JOHNSTON CITY COUNCIL
Worksession No. 16-09
Johnston City Hall, 6221 Merle Hay Road
April 18, 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. DISCUSS POSSIBLE GUIDELINES TO ADMINISTER THE STORMWATER UTILITIES HOMEOWNER GRANT PROGRAM

5. DISCUSS CHANGES TO CHAPTER 170 ZONING CODE, SIGN REGULATIONS AND PERMIT FEES FOR SIGN PERMITS

6. DISCUSS CHANGES TO CHAPTER 99-SEWER USER CHARGE AND CHAPTER 92-WATER RATES

Posted on April 15, 2016 at www.cityofjohnston.com, Johnston City Hall, Johnston Public Works, and Johnston Public Library.

ITEM NO. WS4

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
Work Session
April 18th, 2016

| **SUBJECT:** Discuss possible guidelines to administer the Stormwater Utilities Homeowner Grant Program. | ACTIONS REQUIRED:<br>X DIRECTION TO STAFF |
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**SYNOPSIS:**

Chapter 103.03.10 of the City of Johnston Code of Ordinances lists as one of the powers, duties, and responsibilities of the stormwater utility that the City "Administer a homeowner grant program providing funding assistance for stormwater management improvements on single family residential lots". This program has not been implemented to date due to staffing constraints. With the pending addition of a City Planner position this can proceed.

Staff has reviewed other Des Moines metro cities reimbursement and grant programs in order to begin developing administration guidelines for our own stormwater homeowner grant program. Most guidelines for the other cities' programs are similar, but two main components of the programs varied and our desired outcomes from the program have not been defined. As such staff has provided the following questions to help guide the discussion on the desired guidelines for the program.

- Desired outcomes for this program
  - Improved water quality
  - Reduced off-site stormwater drainage
- Eligible costs to be covered by this program
  - Materials
  - Contract labor
- Applicant would be eligible to receive the following awards
  - 50% match on BMP or $750 maximum
  - 50% match on rain barrels or $75 maximum, limit 1 per address

The following sections provide descriptions of typical stormwater best management practices (BMPs). This is followed by summaries of the other metro cities programs in regards to helping to answer the questions above.

**STORMWATER BEST MANAGEMENT PRACTICES (BMPs):**

Stormwater Best Management Practices (BMPs) is a term used to cover a wide variety of practices used to manage stormwater generated on a site. The following are general groups that most practices could fall into. A highly effective BMP would include characteristics of all of the categories below, but not every site may be suitable for all practices.

**Infiltration**

Surface infiltration can be achieved through the use of grass buffer strips, vegetated swales, and porous pavement systems. Infiltration systems such as infiltration trenches, infiltration basins, and bioretention areas (including rain gardens) are designed specifically to capture a defined volume of storm runoff and transfer it directly to the soil profile. Several integrated practices, such as soil quality restoration and native landscaping, can be used in conjunction with these practices to improve the infiltration capacity of compacted urban soils. An infiltration BMP is designed to capture a volume of stormwater runoff, retain it, and infiltrate all or part of that volume into the ground.

Infiltration is the most effective means of controlling stormwater runoff since it reduces the volume of runoff that is discharged to receiving waters and the associated water quality impacts that runoff can cause. Infiltration is also an important mechanism for pollutant control. As runoff infiltrates into the ground, particulates and attached contaminants such as metals and nutrients are removed by filtration, and dissolved constituents can be removed by adsorption. However, infiltration is not appropriate in areas with poor soils, such as clay rich soils.

**Filtration**

Filtration is the removal of particulates from water by passing the water through a porous media. Media commonly used in stormwater BMPs include soil, sand, gravel, peat, compost, and various combinations such as peat/sand, soil/sand and sand/gravel. Filtration is a complex process dependent on a number of variables. These include the particle shape and size, and the velocity at which the fluid moves through the media. Filtration can be used to remove solids and attached pollutants such as metals and nutrients. Organic filtration media such as peat or leaf compost can also be effective at removing soluble nutrients from urban runoff. This practice can be more expensive if a built structure is used. Infiltration typically filters waters also, but infiltration doesn't always use filtration practices.

**Detention**

Stormwater detention is the practice of slowing the release of water from a site. Detention practices can promote infiltration and filtration, but the primary purpose is to slow the release of water from a site. Detention may be appropriate in areas that receive large volumes of stormwater and have the space to detain it or in areas with poor soils that do not promote infiltration.

**Rainwater Harvesting**

Rain water harvesting is the process of storing rain water for use at a later time or for a specific purpose. Rain water harvesting is a form of stormwater detention, but due to its common usage in residential settings was called out specifically. This practice can be as simple as putting a rain barrel under a

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| | downspout or as complex as installing a home system to make the water healthy enough to drink. The most common use of rain water harvesting is the rain barrel concept.<br><br>Rain barrels placed at the end of roof downspouts capture and store roof runoff for non-potable water use, like irrigation. Rain barrels come in a wide variety of materials, designs, and colors. Common sizes for residential use are 55 gallons and 90 gallons. They are usually installed on the ground next to buildings and include a system to flush debris away from the barrel. |
| METRO GRANT / REIMBURSEMENT PROGRAMS: | Metro cities have begun to implement stormwater grant/reimbursement programs. Below are brief overviews of their programs. |
| Pleasant Hill: | Pleasant Hill began administering a Rain Barrel Reimbursement Program in July 2015. They have budgeted $5,000 to this program and are providing reimbursement for rain barrels at a 50% match with a $75 max award. According to their city staff, they are considering expanding the availability of funding for more extensive projects, such as rain gardens, after they have had time to fully explore the rain barrel option.<br><br>Rain barrels are a common component in other metro programs as well as programs throughout Iowa. Generally the reimbursement amount caps at $50 to $75 for one rain barrel per person or per address. Some programs include the rain barrel reimbursement as part of their max award for BMPs while others consider it a separate category from other BMPs and do not remove that award amount from the max award for other BMPs. |
| Ankeny: | Ankeny has developed a successful program that has been well received by their residents. They have budgeted $15,000, for the fiscal year, with a 50% match of costs incurred or max award of $1,800 per land owner or business. This program limits reimbursement for rain barrels to a max of $75 with a limit of one per address. The program is intended to encourage individual landowners and business to incorporate stormwater BMPs on their property. Funding may be used for several projects, but may not exceed the max award. According to their city staff, rain barrel reimbursements make up the largest share of their applicants, but they are beginning to see soil quality restoration increase in popularity. |
| Urbandale: | Urbandale has by far the most well funded grant program within the Des Moines metro. They have funded their program up to $100,000, per year, with a max award of $5,000 per property. The award can be increased to a max of $20,000, for an individual project, if several adjacent properties (or a homeowner's association) work together to create a larger project. Both homeowners and business are eligible for funding in their program. Costs covered by their program include associated materials, contract labor, maintenance, and payments to an engineering firm for design work. These |

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| | expenses may include the cost to prevent or repair stormwater damage as well as to improve site drainage. |
| Waukee: | Waukee has recently begun administering a rain garden reimbursement program. They have budgeted $15,000 per year for this program. Individuals may apply for a reimbursement of 50% of their incurred cost with a max award of $1,000. Costs covered include materials and contract labor. They have also begun administering a separate rain barrel reimbursement program. The first 30 applicants per year are eligible to be reimbursed up to $50 for a rain barrel. |
| RECOMENDED GUIDELINES: | Upon exploring the variety of BMPs and comparing other metro city programs staff has developed some recommended guidelines for the grant program, attached to this report. Upon Council establishment of the program, it would be implemented administratively with regular reports back to the Council on the projects funded. |
| FUNDING: | The Storm Water Utility funding model assumes 1% of the revenue will be made available for homeowner grants. For this coming year, approximately $7,000 will be available. Staff is recommending a max award for BMPs of $750 and a max award of $75 for a limit of one rain barrel. Within metro Des Moines this award would be the lowest amount available. This amount should allow for multiple projects per year. Some BMPs can cost several thousand dollars. A lower amount may not be enough to assist with many of the proper practices. |
| RECOMMENDATION: | Direction to staff regarding establishing guidelines for the Stormwater Utilities Homeowner Grant Program. |

Attachments:

Potential Stormwater Homeowner Grant Program Application and Guidelines
Chapter 103 of City of Johnston Code of Ordinances
Ankeny Stormwater Best Management Practice Reimbursement Program Application and Conditions
Pleasant Hill Rain Barrel Reimbursement Program Requirements
Urbandale Stormwater Grant Program Application and Conditions
Waukee Rain Garden Requirements
Waukee Rain Barrel Requirements

City of Johnston

# Stormwater Homeowner Grant Program
# Project Application

This program was created to provide funding assistance for stormwater management improvements on single family residential lots. Installing stormwater Best Management Practices are a great way to help reduce the pollutants produced by stormwater runoff and keep our watersheds clean! Please submit this application to the City of Johnston Department of Community Development at 6221 Merle Hay Road; P.O. Box 410 Johnston, IA 50131. See conditions and instructions on the back.

| Applicant/Property Owner: | Email Address: | Phone Number: |
|---|---|---|
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| Address: | City: | State: | Zip Code: |
|---|---|---|---|
| | | | |

Have you submitted an application before? Y___ N___ If yes, for which practice?_____

**Proposed Best Management Practice (BMP):**

☐ Rain Garden ☐ Rain Barrel ($75 max.) ☐ Erosion Control ☐ Grassed Swales

☐ Infiltration ☐ Filtration ☐ Other (describe): _____

**Estimated Amount of Project:** $_____

**Amount Requested:**$_____

(50% of total cost, max. total $750; Rain barrel: 50% of cost, max. $75, limit 1)

**Please attach the following with application:**

1. Summary/description of the project.
2. Maps/site plans showing the project location and area being treated with BMPs.
3. Project schedule and expected completion date.
4. Cost summary and/or contractor's estimate of the project.

*The City requires access to your property for evaluation of this application, inspection during construction and inspection of the completed project.*

☐ Yes, I consent to the City of Johnston having access to my property and to photograph the installed BMP.

*By signing this application, the applicant agrees that all information provided in this application and the accompanying documents are accurate and agrees to the conditions of this program.*

_____ _____

Applicant/Property Owner Signature Date of Application

**This section is for office use only**

**CITY OF JOHNSTON APPROVAL**

Amount Requested $_____

Amount Approved $_____

All documents Enclosed

Municipal Staff BMP approval

Additional documents needed:

_____

_____

_____

_____

**Community Development Director Approval**

_____

Signature

_____

Date

# City of Johnston

# 2016/2017 Stormwater Homeowner Grant Program

## Program Description

In attempt to promote the stormwater quality Best Management Practices (BMP's) throughout the city, the home-owner grant program allots funds for the cost of materials and labor associated with installation of BMP's such as rain gardens, rain barrels, erosion control, filtration, infiltration, grassed swales, and other practices as approved by the City. Financial assistance is given to applicants who install BMPs on their property that improve the quality or quantity of stormwater runoff entering the city storm sewer system, creeks, or streams. Funding is limited and will be available on a first come first serve basis.

## Conditions

- BMP projects are eligible for a 50% match with a maximum award of $750. Rain barrels, one per address, are eligible for a 50% match with a maximum award of $75.
- Associated material and contract labor expenses incurred prior to July 1st are eligible for reimbursement.
- Approval of the project by City staff before implementation is required to qualify for reimbursement.
- The City of Johnston will require access to your property for evaluation of the project, prior to construction, during construction, and during final inspection of the project.
- The applicant is responsible for all project costs and implementation. The City of Johnston will provide reimbursement after the costs are incurred and improvements inspected. After submitting all final costs and receipts, the City of Johnston will reimburse the applicant within 30 days.
- The City of Johnston is not liable for personal injury or property damage resulting from said work.
- Projects approved for funding carry no implied warranty by the City of Johnston.
- The funded practice must be maintained for a minimum of (3) years. All maintenance costs are the responsibility of the property owner.
- The applicant is responsible for obtaining all applicable permits. Approval of this application does not constitute a permit. Notify Iowa One Call (811) before beginning ground disturbing construction.
- Please be advised that the applicant is liable for any income and or property taxes that become due as a result of any reimbursement by the city.

## Instructions

1. Fill out the application and submit it to the City of Johnston Community Development Department. Please attach a map, project description, cost summary, and project schedule.
2. After approval, contact the Community Development Department prior to project start.
3. Call the Community Development Department to schedule inspection of the completed project.
4. Submit final paid receipts for approval and reimbursement.

For more information about the program contact the City of Johnston Community Development Office at 515-278-2344. For ideas and suggestions on improving the stormwater quality on your property, please visit http://rainscapingiowa.org/.

# CHAPTER 103

# STORMWATER MANAGEMENT UTILITY


103.01 Definitions
103.02 Declaration of Purpose; Establishment of District
103.03 Powers, Duties and Responsibilities
103.04 Organization
103.05 Stormwater Service Charges Required
103.06 Effective Date of Stormwater Service Charges
103.07 Basic Rate
103.08 Rate Appeals
103.09 Exemption From Fees; Special Conditions
103.10 Billing for Stormwater Service
103.11 Annual Review of Rates
103.12 Review of Stormwater Utility Program


**103.01 DEFINITIONS.** The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Bonds" means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.

2. "Customers of stormwater utility" include all persons, properties, and entities served by and/or benefiting from the utility's acquisition, management, maintenance, extension and improvement of the public stormwater management systems and facilities.

3. "Director" means the Public Works Director as director of the stormwater management utility.

4. "Equivalent residential unit" or "ERU" means the average impervious area of residential developed property per dwelling unit located within the City as periodically determined and established as provided in this chapter, which has been determined by the City to be 4,000 square feet of impervious surface area.

