it properly followed Iowa Code section 354.23 (2005) for vacation and sale of the land. The determination of whether the city followed the proper procedure involves two questions: (1) whether the sale procedure was proper under Iowa Code section 364.7 and (2) whether the city could vacate the use restrictions under section 354.23 as part of the sale. We find that the sale procedure was appropriate but could not be done without the use restrictions.

Pursuant to section 354.23, a city "may vacate part of an official plat that had been conveyed to the city . . . or dedicated to the public which is deemed by the governing body to be of no benefit to the public." *See also Carson v. State*, 240 Iowa 1178, 1189, 38 N.W.2d 168, 175 (1949) ("[W]here land, already

publicly owned, is designated for some particular public use no contractual trust arises in favor of the general public that precludes subsequent diversion of it by proper legislative authority to some other and different public use.").

Once the city determined it did not need the portion of outlot A, it was empowered to sell it. *See Leverton*, 190 N.W.2d at 434. The city could not, however, sell the land free of the restrictions contained in the plat. Where "each lot owner is presumed to have bought with notice of and in reliance on the material in the plat dedication, [p]rivate rights have arisen." *Id.* Although the city can sell the land, "in doing so it should not be allowed to destroy the original scheme of restrictive covenants applicable to all of the other land." *Id.* The appellants knew the user restrictions were in the plat and also knew of the prior position of adjoining landowners. Further, the adjoining landowners acquired rights to the restrictions because of the increased value and desirability of their properties because of those restrictions. Even if we were to hold that the attempted release of the restriction was a vacation of public lands, this case turns on the rights created at the time outlot A was conveyed to the city and is not controlled by the city's later attempted nullification of the restriction. The sale of the land was proper; the attempted release of the restrictions was not.

III. Conclusion

The plat map clearly creates use restrictions, and Windmiller had notice of the restrictions. The city could sell outlot A but not free of the restrictions contained in the plat. We affirm the trial court's injunction prohibiting Windmiller and the city from using any portion of outlot A for any purpose other than as a

recharge-infiltration-detention area with native vegetation.

AFFIRMED.

739 N.W.2d 855
Stephen GRAY and Shelly Gray, Husband and Wife, Appellants
v.
James R. OSBORN, III, Appellee, Tamra Randall, Intervenor-Appellee.
Tamra Randall, Appellee
v.
Stephen Gray and Shelly Gray, Appellants, Joan K. Peck and Marjorie A. Thirkettle, Intervenors-Appellees.
No. 05-1850.
Supreme Court of Iowa.
October 5, 2007.

[739 N.W.2d 857]

Gregory J. Epping of Terpstra, Epping & Willett, Cedar Rapids, for appellants.

Mark E. Mossman of Mossman & Mossman, L.L.P., Vinton, for appellees Osborn and Randall.

Vernon P. Squires of Bradley & Riley, P.C., Cedar Rapids, for intervenors-appellees Peck and Thirkettle.

APPEL, Justice.

Header ends here.

In this case, we consider whether landowners have an easement across the property of an adjoining landowner or whether they committed trespass when they attempted to exercise rights pursuant to the claimed easement. The district court found that an express easement existed and dismissed claims for trespass and injunctive relief. The court of appeals reversed, and we granted further review. For the reasons expressed below, the decision of the court of appeals is vacated and the decision of the district court is affirmed.

I. Factual Background and Proceedings.

The facts in this case are generally undisputed. Tamra Randall owned undeveloped property in rural Benton County. In September 1996, Randall recorded the consent and dedication agreement and plat for what is now known as Maple Ridge Estates I. The plat called for the subdivision of the land into five lots. The plaintiffs, Stephen and Shelly Gray, currently own Lot 5.

The plat for Maple Ridge Estates I states that an ingress-egress easement runs across the northern border of Lot 5. The easement is indicated by a dotted line running parallel to the northern border of the property with the phrase "50' ingress egress easement" placed in the middle of the area between the northern border of Lot 5 and the dotted line. The easement abuts a public roadway, 59th Street Trail, on its western end. The eastern end of the easement connects with property that is not described on the plat. In the words familiar to those experienced in real estate transactions, the dominant estate was not specifically identified or described with particularity on the plat.

[739 N.W.2d 858]

NOTE: OPINION CONTAINING TABLE OR OTHER DATA THAT IS NOT VIEWABLE

The consent and dedication agreement, however, did not explicitly refer to an ingress-egress easement across Lot 5. The only restriction concerning building in the subdivision is a setback restriction, requiring all buildings to be at least fifty feet from any public roadway and no closer than twenty feet from any side lot line.

These documents also did not mention the existence of a private gravel road which lay north of the easement and connected 59th Street Trail to lands to the east. At the time of the September 1996 filings, Randall was enmeshed in a dispute with her northern neighbors, Kenneth and Marcia Rick,

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regarding the ownership of the gravel road. The Ricks claimed ownership

[739 N.W.2d 859]

to the northern two-thirds of the gravel road, and litigation commenced regarding the precise boundary between the two properties. Prior to the dispute, Randall had been using the road to access property she owned to the east of Maple Ridge Estates I.

Randall decided that in light of the boundary dispute, she needed to designate a fifty-foot easement, on what was indisputably her property, across the northern boundary of Lot 5. Thus, in the event she was unsuccessful in her litigation with the Ricks, Randall would continue to have secure access to her eastern property through the easement. If unsuccessful, she intended to relocate the road across the fifty-foot easement reserved in the plat for Maple Ridge Estates I.

In January 1998, Randall prevailed in her litigation with the Ricks. As a result of her success, Randall could still access her eastern property by way of the gravel road. She took no action at that time, therefore, to relocate the gravel road onto the easement.

In early 2000, Randall filed a plat for Maple Ridge Estates II. At the time she recorded this plat, she was still the owner of Lot 5 in Maple Ridge Estates I. Maple Ridge Estates II subdivides property located to the east of Maple Ridge Estates I. The plat for Maple Ridge Estates II shows the same fifty-foot, ingress-egress easement along the northern border of Lot 5 of Maple Ridge Estates I. The Maple Ridge Estates II plat does not alter the location, dimension, or purpose of the easement.

As with the Maple Ridge Estates I plat, Randall also filed covenants related to Maple Ridge Estates II. The restrictive covenants convey a fifty-foot easement to the owners of Lots 3 and 4 "over and upon the road shown on the plat for Maple Ridge Estates II . . . ."

After these documents related to Maple Ridge Estates I and Maple Ridge Estates II were recorded, a series of land transactions occurred. Ultimately, Stephen and Shelly Gray, the plaintiffs in this case, became owners of Lot 5 in Maple Ridge Estates I. The Grays' deed specifically noted that their purchase was subject to all covenants, restrictions, and easements of record. In adjoining Maple Ridge Estates II, Joan K. Peck and Marjorie A. Thirkettle became owners of Lot 3 and James R. Osborn III became owner of Lot 4.

Prior to the purchase of their interest in Maple Ridge Estates I, Lot 5, the Grays obtained an abstract of title and a title opinion. The Grays were further provided with a copy of the plat for Maple Ridge Estates I by their realtor. The Grays saw the wording related to the easement on the plat, but professed to have difficulty reading it because of the copy's poor, fuzzy quality. The Grays claim to have been told by someone that the easement was for utility purposes only.

After purchasing the property, the Grays decided to construct a fence for their horses. Worried about possible restrictions, Stephen Gray questioned Randall as to the fence's proper location. At trial, Randall testified that she told Gray not to construct any type of permanent fence within the fifty-foot easement. Gray disputed this testimony, claiming that there was no mention of the easement. In any event, the Grays' fence essentially follows the southern line of the fifty-foot easement.

After Osborn constructed his home on Maple Ridge Estates II, Lot 4, Peck and Thirkettle became concerned about the proximity of their home on Lot 3, to the driveway used by Osborn to reach his residence. Osborn, Peck, and Thirkettle were

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utilizing the gravel road, which lay north of the easement, to access their property.

[739 N.W.2d 860]

The end of the road, however, veered south and crossed onto the Peck/Thirkettle lot in order to connect to Osborn's lot. After considerable discussion, Osborn agreed to change his manner of access by constructing a driveway "spur" on the Grays' land, which he believed was subject to the ingress-egress easement.

No one contacted the Grays before construction began on Osborn's new access. From here, the dispute escalated. The Grays built a temporary and later a permanent fence blocking access to the new driveway. Osborn reacted by destroying the fence with a skid loader.

Shortly after the destruction of the Grays' fence, they filed an action in district court for temporary and permanent injunction, claiming trespass and seeking damages for the destruction of the fence, cleanup costs, and the cost to rebuild the fence. Osborn filed a counterclaim for declaratory relief, seeking a judicial declaration of the existence and validity of a fifty-foot, ingress-egress easement over Lot 5. Peck and Thirkettle intervened, claiming an interest in the easement as adjoining landowners. Randall also intervened as a portion of the claimed easement lays on her property directly north of the Grays.

In June 2004, the district court denied the application for a temporary injunction, but ordered Osborn not to expand the spur and ordered that no one exercise additional use of the easement. At trial, the Grays claimed Osborn violated the order by using the easement as a parking lot during his Halloween party and sought monetary damages for this violation. Osborn, in turn, alleged that the Grays constructed a shed on the easement in violation of the court's order.

The matter came to trial on May 9, 2005. On October 10, 2005, the district court found in favor of Osborn and the other parties aligned with him. According to the district court, the recorded documents demonstrated the existence of an express fifty-foot easement over the northern boundary of the Grays' lot. The district court further found that the easement was for the benefit of Lots 3 and 4 owned by Peck, Thirkettle, and Osborn in Maple Ridge Estates II. The Grays filed a timely notice of appeal.

We transferred the case to the court of appeals. The court of appeals found that the two filed plats were insufficient to create an easement because they were made at different times and because the language of the second plat cannot be used to create an easement over the Grays' land. The court of appeals reversed the district court order and remanded the case for consideration of the Grays' claims for trespass and injunctive relief. We granted further review.

II. Standard of Review.

The parties do not agree on the appropriate standard of review. The Grays contend our review is de novo as the determination of easement rights is equitable. Osborn and aligned parties assert our review is for errors of law. We agree. The original action was filed by the Grays as a "petition at law," while Osborn counterclaimed for declaratory judgment. Whether a declaratory judgment action is considered legal or equitable in nature is "determined by the pleadings, the relief sought and the nature of each case." *Bjork v. Dairyland Ins.*, 174 N.W.2d 379, 382 (Iowa 1970). Further, the parties made evidentiary objections during trial, some of which were sustained, which suggests a trial at law. Because we generally hear a case in the same manner in which it was tried to the district court, our review is for errors of law. *Johnson v. Kaster*, 637 N.W.2d 174, 177 (Iowa 2001). "The

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[739 N.W.2d 861]

trial court's findings carry the force of a special verdict and are binding on us if supported by substantial evidence. If the findings are ambiguous they will be construed to uphold, not defeat, the judgment." *Id.*

III. Discussion.

In their review, the court of appeals addressed the issue of whether two successive plats could be read together to create an express easement. Whether two successively filed documents may be read together to create an easement appears to be a matter of first impression. We believe, however, that there is an antecedent legal question that is wholly dispositive. For the reasons discussed below, we hold that the plat for Maple Ridge Estates I alone creates an express easement across the Grays' property in favor of Osborn and the aligned parties.

An easement is a restriction on another person's property rights. *Indep. Sch. Dist. of Ionia v. De Wilde,* 243 Iowa 685, 692, 53 N.W.2d 256, 261 (1952). Express grant or reservation is one of the ways an easement may be created. *Nichols v. City of Evansdale,* 687 N.W.2d 562, 568 (Iowa 2004). Because an easement is an interest in real property, any express easement falls within the statute of frauds and must be in writing. *See* Iowa Code § 622.32 (2007).

