

JOHNSTON CITY COUNCIL
Worksession No. 16-08
Johnston City Hall, 6221 Merle Hay Road
April 4, 2016
6:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. CLOSED SESSION
Per Iowa Code §21.5.1 (j): To discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property. The minutes and the tape recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.
4. REVIEW AND DISCUSS THE PROPOSED 28E AGREEMENT BETWEEN JOHNSTON AND GRIMES FOR FIRE AND RESCUE SERVICES
5. JOHNSTON GIRLS SOFTBALL MASTER PLAN
6. SPEED LIMITS ALONG NW 78TH STREET, NW 100TH STREET, AND NW 107TH STREET
7. EMERGENCY PLAN UPDATE

AGREEMENT BETWEEN THE CITY OF GRIMES, IOWA AND THE CITY OF JOHNSTON, IOWA FOR THE SHARING OF ADMINISTRATIVE RESOURCES AND EQUIPMENT SUPPORTING FIRE AND EMERGENCY MEDICAL SERVICES (EMS) (DRAFT - final, March 18, 2016)

This Agreement is made and entered into on this ____ day of _____, 2016, by and between the City of Grimes, Polk County and Dallas County, Iowa (“Grimes”), and the City of Johnston, Polk County, Iowa (“Johnston”), pursuant to the provisions of Chapter 28E, Code of Iowa. The Agreement shall be effective with respect to commitments upon approval of the governing bodies of each community.

WHEREAS, Grimes and Johnston provide fire and EMS services through the fire department for their respective communities; and,

WHEREAS, the communities of Grimes and Johnston have experienced tremendous growth and the demands for fire and EMS services has increased significantly; and,

WHEREAS, the call volume for fire and EMS services has increased due to the growth in population and business expansion in both communities. In order to meet the demand for services, and to provide coverage 24 hours a day, seven days a week, each community must rely on a combination of full time and paid on-call personnel; and,

WHEREAS, in 2013 Johnston constructed and placed into operation a new fire station at 10225 NW 62nd Avenue. The primary service area for the fire station includes the western portion of Johnston and the eastern portion of Grimes and both communities have committed to provide staff and to share in the cost to operate the station; and,

WHEREAS, Grimes and Johnston desire to work together to improve fire and rescue services in each community and improve the efficiency of each department by sharing administrative resources, staff and equipment; and,

WHEREAS, Grimes and Johnston desire to increase the level of coordination of the Grimes Fire and Rescue Department and Johnston Fire Departments. The new joint department shall operate under the title of the Johnston-Grimes Metropolitan Fire Department.

WHEREAS, by approving this agreement Grimes and Johnston will increase the level of coordination for the operation and financing of the fire departments,

NOW THEREFORE, The cities of Grimes and Johnston agree as follows:

I. PURPOSE

The purpose of this Agreement is to facilitate the sharing of administrative resources, staff and equipment to support the provision of fire and EMS services for Grimes and Johnston for the protection of life and property. This Agreement will increase the level of coordination of the fire departments and is not intended to establish a separate legal entity.

II. DEFINITIONS

1. **Administrative City.** The larger of the two cities (based on population) on the date this 28E agreement is executed, will be known as the Administrative City.
2. **Calls for Service.** The fire and EMS calls responded to within the service area of each city.
3. **Capital Expenditures.** Equipment purchases in excess of \$2,500 or purchases that are above and beyond what is included in the operating budget.
4. **Emergency Medical Services (EMS).** Responding to a medical emergency and/or the transport of a patient to the hospital.
5. **Fiscal Year.** The timeframe for the annual budget which begins on July 1 of each year and runs through June 30 of the following year.
6. **Formula.** The formula shall be an agreed-upon percentage that will include four factors: (1) 100% valuation of each city (as determined by the Polk County Assessor and used for the budget of the current fiscal year); (2) square miles of area served by each city as of June 30th of the current year; (3) the population of each city as determined by the last U.S. Census Bureau data published by June 30th of each year; and (4) the number of calls for service provided to each city in the previous fiscal year that ended June 30th. The formula shall be reevaluated and approved by each city council by resolution by the 30th day of October of each year and will be used for budgetary purposes the following fiscal year. See Appendix "A"
7. **Infrastructure Value.** The value of each existing building, capital item and operating equipment that is used for the purpose of providing fire and EMS service to each city with a value in excess of \$2,500.
8. **Operational Costs.** The total of all personnel and operating costs of the Johnston-Grimes Metropolitan Fire Department. This does not include any outstanding debt obligations of either city that exists at the time this agreement is executed.
9. **Partnering City.** The smaller of the two cities (based on population) on the date this 28E agreement is executed will be known as the Partnering City.
10. **Revenue.** All funds, other than property taxes, received from billing which includes fire district fees, ambulance billing and fire reports.

III. BOARD

1. The Board shall be an advisory board and shall make recommendations to the City Councils of each city. The Board shall be the visionary body for the Johnston-Grimes Metropolitan Fire Department and shall consist of six (6) voting members and the Fire Chief or his/her designee (non-voting). The Grimes and Johnston City Councils shall appoint three (3) members each to the Board. Of the three members appointed by each Council, two members shall be residents of their respective city and one member shall be an elected official (Mayor or City Council) or a designee. In appointing the Board the City Council's will strive to maintain gender balance. No employee of the Fire Departments may serve as a voting member of the Board. Each City shall have equal power on the Board. Each City Administrator shall be both an advisor to the Board and direct the actions necessary to ensure that the policies of the Board are administered appropriately for their respective city.
2. The Board shall meet as many times as they determine are necessary but no less than once per quarter. The Board shall set the regular meeting dates, times and locations.
3. Duties of the Board:
 - a. Review and make recommendations regarding job descriptions with administrative responsibilities for the Johnston-Grimes Metropolitan Fire Department.
 - b. Review and make recommendations regarding the annual budget, budget amendments, capital purchases and infrastructure expenditure requests proposed by the Fire Chief.
 - c. Review the capital and infrastructure needs of the departments including building expansions, future building locations, equipment needs, etc. and make recommendations to the City Councils.
 - d. Review the staffing needs and staffing plans for the department and make recommendations to the City Councils regarding funding for staffing.
 - e. Review and make recommendations on all other matters as may be needed and as directed by the City Councils or City Administrators.
 - f. Follow the rules as established by Iowa Code Chapter 21 (Open Meetings) and Chapter 22 (Open Records).

IV. OPERATIONS

1. The Johnston-Grimes Metropolitan Fire Department shall operate out of the three (3) stations currently serving the district: stations 37, 39, and 40. All

stations shall be considered stations to the whole of the district and shall respond accordingly to emergency and non-emergency calls for services without respect to city and township boundaries as set forth by the Fire Chief.

2. Employees of the Johnston-Grimes Metropolitan Fire Department may be assigned throughout the district to meet the operational needs set forth by the Fire Chief.

V. COVENANT FROM THE ADMINISTRATIVE CITY

The Administrative City shall provide for all wages, benefits, and workers compensation to its employees and provide professional liability, auto liability, general liability and umbrella liability coverage for all its operations including coverage for damage to buildings and current equipment and all buildings and equipment for the Johnston-Grimes Metropolitan Fire Department. The Administrative City shall maintain its facilities, grounds and equipment. Any facility maintenance or grounds keeping not addressed by the Administrative City shall be included in the operating budget.

VI. COVENANT FROM THE PARTNERING CITY

The Partnering City shall provide for all wages, benefits, and workers compensation to its employees and provide professional liability, auto liability, general liability and umbrella liability coverage for all its operations including coverage for damage to buildings and current equipment. The Partnering City shall maintain its facilities, grounds and equipment. Any facility maintenance items or grounds keeping not addressed by the Partnering City shall be included in the operating budget.

The renovation of Station 37 or building a new station to accommodate the need for 24 hour staffing shall be the sole responsibility of the City of Grimes.

VII. ACCOUNTING OF BENEFITS

Grimes and Johnston will benefit from this Agreement in that there shall be cost savings in the sharing of services, staff and the administration of the fire department as a whole compared to operating solely within jurisdictional boundaries. The staffing and maintenance of stations, provision for administrative oversight, sharing of administrative officer positions, and joint purchasing shall contribute to a more streamlined and cost effective operation.

The taxpayers also benefit from the improved efficiency of the joint response capability by both departments. Joint response provides for efficiency in the number of units responding to a call and response times.

VIII. FINANCES

1. All operational costs, revenue and billing for services provided by the Johnston-Grimes Metropolitan Fire Department shall be administered through each respective City.

2. All existing personnel shall continue to be employed by their respective City; however, their work can be assigned to include all duties that they are qualified for. All employees shall be compensated from their respective City consistent with the requirements of the Fair Labor Standards Act (FLSA).
3. The reimbursement for the services of the Fire Chief (wages and benefits) shall be based on the Formula that is adopted by the City Councils.
4. The Board will review proposals for hiring of new positions and make recommendations to the city councils. The recommendation shall include in which community the position will be employed and any cost share for each position.
5. A complete inventory of the existing Infrastructure and equipment (items in excess of \$500 in value) shall be compiled within 3 months of the date of this agreement. Each City shall retain ownership of their existing infrastructure and equipment. The Fire Chief shall maintain an inventory of the equipment and infrastructure owned by each department. The inventory shall be updated by June 30 each year and presented to the Board.
6. When equipment or infrastructure is needed, it will be reviewed by the Board with a recommendation made to the City Councils. The review shall include how the purchase will be funded, the ownership, maintenance responsibilities and the cost share.
7. Station 40 will continue to operate as a shared station. Grimes and Johnston will provide staff for the station and share in the expense to operate the station based on the formula. Items included in the operating expense include heat, electricity, vehicle fuel, phone/internet service, computer software and licensing and consumables (toilet paper, paper towels, laundry soap, etc.).
8. The Partnering City shall pay to the Administrative City its share of the expense for the services of the Fire Chief (wages and benefits) and the operating expense of station 40. 50% of the Partnering City's reimbursement shall occur on July 1 of each year and the remaining 50% on January 1 of each year.
9. In the event this agreement is terminated, each city shall be given five years to pay, to the other city, their respective depreciated share of each jointly purchased equipment or infrastructure.

IX. FUTURE DEVELOPMENT OF A CONSOLIDATED FIRE DEPARTMENT

1. Both Grimes and Johnston, recognize that joint planning and development of future fire protection and emergency response capabilities and facilities can benefit residents of both communities through economies of scale, improvement in response performance, and training of staff. The communities agree to continue discussions focused on opportunities to expand the joint provision of Fire and EMS services.

2. Each decision regarding personnel, finances and equipment shall be made considering the goal to increase the level of coordination between the departments. The formula should be considered as decisions are made regarding what percentage of the operational, personnel and equipment costs will be paid by each City.

X. DURATION AND TERMINATION

1. This Agreement shall expire on June 30, 2019.
2. This Agreement may be terminated at the written request of either party. Each party must provide at least twelve months notice if they intend to terminate the Agreement and the termination shall not go into effect prior to the end of a budget year. Any financial obligations that have been entered during this Agreement shall remain the responsibility of each party.

XI. INDEMNIFICATION

Except as otherwise provided herein, the City of Grimes agrees to hold the City of Johnston and the City of Johnston agrees to hold the City of Grimes harmless from any and all damages, claims, demands, liabilities or causes of action of every kind, including reasonable attorneys fees, as a result of Fire Department activities undertaken under this Agreement.

XII. NOTICES

Any notice or demand required or desired to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to Grimes, to:

City of Grimes
101 North Harvey
Grimes, Iowa 50111
Attention: City Administrator

With Copy to:

Thomas Henderson
Erik Fisk
Whitfield & Eddy, P.L.C.
317 Sixth Ave., Suite 1200
Des Moines, Iowa 50309-4195

If to Johnston, to:

City of Johnston
P.O. Box 410
6221 Merle Hay Road
Johnston, Iowa 50131
Attention: City Administrator

With copy to:
Tim Pearson
Laden and Pearson
3231 E. Euclid Avenue, suite 300
Des Moines, IA 50317

or to such other address or person as hereafter shall be designated in writing by the applicable party.

XIII. AMENDMENT OF AGREEMENT

Any amendment to this Agreement shall be made in writing upon agreement of Grimes and Johnston and after appropriate discussion and public dialogue, including a public hearing if required, and such amendment has been approved by resolution of the Grimes City Council and the Johnston City Council.

XIV. MISCELLANEOUS

1. This Agreement has been made and entered into solely for the benefit of the goals and objectives of Grimes and Johnston as expressly provided herein and is not intended to create any rights in any other person.
2. Unless otherwise provided in this Agreement, any liabilities, debts, or other obligations by Grimes and Johnston shall not be the responsibility of the other community.
3. Grimes and Johnston shall pay its own costs incurred to negotiate, amend, abide by or terminate this Agreement.
4. After approval of this Agreement by resolution of both cities and execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8. The Agreement shall then be recorded in the office of the Polk County Recorder in accordance with Iowa Code § 28E.8.

CITY OF GRIMES

By:
Print Name: _____

Print Title: _____

Date: _____

CITY OF JOHNSTON

By:
Print Name: _____

Print Title: _____

Date: _____

Appendix 'A'

Proposed Funding Formula
Johnston - Grimes Metropolitan Fire Department
(3/3/16)

Weighting Factor	Measure	Numbers (2015)	Percentage
	Calls for Service	G- 926	39%
		J - 1442	61%
	Population	G - 8,246	32%
		J - 17,278	68%
	Service area	G - 11.87 square miles	39%
		J - 18.37 square miles	61%
	Taxable valuation	G - \$826,474,250	29%
		J - \$1,821,639,020	71%
	Average percentage		G - 35%
			J - 65%

A few of items to note:

- 60% of the calls are for EMS
- 40% of the calls are for fire
- The measures noted above have not been weighted regarding if one measure is more significant.
- Currently Grimes has ten full time employees and the equivalent of a 1.5 employee covered by part employees for a total of 11.5 full time equivalent (FTE) employees and a proposed FY17 budget for wages and benefits of \$1,279,897 (38% of the total budgeted for both departments). Johnston has ten full time employees, and the equivalent of 5 employees covered by part time employees, for a total of 15 full time equivalent (FTE) employees and a proposed FY17 budget for wages and benefits of \$2,054,784 (62% of the total budgeted for both departments).
- FY17 proposed operating expenses in the Grimes budget is \$223,810 (39% of the total budgeted for both departments) and \$351,792 for Johnston (61% of the total budgeted for both departments).
- EMS revenue in FY16 for Grimes is \$270,000 (44% of the total) and Johnston is \$340,000 (56% of the total).
- Johnston has \$23,796 in revenue from townships. Grimes receives \$39,996 in revenue from townships.

Proposed funding formula:

The formula calculated above includes four primary factors that drive the costs to operate the fire departments:

- Calls for Service
- Population
- Service Area
- Taxable Valuation

It is agreed that as the Johnston-Grimes Metropolitan Fire Department increases the level of coordination between the fire departments the Board should work toward a cost share in line with the formula.

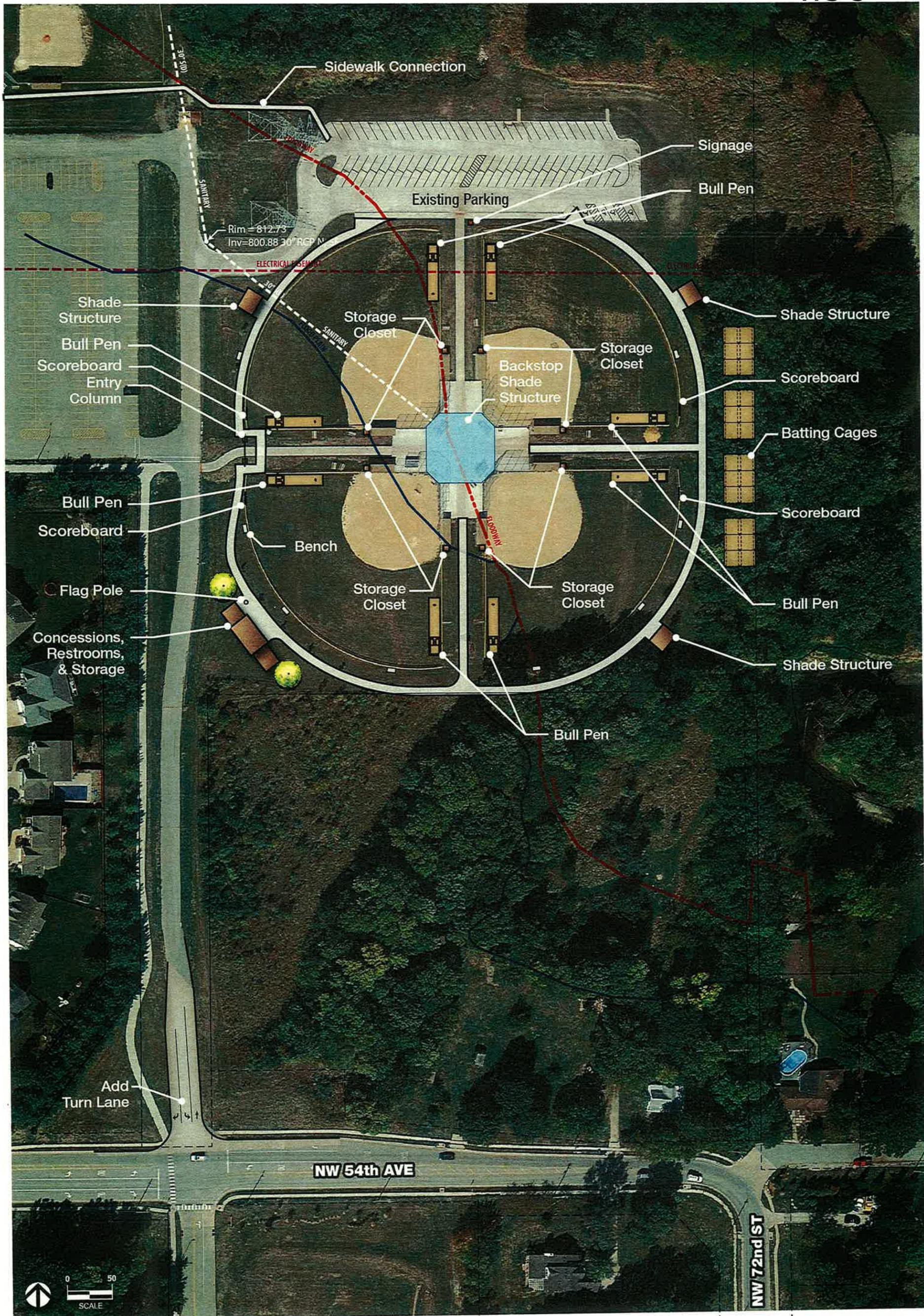
Given the current status of the budget and personnel the cities will need to transition to the complete implementation of the cost share. Below are issues to consider in transitioning from the current financial stratus to the new formula:

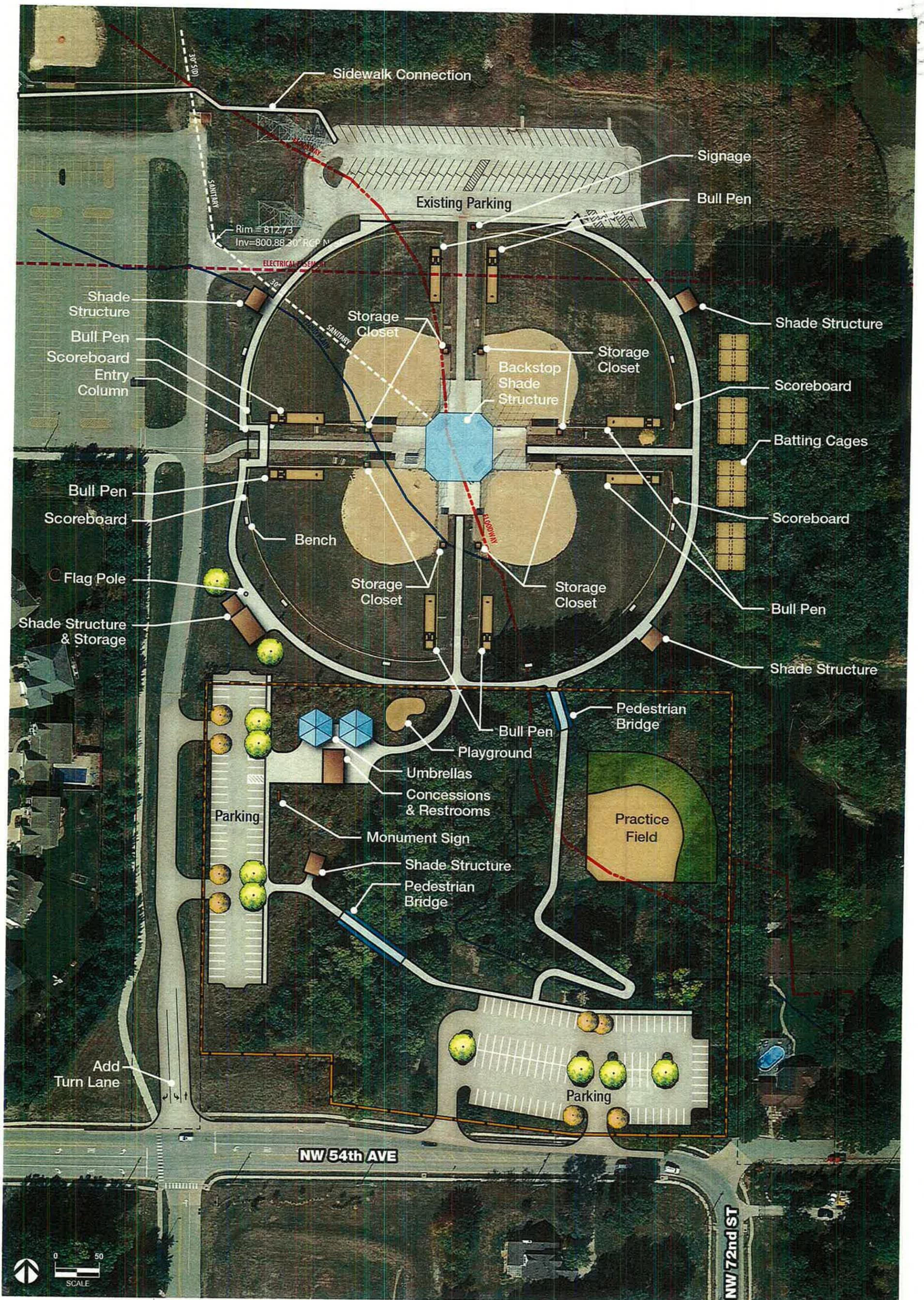
- Each community will continue to fund their respective departments at least at the same level they currently do (in the FY16 budget). The FY17 funding commitment will include increases in costs such as wage adjustments, insurance costs and other operational expenses.
- Employees will continue to be employed by their respective community. Each community will be responsible for all personnel related costs (including benefits, insurance and workers comp) for their employees.
- Grimes and Johnston are both scheduled to replace an ambulance in FY17. With the combined department and shared use of vehicles and equipment, only one ambulance will need to be purchased. Staff recommends that the funding for the ambulance be shared based on the formula (35/65)
- Grimes and Johnston are both scheduled to replace an engine in the near future. With the combined department and shared use of vehicles and equipment, only one engine will need to be purchased. Staff recommends that the funding for the engine be shared based on the formula (35/65)
- Grimes is planning to make facility improvements to its fire station, which includes adding accommodations for sleeping quarters. This will be an expense of Grimes and will put its fire station on par with the recent improvements to the fire facilities constructed by Johnston.
- Johnston staffs station 39 twenty four hours a day, seven days a week (24/7). Johnston and Grimes share in staffing station 40 - 24/7. Grimes staffs station 37 during the daytime hours (6:00 a.m. to 6:00 p.m.) seven days a week. Grimes relies on paid-on-call (POC) employees to cover the rest of the hours. Grimes will commit to increasing the staffing in station 37 to 24/7 to be on par with the staffing commitment from Johnston.
- Grimes will pay for the services of the fire chief based on the formula (35/65).

- Grimes will continue to share 50/50 in the operational cost of Station 40 (utilities, vehicle fuel, phone/internet service, computer software and licensing and consumables - toilet paper, paper towels, laundry soap, etc.).
- Fees collected by each department will remain a part of the budget for that community. The Board will determine how to transition the fees to support the Johnston-Grimes Metropolitan Fire Department.
- Calls for service the past five years:

	Grimes		Johnston	
2015	925	39%	1442	61%
2014	873	39%	1361	61%
2013	767	38%	1268	62%
2012	744	37%	1257	63%
2011	557	32%	1170	68%

The Board will review and make recommendations to each city council regarding how to transition toward cost sharing for the department. The board will review the cost share for new expenses and revenue going forward (e.g. the addition of personnel and purchase of capital equipment). It is anticipated that many of these expenses will be based on the proposed cost share (35/65), but there may be circumstances when the board may recommend a different cost share.





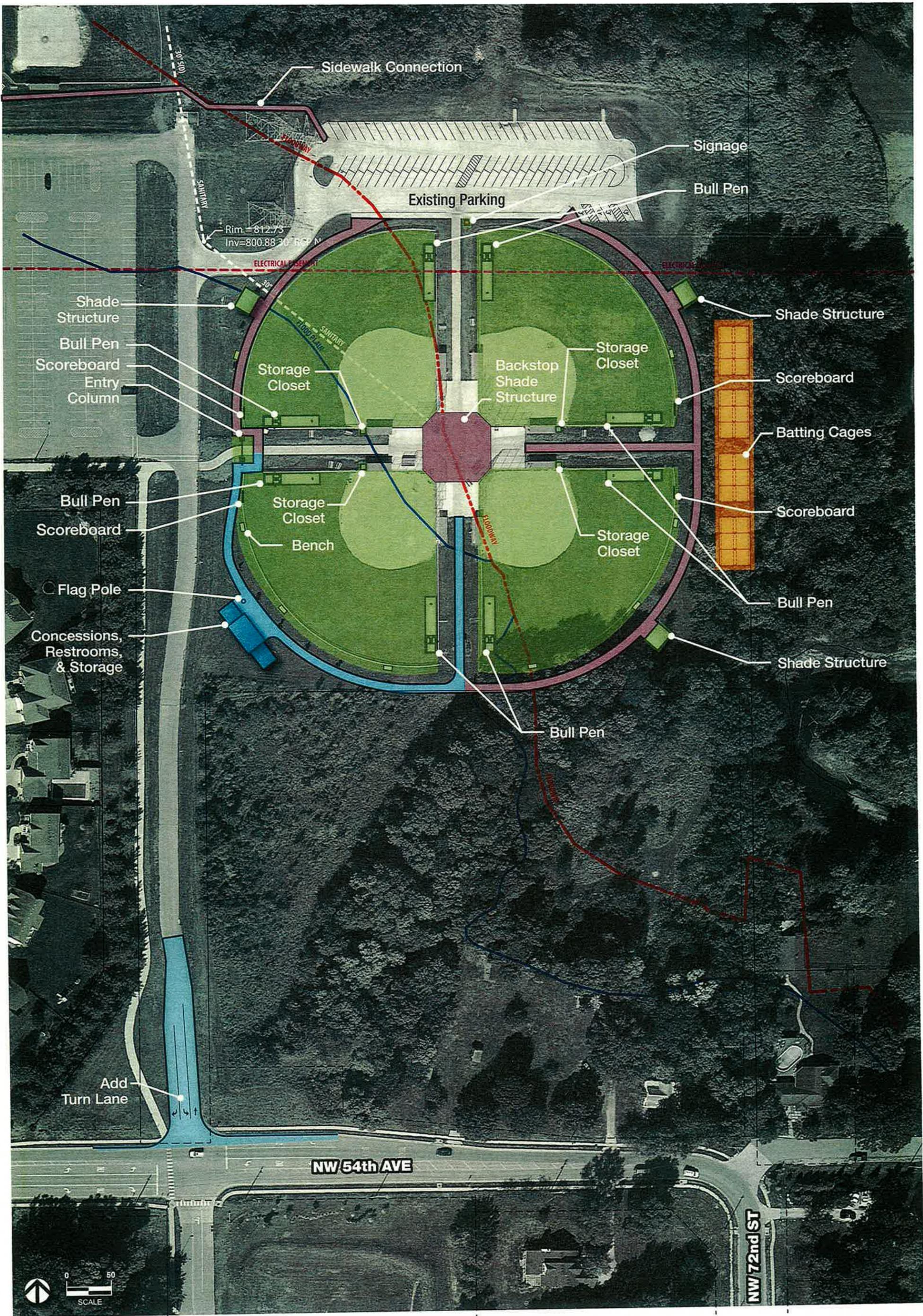
SNYDER & ASSOCIATES
Engineers and Planners

October 15, 2015

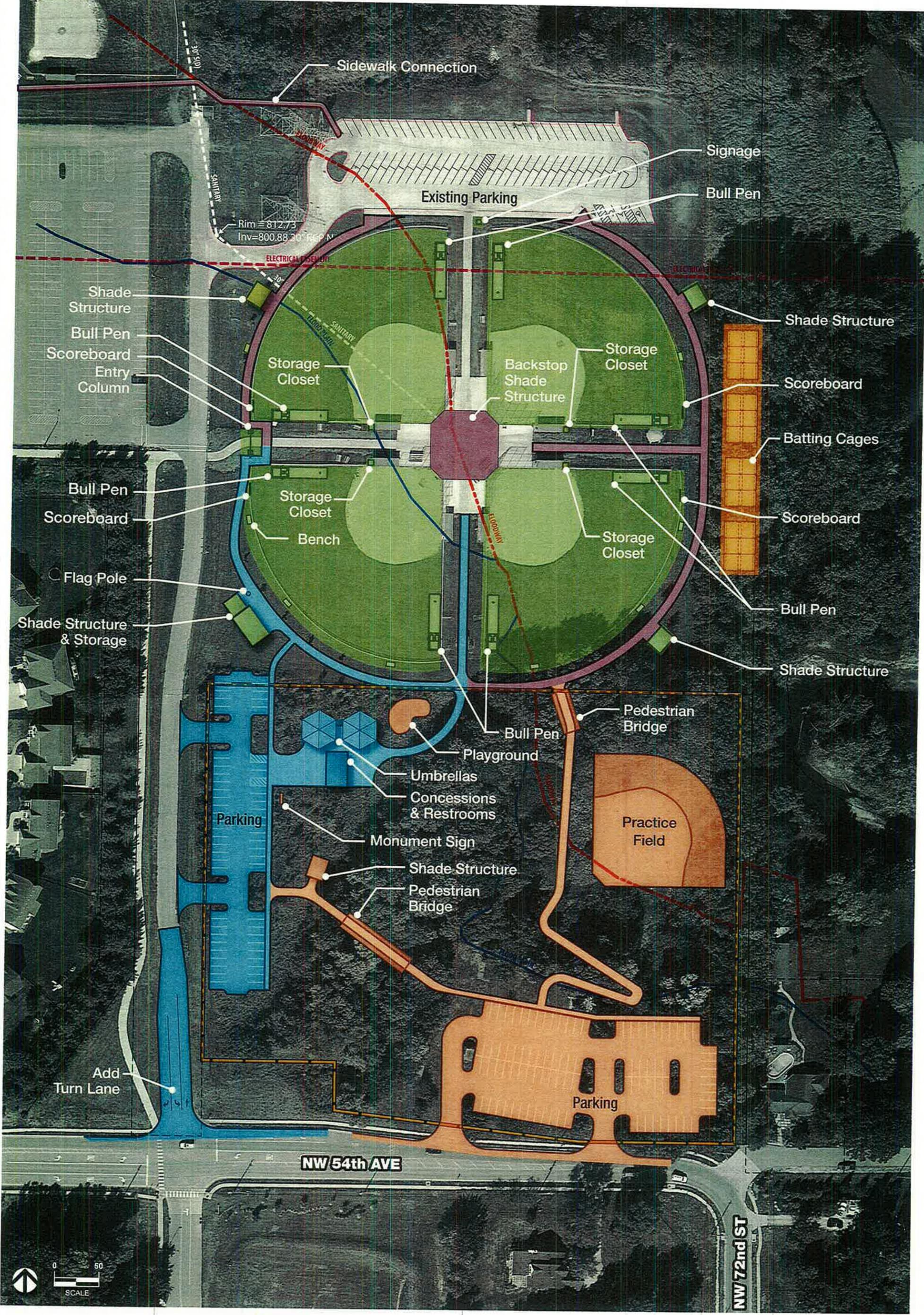
LEW CLARKSON PARK

Johnston Girls Softball Association

Concept B



- PHASE 1
- PHASE 1 (BY CITY)
- PHASE 2
- PHASE 3
- PHASE 4





OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016

Work Session

<p>SUBJECT: Speed limits along NW 78th Street, NW 100th Street and NW 107th Street</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p> <p style="text-align: right;"><i>JTS</i></p>
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SYNOPSIS

The city received concerns from residents in the northwest area regarding speed limits along NW 100th Street, NW 107th Street and NW 78th Avenue. Concerns were expressed that the roads are posted for different speed limits which leads to driver confusion. There were also concerns that with the residential growth in the area, and lack of sidewalks, that the speeds are too high.

The current posted speed limits are (see attached map):

- NW 100th Street from NW 70th Avenue, north - 40 miles per hour
- NW 107th Street from NW 70th Avenue to NW 78th Avenue - 45 miles per hour
- NW 78th Avenue from NW 100th Street to Highway 141 - 35 miles per hour

The issue is further complicated in that portions of the streets are located in three different jurisdictions - Johnston, Grimes and Polk County.

The issue was discussed at the January 19th council work session and staff was directed to seek additional feedback from residents in the area. Staff attempted to receive feedback from residents in the following ways:

- The notification for the March 3rd public meeting indicated the speed limit issue was going to be discussed at the meeting,
- A survey was distributed at the March 3rd public meeting on the NW 70th Avenue project,
- Posted on the city web site following the March 3rd public meeting.

Attached are copies of the 11 written responses that have been received and below is a summary of the responses:

- All 11 responses agreed that it would be best to have a consistent speed limit along NW 100th (north of 70th), NW 107th and NW 78th Avenue,
- Seven of the respondents would prefer a 40 mile per hour speed limit,
- Four of the respondents would prefer a 35 mile per hour speed limit.