5. "Operating budget" means the annual operating budget for the stormwater management utility adopted by the City Council for the succeeding fiscal year.

6. "Revenues" means all rates, fees, assessments, rentals or other charges or other income received by the utility, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.

7. "Stormwater drainage system" means the system of publicly or privately owned or operated rivers, creeks, ditches, drainage channels, pipes, basins, street gutters, and lakes within the City through which or into which stormwater runoff, surface water, or subsurface water is conveyed or deposited.

8. "Stormwater management utility" or "utility" means the enterprise fund utility created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.

9. "User" means any person owning, operating, or otherwise responsible for property within the City which directly or indirectly discharges stormwater or surface or subsurface waters to any portion of the stormwater management system, including direct or indirect discharges to the City's stormwater drainage system, or which is directly or indirectly protected by the City's flood protection system or stormwater

drainage system. The term "user" means any person responsible for the direct or indirect discharge of stormwater or surface or subsurface waters to the City's stormwater drainage system.

**103.02 DECLARATION OF PURPOSE; ESTABLISHMENT OF DISTRICT.**

1. The City Council finds, determines, and declares it to be conducive to the health, welfare, safety and convenience of the City and its residents that a stormwater management utility district be established within the City. Consequently, pursuant to I.C. §384.84(1), a stormwater management utility district, to be known as The Johnston Stormwater Management Utility, is established, and it is ordained and declared that the property located within the City limits of the City of Johnston shall be and constitute the stormwater management utility district, and that the utility shall comprise and include elements of the City's stormwater drainage and flood protection systems which provide for the collection, treatment and disposal of stormwater, surface water, and groundwater. It is further found, determined, and declared that the elements of the stormwater management utility are of benefit and provide services to all real properties within the incorporated City limits, including property not directly served by the stormwater drainage system, and that such benefits and services may include but are not limited to the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater; the reduction of hazard to property and life resulting from stormwater runoff and flooding; improvement in general health and welfare through reduction of undesirable stormwater conditions and flooding; and improvement to the water quality in the stormwater and surface water system and its receiving waters.

2. It is further determined and declared to be necessary and conducive to the protection of the public health, welfare, safety and convenience of the City and its residents that charges be levied upon and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge stormwater or surface or subsurface waters, directly or indirectly, to the City stormwater drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair, replacement and debt service for construction of the stormwater drainage and flood protection improvements comprising the stormwater management utility.

**103.03 POWERS, DUTIES AND RESPONSIBILITIES.** The stormwater management utility shall have the following powers, duties, and responsibilities:

1. Prepare ordinances as needed to implement this chapter and forward the ordinances to the City Council for consideration and adoption, and adopt such regulations and procedures as are required to implement this chapter and carry out its duties and responsibilities.

2. Administer the acquisition, design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.

3. Administer and enforce this chapter and all ordinances, regulations and procedures adopted relating to the design, construction, maintenance, operation and alteration of the utility system, including but not limited to the quantity, quality and/or velocity of the stormwater conveyed thereby.

4. Inspect private systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted pursuant to this chapter.

5. Prepare and revise a comprehensive drainage and flood protection plan for periodic review and adoption by the City Council.

6. Review plans, approve or deny, inspect and accept extensions to the stormwater drainage system.

7. Establish and enforce regulations to protect and maintain water quality within the system in compliance with water quality standards established by state, regional and/or federal agencies as adopted or amended.

8. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility, and make recommendations regarding adjustments to such fees, charges, fines and other revenues.

9. Prepare an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing the system.

10. Administer a homeowner grant program providing funding assistance for stormwater management improvements on single family residential lots.

**103.04 ORGANIZATION.** The City Council shall be the governing body of the stormwater management utility. The stormwater management utility shall be under the direction, management and control of the Public Works Director who shall function as its director. In that capacity, the director shall supervise the day-to-day operation of the stormwater management utility, shall enforce this chapter and the provisions of all ordinances and regulations adopted pursuant to this chapter and shall carry out the policy directives of the City Council acting in its role as governing body of the stormwater management utility.

**103.05 STORMWATER SERVICE CHARGES REQUIRED.** Every customer whose premises is served by a connection with the stormwater management system and facilities of the City of Johnston, either directly or indirectly, shall pay to the City stormwater service charges hereinafter established and specified for the purpose of contributing towards the costs of construction, maintenance and operation of the stormwater management system and facilities and at least sufficient to pay the principal and interest related to bonds issued for the purpose of financing all or part of those costs, and sufficient to comply with any covenants or conditions associated with any such bonds so issued.

**103.06 EFFECTIVE DATE OF STORMWATER SERVICE CHARGES.** Stormwater service charges shall accrue beginning July 1, 2012, and shall be billed monthly thereafter to all customers. The City will conduct a review of the program by July 1, 2022, as provided for in section 103.12.

**103.07 BASE RATE.**

1. Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, as a part of the customers combined service account with the Johnston Utility Billing Department, at the same time payment for other City utilities are made, the following charges per equivalent residential unit (ERU) associated with the customer's property:

A. Undeveloped. A flat storm sewer availability charge at the rate of $0.00 per month.

B. Single-Family and Townhome Residential. $4.55 per ERU per month up to a maximum of 4 ERUs.

C. Commercial/Industrial/Multi-family. $4.55 per ERU per month up to a maximum of 40 ERUs.

2. The monthly rate may be adjusted as a result of the annual review of rates as detailed in Section 103.11 of this chapter; the Council may choose to adjust the monthly ERU rate as necessary. Such rate adjustments shall be approved by resolution of the City Council.

3. The number of equivalent residential units (ERU) on each property shall be calculated by the Community Development Department based on the most recent aerial photograph available to the City of Johnston and/or impervious surface data as prepared by a licensed engineer or surveyor for the property. Stormwater fee billing will begin upon water meter installation.

**103.08 RATE APPEALS.** City staff will review all rate and ERU inquiries from customers to ensure the ERU has been correctly applied to a property. Following this review, any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

1. An appeal must be filed in writing with the City of Johnston City Administrator and include all necessary information to support the request for an appeal.

2. If it is deemed necessary, the appeal shall include a survey prepared by a registered Iowa land surveyor or professional engineer containing information on the total property area, the impervious surface area and any other features or conditions which influence the hydrologic response of the property to rainfall events.

3. Using the information provided by the appellant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.

4. In response to an appeal, the City Administrator may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this chapter.

5. A decision of the City Administrator which is adverse to an appellant may be further appealed to the City Council within thirty (30) days of receipt of notice of the adverse decision. Notice of the appeal shall be served on the City Council by the appellant, stating the grounds for the appeal. The City Council shall schedule a public hearing within thirty (30) days. All decisions of the City Council shall be served on the appellant by registered mail, sent to the billing address of the appellant.

6. All decisions of the City Council shall be final.

**103.09 EXEMPTION FROM FEES; SPECIAL CONDITIONS.** The stormwater management fee shall not apply:

1. If a written request is made, in special conditions, the City Administrator of the City of Johnston may grant fee payment and collection variances after determining that granting the variance would be in the City's best interest, will improve efficiency,

safety and is practical. Upon the granting of any variance, the City Administrator shall file notice with the City Council giving reason(s) for the variance.

2. The fee established in subsection 103.07(1)(C) for commercial/industrial/ multifamily recognizes that these particular types of development are required to provide stormwater detention onsite. Having such stormwater detention, therefore, is not a basis for exemption. However, property owners may qualify for a reduction to their ERU provided they exceed the stormwater management requirements as determined by the Stormwater Utility Credit Policy as adopted by resolution of the City Council.

3. To properties owned by the United States, or any publicly owned rights of way used for the purposes of streets, sidewalks, trails or other public utilities.

**103.10 BILLING FOR STORMWATER SERVICE.** All stormwater management fees shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Water service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.06 relating to lien notices shall also apply in the event of a delinquent account.

**103.11 ANNUAL REVIEW OF RATES.** The City will review the stormwater service charges at least yearly and revise the stormwater service charges as necessary to ensure that such charges as herein established and specified generate adequate revenues to pay the costs of maintenance and operation (including replacement and debt service) of a stormwater management system and facilities and that the stormwater service charges continue to provide for the proportional distribution of maintenance and operation costs (including replacement costs and debt service) for a stormwater management system and facilities among the users and user classes. The liability of a stormwater service user to pay for charges as provided in this chapter shall not be contingent, however, upon any such review or revision.

**103.12 REVIEW OF STORMWATER UTILITY PROGRAM.** No later than July 1, 2022, the City shall conduct a thorough analysis and reevaluation of the stormwater service charge and stormwater management system and facilities to ensure that such charges as herein established and specified revenues are adequate and necessary for the annual ongoing needs and expenses of the utility including debt service. This utility and collection of stormwater service charges shall remain in place so long as there are outstanding debt obligations.

***(Ch. 103 – Ord. 852 – Aug. 12 Supp.)***

# PROJECT APPLICATION

| Ankeny go green | **City of Ankeny**<br>**Stormwater Best Management Practices**<br>**2015/2016 Reimbursement Program** |
|---|---|

| **Applicant/Property Owner** | **Email Address** | **Phone Number** |
|---|---|---|
| | | |

| **Address** | **City** | **State** | **Zip Code** |
|---|---|---|---|
| | | | |

**Proposed Best Management Practice (BMP):**

- ❑ Rain Garden/Bioretention Cell
- ❑ Pervious Pavement System
- ❑ Soil Quality Restoration
- ❑ Rain Barrel ($75 maximum, limit one per address)
- ❑ Native Planting Garden/Buffer/Swale
- ❑ Other (describe) _____

**Have you submitted an application previously? Y or N (circle one) For which practice?** _____

**Please attach the following:** Enclosed?

1. Maps and/or site plans showing the project location and area being treated with BMPs. ❑
2. Summary or description of the project. ❑
3. Cost summary and/or contractor's estimate for the project. ❑
4. Anticipated project schedule and expected completion date. ❑

| Estimated Cost of Project | Reimbursement amount requested<br>(Up to 50% of total, max amount for all practices is $1,800) |
|---|---|
| | **Rain barrel, 50% of cost, maximum $75, limit one** |

*The City will require access to your property for evaluation of this application and inspection of completed project.*

❑ Yes, the city of Ankeny may have access to my property and photograph installed BMP.

*By signing this application, the applicant agrees that all information provided in this application and the accompanying documents is accurate and agrees to the conditions of this program.*

| **Applicant/Property Owner Signature** | **Date** |
|---|---|
| | |

| **City of Ankeny Approval** | | | **This section for City use only.** |
|---|---|---|---|
| All documents enclosed | ❑ | Amount Requested | |
| Public Works Staff BMP approval | ❑ | Amount Approved | |
| Additional documents needed | | | |

**Public Works Director Approval**

| Signature | Date |
|---|---|
| | |

# Stormwater Best Management Practices
# 2015-2016 Reimbursement Program

**Stormwater Basics**

Stormwater runoff is the water that runs off impervious surfaces from rain, snow melt, and surface drainage. Impervious surfaces are hard surfaces where water is unable to soak or infiltrate into including paved streets, parking lots, and roof tops. This water flows overland collecting sediment, litter, nutrients, and other pollutants. The stormwater then discharges into the creeks and ponds in Ankeny untreated. Unmanaged stormwater runoff can cause water pollution, stream bank erosion, and flooding. By capturing rainwater where it lands, and infiltrating or slowing down the stormwater through Best Management Practices (BMPs), the pollutants and sediment have a chance to settle out. These practices can help improve the water quality of our streams and ponds and help improve the water quality downstream in our state's rivers. Some BMPs include rain gardens/bioretention cells, rain barrels, pervious pavement systems, soil quality restoration, and native planting buffers/swales.

**Ankeny's Cost-Share Reimbursement Program**

The City of Ankeny has budgeted $15,000 for a stormwater BMP cost-share program. This program is an innovative approach to controlling water quality impacts caused by stormwater runoff. The goal of this program is to encourage individual landowners and businesses to incorporate stormwater BMPs on their property to aid in the improvement of water quality. The program is intended to help offset the cost of materials and/or contractor labor to install such practices. The City of Ankeny will provide up to a 50% match on BMPs constructed, with a maximum reimbursement amount of $1,800 per land owner or business. Rain barrels will be funded at a maximum of $75, limit of one per address. The funding may be utilized for multiple practices, however, the maximum amount reimbursed will be $1,800. Applicants may utilize this program in multiple fiscal years for various BMP projects, with the exception of rain barrels which are available one time only. Funding is available to applicants on a first come basis and is subject to the approval of the Public Works staff and the director.

**Program Applicant Conditions:**

1. City approval is required prior to any work occurring. Projects constructed without City approval will not be reimbursed.
2. The applicant is responsible for all project costs. The City of Ankeny will provide reimbursement after costs are incurred. After submitting all final costs, receipts and any other required information, the City of Ankeny will reimburse the applicant within approximately 30 days.
3. The project must be completed and receipts submitted to the City by May 31, 2016.
4. The City of Ankeny will require access to your property for evaluation of the application, prior to construction, during construction, and during the final inspection of the project.
5. Implementation of an approved project is the sole responsibility of the property owner. The City of Ankeny is not liable for personal injury or property damage resulting from said work.
6. Projects approved for funding carry no implied warranty by the City of Ankeny.
7. The funded practice must be maintained for a minimum period of three (3) years. All maintenance costs are the responsibility of the property owner.
8. The applicant is responsible for obtaining all applicable permits. The application approval does not constitute a permit. Notify Iowa One Call (811) before beginning construction.