An easement created via a plat map is valid under Iowa law. *Maddox v. Katzman,* 332 N.W.2d 347, 351 (Iowa Ct. App.1982). Today, no magic words or terms of art are necessary to create an easement. In determining the existence of an easement, the intention of the parties is of paramount importance. Restatement (Third) of Property: Intent to Create a Servitude § 2.2 cmt. *d* (2000).

The recorded plat for Maple Ridge Estates I clearly denotes an intention to create an easement along the northern border of Lot 5. Not only is the easement's location and dimension specifically delineated, the precise term "EASEMENT" is used. Moreover, the easement's purpose—ingress and egress — is explicitly noted. *See* Iowa Code § 354.6(2) ("Easements necessary for the orderly development of the land within the plat shall be shown and the purpose of the easement shall be clearly stated."). The Grays' reliance on *Maddox's* requirement of a detailed description of the easement's purpose, therefore, is without merit as ingress egress is sufficiently comprehensive.

Nevertheless, plaintiffs argue that the easement must fail because the plat does not specifically state which property is to be the easement's dominant estate. Where there is a technical deficiency in a land transaction, however, we have held the ambiguity may be resolved by resorting to the intention of the parties as gleaned from the instrument itself and the surrounding circumstances, including subsequent conduct by the parties. *Goss v. Johnson,* 243 N.W.2d 590, 595 (Iowa 1976) (citing *Flynn v. Michigan-Wisconsin Pipeline Co.,* 161 N.W.2d 56, 64-65 (Iowa 1968)).

The instrument and the surrounding circumstances clearly show that the property abutting the east end of the easement is the dominant estate. First, the plat states that the easement's purpose is for ingress and egress and the easement itself connects the eastern property to a public roadway — 59th Street Trail. Thus, on its face, the easement explicitly is designed to provide access to the public highway. This articulated purpose is irreconcilable with the Grays' claim that Lot 5 serves as *both* the servient and dominant estate. Lot 5 already has direct access to

[739 N.W.2d 862]

59th Street Trail, so it would glean no benefit from the easement. Moreover, as easements are extinguished when the dominant and servient estates merge, it would be both

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illogical and impossible to create an easement for the benefit of the same land which the easement burdens. The plat's obvious import, therefore, is that the property to the east of Lot 5, unconnected to the roadway, is the dominant estate.

Second, Randall testified at trial that her purpose in creating an easement on Maple Ridge Estate I plat was to benefit the eastern half of her property. This testimony is consistent with her contemporaneous boundary dispute with the Ricks. Had Randall not prevailed, she would not have had access to her property east of Lot 5.

Third, the plat for Maple Ridge Estates II explicitly points to Lots 3 and 4 as the dominant estates. It may be true, as the Grays claim, that "construing together deeds and mortgages made at different times, by different parties, with different objects, having nothing in common except that they refer to some one or more of adjoining lots with which they are concerned" is ordinarily not sufficient to create an easement. 28A C.J.S. *Easements* § 57 at 235-38 (2007). In this case, however, both plats were filed by a common owner, Randall, prior to her sale of Lot 5, only a few years apart, and for arguably the same purpose. If nothing else, the second plat evidences Randall's intent, as subsequent conduct by the parties, to create an easement over Lot 5 for the benefit of her eastern property.

Finally, it is clear that the Grays are chargeable with actual notice of the easement. Stephen Gray testified that at the time of his purchase of Lot 5 he was provided a copy of the plat for Maple Ridge Estates I. He stated that although an easement was clearly visible on the plat, he could not read the words "ingress" and "egress" because their copy was difficult to read. The Grays mistakenly believed that the easement was for utility purposes only. This court held long ago, however, that

> [o]ne who purchases land with knowledge of facts as would put a prudent person upon inquiry, which, if prosecuted with ordinary diligence, would lead to actual notice of rights claimed adversely by another, is chargeable with the actual notice he would have received.

Johnson v. Chicago B. & Q. R.R., 202 Iowa 1282, 1288-89, 211 N.W. 842, 846 (1927). At the very least, the plat for Maple Ridge Estates I clearly put the Grays on inquiry notice. Additionally, although Stephen Gray denied Randall's testimony that she specifically informed him of the easement during their telephone conversation, the fact that the Grays ultimately placed their fence on the southern border of the easement is strongly suggestive of actual knowledge.

Because we hold that the Maple Ridge Estate I plat established an express easement, we need not address the question of whether an express easement is created by two separate documents under the facts and circumstances presented in this case.

IV. Conclusion.

By specifically providing the location, dimension, and purpose of the easement, the plat for Maple Ridge Estates I created an express easement over the plaintiffs' lot. Any ambiguity, moreover, as to the easement's dominant estate is resolved by resort to the intention of the parties. Both the instrument itself and the surrounding circumstances support a finding of a valid easement.

[739 N.W.2d 863]

DECISION OF COURT OF APPEALS VACATED; DISTRICT COURT JUDGMENT AFFIRMED.

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Aaron Wolfe

From: Joni Starace [Joni@ladenpearsonlaw.com]
Sent: Wednesday, January 27, 2016 2:43 PM
To: Aaron Wolfe; David Wilwerding
Cc: Tim Pearson; Bob Laden
Subject: Coons Height, Plat 2 - Letter of January 8, 2016

Gentlemen,

We have had the opportunity to review Michelle Brott's letter of January 8, 2016 as well as the cases referred therein. Said cases relate to easements, and not to set backs, thus we do not believe they are applicable to the facts and circumstances in this case. Under Ms. Brott's theory, an individual would never be able to replat.

Thank you and should you have further questions, please feel free to contact us.

Tim Pearson
Robert H. Laden
LADEN AND PEARSON, P.C.
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LAW FIRM

REPLY TO DES MOINES OFFICE

March 14, 2016

Ben Bruner
Dickinson, Mackaman, Tyler & Hagen, P.C.
699 Walnut Street, Suite 1600
Des Moines, Iowa 50309-3986

RE: Art Coons/The Forest Residents

Dear Ben:

My clients and I have discussed the status of negotiations with Mr. Coons. In the interests of amicable resolution, we propose that the covenants incorporate the following:

- The primary structure will have at least 1,600 s.f. of residential living space on the first floor;
- Building materials will be consistent with the other primary structures in Coons Heights subdivision;
- And, the restrictions are enforceable by the proposed plat's adjoining property owners, with a prevailing party attorney fee and cost recovery provision.

If this arrangement is not acceptable, then my clients would ask that Mr. Coons consider withdrawing his subdivision request in order to allow my clients to consider Mr. Coons' offer to sell the land and an agreeable price, reflected by the market.

Very truly yours,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

Michele L. Brott

CC: Tim Pearson, City Attorney

#2705120

Aaron Wolfe

From: David Wilwerding
Sent: Wednesday, March 16, 2016 8:25 AM
To: Aaron Wolfe
Subject: Fwd: Counteroffer: Coons/Forest
Attachments: image001.png

Sent from my iPhone

Begin forwarded message:

> **From:** Tim Pearson <Tim@ladenpearsonlaw.com>
> **Date:** March 15, 2016 at 9:10:49 AM CDT
> **To:** Jim Sanders <jsanders@cityofjohnston.com>, David Wilwerding <dwilwerding@cityofjohnston.com>
> **Subject: Fwd: Counteroffer: Coons/Forest**
>
> Fyi
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** "Bruner, Benjamin D." <bbruner@dickinsonlaw.com>
> > **Date:** March 15, 2016 at 7:06:56 AM PDT
> > **To:** Tim Pearson <Tim@ladenpearsonlaw.com>
> > **Cc:** "Brott, Michele L." <MicheleBrott@davisbrownlaw.com>, "Hanigan, Bill E." <BillHanigan@davisbrownlaw.com>
> > **Subject: RE: Counteroffer: Coons/Forest**
> >
> > Michele-
> >
> > I've discussed your letter with my client and in the interests of attempting to resolve this matter via mutual agreement of the parties, my client would counter with the following:
> >
> > ? Restricting the development of a new residence to 1350 square feet of living space on the first floor via the covenants (I believe this is the threshold that is set out in the Forest's covenants);
> > ? Building materials will be consistent with the other primary structures in Coons Heights subdivision and surrounding area;
> >
> > My client is not willing to agree to allow your client(s) to be third party beneficiaries of the covenants or otherwise allow for their enforcement by your clients or any other neighboring property owners. My client is not willing to withdraw his subdivision request and re-states his previous offer to negotiate the sale of the new lot (once final plat is approved) to your client(s) pursuant to the previously offered terms and conditions. Moving forward with the subdivision approval would not preclude your clients' evaluation of such a sale and it in fact would be necessary in order to properly facilitate the creation of such lot to be sold.

Regards,

Benjamin D. Bruner

Dickinson, Mackaman, Tyler & Hagen, P.C.
699 Walnut Street, Suite 1600
Des Moines, Iowa 50309-3986
direct:(515)246-4510
fax: (515)246-4550
bbruner@dickinsonlaw.com
www.dickinsonlaw.com

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IRS Circular 230 Disclosure: Although this written communication may address certain tax issues, it is not intended to constitute a reliance opinion as described in IRS Circular 230 and, therefore, it cannot be relied upon by itself to avoid any tax penalties.

From: Tim Pearson [mailto:Tim@ladenpearsonlaw.com]
Sent: Monday, March 14, 2016 8:39 PM
To: Bruner, Benjamin D.
Cc: Brott, Michele L.; Hanigan, Bill E.
Subject: Re: Counteroffer: Coons/Forest

Thank you both for continuing to try to reach some resolutions in this matter. Could you please let me know any a status report by 8am on Thursday so we can get an update in the council packet for the meeting on 3-21. Thank you
Tim

Sent from my iPhone

On Mar 14, 2016, at 6:09 PM, Bruner, Benjamin D. <bbruner@dickinsonlaw.com> wrote:

> Thanks Michele, and I'll discuss the offer with my client.
>
> ---
>
> **From:** Brott, Michele L. [mailto:MicheleBrott@davisbrownlaw.com]
> **Sent:** Monday, March 14, 2016 5:30 PM
> **To:** Bruner, Benjamin D.
> **Cc:** Tim Pearson; Hanigan, Bill E.
> **Subject:** Counteroffer: Coons/Forest
>
> Ben, Please see the attached correspondence.

<image001.jpg>
Michele L. (Warnock) Brott | Attorney | Telephone: 515-288-2500 | www.DavisBrownLaw.com
The Davis Brown Tower | 215 10th St., Suite 1300 | Des Moines, IA 50309 | Fax: 515-471-7854
Subscribe to Davis Brown's Employment Law Blog

The Davis Brown Law Firm is committed to providing Exceptional Client Service. For a review of the supporting principles, go to www.davisbrownlaw.com/exceptional.