Jim Sanders

From: Sherif Tewfik [tewfiks@centurylink.net]
Sent: Wednesday, August 26, 2015 12:14 PM
To: Jim Sanders
Subject: 107th speed limit

Mr Sanders,

My name is Sherif Tewfik and I live at 7365 NW 107th Street.

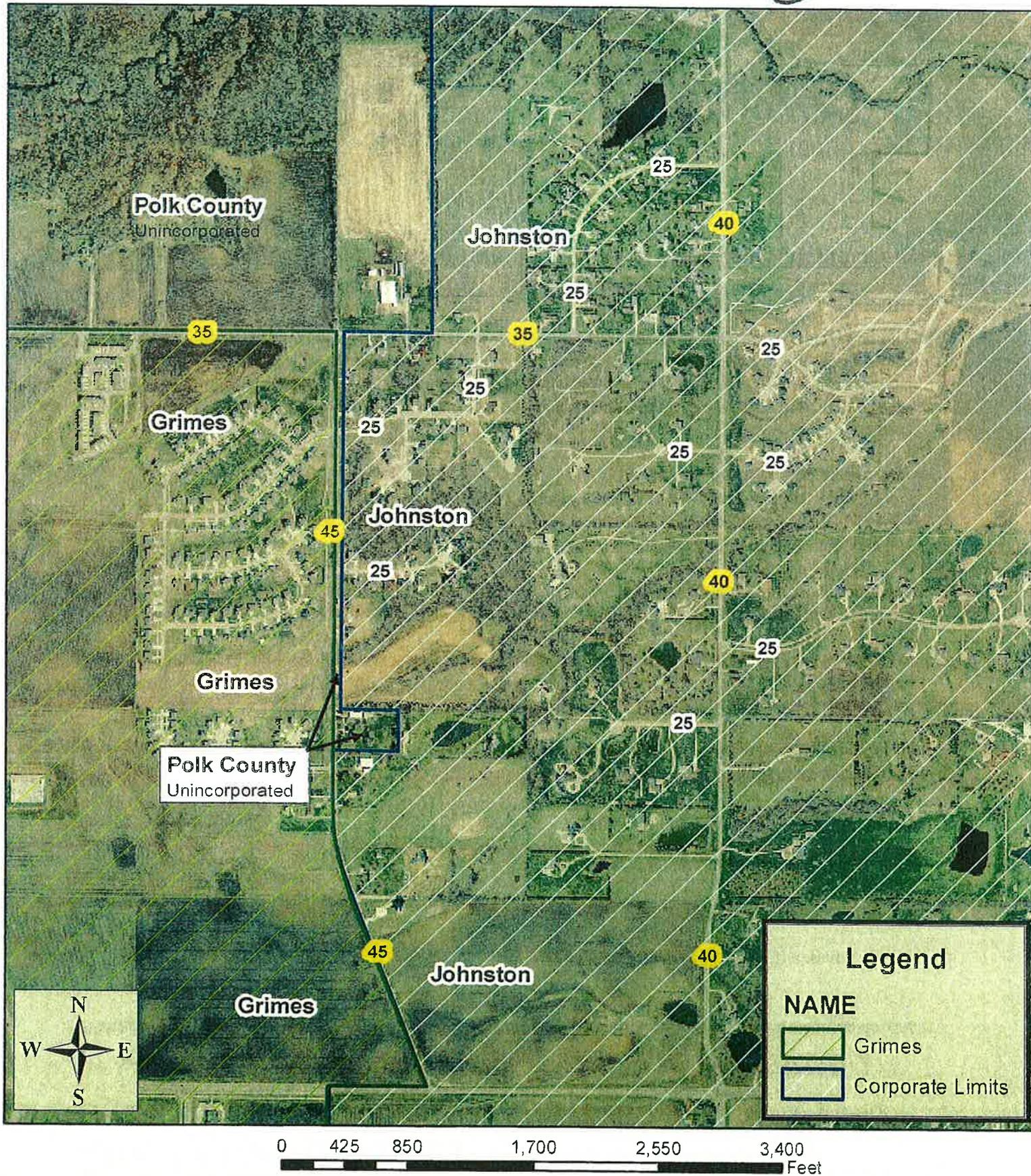
I would like to share my concerns regarding the posted speed limit of NW107th Street. The current speed limit is 45 mph, while the surrounding streets are no more than 35 mph. My assumption is that this has been an oversight with all of the growth in our area of Johnston. Our neighbors also agree that the 45 mph limit is not reflective of the development that has been allowed to occur the past decade. While 45mph may have been reasonable when there were 3 houses on 107th, now there are scores of homes both in Johnston and Grimes utilizing 107th every day as the primary thoroughfare to these neighborhoods. Many more town homes are slated to be built on the Grimes side of the road as well. There are no shoulders on the road, only one side has a sidewalk, and school buses travel and stop daily along the street.

I have also spoken with the City of Grimes (Dave Sigler) as well as Mr. Dave Cubit in the Johnston office. Please advise me on who else I need to contact to make a change to a reduced speed along this road. We would like to have this be done sooner rather than later and avoid any speed related issues .

Thank you.

Sherif Tewfik
tewfiks@centurylink.net

Johnston, Grimes, Polk County Speed Limit Consolidation





FRANK weanerholt
Slimy Dummy@gmail.com
515-441-4661
10189 NW 80th Ln

Community Feedback Regarding Speed Limits on NW 107th Street, NW 78th Avenue and NW 100th Street

The city has received concerns from residents in the northwest area of the community regarding speed limits along NW 107th Street, NW 100th Street, and NW 78th Avenue (NE 18th Street in Grimes). The primary concern is with the residential growth in the area, and lack of sidewalks, the posted speed limits are too high. There is also concern the roads are posted for different speed limits which leads to driver confusion.

The current posted speed limits are:

- NW 100th Street from NW 70th Avenue, north - 40 miles per hour
- NW 107th Street from NW 70th Avenue to NW 78th Avenue - 45 miles per hour
- NW 78th Avenue/NE 18th Street from NW 100th Street to Highway 141 - 35 miles per hour

The issue is further complicated since portions of NW 107th Street and NW 78th Avenue/NE 18th Street are located in three different jurisdictions - Johnston, Grimes and Polk County (see attached map).

Specifically we would like to know if you think a consistent speed limit on NW 107th Street, NW 78th Avenue and NW 100th Street is a good idea? Also what do you think would be an appropriate speed limit along these roadways? Please include the justification for your answers.

If you would like to provide feedback regarding this issue please submit your comments in writing by March 25th using one of the following methods:

- By mail: City of Johnston,
PO Box 410,
Johnston, IA 50131
- By fax : (515) 278-2033
- By email: info@cityofjohnston.com.

All written comments will be shared with the Johnston City Council, Polk County and the city of Grimes.

PLEASE MAKE 35MPH AND ENFORCE THESE SPEED LIMITS. SETTING SPEED IS ONE THING BUT WON'T MAKE A DIFFERENCE IF NOT ENFORCED. PEOPLE ALWAYS DRIVE 10MPH OVER POSTED.



Community Feedback Regarding Speed Limits on NW 107th Street, NW 78th Avenue and NW 100th Street

The city has received concerns from residents in the northwest area of the community regarding speed limits along NW 107th Street, NW 100th Street, and NW 78th Avenue (NE 18th Street in Grimes). The primary concern is with the residential growth in the area, and lack of sidewalks, the posted speed limits are too high. There is also concern the roads are posted for different speed limits which leads to driver confusion.

The current posted speed limits are:

- 40 • NW 100th Street from NW 70th Avenue, north - 40 miles per hour
- 40 • NW 107th Street from NW 70th Avenue to NW 78th Avenue - 45 miles per hour
- 40 • NW 78th Avenue/NE 18th Street from NW 100th Street to Highway 141 - 35 miles per hour

The issue is further complicated since portions of NW 107th Street and NW 78th Avenue/NE 18th Street are located in three different jurisdictions - Johnston, Grimes and Polk County (see attached map).

Specifically we would like to know if you think a consistent speed limit on NW 107th Street, NW 78th Avenue and NW 100th Street is a good idea? Also what do you think would be an appropriate speed limit along these roadways? Please include the justification for your answers.

If you would like to provide feedback regarding this issue please submit your comments in writing by March 25th using one of the following methods:

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All written comments will be shared with the Johnston City Council, Polk County and the city of Grimes.

Jim Sanders

From: Ann Wanders
Sent: Monday, March 21, 2016 8:50 AM
To: Jim Sanders
Subject: FW: Feedback: Speed limits in Johnston

From: melanie.mann-erickson@wellsfargo.com [<mailto:melanie.mann-erickson@wellsfargo.com>]
Sent: Monday, March 14, 2016 4:10 PM
To: Ann Wanders
Subject: Feedback: Speed limits in Johnston

Good afternoon,

I am a Johnston resident living at 9800 Skyline Circle (off NW 98th Street). I believe a consistent speed limit of 40 mph would be appropriate for the area in question ONCE the major construction projects on NW 100th Street & NW 70th Avenue have been completed. The proposed round-a-bouts will automatically help regulate the traffic speed (believe those will be posted to 15 mph) & I feel that 40 mph is reasonable.

The current posted speed limits are:

- *NW 100th Street from NW 70th Avenue, north - 40 miles per hour*
- *NW 107th Street from NW 70th Avenue to NW 78th Avenue - 45 miles per hour*
- *NW 78th Avenue/NE 18th Street from NW 100th Street to Highway 141 - 35 miles per hour*

Melanie Mann-Erickson

Jim Sanders

From: Ann Wanders
Sent: Monday, March 21, 2016 8:51 AM
To: Jim Sanders
Subject: FW: Speed limit

From: ALAN BOLGER [<mailto:staridge@msn.com>]
Sent: Tuesday, March 15, 2016 9:35 AM
To: Ann Wanders
Subject: Speed limit

I think for safety & continuity the speed limit on NW 107th St., NW 100th St., NW 78th Ave. & NW 70th Ave. all should be 35 MPH. Most people will drive 40 MPH., anyway !!

Thanks,

Alan Bolger
7941 NW 103th Lane

Jim Sanders

From: Ann Wanders
Sent: Monday, March 21, 2016 8:54 AM
To: Jim Sanders
Subject: FW: Comments on Speed Limits on NE 107th, NW 78th Ave & NE 100th

From: Rose Williams [<mailto:6814778@gmail.com>]
Sent: Saturday, March 19, 2016 1:16 PM
To: Ann Wanders
Subject: Comments on Speed Limits on NE 107th, NW 78th Ave & NE 100th

Here are my comments concerning the Speed Limits on NE 107th St., NW 78th Ave, and NW 100th St.

There really are not shoulders on any of the streets. It is my understanding that when completed that the area of NW 70th west of 86th Street will remain at 35 mph. It would only make sense to make the speed limit on all of these roads 35 mph. 107th and 100th Str especially since they will feed into the roundabouts that have a lower speed in order to safely travel through them.

Additionally there are more houses in the area now and there will be more in the future.

I feel it only makes great safety sense to make the speed limit on all of these roads 35 mph.

Thanks,

Rose

Rose Williams
Email: 6814778@gmail.com
Home: 515-259-9112
Cell: 515-681-4778

Jim Sanders

From: Ann Wanders
Sent: Wednesday, March 09, 2016 1:15 PM
To: Jim Sanders
Subject: FW: speed limits feedback for NW area

From: Jennifer Higginbotham [<mailto:jenstampnclean@gmail.com>]
Sent: Wednesday, March 09, 2016 12:55 PM
To: Ann Wanders
Subject: speed limits feedback for NW area

City of Johnston:

The purpose of this note is to share our opinion regarding the speed limits on NW 107th, 78th, and 100th Streets.

We live off NW 100th St, in Crosshaven subdivision.

We believe that a consistent speed limit, including all 3 streets, would be best. **Our recommendation is 40 miles per hour.** This is based on our personal experience. We drive regularly on all 3 streets, and personally find that we hover around 40 miles an hour for each one! We constantly find ourselves needing to slow down on 78th, on our way to 141. As we drive to Walmart sometimes via NW 107th, 45 miles an hour feels too fast on that short street, especially with some driveways coming right off the road. NW 100th is perfect, at 40mph right now.

We would also suggest that NW 70th Ave, west of 86th, become 40mph instead of 35. The jump from 45 (between Merle Hay and 86th) to 35 is too much.

Jennifer and Randy Higginbotham
9712 Brightwater Dr
Johnston IA
515-777-1820

Jim Sanders

From: Ann Wanders
Sent: Wednesday, March 09, 2016 10:20 AM
To: Jim Sanders
Subject: FW: Speed limits

-----Original Message-----

From: Carla Wood [<mailto:gizmochef@aol.com>]
Sent: Wednesday, March 09, 2016 10:13 AM
To: Ann Wanders
Subject: Speed limits

Hi: I live on NW 73rd Place. I would like to see all the streets, including 70th, have a consistent speed limit of 40mph. It would make living in Johnston much easier to get around.
Thank you, Carla Wood

Sent from my iPad

Jim Sanders

From: Ann Wanders
Sent: Wednesday, March 09, 2016 10:20 AM
To: Jim Sanders
Subject: FW: Speed Limits in Johnston

From: Kurt Karns [<mailto:kurtkarns@gmail.com>]
Sent: Wednesday, March 09, 2016 9:55 AM
To: Ann Wanders
Subject: Speed Limits in Johnston

My front door faces 100th. I believe a consistent speed limit is a good idea. 40 mph is my vote. All houses set back from the road.

--

Kurt Karns
9920 NW 74th Place
Grimes
515.988.5809



Community Feedback Regarding Speed Limits on NW 107th Street, NW 78th Avenue and NW 100th Street

The city has received concerns from residents in the northwest area of the community regarding speed limits along NW 107th Street, NW 100th Street, and NW 78th Avenue (NE 18th Street in Grimes). The primary concern is with the residential growth in the area, and lack of sidewalks, the posted speed limits are too high. There is also concern the roads are posted for different speed limits which leads to driver confusion.

The current posted speed limits are:

- NW 100th Street from NW 70th Avenue, north - 40 miles per hour
- NW 107th Street from NW 70th Avenue to NW 78th Avenue - ~~45~~ miles per hour - 40 mph
- NW 78th Avenue/NE 18th Street from NW 100th Street to Highway 141 - ~~35~~ miles per hour 40 mph

The issue is further complicated since portions of NW 107th Street and NW 78th Avenue/NE 18th Street are located in three different jurisdictions - Johnston, Grimes and Polk County (see attached map).

Specifically we would like to know if you think a consistent speed limit on NW 107th Street, NW 78th Avenue and NW 100th Street is a good idea? Also what do you think would be an appropriate speed limit along these roadways? Please include the justification for your answers.

If you would like to provide feedback regarding this issue please submit your comments in writing by March 25th using one of the following methods:

- By mail: City of Johnston,
PO Box 410,
Johnston, IA 50131
- By fax : (515) 278-2033
- By email: info@cityofjohnston.com.

All written comments will be shared with the Johnston City Council, Polk County and the city of Grimes.

Jim Sanders

From: Ann Wanders
Sent: Monday, March 07, 2016 8:54 AM
To: Jim Sanders
Subject: FW: Speed limits--NW 107th, NW 78th, NW 100th

-----Original Message-----

From: Timothy V. Haight [<mailto:timothyvhaight@gmail.com>]
Sent: Friday, March 04, 2016 3:06 PM
To: Ann Wanders
Subject: Speed limits--NW 107th, NW 78th, NW 100th

To Jim Sanders, et al: thanks for a good meeting last night at the library on improvements to the 70th st corridor. You asked for input re: the above. As residents in the Silverstone development, we believe that for safety and consistency, especially given the residential growth occurring out here, a posted speed limit on all streets above should be 35--same as 70th today.

Thanks for asking for input.

Tim and Wendy Haight
7605 Silverstone Ct.

Sent from my iPhone

Jim Sanders

From: Ann Wanders
Sent: Monday, March 07, 2016 8:55 AM
To: Jim Sanders
Subject: FW: Speed Limits

From: Dave Greiner [<mailto:daveg2806@gmail.com>]
Sent: Saturday, March 05, 2016 7:04 AM
To: Ann Wanders
Subject: Speed Limits

We would like to see the speed limit on 70th ave and 100th ST to 70 ave stay at 35mph.
40mph on 100th north of 70th ave, 78th and 107th is our suggestion.

Our corner will be very busy and with the roundabouts that makes sense to keep at 35.
All the other roads have less residential and 40mph would be acceptable.

The Greiner's
6955 NW 100th ST.

Cyndee Rhames

From: Linda Evans <linda.evans@drake.edu>
Sent: Friday, March 04, 2016 2:13 PM
To: Cyndee Rhames
Subject: Fwd: NW area speed limits

Cyndee, this is the second email.

Begin forwarded message:

From: Linda Evans <linda.evans@drake.edu>
Subject: NW area speed limits
Date: March 4, 2016 at 8:47:55 AM CST
To: info@cityofjohnston.com

To JCC, Polk County and City of Grimes,

I think the speed limits in the NW area might be standardized but at not less than 40 mph. A middle range. The "concerns" by unhappy residents are always overstated. I do the same thing when I want to press for a particular issue. There are sidewalks on the Grimes side. The Johnston residents have specifically asked for NO sidewalks. The solution is to try to walk, bike, skateboard, whatever on the interiors. That is not always preferred or possible, but it is reasonable for pedestrians. A solution that I heard recently at a Grimes P&Z meeting is to try to provide better crossover connections from the Johnston or Polk County sides to the Grimes sidewalks. Admittedly, the ditches are deep and in order to get to the Grimes interior sidewalks, you first have to go to a street entrance west off Edgewood or to the small park that has an entrance off NE 18th St. An additional crossover or two would be nice--if they align with an already existing entrance point.

This does not help along NW 100th but there are relatively few homes sprinkled along this street and Crosshaven has a great walking/biking path system. Since Crosshaven started in 2008, I see very few people walking on 100th. Anyone out here, with any common sense, now goes into the interior trail system in order to avoid the traffic on 100th. Is there any possibility of a connection from the interior of Pine Crest to Crosshaven? People could walk on the quiet Pine Crest cul-de-sac and then cut north to the Crosshaven trails. All interior and all very safe for people and pets.

These complaints are driven, in part, by the huge increase in traffic pushed to NW 78th/NE 18th St and NW 107th/NE Edgewood Drive by the construction on NW 70th. It's a mess!! I am as impatient and annoyed as anyone but it will eventually go away and the complaints will fade. I would encourage each of the governmental entities not to give knee-jerk responses to this (hopefully) short-term traffic chaos.

Linda Evans
7820 NW 100th St

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-08
Johnston City Hall, 6221 Merle Hay Road
April 4, 2016
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. WELCOME
4. PLEDGE OF ALLEGIANCE
5. AGENDA APPROVAL
6. PUBLIC COMMUNICATIONS
Oath of Office – Chief of Police Dennis McDaniel
7. PUBLIC HEARINGS
 - a. Conduct a Public Hearing and consider the following items related to the Flume Repair and Water Quality Improvements in Green Meadows project:
 - Resolution No. 16-72 – Adopting plans, specifications, form of contract, and estimate of costs;
 - Consideration of construction bids;
 - Resolution No. 16-73 – Making award of construction contract to TK Concrete of Pella, Iowa;
 - Resolution No. 16-74 – Approving construction contract and bond with TK Concrete of Pella, Iowa.
8. CONSENT AGENDA
 - a. Consider Minutes of March 21, 2016 Worksession
 - b. Consider Minutes of March 21, 2016 Council Meeting.
 - c. Consider Resolution No. 16-80– Approving staff appointments and establishing wages.
 - d. Consider the renewal of a Class B Wine Permit and a Class C Beer Permit for the Hy-Vee Gas Convenience Store at 5902 Merle Hay Road.
 - e. Consider the renewal of a Class B, C, and E Liquor License to include Sunday sales for Hy-Vee Food Store, 5750 Merle Hay Road.
 - f. Consider the renewal of a Class B, C, and E Liquor License to include Sunday sales, as well as an ownership update for Walgreens #5944, 6200 Merle Hay Road.
 - g. Consider a Class C Liquor License including outdoor service for the Johnston Chamber of Commerce – Green Days Celebration.
 - h. Consider Resolution No. 16-79 – Accepting a petition to rezone approximately 13.03 acres north of Windsor Parkway and west of Thomas Avenue from PUD to a new PUD allowing R-3 uses at a maximum density of 16 units per acre.
 - i. Consider Resolution No. 16-75 – Authorizing a contract amendment with Snyder & Associates for work related to the Terra Lake Phase 2 and Phase 3 project.
 - j. Consider Resolution No. 16-76 – Waiving the prohibition of possession and use of alcohol in Johnston Commons Park for Kites on the Green and Metro Arts Jazz in July.
 - k. Consider approval for out-of-state travel for Scott Chiri to attend the 2016 Show for Snow conference in Hartford, Connecticut May 22-25, 2016.
 - l. Consider approval of Pay Request No. 1 from United Contractors, Inc. in the amount of \$226,993.65 for work completed as of March 18, 2016 on the NW 70th Avenue Improvements –Retaining Wall project.

- m. Consider approval of Pay Request No. 2 from Alliance Construction Group in the amount of \$85,689.81 for work completed as of March 18, 2016 on the NW 70th Avenue Improvements NW 98th Street to west city limits project.
- n. Consider Resolution No. 16-77 – Accepting the NW Frost Way Water Main Relocation project and Resolution No. 16-78 – Releasing retainage on the NW Frost Way Water Main Relocation project.
- o. Consider approval to enter into an agreement with Foth Infrastructure for the NW 54th Court Improvements – Phase 3 project.
- p. Receive and file the following reports:
 - 1. Update Tax Increment Financing Annual Certifications for November 2015

9. NON-CONSENT AGENDA

- a. First Consideration of Ordinance No. 943– Establishing the street grades for the NW 60th Avenue Improvements from Merle Hay Road to 667 feet east of Merle Hay Road project.
- b. Consider Resolution No. 16-69 – Approving PZ Case 16-04, Wilkie Addition Preliminary Plat, located east of the intersection at NW 64th Place and NW 51st Street.
- c. Consider approval of Claims in the amount of \$565,243.48

10. CITY ADMINISTRATOR/STAFF COMMENTS

- a. MS4 Permit Update
- b. Camp Dodge Joint Maneuver Training Center Report
- c. Deer Hunt Report

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

April 18, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
May 2, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 April 4, 2016

ITEM NO. 7A

<p>SUBJECT: Consider the following items related to the Flume Repair and Water Quality Improvements in Green Meadows Project:</p> <ul style="list-style-type: none"> • Adopting plans, specifications, form of contract and estimate of costs; Resolution 16-72. • Consideration of Construction Bids. • Resolution Making Award of Construction Contract to TK Concrete of Pella, Iowa; Resolution 16-73. • Resolution Approving Construction Contract and Bond with TK Concrete of Pella, Iowa; Resolution 16-74. 	<p>ACTION REQUIRED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review <p style="text-align: right;"><i>DM</i></p>
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<p>SYNOPSIS:</p>	<p>The Flume Repair and Water Quality Improvements in Green Meadows have long been planned for improvements through funding from the Stormwater Utility and would include flume and trail repairs and water quality improvements throughout the Green Meadows greenbelt system. Due to limited funding, the project was bid as a base bid and included 6 bid alternates including the following:</p> <p>Bid Alt. 1 – Pedestrian Crossing at Pioneer Parkway and Terrace Drive (to be funded from the Sidewalk Maintenance Fund) this project has been bid separately a number of times but we have been unsuccessful in getting competitive bids.</p> <p>Bid Alt. 2 – Stilling Basin 1 – a stilling basin at the terminus of the flume system.</p> <p>Bid Alt. 3 – Replace Trail Flume Crossings with Box Culverts</p> <p>Bid Alt. 4 – Repair trail circle intersection</p> <p>Bid Alt. 5 – Stormwater Intakes in Northern Portion of flume system to promote infiltration</p> <p>Bid Alt. 6 – Stilling Basin 2 – located west of Greendale Road</p>
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FISCAL IMPACT: Two bids were submitted at the bid opening on March 24, 2016:

TK Concrete – Base Bid of \$108,548 (total with all 6 Bid Alts. \$449,988)
J&K Contracting – Base Bid of \$129,572 (total with all 6 Bid Alts. \$388,841)

The engineers estimated cost for this phase was \$101,587 for the base bid and \$307,037.50 with all 6 Bid Alts. Thus the low bid for the base bid was approximately 6.8% over the engineers estimate.

Funding for the project was bonded for with the 2015A Bond, which will be paid from storm water utility revenue. However, funding isn't available to cover the cost of the base bid and all of the Bid Alts. As such, staff and the project engineer reviewed the bids and available funding sources are recommending awarding the contact to include the Base Bid and Bid Alts. 1, 3, 4 and 5 for a total contact price of \$208,058. Funding would be provided from the bond proceeds and the sidewalk maintenance fund (noted above), in addition funding would be transferred to the project account from the Trails Maintenance Fund and the Stormwater Utility Maintenance Fund to allow the project to proceed with the noted bid alternates. Bid alternates 1, 3, 4 and 5 represent the highest priority repairs to both the flume and trail system and bid alternates 2 and 6 can be considered independently in the future as funding allows.

Josh DeBower, Foth, the project engineer has reviewed the bids recommends acceptance of the bids and award of the contract to TK Concrete for the base bid and Bid Alts. 1, 3, 4 and 5 for a total contract price of \$208,058.

RECOMMENDATION: Staff recommends approval of Resolutions 16-72, 16-73 and 16-74.



March 30, 2016

John Schmitz
Parks and Recreation Director
6300 Pioneer Parkway
Johnston, IA 50266

**RE: Recommendation of Award of Contract
Flume Repair and Water Quality Improvements
In Green Meadows**

Dear Mr. Schmitz:

The Bid Letting for the referenced Project was held on March 24, 2016 and bids were received from a total of two (2) different bidders. A summary of the bids is as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Base Bid</u>	<u>Total Bid Amount</u>
TK Concrete	Pella, IA	\$108,548.00	\$449,988.00
J&K Contracting LLC	Ames, IA	\$129,572.00	\$388,841.00

Our Engineer's Opinion of Probable Cost for Base Bid plus Alternates for this project was \$307,037.50.

We have reviewed the lowest responsive bid and bid attachments and everything appears to be in order, please find attached a detailed Tabulation of Bids.

Based on today's infrastructure market place and the close grouping of the contractor bids except for Bid Alternates 2 and 6 for the project, and pending the City's determination of the financial ability to move forward with the project; it is recommended that the City of Johnston award contract for the Base Bid plus Bid Alternates 1, 3, 4, and 5 to TK Concrete, of Pella, IA, in the amount of \$208,058.00. Appropriate contract documents have been prepared for signatures and forwarded to the Contractor for City Council award on April 4, 2016.

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

Sincerely,
Foth Infrastructure and Environment, LLC


Joshua C. DeBower, P.E.
Lead Civil Engineer

Encl: Tabulation of Responsive Bids



Foth Infrastructure & Environment, LLC

8191 Birchwood Court, Suite L - Johnston, Iowa 50131-2831
Phone: (515) 254-1393 • Fax: (515) 254-1642

Tabulation of Bids
City of Johnston
Flume Repair and Water Quality Improvements
In Green Meadows
Johnston, Iowa - 2016



Bid Date: Thursday, March 24, 2016 at 2:00 pm				Engineer's Opinion of Cost		TK Concrete Pella, IA		J&K Contracting Ames, IA				
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 1 - GENERAL												
1.1	1090-A-2000	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 47,500.00	\$ 47,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -
DIVISION 2 - EXCAVATION AND GRADING												
2.1	2010-J-1100	REMOVAL OF STRUCTURES	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
2.2	2010-E-1040	REMOVAL OF PIPE	LF	60	\$ 50.00	\$ 3,000.00	\$ 25.00	\$ 1,500.00	\$ 50.00	\$ 3,000.00	\$ -	\$ -
2.3	2010-J-1100	REMOVAL OF CONCRETE FLUME	SY	17	\$ 45.00	\$ 765.00	\$ 30.00	\$ 510.00	\$ 40.00	\$ 680.00	\$ -	\$ -
2.4	2010-J-1100	REMOVAL OF SIDEWALK/RECREATIONAL TRAIL	SY	166	\$ 45.00	\$ 7,470.00	\$ 15.00	\$ 2,490.00	\$ 35.00	\$ 5,810.00	\$ -	\$ -
DIVISION 4 - SEWERS AND DRAINS												
4.1	4030-A-1324	PIPE CULVERT, TRENCHED, RCP, CLASS III, 24 IN.	LF	32	\$ 300.00	\$ 9,600.00	\$ 110.00	\$ 3,520.00	\$ 145.00	\$ 4,640.00	\$ -	\$ -
4.2	4030-B-1324	PIPE APRON, CONCRETE, 24"	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,750.00	\$ 11,000.00	\$ 2,900.00	\$ 11,600.00	\$ -	\$ -
DIVISION 7 - STREETS AND RELATED WORK												
7.1	7030-C-1006	SIDEWALK/RECREATIONAL PATH, PCC, 6 IN	SY	166	\$ 100.00	\$ 16,600.00	\$ 50.00	\$ 8,300.00	\$ 175.00	\$ 29,050.00	\$ -	\$ -
7.2	7030-D-1000	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	166	\$ 12.00	\$ 1,992.00	\$ 6.00	\$ 996.00	\$ 15.00	\$ 2,490.00	\$ -	\$ -
7.3	7030-C-1006	CONCRETE FLUME, PCC, 6 IN	SY	74	\$ 100.00	\$ 7,400.00	\$ 80.00	\$ 5,920.00	\$ 225.00	\$ 16,650.00	\$ -	\$ -
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1		TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
DIVISION 9 - SITE WORK AND LANDSCAPING												
9.1	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	10360	\$ 0.50	\$ 5,180.00	\$ 0.70	\$ 7,252.00	\$ 0.45	\$ 4,662.00	\$ -	\$ -
9.2	9010-E-1000	WARRANTY	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
9.3	9080-B-1000	REMOVE & INSTALL NEW HANDRAIL	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
9.4	9040-I-1100	ROCK CHECK DAMS INSTALLATION	TON	18	\$ 80.00	\$ 1,440.00	\$ 125.00	\$ 2,250.00	\$ 125.00	\$ 2,250.00	\$ -	\$ -
9.5	9040-F-1000	TURF REINFORCEMENT MATS (TRM)	SY	27	\$ 20.00	\$ 540.00	\$ 30.00	\$ 810.00	\$ 20.00	\$ 540.00	\$ -	\$ -
9.6	9040-I-1100	ROCK EROSION CONTROL	TON	20	\$ 80.00	\$ 1,600.00	\$ 125.00	\$ 2,500.00	\$ 85.00	\$ 1,700.00	\$ -	\$ -
SUBTOTAL BASE BID CONSTRUCTION (Items 1.1 to 9.6)						\$ 101,587.00		\$ 108,548.00		\$ 129,572.00		\$ -
BID ALT 1 - PEDESTRIAN CROSSING - PIONEER PARKWAY												
ATL-1.1	7030-G-1000	DETECTABLE WARNING	SF	48	\$ 60.00	\$ 2,880.00	\$ 37.50	\$ 1,800.00	\$ 40.00	\$ 1,920.00	\$ -	\$ -
ATL-1.2	7030-C-1000	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	38	\$ 12.00	\$ 456.00	\$ 10.00	\$ 380.00	\$ 15.00	\$ 570.00	\$ -	\$ -
ATL-1.3	7030-C-1005	RECREATIONAL TRAIL, PCC, 6"	SY	38	\$ 100.00	\$ 3,800.00	\$ 50.00	\$ 1,900.00	\$ 175.00	\$ 6,650.00	\$ -	\$ -
ATL-1.4	8010-B-4000	TYPE A SIGNS	SF	21	\$ 60.00	\$ 1,260.00	\$ 50.00	\$ 1,050.00	\$ 45.00	\$ 945.00	\$ -	\$ -
ATL-1.5	8010-C-1010	PAINTED PAVEMENT MARKINGS, DURABLE	FT	100	\$ 8.00	\$ 800.00	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ -	\$ -
ATL-1.6	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	1100	\$ 0.50	\$ 550.00	\$ 0.70	\$ 770.00	\$ 0.45	\$ 495.00	\$ -	\$ -
ATL-1.7	2010-E-1040	EXCAVATION CLASS 10	CY	78	\$ 25.00	\$ 1,950.00	\$ 40.00	\$ 3,120.00	\$ 40.00	\$ 3,120.00	\$ -	\$ -
ATL-1.8	2010-J-1100	REMOVE AND RELOCATE SIGN PEDISTAL	EA	1	\$ 3,370.00	\$ 3,370.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
SUBTOTAL BID ALT 1 CONSTRUCTION (Items ATL-1.1 to ATL-1.8)						\$ 15,066.00		\$ 11,520.00		\$ 16,700.00		\$ -
BID ALT 2 - STILLING BASIN 1												
ATL-2.1	6010-B-1502	INTAKE, SINGLE GRATE, SW-502 48" MOD	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 5,500.00	\$ 11,000.00	\$ -	\$ -
ATL-2.2	4040-3D1-006	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	120	\$ 20.00	\$ 2,400.00	\$ 40.00	\$ 4,800.00	\$ 35.00	\$ 4,200.00	\$ -	\$ -
ATL-2.3		BIORETENTION BASIN PLANTING MEDIUM, 30 IN	SY	433	\$ 20.00	\$ 8,660.00	\$ 200.00	\$ 86,600.00	\$ 100.00	\$ 43,300.00	\$ -	\$ -
ATL-2.4		MULCH, 3"	SY	433	\$ 10.00	\$ 4,330.00	\$ 10.00	\$ 4,330.00	\$ 8.00	\$ 3,464.00	\$ -	\$ -
ATL-2.5	2010-J-1220	REMOVE CONCRETE FLUME	SY	55	\$ 45.00	\$ 2,475.00	\$ 20.00	\$ 1,100.00	\$ 15.00	\$ 825.00	\$ -	\$ -
ATL-2.6	2010-E-1040	EXCAVATION CLASS 10, CHANNEL	CY	140	\$ 25.00	\$ 3,500.00	\$ 35.00	\$ 4,900.00	\$ 40.00	\$ 5,600.00	\$ -	\$ -
ATL-2.7	9040-A-2000	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,750.00	\$ 5,750.00	\$ -	\$ -
ATL-2.8	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	3900	\$ 0.50	\$ 1,950.00	\$ 0.70	\$ 2,730.00	\$ 0.45	\$ 1,755.00	\$ -	\$ -
SUBTOTAL BID ALT 2 CONSTRUCTION (Items ATL-2.1 to ATL-2.8)						\$ 38,315.00		\$ 122,960.00		\$ 75,894.00		\$ -
BID ALT 3 - REPLACE TRAIL FLUME CROSSING WITH BOX CULVERT												
ALT-3.1	2010-J-1100	REMOVAL OF STRUCTURE	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
ALT-3.2	4030-A-	BOX CULVERT, TRENCHED, RCP, CLASS III, 6' X 4'	LF	16	\$ 750.00	\$ 12,000.00	\$ 2,500.00	\$ 40,000.00	\$ 890.00	\$ 14,240.00	\$ -	\$ -
ALT-3.3	4030-B-	BOX CULVERT APRON, CONCRETE, 6' X 4'	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,600.00	\$ 15,200.00	\$ -	\$ -
ALT-3.4	7030-C-1006	CONCRETE FLUME, PCC, 6 IN	SY	5	\$ 100.00	\$ 500.00	\$ 400.00	\$ 2,000.00	\$ 400.00	\$ 2,000.00	\$ -	\$ -
ALT-3.5	7030-C-1006	SIDEWALK/RECREATIONAL PATH, PCC, 6 IN	SY	27	\$ 100.00	\$ 2,700.00	\$ 80.00	\$ 2,160.00	\$ 125.00	\$ 3,375.00	\$ -	\$ -
SUBTOTAL BID ALT 3 CONSTRUCTION (Items ALT-3.1 to ALT-3.5)						\$ 34,200.00		\$ 51,660.00		\$ 39,815.00		\$ -