**Instructions:**

1. Complete the application. Attach a map, project summary/description, cost summary, and project schedule.
2. Include any cost estimates or quotes.
3. Make sure the application is signed by the property owner.
4. Submit the application to: City of Ankeny, Public Works Department, Attn: Amy Bryant, 220 West 1st St., Ankeny, IA 50023.
5. After application approval, contact the City prior to project start, and begin installation of the project.
6. Call the City for an inspection of the completed project.
7. Submit final receipts for approval and payment. Projects are typically reimbursed within 30 days of submittal.

**Contact Information:**

City of Ankeny, Public Works Department, 220 West 1st Street, Ankeny, Iowa 50023
Amy Bryant: 963-3542, abryant@ankenyiowa.gov or Jared Bright: 963-3534, jbright@ankenyiowa.gov

Ankeny
go green

# Stormwater Best Management Practices
# 2015-2016 Reimbursement Program

**Helpful Websites and Links**
There are many helpful websites on the internet. This is by no means a comprehensive list, but gives you a good place to get started. Here are a few sites and other links that can be useful as you begin.

**General Information Sites**
www.rainscapingiowa.org
www.iowastormwater.org
www.polk-swcd.org
http://www.iowadnr.gov/InsideDNR/RegulatoryWater/StormWater.aspx
http://cfpub.epa.gov/npdes/home.cfm?program_id=6

**Sites about Rain Gardens/Bioretention Cells**
Iowa Rain Garden Manual:
ftp://ftp-fc.sc.egov.usda.gov/IA/news/RainGardens.pdf
www.raingardennetwork.com
www.raingardens.org

**Sites about Native Landscaping**
www.bluethumb.org/plants/
http://www.iowalivingroadway.com/NativePlants.aspx
www.ionxchange.com
www.prairiemoon.com
www.iowaprairienetwork.org

**Sites about Rain Barrels**
www.epa.gov/reg3esd1/garden/rainbarrel.html
www.rainbarrelsiowa.com

Example of a residential rain barrel

Benefit of adding native landscaping: increased wildlife!

Purple Prairie Clover, a plant native to Iowa

Soil Quality Restoration: Compost is added to this yard to increase organic matter, which increases the ability of the soil to infiltrate precipitation.

Engage your community - connect to news, events and information you care about. View more information... Sign In

Search

Fourmile Creek Watershed Study

Rain barrel reimbursement

Resources

Municipal Code

# Rain barrel reimbursement program

## Stormwater Basics

Stormwater runoff is water that runs off impervious surfaces from rain, snow melt, and surface drainage. Impervious surfaces are hard surfaces where water is unable to soak or infiltrate into surfaces such as; paved streets, parking lots, and roof tops. Capturing rainwater where it lands, and infiltrating or slowing down the stormwater through Best Management Practices (BMPs), allows the pollutants and sediment a chance to settle out. Some BMPs include rain barrels, soil quality restoration, rain gardens/bioretention cells, pervious pavement systems, and native planting buffers/swales.

## Rain Barrels

Used for collection and storage of rainwater from rooftops by capturing water from a downspout. The water collected in a rain barrel may then be used at a later time for watering plants, lawns, and gardens. In addition to being a BMP, rain barrels are a practice that introduces water conservation and education to customers regarding the amount of stormwater that is shed from impervious surfaces.

## What is the Cost-Share Reimbursement Program?

The City of Pleasant Hill has budgeted $5,000 for a rain barrel cost-share program. The goal of this program is to encourage individual landowners to incorporate a rain barrel on their property to aid in water quality improvements and offset the cost of installation. The City of Pleasant Hill will provide reimbursement for the installation of a rain barrel up to **50 percent or $75, whichever is the lesser value. Limit one reimbursement per address.** Funding is available to applicants on a first come basis and is subject to the approval of the Community Development staff and the director.

## Requirements:

1. The City of Pleasant Hill will provide reimbursement after project costs are incurred.
2. The City of Pleasant Hill will reimburse the applicant within approximately 30 days.
3. The project must be completed and receipts and application submitted to the City of Pleasant Hill by May 31, 2016.
4. For rain barrel reimbursement, the City requires access to your property for final inspection after the rain barrel is installed and a copy of your receipt is submitted.
5. The property owner is solely responsible for implementation of an approved project. The City of Pleasant Hill is not liable for personal injury or property damage resulting from said work.
6. Projects approved for funding carry no implied warranty by the City of Pleasant Hill.
7. The funded practice must be maintained for a minimum of three years. Maintenance costs are the property owner's responsibility.

**Notify** Iowa One Call (811) **before beginning construction.**

## Instructions for a rain barrel project:

1. Complete and submit the application.

   - Attach the following documents with the application: Rain barrel costs and receipt(s).
   - Ensure the application is submitted by the property owner.
   - Submit completed application upon completion of the project to:
     City of Pleasant Hill
     Attn: Madeline Sturms
     5160 Maple Dr, Suite A
     Pleasant Hill, IA 50327
   - Wait for notification of approval. Projects are typically reimbursed within 30 days of submittal, coinciding with approval at City Council.

**Contact Information:**
Ph: (515) 309-9464
Email: mstumms@pleasanthilliowa.org

**Resources:**

# City of Urbandale
# Stormwater Grant Program 2016

## Stormwater in Urbandale

Stormwater runoff is the portion of rainfall or snowmelt that does not soak into the soil or evaporate into the air, but flows from surfaces into nearby streams and storm sewer systems. Stormwater runoff can create drainage and flooding problems, and it picks up pollutants such as oils, grease, fertilizers, pesticides, litter and metal. This runoff is not treated to remove pollutants. It is collected and conveyed by ditches, culverts, intakes, catch basins and storm sewers, and discharges directly into creeks, rivers, streams and lakes. The contaminants in stormwater negatively impact the quality of our local streams and lakes.

New federal laws regulating stormwater runoff require the City of Urbandale to develop and implement a comprehensive stormwater quality management program to protect and improve water quality. To enable the City to manage stormwater, each customer of the Urbandale Water Utility contributes a Stormwater Utility Fee. This Utility Fee pays for a portion of operations and maintenance costs of the stormwater management programs and facilities.

## Intent of the Program

The Stormwater Grant Program uses a portion of the Stormwater Utility Fees to assist with stormwater management on private property. These funds may be granted to property owners to improve drainage, improve stormwater quality, and repair stormwater facilities such as swales, streambanks, and tile lines. The Program does not cover repairs to homes or interior work; these funds are for exterior work only. Examples of eligible projects include:

- Installation of a drain tile to dry a wet backyard.
- Measures to prevent erosion.
- Expense for a contractor to place bank reinforcement.
- Silt removal from stormwater detention areas. For detention areas to be eligible, the improvements must return the area to the original detention volume.

The program does not cover landscaping or other aesthetic improvements. The program does not include the removal of sump pumps connected to the sanitary sewer or items related to sump pumps. The program does not cover the dredging of retention ponds (any work below normal water level), although it would cover the dredging a silt basin specifically dedicated to the collection of sediment.

## Who is eligible to request funding?

All properties located within the corporate limits of the City of Urbandale that pay the Stormwater Utility Fee are eligible to apply for funding. The applicant(s) applying for the grant must own the property, and the property must have been paying the Stormwater Utility Fee for at least one year.

## Qualifications for Funding

City staff will review the grant submittal to verify the project meets the intent of the program. **The property owner is highly encouraged to discuss the project's eligibility with City staff prior to the official submittal of the application**. Depending on the magnitude of the project, engineering drawings or separate approvals or permits may be required (for example, City Council or Iowa DNR). All work associated with the project, including any additional engineering design or permit approvals, is the responsibility of the property owner.

Repeat projects for maintenance of stormwater facilities have time limits for re-applying for funds. Homeowner's Associations and Property Owners may apply for funds for:

- Clean out of detention basins once every 10 years.
- Repair and clean out of silt/ditch checks once every 3 years.

Each grant request will be reviewed individually, taking into account the current conditions, anticipated conditions after work, and use of stormwater management best practices. The project must comply with all laws and regulations.

**A project that is started before the grant is approved will be ineligible for funding**. The only exception to this is a property owner who completed eligible work in conjunction with a neighbor's grant award. This property owner may submit for a grant for this work the following year, with the understanding that there is no guarantee of funding (this project will be subject to the same submittal and approval rules as other projects). Again, the property owner is highly encouraged to discuss this situation with City Staff prior to beginning the project.

Project must be completed by the end of the calendar year following the year the grant is approved.

If a grant is approved, a hold harmless would be required to be signed by all property owners associated with the grant; see the section below on the "Hold Harmless Agreement".

If a grant is approved, the grant money is awarded as a single reimbursement for eligible expenses at the completion of the project. The grant amount is a not-to-exceed amount; any additional funding needed to complete the project is the responsibility of the property owner. The grant award is for the project plan and timeline presented in the application. If changes to the project are anticipated, the Applicant must immediately notify the Program Administrator by providing a detailed written explanation of the changes. Written approval from the Program Administrator must be received prior to making changes to the proposed work or schedule in order to keep the grant award in good standing.

If at any time the qualifications for funding are not met, the grant award may be revoked.

## Grant Funding Limits

The grant will pay 50% of the qualifying expenses up to a maximum contribution of $5,000 per property. The amount of the grant reimbursement could be increased if several adjacent property owners (or a Home Owner's Association) worked together to create a larger project, for example, tiling several rear yards or cleaning out a detention area. The maximum funding available for an individual project is $20,000. The maximum funding for all projects each year is $100,000.

Qualifying expenses could include cost of materials, required permit fees, payments to an engineering firm for design work, and payments to a contractor for installation. Reimbursement

for the property owner's labor/ time would not be allowed, only actual out of pocket expenses. Project expenses that are not eligible for funding should be clearly itemized in the application and invoices.

## Grant Application Information Required

1. Contact information for applicant(s) to include, name, address, phone number, and email address. If multiple properties are involved, the main contact person is to be designated.
2. Detailed project description including location and sketch of the project.
3. Construction schedule.
4. Estimated project cost, including a breakdown of qualifying expenses and the grant amount being requested.
5. Use attached template.

## Application Submittal

**For the 2016 Grant Program:** Applications will be accepted starting at 8:00 A.M. on February 1st, 2016, and will continue to be accepted until all grant funds are allocated. **We recommend that you submit your application via email. Please limit the combined size of your email attachments to 5 MB.** An email confirmation will be sent when the application is received. Please note that all conditions of the grant program must be met in order for the application to be accepted, and accepted applications will be reviewed in the order they were received.

To apply for the grant, use the attached Application Form. It is recommended that applications be submitted via email to stormwater@urbandale.org; applications may also be submitted by postal mail or in person at our offices. Funding will be awarded based on the order that acceptable applications are received. Applications will continue to be accepted until all funds for the grant year are allocated. Applications will need to be resubmitted each year if not funded.

## Funding Reimbursement

Approved grants may submit for reimbursement starting July 1st of the grant year. In order for a property owner to be reimbursed, the property owner will be required to provide itemized receipts with proof of payment for the qualifying work. The City will review the work, including a site visit and a follow-up with the contractor, to verify it was installed in compliance with the grant application. Projects must be completed and reimbursements submitted within the timeframe described above in "Qualifications for Funding". Reimbursements that are requested after this time may be denied, as the funds may have been re-committed to other projects.

## Hold Harmless Agreement and W-9 form

When a Stormwater Grant is awarded, the property owners shall be required to sign a "Hold Harmless" agreement. The Hold Harmless agreement is attached to this document.

As a condition of the grant, the City will, in some cases, need to issue an IRS form 1099 to the grant recipient. Therefore, the recipient of the reimbursement monies must provide a completed a W-9 form, including a valid Social Security Number or Tax Identification Number, to the City upon approval of the grant application. This will be provided by the City to recipients, and it is available online at https://www.irs.gov/pub/irs-pdf/fw9.pdf.

## Additional Resources for Stormwater Management Best Practices

Iowa Stormwater Education Program
http://www.iowastormwater.org/

Polk County SWCD
http://www.polk-swcd.org/

Rainscaping Iowa
http://www.rainscapingiowa.org/

Iowa Department of Natural Resources
http://www.iowadnr.gov/Environmental-Protection/Water-Quality/Watershed-Improvement

Iowa Department of Agriculture – Urban Conservation Program
http://www.iowaagriculture.gov/FieldServices/urbanConservation.asp

United States Department of Agriculture – Natural Resources Conservation Service
http://www.nrcs.usda.gov/wps/portal/nrcs/site/national/home/

## Contact Information

The Stormwater Grant Program is administered by the City of Urbandale Department of Engineering and Public Works. For additional information, questions, or application submittal, please contact us at:

Department of Engineering and Public Works
Stormwater Grant Program Administrator
3600 86th Street
Urbandale, IA 50322
515-278-3950
stormwater@urbandale.org

# Urbandale Stormwater Grant Application 2016

*Please Type or Print. Attach additional pages if necessary.*

## PROPERTY INFORMATION

| Street address: | Urbandale, IA ZIP: |
|---|---|

## PRIMARY APPLICANT INFORMATION

*Note: Primary Applicant must be Owner of property above, or an Official Representative of the HOA.*

| Name: | E-mail: | |
|---|---|---|
| ☐ Check here if same address as above. | Street address: | |
| City: | State: | ZIP Code: |
| Home phone no.: ( ) | Cell phone no.: ( ) | |
| Other applicants? ☐ Yes ☐ No | *If Yes, attach names, addresses, phone numbers, and relationship of additional applicants to Owner.* | |

## DETAILED PROJECT DESCRIPTION

*Please provide a sketch and detailed project description, including project location. Attach additional pages as necessary.*

## PROJECT SCHEDULE

| Approx. Start Date: | Approx. Finish Date: |
|---|---|

## ESTIMATED PROJECT COST

| *Attach detailed breakdown of items. Grant amount is not to exceed 50% of project costs or $5,000 per property. Only out of pocket expenses will be considered; property owner's time or labor will not be reimbursed.* | Materials: $ |
|---|---|
| | Contract Labor: $ |
| Requested Grant Amount: $ | Other: $ |
| | Total Cost: $ |

## SIGNATURE

*By signing this agreement, the property owner agrees to the terms of the Stormwater Grant Program, including the conditions for reimbursement and for keeping the grant in good standing. If the terms of the Stormwater Grant Program are not met at any time, the grant may be revoked and reimbursement denied.*

| Primary Applicant's Signature: | Date: |
|---|---|

| For Office Use: | Date/Rev By: | Grant #: | HHA: W-9: | |
|---|---|---|---|---|

# Urbandale Stormwater Grant Application 2016

## Hold Harmless Agreement

To be Signed upon Approval of Grant Application

The City assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the City and its employees, agents, and representatives from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Grant Program.