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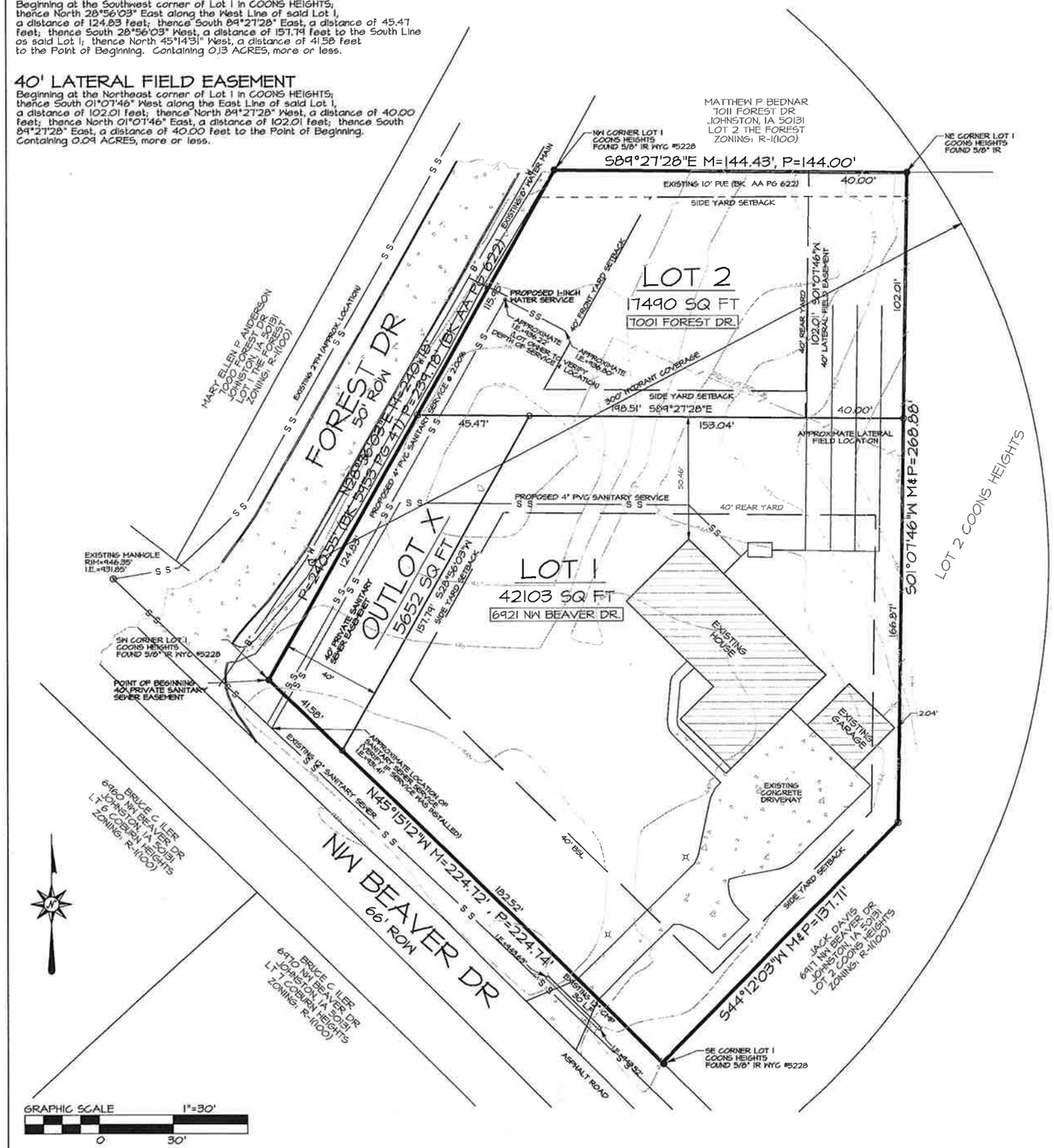
This email has been scanned for email related threats and delivered safely by Mimecast.

40' PRIVATE SANITARY SEWER EASEMENT

Beginning at the Southwest corner of Lot 1 in COONS HEIGHTS; thence North 28°56'03" East along the West Line of said Lot 1, a distance of 124.83 feet; thence South 84°27'28" East, a distance of 45.47 feet; thence South 28°56'03" West, a distance of 157.79 feet to the South Line os said Lot 1; thence North 45°14'31" West, a distance of 41.58 feet to the Point of Beginning. Containing 0.13 ACRES, more or less.

40' LATERAL FIELD EASEMENT

Beginning at the Northeast corner of Lot 1 in COONS HEIGHTS; thence South 01°07'46" West along the East Line of said Lot 1, a distance of 102.01 feet; thence North 84°27'28" West, a distance of 40.00 feet; thence North 01°07'46" East, a distance of 102.01 feet; thence South 84°27'28" East, a distance of 40.00 feet to the Point of Beginning. Containing 0.09 ACRES, more or less.



PRELIMINARY PLAT
COONS HEIGHTS PLAT 2
SHEET 1 OF 1

OWNER/DEVELOPER

ART COONS
6921 NW BEAVER DR.
JOHNSTON, IA 50131
(515) 313-1322

LEGAL DESCRIPTION

LOT 1 IN COONS HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 1.44 ACRES, MORE OR LESS.

NOTES

1. CORNERS SHOWN TO BE SET ON THIS PLAT WILL BE ESTABLISHED WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
2. FEMA FLOOD ZONE INFORMATION:
   ZONE X
   COMMUNITY PANEL NUMBER 19077450004D
   REVISED 7/19/2000
3. ZONING: R-1 (100) SINGLE FAMILY RESIDENTIAL DISTRICT
   FRONT: 40'
   REAR: 40'
   SIDEYARDS: 10' MIN/21' TOTAL
4. NO GRADING OR TREE REMOVAL IS PROPOSED WITH THIS PLAT.
5. EXISTING FENCE CROSSING SOUTH LINE OF LOT 2 SHALL BE REMOVED AT TIME OF CONSTRUCTION ON LOT 2 AT THE OWNER OF LOT 2'S EXPENSE.
6. SEWER SERVICE
   A. AT THE TIME OF INSTALLATION OF THE SEWER SERVICE TO LOT 2 THE SERVICE TO LOT 1 SHALL BE INSTALLED.
   B. AT THE TIME OF INSTALLATION OF THE SEWER SERVICE TO LOT 1 THE EXISTING LATTERAL FIELD FOR LOT 1 WILL BE VACATED ACCORDING TO THE STATE OF IOWA CODE.
   C. THE INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR INSTALLATION OF THEIR OWN SERVICES.

VICINITY SKETCH

CERTIFICATION

I hereby certify that this plat, plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer and Land Surveyor, under the laws of the State of Iowa.

Signed: D.M. PIADENTINI, P.E. & L.S. — Date: 01/19/2016
My registration expires December 31, 2016 — License No. 5228

PROFESSIONAL ENGINEER & LAND SURVEYOR D.M. PIADENTINI 5228 IOWA

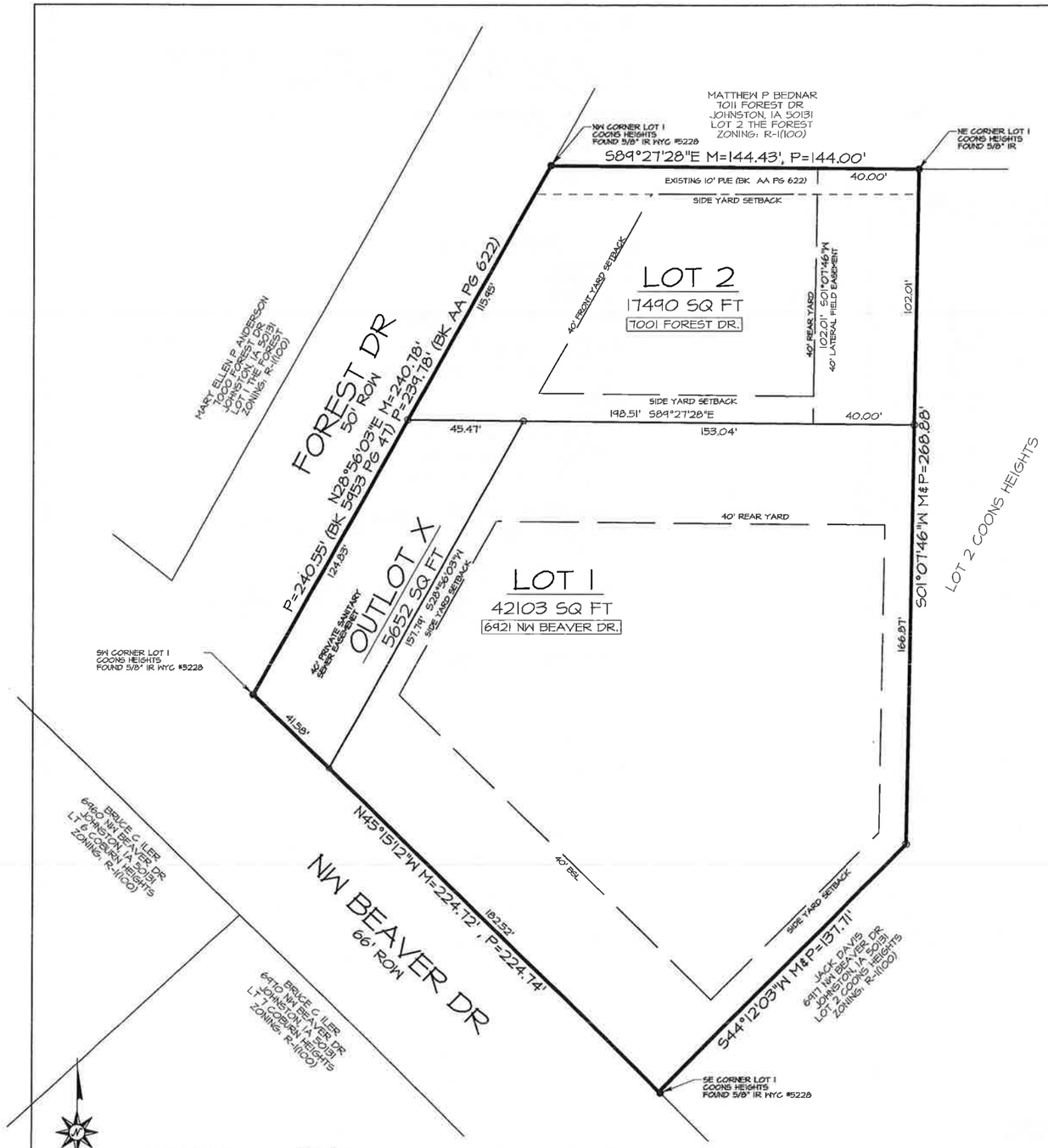
LEGEND

- ● MONUMENT FOUND AS NOTED
- O SET 1/2" IR W/ PINK CAP #5228
- ▲ SECTION CORNER FOUND AS NOTED
- Δ SECTION CORNER SET AS NOTED
- M= MEASURED DISTANCE OR BEARING
- P= RECORDED DISTANCE OF BEARING

AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157
www.aecofiowa.com

PROJECT #: 206154

FIRST SUBMITTAL DATE: 12/1/15



FINAL PLAT

COONS HEIGHTS PLAT 2

SHEET 1 OF 1

OWNER/DEVELOPER

ART COONS
6921 NW BEAVER DR.
JOHNSTON, IA 50131
(515) 313-1322

LEGAL DESCRIPTION

LOT 1 IN COONS HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 1.49 ACRES, MORE OR LESS.

NOTES

1. CORNERS SHOWN TO BE SET ON THIS PLAT WILL BE ESTABLISHED WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
2. FEMA FLOOD ZONE INFORMATION:
   ZONE X
   COMMUNITY PANEL NUMBER 19077450004D
   REVISED 7/19/2000
3. ZONING: R-1 (100) SINGLE FAMILY RESIDENTIAL DISTRICT
   FRONT: 40'
   REAR: 40'
   SIDEYARDS: 10' MIN/21' TOTAL
4. NO GRADING OR TREE REMOVAL IS PROPOSED WITH THIS PLAT.
5. EXISTING FENCE CROSSING SOUTH LINE OF LOT 2 SHALL BE REMOVED AT TIME OF CONSTRUCTION ON LOT 2 AT THE OWNER OF LOT 2'S EXPENSE.
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   C. THE INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR INSTALLATION OF THEIR OWN SERVICES.