Foth Infrastructure & Environment, LLC

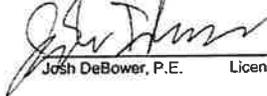
8191 Birchwood Court, Suite L - Johnston, Iowa 50131-2931
Phone: (515) 254-1383 • Fax: (515) 254-1642

Tabulation of Bids
City of Johnston
Flume Repair and Water Quality Improvements
In Green Meadows
Johnston, Iowa - 2016



Bid Date: Thursday, March 24, 2016 at 2:00 pm				Engineer's Opinion of Cost		TK Concrete Pella, IA		J&K Contracting Ames, IA				
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
BID ALT 4 - TRAIL CIRCLE INTERSECTION												
ATL-4.1	7030-C-1000	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	106	\$ 12.00	\$ 1,272.00	\$ 10.00	\$ 1,060.00	\$ 15.00	\$ 1,590.00		\$ -
ATL-4.2	2010-J-1100	REMOVAL OF RECREATIONAL TRAIL	SY	106	\$ 30.00	\$ 3,180.00	\$ 20.00	\$ 2,120.00	\$ 25.00	\$ 2,650.00		\$ -
ATL-4.3	7030-C-1005	RECREATIONAL TRAIL, PCC, 6"	SY	106	\$ 100.00	\$ 10,600.00	\$ 75.00	\$ 7,950.00	\$ 125.00	\$ 13,250.00		\$ -
SUBTOTAL BID ALT 4 CONSTRUCTION (Items ALT-4.1 to ALT-4.3)						\$ 15,052.00		\$ 11,130.00		\$ 17,490.00		\$ -
BID ALT 5 - INTAKES												
ATL-5.1	6010-B-1502	INTAKE, SINGLE GRATE, SW-502 48" MOD	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,500.00	\$ 16,500.00		\$ -
ATL-5.2	6010-B-1512	INTAKE, SINGLE GRATE, SW-512 24"	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,500.00	\$ 10,500.00		\$ -
ATL-5.4	4040-301-006	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	24	\$ 20.00	\$ 480.00	\$ 50.00	\$ 1,200.00	\$ 100.00	\$ 2,400.00		\$ -
SUBTOTAL BID ALT 5 CONSTRUCTION (Items ALT-5.1 to ALT-5.3)						\$ 27,480.00		\$ 25,200.00		\$ 29,400.00		\$ -
BID ALT 6 - STILLING BASIN 2												
ATL-6.1	6010-B-1502	INTAKE, SINGLE GRATE, SW-502 48" MOD	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,500.00	\$ 11,000.00		\$ -
ATL-6.2	4040-301-006	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	525	\$ 20.00	\$ 10,500.00	\$ 24.00	\$ 12,600.00	\$ 25.00	\$ 13,125.00		\$ -
ATL-6.3		BIORETENTION BASIN PLANTING MEDIUM, 30 IN	SY	400	\$ 20.00	\$ 8,000.00	\$ 200.00	\$ 80,000.00	\$ 100.00	\$ 40,000.00		\$ -
ATL-6.4		MULCH, 3"	SY	400	\$ 10.00	\$ 4,000.00	\$ 10.00	\$ 4,000.00	\$ 8.00	\$ 3,200.00		\$ -
ATL-6.5	2010-J-1220	REMOVE CONCRETE FLUME	SY	175	\$ 45.00	\$ 7,875.00	\$ 20.00	\$ 3,500.00	\$ 15.00	\$ 2,625.00		\$ -
ATL-6.6	2010-E-1040	EXCAVATION CLASS 10, CHANNEL	CY	210	\$ 25.00	\$ 5,250.00	\$ 35.00	\$ 7,350.00	\$ 40.00	\$ 8,400.00		\$ -
ATL-6.7	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	3600	\$ 0.50	\$ 1,800.00	\$ 0.70	\$ 2,520.00	\$ 0.45	\$ 1,620.00		\$ -
SUBTOTAL BID ALT 6 CONSTRUCTION (Items ALT-6.1 to ALT-6.7)						\$ 47,425.00		\$ 118,970.00		\$ 79,970.00		\$ -
SUBTOTAL CONSTRUCTION (Items 1.1 to ALT-6.7)						\$ 279,125.00						
CONTINGENCY						\$ 27,912.50						
TOTAL						\$ 307,037.50		\$ 449,988.00		\$ 388,841.00		\$ -
					Bid Bond			x		x		x
					Corrected			x				

I hereby certify that this is a true and correct tabulation of bids received on March 24, 2016 for the 2016 Flume Repair and Water Quality Improvements, Johnston, Iowa - 2016.


Josh DeBower, P.E. License No. 20508 Date 3/30/16

(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: April 4, 2016.
Time of Meeting: 7:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

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

Public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of the Flume Repair and Water Quality Improvements in Green Meadows.

- Resolution adopting plans, specifications, form of contract and estimate of costs. 16-72
- Consideration of construction bids.
- Resolution making award of construction contract. 16-73

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

April 4, 2016

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

Absent: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the Flume Repair and Water Quality Improvements in Green Meadows, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the Clerk reported that no written objections thereto had been filed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE FLUME REPAIR AND WATER QUALITY IMPROVEMENTS IN GREEN MEADOWS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE FLUME REPAIR AND WATER QUALITY IMPROVEMENTS IN GREEN MEADOWS

16-72

WHEREAS, on the _____ day of _____, 2016, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Flume Repair and Water Quality Improvements in Green Meadows; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 4th day of April, 2016.

Mayor

ATTEST:

City Clerk

Report of Opening of Construction Bids

A public meeting was held at 2:00 o'clock P.M., on March 24, 2016, at the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, presided over by the City Clerk of the City of Johnston, State of Iowa.

Present were:

Jason Mallicot, TK Concrete ; Jamie Crubaugh, J&K Construction
Josh DeBower, Foth Environmental ; John Schmitz, City of Johnston
David Wilwerding, City of Johnston

The City Clerk thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Flume Repair and Water Quality Improvements in Green Meadows, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
<i>See Bid Tab</i>	

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

City Clerk

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on March 24, 2016, at 2:00 o'clock P.M., and publicly opened pursuant to the resolution of the Council and notice duly published for construction of certain public improvements described in general as the Flume Repair and Water Quality Improvements in Green Meadows, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

**Foth Infrastructure & Environment, LLC**8191 Birchwood Court, Suite L - Johnston, Iowa 50131-2931
Phone: (515) 254-1393 • Fax: (515) 254-1642**Tabulation of Bids**
City of Johnston
Flume Repair and Water Quality Improvements
In Green Meadows
Johnston, Iowa - 2016

Bid Date: Thursday, March 24, 2016 at 2:00 pm				Engineer's Opinion of Cost		TK Concrete Pella, IA		J&K Contracting Ames, IA				
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 1 - GENERAL												
1.1	1090-A-2000	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 47,500.00	\$ 47,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -
DIVISION 2 - EXCAVATION AND GRADING												
2.1	2010-J-1100	REMOVAL OF STRUCTURES	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
2.2	2010-E-1040	REMOVAL OF PIPE	LF	60	\$ 50.00	\$ 3,000.00	\$ 25.00	\$ 1,500.00	\$ 50.00	\$ 3,000.00	\$ -	\$ -
2.3	2010-J-1100	REMOVAL OF CONCRETE FLUME	SY	17	\$ 45.00	\$ 765.00	\$ 30.00	\$ 510.00	\$ 40.00	\$ 680.00	\$ -	\$ -
2.4	2010-J-1100	REMOVAL OF SIDEWALK/RECREATIONAL TRAIL	SY	166	\$ 45.00	\$ 7,470.00	\$ 15.00	\$ 2,490.00	\$ 35.00	\$ 5,810.00	\$ -	\$ -
DIVISION 4 - SEWERS AND DRAINS												
4.1	4030-A-1324	PIPE CULVERT, TRENCHED, RCP, CLASS III, 24 IN.	LF	32	\$ 300.00	\$ 9,600.00	\$ 110.00	\$ 3,520.00	\$ 145.00	\$ 4,640.00	\$ -	\$ -
4.2	4030-B-1324	PIPE APRON, CONCRETE, 24"	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,750.00	\$ 11,000.00	\$ 2,900.00	\$ 11,600.00	\$ -	\$ -
DIVISION 7 - STREETS AND RELATED WORK												
7.1	7030-C-1006	SIDEWALK/RECREATIONAL PATH, PCC, 6 IN	SY	166	\$ 100.00	\$ 16,600.00	\$ 50.00	\$ 8,300.00	\$ 175.00	\$ 29,050.00	\$ -	\$ -
7.2	7030-D-1000	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	166	\$ 12.00	\$ 1,992.00	\$ 6.00	\$ 996.00	\$ 15.00	\$ 2,490.00	\$ -	\$ -
7.3	7030-C-1006	CONCRETE FLUME, PCC, 6 IN	SY	74	\$ 100.00	\$ 7,400.00	\$ 80.00	\$ 5,920.00	\$ 225.00	\$ 16,650.00	\$ -	\$ -
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1		TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
DIVISION 9 - SITE WORK AND LANDSCAPING												
9.1	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	10350	\$ 0.50	\$ 5,180.00	\$ 0.70	\$ 7,252.00	\$ 0.45	\$ 4,662.00	\$ -	\$ -
9.2	9010-E-1000	WARRANTY	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
9.3	9080-B-1000	REMOVE & INSTALL NEW HANDRAIL	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
9.4	9040-I-1100	ROCK CHECK DAMS INSTALLATION	TON	18	\$ 80.00	\$ 1,440.00	\$ 125.00	\$ 2,250.00	\$ 125.00	\$ 2,250.00	\$ -	\$ -
9.5	9040-F-1000	TURF REINFORCEMENT MATS (TRM)	SY	27	\$ 20.00	\$ 540.00	\$ 30.00	\$ 810.00	\$ 20.00	\$ 540.00	\$ -	\$ -
9.6	9040-I-1100	ROCK EROSION CONTROL	TON	20	\$ 80.00	\$ 1,600.00	\$ 125.00	\$ 2,500.00	\$ 85.00	\$ 1,700.00	\$ -	\$ -
SUBTOTAL BASE BID CONSTRUCTION (Items 1.1 to 9.6)						\$ 101,587.00		\$ 108,548.00		\$ 129,572.00		\$ -
BID ALT 1 - PEDESTRIAN CROSSING - PIONEER PARKWAY												
ATL-1.1	7030-G-1000	DETECTABLE WARNING	SF	48	\$ 60.00	\$ 2,880.00	\$ 37.50	\$ 1,800.00	\$ 40.00	\$ 1,920.00	\$ -	\$ -
ATL-1.2	7030-C-1000	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	38	\$ 12.00	\$ 456.00	\$ 10.00	\$ 380.00	\$ 15.00	\$ 570.00	\$ -	\$ -
ATL-1.3	7030-C-1005	RECREATIONAL TRAIL, PCC, 6"	SY	38	\$ 100.00	\$ 3,800.00	\$ 50.00	\$ 1,900.00	\$ 175.00	\$ 6,650.00	\$ -	\$ -
ATL-1.4	8010-B-4000	TYPE A SIGNS	SF	21	\$ 60.00	\$ 1,260.00	\$ 50.00	\$ 1,050.00	\$ 45.00	\$ 945.00	\$ -	\$ -
ATL-1.5	8010-C-1010	PAINTED PAVEMENT MARKINGS, DURABLE	FT	100	\$ 8.00	\$ 800.00	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ -	\$ -
ATL-1.6	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	1100	\$ 0.50	\$ 550.00	\$ 0.70	\$ 770.00	\$ 0.45	\$ 495.00	\$ -	\$ -
ATL-1.7	2010-E-1040	EXCAVATION CLASS 10	CY	78	\$ 25.00	\$ 1,950.00	\$ 40.00	\$ 3,120.00	\$ 40.00	\$ 3,120.00	\$ -	\$ -
ATL-1.8	2010-J-1100	REMOVE AND RELOCATE SIGN PEDISTAL	EA	1	\$ 3,370.00	\$ 3,370.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
SUBTOTAL BID ALT 1 CONSTRUCTION (Items ATL-1.1 to ATL-1.8)						\$ 15,066.00		\$ 11,520.00		\$ 16,700.00		\$ -
BID ALT 2 - STILLING BASIN 1												
ATL-2.1	6010-B-1502	INTAKE, SINGLE GRATE, SW-502 48" MOD	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 5,500.00	\$ 11,000.00	\$ -	\$ -
ATL-2.2	4040-301-006	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	120	\$ 20.00	\$ 2,400.00	\$ 40.00	\$ 4,800.00	\$ 35.00	\$ 4,200.00	\$ -	\$ -
ATL-2.3		BIORETENTION BASIN PLANTING MEDIUM, 30 IN	SY	433	\$ 20.00	\$ 8,660.00	\$ 200.00	\$ 86,600.00	\$ 100.00	\$ 43,300.00	\$ -	\$ -
ATL-2.4		MULCH, 3"	SY	433	\$ 10.00	\$ 4,330.00	\$ 10.00	\$ 4,330.00	\$ 8.00	\$ 3,464.00	\$ -	\$ -
ATL-2.5	2010-J-1220	REMOVE CONCRETE FLUME	SY	55	\$ 45.00	\$ 2,475.00	\$ 20.00	\$ 1,100.00	\$ 15.00	\$ 825.00	\$ -	\$ -
ATL-2.6	2010-E-1040	EXCAVATION CLASS 10, CHANNEL	CY	140	\$ 25.00	\$ 3,500.00	\$ 35.00	\$ 4,900.00	\$ 40.00	\$ 5,600.00	\$ -	\$ -
ATL-2.7	9040-A-2000	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,750.00	\$ 5,750.00	\$ -	\$ -
ATL-2.8	9010-B-1100	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	3900	\$ 0.50	\$ 1,950.00	\$ 0.70	\$ 2,730.00	\$ 0.45	\$ 1,755.00	\$ -	\$ -
SUBTOTAL BID ALT 2 CONSTRUCTION (Items ATL-2.1 to ATL-2.8)						\$ 38,315.00		\$ 122,960.00		\$ 75,994.00		\$ -
BID ALT 3 - REPLACEMENT TRAIL FLUME CROSSING WITH BOX CULVERT												
ALT-3.1	2010-J-1100	REMOVAL OF STRUCTURE	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
ALT-3.2	4030-A-	BOX CULVERT, TRENCHED, RCP, CLASS III, 6' X 4'	LF	16	\$ 750.00	\$ 12,000.00	\$ 2,500.00	\$ 40,000.00	\$ 890.00	\$ 14,240.00	\$ -	\$ -
ALT-3.3	4030-B-	BOX CULVERT APRON, CONCRETE, 6' X 4'	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,600.00	\$ 15,200.00	\$ -	\$ -
ALT-3.4	7030-C-1006	CONCRETE FLUME, PCC, 6 IN	SY	5	\$ 100.00	\$ 500.00	\$ 400.00	\$ 2,000.00	\$ 400.00	\$ 2,000.00	\$ -	\$ -
ALT-3.5	7030-C-1006	SIDEWALK/RECREATIONAL PATH, PCC, 6 IN	SY	27	\$ 100.00	\$ 2,700.00	\$ 80.00	\$ 2,160.00	\$ 125.00	\$ 3,375.00	\$ -	\$ -
SUBTOTAL BID ALT 3 CONSTRUCTION (Items ALT-3.1 to ALT-3.5)						\$ 34,200.00		\$ 51,660.00		\$ 39,815.00		\$ -

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE FLUME REPAIR AND WATER QUALITY IMPROVEMENTS IN GREEN MEADOWS", and moved:

- that the Resolution be adopted.
- ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ o'clock ____ M. on _____, 2016, at this place.

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 MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE FLUME REPAIR AND WATER
QUALITY IMPROVEMENTS IN GREEN MEADOWS 16-73

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Flume Repair and Water Quality Improvements in Green Meadows, described in the plans and specifications heretofore adopted by this Council on April 4, 2016, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: TK Concrete of Pella

Amount of bid: \$208,058

Portion of project: ~~All construction work~~ Base Bid + Bid Alt 1, 3, 4 & 5

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

PASSED AND APPROVED this 4th day of April, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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

City Clerk, City of Johnston, State of Iowa

(SEAL)

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Johnston, State of Iowa.
Date of Meeting: April 4, 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:

Construction of the Flume Repair and Water Quality Improvements in Green Meadows.

- Resolution approving construction contract and bond. 16-74

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

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

City Clerk, City of Johnston, Iowa

_____, 2016

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

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE FLUME REPAIR AND WATER QUALITY IMPROVEMENTS IN GREEN MEADOWS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE FLUME REPAIR AND WATER
QUALITY IMPROVEMENTS IN GREEN MEADOWS 16-74

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Flume Repair and Water Quality Improvements in Green Meadows, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: TK Concrete of Pella
Amount of bid: \$208,058 (Base Bid + Bid Alt 1, 3, 4 & 5)
Bond surety: _____
Date of bond: _____
Portion of project: All construction work Base Bid + Bid Alt 1, 3, 4 & 5

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

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

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

City Clerk, City of Johnston, State of Iowa

(SEAL)

CONTRACT CONT.

Project No. 11J016.01
CONTRACT NO. _____
DATE _____

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

WITNESSETH:

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

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

- A. Notice of Hearing and Letting**
- B. Instructions to Bidders**
- C. Proposal**
- D. Bid Bond**
- E. Contract**
- F. Performance Bond**
- G. Regulations of the Contract**
- H. Supplemental Regulations**
- I. Special Conditions**
- J. Detailed Specifications**
- K. Plans Numbered A.01 through U.03.**
- L. Standard Drawings**
- M. Addenda Number ____ through ____.**
- N. Change Orders Number ____ through ____.**
- O. Notice to Proceed**

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

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

CONTRACT CONT.

Project No. 11J016.01

**FLUME REPAIR AND WATER QUALITY IMPROVEMENTS
IN GREEN MEADOWS
Project No. 11J016.01**

Construction of the FLUME REPAIR AND WATER QUALITY IMPROVEMENTS IN GREEN MEADOWS including all materials, labor and equipment necessary for the installation of approximately: **210 CY of grading, 80 SY of PCC flume repair, 300 SY of PCC sidewalk, 50 LF of storm sewer, 22 EA storm sewer structures, 650 LF of 6" subdrain, pavement removals, erosion control, surface restoration and miscellaneous related work and appurtenances.**

The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of Two Hundred Eight Thousand Fifty-Eight and 00/100 dollars (\$208,058.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the City and to fully complete the project by August 12, 2016; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

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

OWNER

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Owner

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

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

CONTRACT CONT.

Project No. 11J016.01

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT CONT.

Project No. 11J016.01

Project Name: Flume Repair and Water Quality Improvements

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

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

See the following attachment dated April 7, 2014 for amendments and revisions that apply to **Flume Repair and Water Quality Improvements in Green Meadows**. These provisions modify those standards set forth in the latest version of the Urban Standard Specifications for Public Improvements. All sections of the specifications not changed by these amendments shall remain in effect.

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
DIVISION 1 - GENERAL (NOT USED)					
1.1	MOBILIZATION	LS	1	\$ 47,500.00	\$ 47,500.00
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE					
2.1	REMOVAL OF STRUCTURES	EA	1	\$ 2,500.00	\$ 2,500.00
2.2	REMOVAL OF PIPE	LF	60	\$ 25.00	\$ 1,500.00
2.3	REMOVAL OF CONCRETE FLUME	SY	17	\$ 30.00	\$ 510.00
2.4	REMOVAL OF SIDEWALK/RECREATIONAL TRAIL	SY	166	\$ 15.00	\$ 2,490.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION					
	(NOT USED)			\$ -	\$ -
DIVISION 4 - SEWERS AND DRAINS					
4.1	PIPE CULVERT, TRENCHED, RCP, CLASS III, 24 IN.	LF	32	\$ 110.00	\$ 3,520.00
4.2	PIPE APRON, CONCRETE, 24"	EA	4	\$ 2,750.00	\$ 11,000.00
DIVISION 7 - STREETS AND RELATED WORK					
7.1	SIDEWALK/RECREATIONAL PATH, PCC, 5 IN	SY	166	\$ 50.00	\$ 8,300.00
7.2	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	166	\$ 6.00	\$ 996.00
7.3	CONCRETE FLUME, PCC, 6 IN	SY	74	\$ 80.00	\$ 5,920.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL					
8.1	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING					
9.1	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	10360	\$ 0.70	\$ 7,252.00
9.2	WARRANTY	LS	1	\$ 2,500.00	\$ 2,500.00
9.3	REMOVE & INSTALL NEW HANDRAIL	EA	1	\$ 5,000.00	\$ 5,000.00
9.4	CHECK DAMS, EROSION STONE, INSTALLATION	TON	18	\$ 125.00	\$ 2,250.00
9.5	TURF REINFORCEMENT MATS (TRM)	SY	27	\$ 30.00	\$ 810.00
9.6	ROCK EROSION CONTROL	TON	20	\$ 125.00	\$ 2,500.00
	TOTAL BASE BID				\$ 108,548.00

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

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
BID ALT 1 - PEDESTRIAN CROSSING - PIONEER PARKWAY					
ATL-1.1	DETECTABLE WARNING	SF	48	\$ 37.50	\$ 1,800.00
ATL-1.2	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	38	\$ 10.00	\$ 380.00
ATL-1.3	RECREATIONAL TRAIL, PCC, 5"	SY	38	\$ 50.00	\$ 1,900.00
ATL-1.4	TYPE A SIGNS	SF	21	\$ 50.00	\$ 1,050.00
ATL-1.5	PAINTED PAVEMENT MARKINGS, DURABLE	FT	100	\$ 10.00	\$ 1,000.00
ALT-1.6	HYRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	SF	1100	\$ 0.70	\$ 770.00
ALT-1.7	EXCAVATION CLASS 10	CY	78	\$ 40.00	\$ 3,120.00
ALT-1.8	REMOVE AND RELOCATE SIGN PEDISTAL	EA	1	\$ 1,500.00	\$ 1,500.00
	TOTAL ALT 1 BID		10		\$ 11,520.00
BID ALT 3 - REPLACE TRAIL FLUME CROSSING WITH BOX CULVERT					
ALT-3.1	REMOVAL OF STRUCTURE	EA	1	\$ 2,500.00	\$ 2,500.00
ALT-3.2	BOX CULVERT, TRENCHED, RCP, CLASS III, 6' X 4'	LF	16	\$ 2,500.00	\$ 40,000.00
ALT-3.3	BOX CULVERT APRON, CONCRETE, 6' X 4'	EA	2	\$ 2,500.00	\$ 5,000.00
ALT-3.4	CONCRETE FLUME, PCC, 6 IN	SY	5	\$ 400.00	\$ 2,000.00
ALT-3.5	SIDEWALK/RECREATIONAL PATH, PCC, 6 IN	SY	27	\$ 80.00	\$ 2,160.00
	TOTAL ALT 3 BID				\$ 51,660.00
BID ALT 4 - TRAIL CIRCLE INTERSECTION					
ATL-4.1	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	106	\$ 10.00	\$ 1,060.00
ATL-4.2	REMOVAL OF RECREATIONAL TRAIL	SY	106	\$ 20.00	\$ 2,120.00
ATL-4.3	RECREATIONAL TRAIL, PCC, 6"	SY	106	\$ 75.00	\$ 7,950.00
	TOTAL ALT 4 BID				\$ 11,130.00
BID ALT 5 - INTAKES					
ATL-5.1	INTAKE, SINGLE GRATE, SW-502 48" MOD	EA	3	\$ 5,000.00	\$ 15,000.00
ATL-5.2	INTAKE, SINGLE GRATE, SW-512 24"	EA	3	\$ 3,000.00	\$ 9,000.00
ATL-5.3	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	24	\$ 50.00	\$ 1,200.00
	TOTAL ALT 5 BID				\$ 25,200.00
TOTAL CONSTRUCTION COST					\$ 208,058.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete, Inc., as Principal (hereinafter the “Contractor” or “Principal” and GRANITE RE, INC., as Surety are held and firmly bound unto CITY OF JOHNSTON, IOWA , as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Eight Thousand Fifty-Eight and 00/100 dollars (\$208,058.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

**FLUME REPAIR AND WATER QUALITY IMPROVEMENTS
IN GREEN MEADOWS
Project No. 11J016.01**

Construction of the FLUME REPAIR AND WATER QUALITY IMPROVEMENTS IN GREEN MEADOWS including all materials, labor and equipment necessary for the installation of approximately: **210 CY of grading, 80 SY of PCC flume repair, 300 SY of PCC sidewalk, 50 LF of storm sewer, 22 EA storm sewer structures, 650 LF of 6” subdrain, pavement removals, erosion control, surface restoration and miscellaneous related work and appurtenances.**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

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

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

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

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

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

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

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

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

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

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

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

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

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

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Project No. 11J016.01

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

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

NOTE:

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

1. CALL TO ORDER

Mayor Dierenfeld called the meeting to order at 6:00 p.m.

2. ROLL CALL

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

3. BOOK OF VALUES/APPRAISALS DISCUSSION

Public Works Director Dave Cubit introduced Russ Manternach of Commercial Appraisers of Iowa. Manternach explained the difference between property costs in the project book, which is a compensation estimate, and an actual appraisal.

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

Planning Intern Clayton Ender introduced Eric Wessels of Slingshot Architecture. Wessels reviewed the request to allow stone masonry as an alternative to brick. Wessels noted that the proposed building would be similar to that of the Fiedler and Timmer building on Windsor Parkway. Council Members noted their consensus with moving the project forward with the stone masonry.

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

Joe Pietruszynski of Hubbell Realty addressed the Council regarding proposed development within Windsor Office Park. Pietruszynski noted that Hubbell had listened to recommendations for transitioning residential property within the Park. He reviewed the proposed bi-attached homes, noting there would be 40 homes at a density of 5 units per acre. He also noted that the price point on the homes would be in the \$285,000 range. Chris Saddoris, also of Hubbell Realty, also addressed the Council regarding a high-density co-op proposal just to the west of the proposed project reviewed by Pietruszynski. She noted that the 57 units would be for sale units, not rentals. Hubbell representatives noted they had meetings set with the neighborhood.

Council members noted they were encouraged to see that Hubbell had listened to the concerns for residential development in the area and that they were anxious to hear the neighbor's reactions to the plan.

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

Finance and Human Resources Director Teresa Rotschafer and Library Director Eric Melton gave updates to the Council on their participation in the Capital Crossroads Collaboration.

7. DISCUSS CONSIDERATION OF A COMPLETE STREETS POLICY

Community Development Director David Wilwerding reviewed the Complete Streets policy, noting that it was essentially a multi-modal plan which facilitated looking at more than just how fast cars can go and how many traffic control devices are needed. He also noted that while Complete Streets was the title of the plan created by the MPO, the Johnston 2030 Comprehensive Plan contains Policies and Action Steps which encourage the multi-modal system. He noted that the MPO was encouraging cities to adopt the Complete Streets policy as part of the Tomorrow Plan and that they have also indicated that future funding of grants would likely be limited to those cities with an adopted policy.

The meeting adjourned at 6:59 p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

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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

Mayor Dierenfeld called the meeting to order at 7:06 p.m.

2. ROLL CALL

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

3. WELCOME

Mayor Dierenfeld welcomed residents and guests to the meeting.

4. PLEDGE OF ALLEGIANCE

FTC Robotics Competition Team led the meeting in the pledge and gave information about their team.

5. AGENDA APPROVAL

Motion by Clabaugh second by Lindeman to approve the Agenda as presented.

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

Motion Approved:

5-0

6. PUBLIC COMMUNICATIONS

MidAmerican Energy Trees Please! Grant presentation.

Kelly Swenson and Jason Badtram presented a \$2000 check to the Mayor and Parks Director John Schmitz. Debbie Stephens of Stephens Automotive requested the Council to allow her to place signs indicating that her business was still open during the road closure for the Beaver Drive Bridge project. Mayor Dierenfeld noted that staff would continue to work with her on the issue.

7. PUBLIC HEARINGS

None

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.

and that she was reviewing from the draft report. Rotschafer noted that the audit had identified three material weaknesses, but that there were no Compliance Findings reported.

Jaci Dammeier, Senior Manager with RSM, also addressed the Council noting that staff had been quick to act on the material weaknesses. Dammeier also noted that there were no difficulties working with staff.

Motion by Clabaugh second by Lindeman to receive and file the City of Johnston, Iowa June 30, 2015 Audit, with the condition that a final audit report is received.

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

Motion Approved: 5-0

- d. Consider the first amendment and extension of the contract with Waste Management of Iowa, Inc. for the collection and disposal of solid waste.

City Administrator Jim Sanders noted this item had been discussed at a previous Worksession. He advised that this was the first two-year extension and that the amendments mainly cleaned up language in the contract. Sanders noted that the rates for July 1 had not yet been received, but that Waste Management had notified the city there would be no tipping fee increase, just the fuel costs and CPI were slated to be adjusted.

Motion by Cope second by Clabaugh to approve the first amendment and extension of the contract with Waste Management of Iowa, Inc.

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

Motion Approved:

5-0

- 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.

Senior Planner Aaron Wolfe reviewed the issue and the process thus far, noting that the Council had tabled the issue at their February 2, 2016 meeting in an effort to allow the parties to resolve their issues through mediation. Wolfe noted that the parties had opted to address issues through legal counsel. Wolfe noted that the 60-day time limit for addressing the plat would expire on March 24. Wolfe noted that in an effort to aid in the negotiations, staff was recommending approval of the plat subject to conditions outlined in Resolution No. 16-25, which include the submission of amended covenants.

City Attorney Tim Pearson noted that he had been in contact with both parties and that negotiations had not yielded any resolution.

Council Member Brown asked for clarification on density and requirements for the R-1 (100) designation. Wolfe noted that the plat met all requirements. Brown inquired as to limitations related to building materials and square footage requirements. Wolfe noted there were no such limitations.

Motion by Temple second by Cope to remove the item from the table.

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

Motion Approved:

5-0

Council Member Cope presented a revised Resolution No. 16-25 in which language related to covenants and minimum square footage requirements would be replaced by a development agreement.

Ben Bruner, representing Art Coons, addressed the Council regarding the development agreement, noting that he was not in favor of the idea as it still preconditions development of the lot thereby removing the flexibility his client has in marketing the property. He also advised that negotiations with the neighbors are stopping, but that this process needs to move on.

Motion by Lindeman second by Temple to approve Resolution No. 16-26.

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

Motion Approved: 5-0

f. Consider approval of Claims in the amount of \$1,208,663.24

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

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

Motion Approved: 5-0

10. CITY ADMINISTRATOR/STAFF COMMENTS

None

11. CITY COUNCIL COMMENTS

Mayor Dierenfeld noted that Council members were invited to the Youth Homes Annual event on April 15, 2016 where the City would be named as a "Friend of Youth".

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

The meeting adjourned at p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016 Meeting

SUBJECT: Consider Resolution No. 16-80 – Approving Staff Appointments and Establishing Wages.

ACTION REQUIRED:

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

SYNOPSIS:

The following staff appointment is being considered:

Water/Wastewater

Sidnie Morris - Seasonal Maintenance Worker. Effective April 5, 2016.
\$10.00 per hour.

Parks

Louis Butelli – Seasonal Maintenance Worker. Effective April 5, 2016.
\$13.75 per hour.

FISCAL IMPACT:

Funds have been budgeted within the department.

RECOMMENDATION:

Approve Resolution No. 16-80.



RESOLUTION NO. 16-80

WHEREAS, the City of Johnston is hiring to fill seasonal vacancies; now therefore

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

Water/Wastewater

Sidnie Morris - Seasonal Maintenance Worker. Effective April 5, 2016. \$10.00 per hour.

Parks

Louis Butelli – Seasonal Maintenance Worker. Effective April 5, 2016. \$13.75 per hour.

PASSED AND APPROVED this 4th Day of April, 2016

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

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



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016

Meeting

<p>SUBJECT: Consider Liquor License renewal of a Class B Wine Permit and a Class C Beer Permit for the Hy-Vee Gas Convenience Store located at 5902 Merle Hay Road.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
--	--

<p>SYNOPSIS:</p>	<p>Hy-Vee , Inc. has requested renewal of the following applications: Class C Beer Permit which includes the following privileges for the new convenience store at 5902 Merle Hay Road.</p> <ul style="list-style-type: none"> • Class "B" Wine permit, including carryout wine • Class "C" beer permit, including carryout beer • Sunday Sales <p>The applicant has submitted the appropriate applications and paid the fees required by the City and State.</p>
<p>FISCAL IMPACT:</p>	<p>A portion of the application fee will be returned to the City.</p>
<p>RECOMMENDATION:</p>	<p>Approve renewal</p>



LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Hy-Vee Conv Store

New Existing

Address: 5902 Merle Hay Rd.