Signed this ____ day of _____, _____.

_____

Print Name:

_____

_____

Print Name:

_____

INDIVIDUAL CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, ss

On this ____ day of _____, _____, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known to be the identical persons named in and who executed the same as their voluntary act and deed.

_____

Notary Public in and for Polk County, Iowa

My Commission Expires _____

***With a rain garden/bioretention cell, you have the ability to minimize runoff from your property and help improve water quality for our creeks and those downstream.***

## Designing a Rain Garden/Bioretention Cell

Rain gardens rely on natural soils that let water move into and through the soil below. Water captured in a rain garden should drain down in about 12 to 24 hours. (A bioretention cell may be needed if the soil does not percolate sufficiently and an underdrain with an outlet may be required).

A rain garden/bioretention cell will usually be about 10% of the size of the area that sheds runoff to the rain garden. Rain gardens/bioretention cells generally pond water to a depth of about 6 inches.

Avoid utilities when installing a rain garden/bioretention cell. Make sure the bottom of the rain garden is level from side to side and end to end. Keep rain gardens/bioretention cells at least 10 feet away from buildings.

Refer to the **Iowa Rain Garden Design & Installation Manual** to design and install a rain garden or bioretention cell.

Download the manual at:

Rainscaping Iowa
Landscapes for clean water

http://rainscapingiowa.org/

**For more rain garden/bioretention cell information including the Stormwater Utility Best Management (BMP) Reimbursement application, visit the City's website at:**

http://www.waukee.org/468/Best-Management-Practices-Reimbursement-

**Stormwater Best Management Practice (BMP) Reimbursement applications will be available at City Hall in the Utility Billing Office, at the Public Library and at the Public Works Office.**

A Green Initiatives Committee has been assembled to assist in researching sustainable practices and make recommendation to Council. As one of the initial steps in becoming more sustainable, the City Council has adopted a mission "**to create a healthier, safer, and environmentally conscious Waukee that encourages and implements sustainable growth practices and maintenance of the community for both the current and future generations.**"

**City of Waukee Public Works Department**
**Stormwater Utility**
**805 University Avenue**
**Waukee, IA 50263**
**Phone: (515) 978-7920**
**Fax: (515) 987-3979**

**Staff Contact: Stormwater Coordinator**

**Jenny Corkrean**

jcorkrean@waukee.org

**September 2014**

City of Waukee
The Key to Good Living

## Stormwater Utility

Receive up to a **$1000 rebate** on the installation of a new rain garden/bioretention cell.
**More details inside!**

## Rain Garden/Bioretention Cell Best Management Practice (BMP) Reimbursement Program

# RAIN GARDEN/BIORETENTION CELL BEST MANAGEMENT PRACTICE (BMP) REIMBURSEMENT PROGRAM

## GENERAL INFORMATION

The City of Waukee is interested in promoting a practice that reduces stormwater runoff by offering a cost-share partnership with City of Waukee Stormwater Utility customers.

### What is a Rain Garden?

Rain gardens are landscaped depressions that capture rain water runoff from roofs, driveways/sidewalks, streets or compacted yards *(impervious surfaces)*. The rainfall runoff captured in a rain garden is temporarily ponded, before infiltrating/percolating down through the soil. The installation of a rain garden helps restore a landscape's ability to manage water more sustainably by allowing rainfall to be absorbed through the soil to recharge groundwater and minimize stormwater runoff.

### What is a Bioretention Cell?

Bioretention involves the capture and infiltration of stormwater runoff from impervious surfaces to reduce water pollution and stabilize stream flows. Bioretention cells have an engineered and constructed subgrade, due to altered and compacted soil conditions. The subgrade ensures adequate percolation of captured runoff by using a perforated drain pipe in a rock bed covered by a sandy soil mixture. A limiting factor for placement of a bioretention cell may be the lack of an outlet for the subdrain. An outlet is necessary to ensure proper drainage. The subdrain often outlets into the storm sewer or can discharge down gradient of the bioretention cell.

## PROGRAM DETAILS

The **Rain Garden/Bioretention Cell BMP Reimbursement Program** is a cost share program. In order to receive this benefit:

**1. Submit a completed copy of the Stormwater Utility Best Management Practice (BMP) Reimbursement Program Application including:**

- A map of the rain garden/bioretention cell location & area that will be treated.
- A project summary/description.
- A cost summary/contractor estimate (The program intends for funding to assist in the cost of materials and/or contract labor to install the rain garden/bioretention cell).
- An anticipated construction schedule including the expected completion date.

**2. The submitted application will be reviewed and approval for the project will be made by mail.**

- Applicants and participants in this program will be required to allow City Staff access to private property for project evaluation.

**3. When construction of the rain garden/bioretention cell is beginning call the Stormwater Coordinator at Public Works (515) 978-7920.**

- Implementation of an approved project will be the sole responsibility of the property owner. The City will not be liable for personal injury or property damage resulting from said work.
- Projects approved by the City carry no implied warranty by the City.
- The applicant will be responsible for obtaining all applicable permits. This includes the required notification to **Iowa One Call at (1-800-292-8989) before digging.**

**4. Notify the Stormwater Coordinator when the project is complete and ready for a final inspection.**

5. **Submit final itemized and dated receipts for approval and payment.**

- This reimbursement program has **a budget of $15,000 available for the fiscal year. The City will match 50% of a project up to $1000.** *(Rebates are subject to the availability of funds)*
- Project must be completed within the fiscal year that it is approved (July 1 through June 30).
- The rain garden/bioretention cell must be maintained for a minimum period of three (3) years. All maintenance costs will be the responsibility of the property owner.
- The applicant will be responsible for all costs. The City will issue reimbursement after all the final costs and receipts have been incurred.

PROGRAM DETAILS

The **Rain Barrel BMP Reimbursement Program** is a cost share program. In order to receive this benefit:

**1. Purchase a new rain barrel with a minimum capacity of 50 gallons.**

**Option One**: Make your purchase locally at the **Waukee Hardware** store.

**Option Two**: Purchase a new rain barrel from another retailer.

**2. Request a copy of the Rain Barrel Best Management Practice (BMP) Reimbursement Program Application in person at Public Works, 805 University.**

**3. Complete the application and submit a copy of the itemized and dated rain barrel purchase receipt to Public Works.**

**4. A $50 reimbursement check will be issued to you, typically within (10) working days.**

- **Rain barrels must be purchased during the current program's fiscal year.** (Fiscal Year begins July 1 and runs through June 30)
- This reimbursement program is **available to the first 30 completed applications** received from Waukee residents only.
- The $50 reimbursement will be on a **one-time basis per utility customer**.
- The rain barrel must be **installed prior to application** for reimbursement and installation may be verified by City Staff.

**For more rain barrel information, visit the City's website at:**

http://www.waukee.org/468/Best-Management-Practices-Reimbursement-

Rainscaping Iowa
Landscapes for clean water

A Green Initiatives Committee has been assembled to assist in researching sustainable practices and make recommendation to Council. As one of the initial steps in becoming more sustainable, the City Council has adopted a mission **"to create a healthier, safer, and environmentally conscious Waukee that encourages and implements sustainable growth practices and maintenance of the community for both the current and future generations."**

**City of Waukee Public Works Department**
**Stormwater Utility**
**805 University Avenue**
**Waukee, IA 50263**
**Phone: (515) 978-7920**
**Fax: (515) 987-3979**

**Staff Contact: Stormwater Coordinator**

jcorkrean@waukee.org

**September 2014**

Waukee
The Key to Good Living

## Stormwater Utility

# Rain Barrel Best Management Practice (BMP) Reimbursement Program

Receive a **$50 rebate** on the purchase of a new rain barrel. More details inside!

In partnership with:

**Waukee Hardware Store**

**RAIN BARREL BEST MANAGEMENT PRACTICE (BMP) REIMBURSEMENT PROGRAM**

**GENERAL INFORMATION**

The City of Waukee is interested in promoting a practice that reduces stormwater runoff and promotes water conservation. **Waukee Hardware** will be participating in the program to provide rain barrels locally.

## What is a rain barrel?

Rain barrels are used for collection and storage of rainwater from rooftops by capturing water from a downspout. The water collected in a rain barrel may then be used, at a later time, for watering plants, lawns and gardens. This water would otherwise runoff of your roof through downspouts and become stormwater, picking up pollutants on its way to a storm sewer or waterway.

***60 SQUARE FEET OF ROOF WILL FILL A 50 GALLON RAIN BARREL WITH ONLY 1 INCH OF RAINFALL!***

**RAIN BARREL TIPS**

**Always keep your rain barrel covered.** Even small amounts of water can present a drowning risk for children and pets.

**Install the rain barrel on level ground** and consider securing it in place to ensure that it does not tip over when it is filled with water and at its heaviest.

**Monitor your rain barrel for overflow to avoid damage to your foundation.**

**Do not drink any water collected by a rain barrel.** Roofs pickup contamination from leaves, bird droppings, dust and other airborne material. Rain water harvesting from some roofs – such as old tar and gravel, old asbestos shingles or treated cedar shakes should not be done.

**Use the screen that comes with the rain barrel** to prevent debris from clogging your drainage system. It will also eliminate the chance that mosquitoes will pick your rain barrel as a place to breed.

**Drain your rain barrel before winter** and store it upside down out of the winter elements to keep it clean for the following year.

*With a rain barrel, you have the ability to reduce polluted stormwater runoff, conserve water in the dry season and lower your water bill.*

**A variety of rain barrels and accessories may be ordered on-line and picked up locally at:**

**Waukee Hardware Store**

**380 6th Street**

**Waukee, IA**

**Visit:**

**http://waukee.doitbest.com/home.aspx**

Do it Best Shop Online! click here

For pricing information and questions contact **Waukee Hardware** at:

**(515) 987-4574**

E-Mail: waukee.hardware@prodigy.net

**FACTS**

1 inch of rainfall on a 1,000 square foot roof will yield 623 gallons of water.

American households use about 146,000 gallons of water per year. Of this among 58% is used outdoors.

**ITEM NO.** WS5

Johnston
THRIVE. EVERY DAY.

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Council Work Session
April 18, 2016

| | |
|---|---|
| **SUBJECT:** Discuss changes to Chapter 170 Zoning Code, Sign Regulations and permit fees for Sign permits. | X Direction to Staff |

| | |
|---|---|
| SYNOPSIS: | In effort to insure the City of Johnston's permit fee cost for sign permits is commiserative of the staff time invested, as well as further clearly define key components City staff is proposing to make changes to this chapter. |
| JUSTIFACATION: | With concern for the time invested by city staff during a cursory pre-permit application submittal review, aspects such as pre-approval of sizing, allowable areas, and sign types it has been determined the current permit fee of $50.00 for all permanent signs and $25.00 for temporary signs does not adequately cover the staff time involved.<br><br>While a flat fee is very easy to administer it disproportionately equates the value of the signage cost to the property. Additionally, the costs imposed within the industry do not allow for a permit cost based on a value calculation to be used given there are many factors related to the signage cost to the business including vendor and preferred customer discounting, and buying power or market influence.<br><br>Following the examples of other metro area cities, using a base fee with a square footage multiplier for the sign area proposed provides a more consistent permit cost to size and value aspect therefore covering the staff time compensation for services and general ordinance oversight. |
| SIGN PERMIT FEES: | Existing sign permit fees last set in 2003 are $25.00 for temporary signs and $50.00 for all permanent signs. |
| PROPOSED FEE TABLE: | All building signs up to and including 30 square feet of sign area $65.00 plus $ .65 per sq. ft. of sign area proposed |

All building signs with more than 30 square feet of sign area $65.00 plus $ .80 per sq. ft. of sign area proposed

All ground based signs (monument, project identification, etc.) $75.00 plus $ .40 per sq. ft. of sign area proposed

All temporary signs $40.00

* All fees are assessed per sign or sign location as determined by the Zoning Administrator

METRO COMPARISION:

| City | Building Sign size / Permit fee | Temporary | Ground Based |
|---|---|---|---|
| **DSM** | < 24 sq ft = $35- Non-Illumin.<br>< 24 sq ft = $35 plus $1.00/sq ft- Illumin.<br>> 24 sq ft = $35 plus $1.00/sq ft- Non-Illumin.<br>> 24 and < 100 sq ft = $35 plus $1.50/sq ft- Illumin.<br>> 100 sq ft = $185 plus $0.75/sq ft | $35 plus $10/day | |
| **WDSM** | $89 plus $0.60/ sq ft | $16/ sign per 4 days | $89 plus $0.60/ sq ft |
| **URB** | $75 flat fee | $30/year $15 renewal | $125/ $175 |
| **ANK** | Valuation/Building permit fee table | $25 /year | Valuation |

COMAPRISION EXAMPLE:

Ground based monument sign of 80 square feet in sign area:

West Des Moines - ($0.60 *80 sq ft) + $89 = $137.00
Ankeny - (based on $5000 value) $53 (base fee) + $9.90/$1,000 value = $83.00
- (based on $10,000 value) $53 (base fee) + $9.90/$1,000 value = $133.00
Johnston Proposed - ($0.40 * 80 sq ft) + $75 = $107.00
Johnston Currently - $50.00

DISCUSSION:

While the sign permit fees in Des Moines can be demonstrated as lower in overall cost, Johnston and other communities do restrict the type of building signage to mostly individual letters versus panel signs, thereby supporting a permit cost to value approach. However given the simple value to fee model such as in the case of Ankeny, the value of the sign can be affected within the industry by too many factors and consistency is lost. In the case of temporary signage the City of Johnston has been consistently more proactive than other metro communities in terms of duration of issuance and placement.