CERTIFICATION

I hereby certify that this plat, plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer and Land Surveyor, under the laws of the State of Iowa.

Signed Date

01/19/2016

D.M. PIANENTINI, P.E. & L.S. License No. 5228

My registration expires December 31, 2016

PROFESSIONAL ENGINEER LICENSED D.M. PIANENTINI 5228 IOWA

LEGEND

- ● MONUMENT FOUND AS NOTED
- ⊙ SET 1/2" IR W/ PINK CAP #5228
- ▲ SECTION CORNER FOUND AS NOTED
- △ SECTION CORNER SET AS NOTED
- M= MEASURED DISTANCE OR BEARING
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AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157

www.aecofiowa.com
PROJECT #: 206154

FIRST SUBMITTAL DATE: 12/7/15

ITEM NO. 9F

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
March 21, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached for your review is the list of claims for payment in the amount of $1,208,663.24
FISCAL IMPACT:	Money is available to pay claims in the amount of $1,208,663.24
RECOMMENDATION:	By motion approve payment of claims in the amount of $1,208,663.24

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC	ALL DAY HOMES LLC	311-106000-01	WATER O/M	NON-DEPARTMENTAL	69.91
	AVAUX, PAMELA	AVAUX, PAMELA:DEPOSIT RETU	GENERAL FUND	SIMPSON BARN	357.50
	BAKER, MEREDITH	DEPOSIT RETURN	GENERAL FUND	SIMPSON BARN	520.00
	DAVIS EQUIPMENT	DAVIS EQUIPMENT:DEPOSIT RE	GENERAL FUND	SIMPSON BARN	325.00
	GOWEY, RHONDA	GOWEY, RHONDA:DEPOSIT RETU	GENERAL FUND	CROWN POINT	227.50
	HUBBELL CONSTRUCTION	203-109600-00	WATER O/M	NON-DEPARTMENTAL	21.27
				TOTAL:	1,521.18
AGRILAND FS, INC		Spring Fertilizer	GENERAL FUND	PARKS & TRAILS	8,894.60
		Fertilizer pre emerg	GENERAL FUND	PARKS & TRAILS	840.00
				TOTAL:	9,734.60
AHLERS & COONEY PC		EMPLOYMENT LAW RETAINER	GENERAL FUND	LEGAL	1,650.00
		LEGALS-DOW-DUPONT-PIONEER	T.I.F. #3 NW 62ND	ECONOMIC DEVELOPMENT	1,100.00
		LEGALS - PIONEER TIF	T.I.F. #3 NW 62ND	ECONOMIC DEVELOPMENT	168.50
		WEST CENTRAL TIF-AMENDMNT	T.I.F. #6 WEST CEN	ECONOMIC DEVELOPMENT	188.50
				TOTAL:	3,107.00
AIRGAS USA, LLC		SAFETY GLASSES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	6.23
		SAFETY GLASSES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	6.23
		SAFETY GLASSES	WATER O/M	WATER	6.23
		SAFETY GLASSES	SEWER O/M	WASTEWATER	6.22
				TOTAL:	24.91
ALEXIS FIRE EQUIPMENT CO.		VEHICLE PART - DRAIN VALVE	GENERAL FUND	FIRE	100.29
				TOTAL:	100.29
ALLIANCE CONNECT, LLC		INTERNET SERVICES- STAT. 4	GENERAL FUND	FIRE	111.08
		INTERNET SERVICES- STAT. 4	GENERAL FUND	AMBULANCE	111.08
				TOTAL:	222.16
ALLIANCE CONSTRUCTION GROUP		NW 70TH IMP.-86TH ST TO WC 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	5,532.80
		NW 70TH IMP.-86TH ST TO WC 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	19,547.20
		NW 70TH IMP.-86TH ST TO WC 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	4,750.00
		NW 70TH IMP.-86TH ST TO WC 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	2,802.50
		NW 70TH IMP.-86TH ST TO WC 70TH AVE IMP (86TH		WATER MAIN	39,330.00
		NW 70TH IMP.-86TH ST TO WC 70TH AVE IMP (86TH		SANITARY SEWER	9,757.17
				TOTAL:	81,719.67
AMERICAN PUBLIC WORKS ASSOCIATION		ADDL' MEMBER DUES-PRORATED	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	122.72
				TOTAL:	122.72
AMERICAN WATER WORKS ASSOCIATION		ANNUAL AWWA MEMBER DUES-CU	WATER O/M	WATER	360.00
				TOTAL:	360.00
ARAMARK UNIFORM SERVICES		UNIFORMS	GENERAL FUND	PARKS & TRAILS	165.06
		UNIFORMS	GENERAL FUND	PARKS & TRAILS	169.11
		UNIFORMS	GENERAL FUND	PARKS & TRAILS	169.11
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.45
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.45
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.45
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	199.83
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	205.89
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	205.89
		UNIFORMS	WATER O/M	WATER	59.67
		UNIFORMS	WATER O/M	WATER	60.62

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	UNIFORMS	WATER O/M	WATER	83.18
	UNIFORMS	SEWER O/M	WASTEWATER	59.66
	UNIFORMS	SEWER O/M	WASTEWATER	60.61
	UNIFORMS	SEWER O/M	WASTEWATER	83.18
			TOTAL:	1,535.16
ARDICK EQUIPMENT CO INC	VARIOUS STREET SIGNS	ROAD USE TAX	TRAFFIC CONTROL	216.00
	VARIOUS STREET SIGNS	ROAD USE TAX	TRAFFIC CONTROL	203.50
			TOTAL:	419.50
ARNOLD MOTOR SUPPLY, LLP	ANTIFREEZE	GENERAL FUND	FIRE	29.86
	FUEL FILTERS	GENERAL FUND	FIRE	23.46
	FUEL FILTERS	GENERAL FUND	AMBULANCE	23.46
	JUMPER WIRE TOOL	GENERAL FUND	PARKS & TRAILS	37.95
	FUEL FILTERS	GENERAL FUND	PARKS & TRAILS	47.37
	AIR FILTERS	GENERAL FUND	PARKS & TRAILS	55.29
	SPARK PLUGS	GENERAL FUND	PARKS & TRAILS	20.30
	ANTIFREEZE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	59.72
	SHOP TOOL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	37.95
	OIL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	53.88
	OIL	WATER O/M	WATER	53.88
			TOTAL:	443.12
BACKFLOW SOLUTIONS, INC	BSI ONLINE SUBSCRIPTION FE	WATER O/M	WATER	495.00
			TOTAL:	495.00
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	128.52
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	1,168.63
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	1.99
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	286.20
			TOTAL:	1,585.34
BROWNELLS INC	GUN SAFE	GENERAL FUND	POLICE	599.99
			TOTAL:	599.99
BUSINESS FURNITURE WAREHOUSE	FURNITURE RENTAL-CENSUS OF	GENERAL FUND	ECONOMIC DEVELOPMENT	700.00
			TOTAL:	700.00
CAPITAL CITY EQUIPMENT CO	AIR AND OIL FILTERS	GENERAL FUND	PARKS & TRAILS	78.10
	HYDRAULIC FITTINGS & COUPL	GENERAL FUND	PARKS & TRAILS	83.59
			TOTAL:	161.69
CARPENTER UNIFORM COMPANY	VEST FOR SIEMBIEDA	GENERAL FUND	POLICE	795.00
	VEST FOR AGAN	GENERAL FUND	POLICE	675.00
	UNIFORM BOOTS	GENERAL FUND	FIRE	50.00
	UNIFORM BOOTS	GENERAL FUND	AMBULANCE	50.00
			TOTAL:	1,570.00
CENTURY LINK	PHONE SERVICES - PSB	GENERAL FUND	POLICE	60.09
	T-1 LINE - PSB	GENERAL FUND	POLICE	262.50
	PHONE SERVICES - PSB	GENERAL FUND	FIRE	27.18
	T-1 LINE - PSB	GENERAL FUND	FIRE	118.75
	PHONE SERVICES - PSB	GENERAL FUND	AMBULANCE	27.18
	T-1 LINE - PSB	GENERAL FUND	AMBULANCE	118.75
	PHONE SERVICES - CITY BLDG	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	121.51
	PHONE SERVICES - CITY BLDG	GENERAL FUND	LIBRARY	120.51