Applicant Name: Hy-Vee, Inc

Date Application Received: _____

Council Deadline Date: _____

Liquor License Privileges

License Class: B Wine
C Beer

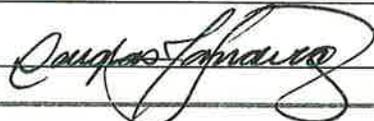
Outdoor Service
Sunday Sales

Building Official Review

Date to Building Official: _____ Inspection Date: 3/31/16

Pass Fail Re-Inspect Date if Fail: _____ Pass Fail

Reason for Fail: _____

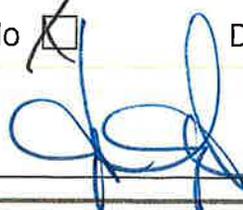
Building Official Signature: 

Police Department Review

Date to Police Department: 3/25/16

Interview Required: Yes No DCI Background Received: Yes No

Approve Deny

Chief of Police Signature:  #301 (ACTING)

City Clerk Review

City Council: Approve Deny

Endorse Date: _____

City Clerk Signature: _____

Applicant License Application (BC0030253)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee C-Store</u>		
Address of Premises: <u>5902 Merle Hay Road</u>		
City <u>Johnston</u>	County: <u>Polk</u>	Zip: <u>50131</u>
Business	<u>(515) 270-9045</u>	
Mailing	<u>5820 Westown Pkwy</u>	
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Denae Elgin</u>	
Phone: <u>(515) 267-2874</u>	Email <u>delgin@hy-vee.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 04/03/2016

Expiration Date: 04/02/2017

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>19862</u>	Federal Employer ID <u>42-0325638</u>

Ownership

Randy Edeker

First Name: Randy **Last Name:** Edeker
City: Urbandale **State:** Iowa **Zip:** 50322
Position: CEO, President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Stephen Meyer

First Name: Stephen **Last Name:** Meyer
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Executive VP, Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Michael Skokan

First Name: Michael **Last Name:** Skokan
City: Waukee **State:** Iowa **Zip:** 50263

Position: CFO, Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Jeffrey Pierce

First Name: Jeffrey

Last Name: Pierce

City: Waukee

State: Iowa

Zip: 50263

Position: Ass't Treasurer, Financial

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016

Meeting

<p>SUBJECT: Consider the Renewal of a Class B, C, and E Liquor License to Include Sunday Sales, carryout wine and beer for Hy-Vee Food Store, 5750 Merle Hay Road.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review</p>
---	--

SYNOPSIS:

Hy-Vee Food Store, 5750 Merle Hay Road has requested approval of the following renewal application:

- Class "B" Wine permit, including carryout wine
- Class "C" beer permit, including carryout beer
- Class LE Liquor Sales
- Sunday Sales

The applicant has submitted the appropriate application and paid the fees required by the City and State.

The application was filed in a timely manner and has been reviewed and approved by the City's Building Official and Chief of Police.

FISCAL IMPACT:

A portion of the application fee will be returned to the City.

RECOMMENDATION:

Approve application as presented



LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Hy-Vee FOOD STORE

New Existing

Address: 5750 Merle Hay Rd

Applicant Name: Hy-Vee, INC.

Date Application Received: _____

Council Deadline Date: _____

Liquor License Privileges

B wine

License Class: C Beer

E-Liquor

Outdoor Service

Sunday Sales

Building Official Review

Date to Building Official: _____ Inspection Date: 3/31/14

Pass Fail Re-Inspect Date if Fail: _____ Pass Fail

Reason for Fail: _____

Building Official Signature: *[Signature]*

Police Department Review

Date to Police Department: 3/25/16

Interview Required: Yes No DCI Background Received: Yes No

Approve Deny

Chief of Police Signature: *[Signature]* #301 (ACTING)

City Clerk Review

City Council: Approve Deny

Endorse Date: _____

City Clerk Signature: _____

Applicant License Application (LE0000653)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee Food Store</u>		
Address of Premises: <u>5750 Merle Hay Rd</u>		
City <u>Johnston</u>	County: <u>Polk</u>	Zip: <u>5013100</u>
Business	<u>(515) 270-9045</u>	
Mailing	<u>5820 Westown Parkway</u>	
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Denae Elgin</u>	
Phone: <u>(515) 267-2874</u>	Email <u>delgin@hy-vee.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 06/03/2016

Expiration Date: 06/02/2017

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>19862</u>	Federal Employer ID <u>420325638</u>

Ownership

Stepen Meyer

First Name: Stepen **Last Name:** Meyer
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Executive VP, Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Randy Edeker

First Name: Randy **Last Name:** Edeker
City: Urbandale **State:** Iowa **Zip:** 50322
Position: CEO, President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Michael Skokan

First Name: Michael **Last Name:** Skokan

City: Waukee State: Iowa Zip: 50263

Position: CFO, Treasurer

% of Ownership: 0.00% U.S. Citizen: Yes

Jeffrey Pierce

First Name: Jeffrey Last Name: Pierce

City: West Des Moines State: Iowa Zip: 50265

Position: Ass't Treasurer, Financial

% of Ownership: 0.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>EMPLOYERS MUTUAL CASUALTY COMPANY</u>		
Policy Effective Date:	<u>06/03/2016</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 4, 2016
Meeting

SUBJECT: Consider the Renewal of a Class B, C, and E Liquor License to Include Sunday Sales for Walgreens #5944, 6200 Merle Hay Road. There has also been a change to the corporate board which necessitates a Change of Ownership with the IABD.

ACTION REQUIRED:

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

SYNOPSIS:

Walgreens Co. has requested renewal of the following application for the sale of beer and wine at Walgreens #5944, located at 6200 Merle Hay Road:

- Class "B" Wine permit, including carryout wine
- Class "C" beer permit, including carryout beer
- Class LE Liquor Sales
- Sunday Sales

There has also been a change to the corporate board which necessitates a Change of Ownership with the IABD.

The applicants have submitted the appropriate application, and have paid the fees required by the State.

The application was filed in a timely manner and has been reviewed and approved by the Chief of Police and the Building Official.

FISCAL IMPACT:

A portion of the fee is refunded to the City of Johnston

RECOMMENDATION:

Approve applications as noted.



LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Walgreens #5944

New Existing

Address: 6200 Merle Hay Rd

Applicant Name: Walgreen Co

Date Application Received: _____

Council Deadline Date: _____

Liquor License Privileges

License Class: LE - Liquor

Outdoor Service
Sunday Sales

Building Official Review

Date to Building Official: _____ Inspection Date: 3/31/14

Pass Fail Re-Inspect Date if Fail: _____ Pass Fail

Reason for Fail: _____

Building Official Signature: *[Signature]*

Police Department Review

Date to Police Department: 3/25/16

Interview Required: Yes No DCI Background Received: Yes No

Approve Deny

Chief of Police Signature: *[Signature]* #301 (ACTING)

City Clerk Review

City Council: Approve Deny

Endorse Date: _____

City Clerk Signature: _____

Applicant License Application (LE0002177)

Name of Applicant:	<u>Walgreen Co.</u>		
Name of Business (DBA):	<u>Walgreens #05944</u>		
Address of Premises:	<u>6200 Merle Hay Rd</u>		
City	<u>Johnston</u>	County:	<u>Polk</u>
		Zip:	<u>50131</u>
Business	<u>(515) 331-0497</u>		
Mailing	<u>300 Wilmot Rd. MS 3301</u>		
City	<u>Deerfield</u>	State	<u>IL</u>
		Zip:	<u>60015</u>

Contact Person

Name	<u>Toni Franklin</u>		
Phone:	<u>(847) 527-4402</u>	Email	<u>toni.franklin@walgreens.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 06/17/2016

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>51081</u>	Federal Employer ID	<u>36-1924025</u>

Ownership

Mark Wagner

First Name: Mark **Last Name:** Wagner
City: Lake Forest **State:** Illinois **Zip:** 60045
Position: VP/Director
% of Ownership: 0.00% **U.S. Citizen:** Yes

Alexander Gourlay

First Name: Alexander **Last Name:** Gourlay
City: Glencoe **State:** Illinois **Zip:** 60022
Position: President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Alan Nielsen

First Name: Alan **Last Name:** Nielsen
City: Crystal Lake **State:** Illinois **Zip:** 60014
Position: VP/CFO/Treasurer
% of Ownership: 0.00% **U.S. Citizen:** Yes

Jan Reed

First Name: Jan **Last Name:** Reed
City: Riverwoods **State:** Illinois **Zip:** 60015
Position: VP/Corporate Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Amelia Legutki

First Name: Amelia **Last Name:** Legutki
City: Libertyville **State:** Illinois **Zip:** 60048
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Safeco Insurance Co</u>	
Policy Effective Date: <u>06/17/2015</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016 Meeting

SUBJECT: Consider a Class "C" Liquor License including Outdoor Service for the Johnston Chamber of Commerce - Green Days Celebration

ACTION REQUIRED:

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

SYNOPSIS:

The Johnston Chamber of Commerce has submitted an application for a five-day Class "C" Liquor License, with outdoor service privileges for the Johnston Green Days Celebration. As a three-day community event sponsored by Johnston community leaders, staff did not require the Chamber of Commerce to supply criminal history background information on the Board of Directors.

The application has been reviewed and approved by the Acting Chief of Police and the City's Building Official.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve application as presented

13



LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Johnston Chamber Green Days

New Existing

Address: _____

Applicant Name: _____

Date Application Received: _____

Council Deadline Date: _____

Liquor License Privileges

License Class: C

Outdoor Service
Sunday Sales

Building Official Review

Date to Building Official: 3/25/16 Inspection Date: 3/31/16

Pass Fail Re-Inspect Date if Fail: _____ Pass Fail

Reason for Fail: _____

Building Official Signature: *[Signature]*

Police Department Review

Date to Police Department: _____

Interview Required: Yes No DCI Background Received: Yes No

Approve Deny ***NOT REQUIRED**

Chief of Police Signature: *[Signature]* #301 (ACTING)

City Clerk Review

City Council: Approve Deny

Endorse Date: _____

City Clerk Signature: _____

Applicant License Application ()

Name of Applicant:	<u>Johnston Chamber of Commerce</u>				
Name of Business (DBA):	<u>Johnston Chamber of Commerce</u>				
Address of Premises:	<u>6700 Merle Hay Rd</u>				
City	<u>Johnston</u>	County:	<u>Iowa</u>	Zip:	<u>50131</u>
Business	<u>(515) 276-9064</u>				
Mailing	<u>8711 Windsor Parkway</u>				
City	<u>Johnston</u>	State	<u>IA</u>	Zip:	<u>50131</u>

Contact Person

Name	<u>Heather Goodwin</u>				
Phone:	<u>(515) 276-9064</u>	Email	<u>heather@johnstonchamber.com</u>		

Classification Class C Liquor License (LC) (Commercial)

Term:5 days

Effective Date: 06/15/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType:	<u>Sole Proprietorship</u>				
Corporate ID Number:			Federal Employer ID		

Ownership

Heather Goodwin

First Name: Heather

Last Name: Goodwin

City: Johnston

State: Iowa

Zip: 50131

Position: Executive Director

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>TRAVELERS INSURANCE</u>				
Policy Effective Date:			Policy Expiration		
Bond Effective			Dram Cancel Date:		
Outdoor Service Effective			Outdoor Service Expiration		
Temp Transfer Effective			Temp Transfer Expiration Date:		



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 April 4th, 2016

SUBJECT:

Consider Resolution 16-79, accepting a petition to rezone approximately 13.03 acres north of Windsor Parkway and West of Thomas Avenue from PUD, known as Windsor Office Park Planned Unit Development, to a new PUD allowing R-3 uses at a maximum density of 8 units per acre and R-4 uses at a maximum density of 16 units per acre.

ACTION REQUIRED:

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

SYNOPSIS:

Hubbell Realty Company has submitted a petition to rezone Lots 7, 8, and 10-15 of Windsor Office Park Plat 1 into a new PUD allowing for R-3, multiple-family residential uses at a maximum density of 8 units per acre, and R-4, multiple-family residential uses at a density of 16 units per acre. The properties are currently zoned Planned Unit Development, known as Windsor Office Park PUD, which allows uses of the PC, Professional Commerce Park District with upper-story residential uses.

The applicant has submitted a preliminary development concept indicating the construction of 40 units built as twin homes and a senior housing co-op with 57 units.

RECOMMENDATION:

Accept the petition and initiate an official zoning map amendment by referring this request to the Planning and Zoning Commission for review and recommendation.

Attachments:

- Rezoning Petition
- Vicinity Map
- Preliminary Concept

48

RESOLUTION 16-79

A RESOLUTION ACCEPTING A PETITION FOR AN OFFICIAL ZONING MAP AMENDMENT FOR APPROXIMATELY 13.03 ACRES AND ADJOINING RIGHT-OF-WAY FROM PUD, PLANNED UNIT DEVELOPMENT KNOWN AS WINDSOR OFFICE PARK TO A NEW PUD, PLANNED UNIT DEVELOPMENT ALLOWING R-3 USES AT A MAXIMUM DENSITY OF 8 UNITS PER ACRE AND R-4 USES AT A MAXIMUM DENSITY OF 16 UNITS PER ACRE AND REFERRING TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION. THE SUBJECT PROPERTIES ARE LOCATED WEST OF THOMAS AVENUE AND NORTH OF WINDSOR PARKWAY (LOTS 7, 8, 10, 11, 12, 13, 14, AND 15 WINDSOR OFFICE PARK PLAT 1)

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

The City Council hereby initiates an official zoning map amendment and refers the case to the Planning and Zoning Commission for recommendation.

PASSED AND APPROVED this 4th day of April, 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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



RECEIVED

DEVELOPMENT APPLICATION
City of Johnston, Iowa

MAR 30 2016

Submission Date: _____

Fee Amount: _____

No application will be accepted unless it complies with all the submittal requirements. Incomplete application will be returned to the applicant without further review.

TYPE OF REQUEST:

- Zoning Map Amendment
- Site Plan Review
- Planned Unit Development
- Grading Permit
- Administrative Approval

- Auditor's Plat
- Minor Subdivision
- Preliminary Plat
- Final Plat

JOHNSTON
 CC COMMUNITY DEV. DEPT
 DATE REC'D: 03/30/2016
 CASE NO.: P2110-0

PROJECT NAME:

Windsor Office Park PUD Amendment

PROJECT LOCATION:

North side of Windsor Parkway and to the East and West of NW 90th street
 (Street Address or Project Location)

PROPERTY OWNER:

Windsor Office Park, LLC

Name
 3101 Ingersoll Avenue
 Address
 Des Moines, IA 50312
 City State Zip
 Phone Fax Email Address

APPLICANT:

Hubbell Realty Company (Kris Sadoris and Joe Pietruszynski)

Name
 6900 Westown Parkway
 Address
 West Des Moines IA 50265
 City State Zip
 515-243-3228
 Phone Fax Email Address

CONSULTANT:

(Architect, Engineer, etc.)

Caleb Smith, PE (McClure Engineering Company)

Name
 1360 NW 121st Street
 Address
 Clive IA 50325
 City State Zip
 515-964-1229 515-964-2370 csmith@mecresults.com
 Phone Fax Email Address

PERSON TO BE BILLED:

Applicant

Name
 Address
 City State Zip
 Phone Fax Email Address

MAR 30 2016

DESCRIBE SCOPE OF PROJECT:

PUD Amendment to allow for townhomes on the west side of 90th street and a senior coop project to the east of NW 90th.

LEGAL DESCRIPTION:

Lots 7, 8 and 10-15 of Windsor Office Park Plat 1

(May be attached separately)

OWNER AND APPLICANT SIGNATURE AND CONSENT:

I/we hereby submit and consent to the development application in the City of Johnston. I/we acknowledge that I/we may be responsible for additional costs for plan review by a consulting engineer and/or attorney. I/we certify that I/we am/are familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Johnston, and have submitted ALL required information.

Paul C. Weeks

Signature Property Owner

3/30/16

Date

PAUL WEEKS

Property Owner (Please Print)

JOE PIETRUSZYNSKI

Signature of Applicant

3/30/16

Date

Applicant (Please Print)

NOTE: ALL APPLICATIONS MUST HAVE THE CURRENT PROPERTY OWNER'S SIGNATURE(S), OR THE PERSONS WITH THE PROPER POWER OF ATTORNEY.

For questions concerning this Development Application please contact:

Johnston Community Development Department:
6221 Merle Hay Road
P.O. Box 410
Johnston, IA 50131
Phone (515) 278-2344
Fax (515) 727-7776
www.cityofjohnston.com

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: 3/30/2016

We, the owners of property located at 8841 & 8951 Thomas Ave, 5909 NW 90th St and 8951-9231 Windsor Pkwy
respectfully petition you to amend the Johnston Zoning Ordinance by rezoning the following legally
described property:

Lots 7, 8, and 10-15 of Windsor Office Park Plat 1

from the PUD District to the PUD 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.

Paul C. Weeks

Signature of Petitioner

3101 Inverdale, DSM IA

Address

515-778-4308

Phone Number

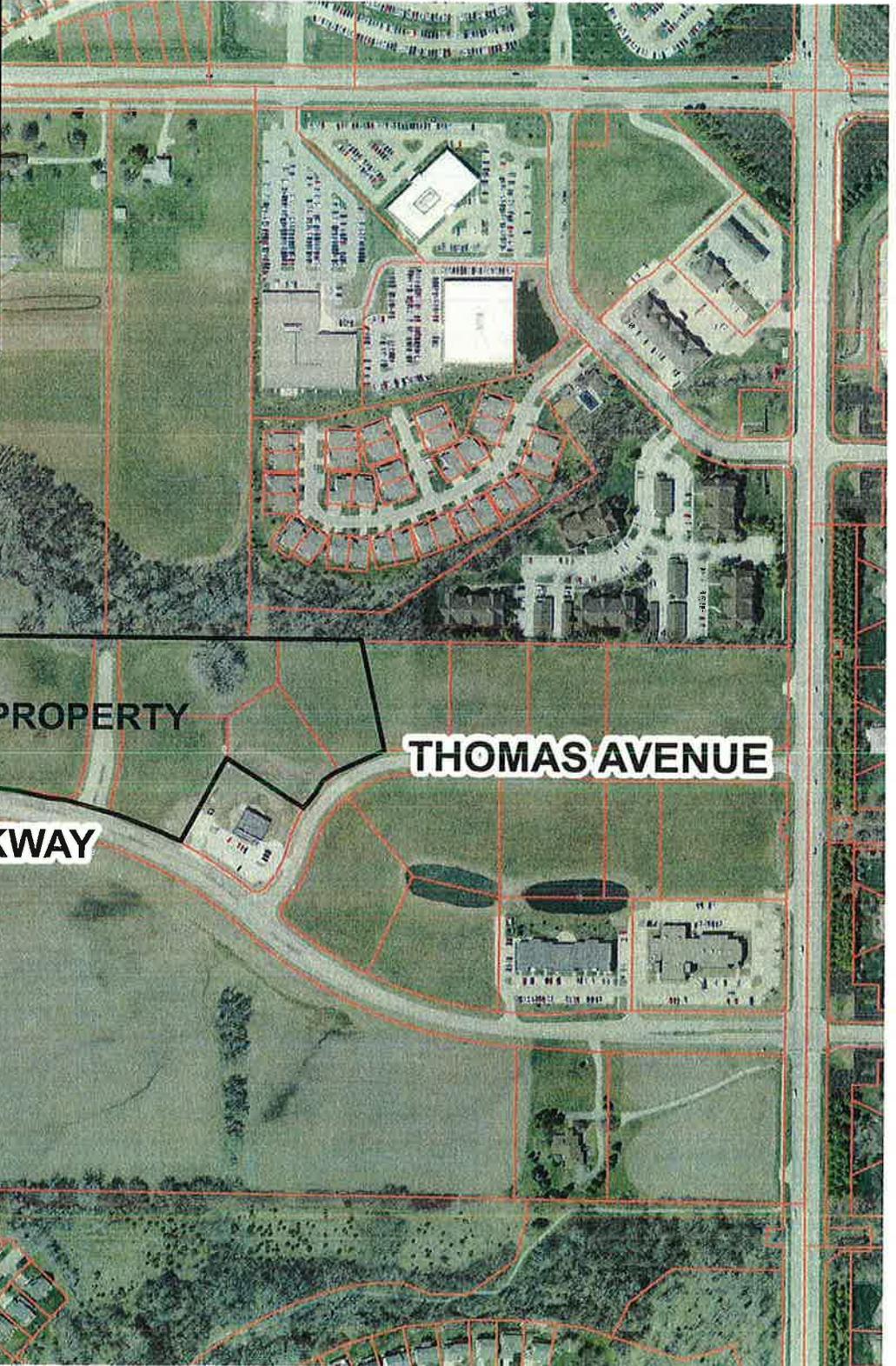
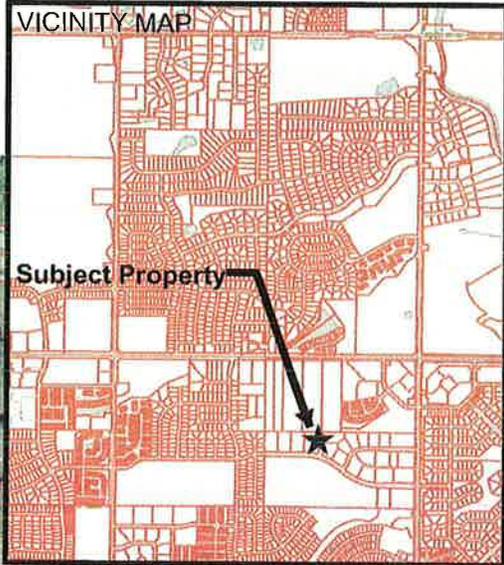
Attachments

FOR OFFICE USE ONLY

Petition Received By: REBEKAH DAVIS Date: 03/30/2016

Petition Filed: _____ Fee Paid: \$250.00 Receipt Number: 500222

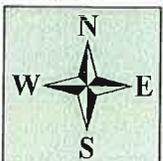
**PZ CASE 16-08
WINDSOR OFFICE PARK PUD AMENDMENT - REZONING**

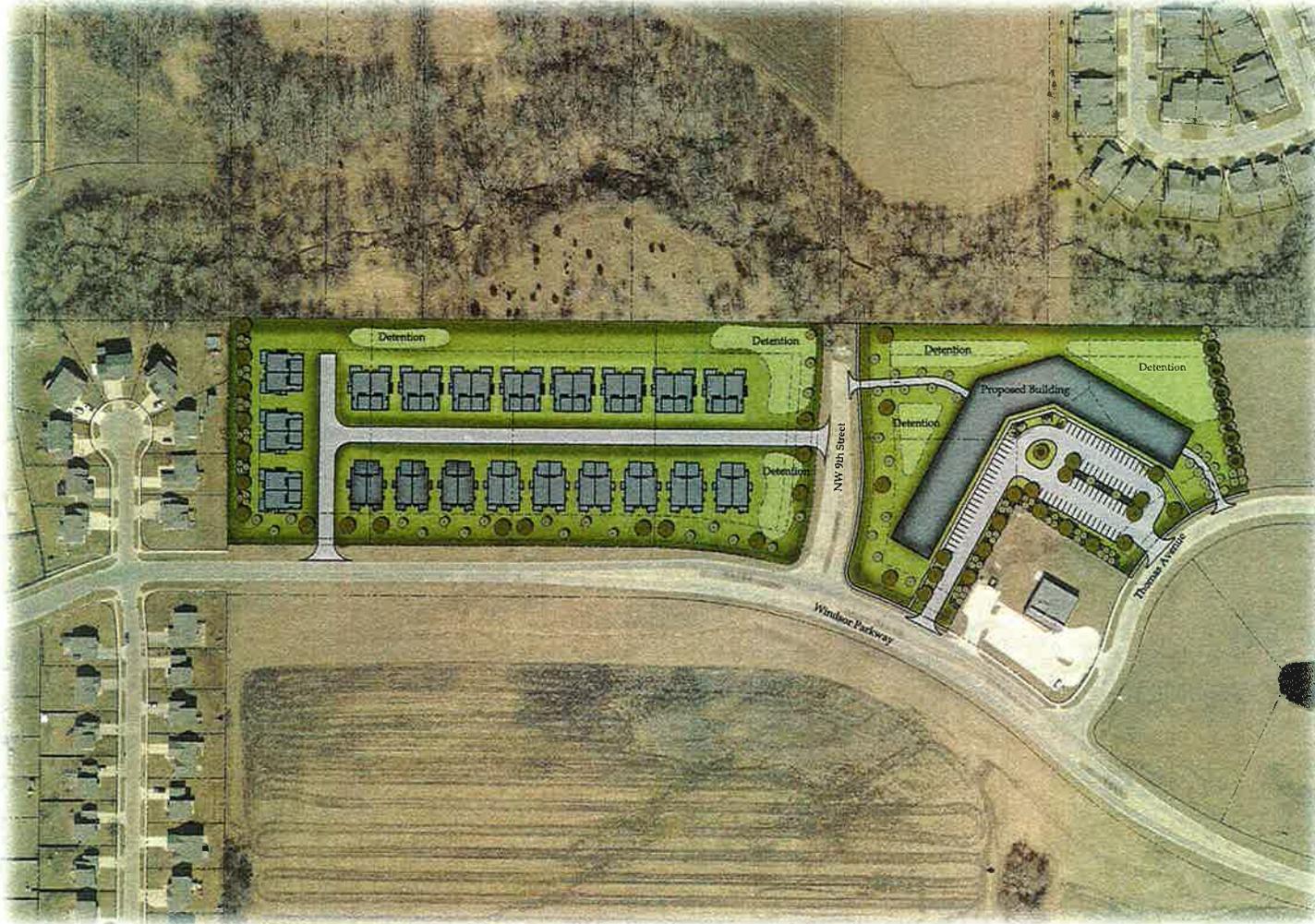


SUBJECT PROPERTY

THOMAS AVENUE

WINDSOR PARKWAY





Windsor Office Park
Johnston, Iowa
March 2016





ITEM NO. **81**

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 4th, 2016 Meeting

SUBJECT: Consider Resolution 16-75 a resolution authorizing a contract amendment to Snyder & Associates for work related to the Terra Lake Phase 2 & 3 Project	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:

The design and engineering for phase II & III of this project has been completed. This contract amendment would provide the construction administration, observation, staking and topography surveys for both phase II and phase III. These phases are scheduled to be complete by December 1, 2016.

FISCAL IMPACT:

Estimated Cost: \$179,500. Funds are available in the Capital Improvement fund for this expense.

RECOMMENDATION:

Approve Resolution 16-75

Motion by _____, seconded by _____, to approve

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

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RESOLUTION NO. 16-75

A RESOLUTION AUTHORIZING A CONTRACT AMENDMENT TO SNYDER & ASSOCIATES FOR WORK RELATED TO THE TERRA LAKE PHASE 2 & 3 PROJECT

WHEREAS, Snyder & Associates, Inc. can provide Construction Administration, Construction Observation, Construction Staking and As-Build Topography surveys; and

WHEREAS, Snyder & Associates can provide information toward the planning and design of Phase 2 & 3, Terra Lake Project; and

WHEREAS, these services should include a preconstruction conference; periodic site visits for observations; a review of all Contractor's pay requests; and a final site review with associated punch list if necessary.

WHEREAS, It has been determined that said services fall outside the scope of the agreed upon contract.

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

Amendment 1 for the Terra Lake Phase 2 & 3 Project for the amount of \$179,500 be

PASSED AND APPROVED this 4th day of April, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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

**AMENDMENT
TO
ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN
CITY OF JOHNSTON, IOWA and SNYDER & ASSOCIATES, INC.
DATED MARCH 28, 2016,
CONCERNING THE PROJECT IDENTIFIED AS:
TERRA LAKE PARK IMPROVEMENTS- PHASE 2 & 3**

NOW ON THIS 28th day of March, 2016, the undersigned parties do hereby agree to amend the contract referenced above in the following respects:

1. By adding EXHIBIT "B" attached to said Agreement dated September 8, 2015, with EXHIBIT "B" CONSTRUCTION SERVICES, attached hereto and by this reference made a part hereof, anything to the contrary notwithstanding.

CITY OF JOHNSTON

By: _____

Title: _____

SNYDER & ASSOCIATES, INC.

By: Allen Munsterman

Title: Principal Engineer

EXHIBIT "B"

**CONSTRUCTION SERVICES
TERRA LAKE PHASE 2 & 3
JOHNSTON, IOWA**

**SNYDER & ASSOCIATES, INC.
PROJECT NO. 115.0890.01
ADDITIONAL SERVICES AS ATTACHED TO THE ORIGINAL AGREEMENT
DATED SEPTEMBER 8, 2015**

PROJECT DESCRIPTION

This project includes construction administration, construction observation, construction staking and construction testing for the Phase 2 & 3 site improvements for Terra Lake Park.

Phase 2 improvements include all materials, labor and equipment necessary for site demolition and clearing, earthwork, erosion control, storm sewer, water service, sanitary sewer service, electrical service, HMA trail, HMA parking lot pavement, PCC pavement, bio-retention cells, lighting and miscellaneous related work.

Phase 3 improvements include all materials, labor and equipment necessary for earthwork, erosion control, storm sewer, water service, sanitary sewer service, electrical service, restroom building and shelter, amphitheater shelter and arbor, open shelter, PCC retaining walls, PCC pavement, lighting, upper pool landscape features, stone work, weir wall, recirculating pump and miscellaneous related work.

SCOPE OF SERVICES

I. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

Upon award of the construction contract, the Engineer shall perform the following administrative services during construction of the Project:

1. Preconstruction Conferences - The Engineer will arrange and conduct a preconstruction conference with the Contractor, City, and utility companies to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.

2. Shop Drawing Review - The Engineer will review shop drawings and other submittals from the Contractor for general compliance with the Construction Contract.
3. Site Observation- The Engineer will visit the construction site, at such times and with such frequency deemed necessary by the Engineer, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP).
4. Contractor Payment Requests - The Engineer shall review the requests of the Contractor for progress payments and shall make a recommendation for approval of a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
5. Notification of Non-Conformance - The Engineer shall notify the City of any known work which does not conform to the construction contract documents, make recommendations to the City for the correction of non-conforming work and, at the request of the City, see that these recommendations are implemented by the Contractor.
6. Change Orders - The Engineer shall evaluate and prepare change orders for consideration and approval by the City.
7. Substantial Completion and Final Site Observation - The Engineer shall perform a site observation visit to determine if the Project is substantially complete according to the plans and specifications, and make a recommendation on final payment for construction
8. During the Construction Services Phase, the Project Manager shall confer with the City's Project Officer to report Project status. A written progress report shall be submitted and written in such a way that is suitable for use as a City Council information item.
9. If the Contractor exceeds the Contract Dates as specified in completing construction of the Project, or if change orders or project additions require additional working days, the Engineer will be compensated for administration, inspecting and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Exhibit "A").
10. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Engineer. Final acceptance of the Project by the City shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike

manner, free of defects in materials and workmanship nor the Engineer for liability of design.

B. CONSTRUCTION SURVEY AND STAKING

The Engineer shall provide construction survey and layout for the Project. The construction documents contain a provision that the Engineer will provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense. The following items will be staked and are described in detail in the Contract Documents.

1. GPS machine control points
2. Storm sewer
3. Light pole bases
4. Paving
5. Independent structural staking
6. As-built survey

C. CONSTRUCTION OBSERVATION

The Engineer will provide one or more Resident Engineer or Resident Construction Observer for the Project as required during the Construction Phase. If the Contractor requests a waiver of any provisions of the plans and specifications, the Engineer will make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Engineer to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the Project during the construction period, including the following:

1. Setting and/or checking of lines and grades required during construction.
2. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP).
3. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
4. Resident Services provide the City with representation at the job site during the Construction Phase of the Project which results in increasing the probability that the Project will be constructed in substantial compliance with the Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

D. CONSTRUCTION TESTING

The Engineer shall provide construction testing services through the use of an independent construction testing laboratory and geotechnical engineer Allender Butzke Engineers, Inc., 3660 109th Street, Urbandale, Iowa 50322. This testing includes the following services.

1. Part time testing of compacted fill, including moisture and density testing
2. Laboratory testing of soil, including Standard Proctor testing, Falling Head Permeability testing, Atterberg Limits testing and Sieve Analysis, as determined necessary by the Engineer.
3. Field concrete inspection and concrete cylinder pick-up for PCC trail areas.
4. Laboratory testing of concrete including compressive strength of cylinders.
5. Proof roll observations and on-site engineering consultation as requested by the Engineer.
6. Engineering consultation and administration as requested by the Engineer.

II. SCHEDULE

1. The described services will be performed in accordance with the project schedule as detailed in the construction documents.

Anticipated Notice to Proceed: April 1, 2016
Final Completion Date: December 1, 2016

2. The anticipated schedule includes construction in 2016. The Consultant shall not be responsible for delays in the schedule which are beyond the Consultant's control.

COMPENSATION

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

Construction Administration	\$58,200
Construction Survey and Staking- Phase 2	\$12,000
Construction Survey and Staking- Phase 3	\$14,000
Construction Observation	\$58,000
Construction Testing- Phase 2	\$18,200
<u>Construction Testing- Phase 3</u>	<u>\$19,100</u>
Total	\$179,500

ADDITIONAL SERVICES

The Client may request Additional Services from the Consultant not included in the Scope of Services as outlined. Additional Services may include, but not limited to, expanding the scope of the project and work to be completed; requesting the development of various documents; extending the time to complete the project through no fault of the Consultant; or requesting additional work items that increases the services and corresponding costs. Additional Services will be performed as requested in writing by the Client on an hourly basis in accordance with the current Consultant's Standard Fee Schedule in effect at the time of performance.