The fees associated with sign permit issuance has a direct relationship to the time investment of staff while administrating the previsions of this chapter. During the past several years a trend has clearly emerged to pre-approve the sizing, concept, and type of signage prior to application submittal, this effectively results in multiple renderings being reviewed and extended conversation. The proposed fee table as illustrated above indicates more appropriate costs associated with the

| | |
|---|---|
| | time investment of city staff given this evolving trend. |
| PROPOSED AMMENDMENTS TO CHAPTER 170 OF THE ZONING CODE – SIGN REGULATIONS: | Chapter 170.03 would be amended by adding the following definition:<br><br>28. "Raceway" means a channel for enclosing electrical wires and/or other equipment used for the operation of illuminated signage or mounting non-illuminated signage including but not limited to letters, logos, or symbols; that is not larger than the letters, logos, or symbols nor creates a background for the letters, logos, or symbols and is colored to match the building's exterior materials.<br><br>Chapter 170.03 would be further amended with the renumbering of this section to reflect this above insertion, specifically items 28 through 40.<br><br>The above definition does help to dissuade the creation of "raceways" that in part could double as background area for the text as well as textually reinforce the use and coloration of raceways in signage applications. |
| RECOMMENDATION | Staff is recommending Council Direction on a proposed resolution to adjust fees and a proposed ordinance to add the definition of a raceway. |

ATTACHMENT: CHAPTER 170 – ZONING SIGN REGULATIONS

# CHAPTER 170

# ZONING – SIGN REGULATIONS


170.01 Title
170.02 Statement Of Intent
170.03 Definitions
170.04 General Prohibitions
170.05 Sign Area Formulas
170.06 Prohibited Signs
170.07 Exemptions
170.08 On-Premises Sign Regulations
170.09 Freestanding Identification Signs
170.10 Interstate Oriented Signs
170.11 Directory Signs
170.12 Building Signs
170.13 Projecting Signs
170.14 Marquees, Awnings and Canopy Signs
170.15 Directional Signs
170.16 Flags and Banners
170.17 Temporary Signs
170.18 Permits and Fees
170.19 Inspection
170.20 Unsafe and Unlawful Signs
170.21 Painting Required
170.22 Wind Pressure and Dead Load Requirements
170.23 Removal of Obsolete Signs
170.24 Maintenance
170.25 Signs not to Constitute Traffic Hazard
170.26 Signs on City Property and Right-Of-Way
170.27 Nonconforming Signs
170.28 Revocation of Permits
170.29 Jurisdiction of Board of Adjustment
170.30 Jurisdiction of Board of Appeals


**170.01 TITLE.** This chapter shall be known and may be cited and referred to as the "Sign Ordinance" of the City of Johnston, Iowa, and shall apply to all properties within the City.

**170.02 STATEMENT OF INTENT.** In the interest of promoting the general welfare of the community and public safety, it is recognized that the community should be aesthetically attractive as well as financially prosperous. The purpose of this chapter is to regulate signs in such a way as to establish a compatibility of sign usage with the land use patterns and standards for the zoning district, and to permit such signs which will not, by reason of their size, location, construction or manner of display cause an annoyance or disturbance to citizens, detract from the community's aesthetic attractiveness, create a hazard, confuse or mislead traffic, obstruct vision necessary for traffic safety, or otherwise endanger the public morals, health or safety.

**170.03 DEFINITIONS.**

1. "Awning sign" means a sign painted on or incorporated into an awning. The area of an awning sign shall be the area of the inscription or message incorporated into the awning, provided the awning is not internally illuminated. For an awning sign incorporated on an awning internally illuminated, the area of the entire awning shall be considered the sign area.

2. "Banner" means any fabric, banner or bunting containing words, numbers, colors, patterns or symbols, either enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere. Banners do not include those signs which are defined as flags in this chapter.

3. "Billboard" means any structure, regardless of material used in the construction of the same, that is erected, maintained, or used for public display of poster, painted signs, wall signs, whether the structure is placed on the wall itself, pictures, or other pictorial reading matter which advertise a business, a commodity sold, service, or attraction which is not carried on or manufactured in or upon the premises upon which said signs or billboards are located.

4. "Building sign" means a sign which is wholly supported by the building wall, parallel to the plane thereof, and which does not extend beyond the surface of said building wall more than twelve (12) inches. A building sign may be painted on, incorporated in, or affixed to the building wall, or any sign consisting of cut-out letters or devices affixed to the building wall with no background defined on the building wall.

5. "Changeable copy sign (manual)" means a sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.

6. "Changeable copy sign (automatic)" – see "electronic message center."

7. "Construction sign" means signs identifying the architects, engineers, contractors and other individuals involved in the construction of a building or subdivision and such signs announcing the character of the building enterprise or the purpose for the development is intended but not including product advertising.

8. "Directional sign" means any sign that does not advertise a product or place of business, but exists solely to direct vehicular or pedestrian traffic to a location of a business or part of a business. A directional sign shall not contain names or logos.

9. "Directory sign" means a permanent diagrammed representation located near the entrance of a complex which shows the location and address of the unit designations within a complex.

10. "Electronic message center" means a sign that is electronically or electrically controlled that displays a message center or reader board composed of a series of lights that may be changed through electronic means.

11. "Flag" means any fabric, banner or bunting containing words, numbers, colors, patterns or symbols, used as a symbol of a government or political subdivision, including flags of the United States, the State, the City, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction.

12. "Free standing signs," including pole and ground signs, as regulated by this chapter, include any sign which is supported by one or more uprights or braces in or upon the ground and not attached to any building or wall.

13. "Identification sign" means an on-premises sign that displays no more than the name, address, crest or insignia, occupation or profession of an occupant of the premises, name of any building on the premises or the trademark of the occupant.

14. "Illuminated sign" means any sign which has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as part of the sign proper.

15. "Interstate high rise sign" means an on-premises pole sign which is constructed to attract the attention of interstate travelers and is located within 1,200 feet of the centerline of Interstate 35/80 and identifies or advertises the use of the principal building(s).

16. "Interstate oriented sign" means an on-premises sign which is constructed to attract the attention of interstate travelers and is located within 1,000 feet of the centerline of Interstate 35/80 and identifies or advertises the use of the principal building(s).

17. "Memorial sign" means memorial signs or tablets, names of buildings and date of erection when engraved into any masonry surface or when constructed of bronze or other incombustible materials. Memorial signs shall not contrast in color from the material of which said sign is constructed.

18. "Monument sign" means an on-premises sign, other than a pole sign, where the sign and its encasement and structural trim are fully supported at the sign's base by its supporting column and where the width of the supporting column is no less than 80 percent of the average width of the sign it supports.

19. "Obsolete signs" means such signs that advertise an activity, business, product or service no longer conducted on the premises on which the sign is located.

20. "On-premises sign" means a sign the primary purpose of which is to advertise, identify, and/or direct attention to a profession, business, service, activity, product, campaign or attraction which is carried on, sold, offered or manufactured in or upon the premises.

21. "Panel sign" means a message, inscription or logo which is painted or affixed to a panel of wood, plastic, cloth, fiberglass, or other material which is not part of the building's exterior materials, is of greater area than the message, inscription or logo, and provides a background for the message, inscription or logo.

22. "Pole sign" means an on-premises freestanding sign that is supported by one or more uprights not attached to, or braced by, any other structure. Pole signs shall have a clear open space of not less than ten (10) feet between the base line of said sign and the ground level.

23. "Political issue sign" means a sign announcing, promoting (for or against), or drawing attention to any personal or political issue or candidate(s) seeking public political office.

24. "Portable sign" means a freestanding sign not permanently anchored or secured to the ground or any building or wall.

25. "Project identification sign" means a sign identifying the name of a complex, development or subdivision, which is incorporated with a landscape feature such as planter beds, fountains, decorative walls, fences or other landscape features.

26. "Projecting sign" means a sign, other than a wall sign, which projects from and is supported by a wall of a building or structure.

27. "Public sign" means such a sign of a non-commercial nature and in the public interest, erected by or upon the order of a public officer in the performance of such officer's public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest and all other similar signs, including signs designating hospitals, libraries, schools, airports and other institutions or places of public interest or concern.

28. "Real estate signs" means such signs advertising the sale, rental or lease of the premises or part of the premises on which the signs are displayed.

29. "Roof sign" means a sign erected upon or above a roof or parapet of a building.

30. "Service sign" means a sign identifying rest rooms, public telephone facilities, first aid stations, emergency shelters and other similar public service facilities.

31. "Sign" means any device fixed to, painted on, or incorporated into the building surface or displayed from or with a building or structure, or free standing upon the site and which is visible from the public right-of-way and designed to covey or direct a message to the public concerning the identification of the premises, to advertise or promote the interests of any private or public firm, person, organization, or other entity, or to draw attention to the use on the premises.

32. "Sign area" means that area of a sign's exposed facing, determined by the Zoning Administrator using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. Such area shall be measured using one of the formulas in Section 170.05 of this chapter.

33. "Sign copy" means words, letters, logos figures, symbols, illustrations, or patterns that form a message or otherwise call attention to a business, product, service, or activity, or to the sign itself.

34. "Sign perimeter" means the external boundary of a sign at its widest point per plan view.

35. "Temporary sign" means any construction, real estate, political, portable or other sign, banner, pennant, streamer, inflatable signs, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other materials, with or without frames, intended to be displayed for a short period of time only.

36. "Temporary window sign" means a sign, banner, pennant, streamer, or advertising display constructed of cloth, canvas, light fabric, cardboard, wall board or other materials which is displayed but not permanently installed or painted on or behind any window for the purposes of viewing from a public street. This term does not include merchandise located in a window.

37. "Vehicle sign" means a message, inscription or logo painted, attached, or incorporated on a motor vehicle which advertises or promotes the interest of any private or public firm, person, organization, or other entity, or to draw attention to the use on the premises.

38. "Vision triangle" means that area bounded by the street right-of-way lines of a corner lot and a straight line joining points on said right-of-way lines 25 feet from the point of intersection of said right-of-way lines. Greater dimensions may be required on streets with higher traffic volumes, based upon the standards of the Institute of Transportation Engineers or the Association of American State Highway Officials.

39. "Wall area" means that area of a building as calculated by multiplying the height of the building, as measured from the average ground level to the roof eave line times the width of the building, which is the width of the building facing the street as measured from an elevation view.

40. "Window sign" means a sign installed inside or painted upon a building or window for purposes of viewing from a public street. This term does not include merchandise located in a window, holiday displays, open/closed signs or other signs, which are temporary in nature.

## 170.04 GENERAL PROHIBITIONS.

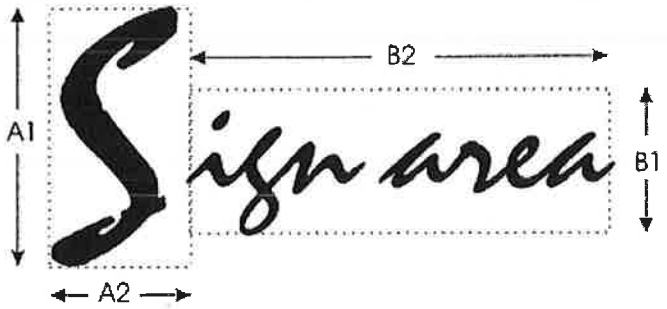
1. No sign shall be allowed except as permitted by this chapter.

2. No sign shall be located so that the safety of a moving vehicle or pedestrian will be impaired by obscuring a driver's or pedestrian's vision.

3. Signs shall be properly erected or attached to a structure and kept in good repair. Any lettering, logo, design, and other markings placed upon the sign shall be clear, distinct, and readable and maintained in that condition.

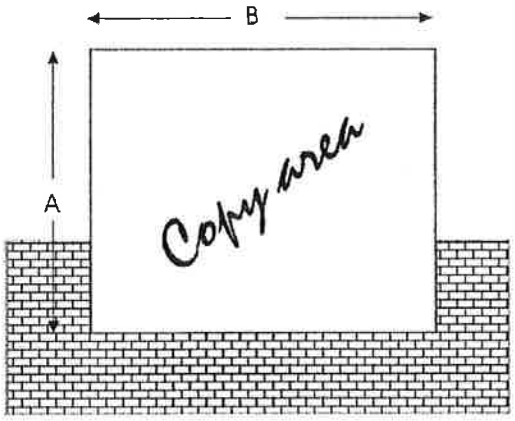
**170.05 SIGN AREA FORMULAS.** The area of a sign is determined by the Zoning Administrator, using actual dimensions where practical or approximate dimensions when irregularity of a sign shape warrants. The area of each sign type is to be measured with either Formula A or Formula B as noted below.