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PHONE SERVICES - CITY BLDG	GENERAL FUND	PARKS & TRAILS	120.51
	PHONE SERVICES - CITY BLDG	GENERAL FUND	BUILDING & HOUSING	120.51
	PHONE SERVICES - CITY BLDG	GENERAL FUND	PLANNING & ZONING	120.51
	PHONE SERVICES - CITY BLDG	GENERAL FUND	CITY HALL	121.25
	PHONE SERVICES - CITY BLDG	WATER O/M	WATER	121.51
	PHONE SERVICES - CITY BLDG	SEWER O/M	WASTEWATER	121.51
			TOTAL:	1,582.27
CINTAS CORPORATION #762	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	113.20
			TOTAL:	113.20
COMMUNICATION INNOVATORS, INC.	PHONE/NETWORK MAINT. SERVI	GENERAL FUND	POLICE	237.31
	PD VOICE RECORDING	GENERAL FUND	POLICE	95.35
	INTERCOM REPAIR SERVICES	GENERAL FUND	POLICE	170.00
	PHONE/NETWORK MAINT. SERVI	GENERAL FUND	FIRE	107.35
	ANNUAL PHONE SYSTEM MAINT.	GENERAL FUND	FIRE	297.00
	PHONE/NETWORK MAINT. SERVI	GENERAL FUND	AMBULANCE	107.35
	ANNUAL PHONE SYSTEM MAINT.	GENERAL FUND	AMBULANCE	297.00
	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:	2,169.96
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	ELECTRICAL SUPPLIES - STAT	GENERAL FUND	FIRE	25.57
	ELECTRICAL SUPPLIES - STAT	GENERAL FUND	AMBULANCE	25.57
	SUPPLIES TO POWER ICE MACH	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	115.88
	LIGHT BULBS & PHOTE EYE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	373.45
	ELECTRICAL SUPPLIES-BRINE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	33.04
			TOTAL:	573.51
COPY SYSTEMS INC	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	268.19
	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	293.41
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	36.03
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	32.83
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	36.03
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	32.82
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	27.63
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	19.06
			TOTAL:	746.00
CSB INSURANCE	GENERAL, AUTO & IM INSURAN	GENERAL FUND	FIRE	15,310.20
	WORKER'S COMP INS AUDIT 14	GENERAL FUND	FIRE	173,219.00
	LIABILITY INS. AUDIT 4/1/1	GENERAL FUND	FIRE	4,757.57
	GENERAL, AUTO & IM INSURAN	GENERAL FUND	AMBULANCE	15,310.20
	WORKER'S COMP INS AUDIT 14	GENERAL FUND	AMBULANCE	173,219.00
	LIABILITY INS. AUDIT 4/1/1	GENERAL FUND	AMBULANCE	4,757.57
	GENERAL, AUTO & IM INSURAN	GENERAL FUND	PROPERTY,WORK COMP,INS	168,371.74
	WORKER'S COMP INS AUDIT 14	GENERAL FUND	PROPERTY,WORK COMP,INS	28,957.00
	LIABILITY INS. AUDIT 4/1/1	GENERAL FUND	PROPERTY,WORK COMP,INS	49,238.08
	WORKER'S COMP INS AUDIT 14	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	32,905.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GENERAL, AUTO & IM INSURAN	WATER O/M	WATER	12,557.93
	WORKER'S COMP INS AUDIT 14	WATER O/M	WATER	9,055.00
	LIABILITY INS. AUDIT 4/1/1	WATER O/M	WATER	3,869.89
	GENERAL, AUTO & IM INSURAN	SEWER O/M	WASTEWATER	12,557.93
	WORKER'S COMP INS AUDIT 14	SEWER O/M	WASTEWATER	5,269.00
	LIABILITY INS. AUDIT 4/1/1	SEWER O/M	WASTEWATER	3,869.89
			TOTAL:	713,225.00
CUMMINS CENTRAL POWER	VEHICLE REPAIR	GENERAL FUND	FIRE	50.00
	VEHICLE REPAIR	GENERAL FUND	AMBULANCE	50.00
			TOTAL:	100.00
CYNDEE RHAMES	REIMBURSE- VAUGHN OPEN HSE	GENERAL FUND	CITY ADMINISTRATOR	71.09
			TOTAL:	71.09
DAN'S OVERHEAD DOOR & MORE	MAINT/SERVICE - OVERHEAD D	GENERAL FUND	POLICE	260.00
	MAINT/SERVICE - OVERHEAD D	GENERAL FUND	FIRE	260.00
	MAINT/SERVICE - OVERHEAD D	GENERAL FUND	AMBULANCE	260.00
			TOTAL:	780.00
DASH MEDICAL GLOVES	SAFETY GLOVES	WATER O/M	WATER	38.45
	SAFETY GLOVES	SEWER O/M	WASTEWATER	38.45
			TOTAL:	76.90
DEBRA SMITH	REIMBURSE- VAUGHN RETIREME	GENERAL FUND	POLICE	25.20
			TOTAL:	25.20
DES MOINES LOCK SERVICE INC	LOCK/KEY SET FOR BARN	GENERAL FUND	SIMPSON BARN	28.50
			TOTAL:	28.50
DES MOINES REGISTER MEDIA	1/21/16 LIBRARY CLAIMS	GENERAL FUND	POLICE	18.54
	1/21/16 LIBRARY CLAIMS	GENERAL FUND	LIBRARY	44.18
	1/21/16 LIBRARY CLAIMS	GENERAL FUND	PARKS & TRAILS	133.90
	1/19/16 & 2/2/16 MTG MINUT	GENERAL FUND	CITY CLERK	670.87
	GOAL SETTING PUBLIC NOTICE	GENERAL FUND	CITY CLERK	23.77
	1/19 & 2/2 COUNCIL CLAIMS	GENERAL FUND	FINANCE	242.63
	2016A DEBT PH NOTICES	GENERAL FUND	FINANCE	171.96
	BUDGET PH NOTICE	GENERAL FUND	FINANCE	149.06
	JAN. TREASURER REPORT	GENERAL FUND	FINANCE	69.81
	NW 60TH AVE, NOTICE TO BID	MERLE HAY EAST IMP	ROADS, BRIDGES	138.17
	ORD. NO. 939	WATER O/M	WATER	33.85
			TOTAL:	1,696.74
DES MOINES WATER WORKS	WATER SERVICE-5136 MHR	WATER O/M	WATER	97,647.45
	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	50,816.53
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
			TOTAL:	148,613.98
DEWEY FORD	SOCKET ASSEMBLY KIT	GENERAL FUND	POLICE	438.66
	RELAY SWITCH	GENERAL FUND	POLICE	17.39
	RELAY SWITCH	GENERAL FUND	POLICE	17.39
	WIPER BLADES	GENERAL FUND	POLICE	20.28
	COOLANT LEAK REPAIR	GENERAL FUND	AMBULANCE	420.21

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRANSMISSION REPAIR #104	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	607.35
			TOTAL:	1,521.28
DIAMOND OIL COMPANY	FUEL	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	6,327.47
	FUEL	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	1,759.47
	FUEL	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	80.08
	FUEL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	2,236.15
			TOTAL:	10,403.17
DOG WASTE DEPOT	DOGGIE WASTE BAGS	GENERAL FUND	PARKS & TRAILS	201.00
			TOTAL:	201.00
DORRIAN HEATING & COOLING	FURNACE PARTS & REPAIR- CP	GENERAL FUND	CROWN POINT	258.77
	FURNACE PARTS & REPAIR- CP	GENERAL FUND	CROWN POINT	322.44
			TOTAL:	581.21
ECHO SYSTEMS	SUPPORT HANGERS-ICE MACHIN	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	46.40
	LIGHTS FOR WATER TOWER	WATER O/M	WATER	863.22
	ELECTRICAL SUPPLIES-WTR TO	WATER O/M	WATER	7.23
			TOTAL:	916.85
ELECTRICAL ENGINEERING & EQUIPMENT	GRIP NUT W/ SPRING-BRINE P	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	4.67
			TOTAL:	4.67
ELECTRONIC ENGINEERING COMPANY	MICRON AND RADIO TOWER SER	GENERAL FUND	EMERGENCY MANAGEMENT	144.00
	MICRON AND RADIO TOWER SER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	165.60
	MICRON AND RADIO TOWER SER	GENERAL FUND	PARKS & TRAILS	165.60
	RADIO REPAIR & BATTERY	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	112.00
	MICRON AND RADIO TOWER SER	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	165.60
	MICRON AND RADIO TOWER SER	WATER O/M	WATER	165.60
	MICRON AND RADIO TOWER SER	SEWER O/M	WASTEWATER	165.60
			TOTAL:	1,084.00
FERRELLGAS	PROPANE CYLINDER REFILL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	55.29
			TOTAL:	55.29
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC	GENERAL ENG. SERVICES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	588.00
	FIBER CONNECTION -CROWN PO	GENERAL FUND	PARKS & TRAILS	4,266.10
	JOHNSTON DEVELOPMENT REVIE	GENERAL FUND	PLANNING & ZONING	2,431.50
	MERLE HAY RD GATEWAY PROJ.	T.I.F. #1 EAST CEN	ECONOMIC DEVELOPMENT	220.80
	MERLE HAY RD GATEWAY PROJ.	T.I.F. #1 EAST CEN	ECONOMIC DEVELOPMENT	2,013.70
	NW 62ND AVE WCL CONSTRUCTI	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	124.13
	NW 63RD PLACE EXTENSION	NW 64th & 63rd PL	ROADS, BRIDGES, SIDEWA	2,798.50
	JOHNSTON FIBER PROJ. PH. 3	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	1,593.60
	FIBER OPTIC PROJ. PH. 3-CO	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	6,594.50
	NW 55TH AVE IMPROVEMENTS P	MERLE HAY EAST IMP	ROADS, BRIDGES	4,662.53
	NW 57TH AVE IMPROVEMENTS P	MERLE HAY EAST IMP	ROADS, BRIDGES	4,024.46
	NW 60TH AVE IMPROVEMNTS PH	MERLE HAY EAST IMP	ROADS, BRIDGES	400.00
	NW 86TH ST TRAFFIC SIGNALS	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	1,097.04
	MHR TRAFFIC SINGAL INTERCO	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	891.64
	GREENWOOD HILLS GREENBELT	2014 WETLAND MITIG	STORM DRAINAGE	5,510.50
			TOTAL:	37,217.00
GENERAL FIRE & SAFETY EQUIPMENT	FIRE EXIT DECALS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	40.00
			TOTAL:	40.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GRAHAM TIRE	TIRES - PATROL SUV	GENERAL FUND	POLICE	632.25
			TOTAL:	632.25
GREAT AMERICA FINANCIAL SERVICES CORP.	COPIER LEASE AND COPIES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	56.60
	COPIER LEASE AND COPIES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	56.60
	COPIER LEASE AND COPIES	WATER O/M	WATER	56.60
	COPIER LEASE AND COPIES	SEWER O/M	WASTEWATER	56.60
			TOTAL:	226.40
GREEDY INVESTMENTS, LLC	TEMP. EASEMENT- 57TH IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	790.77
			TOTAL:	790.77
HAWKEYE TRUCK EQUIPMENT	AIR CYLINDER & CLEVIS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	148.00
			TOTAL:	148.00
HD SUPPLY WATERWORKS	HYDRANT EXTENSION KIT	WATER O/M	WATER	708.11
	FIRE HYDRANT PURCHASE	WATER O/M	WATER	2,150.00
			TOTAL:	2,858.11
HILLYARD/DES MOINES	JANITOIRIAL SUPPLIES	GENERAL FUND	FIRE	129.67
	CLEANING SUPPLIES	GENERAL FUND	FIRE	81.28
	JANITOIRIAL SUPPLIES	GENERAL FUND	AMBULANCE	129.66
	CLEANING SUPPLIES	GENERAL FUND	AMBULANCE	81.28
			TOTAL:	421.89
HIRE QUALITY SOLUTIONS	TEMP. SERVICES - DAVIS	GENERAL FUND	BUILDING & HOUSING	868.00
	TEMP. SERVICES - DAVIS	GENERAL FUND	BUILDING & HOUSING	173.60
			TOTAL:	1,041.60
HUBBELL REALTY CO.	REFUND- CADENCE PARK FEES	PARK & TRAIL IMPRO	PARKS & TRAILS	23,288.30
			TOTAL:	23,288.30
HUSSMANN SERVICES CORP.	ICE MACHINE CLEANER CARTRI	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	73.14
			TOTAL:	73.14
HUTCHINSON, NIC	BOOT REIMBURSEMENT	GENERAL FUND	FIRE	50.00
	BOOT REIMBURSEMENT	GENERAL FUND	AMBULANCE	50.00
			TOTAL:	100.00
INFOMAX OFFICE SYSTEMS	COPIER MAINT. & COPIES	GENERAL FUND	PARKS & TRAILS	144.34
			TOTAL:	144.34
INTERSTATE ALL BATTERY CENTER	BATTERIES	GENERAL FUND	FIRE	8.99
			TOTAL:	8.99
INTOXIMETERS	DRYGAS & REGULATOR	GENERAL FUND	POLICE	240.62
			TOTAL:	240.62
IOWA ONE CALL	ONE CALL LOCATES	WATER O/M	WATER	92.70
	ONE CALL LOCATES	SEWER O/M	WASTEWATER	92.70
			TOTAL:	185.40
IOWA PUMP WORKS	Install Labor Charge	GENERAL FUND	CROWN POINT	487.50
	Pump for Lift Station	GENERAL FUND	CROWN POINT	3,133.82
			TOTAL:	3,621.32