SNYDER & ASSOCIATES, INC.
2016-17
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$190.00	/hour
Principal	\$179.00	/hour
Senior	\$161.00	/hour
VIII	\$148.00	/hour
VII	\$141.00	/hour
VI	\$136.00	/hour
V	\$127.00	/hour
IV	\$115.00	/hour
III	\$107.00	/hour
II	\$97.00	/hour
I	\$83.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$113.00	/hour
Senior	\$109.00	/hour
VIII	\$102.00	/hour
VII	\$94.00	/hour
VI	\$83.00	/hour
V	\$75.00	/hour
IV	\$69.00	/hour
III	\$58.00	/hour
II	\$50.00	/hour
I	\$44.00	/hour
Administrative		
II	\$58.00	/hour
I	\$47.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 4, 2016 Meeting

SUBJECT: Consider resolution 16- 76 waiving the prohibition against possession and use of alcohol in Johnston Commons Park for Kites on the Green and Metro Arts Jazz in July	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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JPS

SYNOPSIS:

Chapter 47.20 of the Johnston City Code prohibits the possession and use of alcoholic beverages on park property. Johnston will be hosting two events this spring and summer and event organizers have requested waiving the prohibition against the possession and use of alcohol in Johnston Commons Park. The events are:

- May 7, 2016 – Kites on the Green
- July 24, 2016 - Metro Arts Jazz in July

Alcohol will not be sold or served at the events, but participants would be allowed to bring their own alcohol. For example, it is not unusual for people that attend Metro Arts Jazz in July events to bring a bottle of wine to enjoy while listening to the music. Food will be available at each event and there will be music and activities for children.

Note: alcohol is allowed to be served at events held at the Simpson Barn and Crown Point as long as a police officer is present. If alcohol is allowed a uniformed police officer will be present at these events.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve resolution 16-76



RESOLUTION NO. 16-76

A RESOLUTION WAIVING THE PROHIBITION AGAINST POSSESSION AND USE OF ALCOHOL IN JOHNSTON COMMONS PARK FOR KITES ON THE GREEN AND METRO ARTS JAZZ IN JULY

WHEREAS, the city of Johnston will be hosting the Kites on the Green on Saturday, May 7, 2016 from 10:00 a.m. to 8:00 p.m. and the Metro Arts Jazz in July event on Sunday, July 24, 2016 from 5:30 to 8:30 p.m.;

WHEREAS, Chapter 47.20 of the Johnston Code of Ordinances prohibits the possession and consumption of alcoholic beverages on park property;

WHEREAS, alcohol will not be sold or served at Kites on the Green or the Metro Arts Jazz in July event but on occasion participants at these events will bring their own beer or wine to consume while listening to the music;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the prohibition of possession and consumption of alcoholic beverages in chapter 47.20 of the City Code is waived for Kites on the Green on Saturday, May 7, 2016 from 10:00 a.m. to 8:00 p.m. and the Metro Arts Jazz in July event scheduled for Sunday, July 24, 2016 from 5:30 to 8:30 p.m. in Johnston Commons Park.

PASSED AND APPROVED this 4th day of April, 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Council Meeting
April 4, 2016

SUBJECT: Approval for out of state travel for Scott Chiri.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>MC</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:	Scott Chiri will be attending the 2016 Show for Snow Conference May 22 nd thru May 25 th . This conference will be held in Hartford, Connecticut.		
FISCAL IMPACT	Conference registration	\$600.00	
	Hotel room	\$685.00	
	Airfare	Yet to be determined	
RECOMMENDATION:	Approval		

Motion by _____, seconded by _____, Approval out of state travel for Scott Chiri.

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



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
April 4, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 1 to United Contractors, Inc. in the amount of \$226,993.65 for work completed as of March 18, 2016 on the NW 70th Avenue Improvements Retaining Wall.</p>	<p>ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>MG</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 1 in the amount of \$226,993.65 for work completed as of March 18, 2016 on the NW 70th Avenue Improvements Retaining Wall.

\$11,947.03 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 18, 2016 on the NW 70th Avenue Improvements Retaining Wall.

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



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

PAY REQUEST 1

Contractor: **United Contractors, Inc.**
 6678 NW 62nd Avenue
 Johnston, IA 50131

Project Title	NW 70th Avenue Improvements Retaining Wall		
City of Johnston Project File No.	346	Project Number	13J020.02
Purchase Order Number			
Orig. Contract Amount & Date	\$243,609.68	10/5/2015	
Notice to Proceed Date			
Estimated Completion Date	3/1/2016		
Pay Period	2/1/2016	to	3/18/2016
Pay Request Number	1		
Date	4/4/2016		
Contract ID			

BID ITEMS								
Item No.	Item Code	Description	Unit	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE								
2.1	2010-C-1000	CLEARING & GRUBBING	LS	1	\$11,500.00	\$11,500.00	1.00	\$11,500.00
DIVISION 4 - SEWERS AND DRAINS								
4.1	SPECIAL	STORM SEWER, TRENCHED, DIP, 24 IN.	LF	30	\$400.00	\$12,000.00	30.00	\$12,000.00
4.2	4020-C-1000	REMOVAL OF STORM SEWER LESS THAN OR EQUAL TO 36 IN.	LF	24	\$70.00	\$1,680.00	24.00	\$1,680.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL								
8.1	8010-D-1000	TRAFFIC CONTROL	LS	1	\$3,250.00	\$3,250.00	1.00	\$3,250.00
DIVISION 9 - SITEWORK AND LANDSCAPING								
9.1	9010-B-1400	HYDRAULIC SEED, FERT. & MULCH, TYPE 4 (URBAN TEMPORARY E	AC	1	\$5,000.00	\$2,500.00	0.00	\$0.00
9.2	9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGER	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00
9.3	9040-J-5000	RIP RAP, CLASS E	TON	15	\$100.00	\$1,500.00	16.81	\$1,681.00
9.4	9040-N-1000	SILT FENCE, INSTALLATION	LF	750	\$2.00	\$1,500.00	375.00	\$750.00
9.5	9040-N-3000	SILT FENCE, REMOVAL	LF	600	\$1.00	\$600.00	0.00	\$0.00
9.6	9040-Q-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	AC	2	\$500.00	\$1,000.00	0.00	\$0.00
9.7	9060-E-1000	REMOVAL OF FENCE (SALVAGE)	LF	502	\$4.75	\$2,384.50	502.00	\$2,384.50
9.8	SPECIAL	PILE, STEEL SHEET	SF	8,923	\$22.66	\$202,195.18	8923.00	\$202,195.18
TOTAL						\$243,609.68		\$238,940.68



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
April 4, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 2 to Alliance Construction Group in the amount of \$85,689.81 for work completed as of March 18, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval <i>llk</i></p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 1 in the amount of \$85,689.81 for work completed as of March 18, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.

\$8,811.03 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. 2 is attached.

FISCAL IMPACT

The funds for this payment will come from account 346

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 2

Motion by _____, seconded by _____, Approval of Pay Request No.2 to Alliance Construction Group for work completed as of March 18, 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 2



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

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

Division 1 City of Johnston
Division 2 City of Grimes

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	\$7,381,434.50 12/21/2015
Notice to Proceed Date	2/29/2016
Estimated Completion Date	10/14/2016
Pay Period	3/4/2016 to 3/18/2016
Pay Request Number	2
Date	4/4/2016
Contract ID	

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-G-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	75.00	0.00	\$1,200.00	\$0.00	\$1,200.00
2.3	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	47,462	2,331	\$8.00	\$379,836.00	\$18,648.00	400.00	0.00	\$3,200.00	\$0.00	\$3,200.00
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	1,081	\$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	668	0	\$110.00	\$62,480.00	\$0.00	44.00	0.00	\$4,840.00	\$0.00	\$4,840.00
4.2	4010-E-1004	SANITARY SEWER SERVICE STUB, TRENCHED, 4 IN.	LF	129	0	\$175.00	\$22,575.00	\$0.00	99.00	0.00	\$17,325.00	\$0.00	\$17,325.00
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-1516	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	2,126	149	\$105.00	\$223,230.00	\$15,645.00	177.00	0.00	\$18,585.00	\$0.00	\$18,585.00
4.10	4020-A-1618	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	38	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	120.00	0.00	\$6,000.00	\$0.00	\$6,000.00
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, 16 IN.	EA	4	1	\$1,500.00	\$6,250.00	\$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	0.686	0.414	\$18,000.00	\$9,378.00	\$8,624.00	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	\$3,800.00	\$9,625.00	\$875.00	0.50	0.00	\$1,750.00	\$0.00	\$1,750.00
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	1.00	0.00	\$3,500.00	\$0.00	\$3,500.00
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	1.00	0.00	\$8,000.00	\$0.00	\$8,000.00
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	1.00	0.00	\$5,000.00	\$0.00	\$5,000.00
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	3.00	0.00	\$2,100.00	\$0.00	\$2,100.00

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	\$16,000.00	\$8,790.00	\$6,210.00	0.00	0.00	\$0.00	\$0.00	\$0.00
7.6	7010-J-1000	GRANULAR SURFACING	TON	85	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	796.20	0.00	\$7,962.00	\$0.00	\$7,962.00
7.16	SPECIAL	TEMPORARY PAVEMENT, 6 IN.	SY	4,020	0	\$42.00	\$168,840.00	\$0.00	192.90	0.00	\$8,101.80	\$0.00	\$8,101.80
7.17	SPECIAL	TRANSITION PAVEMENT	SY	1,068	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	\$26.00	\$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	\$1,097.25	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	0.06	0.04	\$17,050.00	\$13,826.00	\$30,876.00
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	\$2,591.00	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	205.00	0.00	\$410.00	\$0.00	\$410.00
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	\$18.00	\$6,372.00	\$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
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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	0010	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							\$6,883,418.60	\$687,846.60			\$159,784.50	\$16,426.00	\$176,220.50
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OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016 Meeting

SUBJECT: Consider the following Resolutions for the NW Frost Way Water Main Relocation Project:

- Resolution No. 16- 77--A Resolution Accepting the project
- Resolution No. 16-78—A Resolution releasing retainage.

ACTION REQUIRED:

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

SYNOPSIS:

Wes Farrand, Project Manager, 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.

Staff is requesting the City Council consider the following:

- Resolution No. 16-77-A Resolution accepting the project.
- Resolution No. 16-78-A Resolution releasing retainage.

RECOMMENDATION:

Approval



RESOLUTION NO. 16-77

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS KNOWN AS
THE NW FROST WAY WATER MAIN RELOCATION PROJECT.**

WHEREAS, Wes Farrand, Project Engineer, Snyder & Associates, Inc. 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:

WHEREAS, the Engineer is recommending the acceptance of the NW Frost Way Water Main Relocation project.

PASSED AND APPROVED this 4th day of April, 2016.

Mayor, Paula Dierenfeld

ATTEST:

Cyndee Rhames, City Clerk

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



March 14, 2016

Honorable Mayor and Council
City of Johnston
6400 NW Beaver Drive
Johnston, IA 50131

RE: NW FROST WAY WATER MAIN RELOCATION
FINAL ACCEPTANCE

Honorable Mayor and City Council:

At this time, Synergy Contracting LLC has completed the work associated with the above referenced project. The work on this project has been reviewed by both Snyder and City staff and found to in substantial conformance with the contract documents.

I hereby recommend that the City Council accept the project as complete at the next City Council meeting and approve Pay Application No. 3 for \$2,955.00 and thereupon releasing the retained funds with the contingency that no claims are filed during the required 30 day period.

Assuming no claims are filed, the remaining retainage of \$1,284.79 would then be payable 31 days after your acceptance of the project. This final retainage payment is submitted as Pay Application No. 4.

Please feel free to contact me if you have any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.


Wes Farrand, P.E.
Project Manager

RESOLUTION NO. 16-78

**A RESOLUTION APPROVING RELEASE OF RETAINAGE FOR THE NW
FROST WAY WATER MAIN RELOCATION PROJECT.**

WHEREAS, Wes Farrand, Project Manager, Snyder & Associates, Inc., recommends payment of retainage as provided for in the contract, now therefore,

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

Release Retainage for the NW Frost Way Water Main Relocation Project in the amount of \$1,284.79 is hereby approved.

PASSED AND APPROVED this 4th day of April, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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

APPLICATION FOR PARTIAL PAYMENT NO. 4

PROJECT: NW Frost Way Water Main Relocation
OWNER: City of Johnston, Iowa
CONTRACTOR: Synergy Contracting LLC
ADDRESS: PO Box 388
Bondurant, Iowa 50035
DATE: April 4, 2016

PAYMENT PERIOD: March 7, 2016 to April 4, 2016

1. CONTRACT SUMMARY:

Original Contract Amount:	\$86,340.00
Net Change by Change Order:	<u>-\$687.30</u>
Contract Amount to Date:	\$85,652.70

CONTRACT PERIOD: COMPLETION DATE

Original Contract Date: August 3, 2015
Final Completion Date: September 7, 2015

2. WORK SUMMARY:

Total Work Performed to Date:	\$85,652.70
Retainage: 5% 4.5% 0%	<u>\$0.00</u>
Total Earned Less Retainage:	\$85,652.70
Less Previous Applications for Payment:	<u>\$84,367.91</u>

Added by Change Order: 0 Working Days

Notice to Proceed Date: August 12, 2015

AMOUNT DUE THIS APPLICATION: \$1,284.79

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: 3-11-16

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By Wally Farnell

DATE: 3/14/16

5. OWNER'S APPROVAL

City of Johnston, Iowa

OWNER

By _____

DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

BASE BID		CONTRACT ITEMS				COMPLETED WORK			
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	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			
					TOTAL CONTRACT & CHANGE ORDERS	\$85,652.70	TOTAL COMPLETED WORK	\$85,652.70	



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016 Meeting

SUBJECT: To Approve entering into agreement with Foth Infrastructure for the NW 54th Court Improvements (phase 3) Project.

ACTION REQUIRED:

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

SYNOPSIS:

We have received the proposed agreement from Foth Infrastructure to provide the Design services for phase 3 of the E of Merle Hay Road Improvements project. Phase 3 is for the area of NW 54th Court from NW 57th Ave to NW 60th Ave.

FISCAL IMPACT

Funds for this project are included in the Capital Improvements Program

RECOMMENDATION:

Approval

Motion by _____, seconded by _____, To Approve entering into agreement with Foth Infrastructure for the NW 54th Ct Improvements (phase 3) Project.

ROLL CALL VOTE:

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

Brown

Clabaugh

Cope

Lindeman

Temple



AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NW54th Court Improvements (Phase 3) Johnston City Project No. _____

This Agreement is made and entered into this ____ day of April, 2016, by and between the CITY OF JOHNSTON, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

DESIGN OF THE NW 54TH COURT IMPROVEMENTS (PHASE 3) FROM NW 57TH AVENUE TO NW 60TH AVENUE IN JOHNSTON, IOWA.

1. SCOPE OF SERVICES

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

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

a. Functional Design	\$ 31,000.00
b. Design Survey	\$ 64,500.00
c. Preliminary Design	\$ 61,500.00
d. Final Design	\$ 61,000.00
e. Project Bidding	\$ 8,500.00
f. Real Estate Services	<u>\$ 77,500.00</u>
	\$ 304,000.00

II. Construction Period Services

a. Construction Administration	(not included)
b. Resident Engineering/Observation	(not included)
c. Construction Survey	(not included)

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of

the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

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

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultants' personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

FOR THE CONSULTANT:

Name:	<u>City of Johnston</u>	Name:	<u>Foth Infrastructure and Environment</u>
Attn:	<u>Dave Cubit, Public Works Director</u>	Attn:	<u>Patrick P. Kueter, P.E.</u>
Address:	<u>6400 NW Beaver Dr., P.O. Box 410</u>	Address:	<u>8191 Birchwood Court, Suite L</u>
City, State:	<u>JOHNSTON, IA 50131-0410</u>	City, State:	<u>Johnston, IA 50131</u>

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

CITY OF JOHNSTON

BY: 

Name: Patrick P. Kueter
Title: Client Director

BY: _____
Paula Dierenfeld, Mayor

WITNESS

ATTEST



Name: Douglas Ernst, P.E.
Title: Project Director

Name: _____
Title: _____

ATTACHMENT 1

SCOPE OF SERVICES

The work to be performed by the **Consultant** under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project consists of reconstruction of NW 54th Court from NW 57th Avenue to NW 60th Avenue in Johnston, Iowa. The Consultant will complete roadway design, including storm sewer design, sanitary sewer extension and water main replacement. This scope of services is based on the following project assumptions:

- Reconstruction of NW 54th Court from NW 57th Avenue to NW 60th Avenue, approx. 1,900-ft. The reconstruction does not include the intersection of NW 54th Court and NW 60th Avenue.
- Design services and property acquisitions and easements for the project to be completed in 2016-2017.
- Utility Relocation, as necessary, to be completed in 2017.
- Construction services to be completed as supplemental agreement (anticipated to be completed in 2018).

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. **BASIC SERVICES OF THE CONSULTANT.**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following basic services in regard to the Project:

A. **FUNCTIONAL DESIGN**

Complete functional design for the street improvements. The primary focus will be on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. Incorporate potential elements that may affect the corridor improvements, including property impacts and traffic operations. The plans will show street geometrics, utility locations, and property lines.

The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will develop and submit to the City design criteria to be used in the developing the intersection improvements. Criteria will conform to the City of Johnston, Iowa DOT, SUDAS and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Preferred Clear Zone of 8', Acceptable Clear Zone of 5.5'.
- Provisions for pedestrians and/or bicycles.

- Street lighting requirements.
- Utility corridor locations.

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City of Johnston prior to proceeding with subsequent tasks.

Task 2 - Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types and clear-zones. This task does not include pavement and subgrade design.

This task also includes identifying potential storm sewer, sanitary sewer, water main and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for storm sewer, water mains or sanitary sewers.

Task 3 - Develop Preliminary Geometrics

Develop preliminary geometrics for the project.

Task 4 - Develop Horizontal Alignments and Vertical Profiles

Utilizing preliminary geometrics; develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria.

Task 5 – Storm Sewer Design

Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major cross road culverts based on Chapter 2 SUDAS Design Manual.

Task 6 – Water Main Design

Develop a water main alignment that will replace an existing distribution system. Determination of locations of hydrants, valves, water services and other key connections is included in this task. This task includes development of a staging plan to maintain water service throughout the duration of construction.

Task 7 – Sanitary Sewer Design

Develop a sanitary sewer collection system, including manhole, service and cleanout locations.

Task 8 - Utility Research

The Consultant will meet with the utility companies, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 9 - Meetings

It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

The functional design will be graphical and will be used as a reference in preparing preliminary and final plans for the roadway improvements. The City of Johnston will review

the functional design. The Consultant will provide roll plots and drawings to facilitate the review of the design. Suggested revisions or design modifications will be addressed in the preliminary design phase. A brief memorandum with supporting marked-up plan sets will serve to document completion of this task and acknowledgement of design changes to be executed in preliminary design phase.

Task 10 - Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

B. DESIGN SURVEYS

The Consultant shall perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant shall perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey

The Consultant shall perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in

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

Task 5 - Right-of-Way Survey

The Consultant shall perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that thirty-one (31) parcels are within the project limits.

Task 7 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant shall prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

Fee-Title Right-of-Way Acquisitions = 20 each
 Temporary Construction Easement = 31 each

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

PARCEL NUMBER	PARCEL NAME	FEE-TITLE ACQUISITION	TEMPORARY CONSTRUCTION
1	Sharrie Lee McKinney Trust	1	1
2	Carolyn A. Hansen	1	1
3	David A. & Patricia A. Goss Jr.	-	1
4	Randall J. & Roberta A. Tarlton	-	1
5	James E. & Eunice Garrison	1	1
6	Layne Gronau	1	1
7	George Huber & Juli Hoffman-Huber	1	1
8	Cody & Mark Grunsted	1	1
9	Craig B & Cynthia E. Sandahl	-	1
10	Craig B & Cynthia E. Sandahl	-	1
11	Craig B & Cynthia E. Sandahl	1	1
12	Ila J. Woodhall	1	1
13	Christopher D. & Taylor L. Simmons	1	1
14	Richard D. & Judith A. Smith	1	1
15	Michele Djordjevic	1	1
16	James E Tolsdorf Revocable Trust	-	1
17	Jessica N. Scullen & Thomas C. Heggen	-	1
18	Marlin M. & Jane A. Eaton	-	1
19	Leslie A. Kiem	-	1
20	George E. & Elly Sadek	1	1
21	Lorna Sander	1	1
22	Correy P. Lansink	1	1
23	Larry C. & Barbara A. Sheesley	1	1
24	Margarett Huber	1	1
25	Childserve Homes Inc.	-	1
26	Chad Ziebol	-	1
27	John F. & Wanda J. Konz	1	1
28	James & Ulrike Grimaldi	1	1
29	Beverly Schultz	1	1
30	Charles Q. Norelius	1	1
31	John T. Harding & Kristin J. Baer-Harding	-	1

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions shall be "of" descriptions and not be metes & bounds descriptions. The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats shall also be completed in accordance with the City of Johnston requirements.

This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 8 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately 5 soil borings.

Task 9 - Public Notice of Project

The Consultant shall prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant shall distribute the notice letter following the City review and approval.

C. PRELIMINARY DESIGN PHASE

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, sanitary sewer system, water main, utility relocation, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 - Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

Title and General Information Sheets (A Sheets)

Assemble the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Preliminary Typical Cross Sections and Preliminary Details (B Sheets)

Assemble the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities and Preliminary Estimate of Miscellaneous Quantities (C sheets)

Determine preliminary bid items to be included in the project, along with an estimate of quantities for each item. An estimate reference is not included in this task.

Preliminary Plan and Profiles (D and E Sheets)

Develop preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline.

Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary drafting work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=40'.

Reference Ties and Bench Marks (G Sheets)

Assemble reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Right-of-Way Sheets (H Sheets)

Develop sheets that will show the existing right-of-way, proposed right-of-way, permanent easement and temporary easement information in relation the proposed centerline, control points and property ownership.

Preliminary Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)

Develop a plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

Develop pavement marking and traffic signing plans to be placed into service following construction. The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plan sheets will be 1"=20'.

Preliminary Storm Drainage Design (M Sheets)

This task will include an inventory of existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, a design will be developed to support the proposed improvements. Preliminary plan and profile sheets will be developed to show the storm drain, intakes and additional drainage structure improvements. The scale of these sheets will be 1"=40'.

Preliminary Sanitary Sewer and Water Main Design (R Sheets)

Develop preliminary plan and profile sheets that will show the proposed sanitary sewer and water main improvements. Included will be the necessary drafting work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=40'.

Accessible Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations, design transitions between the sidewalk and driveways, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Special Construction Details (U Sheets)

This task consists of preliminary design and drafting associated with special project details.

Detailed Cross Sections (W Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Roadway Lighting Exhibit

Select lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Task 2 – Project Coordination

Maintain/Update Mailing List

The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies and interested parties. The City will provide the initial list of interested parties.

Individual Property Owner Meetings

The Consultant will initiate meetings with individual property owners to address issues of specific concern to adjacent properties. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, construction staging, information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that one initial 1 meeting with thirty-one (31) individual property owners will be required prior to beginning negotiations.

Public Information Meetings

The Consultant will conduct two (2) public informational meetings that will be attended by three (3) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding neighborhoods and a discussion of the conceptual plan, construction staging as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. This task includes preparation of the public notification letter, display materials and hand out information for the meeting. Also includes reviewing the results of the meeting with the Project Development Team.

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

Utility Coordination Meetings

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

Meetings with Local Elected Officials

Informational update presentations will be provided to the Johnston City Council on an as-needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Johnston Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend two (2) meetings.

This task includes exhibits need for meetings with Local Elected Officials. Exhibits for the Johnston Council Work Sessions will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, wetland mitigation site, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 3 - Budget Review and Preliminary Opinion of Probable Cost

The Consultant shall prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. The Consultant shall if necessary make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates shall be based on representative major project elements and recent bid information. The cost estimate will include a mix of detailed quantity takeoffs and percentage-based costs.

Task 4 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 - Preliminary Field Review

A field review will be held with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the field review will enhance preparation for Final Plans.

Task 6 - Meetings

It is estimated that the Consultant's staff will attend two (2) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 7 - Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

Task 8 - Geotechnical Exploration and Analyses (Allender Butzke Engineers, Inc.)

Complete geotechnical exploration along the project corridor. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing five (5) borings at approximately 400-ft intervals, extending to depths of about 15 to 20 feet below existing grade, for purposes of the sanitary sewer design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures

and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

The soils report will contain a description of the project; a summary of drilling, sampling and testing procedures, logs of the borings and test results, and geotechnical recommendations. The reports shall also include recommendations regarding sanitary sewer trench design.

D. FINAL DESIGN PHASE

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Design Traffic Data.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Plan and Profiles (D and E Sheets) - This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Reference Ties and Bench Marks (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Right-of-Way Sheets (H Sheets)

Finalize Right-of-Way sheets showing the existing right-of-way, proposed right-of-way, permanent easement and temporary easement information in relation the proposed centerline, control points and property ownership.

Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)

This item consists of final design and drafting of the traffic control, staging, permanent pavement marking and traffic signing plans.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets) – This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Design of Storm Drainage Systems (M Sheets) - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Final Sanitary Sewer and Water Main Plan and Profiles (R Sheets) - This task consists of final design and drafting of the plan and profile sheets for the water main and sanitary sewer construction, including design details.

Accessible Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations, transitions between sidewalks and driveways, calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Soils Design (T Sheets) - This task consists of final design and drafting of the soils information and earthwork quantities.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Final Design Cross-Sections (W Sheets) - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Section – Construction Permit Application
- IDNR Wastewater Section – Construction Permit Application
- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract,

Supplementary General Conditions, and Detailed Construction Specifications. Also, the Statewide Urban Design and Specifications shall be utilized for this project.

Task 4 – State Revolving Fund Design Coordination

The Consultant shall prepare the necessary submittals and participate in the necessary coordination to satisfy the State Revolving Fund (SRF) requirements to secure the loan.

Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 – Special Assessment Documentation

Prepare special assessment documentation according to the City's Special Assessment Policy using the Modified Flint Formula to determine special benefit conferred upon benefited properties. The documentation shall include preliminary plat and schedule, preliminary resolution for construction, resolution fixing value of lots, resolution adopting preliminary plat and schedule, resolution of necessity, grade ordinance, description certificate, certificate of completion, and final plat and schedule.

The preliminary and final assessment plats must show the following information:

- 1) The boundaries of the district containing the lots proposed to be assessed.
- 2) The location of each lot under separate ownership within the district, including the property of all railways and utilities subject to assessment.
- 3) The location of the improvement within the district, together with the terminal points of all major parts proposed to be assessed.
- 4) The type and general details of the improvement.

The preliminary and final assessment schedule must show the following information for each lot within the district:

- 1) A description and parcel number of each lot and the name of the property owner.
- 2) The valuation of each lot as determined by the council.
- 3) The total amount proposed to be assessed to each lot, including the assessment for the default fund, if any.
- 4) The proportion of the estimated total cost of the public improvement which is allocated to each lot.
- 5) The amount of deficiency, if any, between the amount proposed to be assessed and the proportion of the estimated total cost of the public improvement allocated to each lot. The amount of deficiency shall be shown as a conditional deficiency assessment as authorized by Iowa Administrative Code (IAC) sections 384.60, 384.62 and 384.63.

The Consultant will work with the City's legal counsel to guide the City through the special assessment process and documentation required to meet state law. It is estimated that the Consultant will attend up to three (3) meetings with the City Council and legal counsel during the special assessment process.

Task 6 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Task 7 - Meetings

It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 8 - Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

E. PROJECT BIDDING PHASE

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that sixty (60) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

F. REAL ESTATE SERVICES

The Consultant shall assist the City in securing of property easements for the project. The City shall serve as the primary representative with regard to negotiations and acquisitions. The coordination and management of the easement acquisition process shall be facilitated by the Consultant as part of the project scheduling.

The work tasks to be performed by the Consultant and Subconsultant shall include the following tasks:

Task 1 - Report of Record Ownership and Liens (Title Searches) (Iowa Title Company)

The Consultant shall obtain the services from an abstract company for the purpose of determining ownership interests(s) and instruments affecting title of land to be acquired in the name of the City.

For preliminary land survey purposes, the abstract company shall deliver a title report for each parcel affected by the project to provide reasonable assurance of property ownership/interests of the real estate. This title report shall identify all mortgages, the last deed and easements of record, real estate tax assessment and payment information, and liens and claims pending in probate or other proceedings.

For acquisition purposes, a report of record ownership and liens will be obtained for thirty-one (31) parcels.

Task 2 - Appraisals (Commercial Appraisers of Iowa)

The Consultant shall obtain the services from an independent fee appraiser for the purpose of determining fair market value of land to be acquired for the improvements. The services outlined in this task include (1) Preparation of an update to the Project Data Book with comparable sales and ranges of values for purposes of determining permanent/temporary land values across all properties with the project corridor. The Project Data Book shall be the basis for entering into property negotiations, as well as provide documentation and justification for a land purchase as required for use of the public funds. (2) Value Finding Appraisals for specific properties requiring an in-depth appraisal. The appraisals outlined in this task will be value-finding appraisals and before/after appraisals are not included.

It is estimated that an appraisal will be obtained for two (2) properties for which the appraiser shall determine compensation estimates to offer just compensation for permanent easements. This task also includes staking of the parcels for which appraisals are to be completed.

Task 3 – Right-of-Way/Easement Acquisition Assistance

The Consultant shall provide support assistance in right-of-way and easement acquisitions. The City shall complete acquisition negotiations in accordance with the provisions of the Iowa Code Chapter 543B regarding the requirements for persons who purchase real estate. The consultant shall assist the City in preparation of right-of-way/easement documents and answer technical questions with regard to the construction of the project. The City shall have acquisition contracts and other documents necessary to secure the required right-of-way/easement reviewed to ensure compliance with state and federal law.

When an agreement cannot be reached with an owner of interest through normal negotiation procedures, the Consultant shall review the parcel giving full consideration to all pertinent data and make a recommendation as to whether a settlement should be attempted at an amount in excess of the original offer or whether to acquire the parcel by condemnation proceedings. Three (3) meetings with the property owner by the negotiator without progress towards a settlement shall constitute non-agreement through normal negotiations procedures.

It is assumed 6 hours of time for up to 31 parcels where fee-title right-of-way, permanent and/or temporary easements are assumed (estimated total of 186 hours) will be required for negotiations and acquisitions. If additional time is required for negotiations and acquisitions, the estimated fee will need to be revised accordingly.

Task 4 - Closing Services (*assumed that the closing services will be completed by the City*)

Task 5 - Condemnation Services (*Task not required*)

Condemnation Services are not included in this Scope of Services and these services will be completed under a supplemental agreement to this contract and shall include any appraisal service updates, updating of title opinions, and testimony required for the condemnation process.

PROJECT DELIVERABLES

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- One (1) set of the original Final Construction drawings (half-size 11"x17") and final Project Manual.
- Fee-title Right-of-Way, Permanent and Temporary Easement Plats (1 copy of original signed plats)

ADDITIONAL SERVICES:

Additional Services are *not* included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) Review Appraisals
- 2.) Eminent Domain proceedings
- 3.) Preparation of Environmental Evaluation and Documentation
- 4.) Historical and Archeological Preservation Investigations (Section 106)
- 5.) Contaminated Soils Investigations
- 6.) Wetland Delineation/Mitigation and 404 Permitting
- 7.) Streetscape Design
- 8.) Traffic Signal Design
- 9.) Structural/Retaining Wall Design
- 10.) Bridge Design
- 11.) Special Geotechnical Considerations
- 12.) Subsurface Utility Investigations
- 13.) Storm Water Pollution Prevention Monitoring
- 14.) Construction Period Services
- 15.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2

SCHEDULE

The Consultant shall complete the following phases of the Project in accordance with the schedule shown; assuming notice to process is issued by the City on or before February 15, 2016. If notice to proceed is given at a later date, time of completion shall be extended accordingly.

Functional Design	April – May 2016
Design Survey	April 2016
Preliminary Plan Preparation	June – July 2016
Property Acquisitions	August 2016 – January 2017
Final Plan Preparation	May – July 2016
IDNR Construction Permit Submittal	July 2016
Plan Approval & Project Letting	January – February 2017
Utility Relocations	May – September 2017
Construction	April – November 2018

It must be understood that the Consultant does not have control over the length of time that the IDNR requires to review, comment on, and subsequently issue a construction permit. Construction of the proposed pump station facility cannot begin until the required IDNR construction permit is issued. The Consultant shall not be held responsible for delays in the project due to the length of time the IDNR requires for permit issuance.

ATTACHMENT 3 SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C 2016 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION HOURLY RATE

Project Director	\$184.00
Project Manager	\$153.00-\$179.00
Project Scientist	\$163.00
Project Advisor	\$164.00
Lead Engineer	\$167.00
Project Engineer	\$128.00-\$153.00
Staff Engineer	\$106.00-\$125.00
Lead Technician	\$127.00
Engineering Technician	\$98.00-\$119.00
CAD Technician	\$85.00
Construction Manager	\$145.00
Lead Field Technician	\$119.00
Field Technician	\$69.00-\$104.00
Land Surveyor	\$149.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.72 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2016. Rates subject to change annually on January 1.



ITEM NO. BP₁

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016

SUBJECT: Receive and file updated Tax Increment Financing annual certifications for November 2015

ACTION REQUIRED:

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

JPS

SYNOPSIS

Each year businesses that have Development Agreements with the City for Tax Increment Financing (TIF) must certify certain information by either October 15 or November 1. Certifications include information such as their assessed value, proof they are current on payment of their property taxes and information on jobs created, if required in their TIF agreement. Staff reviews the certifications and calculates the amount of TIF rebate.

Attached is an updated report for the 2015 certifications which is based on 1/1/15 valuations and are payable in FY17. It is red-lined indicating changes from when the City Council originally received it in November 2015. The assessed values used to calculate the rebates reflect the 90% commercial property tax rollback which is applied to the 1/1/15 valuations.