Formula A: The sign area is the sum of the area of two (2) contiguous rectangles, squares or circles that enclose the extreme points or edges of all copy, logos and symbols of said sign.




(A1 x A2) + (B1 x B2) = Sign Area

Formula B: The sign area is the area of one rectangle, square or circle that encloses the extreme points or edges of all areas where copy may be placed on a sign. This area does not include structural or architectural features of the sign where copy will not be located.




(A x B) = Sign Area

**170.06 PROHIBITED SIGNS.** The following signs shall not be permitted, erected or maintained on any property within the City, unless located within the confines of a building, or not visible from outside the premises of the lot in which the sign is located.

1. Moving Lights. Signs which incorporate in any manner any flashing, pulsating, rotating, beacons, or moving lights.

2. Banners. Banners, pennants, spinners, and streamers, except as specified in the Temporary Sign Section 170.17.

3. String Lights. String lights used in connection with commercial premises for commercial purposes, other than Christmas decorations used from November 1 to January 15 on a temporary basis.

4. Moving Parts. Any sign which has any visible moving part, visible revolving parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, or mechanical means, including intermediate electrical pulsations, or by action of normal wind currents.

5. Hazardous Sign. Any sign or sign structure which:

A. Is structurally unsafe, or

B. Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment, or

C. Is not kept in good repair, or

D. Is capable of causing electrical shocks to persons likely to come in contact with it.

6. Traffic Hazard. Signs that constitute a traffic hazard, as noted in Section 170.25.

7. Obstructions. Signs that constitute an obstruction so as to prevent free ingress or egress through any door, window or fire escape.

8. Prohibited Attachment. No sign or other advertising structure of any kind shall be attached to a standpipe or fire extinguisher.

9. Obscene Matter. Signs that display obscene, indecent or immoral matter that illustrates or states specified anatomical areas or specified sexual activities.

10. Portable Sign. Portable signs except as specified in the Temporary Sign Section 170.17.

11. Roof Signs.

12. Billboards.

13. Pole Signs.

14. Signs Projecting over Public Right-of-Way. It is unlawful to erect or maintain any sign on over, or above any land or right-of-way belonging to City or other governmental entity unless specifically allowed by Section 170.26.

15. Discontinued Use. On-premises signs that advertise an activity, business, product, or service no longer offered or conducted on the premises on which the sign is located for a period of more than six (6) months after such activity, business, product, or service has ceased being offered or conducted.

16. High Intensity or Glaring Lights. High intensity lights, strobe lights, or rotating beams shall be prohibited outside of a building or visible from the outside of a building in all zoning districts except when otherwise legally displayed as emergency lights or warning lights. Illumination of signs shall be designed in such a way as to reflect light away from residential properties and motorists' vision.

17. Conflicting Signs. Signs with a format which resembles or conflicts with traffic signs or signals.

18. Unlawful Signs. Any sign unlawfully installed, erected or maintained in violation of this chapter.

19. Vehicle Signs.

20. Temporary Signs. All temporary signs except those that are specifically allowed by this chapter.

**170.07 EXEMPTIONS.** The following signs shall not require a sign permit.

1. Professional nameplates not exceeding one square foot in area.

2. Signs located within the confines of a building, except those that are defined as window signs.

3. Bulletin boards not over eight (8) square feet in area for public, charitable or religious institutions when the same are located on the premises of said institution.

4. Memorial signs or plaques, names of buildings, and date of erection when cut into any masonry surface or when constructed of bronze or other noncombustible and maintenance free materials, and not exceeding fifty (50) square feet in area.

5. Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary emergency or non-advertising signs as may be installed or approved by the City.

6. Service signs identifying restrooms, public telephone facilities, first aid stations, emergency shelters and other similar public service facilities.

7. Building addresses on buildings and signs.

**170.08 ON-PREMISES SIGN REGULATIONS.** The standards and regulations set forth within Sections 170.08 through 170.13 apply to all on-premises signs, which advertise, identify, and/or direct attention to a profession, business, service, activity, product, campaign or attraction which carried on, sold, offered, or manufactured in or upon the premises.

**170.09 FREESTANDING IDENTIFICATION SIGNS.** There shall be permitted one (1) freestanding identification sign for each street frontage of a lot; for lots with street frontage exceeding 600 feet, one (1) sign shall be allowed for each three hundred (300) feet of street frontage. No freestanding identification sign shall be located within the vision triangle. Freestanding identification signs shall include on-premises monument signs, and project identification signs as defined within this chapter. The following type, size, height, and setback for freestanding identification signs shall be permitted within the following zoning districts by use.

1. Monument Signs. Monument signs shall be allowed in the CO, C-1, C-2, C-3, IC, M-1, M-2, MHR, R-O, ROC-1, ROC-2, and PC Zoning Districts. The following standards and regulations shall be applied:

A. Monument signs shall not exceed ten (10) feet in height.

B. The sign area of monument signs shall not exceed eighty (80) square feet as calculated using Formula B as defined in Section 170.05.

C. Monument signs shall have a minimum front yard setback of fifteen (15) feet from the right-of-way line, and a side yard setback of ten (10) feet from the property line.

D. On lots where more than one monument sign is allowed, such signs shall be separated by a minimum of one hundred fifty (150) feet.

E. Monument signs may contain areas for manual changeable copy or electronic message centers, provided such sign area does not exceed fifty percent (50%) of the sign area of the sign. Electronic message centers are further regulated as follows:

(1) Electric message center copy may change no more than one time in a 24-hour period and shall not include any flashing, flowing, alternating or blinking lights.

(2) Electric message centers shall be integral to and a part of an approved monument sign.

(3) Electric message center copy shall be limited to one (1) color.

2. Project Identification Signs. Project identification signs shall be allowed in all Zoning Districts. The following standards and regulations shall be applied:

A. Project identification signs shall not exceed ten (10) feet in height.

B. The sign area of project identification signs shall not exceed forty (40) square feet as calculated using Formula A as defined in Section 170.05.

C. Project identification signs shall have a minimum front yard setback of ten (10) feet from the right-of-way line, and a side yard setback of ten (10) feet from the property line.

D. Project identification signs shall be separated from any other freestanding sign by a minimum of fifty (50) feet.

**170.10 INTERSTATE ORIENTED SIGNS.** There shall be permitted one (1) additional on-premises sign for all lots within 1,000 feet of the Interstate 35/80 right-of-way centerline. The following standards and regulations shall be applied:

1. Interstate oriented signs shall be permitted for lots within the C-3 District only.

2. Interstate oriented signs shall not exceed the greater of thirty (30) feet in height above the grade of Interstate 35/80 or sixty five (65) feet in height.

3. The sign area of an interstate oriented sign shall not exceed one hundred (100) square feet as calculated using Formula B as defined in Section 170.05.

4. Interstate oriented signs shall have a minimum setback from any public right-of-way of fifty (50) feet, and shall meet the other setbacks required in the C-3 District for a primary structure.

5. The faces of interstate oriented signs shall be oriented perpendicular (facing east/west) to the right-of-way of the nearest section of Interstate 35/80.

6. Interstate oriented signs shall be constructed as monument signs and supported at the sign's base by a supporting column where the width of the supporting column is no less than forty percent (40%) of the average width of the sign it supports,

with the minimum base width of three (3) feet. Such supporting columns shall be constructed with colors and materials that are compatible with the building materials of the principal buildings.

**170.11 DIRECTORY SIGNS.** One (1) freestanding directory sign shall be permitted within the lot of any permitted use in any zoning district, except within the lots of one- and two-family dwellings. Directory signs shall not be greater than ten (10) feet in height and shall not contain more than thirty-two (32) square feet of sign area as calculated using Formula B as defined in Section 170.05. Directory signs must be at least twenty-five (25) feet from a public street right-of-way and be oriented towards vehicular and pedestrian traffic within a complex or development.

**170.12 BUILDING SIGNS.** The following standards and regulations shall be applied to building signs as permitted by use and zoning district:

1. Residential Zoning Districts. Building signs shall be allowed in residential zoning districts as follows:

   A. For apartment complexes, provided the total building sign area does not exceed thirty (30) square feet per complex as calculated using Formula A as defined in Section 170.05.

   B. For other permitted nonresidential uses, provided the total building sign area does not exceed five percent (5%) of the total square footage of any wall area of the principal building facing street frontage, provided the total building sign area does not exceed 30 square feet per complex. The sign area shall be calculated using Formula A as defined in Section 170.05.

   C. No backlit signs shall be allowed in residential districts.

2. CO, C-1, C-2, C-3, IC, M-1, M-2, MHR, R-O, ROC-1, ROC-2, and PC Zoning Districts. The following maximum building sign area requirements shall apply to the CO, C-1, C-2, C-3, IC, M-1, M-2, R-O, ROC-1, ROC-2, and PC zoning districts.

   A. The sign area of building signs shall not exceed five percent (5%) of the total square footage of any wall area of the principal building facing street frontage. The sign area shall be calculated using Formula A as defined in Section 170.05.

   B. No more than two sides of the principal building facing street frontage shall be used to calculate the total building sign area allowed for a building.

   C. Building signs may be located on any side of a building so long as the total sign area square footage of all signs does not exceed the total building sign area allowed for a building.

   D. Building signs shall incorporate aesthetic features compatible with the overall character of the zoning district and neighborhoods.

   E. The sign area of window signs shall be included in the total building sign area allowed for a building. The sign area shall be calculated using Formula A as defined in Section 170.05.

3. CO, C-1, C-2, IC, MHR, R-O, ROC-1, ROC-2, and PC Zoning Districts. Building signs in the CO, C-1, C-2, IC, MHR, R-O, ROC-1, ROC-2 and PC zoning districts are further restricted as follows.

A. All building signs shall be composed of solid individual letters and logos or individual illuminated self-contained letters and logos attached to the building's exterior wall fascia.

B. Panel signs with letters incorporated or painted upon a panel or wall area shall be prohibited.

C. The use of a uniform panel sign system to identify occupants of a multi-tenant retail shopping center may be approved by the City Council, after receiving a recommendation by the Planning and Zoning Commission, that the use of a uniform panel sign system maintains the aesthetic quality and character of the development, zoning district and neighborhood.

**170.13 PROJECTING SIGNS.**

1. Application. Projecting signs as regulated by this chapter shall include any sign, other than a building sign, which projects from, and is supported by a wall of a building or structure.

2. Construction. Every projecting sign, including the frame, braces and supports thereof, shall meet the compliance of the Building Code of the City.

3. Thickness Limitation. The thickness measured between the principal faces of any projecting sign shall not exceed twelve (12) inches.

4. Height of Projecting Signs. No part of any projecting sign shall be less than ten (10) feet above ground level, except as provided in subsection 5 of this section.

5. Location. Every projecting sign shall be at least ten (10) feet above any sidewalk area over which it is erected, and a distance not greater than two (2) feet from the wall to which it is attached, measuring from the point of the sign nearest thereto. Every projecting sign to be erected over public or private driveways or thoroughfares shall be placed not less than fifteen (15) feet above the level of same.

6. Obstructions and Traffic Hazards. Every projecting sign shall be erected in a manner which does not constitute an obstruction or traffic hazard regulated by this chapter.

7. Projection over Public Property. It is unlawful for any projecting sign to be located over public property or a public easement unless approval is granted by the City Council.

**170.14 MARQUEES, AWNINGS AND CANOPY SIGNS.** The term "sign" in this section applies to a marquee, awning and canopy accompanied by lettering or a logo, when projecting from a wall of a building. The area of the letters or logo encompassing the sign message incorporated upon the marquee, awning or canopy shall be applied toward the maximum building sign area permitted for the use in that zoning district.

**170.15 DIRECTIONAL SIGNS.** Directional signs shall be allowed in all Zoning Districts. The following standards and regulations shall be applied:

1. Directional signs shall not exceed three (3) feet in height.

2. The sign area of directional signs shall not exceed eight (8) square feet as calculated using Formula B as defined in Section 170.05.

3. Directional signs shall have a minimum front yard setback of five (5) feet from the right-of-way line.

4. Two freestanding directional signs intended to identify an access into or out of a lot shall be permitted per access.

5. No more than five (5) directional signs shall be allowed per property.

**170.16 FLAGS AND BANNERS.**

1. The following flags are permitted: flags of the United States, the State, the City, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, provided that such flags are flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes.

2. All other Banners are regulated as follows:

A. A banner identifying a corporate, business, commercial enterprise, educational institution, or any other entity or organization is allowed provided it satisfies the following requirements:

(1) Size shall not be greater than three (3) feet by five (5) feet.

(2) Banner shall be flown horizontally.

(3) Banner shall be flown in conjunction with and at the same time as a flag of the United States and the State of Iowa flown on the premises.

(4) Banner shall be displayed on a separate flagpole located in close proximity to and no higher than the flagpoles of the United States and the State of Iowa and in no event higher than thirty (30) feet. One commercial banner shall be allowed in connection with any nonresidential lot of record.

B. No banner of a commercial nature or purpose may be flown in a residential zone.

C. Flags and banners flown in a residential zone for non-commercial purposes shall not be regulated by this chapter.

D. All flags and banners shall be kept in good repair at all times.

**170.17 TEMPORARY SIGNS.**

1. Application. Temporary signs shall include any construction, real estate, political, portable or other sign, banner, pennant, streamer, inflatable signs, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other materials, with or without frames, intended to be displayed for a short period of time only.