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA SIGNAL, INC	SERVICE CALL- MHR & QUICK	ROAD USE TAX	TRAFFIC CONTROL	75.00
	TEMP TRAFFIC SIGNALS- 70TH	ROAD USE TAX	TRAFFIC CONTROL	400.00
			TOTAL:	475.00
JOHNSTON ACE HARDWARE	CLEANING SUPPLIES-PATROL C	GENERAL FUND	POLICE	11.97
	ICE SCRAPERS	GENERAL FUND	POLICE	17.97
	DRILL BITS	GENERAL FUND	POLICE	7.98
	MAGNETS AND MAGNETIC STRIP	GENERAL FUND	FIRE	8.99
	CABLESNAKE FISHTAPE	GENERAL FUND	FIRE	8.50
	SPATULA AND SPRAY NOZZLE	GENERAL FUND	FIRE	8.49
	WATER FILTER & CLEANING SU	GENERAL FUND	FIRE	28.49
	GROMMETS, NUTS & BOLTS	GENERAL FUND	FIRE	23.13
	BULK STRAP	GENERAL FUND	FIRE	4.14
	LIGHT BULBS AND ROUND ROD	GENERAL FUND	FIRE	6.49
	MAGNETS AND MAGNETIC STRIP	GENERAL FUND	AMBULANCE	8.98
	CABLESNAKE FISHTAPE	GENERAL FUND	AMBULANCE	8.49
	SPATULA AND SPRAY NOZZLE	GENERAL FUND	AMBULANCE	8.49
	WATER FILTER & CLEANING SU	GENERAL FUND	AMBULANCE	28.49
	LIGHT BULBS AND ROUND ROD	GENERAL FUND	AMBULANCE	6.49
	PAINT BRUSHES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	7.95
	PAINT BRUSHES & MASKING TA	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	17.98
	PAINT BRUSH	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	5.99
	PAINT SHIELD & FROG TAPE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	19.98
	SANDPAPER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	9.98
	SANDSCREEN	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	4.99
	COPPER TUBE, TORCH HEAD, E	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	56.61
	STRAP	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	1.74
	CABLESTRAP, COVER BOX ,ELE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	15.41
	20 AMP BREAKER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	8.99
	HEX BUSHING AND APAPTER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	9.48
	ANCHOR BOLT	GENERAL FUND	LIBRARY	1.52
	SPACKLE FOR DRYWALL REPAIR	GENERAL FUND	LIBRARY	9.99
	TEXTURE SPRAY- DRYWALL REP	GENERAL FUND	LIBRARY	16.99
	SHOPVAC FILTER	GENERAL FUND	LIBRARY	19.99
	CHAIN SNAP LINK	GENERAL FUND	SIMPSON BARN	9.96
	GRID WIRE	GENERAL FUND	CITY HALL	4.47
	BATTERY FOR BAY DOOR OPENE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	5.99
	PIN AND HAIN PIN	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	6.67
	CORDED HEX PLUG	WATER O/M	WATER	5.98
	CHISEL	WATER O/M	WATER	3.50
	CHISEL	SEWER O/M	WASTEWATER	3.49
			TOTAL:	434.74
KADETH, INC	COMPUTER MAINT.	GENERAL FUND	POLICE	460.00
			TOTAL:	460.00
KELTEK INCORPORATED	DOCKING STATION FOR COMPUT	GENERAL FUND	AMBULANCE	475.47
			TOTAL:	475.47
KEYSTONE LABORATORIES	MONTHLY WATER ANALYSIS	WATER O/M	WATER	670.00
			TOTAL:	670.00
KING DELIVERY SERVICE	FEBRUARY CHARGES	GENERAL FUND	CITY HALL	8.86
			TOTAL:	8.86
LADEN & PEARSON P C	MONTHLY RETAINER FEE	GENERAL FUND	POLICE	1,200.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MONTHLY RETAINER FEE	GENERAL FUND	LEGAL	3,800.00
			TOTAL:	5,000.00
LASER RESOURCES	PRINTER MAINT. & COPIES	WATER O/M	WATER	40.05
	PRINTER MAINT. & COPIES	SEWER O/M	WASTEWATER	40.04
			TOTAL:	80.09
LEXIS NEXIS RISK MANAGEMENT INC.	SEARCH ENGINE FEE	GENERAL FUND	POLICE	40.00
			TOTAL:	40.00
LOGAN CONTRACTORS SUPPLY INC	SEALING TIPS - FOR CRACKS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	74.75
	REPAIR TO CHIPPING HAMMER	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	123.18
			TOTAL:	197.93
MDS RECORDS	OFFSITE STORAGE SERVICES	GENERAL FUND	POLICE	84.79
	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	16.98
	OFFSITE STORAGE SERVICES	GENERAL FUND	PLANNING & ZONING	16.39
	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	23.00
	OFFSITE STORAGE SERVICES	SEWER O/M	WASTEWATER	23.00
			TOTAL:	221.63
MENARDS ANKENY	BLDG. REPAIR - OUTLET	GENERAL FUND	FIRE	15.98
	NEW REFRIGERATOR	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	989.10
			TOTAL:	1,005.08
MENARDS CLIVE	STEEL SHELVING FOR THE BAR	GENERAL FUND	SIMPSON BARN	259.46
	SHELVING MATERIALS - THE B	GENERAL FUND	SIMPSON BARN	77.54
	SUPPLIES/STRAPS-TENNIS COU	GENERAL FUND	CROWN POINT	60.63
	RETURN- TENNIS COURT STRAP	GENERAL FUND	CROWN POINT	24.35-
			TOTAL:	373.28
MID AMERICAN ENERGY	6373 MERLE HAY RD - PSB	GENERAL FUND	POLICE	1,340.65
	5604 NW 87TH ST - SIREN	GENERAL FUND	EMERGENCY MANAGEMENT	12.48
	9425 NW NEWGATE	GENERAL FUND	EMERGENCY MANAGEMENT	17.80
	9001 NW BEAVER	GENERAL FUND	EMERGENCY MANAGEMENT	17.80
	7001 NW BEAVER	GENERAL FUND	EMERGENCY MANAGEMENT	11.93
	5501 NW 57TH	GENERAL FUND	EMERGENCY MANAGEMENT	11.46
	9706 VALLEY PKWY - SIREN	GENERAL FUND	EMERGENCY MANAGEMENT	17.80
	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	371.08
	6373 MERLE HAY RD - PSB	GENERAL FUND	FIRE	606.48
	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	371.08
	6373 MERLE HAY RD - PSB	GENERAL FUND	AMBULANCE	606.48
	6400 NW BEAVER DR-MAIN BLD	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	90.94
	6400 NW BEAVER-STREET SHOP	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	1,562.64
	6400 NW BEAVER DR BLDG A	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	0.00
	6700 MERLE HAY ROAD	GENERAL FUND	LIBRARY	5,048.00
	5225 NW 64TH	GENERAL FUND	PARKS & TRAILS	67.91

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	6400 NW BEAVER-PARKS BLDG	GENERAL FUND	PARKS & TRAILS	643.49
	5820 NW 86TH	GENERAL FUND	PARKS & TRAILS	20.64
	6400 NW BEAVER DR-MAIN BLD	GENERAL FUND	PARKS & TRAILS	90.94
	5964 WINWOOD	GENERAL FUND	PARKS & TRAILS	125.99
	5701 COLUMBINE	GENERAL FUND	PARKS & TRAILS	171.90
	6400 PIONEER	GENERAL FUND	PARKS & TRAILS	0.00
	7500 NW 54TH AVE	GENERAL FUND	PARKS & TRAILS	39.66
	7376 NW 54TH AVE	GENERAL FUND	PARKS & TRAILS	10.00
	6169 NORTHGLENN BARN	GENERAL FUND	SIMPSON BARN	89.42
	6191 NORTHGLENN	GENERAL FUND	SIMPSON BARN	337.96
	6161 NORTHGLENN	GENERAL FUND	SIMPSON BARN	225.36
	6300 PIONEER	GENERAL FUND	CROWN POINT	919.32
	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	48.41
	7205 NW 107TH ST	GENERAL FUND	CITY ADMINISTRATOR	70.95
	6221 MERLE HAY ROD	GENERAL FUND	CITY HALL	1,912.18
	7303 NW 62ND AVE	ROAD USE TAX	STREET LIGHTING	0.00
	5398 NW 86TH	ROAD USE TAX	STREET LIGHTING	27.83
	9213 NEWGATE	ROAD USE TAX	STREET LIGHTING	55.60
	8601 NW NEWGATE	ROAD USE TAX	STREET LIGHTING	184.20
	10001 NW 70TH	ROAD USE TAX	STREET LIGHTING	129.19
	8500 NW 62ND	ROAD USE TAX	STREET LIGHTING	180.54
	5402 FOXBORO	ROAD USE TAX	STREET LIGHTING	95.21
	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	299.63
	8691 LYNDHURST	ROAD USE TAX	STREET LIGHTING	49.58
	6998 NW 86TH	ROAD USE TAX	STREET LIGHTING	76.95
	STREET LIGHTS	ROAD USE TAX	STREET LIGHTING	18,383.18
	6112 CRESCENT CHASE	ROAD USE TAX	STREET LIGHTING	298.74
	8599 WINDSOR	ROAD USE TAX	STREET LIGHTING	75.20
	5722 NW 86TH ST- STR. LGT	ROAD USE TAX	STREET LIGHTING	35.16
	7301 NW 62ND AVE	ROAD USE TAX	TRAFFIC CONTROL	0.00
	6600 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	49.19
	6748 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	11.50
	5171 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	51.57
	6150 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	21.89
	6198 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	36.46
	6705 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	17.34
	5401 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	26.74
	6203 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	17.70
	5561 NW 86TH ST	ROAD USE TAX	TRAFFIC CONTROL	38.91
	5988 NW 100TH ST FL	ROAD USE TAX	TRAFFIC CONTROL	11.35
	7098 NW 70TH	ROAD USE TAX	TRAFFIC CONTROL	43.40
	5862 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	94.64
	5201 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	42.83
	5801 NW 70TH	ROAD USE TAX	TRAFFIC CONTROL	50.69
	6503 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	144.16
	6191 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	24.58
	5603 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	46.29
	5923 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	32.90
	5398 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	18.18
	5748 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	41.90
	5827 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	46.55

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7249 NW 54TH AVE	ROAD USE TAX	TRAFFIC CONTROL	10.00
	7887 NW 62ND AVE-TUNNEL LI	ROAD USE TAX	TRAFFIC CONTROL	77.86
	7418 NW 62ND AVE - SURV. C	ROAD USE TAX	TRAFFIC CONTROL	26.44
	6198 NW 100TH ST - SIGNAL	ROAD USE TAX	TRAFFIC CONTROL	24.52
	5134 MERLE HAY ROAD	WATER O/M	WATER	23.87
	7789 NW BEAVER	WATER O/M	WATER	655.07
	6144 NW 86TH	WATER O/M	WATER	333.14
	6900 PIONEER	WATER O/M	WATER	17.07
	5625 NW 100TH	WATER O/M	WATER	116.89
	6640 MERLE HAY RD	WATER O/M	WATER	690.46
	5102 NW BEAVER	WATER O/M	WATER	0.00
	7821 NW 54TH	WATER O/M	WATER	837.94
	6600 NW BEAVER	WATER O/M	WATER	11.29
	6400 NW BEAVER DR-MAIN BLD	WATER O/M	WATER	90.94
	5136 MERLE HAY ROAD	WATER O/M	WATER	10.00
	6400 NW BEAVER DR - WTR/SW	WATER O/M	WATER	363.85
	5277 NW BEAVER	WATER O/M	WATER	11.97
	8688 NW BEAVER DR - PUMP	WATER O/M	WATER	44.93
	8418 LAKEVIEW	SEWER O/M	WASTEWATER	74.04
	8708 OVERLOOK CT	SEWER O/M	WASTEWATER	92.16
	6400 NW BEAVER DR-MAIN BLD	SEWER O/M	WASTEWATER	90.93
	8716 NW 84TH	SEWER O/M	WASTEWATER	179.45
	6400 NW BEAVER DR - WTR/SW	SEWER O/M	WASTEWATER	363.85
	5817 WINWOOD	SEWER O/M	WASTEWATER	0.00
	6601 NW BEAVER	SEWER O/M	WASTEWATER	41.27
	7605 NW 107TH STREET	SEWER O/M	WASTEWATER	0.00
	8414 LAKEVIEW DRIVE	SEWER O/M	WASTEWATER	11.17
	7605 NW 107TH STREET	SEWER O/M	WASTEWATER	73.92
	10628 CANTERBURY PL-LIFT S	SEWER O/M	WASTEWATER	60.86
			TOTAL:	39,954.42
MIDWEST ALARM SERVICES	FIRE ALARM SERVICE-CROWN P	GENERAL FUND	CROWN POINT	327.84
			TOTAL:	327.84
MIDWEST AUTOMATIC FIRE SPRINKLER CO.	FIRE SPRINKLER SERVICES/RE	GENERAL FUND	CITY HALL	1,051.12
			TOTAL:	1,051.12
MSC INDUSTRIAL SUPPLY CO.	FIRE STATION TOOLS/SUPPLIE	GENERAL FUND	FIRE	66.86
	FIRE STATION TOOLS/SUPPLIE	GENERAL FUND	AMBULANCE	66.85
			TOTAL:	133.71
MUNICIPAL EMERGENCY SERVICES	Air Pack Testing	GENERAL FUND	FIRE	1,215.00
	Fuel Charge	GENERAL FUND	FIRE	35.00
	Air Pack Testing	GENERAL FUND	FIRE	260.50
	UNIFORMS - PANTS	GENERAL FUND	FIRE	52.89
	UNIFORMS - PANTS	GENERAL FUND	AMBULANCE	52.88
			TOTAL:	1,616.27
MUNICIPAL SUPPLY INC	PIPE WRENCH	WATER O/M	WATER	201.00
			TOTAL:	201.00
NEOPOST USA, INC	POSTAGE/MAIL MACHINE LEASE	GENERAL FUND	CITY ADMINISTRATOR	161.35
			TOTAL:	161.35
O'REILLY AUTO PARTS	FUEL FILTER	GENERAL FUND	FIRE	15.89
	FUEL FILTER	GENERAL FUND	FIRE	15.89