The items updated are as follows:

- The DuPont Pioneer - Mendel Expansion, Insectory Improvements, Reid B,C, D Remodel and Seed Treating Facility Development Agreement includes projects that are located in two different TIF districts. This is noted in the updated report so people that review the report will know where to find the information.
- The rebate amount for the DuPont Pioneer Beaver Creek Plat I was corrected.
- The DuPont Pioneer Beaver Creek Plat II (Crick Building) was moved from TIF #3 to TIF #6.

These changes clean up the report and make it more user friendly. It does not change the TIF agreements nor the amount owed to the companies under the current agreements.

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1

FISCAL IMPACT

TIF rebate payments as shown in the memo.

RECOMMENDATION

Receive and file the amended 2015 TIF certification.



MEMO

TO: Teresa Rotschafer
FROM: Jim Sanders
DATE: ~~November 21, 2015~~ March 26, 2016 update
RE: 2016-17 payout schedule for TIF certifications completed October 15 and November 1, 2015

Note: In 2013 the Iowa Legislature approved a property tax rollback for commercial properties. The rollback changed the basis for which property taxes are calculated for commercial properties from 95% to 90% of their assessed value based on the 1/1/15 valuations. Since TIF rebates are based on the taxes paid on the incremental taxable value, if the taxable value is reduced, the amount of taxes paid is reduced which also reduces the amount of the property tax rebates.

TIF #1, East Central

Cornerstone Commons, 6365 Merle Hay Road - \$20,000

One half or \$10,000 on 12/1/16, the second payment (\$10,000) on 6/1/17

(When these rebates are provided the city will have paid \$60,000 of the maximum \$200,000 obligation, six of twenty rebates)

DuPont/Pioneer Research Growth Chambers and Research Samples Group - \$226,591

Due 6/1/17

When this rebate is provided the city will have paid \$458,158 of the maximum \$1,572,000 obligation (second of five annual rebates)

DuPont/Pioneer Seed Treating Facility (see DuPont/Pioneer Mendel Expansion, Insectory Improvements, Reid B, C, D Remodel and Seed Treating Facility in TIF #3)

Lithia of Des Moines - \$27,109

Due 6/1/17

When this rebate is provided the city will have paid \$27,109 of the maximum \$339,040 (first of five annual rebates)

Note: The original TIF calculation anticipated a growth in taxable valuation of \$3,395,800. Based on the 2015 valuations the actual growth in taxable valuation was \$1,434,800 (when you factor in the base valuation - \$2,792,200; and commercial property tax rollback - 90%).

TIF #2, Beaver Creek West

Iowa Nebraska Equipment Dealers Association - \$6,623

Due June 1, 2017

(When this rebate is provided the city will have paid \$23,533 of the maximum \$75,960 TIF obligation (fourth of five annual rebates) and \$3,200 of the additional \$4,000 incentive)

Note: the rebates on this project are less than originally calculated. The original value placed on the property by the developer was \$1,019,000 with an incremental value of \$660,000. The actual 2015 value is \$527,000 with an incremental value of \$308,200.

TIF #3, NW 62nd Avenue

DuPont/Pioneer Reid Lab and Office Renovation/Krug Phase II Greenhouse Improvements - \$24,450

Due 6/1/17

(When this rebate is provided the city will have paid \$124,848 of the maximum \$945,810 obligation, four of five to nine annual rebates; since this is a phased project the city anticipates a partial payment in FY14 & FY15; full payment in FY 16, FY17 & FY 18; and a partial payment in FY 19 & 20)

DuPont/Pioneer Beaver Creek Plat 1 - \$805,682,716,145

Due 6/1/17

When this rebate is provided the city will have paid \$2,289,756 of the maximum \$4,281,514 TIF obligation (third of five annual rebates); this amount does not include \$268,611 of the annual 'Road Deduction' payments, third of five annual payments.

~~DuPont/Pioneer Beaver Creek Plat II (Creek Building) - \$770,034~~

~~Due 6/1/17~~

~~When this rebate is provided the city will have paid \$770,034 of the maximum \$4,446,248 obligation (first of five annual rebates)~~

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DuPont/Pioneer Krug 2011 Fast Corn Technology - \$290,964

Due 6/1/17

When this rebate is provided the city will have paid \$600,118 of the maximum \$1,499,480 obligation (second of five annual payments)

DuPont/Pioneer Krug 2013 Greenhouse Improvements - \$4,377

Due 6/1/17

When this rebate is provided the city will have paid \$4,377 of the maximum \$73,048 obligation (first of five annual rebates)

DuPont/Pioneer Mendel Expansion, Insectary Improvements, Reid B, C, D Remodel and Seed Treating Facility (located in TIF #1) - \$4,864
Due 6/1/17

When this rebate is provided the city will have paid \$4,864 of the maximum \$2,236,640 obligation (first of five annual rebates for each project)

Mendel (rebate due June 1, 2017) - \$4,864
(first of five annual rebates)

Insectary (rebate due June 1, 2018) -

Reid B, C, & D (rebate due June 1, 2019) -

Seed Treating facility (located in TIF #1; rebate due June 1, 2018) -

TIF #4, Windsor Office Park

Windsor Office Park - \$104,533

Due June 1, 2017

(When this rebate is provided the city will have paid \$827,833 of the maximum \$1,737,000 obligation)

TIF #6, West Central

DuPont/Pioneer Beaver Creek Plat II (Crick Building) - \$770,034

Due 6/1/17

When this rebate is provided the city will have paid \$770,034 of the maximum \$4,446,248 obligation (first of five annual rebates)



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

April 4, 2016 Meeting

SUBJECT: First consideration of Ordinance 943 Establishing the street grades for the NW 60 th Avenue Improvements from Merle Hay Road to 667 FT East of Merle Hay Road.	ACTION REQUIRED: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <i>uk</i> <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:	We have received paperwork from Ahlers and Cooney for the consideration of establishing an Ordinance for the street grades for the NW 60 th Avenue Improvements from Merle Hay Road to 667 FT East of Merle Hay Road. Staff would like to recommend to waive second and third reading.
RECOMMENDATION:	Approve first consideration, waive second and third reading, and adopt and publish.

Motion by _____, seconded by _____, First consideration of Ordinance 943 Establishing the street grades for the NW 60th Avenue Merle Hay Road to 667 FT East of Merle Hay Road.

AP

(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: April 4, 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:

- Consideration of proposed Ordinance Establishing the Street Grades for NW 60TH Avenue Improvements (Phase 4A) from Merle Hay Road to 667 FT East of Merle Hay Road.

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

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

City Clerk, City of Johnston, State of Iowa

_____, 2016

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

Absent: _____

* * * * *

ORDINANCE NO. 943

AN ORDINANCE ESTABLISHING THE STREET GRADES FOR NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) FROM MERLE HAY ROAD TO 667 FT EAST OF MERLE HAY ROAD.

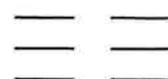
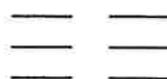
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA that:

SECTION I. The new grades and elevations of NW 60th Avenue, beginning 33' east of the centerline of Merle Hay Road and ending 700' east of the centerline of Merle Hay Road, are hereby established about the datum plane as follows:

The centerline of NW 60th Avenue from Station 6000+86 to Station 6007+53 as the centerline of NW 60th Avenue Stationing increases from west to east:

<u>Station</u>	<u>Centerline Elevation</u>	<u>Grade</u>
6000+86.00	830.19	-1.12
6001+00.00	830.03	-1.12
6001+25.00	829.75	-1.12
6001+50.00	829.48	-0.96
6001+75.00	829.29	-0.55
6001+90.00	829.02	VPI
6002+00.00	829.20	-0.15
6002+09.14	829.19 (LP)	0.00
6002+25.00	829.21	0.26
6002+50.00	829.32	0.50
6002+75.00	829.45	0.50
6003+00.00	829.57	0.50
6003+25.00	829.70	0.50
6003+50.00	829.82	0.50
6003+75.00	829.95	VPI
6004+00.00	829.82	-0.50
6004+25.00	829.70	-0.50
6004+50.00	829.57	-0.50
6004+75.00	829.45	-0.44
6005+00.00	829.38	-0.13
6005+10.00	829.37 (LP)	0.00
6005+20.00	829.22	VPI
6005+25.00	829.38	0.19
6005+50.00	829.47	0.50
6005+75.00	829.63	0.75
6006+00.00	829.82	0.75
6006+25.00	830.00	0.75

Brown
Cope
Temple



90
have been accounted for in the proposed resolution. The comment memo date from Foth has been revised to reflect their most recent review. Public Works did not provide a revised comment memo and indicated that Foth's memo satisfactorily covers their concerns.

Condition #7 was added to the approved recommendation at the P&Z meeting on March 14th. See Stormwater Management Section and Road Network Section.

~~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~~ March 30, 2016 shall be addressed.
 - ~~g. Address all comments from Public Works memo dated March 10, 2016.~~
5. **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.
6. **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.
 - d. Provide evidence of the creation of a Home Owner Association to manage and maintain stormwater management facilities within the plat.
7. **City Council should review existing stormwater issues in the neighborhood and review neighborhood traffic concerns.**

Attachments:

Proposed Preliminary Plat prepared by Cooper Crawford & Associates LLC, dated March 2, 2016;
Vicinity Map;
Notice of Public Meeting;
Comment Memo from Johnston Community Development Staff dated, February 24, 2016;
Comment Memo from Matt Greiner, Johnston Public Works, dated March 10, 2016;
Comment Memo from Foth Engineering, dated March 30, 2016;
Johnston 2030 Comprehensive Plan Major Street Improvement Plan;
Johnston 2030 Comprehensive Plan Future Parks and Trails System Plan.
Written Comments from Neighbors

RESOLUTION 16-69

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR WILKIE ADDITION

WHEREAS, the Planning & Zoning Commission has reviewed this request during its regular meeting on March 14th, 2016, and recommended approval of PZ Case No. 16-04 with noted conditions;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the Preliminary Plat for Wilkie Addition is hereby approved subject to the following conditions,

1. The project shall conform to the requirements, standards and regulations of the City of Johnston.
2. Council acceptance of a development agreement reflecting a credit for installation of a recreational trail toward satisfaction of the parkland dedication requirement provided said improvement represents a value equivalent to the required contribution (\$11,264.40).
3. Council deferral on approval of the street name for the street currently named "Wilkie Lane" until the time of Final Plat approval.
4. **The Preliminary Plat shall be amended to address the following items:**
 - a. Indicate the owner of the subject property.
 - b. Renumber lots to reflect 27 in lieu of 29.
 - c. All comments from Foth's memo dated March 30, 2016 shall be addressed.
5. **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.
6. **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.
 - d. Provide evidence of the creation of a Home Owner Association to manage and maintain stormwater management facilities within the plat.

PASSED AND APPROVED this 4th day of April, 2016.

PAULA S. DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

APPLICANT:	Timothy Schutte Capital City Development, LLC 2936 104 th Street Urbandale, IA 50322
REPRESENTATIVE:	Cooper Crawford & Associates, LLC 435 S 50 th Street, Suite 800 West Des Moines, IA 50265
BACKGROUND & PRIOR APPROVALS:	The subject property is Lot 5 of the Rittger's Acres subdivision. Said plat was recorded on June 21, 1938, pre-dating incorporation of the City of Johnston.
COMPREHENSIVE PLAN:	The Johnston 2030 Comprehensive Plan envisions the subject property to develop as "Low Density Residential". This land use category is defined as housing with densities that generally range from two to five units per acre. The proposed plat has a density of 2.98 units/acre and is in compliance with the comprehensive plan.
ZONING DISTRICT & BULK REGULATIONS:	This property is zoned as part of an R-1(75) district, Single Family Residential. Following are the bulk regulations of the district: Maximum Dwelling Units Per Acre: 3.44 Maximum Building Height: 35 Feet Minimum Lot Area: 9,500 Square Feet Minimum Lot Width: 75 Feet Minimum Front Yard Setback: 35 Feet Minimum Side Yard Setback: 8 Feet One Side / 17 Feet Total Minimum Rear Yard Setback: 35 Feet
BUFFERS:	All adjacent properties are zoned R-1(75). As such, no buffers are required on this site.
PARKLAND DEDICATION:	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 27 lots. The parkland dedication requirement is calculated via the following formula: 27 lots X 2.980 persons per unit X 0.005 acres of parkland per person = .4023 acres. The developer has requested to exercise an equal value alternative to parkland dedication as allowed by the same code chapter. The attributable value under this alternative is calculated as follows: \$28,000 x .4023 acres = \$11,264.40 The applicant is requesting acceptance of an equal value parkland

STORMWATER
MANAGEMENT:

dedication for this subdivision to consist of the cost difference between the required five-foot public sidewalk and a proposed eight-foot recreational trail along the north side of NW 64th Place. Said installation would complete one segment of a planned future trail connection that would stretch from Dewey Park to NW Beaver Drive as shown on the Johnston 2030 Comprehensive Plan Future Parks and Trail System Plan (p. 116).

Staff recommends Council acceptance of a development agreement reflecting a credit for installation of a recreational trail toward satisfaction of the parkland dedication requirement prior, provided said improvement represents a value equal to that calculated above. Said development agreement must be executed prior to approval of a final plat.

The issue of stormwater in the existing neighborhood and the potential impacts from this development was discussed in detail at the Planning and Zoning Commission's meeting on Monday March 14th. The concerns from neighbors brought to the Commission's and Staff's attention were that water is not draining from the area efficiently and that this development could potentially make the issue worse. The Commission voted to recommend approval of the preliminary plat with a condition that the City Council should look into the stormwater issues in the existing neighborhood.

The existing storm sewer infrastructure in the neighborhood consists of road side ditches, a storm sewer system that was installed in 1984, and an old tile that is approximately 101 years old. The storm sewer is known to be in good condition, but information on the condition of the old tile is not as well known. During heavy rain events the ditches will fill full of water and neighbors told the Commission that it is common for their yards to flood as a result. This area is relatively flat which does not allow for water to flow easily. Additionally, the soil in the area is typically sandy which allows for high levels of infiltration, but the water table in the area appears to be situated shallow to the surface. As a result of the flatness of the area, age and condition of the old tile, high infiltration levels, and high water table the area becomes saturated with stormwater making the accommodation of any additional stormwater difficult.

Stormwater from this development site will be conveyed both overland and in a series of storm sewers to three different detention areas located in the rear yards (north edge of lots 1-6, South edge of lots 25-29, and at the rear of lots 10-21). These basins will provide storage of the water quality volume and will provide storage during larger rain events to restrict the release to the 5 year undeveloped state. The detention basin in the rear yards of lots 24 to 29 will be slowly released into the storm sewer along NW 51st Street. The current version of the plans indicate that the remaining two detention basins will slowly release into the old tile that begins near the intersection of NW 64th Place and NW 51st Street.

The stormwater detention system proposed on this site is designed to restrict the rate of stormwater runoff into the storm sewer infrastructure which the current land use does not do. The current undeveloped agriculture land does not restrict the runoff rate of stormwater nor is stormwater required to be maintained on site. This system is meant to soften the impact of stormwater on the existing systems.

The applicant's engineer did meet with City Staff on March 16th to discuss potential alterations to the proposed storm sewer connections. After the meeting the engineer indicated they would explore switching the connection for the two northern detention basins to the existing storm sewer that ends on the south east corner of Dewey Park instead of connecting to the old tile. Any proposed changes would require review and approval by Staff and Foth.

The applicant submitted revised plans on March 18th which were subsequently reviewed by City Staff and Foth. Foth is continuing to request adequate modeling of stormwater runoff from the site. Condition 4c requires the applicant to address the comments from Foth as a requirement of preliminary plat approval.

Staff recommends a condition of approval requiring applicant submittal of a stormwater management maintenance agreement prior to approval of the final plat. Said agreement shall detail the ongoing maintenance responsibilities of stormwater management facilities within the plat. The applicant intends to establish a homeowner's association to assume the responsibilities of such. Staff recommends an additional condition of approval requiring applicant to provide evidence of the creation of a Home Owner Association to manage and maintain stormwater management facilities prior to approval of the final plat.

SIDEWALKS:

Sidewalks are required throughout the site and are shown on both sides of each proposed new street and also along existing NW 51st Street. NW 51st Street is a rural section asphalt road with drainage ditches either side. As such, the adjacent sidewalk will lie within an 8' sidewalk easement on private property to accommodate existing ditch grades.

The Future Park and Trails System Plan from the Johnston 2030 Comprehensive Plan depicts a trail connection traversing east/west across the subject property. Said connection will be accommodated by widening public sidewalk north of NW 64th Place to 8' trail width. Said connection is not shown on the preliminary plat and staff recommends a condition of approval mandating revisions illustrating such. It is likely a portion of said trail will be placed within an easement on private property to accommodate trail width.

TREE REMOVAL:

Since this property has been used for agriculture proposes tree removal will be limited. There are two areas of tree removal. In total 9 trees with a

diameter greater than 6 inches will be removed.

ROAD NETWORK:

At the Planning and Zoning Commission meeting on March 14th neighbors expressed concerns about traffic in the neighborhood and the intersection at NW 64th Place and NW 51st street. Neighbors feel there is a safety concern from traffic traveling too fast and the lack of sidewalks forcing people to walk in the roads with the vehicle traffic. Staff explained the typical process to address traffic concerns is to start with Police Department enforcement of existing traffic laws and then if enforcement does not resolve the issue to work with Public Works to determine if other means of traffic control or traffic calming can be utilized to resolve the issue.

NW 64th Place will extend east with this plat, terminating in a temporary paved cul-de-sac near the east-adjacent property. The Johnston 2030 Comprehensive Plan depicts further extension of NW 64th Place to NW 48th Street as adjacent properties develop.

James Evans of 5125 NW 64th Place is concerned about the creation of a T intersection at NW 64th Place and NW 51st Street as a result of the extension of the roadway. His driveway is located at this intersection and he is concerned that people may think the intersection will actually be a four way intersection.

The second proposed street in this plat is Wilkie Lane. Said street is named after long-time owner of the subject property, Wilkie Walker. Chapter 180.34(1) states proper names of individuals shall not be considered acceptable as street names, except upon approval of the Council. As of publication of this report staff is still awaiting a letter from the developer detailing the request to name said street thusly. Provided the City Council finds justification staff recommends a condition of approval to defer approval of the street name for the street currently named "Wilkie Lane" until the time of Final Plat approval. Staff has been informed that this street name will likely change to "Walker Circle"

Before a Final Plat may be approved for this project, the applicant is required to submit a Petition and Waiver regarding property assessment for future improvements to NW 51st Street. Staff recommends a condition of approval regarding such.

PUBLIC UTILITIES:

City water is available to the site along NW 51st Street. The subdivision will be served by eight inch mains connecting to the aforementioned existing main. Said main is shown on the preliminary plat; however, the size is not indicated. Staff recommends a condition of approval to amend the plat to reflect such. Fire hydrants and valves are shown throughout the plat.

The sanitary sewer system through the subdivision consists of eight-inch

mains. The eight-inch main south of NW 64th Place will extend to the east property line to facilitate connection to the east-adjacent property as it develops. The proposed main south of Wilkie Lane will connect to existing sanitary sewer serving Johnston Meadows Plat 2, directly east of the subject property.

NEIGHBOR NOTICE:

Notice was mailed to all adjacent property owners and those nearby on NW 64th Place and NW 51st Street. A copy of this notice is attached. As of publication of this report, staff has received written comments from three residents and those comments have been included in the packet:

1. James Evans of 5125 NW 64th Place submitted an email expressing concerns about the impacts on the existing neighborhood.
2. Marilyn Howieson of 6382 NW 51st Street submitted an email expressing concerns about stormwater, stating previous developments have worsened existing drainage issues for neighborhood properties.
3. Lynn Walker of 6406 NW 51st Street submitted a letter expressing concerns about the impacts of stormwater on the existing neighborhood.

CONSULTANT COMMENTS:

The preliminary plat has been reviewed by Foth Infrastructure and Environment, LLC. Foth has issued review comments in letters dated 2/23/16 and 3/10/16. Staff recommends a condition for approval to revise the site plans appropriately to address all comments from Foth's 3/10/16 review letter.

PLAT SUMMARY:

Lots:	27 lots and 2 outlots
Area:	9.72 Acres
Area of Streets:	1.58Acres
Other Area Dedicated:	N/A
Outlot Area:	0.51 Acres
Net Area in Lots	7.63 Acres
Net Average Lot Area:	12,309 SF

**PRELIMINARY PLAT
WILKIE
ADDITION
SHEET 1 OF 4**

DEVELOPER
CAPITAL CITY DEVELOPMENT, LLC
2186 164th STREET
URBANDALE, IOWA 50322

ZONING
R-75 SINGLE FAMILY RESIDENTIAL

SETBACKS
FRONT YARD = 35 FEET
REAR YARD = 35 FEET
SIDE YARD = 8' MIN. (7' TOTAL)

LEGAL DESCRIPTION
LOT 5, RITZGER'S ACRES, AN OFFICIAL PLAT, CITY OF JOHNSTON, POLK COUNTY, IOWA, CONTAINING 9.72 ACRES MORE OR LESS.
SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

UTILITIES
WATER: JOHNSTON WATER SYSTEM
SANITARY SEWER: CITY OF JOHNSTON SANITARY SEWER SYSTEM

NOTES
1. LOTS 'A' & 'B' TO BE DEDICATED TO THE CITY OF JOHNSTON FOR STREET USE.
2. WORK SHALL BE PERFORMED TO THE 2014 SUDAS SPECIFICATIONS AND THE 2014 SUPPLEMENTAL SPECIFICATIONS.

FIRM DESIGNATION
CITY PLAN NUMBER: 190745 0060, JULY 19, 2009
ZONE 'X', AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN

- LEGEND**
- | | | | |
|---|--|---|-----------------------|
| — | EXISTING/PROPOSED | — | FLAT BOUNDARY |
| — | 5" W | — | STORM SEWER & SIZE |
| — | 8" W | — | SANITARY SEWER & SIZE |
| — | 12" W | — | WATER MAIN & SIZE |
| ○ | MANHOLE | ○ | VALVE |
| ⊕ | FIRE HYDRANT | ⊕ | F.I.E.S. |
| — | EXISTING CONTOURS | — | PROPOSED CONTOURS |
| — | SILT FENCE OR APPROVED FILTRATION SOCK | — | OUTLOT |

CERTIFICATION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

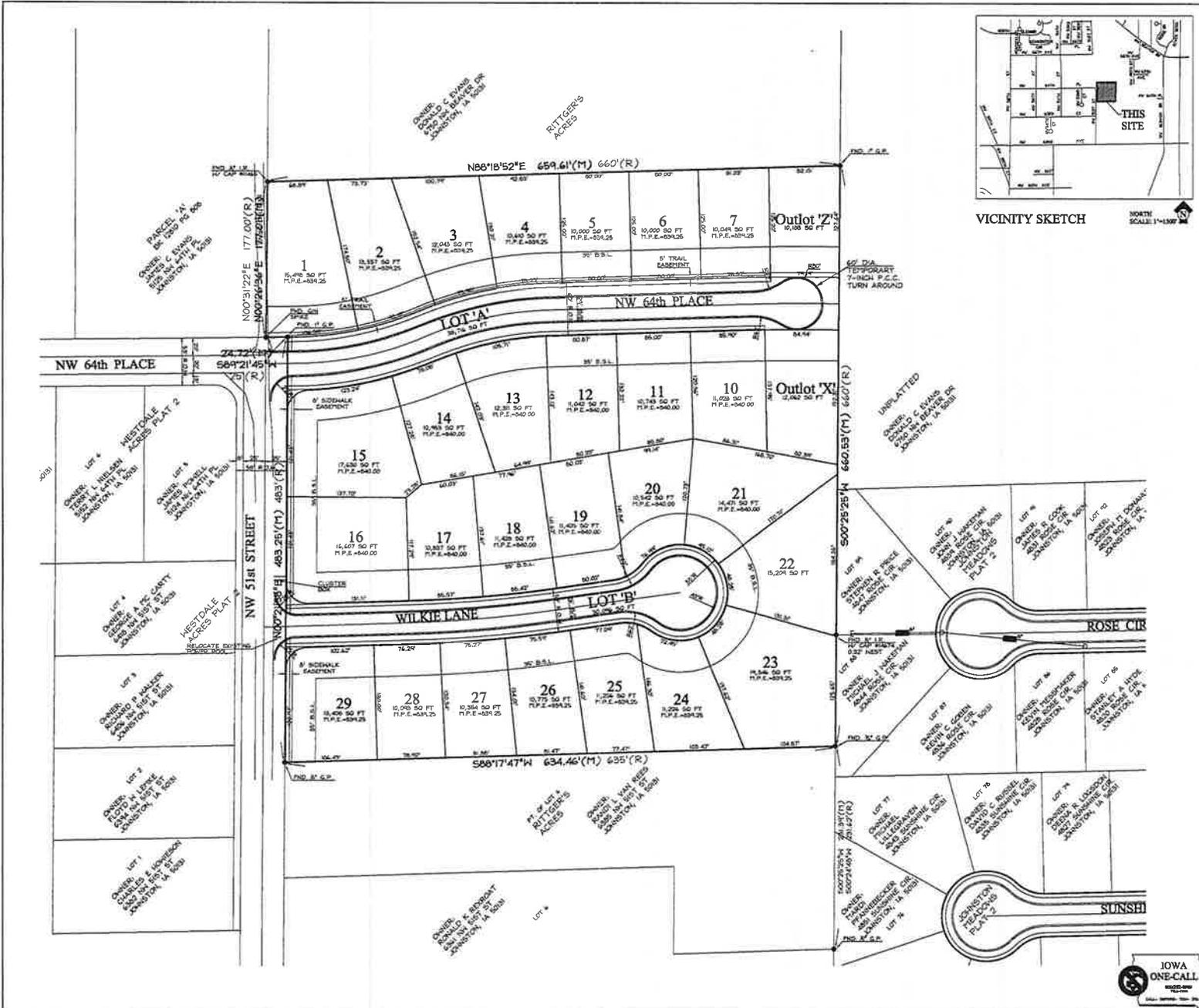
BRADLEY R. COOPER, P.E. LICENSE NO. 12960
DATE: 5/23/16
PAGES OR SHEETS COVERED BY THIS SEAL: 1
SHEETS: 1-3

COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

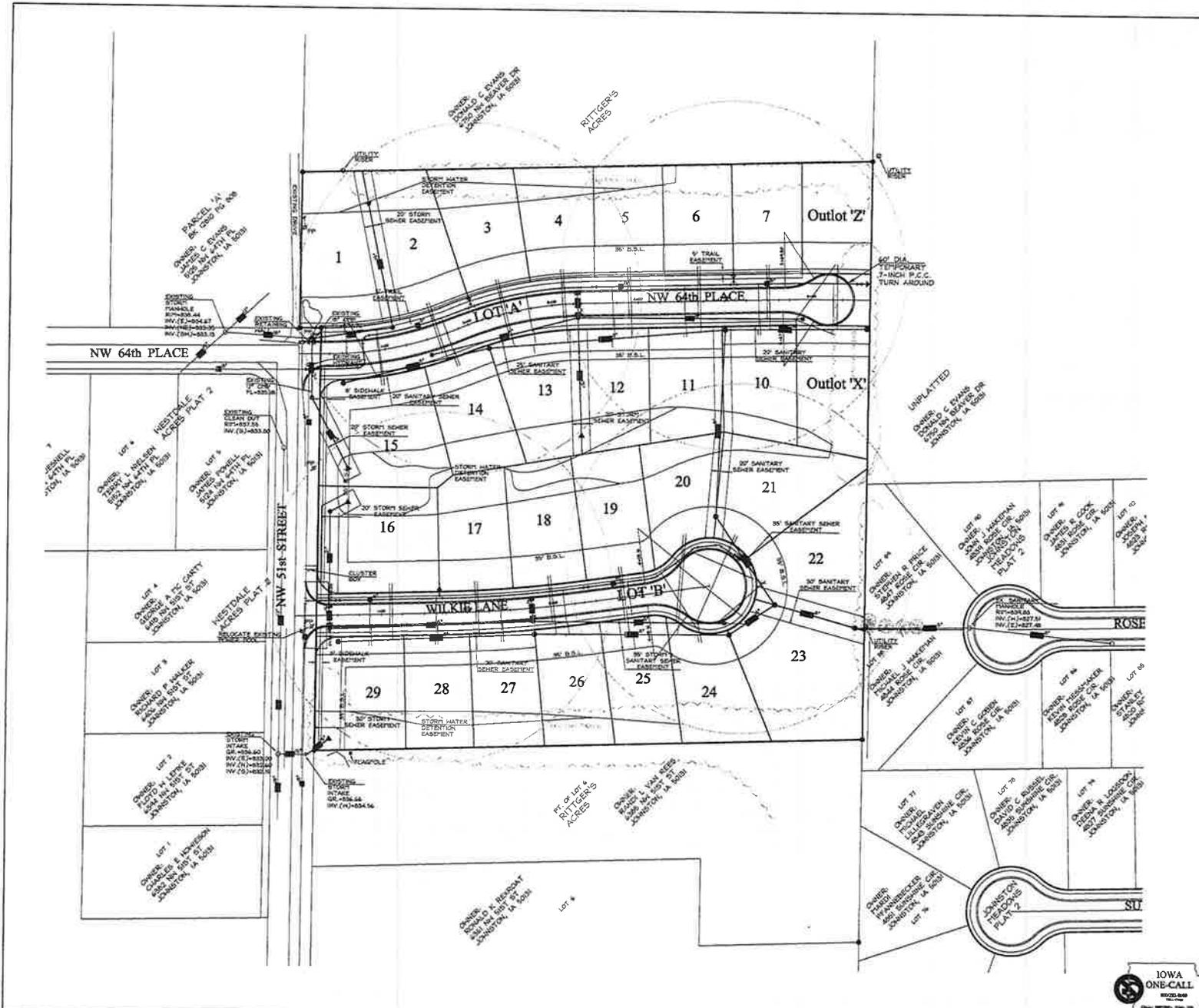
DATE: 5/23/16 REVISION: 3-18-2016
JOB NUMBER: CC 1823
SHEET 1 OF 4
PRELIMINARY PLAT WILKIE ADDITION



VICINITY SKETCH
NORTH SCALE: 1"=150'



PRELIMINARY PLAT
WILKIE
ADDITION
 SHEET 3 OF 4



- LEGEND**
- EXISTING/PROPOSED
- PLAT BOUNDARY
 - S12" STORM SEWER & SIZE
 - SAN12" SANITARY SEWER & SIZE
 - W12" WATER MAIN & SIZE
 - MANHOLE
 - STORM INTAKE
 - ⊕ FIRE HYDRANT
 - ⊖ VALVE
 - △ F.E.S.
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - L.L. OUTLOT

COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 3-2-2016
 REVISIONS: 3-19-2016

DATE: 3-2-2016
 REVISIONS: 3-19-2016

SCALE: 1"=50'

APPROVED: [Signature] INITIALS: [Signature] AS BUILT: [Signature]

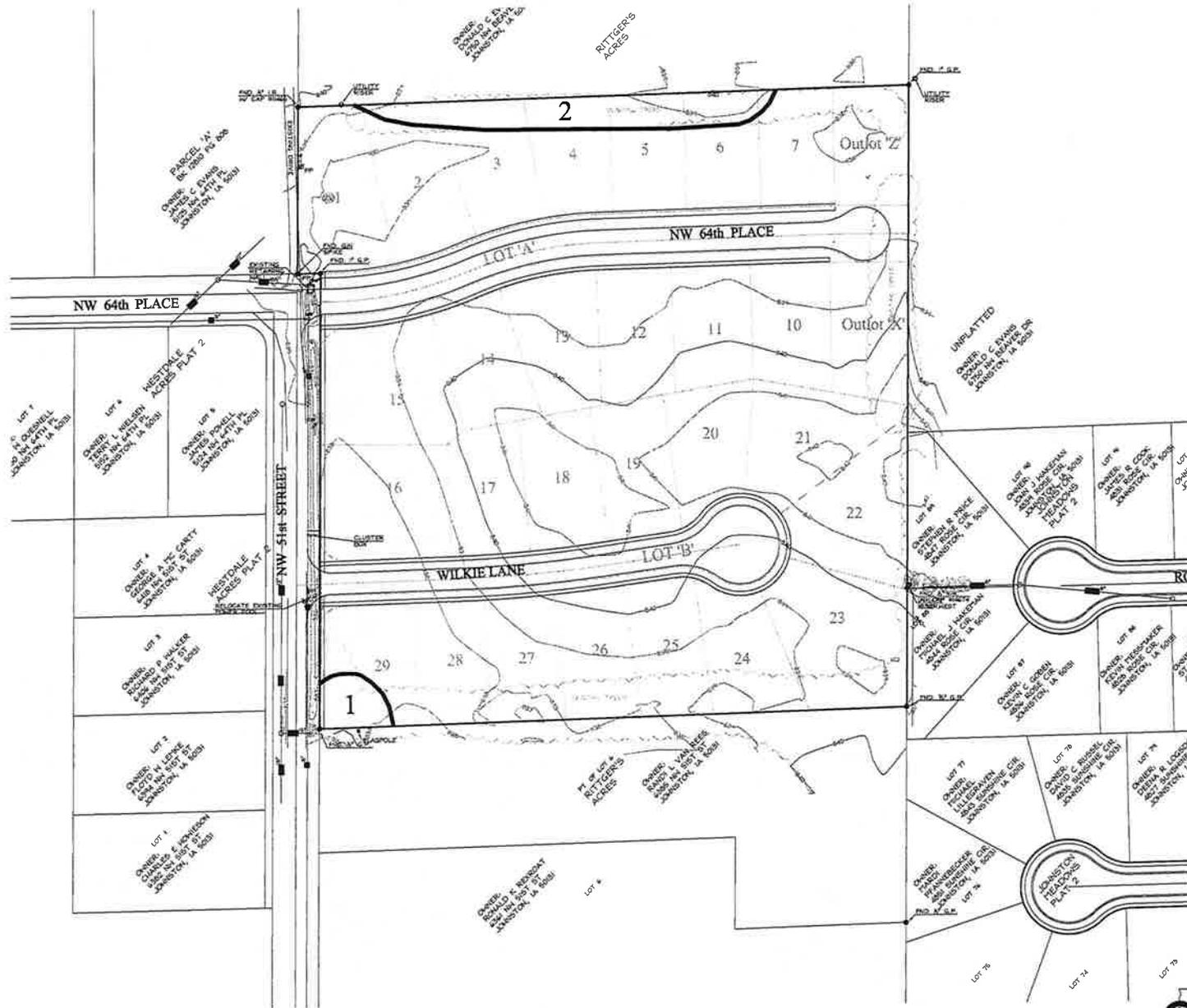
PRELIMINARY PLAT
 WILKIE ADDITION

JOB NUMBER
CC 1823

SHEET
 3 OF 4



PRELIMINARY PLAT
WILKIE
ADDITION
 SHEET 4 OF 4



TREE REMOVAL INVENTORY
 ALL OTHER TREES 6" OR LARGER TO REMAIN

AREA	TREE SIZES							
	4"	6"	8"	10"	12"	14"	16"	18"
1	2	1	1	1	1	1	1	1
2	3	1	1	1	1	1	1	1

Legend:
 dec. deciduous tree
 pfr. pine tree

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - S1" STORM SEWER & SIZE
 - S4" SANITARY SEWER & SIZE
 - W" WATER MAIN & SIZE
 - MANHOLE
 - STORM INTAKE
 - FIRE HYDRANT
 - VALVE
 - △ F.E.S.
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - D.L. OUTLOT

COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 3-30-16 REVISION: 3-18-2016 JOB NUMBER: **CC 1823**

SCALE: 1"=50'

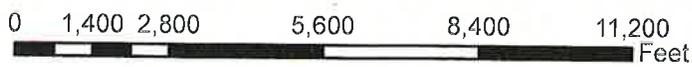
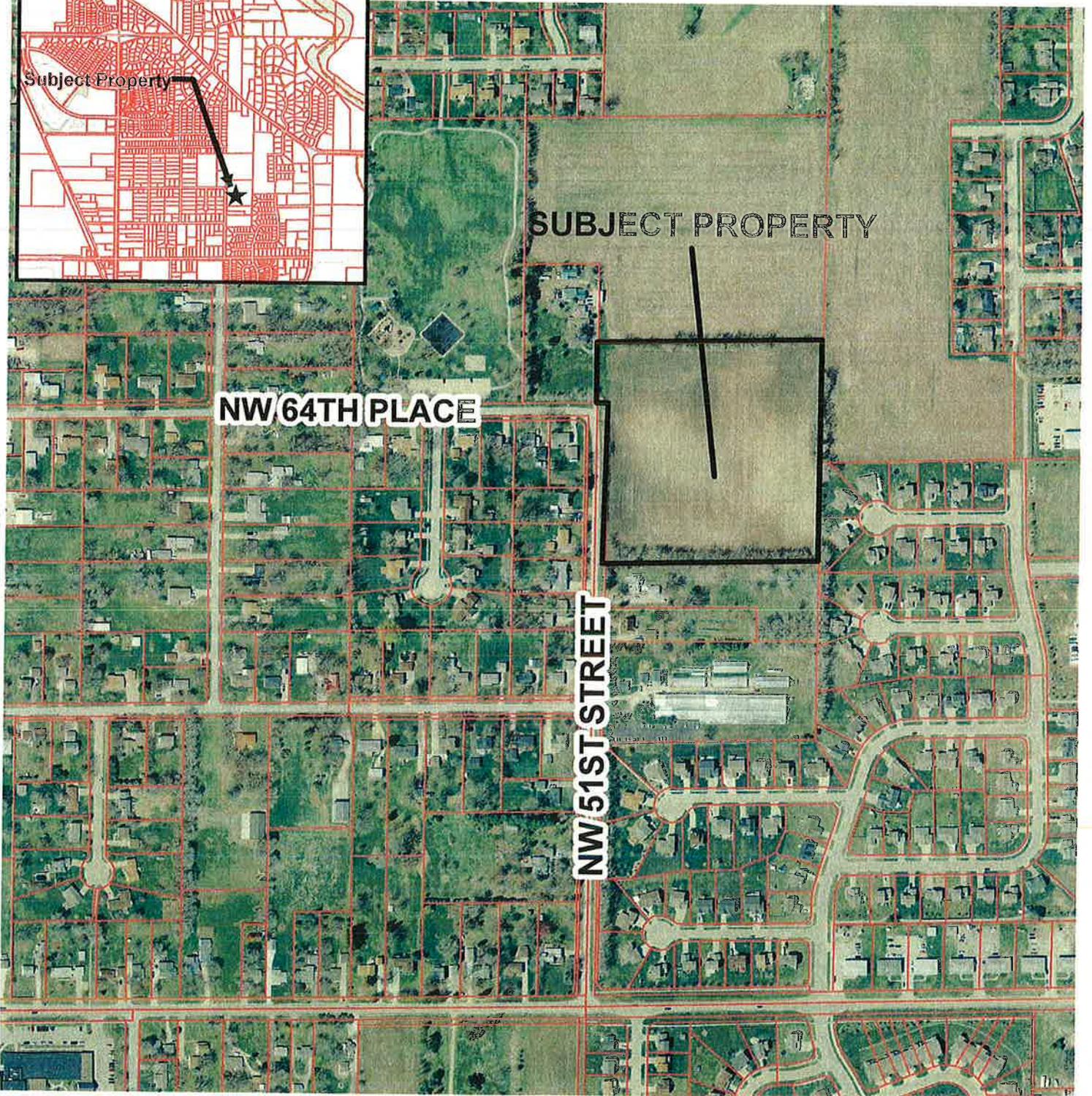
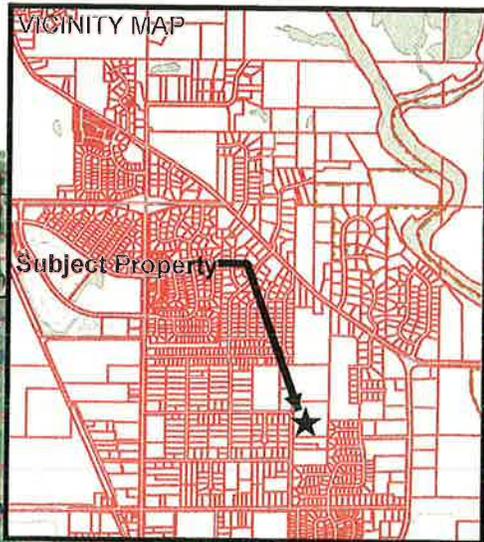
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PRELIMINARY PLAT
 WILKIE ADDITION

SHEET 4 OF 4



PZ CASE 16-04
WILKIE ADDITION PRELIMINARY PLAT



1 inch = 394 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

Notice of Public Meeting

March 17, 2016

The Johnston City Council will hold a Public Meeting at 7:00 pm on Monday, April 4th, 2016. The meeting will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road to consider the following item:

PZ Case No. 16-04; Wilkie Addition Preliminary Plat

This date has been rescheduled from the original March 21st meeting date.

The applicant, Capital City Development, LLC. has submitted a preliminary plat for the subdivision of a 9.72 Acres at the corner of NW 64th Place and NW 51st Street. The plat includes 27 lots for single family homes and 2 outlots. This site is zoned as R-1(75), Single Family Residential.

If you have questions or comments on the above-described action, please contact the city staff person listed at the bottom of this card, or attend the meeting at the above-listed date and time. Additional information, including the preliminary plat is also available under the "proposed development" section of the City's Website: <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

NAME	ADDRESS	CITY, STATE, ZIP CODE
GEORGE MC CARTY	6418 NW 51ST ST	JOHNSTON, IA 50131-1170
TERRY NIELSEN	5152 NW 64TH PL	JOHNSTON, IA 50131-1113
RONALD REXROAT (TRUSTEE)	6361 NW 51ST ST	JOHNSTON, IA 50131-1050
CHARLES HOWIESON	6382 NW 51ST ST	JOHNSTON, IA 50131-1049
FLOYD LEMKE	6394 NW 51ST ST	JOHNSTON, IA 50131-1049
ELAINE R EVANS REVOCABLE TRUST	6750 NW BEAVER DR	JOHNSTON, IA 50131-1311
DELORES VAN REES (TRUSTEE)	6404 NW 56TH ST	JOHNSTON, IA 50131-1109
RICHARD WALKER	6406 NW 51ST ST	JOHNSTON, IA 50131-1170
RAY QUESNELL	5180 NW 64TH PL	JOHNSTON, IA 50131-1113
JAMES EVANS	5125 NW 64TH PL	JOHNSTON, IA 50131-1114
ELAINE R EVANS REVOCABLE TRUST	6750 NW BEAVER DR	JOHNSTON, IA 50131-1311
CONNIE BIONDI	5204 NW 64TH PL	JOHNSTON, IA 50131-1115
JAMES POWELL	5124 NW 64TH PL	JOHNSTON, IA 50131-1113
MICHAEL WAKEMAN	4844 ROSE CIR	JOHNSTON, IA 50131-4702
STEPHEN PRICE	4847 ROSE CIR	JOHNSTON, IA 50131-4702
DAN HORST	4836 ROSE CIR	JOHNSTON, IA 50131-4702
JOHN WAKEMAN	4839 ROSE CIR	JOHNSTON, IA 50131-4702



MEMORANDUM

City of Johnston, Iowa

DATE: February 24th, 2016

TO: Timothy Sclutte, Capital City Development LLC
Cooper Crawford & Associates LLC

FROM: Clayton Ender, Planning Intern

RE: **Wilkie Addition Preliminary Plat**

We have reviewed the preliminary plat for Wilkie Addition and note the following:

1. Please contact Jolene Bolger, Johnston Post Master to review CBU locations and show locations on the Preliminary Plat. She may be reached at 515-334-0216 or through email at Joleen.K.Bolger@usps.gov.
2. Please show existing utilities and proposed utilities on their own page.
3. Easements will need to be provided for the three stormwater detention basin in the rear yards and maintenance agreements will be required. Who will be responsible for maintenance?
4. Show the 100 year flood elevation in the three detention basins.
5. The pavement width for NW 64th place should be 29 feet to accommodate future street expansion.
6. Wilkie Court does not follow the street naming convention for the City. East-West streets shall end with drive, avenue, place, circle, or lane. Also city practice is to not name streets after someone (City Ordinance 180.34(1)).
7. A sidewalk connecting Wilkie Court and NW 64th place will be required along NW 51st Street.
8. Crosswalks for the sidewalks must be provided across Wilkie Court and NW 64th place.
9. Indicate Lots 'A' and 'B' on the plat for the right-of-way parcels (A note has been provided, but please include those legal descriptions with the street names).
10. You are showing a portion of an existing driveway on Lot 1. Is there an easement associated with this?
11. A storm sewer easement will need to be provided for on lots 15, 24, and 25.
12. Include an inventory of all trees greater than 6 inches in diameter to be removed.
13. Future lots 8 and 9 should be plated as outlots.
14. The temporary cul-de-sac on NW 64th place will need to be paved.

15. 0.4321 acres of public parkland is required to be dedicated with this plat to accommodate residential growth. An alternative development agreement may be proposed in lieu of dedicating the parkland. The City can accept alternatives of equal value to the land in lieu of dedication. For your project an acceptable alternative value would be payment of \$12,098.80 (\$28,000 per acre). Payment can occur with the Final Plat.

Prior to City Council approval of the Construction Plans for any phase of the development, the following items shall be included on the Construction Plans:

16. 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.

Information For Future Final Plat Approval

17. Before a Final Plat may be approved for this project a Petition and Waiver for property assessment must be accepted by the City Council. This would be done in lieu of immediate improvement of adjacent unimproved NW 51st Street. The city can provide you with a petition and waiver when requested.

18. 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).

This project is scheduled for a development review meeting on Wednesday, February 24th, 2016 at 1:30 P.M. The meeting will be held at Johnston City Hall Community Development Department. Four full size copies of revised site plans, four 11 x 17 inch reductions and a PDF version of the preliminary plat must be submitted by Wednesday, March 2nd, 2016 in order to proceed to the Planning and Zoning Commission on Monday, March 14th, 2016.

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
David Wilwerding, Community Development Director



Memorandum

To: David Wilwerding
From: Matt Greiner
Date: 03/10/2016
Re: WILKIE ADDITION PRELIMINARY PLAT

City of Johnston Public Works has reviewed the construction plans for the above referenced project. Comments are as follows:

Wilkie Addition Preliminary Plat

- 1) Sheet 1 – Provide a note stating the work will be performed to the 2014 SUDAS specification and the 2014 Supplemental Specifications.
- 2) Sheet 3 – Remove watermain out of pavement in Wilkie Lane.
- 3) Sheet 3 – Storm sewer outlet on lot #15 to NW 51st St. will need to be connected at a structure.
- 4) Sheet 3 – CMP culverts are not allowed should be RCP.
- 5) Sheet 3 – Temporary turnaround needs to be 7” pavement.
- 6) Sheet 3 – Does the radius for the temporary turnaround meet city standards.
- 7) Sheet 3 – Verify the existing storm sewer on NW 64th Place has capacity for the additional storm water.
- 8) Remove San 8” labels in the culdesac on Wilkie Lane, appears they are from previous layout.

March 10, 2016

9) Place 45 degree bends on watermain crossing on NW 64th Place.

If you have any questions or comments please feel free to contact me by phone at 515-278-0822 or by e-mail at mgreiner@cityofjohnston.com

Sincerely,

Matt Greiner
Construction Inspector
Public Works Department



March 30, 2016

Aaron Wolfe, Senior Planner
City of Johnston, P.O. Box 410
6221 Merle Hay Road
Johnston, IA 50131

RE: Wilkie Addition Preliminary Plat
Development Review 3
Case No. PZ 16-04

Foth Infrastructure and Environment, LLC has completed a review of the Preliminary Plat and SWMP received March 18th, 2016 for the above referenced project. Based on our review of project reference above, the following comments are offered:

Sheet 1

1. No further comments

Sheet 2

2. No further comments

SWMP

3. Applicant states that the existing drainage patterns flow in three different directions, but according to the model only one node is used; applicant shall model each area separately to ensure more water is not being added than what went there prior.
4. Applicant provided existing storm capacity calculations for where the proposed development ties into, but these calculations do not account for any downstream restrictions; applicant shall model the existing intakes and storm sewer at the intersection of NW 51st and NW 64th in HydroCAD to validate the model to the flooding that has been reported in the area. This will also document what impacts the proposed development will have on the existing system.
5. The proposed analysis shall model the existing intake and storm sewer it drains to so that the existing and proposed models can accurately be compared.

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

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in black ink, appearing to read "Joshua C. DeBower".

Joshua C. DeBower, P.E.
Lead Civil Engineer
JCD: mms3

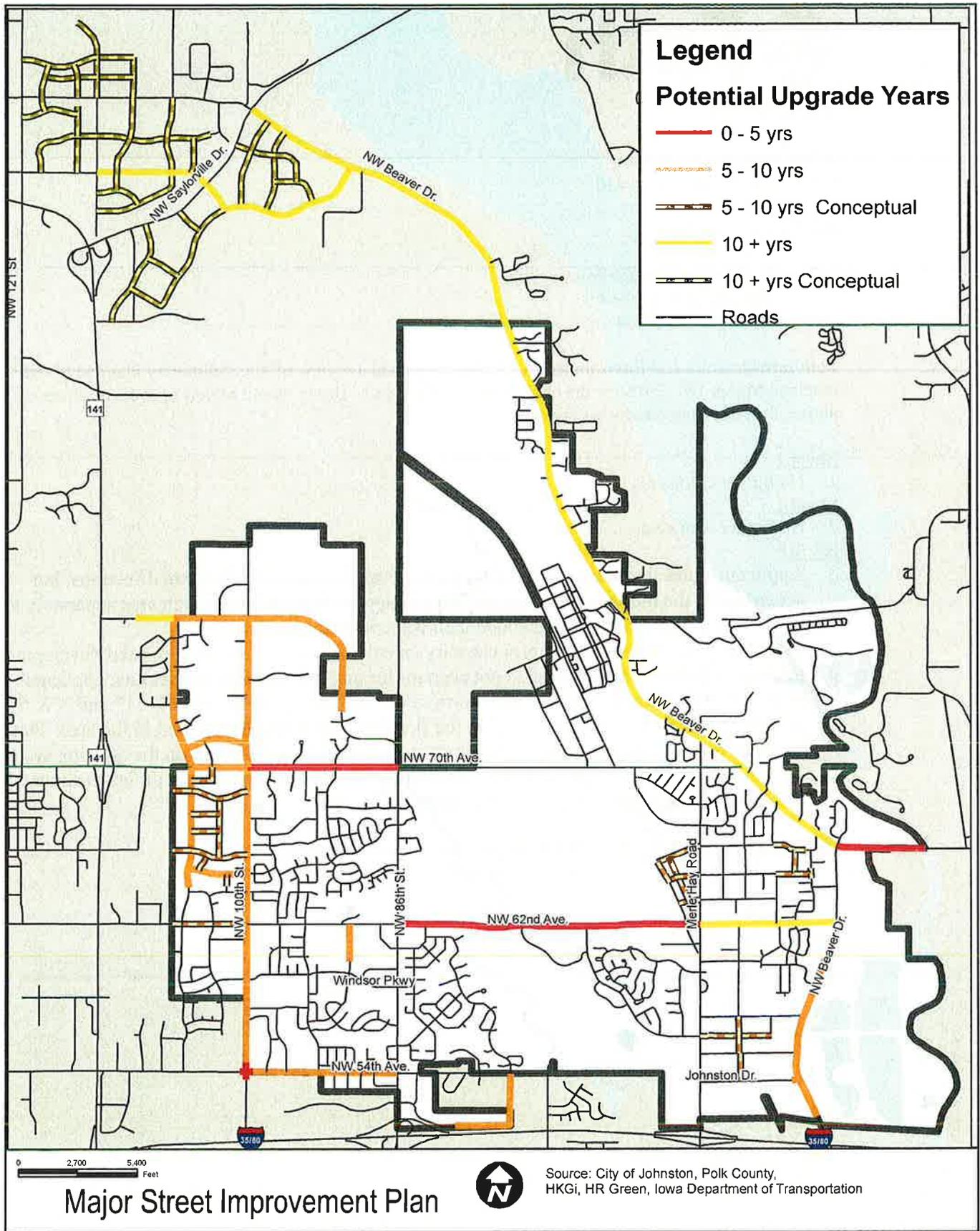


Figure 6.6 - Major Street Improvement Plan

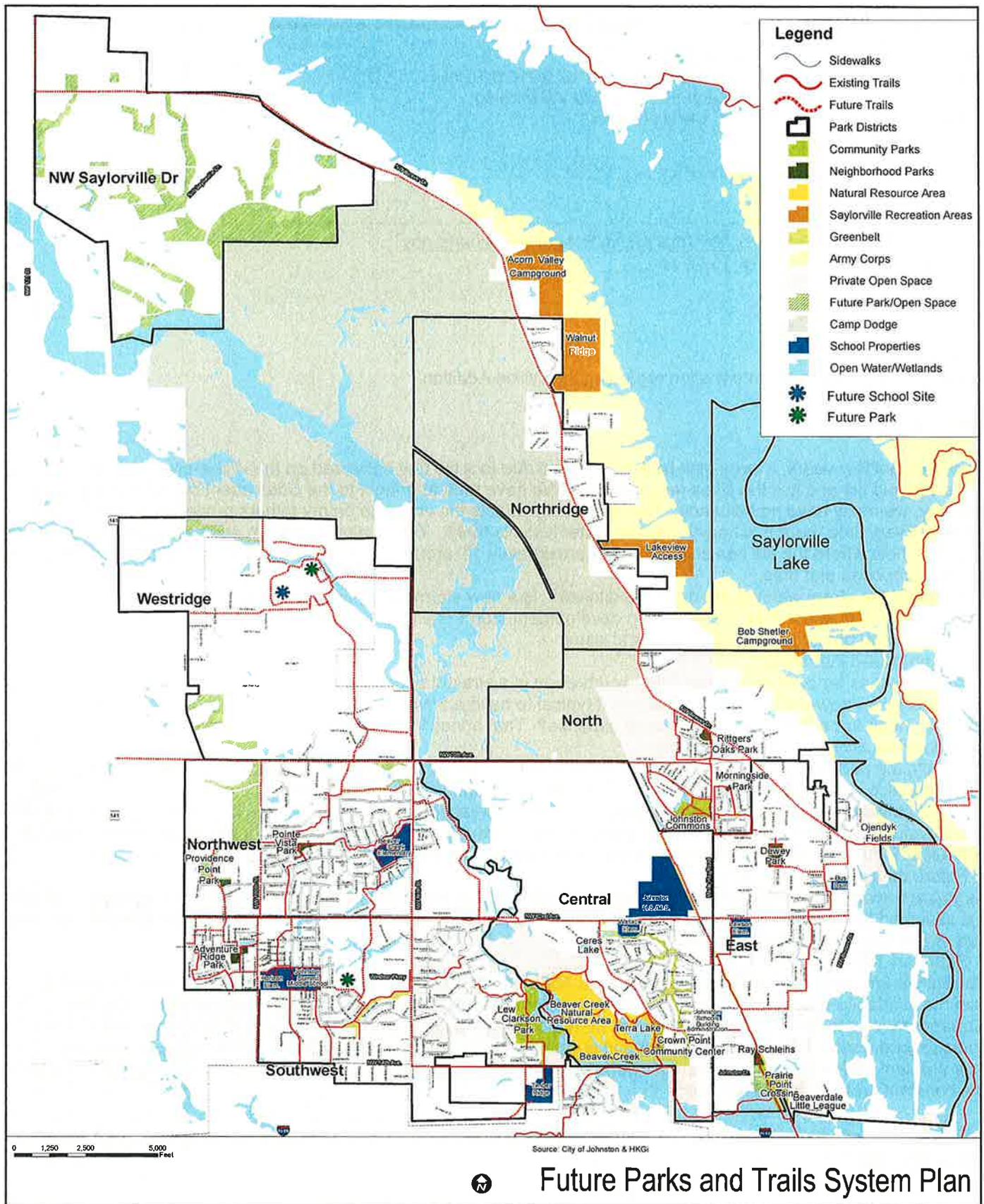


Figure 8.5 - Future Parks and Trails Plan

Clayton Ender

From: Aaron Wolfe
Sent: Wednesday, March 16, 2016 8:10 AM
To: Clayton Ender; David Wilwerding
Subject: FW: wilkie addition

From: Jim.Evans@iowacourts.gov [mailto:Jim.Evans@iowacourts.gov]
Sent: Friday, March 11, 2016 10:20 AM
To: Aaron Wolfe
Subject: Re: wilkie addition

Aaron,
Thank you for sending the information regarding the Wilkie Addition.

We have a few concerns:

1. Drainage;

Over the past few years, a large sink hole has formed due to a tile that collapsed on the Wilkie property. I have been told it is a very old tile and it is the cities responsibility. We have tried to bring it to the cities attention, but since it is not on our property, we really have no influence. This tile directly affects the drainage on my fathers properties noted as "Rittgers Acres". Every time there is a heavy rain, the water just sits there. This is a real problem and has been for many years. The sink hole where the tile has collapsed is approximately 10' around and 4'-5' deep. It is located on the west side of Lot 1 of the proposed plat map.

What about the storm water in the drainage ditches? Is a new storm sewer line proposed?

This brings into question how the proposed development storm drainage will be addressed. From the information you shared, we see nothing regarding this critical issue.

2. The proposed intersection:

Currently and as far back as we can find, my driveway is a straight shot off of NW 51rst. If it is proposed to put in a new "T" intersection, how will traffic be routed? Is it typical to have a driveway giving the illusion of a 4 way stop or will my driveway need to be relocated and at who's expense? That brings into question the mailboxes, stop signs, etc...

3. Pedestrian, bicycle, and vehicle traffic:

Currently, the pedestrian traffic on NW 64th and NW 51rst is very busy especially during nice weather. Also, since the new fire/police station opened, vehicle traffic has increased significantly. It is surprising that there has not been an accident between the pedestrians walking/riding and the increased vehicle traffic. There is no sidewalk from any of the new developments built over the past few years, to the Dewey Park. What is the plan for this problem and when will it be addressed? Are any sidewalks or paths included to Dewey Park with the Wilkie Addition?

4. Future development:

As you are aware, our family owns the vacant farm fields on the north and east of this proposed development. Some day it is assumed that this ground will be developed and it appears from the proposed plat that it will be independent and not part of any future development plans.

5. Boundary fences;

Currently there is a boundary "farm fence" on the north edge of this plat, which we own and have maintained. We assume this fence will remain. If not, will the developer install a new fence? The last development on the south edge of our property was to have the fence remain or be replaced and it never happened. The new property owners have dumped yard waste and stored other items on our property. When we addressed this with the city, we were told it was not their problem and between us and the property owners. If the original fence would have been left in place or replaced, this constant problem would not exist.

I would appreciate a meeting on site, to discuss this email in person with you and the developer, I can be reached at 515-490-7759 anytime.

Thanks
Jim Evans
5125 NW 64th Place
Johnston, Iowa

Clayton Ender

From: David Wilwerding
Sent: Monday, March 14, 2016 4:33 PM
To: Aaron Wolfe; Clayton Ender; David Johnson; David Wilwerding; Frank S. Severino; Jay Petersma; John Temple (JohnT-CofJ@q.com); Julie Smith; Kathy Anderson; Kathy Anderson; stuart.a.spencer@gmail.com; Tracy Kelly
Cc: Rebekah Davis
Subject: FW: Wilke Addition

An additional correspondence regarding tonight's agenda.

Thanks,

David R. Wilwerding, AICP
Community Development Director
City of Johnston
6221 Merle Hay Road - P.O. Box 410
Johnston, IA 50131
515-727-7775 Office
515-201-3280 Cell
dwilwerding@cityofjohnston.com
www.facebook.com/cityofjohnstoniowa
[@cityofjohnston on Twitter](#)
www.cityofjohnston.com

From: marilyn.howieson@gmail.com [mailto:marilyn.howieson@gmail.com]
Sent: Monday, March 14, 2016 3:33 PM
To: David Wilwerding
Subject: Wilke Addition

David: Since we moved to 6382 NW 51st St in Feb 1966 we have had storm water issues. I guess that they could be considered "let the buyer beware". In approximately 1991 a developer decided to develop the property directly behind us. We asked the city not to allow development, until proper storm drainage was in place. They assured us "No Problem" However, because storm drainage was not done properly, the area in our back yard that we had gardened since 1966 was now under water, and at the advice of the city we were told that the drainage swale behind our property was for our use as well we attempted to drain the water into that.. we immediately received a letter from an attorney threatening us with a lawsuit if any more of our water drained into the swale. Eventually the city (not the developer) did some tiling which we (the property owner) paid for again not the developer. I am telling you this because without proper planning and oversight something similar could happen with this development. Are any of you familiar with this area under discussion? One summer neighborhood boys put a fish in the ditch that you are being asked to consider for storm drainage.....The fish lived there all summer. No one should buy a house in good faith and then have storm water issues and a developer should not be allowed to worsen storm water conditions for existing property owners. Thank you for your consideration. Marilyn Howieson 6382 NW 51st St Johnston Ia 50131 [Marilyn.howieson@gmail.com](mailto:marilyn.howieson@gmail.com) 515-276-7544

Sent from Windows Mail

Lynn Walker

6406 N.W. 51st Street

Johnston, IA 50131

515-975-6646

Home e-mail richardwalker_38@msn.com

My Family and I have lived at the above address since June 1979...

I am very concerned about the proposed subdivision at the corner of NW 64th Place and NW 51st Street, and how this will affect the drainage issues we already have in this area.

I have 3 sump pumps in my basement and 1 runs all the time, 2 when it rains, and when the ground is saturated all 3 will be running.

My front yard and side yard will have standing water for several days up to a week after a rain.

I have no access to the storm drain intake on the south side of my driveway, as when the System was put in they placed the culvert higher than the ditch and water does not run uphill.

I had been advised that the City needed a storm drain intake in my front yard, and the culvert needs to be reset. I was also told the original plan indicated a storm drain intake in my yard.

When the ditch across the street from me is full and the water sits there for long periods of time, it increases the issues I have. There have been times the ditch is so full water comes up onto the street.

I think you will agree I have something to be concerned about.

Thank you.



ITEM NO. **9C**

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 4, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>J.G.</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
----------------------------	--

SYNOPSIS:	Attached for your review is the list of claims for payment in the amount of \$565,243.48
FISCAL IMPACT:	Money is available to pay claims in the amount of \$565,243.48
RECOMMENDATION:	By motion approve payment of claims in the amount of \$565,243.48

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC	CHARLSON, AMY	CHARLSON, AMY:DEPOSIT RETU GENERAL FUND	SIMPSON BARN	520.00
	HARRIS, STEVEN	HARRIS, STEVEN:DEPOSIT RET GENERAL FUND	CROWN POINT	65.00
	LaVILLE, KENNEDY	DEPOSIT RETURN - THE BARN GENERAL FUND	SIMPSON BARN	475.00
	PAGE, GRETCHEN	PAGE, GRETCHEN:DEPOSIT RET GENERAL FUND	CROWN POINT	162.50
	VERIDIAN CREDIT UNION	DEPOSIT RETURN - THE BARN GENERAL FUND	SIMPSON BARN	227.50
			TOTAL:	1,450.00
ABL LABORATORIES	BACKFLOW TESTING SUPPLIES	WATER O/M	WATER	345.22
			TOTAL:	345.22
ADVENTURE LIGHTING	BLACK ALUMINUM POST	GENERAL FUND	PARKS & TRAILS	385.74
			TOTAL:	385.74
ALLIANCE CONSTRUCTION GROUP	NW 70TH AVE IMP-86TH ST-TO 70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK		389.50
	NW 70TH AVE IMP-86TH ST-TO 70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK		9,727.81
	NW 70TH AVE IMP-86TH ST-TO 70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK		11,780.00
	NW 70TH AVE IMP-86TH ST-TO 70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK		4,180.00
	NW 70TH AVE IMP-86TH ST-TO 70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK		19,380.00
	NW 70TH AVE IMP-86TH ST-TO 70TH AVE IMP (86TH	SANITARY SEWER		40,232.50
			TOTAL:	85,689.81
ANIMAL RESCUE LEAGUE OF IOWA	LIVE ANIMAL INTAKE SERVICE	GENERAL FUND	ANIMAL CONTROL	125.00
			TOTAL:	125.00
ARAMARK UNIFORM SERVICES	UNIFORMS	GENERAL FUND	PARKS & TRAILS	169.11
	UNIFORMS	GENERAL FUND	PARKS & TRAILS	169.11
	MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	47.38
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.68
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.68
	UNIFORMS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	202.95
	UNIFORMS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	202.95
	UNIFORMS	WATER O/M	WATER	60.62
	UNIFORMS	WATER O/M	WATER	60.62
	UNIFORMS	SEWER O/M	WASTEWATER	60.61
	UNIFORMS	SEWER O/M	WASTEWATER	60.61
			TOTAL:	1,043.32
ARBORVANTAGE INC.	Ash Tree Removal	GENERAL FUND	PARKS & TRAILS	12,823.50
			TOTAL:	12,823.50
ARDICK EQUIPMENT CO INC	BANDING & BUCKLES FOR BANN	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	226.10
	SIGN RIVITS, BOLTS AND NUT	ROAD USE TAX	TRAFFIC CONTROL	189.00
			TOTAL:	415.10
ARNOLD MOTOR SUPPLY, LLP	AIR, FUEL & OIL FILTERS	GENERAL FUND	POLICE	42.31
	AIR, FUEL & OIL FILTERS	GENERAL FUND	FIRE	27.51
	MOTOR OIL	GENERAL FUND	FIRE	54.43
	OIL FILTER	GENERAL FUND	FIRE	25.09
	SPARK PLUGS	GENERAL FUND	PARKS & TRAILS	14.21
	AIR, FUEL & OIL FILTERS	GENERAL FUND	BUILDING & HOUSING	3.44
	AIR, FUEL & OIL FILTERS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	114.87
	FUSES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	9.53
	BLACK AND RED PRIMER	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	28.14
	OIL FILTERS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	20.38
	AIR, FUEL & OIL FILTERS	WATER O/M	WATER	1.87
	AIR, FUEL & OIL FILTERS	SEWER O/M	WASTEWATER	1.87

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	343.65
BEISSER LUMBER COMPANY	PLYWOOD FOR SHELVES	GENERAL FUND	SIMPSON BARN	55.04
			TOTAL:	55.04
BIG GREEN UMBRELLA MEDIA, INC	JAN. & FEB. NEWSLETTER	GENERAL FUND	CITY ADMINISTRATOR	3,379.00
			TOTAL:	3,379.00
BOHNSACK & FROMMELT, LLP	AUDIT CONSULT SERVICES-FY1	GENERAL FUND	FINANCE	200.00
	AUDIT CONSULT SERVICES-FY1	WATER O/M	WATER	200.00
	AUDIT CONSULT SERVICES-FY1	SEWER O/M	WASTEWATER	200.00
			TOTAL:	600.00
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	7.00
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	27.96
			TOTAL:	34.96
BRAVO GREATER DES MOINES	HOTEL/MOTEL TAX - OCT. - D	HOTEL-MOTEL TAX	REGIONAL CULTURAL AFFA	17,502.93
			TOTAL:	17,502.93
CARPENTER UNIFORM COMPANY	UNIFORMS - NEW CHIEF	GENERAL FUND	POLICE	733.69
	UNIFORM ITEM- NEW CHIEF	GENERAL FUND	POLICE	45.48
	UNIFORM ITEM - NEW CHIEF	GENERAL FUND	POLICE	105.98
	VEST - NEW CHIEF	GENERAL FUND	POLICE	675.00
			TOTAL:	1,560.15
CENTURY LINK	INTERNET SERVICES - LIBRAR	GENERAL FUND	LIBRARY	117.21
	ALARM MONITORING- PARKS DE	GENERAL FUND	PARKS & TRAILS	59.90
	ALARM MONITORING- CITY HAL	GENERAL FUND	BUILDING & HOUSING	19.97
	ALARM MONITORING- CITY HAL	GENERAL FUND	PLANNING & ZONING	19.96
	ALARM MONITORING- CITY HAL	GENERAL FUND	CITY HALL	19.97
	LONG DISTANCE SERVICES	GENERAL FUND	CITY HALL	37.92
	ALARM MONITORING - WATER D	WATER O/M	WATER	52.67
	ALARM MONITORING - WATER D	SEWER O/M	WASTEWATER	52.66
			TOTAL:	380.26
CFI TIRE SERVICE	MOUNTING TIRES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	84.00
	SERVICE CALL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	65.00
	TIRES FOR LOADER	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	1,296.00
	VALVE STEMS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	19.80
			TOTAL:	1,464.80
CINTAS CORPORATION	FIRST AID SUPPLIES	GENERAL FUND	POLICE	32.22
			TOTAL:	32.22
CINTAS CORPORATION #762	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
			TOTAL:	36.81
CITY OF DAVENPORT	2-DAY FORCE SCIENCE TRAINI	GENERAL FUND	POLICE	250.00
			TOTAL:	250.00
CITY OF DES MOINES	WRA	SEWER O/M	WASTEWATER	28,027.50
	WRA	SEWER O/M	WASTEWATER	3,108.00
	WRA	SEWER O/M	WASTEWATER	7,571.50
	WRA	SEWER O/M	WASTEWATER	25,769.25
			TOTAL:	64,476.25