2. Temporary Signs Requiring a Permit. All temporary signs, except for construction, real estate, or political issue signs, may be used for special occasions upon the issuance of a sign permit and shall meet the following regulations:

A. There shall be no more than two (2) such occasions per year; such occasions shall not exceed ten (10) days. In the discretion of the Zoning Administrator, one extension per year, of no more than twenty (20) days, may be granted for extenuating circumstances provided good cause can be shown; an example of such an event would be the grand opening for a new business.

B. There shall be no more than one temporary sign per lot; such sign shall not exceed 100 square feet and shall not be mounted above the roof parapet.

3. Temporary Signs Not Requiring a Permit:

A. Temporary construction signs not exceeding ten (10) feet in height and thirty-two (32) square feet in sign area as calculated using Formula B as defined in Section 170.05 do not require a sign permit provided such signs meet the following regulations:

(1) Temporary construction signs shall be located on the lot under construction. In residential zoning districts temporary construction signs shall be located within the subdivision under construction.

(2) Temporary construction signs in residential districts shall be removed within seven (7) days after the issuance of the last certificate of occupancy in the subdivision. Temporary construction signs in all other districts shall be removed within seven (7) days after the issuance of a certificate of occupancy.

(3) Temporary construction signs may not be illuminated.

B. Real estate signs not exceeding twelve (12) square feet in sign area in any R-1, R-1A and R-2 zoning district and not exceeding thirty-two (32) square feet in sign area and ten (10) feet in height in all other zones, which advertise the sale, rental, or lease of the premises upon which said sign is located only. Such real estate signs shall not be located on public right-of-way and shall be limited to one sign for each street frontage. The sign area shall be calculated using Formula B as defined in Section 170.05.

C. Political issue signs shall not be located on public right-of-way and shall not be within the vision triangle.

D. Temporary window signs, provided that such signs do not cover more than twenty-five percent (25%) of the window area. The display of temporary window signs shall not exceed thirty (30) total (but not necessarily consecutive) days per calendar year.

4. Temporary signs and banners affixed to City light and utility poles by the City shall not be regulated by this chapter. Temporary signs for community festivals or other similar events may be exempted from the provisions of this section at the discretion of the Zoning Administrator.

**170.18 PERMITS AND FEES.** It is unlawful for any person to erect, alter, or relocate within the City any sign except as otherwise specified in this chapter without first obtaining a permit from the Community Development Department and paying the fee required herein.

1. Application for Permit. Application for permits shall be made in such form as required by the Community Development Department, and shall contain or have

attached thereto the following information unless such information shall be deemed unnecessary by the Zoning Administrator.

A. Name, address, and telephone number of the applicant.

B. Location of building, structure or lot to which or upon which the sign is to be attached or erected.

C. Position of sign in relation to nearby buildings, structures or streets.

D. One blueprint or drawing of the plans, specifications, and method of construction and attachment to the building or ground.

E. Copy of stress sheets and calculations showing the sign is designed for live and dead loads and wind pressure loads in any direction in the amount required by this and all other applicable laws and ordinances.

F. Name of person, firm, corporation, or association erecting structure.

G. Such other information as the Zoning Administrator shall require to show full compliance with this and all other laws and ordinances of the City.

2. Permit Fees. Sign permit fees shall be paid to the City Clerk in an amount as established by resolution of the City Council.

**170.19 INSPECTION.** The Zoning Administrator may inspect, from time to time as deemed necessary, each sign or other advertising structure regulated by this chapter for the purpose of ascertaining whether the same is secure or insecure, and whether it is in need of removal or repair.

**170.20 UNSAFE AND UNLAWFUL SIGNS.** If the Zoning Administrator finds that any sign or other advertising structure regulated herein is unsafe, insecure, a menace to the public, prohibited, or is in violation of the provisions of this chapter; such official shall promptly give written notice to the permittee thereof or to the owner of premises on which the sign is located. If the permittee or owner fails to remove or alter the sign structure so as to comply with the standards herein set forth within three (3) working days after such notice, such sign or other advertising structure may be removed or altered to comply by the Zoning Administrator at the expense of the permittee or owner of the property upon which it located. However, if the owner of the sign has promptly ordered the necessary parts to repair the sign and has not received them or has promptly ordered the repair work done by an authorized erector and the erector has failed to respond within the three-day period, then a further extension of time may be granted upon a verified statement that such delay is not the result of any act of the permittee or owner of the premises. If the Zoning Administrator finds that any sign or other advertising structure regulated herein has been constructed or erected in violation of the provisions of this chapter, such official shall promptly give written notice to the owner of the premises on which the sign is located. If the owner fails to remove or alter the structure so as to comply with the standards herein set forth within three (3) working days after such notice, such sign or billboard may be removed or altered to comply by the Zoning Administrator at the expense of the owner of the property upon which it is located. The Zoning Administrator may refuse to issue a permit to any permittee or owner who refuses to pay costs so assessed provided such authority is confined to the premises where the violation occurred.

**170.21 PAINTING REQUIRED.** The owner of any sign as defined and regulated by this chapter shall be required to have properly painted all parts and supports of said sign, unless the same are otherwise treated to prevent rust or decay.

**170.22 WIND PRESSURE AND DEAD LOAD REQUIREMENTS.** All signs and other advertising structures shall be designed and constructed to withstand a wind pressure of not less than thirty (30) pounds per square foot of area, or as further regulated by the Building Code of the City, and shall be constructed to receive dead loads as required in the Building Code or other ordinances of the City.

**170.23 REMOVAL OF OBSOLETE SIGNS.** Any obsolete sign now or hereafter existing shall be taken down and removed by the owner, agent or person having the beneficial use of the building or land upon which such sign may be found within thirty (30) days after written notification from the Zoning Administrator, and upon failure to comply with such notice within the time specified in such order, the building inspector is hereby authorized to cause removal of such sign, and any expense thereto shall be paid by the owner of the building or structure to which such sign is attached.

**170.24 MAINTENANCE.** All signs and other advertising structures, together with all of their supports, braces, guys and anchors, shall be kept in good repair and in proper state of preservation and working order. The display surfaces of all signs shall be kept neatly painted or posted at all times. The Zoning Administrator, after ten (10) days' notice to the sign or billboard owner, may order the removal of any signs or billboards that are not maintained in accordance with the provisions of this chapter and the cost assessed against the property where said sign or billboard is located. However, if the owner of the sign or billboard has promptly ordered the necessary parts to repair the sign or other advertising structure and has not received them, or has promptly ordered the repair work done by an authorized erector and the erector has failed to respond within the ten-day period, then a further extension of time may be granted, upon filing a verified statement of that such delay is not a result of any act of the sign or billboard owner.

**170.25 SIGNS NOT TO CONSTITUTE TRAFFIC HAZARD.** No sign or other advertising structure on private property as regulated by this chapter shall be erected: (a) at or near the intersection of any streets or near a private access to a public street in such a manner as to obstruct free and clear vision; or (b) at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; or (c) which makes use of the words "STOP," "LOOK," "DRIVE-IN," "DANGER," or any other word, phrase, symbol or character in such manner as to interfere with, mislead or confuse the motoring public. Notwithstanding the general requirements set forth in this section, no sign or other advertising structure shall be located: (i) on a corner lot in all districts, in such a manner as to impede vision between a height of two and one-half (2-1/2) feet and ten (10) feet above the centerline elevations of the affected street and within an area bounded by the street right-of-way lines of a corner lot and a straight line joining points on said right-of-way lines twenty-five (25) feet from the point of intersection of said right-of-way lines; or (ii) in all districts and one- and two-family residential lots, if erected within five (5) feet of a public right-of-way and within twenty-five (25) feet of a private access drive or adjoining building site boundary.

**170.26 SIGNS ON CITY PROPERTY AND RIGHT-OF-WAY.** It is unlawful for any person to paint, print or in any way affix any picture, bill, sign, signboard, poster or advertising material on any post, utility pole, fire escape, hydrant, curb, sidewalk, tree, lamppost or other structure of any kind on, or so as to overhang or protrude over, any property owned by the City or any easement of the City unless otherwise authorized by this chapter. Any sign on, or located so as to overhang or protrude over, any property owned by the City or any right-of-way easement of the City without City approval shall be forfeited to the public

and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the sign owner or person placing such a sign the full costs of removal and disposal of such sign.

**170.27 NONCONFORMING SIGNS.** Any sign or billboard in existence at the time of the adoption of this ordinance which does not conform with the provisions of this chapter shall be considered nonconforming. Any structural modifications or replacement of a nonconforming sign, not including the replacement of sign copy, shall conform to the requirements and standards of this chapter.

**170.28 REVOCATION OF PERMITS.** The Zoning Administrator is hereby authorized and empowered to revoke any permits issued by said official upon failure of the holder thereof to comply with any provisions of this chapter.

**170.29 JURISDICTION OF BOARD OF ADJUSTMENT.** The Board of Adjustment shall have jurisdiction for any requests for variances involving sign location, sign height, or sign size not consistent with this chapter. The Board shall rule on any request in accordance with Section 166.16.

**170.30 JURISDICTION OF BOARD OF APPEALS.** Any person aggrieved by an order, requirement, decision or determination of the Zoning Administrator in the enforcement of this chapter may, within thirty (30) calendar days thereof, appeal such action to the Board of Appeals by filing with the Board of Appeals an appeal specifying the grounds thereof. The Zoning Administrator or other designated official of the City shall forthwith transmit to the Board of Appeals all papers constituting the record upon which the action appealed from is taken. Before an appeal is filed with the Board of Appeals, the appellant shall pay to the City a fee in accordance with a duly approved resolution. Upon receipt of such an appeal, and payment of the fee, the Board of Appeals or its designated representative shall establish a date, time and place for a public hearing on the appeal and shall cause the preparation, publication, posting and distribution of a public notice of said hearing. The public hearing shall be attended by the appellant or his agent, and by the Building Official or other designated official of the City. The Board of Appeals may modify, reverse or affirm, wholly or partly, the order, requirement, decision or determination appealed from. It shall not have the power to grant exceptions or variances to the requirements of this chapter. A majority vote of the members of the Board of Appeals present at the hearing shall be necessary to reverse any order, requirement, decision or determination appealed from.

ITEM NO. WS6

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| **SUBJECT:** First consideration of Ordinance 941 | ACTION REQUIRED:<br>_X_ Ordinance WDC<br>___ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | First consideration of Ordinance 941. This ordinance is to amend Chapter 99 SEWER USER CHARGE in the Code of Ordinances to allow a Construction Sanitary Sewer Permit to be issued.<br><br>Currently all water usage is required to be metered and properties are charged sewer rates based on the usage determined by the property's water meter.<br><br>The purpose of this amendment is to allow new residential construction activities to take place prior to it being practical to install a water meter to measure water use.<br><br>The proposed addition to Chapter 99.06 CHARGES BASED ON USAGE allows new residential construction builders to use unmetered domestic water for 210 days (approximately 7 months).<br><br>The proposed NEW RESIDENTIAL CONSTRUCTION SEWER ? PERMIT fee of $50.00 was determined by reviewing metered water usage during residential construction within Johnston. |
| RECOMMENDATION: | Approve first consideration of Ordinance 941. |

Motion by _____, seconded by _____, First consideration of Ordinance 941

# ORDINANCE NO. 941

## AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING SECTION 99.06 CHARGES BASED ON USAGE TO CREATE CONSTRUCTION SANITARY SEWER PERMIT

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

**Section 1. PURPOSE.** The purpose of this ordinance is to amend the Johnston Revised Ordinances of 2007, Section 99.06 charges based on usage.

**Section 2. AMENDMENT.** Section 99.06 (Charge Based on Usage) shall have the following language added:

"2. Residential Single Family Construction. Construction Sanitary Sewer Permit for Residential Single Family Construction is $50.00. Construction Sanitary Sewer Permit allows 210 days of unmetered sanitary sewer usage for the purpose of constructing one (1) Residential Single Family Dwelling."

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

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

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

Passed and approved by the City Council this 16th day of May 2016

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

ITEM NO. _____

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| **SUBJECT:** First consideration of Ordinance 942 | ACTION REQUIRED:<br>_X_ Ordinance WOC<br>___ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

SYNOPSIS:

First consideration of Ordinance 942. This ordinance is to amend Chapter 92 WATER RATES in the Code of Ordinances.

The current permit fees, administration fees, hydrant deposits and customer deposits charged by the water department were established prior to May 2002. The proposed changes will adjust permit fees, administration fees, hydrant deposits and customer deposits to cover current costs incurred by the water department.

Currently all water usage is required to be metered and properties are charged for water usage based on meter readings. At certain times of the year or during various stages of residential construction it is not practical to install a water meter at the property.

This amendment will also allow new residential construction activities to take place prior to it being practical to install a water meter to measure the property's water use.
The proposed addition to Chapter 99.06 CHARGES BASED ON USAGE allows new residential construction builders to use unmetered domestic water for 210 days (approximately 7 months). The proposed NEW RESIDENTIAL CONSTRUCTION WATER PERMIT fee of $200.00 was determined by reviewing metered water usage during residential construction within Johnston.

The Home Builders Association of Des Moines was contacted regarding using a construction water permit over metering actual water usage. The preference of the

| | |
|---|---|
| | Home Builders Association of Des Moines would be to use a construction water permit.<br><br>Attached is a red lined copy of the proposed changes to Chapter 92 WATER RATES. |
| RECOMMENDATION: | Approve first consideration of Ordinance 942. |

Motion by _____, seconded by _____, First consideration of Ordinance 942

# ORDINANCE NO. 942

## AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING CHAPTER 92 TO MODIFY FEES AND CHARGES FOR DEPOSITS AND CONSTRUCTION WATER PERMIT

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

**Section 1. PURPOSE.** The purpose of this ordinance is to amend the Johnston Revised Ordinances of 2007, Chapter 92 Water Rates.