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RETURN - FUEL FILTER	GENERAL FUND	FIRE	15.89-
	FUEL FILTER	GENERAL FUND	AMBULANCE	15.88
	FUEL FILTER	GENERAL FUND	AMBULANCE	15.88
	RETURN - FUEL FILTER	GENERAL FUND	AMBULANCE	15.88-
	SOCKET	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	26.99
	CABIN FILTER	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	15.66
			TOTAL:	74.42
OFFICE DEPOT	VARIOUS OFFICE SUPPLIES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	204.46
			TOTAL:	204.46
PAYLESS OFFICE PRODUCTS	VARIOUS OFFICE SUPPLIES	GENERAL FUND	POLICE	161.06
	NOTARY STAMP - CHILES	GENERAL FUND	POLICE	28.29
	RETURN - REPORT COVER	GENERAL FUND	POLICE	4.29-
	RETURN - REPORT COVERS	GENERAL FUND	POLICE	23.69-
	FILE FOLDERS & INDEX TABS	GENERAL FUND	BUILDING & HOUSING	102.26
	JACKET FILE FOLDERS	GENERAL FUND	BUILDING & HOUSING	59.29
	FILE FOLDERS - (P&Z)	GENERAL FUND	PLANNING & ZONING	82.09
			TOTAL:	405.01
POLK COUNTY RECORDER	RECORDING- NW 57TH - DEED	MERLE HAY EAST IMP	ROADS, BRIDGES	32.00
			TOTAL:	32.00
POLK COUNTY TREASURER	MERCHANT PROP. TAXES-MHGAT	T.I.F. #1 EAST CEN	ECONOMIC DEVELOPMENT	1,326.00
			TOTAL:	1,326.00
PRAXAIR DISTRIBUTION INC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	311.50
			TOTAL:	311.50
RACOM CORPORATION	ANTENNA ASSEMBLY PROG.	GENERAL FUND	POLICE	2,355.42
	ANTENNA ASSEMBLY PROG.	GENERAL FUND	FIRE	196.29
	ANTENNA ASSEMBLY PROG.	GENERAL FUND	AMBULANCE	196.28
	RADIO EQUIPMENT SET-UP - E	JOINT PUBLIC SAFET	POLICE	5,052.42
			TOTAL:	7,800.41
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
SCHINDLER ELEVATOR CORP.	ANNUAL ELEVATOR MAINT. FEE	GENERAL FUND	CROWN POINT	1,819.20
			TOTAL:	1,819.20
SERVICEMASTER CLEAN 380-DES MOINES	FROZEN SPRINKLER- CLEANING	GENERAL FUND	CITY HALL	2,177.92
			TOTAL:	2,177.92
SHERWIN WILLIAMS CO	PAINT/SUPPLIES- PW OFFICES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	59.58
	PAINT BRUSHES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	21.18
	PAINT FOR SHOP DOOR	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	20.13
	RETURN- PAINT	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	57.74-
			TOTAL:	43.15
SPARTAN MOTORS USA, INC	REPAIR PART - COOLING SYST	GENERAL FUND	FIRE	99.17
	REPAIR PART	GENERAL FUND	FIRE	83.03
			TOTAL:	182.20
STAPLES ADVANTAGE	OFFICE SUPPLIES	GENERAL FUND	FIRE	61.97

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	AMBULANCE	61.97
			TOTAL:	123.94
SUN BADGE	BADGES FOR OFFICERS/SGTS	GENERAL FUND	POLICE	503.50
			TOTAL:	503.50
THE UPS STORE	SHIPPING SERVICES	GENERAL FUND	FIRE	4.80
	SHIPPING SERVICES	GENERAL FUND	AMBULANCE	4.79
			TOTAL:	9.59
TOTALFUNDS BY HASLER	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	POLICE	40.69
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	FIRE	0.97
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	13.48
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	PARKS & TRAILS	106.74
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	PLANNING & ZONING	104.84
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	CITY ADMINISTRATOR	46.77
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	CITY CLERK	5.34
	FEBRUARY POSTAGE- DEPARTME	GENERAL FUND	FINANCE	180.24
	FEBRUARY POSTAGE- DEPARTME	WATER O/M	WATER	293.79
	FEBRUARY POSTAGE- DEPARTME	SEWER O/M	WASTEWATER	293.77
			TOTAL:	1,086.63
TRAVISS AUDIO & VIDEO INC	TV FOR BREAKROOM	GENERAL FUND	CITY HALL	675.00
			TOTAL:	675.00
TYLER TECHNOLOGIES	INCODE CASH COLLECTION MAI	WATER O/M	WATER	672.31
	ON-LINE PAYMENTS FEE	WATER O/M	WATER	92.00
	INCODE CASH COLLECTION MAI	SEWER O/M	WASTEWATER	672.31
	ON-LINE PAYMENTS FEE	SEWER O/M	WASTEWATER	92.00
			TOTAL:	1,528.62
UNIQUE FLYING OBJECTS	KITE KITS-KITES ON THE GRE	GENERAL FUND	PARKS & TRAILS	1,676.71
			TOTAL:	1,676.71
UNITED RENTALS (NORTH AMERICA)	SINGLE SHORE JACKS	WATER O/M	WATER	473.00
	SHORING EXTENSION JACKS	WATER O/M	WATER	455.00
	SINGLE SHORE JACKS	SEWER O/M	WASTEWATER	473.00
	SHORING EXTENSION JACKS	SEWER O/M	WASTEWATER	455.00
			TOTAL:	1,856.00
UNITYPOINT HEALTH-DES MOINES	EMS TRAINING - CPR	GENERAL FUND	AMBULANCE	383.00
	EMS TRAINING CARDS	GENERAL FUND	AMBULANCE	18.50
			TOTAL:	401.50
VERIZON WIRELESS	CELL PHONE SERVICES-FIRE D	GENERAL FUND	FIRE	267.82
	CELL PHONE SERVICES-FIRE D	GENERAL FUND	AMBULANCE	267.81
			TOTAL:	535.63
VERMEER SALES & SERVICE INC	DRIVE BELT FOR CHIPPER	GENERAL FUND	PARKS & TRAILS	294.00
			TOTAL:	294.00
WASTE MANAGEMENT OF IOWA	RECYCLING SERVICES-CROWN P	GENERAL FUND	PARKS & TRAILS	12.50
			TOTAL:	12.50
WASTE MANAGEMENT TRACKER	DISPOSAL-LAMP TRACKER CONT	GENERAL FUND	PARKS & TRAILS	219.90
			TOTAL:	219.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WEX BANK	FUEL	GENERAL FUND	FIRE	150.00
			TOTAL:	150.00
XEROX CORPORATION	BASE CHARGE	GENERAL FUND	CITY ADMINISTRATOR	48.81
			TOTAL:	48.81

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

010	GENERAL FUND	724,099.30
125	T.I.F. #1 EAST CENTRAL	3,560.50
127	T.I.F. #3 NW 62ND AVE	1,268.50
130	T.I.F. #6 WEST CENTRAL	188.50
140	ROAD USE TAX	59,884.03
315	NW 62ND& 103RD INT-NCL	124.13
316	NW 64th & 63rd PL & MHR	2,798.50
318	PARK & TRAIL IMPROVEMENT	23,288.30
325	FIBER OPTIC PROJECT	8,188.10
334	MERLE HAY EAST IMPROVEMEN	10,047.93
335	SIGNALIZATION PROJECTS	1,988.68
338	JOINT PUBLIC SAFETY BLDG	5,052.42
346	70TH AVE IMP (86TH-107TH)	81,719.67
350	2014 WETLAND MITIGATION	5,510.50
601	WATER O/M	185,776.28
631	SEWER O/M	25,517.01
	GRAND TOTAL:	1,139,012.35