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	RECEPTICAL FOR OLD SHOP	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	11.69
	STRIP FIXTURE FOR RESTROOM	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	113.16
	LIGHT FIXTURE FOR OLD SHOP	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	338.82
	TOTAL:			463.67
CONVENTION & VISITORS BUREAU	HOTEL/MOTEL TAX - OCT. - D	HOTEL-MOTEL TAX	REGIONAL CULTURAL AFFA	17,502.93
	TOTAL:			17,502.93
COPY SYSTEMS INC	KWIK SEAL FOR MAIL MACHINE	GENERAL FUND	CITY ADMINISTRATOR	39.50
	INK FOR MAIL MACHINE	GENERAL FUND	CITY ADMINISTRATOR	179.50
	TOTAL:			219.00
CROSS DILLON TIRE	CREDIT ON ACCT. - FIRE DE	GENERAL FUND	FIRE	97.88-
	FIRE TRUCK SERVICE/REPAIR	GENERAL FUND	FIRE	168.34
	TIRE REPAIR	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	38.06
	TOTAL:			108.52
DANIELS FILTER SERVICE, INC	ACTIVATED CARBON	SEWER O/M	WASTEWATER	1,585.13
	TOTAL:			1,585.13
DELL MARKETING	LAPTOP - COMM. DEV.	GENERAL FUND	CITY ADMINISTRATOR	1,293.08
	TOTAL:			1,293.08
DES MOINES AREA COMMUNITY COLLEGE	EMS TRAINING	GENERAL FUND	AMBULANCE	15.00
	EMS TRAINING	GENERAL FUND	AMBULANCE	15.00
	EMS TRAINING	GENERAL FUND	AMBULANCE	15.00
	TOTAL:			45.00
DES MOINES METAL FABRICATING	STEEL PLATE FOR PSB GATE	GENERAL FUND	POLICE	53.53
	TOTAL:			53.53
DES MOINES PEST CONTROL	PEST CONTROL SERVICES	GENERAL FUND	FIRE	47.50
	PEST CONTROL SERVICES	GENERAL FUND	AMBULANCE	47.50
	PEST CONTROL SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	35.00
	PEST CONTROL SERVICES-THE	GENERAL FUND	SIMPSON BARN	90.00
	PEST CONTROL SERVICES	GENERAL FUND	CROWN POINT	105.00
	PEST CONTROL SERVICES-CITY	GENERAL FUND	CITY HALL	115.00
	PEST CONTROL SERVICES	WATER O/M	WATER	35.00
	PEST CONTROL SERVICES	SEWER O/M	WASTEWATER	35.00
	TOTAL:			510.00
DEWEY FORD	WIRE CONNECTORS	GENERAL FUND	POLICE	38.38
	TOTAL:			38.38
ECHO SYSTEMS	CABLE TIE MOUNTING BASE	GENERAL FUND	PARKS & TRAILS	18.87
	TOTAL:			18.87
ELECTRONIC ENGINEERING COMPANY	MICRON TOWER SERVICES	GENERAL FUND	POLICE	12.00
	MICRON & RADIO TOWER SERVI	GENERAL FUND	EMERGENCY MANAGEMENT	18.00
	MICRON & RADIO TOWER SERVI	GENERAL FUND	EMERGENCY MANAGEMENT	144.00
	MICRON & RADIO TOWER SERVI	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	165.60
	MICRON & RADIO TOWER SERVI	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	165.60
	MICRON & RADIO TOWER SERVI	GENERAL FUND	PARKS & TRAILS	165.60
	MICRON & RADIO TOWER SERVI	GENERAL FUND	PARKS & TRAILS	165.60
	MICRON & RADIO TOWER SERVI	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	165.60
	MICRON & RADIO TOWER SERVI	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	165.60

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MICRON & RADIO TOWER SERVI	WATER O/M	WATER	165.60
	MICRON & RADIO TOWER SERVI	WATER O/M	WATER	165.60
	MICRON & RADIO TOWER SERVI	SEWER O/M	WASTEWATER	165.60
	MICRON & RADIO TOWER SERVI	SEWER O/M	WASTEWATER	165.60
			TOTAL:	1,830.00
FIRE RECOVERY EMS (FRUSA-EMS)	FEBRUARY CHARGES	GENERAL FUND	AMBULANCE	805.45
			TOTAL:	805.45
FIRST CHOICE DISTRIBUTION	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	100.22
			TOTAL:	100.22
FORTERRA BUILDING PRODUCTS	CONCRETE ADJUSTING RINGS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	376.00
			TOTAL:	376.00
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC	SRF FUNDING ADMIN. EMHR	MERLE HAY EAST IMP	ROADS, BRIDGES	11,918.33
	GM FLUME REPAIR/WTR QUALIT	STORM WATER O&M	STORM WATER	10,188.00
			TOTAL:	22,106.33
GRAHAM TIRE	TIRES - PATROL VEHICLE	GENERAL FUND	POLICE	468.16
	TIRES FOR POLICE SUV	GENERAL FUND	POLICE	505.80
			TOTAL:	973.96
GREAT AMERICA FINANCIAL SERVICES CORP.	COPIER LEASE & COPIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	53.78
	COPIER LEASE & COPIES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	53.78
	COPIER LEASE & COPIES	WATER O/M	WATER	53.78
	COPIER LEASE & COPIES	SEWER O/M	WASTEWATER	53.77
			TOTAL:	215.11
GRIMES ASPHALT & PAVING CORP	COLD MIX FOR POTHOLES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	173.74
	COLD MIX FOR POTHOLES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	543.12
	COLD MIX FOR POTHOLES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	93.44
			TOTAL:	810.30
HALLETT MATERIALS	ROCK-PARKS & BEAVER CR. BR	GENERAL FUND	PARKS & TRAILS	379.43
			TOTAL:	379.43
HEARTLAND, FLAGPOLES & CUSTOM FLAGS	STATE OF IOWA FLAGS - PSB	GENERAL FUND	POLICE	35.00
	STATE OF IOWA FLAGS - PSB	GENERAL FUND	FIRE	17.50
	STATE OF IOWA FLAGS - PSB	GENERAL FUND	AMBULANCE	17.50
			TOTAL:	70.00
HILLYARD/DES MOINES	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	111.88
			TOTAL:	111.88
HIRE QUALITY SOLUTIONS	TEMP. SERVICES - DAVIS	GENERAL FUND	BUILDING & HOUSING	919.67
			TOTAL:	919.67
HOWARD R GREEN COMPANY	GM NORTH CHANNEL REPAIR	2012 STORM DRAINAG	STORM SEWER	9,930.00
	NW BEAVER DRIVE - CPS	NW BEAVER DR/JOHNS	ROADS, BRIDGES, SIDEWA	329.00
	NW 86TH ST PUMP STATION	WATER O/M	WATER	6,302.75
			TOTAL:	16,561.75
HY-VEE, INC	BREAKROOM SUPPLIES	GENERAL FUND	POLICE	9.18
	REFRESHMENTS- VAUGHN RETIR	GENERAL FUND	POLICE	133.95
	BREAKROOM SUPPLIES	GENERAL FUND	POLICE	42.45

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MEAL-NEW CHIEF SEARCH OPEN	GENERAL FUND	POLICE	168.57
	CLEANING SUPPLIES	GENERAL FUND	FIRE	11.63
	DISTILLED WATER FOR BATTER	GENERAL FUND	FIRE	13.48
	CLEANING SUPPLIES	GENERAL FUND	AMBULANCE	11.63
	DISTILLED WATER FOR BATTER	GENERAL FUND	AMBULANCE	13.47
	REFRESHMENTS- LET'S TALK P	GENERAL FUND	LIBRARY	5.38
	REFRESHMENTS- FEB. BOOKCLU	GENERAL FUND	LIBRARY	20.07
	REFRESHMENTS- BOOK CLUB	GENERAL FUND	LIBRARY	19.26
	BREAKROOM SUPPLIES	GENERAL FUND	CITY ADMINISTRATOR	59.50
			TOTAL:	508.57
INTERSTATE ALL BATTERY CENTER	BATTERIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	25.75
	BATTERIES	WATER O/M	WATER	24.90
			TOTAL:	50.65
INTERSTATE BATTERIES	TORNADO SIREN BATTERIES	GENERAL FUND	EMERGENCY MANAGEMENT	1,133.65
	TORNADO SIREN BATTERIES	GENERAL FUND	EMERGENCY MANAGEMENT	1,457.55
	ECL-BATTERY	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	203.90
			TOTAL:	2,795.10
IOWA ASSN OF MUNICIPAL UTILITIES	CIASSO DUES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	321.94
	CIASSO DUES	GENERAL FUND	PARKS & TRAILS	321.94
	CIASSO DUES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	321.94
	CIASSO DUES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	0.01
	CIASSO DUES	WATER O/M	WATER	321.94
	CIASSO DUES	SEWER O/M	WASTEWATER	321.94
			TOTAL:	1,609.71
IOWA MUNICIPAL FINANCE OFFICER'S ASSOC	IMFOA CERTIFICATION- RHAME	GENERAL FUND	CITY CLERK	75.00
			TOTAL:	75.00
IOWA STATE UNIVERSITY	FIRE FIGHTER TRAINING	GENERAL FUND	FIRE	50.00
	FIRE FIGHTER TRAINING	GENERAL FUND	FIRE	100.00
			TOTAL:	150.00
JAMES SANDERS	REIMBURSEMENT- MTG. MEAL	GENERAL FUND	CITY ADMINISTRATOR	30.00
			TOTAL:	30.00
JOE SIEMBIEDA	EYEWARE REIMBURSEMENT	GENERAL FUND	POLICE	300.00
			TOTAL:	300.00
JOEL DECKER	BOOT REIMBURSEMENT	GENERAL FUND	FIRE	50.00
	BOOT REIMBURSEMENT	GENERAL FUND	AMBULANCE	50.00
			TOTAL:	100.00
JOHN TAYLOR	REIMBURSE- COURT HSE PARKI	GENERAL FUND	BUILDING & HOUSING	2.00
			TOTAL:	2.00
JOHNSTON STATION LC	UTILITIES FOR CENSUS OFFIC	GENERAL FUND	ECONOMIC DEVELOPMENT	162.58
			TOTAL:	162.58
JOHNSTONE SUPPLY	FILTERS	GENERAL FUND	FIRE	91.68
	FILTERS	GENERAL FUND	AMBULANCE	91.68
			TOTAL:	183.36
KADETH, INC	IT/NETWORK SUPPORT	GENERAL FUND	CITY ADMINISTRATOR	1,935.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	IT/NETWORK SUPPORT	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	137.50
	IT/NETWORK SUPPORT	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	<u>110.00</u>
			TOTAL:	2,182.50
KELTEK INCORPORATED	CHARGE GUARD	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	<u>56.43</u>
			TOTAL:	56.43
LAWSON PRODUCTS, INC	VARIOUS WASHERS	GENERAL FUND	PARKS & TRAILS	66.24
	RETURN - FLAT WASHERS	GENERAL FUND	PARKS & TRAILS	<u>52.50-</u>
			TOTAL:	13.74
LOGAN CONTRACTORS SUPPLY INC	OVERSHOE BOOTS AND SILICON	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	88.91
	CONCRETE SUPPLIES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	89.91
	CONCRETE SUPPLIES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	55.96
	BLADE WRENCH	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	<u>48.17</u>
			TOTAL:	282.95
LORI EDEN	MILEAGE REIMBURSEMENT	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	<u>37.80</u>
			TOTAL:	37.80
MANATT'S INC	CONCRETE BLANKET PO	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	1,078.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	<u>66.00</u>
			TOTAL:	1,144.00
MARCI SANTI	REIMBURSE MILEAGE-METRO MT WATER O/M		WATER	8.10
	REIMBURSE MILEAGE-METRO MT SEWER O/M		WASTEWATER	<u>8.10</u>
			TOTAL:	16.20
MENARDS CLIVE	CEILING HOOKS & DISH SOAP	GENERAL FUND	SIMPSON BARN	16.16
	PLYWOOD-TENNIS CT. HITTING	GENERAL FUND	CROWN POINT	<u>200.97</u>
			TOTAL:	217.13
METRO WASTE AUTHORITY	PREMIUM COMPOST IT TOTERS	GENERAL FUND	GARBAGE, RECYCLING, COMP	<u>530.00</u>
			TOTAL:	530.00
MIC MIDWEST INDUSTRIAL COMPONENTS	PARTS FOR BRINE PUMP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	<u>691.95</u>
			TOTAL:	691.95
MID AMERICAN ENERGY	ELE. SERVICES - TERRA LAKE	GENERAL FUND	PARKS & TRAILS	50.93
	ELE. SERVICES - CITY HALL	GENERAL FUND	CITY HALL	14.68
	ELE. SERVICES - TRAFFIC CA	ROAD USE TAX	TRAFFIC CONTROL	<u>12.57</u>
			TOTAL:	78.18
MIDWEST AUTOMATIC FIRE SPRINKLER CO.	SPRINKLER PIPE REPAIR-CITY	GENERAL FUND	CITY HALL	<u>393.44</u>
			TOTAL:	393.44
MIDWEST OFFICE TECHNOLOGY INC	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	6.12
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	1.26
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	1.26
	COPIER MAINT. & COPIES	GENERAL FUND	BUILDING & HOUSING	16.78
	COPIER MAINT. & COPIES	GENERAL FUND	PLANNING & ZONING	31.54
	COPIER MAINT. & COPIES	GENERAL FUND	MAYOR, COUNCIL	128.88
	COPIER MAINT. & COPIES	GENERAL FUND	CITY ADMINISTRATOR	43.22
	COPIER MAINT. & COPIES	GENERAL FUND	CITY CLERK	22.14
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	39.48
	COPIER MAINT. & COPIES	WATER O/M	WATER	<u>129.16</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COPIER MAINT. & COPIES	SEWER O/M	WASTEWATER	129.16
			TOTAL:	549.00
MIDWEST WHEEL	TRAILER HITCH PINS	GENERAL FUND	PARKS & TRAILS	9.78
			TOTAL:	9.78
MIRACLE RECREATION EQUIPMENT	SPRINGS FOR PLAYGROUND EQU	GENERAL FUND	PARKS & TRAILS	389.45
			TOTAL:	389.45
MSC INDUSTRIAL SUPPLY CO.	MARKING PENS FOR EQUIPMENT	GENERAL FUND	FIRE	19.52
			TOTAL:	19.52
MUNICIPAL SUPPLY INC	MANHOLE REPAIR, SET METERS	WATER O/M	WATER	550.00
	CHECK VALVES	SEWER O/M	WASTEWATER	170.25
	MANHOLE REPAIR, SET METERS	SEWER O/M	WASTEWATER	229.00
			TOTAL:	949.25
OLD DOMINION BRUSH	STREET SWEEPER BRUSH/BROOM	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	317.75
			TOTAL:	317.75
PADLOCK OUTLET	COMBINATION PADLOCKS-LOCKE	GENERAL FUND	POLICE	231.31
			TOTAL:	231.31
PITNEY BOWES	TERM RENTAL FEE- MAIL MACH	GENERAL FUND	POLICE	1,161.00
			TOTAL:	1,161.00
POLK COUNTY RECORDER	RECORDING FEES-- BOA RESOLU	GENERAL FUND	PLANNING & ZONING	71.00
			TOTAL:	71.00
Provantage, LLC	ADOBE SOFTWARE	GENERAL FUND	CITY ADMINISTRATOR	752.63
			TOTAL:	752.63
QUALITY FLOW IOWA, INC	GRINDER TANKS & REPAIR	SEWER O/M	WASTEWATER	24,658.00
			TOTAL:	24,658.00
QUICK SUPPLY CO	BUCK SKIN DUST	GENERAL FUND	PARKS & TRAILS	98.05
	TERRA MULCH	GENERAL FUND	PARKS & TRAILS	53.60
	TERRA MULCH	GENERAL FUND	PARKS & TRAILS	67.00
			TOTAL:	218.65
RACOM CORPORATION	EDACS ACCESS	GENERAL FUND	POLICE	963.50
	RADIO REPAIRS & RADIO BATT	GENERAL FUND	FIRE	264.00
	EDACS & BEON ACCESS	GENERAL FUND	FIRE	425.90
	RADIO REPAIRS & RADIO BATT	GENERAL FUND	AMBULANCE	264.00
	EDACS & BEON ACCESS	GENERAL FUND	AMBULANCE	425.90
			TOTAL:	2,343.30
RECONSTRUCTION 380	SPRINKLER BREAK REPAIRS -	GENERAL FUND	CITY HALL	1,750.53
			TOTAL:	1,750.53
SITEONE LANDSCAPE SUPPLY	HORTICULTURAL OIL	GENERAL FUND	PARKS & TRAILS	36.73
			TOTAL:	36.73
SNAP ON INDUSTRIAL	OXYGEN SENSOR	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	25.42
			TOTAL:	25.42

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SNAP-ON EQUIPMENT, INC	PARTS FOR HOIST	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	143.65
			TOTAL:	143.65
SNYDER & ASSOCIATES INC	TERRA LAKE IMPROVEMENTS PR	TERRA LAKE	PARKS & TRAILS	2,200.00
	TERRA LAKE IMPROVEMENTS PR	TERRA LAKE	PARKS & TRAILS	18,650.00
			TOTAL:	20,850.00
SPRINT	AIR CARDS FOR PATROL CARS	GENERAL FUND	POLICE	125.41
			TOTAL:	125.41
STAPLES ADVANTAGE	STAPLES & VARIOUS SUPPLIES	GENERAL FUND	FIRE	24.43
	STAPLES & VARIOUS SUPPLIES	GENERAL FUND	AMBULANCE	24.43
	RETURN - STENO NOTEPADS	GENERAL FUND	BUILDING & HOUSING	17.99
	VIEW BINDER, FILE FOLDERS,	GENERAL FUND	CITY ADMINISTRATOR	54.63
	BREAKROOM SUPPLIES	GENERAL FUND	CITY ADMINISTRATOR	40.49
	LRG. MAILING ENVELOPES (2s	GENERAL FUND	CITY ADMINISTRATOR	66.24
	STAPLES, HI-LIGHTERS, FOLD	WATER O/M	WATER	101.57
	HANGING FILE FOLDERS	WATER O/M	WATER	6.79
			TOTAL:	300.59
STAR EQUIPMENT	CRACK SEALANT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	2,808.00
			TOTAL:	2,808.00
STOREY KENWORTHY/MATT PARROTT	WATERBILL RETURN ENVELOPES	WATER O/M	WATER	1,076.00
	STATEMENT UTILITY BILLS	WATER O/M	WATER	1,005.40
	WATER REMINDER NOTICES	WATER O/M	WATER	422.68
	WATER DISCONNECT NOTICES	WATER O/M	WATER	211.34
	WATERBILL RETURN ENVELOPES	SEWER O/M	WASTEWATER	1,076.00
	STATEMENT UTILITY BILLS	SEWER O/M	WASTEWATER	1,005.40
	WATER REMINDER NOTICES	SEWER O/M	WASTEWATER	422.67
	WATER DISCONNECT NOTICES	SEWER O/M	WASTEWATER	211.34
			TOTAL:	5,430.83
SUN BADGE	BADGE FOR SGT. JENSEN	GENERAL FUND	POLICE	92.75
	RETIREMENT BADGE - PORTER	GENERAL FUND	POLICE	92.75
			TOTAL:	185.50
SWEENEY, JOHN	REIMBURSE- BACKGROUND CHEC	GENERAL FUND	AMBULANCE	97.95
			TOTAL:	97.95
TASK FORCE TIPS (TFT)	FIRE NOZZLE REPAIR	GENERAL FUND	FIRE	67.74
			TOTAL:	67.74
TERESA ROTSCHAFFER	REIMBURSEMENT- IACMA MTG.	GENERAL FUND	CITY ADMINISTRATOR	10.00
	REIMBURSEMENT- IACMA MTG.	GENERAL FUND	FINANCE	10.00
			TOTAL:	20.00
TERMINAL SUPPLY CO	CONNECTORS, TERMINAL-SHOP	GENERAL FUND	FIRE	14.92
	CONNECTORS, TERMINAL-SHOP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	44.76
			TOTAL:	59.68
THE UPS STORE	SHIPPING SERVICES	GENERAL FUND	FIRE	5.75
	SHIPPING SERVICES	GENERAL FUND	AMBULANCE	5.75
			TOTAL:	11.50
UNITED CONTRACTORS, INC	NW 70TH AVE IMP RETAINING	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	199,985.15

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NW 70TH AVE IMP RETAINING	70TH AVE IMP	(86TH ROADS, BRIDGES, SIDEWALK	3,087.50
	NW 70TH AVE IMP RETAINING	70TH AVE IMP	(86TH ROADS, BRIDGES, SIDEWALK	10,925.00
	NW 70TH AVE IMP RETAINING	70TH AVE IMP	(86TH ROADS, BRIDGES, SIDEWALK	12,996.00
			TOTAL:	226,993.65
UNIVERSAL PRINTING SERVICES	LETTERHEAD COPY PAPER	GENERAL FUND	CITY ADMINISTRATOR	240.40
			TOTAL:	240.40
VAN WALL GROUP	EQUIPMENT OPERATORS MANUAL	GENERAL FUND	PARKS & TRAILS	56.44
	PARTS FOR LEAF BLOWER	GENERAL FUND	PARKS & TRAILS	18.22
	HARD HAT W/SHIELD	GENERAL FUND	PARKS & TRAILS	73.95
	APRON CHAPS FOR CHAINSAW	GENERAL FUND	PARKS & TRAILS	94.95
			TOTAL:	243.56
VERIZON WIRELESS	AIR CARDS FOR PATROL CARS	GENERAL FUND	POLICE	560.22
	CELL PHONE SERVICES-FIRE D	GENERAL FUND	FIRE	252.31
	CELL PHONE SERVICES-FIRE D	GENERAL FUND	AMBULANCE	252.30
	CELL PHONE SERVICES-BLDG.D	GENERAL FUND	BUILDING & HOUSING	218.21
	CELL PHONE SERVICE - PRICE	GENERAL FUND	COMMUNICATIONS	40.01
	HEXAGRAM CELL PHONE SERVIC	WATER O/M	WATER	237.60
	HEXAGRAM CELL PHONE SERVIC	SEWER O/M	WASTEWATER	237.60
			TOTAL:	1,798.25
ZIEGLER INC	MATS FOR C.A.T. ROLLER	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	92.19
			TOTAL:	92.19

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

010	GENERAL FUND	46,253.98
011	HOTEL-MOTEL TAX	35,005.86
140	ROAD USE TAX	9,783.58
325	FIBER OPTIC PROJECT	137.50
334	MERLE HAY EAST IMPROVEMEN	11,918.33
335	SIGNALIZATION PROJECTS	110.00
340	TERRA LAKE	20,850.00
342	2012 STORM DRAINAGE IMP	9,930.00
344	NW BEAVER DR/JOHNSTON DR	329.00
346	70TH AVE IMP (86TH-107TH)	312,683.46
601	WATER O/M	11,539.21
631	SEWER O/M	95,326.56
671	STORM WATER O&M	10,188.00
GRAND TOTAL:		564,055.48

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AUDITOR OF STATE	6/30/15 AUDIT FILING FEE	GENERAL FUND	FINANCE	283.33
	6/30/15 AUDIT FILING FEE	WATER O/M	WATER	283.33
	6/30/15 AUDIT FILING FEE	SEWER O/M	WASTEWATER	283.34
			TOTAL:	850.00

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

010	GENERAL FUND	283.33
601	WATER O/M	283.33
631	SEWER O/M	283.34
GRAND TOTAL:		850.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC	SUCKOW, JIM & PAULA	310-300100-00	NON-DEPARTMENTAL	338.00
			TOTAL:	338.00

===== FUND TOTALS =====	
601 WATER O/M	338.00
GRAND TOTAL:	338.00

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IOWA DEPARTMENT OF NATURAL RESOURCES
 ENVIRONMENTAL SERVICES DIVISION
 Field Office #5
 7900 Hickman Rd., Ste 200, Windsor Heights, Iowa 50324
 Phone: (515) 725-0268 FAX: (515) 725-0218

REPORT OF INSPECTION

INVESTIGATION DATE	CURRENT: 1-6-2016	LAST: 5-18-2010
TO: City of Johnston, IA		
SUBJECT: Storm Water MS-4 Compliance Inspection Iowa NPDES Permit No: 77-40-0-02		
PERSONS CONTACTED: Matt Greiner, Construction Inspector 515-278-0822 Eric Rehm, Building Inspector 515-727-7779 David Wilwerding, Community Development Director 515-727-7775		

Introduction

The departmental compliance inspection of the City's MS4 program was made on January 6, 2016. The scope of the inspection included an evaluation of the permit requirements, general discussions pertaining to the city's storm water program and on-site visits to Windsor Office Park, Cross Haven Development and Greenwood Hills. Mr. Greiner, Mr. Rehm and Mr. Wilwerding were interviewed for the records review. Mr. Greiner and Mr. Rehm accompanied me during the site visits, however the ground was snow covered so sites were not able to be adequately inspected and are not included in this inspection report.

Iowa NPDES Permit

The City of Johnston was issued an Iowa NPDES Permit for the discharge of storm water for its Municipal Separate Storm Sewer System (MS4), totaling approximately 17 square miles, on May 1, 2014. The permit expiration date is April 30, 2019.

n/a = not applicable, n/o = not observed.

Part II A. Public Education and Outreach on Storm Water Impacts

Permit requirements	Yes	No	n/a	n/o
General storm water education brochure	x			
Telephone hotline number	x			
Articles in the city newsletter	x			
Web site	x			
Storm drain labeling	x			

Comments:

As a reminder, the educational materials that are provided to residents must include the City telephone hotline number.

Part II B. Public Involvement and Participation

Permit requirements	Yes	No	n/a	n/o
Public meetings	x			
Storm water advisory committee	x			
Volunteer programs	x			

Comments:

Public meetings are generally related to city watershed assessment projects. Walnut Creek committee includes private residences, city employees and developers. Volunteer programs include Beaver Creek and floodplain clean up.

Part II C. Illicit Discharge Detection and Elimination

Permit requirements	Yes	No	n/a	n/o
Illicit discharge prohibition ordinance	x			
Illicit discharge detection and elimination program	x			
Storm sewer system map	x			

Comments:

The City's illicit discharge ordinance is complete. Illicit discharges generally involve concrete washouts. The city provided a mass mailing to all area concrete companies to provide information on proper concrete washout procedures.

City storm sewer mapping is complete.

Part II D. Construction Site Runoff Control

Permit requirements	Yes	No	n/a	n/o
Construction site runoff control ordinance	x			
Construction site review and inspection program	x			
BMP demonstration sites	x			
BMP manual	x			

Comments:

The City's construction site runoff control ordinance is complete. Formal inspections are conducted each quarter. These inspections are summarized in the cities annual report. The City reported they issue approximately 20 stop work orders a year. City staff states they are issuing more fines recently and these are found to be more effective than stop work orders. If a project expands its scope, the city is responsible for verifying that a valid GP2 permit has been issued by the department.

Part II E. Post Construction Storm Water Management

Permit requirements	Yes	No	n/a	n/o
Post-construction site runoff control ordinance	x			
Site plan review of post-construction runoff control devices	x			
Inspection of run-off control devices	x			
Watershed assessment program	x			

Comments:

The City's post construction site runoff ordinance is complete. Residential developments are required to maintain post construction runoff control structures, usually through a home owners association. The Parks Department maintains City owned post construction runoff structures.

Part II F. Pollution Prevention/House Keeping

This section of the NPDES Permit addresses preventing and reducing pollutant runoff from municipal operations.

Permit requirements	Yes	No	n/a	n/o
Operation and maintenance of MS4	x			
Pesticide and fertilizer management program	x			
Training program for municipal employees	x			
City facilities BMPs	x			

Comments:

A storm water utility fee was implemented in 2012. The city council recently approved a fee increase. In part, the storm water utility fee is used to collect water samples for the city's water quality monitoring program which was implemented in 2013. Samples are collected at 10 locations across the city approximately 3 times a year. Staff meetings are held once a month and include storm water management training. Meetings to discuss street salting are held annually. Street sweeping occurs twice a year.

Part III. Reporting Requirements

An annual report is to be submitted to the DNR by March 31 of each calendar year.

Comments:

The 2014 annual report was received on April 9, 2015.

RECOMMENDATIONS:

Continue to issue stop work orders, and fines, on out of compliance GP2 sites.

AUTHENTICATION	
INSPECTOR: Malia Schepers, Environmental Specialist 	DATE: 2-19-2016
REVIEWER: Ted Petersen, Supervisor 	DATE: 3-9-2016



Camp Dodge Joint Maneuver Training Center

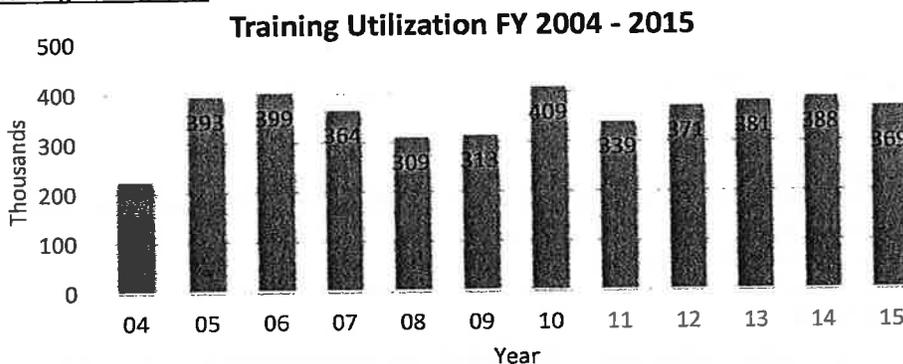
Camp Dodge Joint Maneuver Training Center (CDJMTC).

Provide support to military personnel and units of all branches and components of the Armed Forces to enhance training and readiness levels. Provide a platform for the military, law enforcement, and other government agencies to complete training, support, and preparation to accomplish each of their specific missions. Provide state of the art facilities, enhanced infrastructure, and the full range of installation operations support and services to stationed and transient training units, installation tenants, and local community. Support contingency operations as ordered. Provide defense support of civil authorities as directed. Accomplish assigned missions in a sustainable fashion exercising effective stewardship of the natural environment.

Strategic Objectives.

- Modernize CDJMTC infrastructure
- Enhance CDJMTC military value through improved training area utilization and land use initiatives
- Maintain and expand CDJMTC military training customer base
- Acquire, effectively use and continuously conserve resources
- Provide well-being programs that support our values-based, ready, and resilient organization
- Manage fiscal resources in order to achieve the maximum return on investment in fulfilling the organization's readiness objectives
- Most recent economic impact study showed \$140 million dollars was returned to the local economy, which translates to a total estimated economic impact of \$204 million dollars

Training Throughput.



	2011	2012	2013	2014	2015
ARNG	197,494	240,218	270,627	273,833	256,315
Army Reserve	14,748	23,221	23,751	25,235	21,118
Active Duty	559	5,963	6,129	5,999	5,252
Other Gov	6,309	9,857	32,707	6,445	15,511
Non-Gov	119,655	92,139	47,963	76,969	71,192
Total usage	338,765	371,417	381,177	388,144	369,388

Value.

- Fully integrated training environment (live, virtual, constructive); individual through battalion
- CDJMTC provides necessary personnel, equipment, and facilities to provide training and logistical support for a wide variety of customers
- Support the most Joint, Interagency, and total Army integrated exercises in Department of Defense outside the combat training centers
- Training Institute for Iowa law enforcement
- The Iowa Gold Star Military Museum, providing tribute to fighting men and women

Capabilities.

- Joint Maneuver Training Center
- Fully instrumented urban training environments
- State of the art Shoot House
- Medical Simulations Training Center (MSTC)
- Brigade level mission command simulation training
- Regional Training Institute (NCOES, OCS, WOCS, ASI, 92A, 88M, 68W)
- Mission Training Complex (MTC) –providing sustainment units with individual qualification, unit level training facilities
- Sustainment Maintenance Training Center (STC)
- Home to the Iowa Law Enforcement Academy (ILEA)
- Engagement Skills Trainer (EST) 2000
- Call For Fire Trainer (CFFT)
- Transportable Blackhawk Aircrew Trainer (TBAT)
- Virtual Convoy Operations Trainer (VCOT 2)
- HMMWV Egress Assistance Trainer (HEAT)
- Virtual Battle Space trainer (VBS)
- Individual Gunnery Trainer (IGT)
- Laser Collective Combat Advanced Training System (LCCATS)
- Improvised Explosive Device System (IEDS)
- Mine Resistant Ambush Protected (MRAP) Egress Trainer (MET)
- Rappel Tower
- Obstacle course
- Urban Training Center
- Urban Assault course

Unrealized Potential.

- Pre-existing, modern campus facilities specifically designed to support school house operations
- 4,500 acres of training area

Economic Impacts.

- Camp Dodge employs over 1,100 individuals, both military and civilian, who earn collectively over \$78 million dollars in labor income annually
- Camp Dodge attracted nearly 385,000 visitors for training or instruction. Those visitors were estimated to spend \$35 million on retail and services in central Iowa during their stay
- Average Camp Dodge construction and equipment purchases surpasses \$7 million annually