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WELLS FARGO	TRAVEL/TRAINING EXPENSES	GENERAL FUND	POLICE	355.54
	REPAIR PARTS- NORTH GATE	GENERAL FUND	POLICE	84.44
	CSI TAPE	GENERAL FUND	POLICE	74.96
	ILEA CLOTHING (meng, thore	GENERAL FUND	POLICE	454.70
	CPI CRISIS INTERVENTION CO	GENERAL FUND	POLICE	75.00
	IAI DUES - ASWEGAN/DIPPOLD	GENERAL FUND	POLICE	50.00
	CHIEF PARTY & BREAKROOM SU	GENERAL FUND	POLICE	29.31
	HOME DEPOT- CONCRETE	GENERAL FUND	POLICE	41.94
	FUEL- PRISONER PICK-UP	GENERAL FUND	POLICE	14.39
	VEHICLE MAINT. SUPPLY-INJE	GENERAL FUND	FIRE	12.02
	WATER FILTERS FOR REFRIGER	GENERAL FUND	FIRE	35.55
	PART FOR FIRE TRUCK	GENERAL FUND	FIRE	189.58
	INTERNET SERVICES- STAT. 2	GENERAL FUND	FIRE	27.63
	STUDY GUIDE- LIEUTENANTS E	GENERAL FUND	FIRE	256.50
	MATERIALS FOR LIEUTENANTS	GENERAL FUND	AMBULANCE	45.98
	VEHICLE MAINT. SUPPLY-INJE	GENERAL FUND	AMBULANCE	12.02
	WATER FILTERS FOR REFRIGER	GENERAL FUND	AMBULANCE	35.55
	INTERNET SERVICES- STAT. 2	GENERAL FUND	AMBULANCE	27.62
	K-MART-FILE HOLDER, SPRAYP	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	8.56
	OFFICE DEPOT-MAGAZINE FILE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	19.60
	HOMEPRO VACUUM-VACUUM BAGS	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	70.87
	PARKING @ RECORDERS OFFICE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	2.50
	I PHONE CABLES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	33.90
	OFFICE DEPOT- HIGH LIGHTER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	4.55
	MEMORIAL FLOWERS	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	19.04
	DISPOSAL OF FLUORESCENT BU	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	74.44
	CELL PHONE SERVICES- PW	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	562.15
	CITY WIDE TRASH COLLECTION	GENERAL FUND	GARBAGE,RECYCLING,COMP	42,223.52
	MONTHLY CURB-IT FEE	GENERAL FUND	GARBAGE,RECYCLING,COMP	16,325.77
	CHILDREN'S PROG. SUPPLIES	GENERAL FUND	LIBRARY	679.64
	PUPPETS	GENERAL FUND	LIBRARY	332.35
	BOOK CLUB REFRESHMENTS, MU	GENERAL FUND	LIBRARY	105.52
	REMOTE LOG IN SUBSCRIPTION	GENERAL FUND	LIBRARY	149.00
	PHOTO PRINTING	GENERAL FUND	LIBRARY	17.38
	ILA ANNUAL DUES	GENERAL FUND	LIBRARY	120.00
	SUBSCRIPTION-(this old hou	GENERAL FUND	LIBRARY	10.00
	FACEBOOK PROG. PROMOTION	GENERAL FUND	LIBRARY	9.98
	POSTERS	GENERAL FUND	LIBRARY	140.00
	AV SWITCH FOR TECH LAB	GENERAL FUND	LIBRARY	52.73
	VINYL MAP AND LETTERING	GENERAL FUND	LIBRARY	71.55
	"PRIME" MEMBERSHIP RENEWAL	GENERAL FUND	LIBRARY	99.00
	FAQ PLUGIN FOR NEW WEBSITE	GENERAL FUND	LIBRARY	34.47
	PLA CONF. REGISTRATION	GENERAL FUND	LIBRARY	375.00
	ALA MEMBERSHIP DUES	GENERAL FUND	LIBRARY	68.00
	PLA TRAVEL EXPENSES	GENERAL FUND	LIBRARY	869.40
	ROBOT-LEARNING TOOLS COLLE	GENERAL FUND	LIBRARY	99.00
	INTENET HOT SPOT	GENERAL FUND	LIBRARY	6.00
	CARBURETOR FOR SNOW BLOWER	GENERAL FUND	PARKS & TRAILS	22.75
	MEAL- SHADE TREE CONF.-KRE	GENERAL FUND	PARKS & TRAILS	23.47
	FREIGHT FOR LAMP TRACKER	GENERAL FUND	PARKS & TRAILS	7.04
	FREIGHT FOR LAMP TRACKER	GENERAL FUND	PARKS & TRAILS	5.93
	MEAL- SHADE TREE CONF. - I	GENERAL FUND	PARKS & TRAILS	26.42
	MEAL-SHADE TREE CONF.-BORM	GENERAL FUND	PARKS & TRAILS	14.45
	Ia PARK/REC SPRING CONF.-S	GENERAL FUND	PARKS & TRAILS	210.00
	MEAL-SHADE TREE CONF.-JOHN	GENERAL FUND	PARKS & TRAILS	16.29
	MEAL- SHADE TREE CONF.- MA	GENERAL FUND	PARKS & TRAILS	12.43

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MEAL-SHADE TREE CONF.-MCNA	GENERAL FUND	PARKS & TRAILS	13.80
	FABRICATION OF CUTTING EDG	GENERAL FUND	PARKS & TRAILS	30.00
	BOARDS FOR CHIPPER TRUCK	GENERAL FUND	PARKS & TRAILS	14.34
	MEAL-METRO PARKS/REC MTG	GENERAL FUND	PARKS & TRAILS	9.42
	CASEY'S- GAS-SMALL EQUIPME	GENERAL FUND	PARKS & TRAILS	45.63
	MEAL- ISA TREE CONF. -IRWI	GENERAL FUND	PARKS & TRAILS	16.00
	MEAL-ISA TREE CONF. - KREK	GENERAL FUND	PARKS & TRAILS	16.20
	SAFETY CLASS REGISTRATION-	GENERAL FUND	PARKS & TRAILS	90.00
	TRASH COLLECTION - PARKS S	GENERAL FUND	PARKS & TRAILS	49.65
	FUEL CAP	GENERAL FUND	PARKS & TRAILS	13.75
	CREDIT ON FUEL CAP	GENERAL FUND	PARKS & TRAILS	1.72-
	CHEMICAL APPLICATION TEST	GENERAL FUND	PARKS & TRAILS	20.00
	CHEMICAL APPLICATION TEST	GENERAL FUND	PARKS & TRAILS	20.00
	PESTICIDE APPLICATOR TEST	GENERAL FUND	PARKS & TRAILS	20.00
	DMACC-PESTICIDE TEST/CERTI	GENERAL FUND	PARKS & TRAILS	20.00
	DMACC-PESTICIDE APPLICATIO	GENERAL FUND	PARKS & TRAILS	20.00
	MEMORIAL BENCH ENGRAVING	GENERAL FUND	PARKS & TRAILS	35.00
	CELL PHONE SERVICES- PARKS	GENERAL FUND	PARKS & TRAILS	399.04
	TRASH COLLECTION SERVICES-	GENERAL FUND	SIMPSON BARN	228.20
	MONITORS FOR BIRD FEEDERS	GENERAL FUND	CROWN POINT	19.98
	LUMBER FOR BIRD FEEDERS	GENERAL FUND	CROWN POINT	27.88
	SUPPLIES FOR BIRD FEEDER T	GENERAL FUND	CROWN POINT	169.61
	WALMART-BIRD FEEDERS & SEE	GENERAL FUND	CROWN POINT	79.20
	WINDOW WARNING LOGOS FOR B	GENERAL FUND	CROWN POINT	17.98
	VEHICLE WASH - TAYLOR	GENERAL FUND	BUILDING & HOUSING	8.00
	VEHICLE WASH- REHM	GENERAL FUND	BUILDING & HOUSING	8.00
	VEHICLE WASH - TAYLOR	GENERAL FUND	BUILDING & HOUSING	8.00
	RETURN - ZAGG SCREEN	GENERAL FUND	BUILDING & HOUSING	29.09-
	TARGET- ZAGG SCREEN	GENERAL FUND	BUILDING & HOUSING	29.09
	BOARD LETTERS	GENERAL FUND	BUILDING & HOUSING	127.90
	IPAD CASE	GENERAL FUND	BUILDING & HOUSING	53.99
	IPAD SCREEN PROTECTORS	GENERAL FUND	BUILDING & HOUSING	66.77
	APA WORKSHOP-WILWERDING	GENERAL FUND	PLANNING & ZONING	47.12
	APA WORKSHOP - ENDER	GENERAL FUND	PLANNING & ZONING	47.12
	PDI WEBINAR	GENERAL FUND	PLANNING & ZONING	76.84
	IA WATER CONF. - ENDER	GENERAL FUND	PLANNING & ZONING	150.00
	EASEL PADS/SUPPLIES-CHIEF	GENERAL FUND	CITY ADMINISTRATOR	61.32
	BEVERAGE DISPENSERS	GENERAL FUND	CITY ADMINISTRATOR	57.26
	SERIAL PORT ADAPTER	GENERAL FUND	CITY ADMINISTRATOR	55.14
	MEAL-PIONEER MTG - SANDERS	GENERAL FUND	CITY ADMINISTRATOR	7.49
	HEAVY DUTY DATE STAMP	GENERAL FUND	CITY ADMINISTRATOR	71.77
	VARIOUS OFFICE SUPPLIES	GENERAL FUND	CITY ADMINISTRATOR	173.02
	FACEBOOK ADS	GENERAL FUND	COMMUNICATIONS	80.00
	GAAFR BOOK & SUPPLEMENT	GENERAL FUND	FINANCE	66.34
	FORECAST 5 TRAINING MTG ME	GENERAL FUND	FINANCE	24.00
	TYPEWRITER	GENERAL FUND	FINANCE	153.49
	CEILING TILES FOR CITY HAL	GENERAL FUND	CITY HALL	145.95
	DISPOSAL OF FLUORESCENT BU	GENERAL FUND	CITY HALL	74.45
	CEILING TILE FOR CITY HALL	GENERAL FUND	CITY HALL	6.77
	CEILING TILES FOR CITY HAL	GENERAL FUND	CITY HALL	43.20
	STORMWTR TRAINING - BRODY	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	125.00
	MEAL-SHADE TREE CONF.- ELV	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	18.00
	LIGHTS FOR TRAILER	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	29.99
	STEEL SPRING CLAMPS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	16.00
	GALVANIZED NUTS & BOLTS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	46.52
	FITNESS BALLS-SENIOR PROGR	SENIOR CITIZENS	RECREATION	59.83

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RECORDING FEES	MERLE HAY EAST IMP	ROADS, BRIDGES	64.06
	CELL PHONE CASE & PROTECTO	WATER O/M	WATER	12.99
	AMAZON-FLASH DRIVE ORGANIZ	WATER O/M	WATER	8.00
	AMAZON-SAFE & FLOPPY DISK	WATER O/M	WATER	67.27
	AMAZON-EXTERNAL FLOPPY DRI	WATER O/M	WATER	7.00
	AMAZON- FLASH DRIVE	WATER O/M	WATER	13.13
	CLEANING SLIPS	WATER O/M	WATER	26.17
	GAAFR BOOK & SUPPLEMENT	WATER O/M	WATER	66.33
	CELL PHONE UPGRADE FEE	WATER O/M	WATER	16.50
	OFFICE DEPOT- PLANNER	WATER O/M	WATER	13.25
	HOME DEPOT - "NEVER WET"	WATER O/M	WATER	14.97
	HOME DEPOT-PLYWOOD FASTENE	WATER O/M	WATER	102.07
	HY-VEE - BREAKROOM SUPPLIE	WATER O/M	WATER	8.99
	CONDUIT/FITTINGS-WTR TOWER	WATER O/M	WATER	7.90
	MEMORIAL FLOWERS	WATER O/M	WATER	19.05
	HACH CO,-CHLORINE TEST STR	WATER O/M	WATER	114.99
	ELECTRICAL TRAINING - RARD	WATER O/M	WATER	175.00
	CELL PHONE SERVICES- PW	WATER O/M	WATER	178.67
	CELL PHONE CASE & PROTECTO	SEWER O/M	WASTEWATER	12.99
	AMAZON-FLASH DRIVE ORGANIZ	SEWER O/M	WASTEWATER	8.00
	AMAZON-EXTERNAL FLOPPY DRI	SEWER O/M	WASTEWATER	6.99
	AMAZON- FLASH DRIVE	SEWER O/M	WASTEWATER	13.12
	GAAFR BOOK & SUPPLEMENT	SEWER O/M	WASTEWATER	66.33
	CELL PHONE UPGRADE FEE	SEWER O/M	WASTEWATER	16.50
	OFFICE DEPOT- PLANNER	SEWER O/M	WASTEWATER	13.24
	CORDLESS SCREWDRIVER & BIT	SEWER O/M	WASTEWATER	84.94
	HOME DEPOT-PLYWOOD FASTENE	SEWER O/M	WASTEWATER	102.06
	HY-VEE - BREAKROOM SUPPLIE	SEWER O/M	WASTEWATER	8.99
	MEMORIAL FLOWERS	SEWER O/M	WASTEWATER	19.05
	ELECTRICAL TRAINING - RARD	SEWER O/M	WASTEWATER	175.00
	CELL PHONE SERVICES- PW	SEWER O/M	WASTEWATER	178.67
			TOTAL:	69,650.89

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

010	GENERAL FUND	67,733.33
140	ROAD USE TAX	235.51
170	SENIOR CITIZENS	59.83
334	MERLE HAY EAST IMPROVEMEN	64.06
601	WATER O/M	852.28
631	SEWER O/M	705.88
	GRAND TOTAL:	69,650.89

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