**Section 2. AMENDMENT.** Section 92.04 (Billing for Water Service) shall be amended as follows:

"6. If the bill remains unpaid eleven days later (approximately the 1st of the month) a disconnect notice is delivered to the premises stating that if the bill is not paid immediately, the water will be shut off in 48 hours and a ~~$15.00~~ $35.00 administrative fee shall be charged to the customer.

7. If the bill remains unpaid two days later (approximately the 3rd of the month) the City shall deliver another notice and shut the water service off. A ~~$15.00~~ $35.00 disconnection charge is charged to the customer."

**Section 3. AMENDMENT.** Section 92.05 (Discontinuance Hearing) shall be amended as follows:

"4. Fees. A charge of ~~$15.00~~ $35.00 will be added to restore the service at the time the bill and feeds are paid. Restoration of service will occur during normal working hours. Under special circumstances, the Public Works Director may authorize the restoration of service after hours (4:00 p.m. to 7:30 a.m.) and a fee of ~~$50.00~~ $100.00 will be charged. The water utility employee that restores service is not authorized to accept payment after hours. Payments must be made at City Hall in full and including the ~~$50.00~~ $100.00 after hour fee by 9:00 a.m. the following day or service will be disconnected immediately and not restored until all monies have been received, including an additional $15.00 for the second shut off."

**Section 4. AMENDMENT.** Section 92.09 (Customer Deposits) shall be amended as follows:

~~"1. There shall be required from every customer a deposit intended to guarantee the payment of bills for service in accordance with the following:~~

~~A. Residential Customers - $20.00~~

~~B. Commercial/Industrial Customers:~~
~~1-inch service .....$ 20.00~~
~~1½-inch service .....$ 20.00~~

~~2-inch service .....$ 40.00~~
~~4-inch service .....$ 75.00~~
~~6-inch service .....$ 90.00~~
~~8-inch service .....$ 150.00~~"

1. There shall be required from every customer a deposit in the amount of $75.00 intended to guarantee the payment of bills for service.

**Section 5.** **AMENDMENT.** Section 92.10 (Temporary Vacancy) shall be amended as follows:

"A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for an extended period of time. There shall be a ~~$15.00~~ $35.00 fee collected for shutting the water off at the curb valve and a ~~$15.00~~ $35.00 fee for restoring service. During a period when service is temporarily discontinued as provided herein there shall be no minimum service charge. The City will not drain pipes or pull meters for temporary vacancies."

**Section 6.** **AMENDMENT.** Section 92.11 (Construction Use Charges) shall be amended as follows:

~~"1. Construction Water Permit. The fee for construction water permit is $25.00 for under 10,000 square feet of gross floor area and $35.00 for over 10,000 square feet of gross floor area.~~

~~2. Deposits for fire hydrant meters are as follows:~~
~~5/8" x ¾" Meter.....$100.00~~
~~1" Meter.....$150.00~~
~~2" Meter.....$200.00~~
~~3" Meter.....$300.00~~

~~3. Inspection fee during construction is $10.00"~~

1. Residential Single Family Construction. Construction Water Permit for Residential Single Family Construction is $200.00. Construction Water Permit allows 210 days of unmetered water for the purpose of constructing one (1) Residential Single Family Dwelling.

2. Deposits for fire hydrant meters are as follows:
1" Meter.....$1,000.00
2" Meter.....$2,000.00

3. Inspection fee during construction is $35.00

**Section 7.** **REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 8.** **SEVERABILITY CLAUSE**. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 9.** **WHEN EFFECTIVE.** This ordinance shall be in full effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council this 16th day of May 2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

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

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-09
Johnston City Hall, 6221 Merle Hay Road
April 18, 2016
7:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. WELCOME

4. PLEDGE OF ALLEGIANCE

5. AGENDA APPROVAL

6. PUBLIC COMMUNICATIONS
   a. 2016 Arbor Day Proclamation

7. PUBLIC HEARINGS
   a. Conduct a Public Hearing and consider the following items related to the NW 86th Street Booster Pumping Station Improvements project:
      - Resolution No. 16-81 – Adopting Plans, Specifications, form of contract and estimate of cost;
      - Consideration of construction bids;
      - Resolution No. 16-82 – Making award of contract to Weidner Construction, Inc.

8. CONSENT AGENDA
   a. Consider Minutes of April 4, 2016 Worksession
   b. Consider Minutes of April 4, 2016 Council Meeting.
   c. Consider Resolution No. 16-85 – Approving staff appointments and establishing wages.
   d. Consider approval of a Class C Liquor License for a new owner at The Cab, 8460 Birchwood Ct, #900.
   e. Consider entering into an agreement with Unite Private Network for internet services.
   f. Consider approving the Retainage Release payment to MPS Engineers in the amount of $74,612.79 for the final phase of construction work on the Beaver Drive Trail project.
   g. Consider approval of Payment No. 14 to MPS Engineers in the amount of $209.00 for the final phase of construction work on the Beaver Drive Trail project.
   h. Consider approval of a Purchase Order to Palos Sports in the amount of $13,047.86 for the purchase of new soccer goals for park areas.
   i. Consider Resolution No. 16-86 – Re-Approval of the Final Plat for Lithia Plat 1, subdividing 9.54 acres into two (2) commercial lots.
   j. Consider Resolution No. 16-83 – Approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements project.
   k. Consider approval of Pay Request No. 3 from Alliance Construction Group in the amount of $201,447.59 for work completed as of April 18, 2016 on the NW 70th Avenue Improvements – NW 98th Street to west city limits – project.
   l. Consider approval of an enCodePlus software license for the purchase and development of the enCode 360 software for the Community Development Department.
   m. Receive and file the following reports:
      1. Bank Reconciliation Report – March 31, 2016
      2. Treasurer's Investment Report – March 31, 2016
      3. Year-to-Date Treasurer's Report – March 31, 2016
      4. Monthly Report Summarization – March 31, 2016
      5. Senior Citizens Report – March 31, 2016
      6. Street Division Monthly Operations Report –March 2016

7. Water/Wastewater Department Monthly Operations Report – March 2016
8. Johnston Police Department Crime Statistics – March 2016
9. Planning & Zoning Commission Meeting Minutes – April 11, 2016

9. NON-CONSENT AGENDA
   a. Consider First Consideration of Ordinance No. 941 – Amending Chapter 99, Sewer User Charge, in the Code of Ordinances to allow a Construction Sanitary Sewer Permit to be issued.
   b. Consider First Consideration of Ordinance No. 942 – Amending Chapter 92, Water Rates, in the Code of Ordinances to adjust permit fees, administration fees, hydrant deposits, and customer deposits.
   c. Consider Resolution No. 16-87 – Approving an amendment to the Development Agreement for Silverstone Plat 2 as it applies to Lot 17. The subject property is located at the south end of NW 104th Ct.
   d. Consider Resolution No. 16-84 – Approving the Preliminary and Final Plats for Orchard Meadows Plat 3. The property is located east of NW Beaver Drive and north of NW 84th Avenue.
   e. Consider removing from the table and consideration of Resolution No. 16-69 – Approving PZ Case 16-04, Wilkie Place Preliminary Plat located east of the intersection of NW 64th Place and NW 51st Street.
   f. Consider approval of Claims in the amount of $697,221.48

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

| | | |
|---|---|---|
| May 2, 2016 | City Hall | Worksession 6:00 p.m.<br>Meeting 7:00 p.m. |
| May 16, 2016 | City Hall | Worksession 6:00 p.m.<br>Meeting 7:00 p.m. |

13. ADJOURNMENT

Posted on April 15, 2016 at www.cityofjohnston.com, City Hall, Johnston Public Library, and Public Works

6A

# 2016 ARBOR DAY PROCLAMATION

WHEREAS, Trees are one of Iowa's most valuable natural resources that clean air and water, create employment for over 7,000 Iowans, help to conserve our soil and energy resources, provide critical wildlife habitat for over 300 different species, yield bountiful outdoor recreation opportunities and make our community a more pleasant place to live and work, and

WHEREAS, Insects, diseases, storms and pollutants have damaged and continue to threaten our trees, creating the need for reforestation and management programs geared toward ensuring the future of our trees and forests, and

WHEREAS, Each year, during Arbor Day, the people of Johnston, Iowa pay special attention to the benefits of our trees and dedicate themselves to the planting and management of all Johnston's trees and forests and,

NOW, THEREFORE, I, PAULA DIERENFELD, MAYOR OF THE CITY OF JOHNSTON, IOWA DO HERBY PROCLAIM April 29th, 2016 AS

ARBOR DAY

IN JOHNSTON, IOWA, AND URGE OUR CITIZENS TO PARTICIPATE IN TREE PLANTING AND MAINTENANCE PROGRAMS THAT WILL ENSURE A MORE BEAUTIFUL JOHNSTON, IOWA AND TO NURTURE, PROTECT AND WISELY USE JOHNSTON'S NATURAL WONDER OF TREES.

IN TESTIMONY WHEREOF, I have here unto subscribed my name. Done in Johnston, Iowa this 18th day of April two thousand and sixteen.

_____

PAULA DIERENFELD, MAYOR

ATTESTED:

_____

CITY CLERK

ITEM NO. 7A

Johnston

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| SUBJECT: Consider the following for the 86th Street Booster Pumping Station Improvements: | ACTION REQUIRED: |
|---|---|
| • Resolution No. 16-81- A Resolution Adopting Plans, Specifications, form of contract and estimate of cost.<br>• Consideration of construction bids<br>• Resolution No. 16-82-A Resolution Making Award of contract | ___ Ordinance<br>X Resolution WDE<br>x Approval<br>___ Receive/File<br>___ Attorney Review |

| | |
|---|---|
| SYNOPSIS: | Public notice was given on March 21, 2016 that the City of Johnston City Council would conduct a public hearing for the adoption of plans, specifications, form of contract and estimate of cost for the 86th Street Booster Pumping Station Improvements.<br><br>Staff is requesting the City Council consider the following:<br><br>• Resolution No. 16-81 A Resolution Adopting Plans, Specifications, form of contract and estimate of cost.<br>• Consideration of construction bids<br>• Resolution No. 16-82-A Resolution Making Award of Contract. |
| FISCAL IMPACT | Engineers opinion of cost $370,000<br><br>Funding for this project will come from the project fund. |
| RECOMMENDATION: | Approval |

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

| | |
|---|---|
| Governmental Body: | The City Council of the City of Johnston, State of Iowa. |
| Date of Meeting: | April 18, 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 86th Street Booster Pumping Station Improvements.

Res 16-81
- Resolution adopting plans, specifications, form of contract and estimate of costs.
- Consideration of construction bids.

Res 16-82
- Resolution making award of construction contract.

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

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

_____
City Clerk, City of Johnston, State of Iowa

April 18, 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 86th Street Booster Pumping Station Improvements, 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.

Report of Opening of Construction Bids

A public meeting was held at 2:00 o'clock P.M., on April 12, 2016, in the Office of the City Clerk, City Hall, 6221 Merle Hay Road, Johnston, Iowa, presided over by the City Clerk or her designee of the City of Johnston, State of Iowa.

Present were:

DAVE LUBIT, CITY OF JOHNSTON, SHANE KINSEY, CITY OF JOHNSTON

MATT GREINER, CITY OF JOHNSTON

The City Clerk or her designee thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the 86th Street Booster Pumping Station Improvements, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

| Name and Address of Bidder | | Amount of Bid |
|---|---|---|
| WEIDNER CONSTRUCTION, INC | MARSHALLTOWN, IA | $10,000.00 |
| CL CARROLL CO. INC | DES MOINES, IA | 317,468.00 |
| NINTURN, INC | BROOKLYN, IA | 323,500.00 |
| NELVIRTH CONSTRUCTION, INC | BLAIR, NE | 413,895.00 |

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

City Clerk or her designee

ATTEST:

City Clerk

01228581-1\10765-330

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 16-81

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS

WHEREAS, on the 3RD day of MARCH, 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 86th Street Booster Pumping Station Improvements; 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 18th day of April, 2016.

_____

Mayor

ATTEST:

_____

City Clerk

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on April 12, 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 86th Street Booster Pumping Station Improvements, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

| HR GREEN, INC.<br>5525 MERLE HAY RD., STE. 200<br>JOHNSTON, IOWA 50131<br>PH: 515-278-2913<br>FAX: 515-278-1846<br><br>Bid Date: April 12, 2016 2:00 PM | | HRGreen<br><br>86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS<br>CITY OF JOHNSTON, IA<br><br>2016 | | | |
|---|---|---|---|---|---|
| | | Bidder Status Form | Bid Bond | Addendum #1 | Lump Sum |
| **Engineer's Opinion of Probable Cost** | | | | | **$ 370,000.00** |
| 1 | Weidner Construction, Inc. | X | X | X | $ 310,000.00 |
| 2 | C.L. Carroll Co., Inc. | X | X | X | $ 317,468.00 |
| 3 | Minturn, Inc. | X | X | X | $ 323,500.00 |
| 4 | Neuvirth Construction, Inc. | X | X | X | $ 413,895.00 |

**I hereby certify that this is a true and correct tabulation of bids received on April 12, 2016 for the 86th Street Booster Pumping Station Improvements project in Johnston, IA.**

LICENSED PROFESSIONAL ENGINEER
HEATH D. PICKEN 16320
IOWA

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.

Date: 4/14/16

HEATH D. PICKEN, P.E.
License No. 16320
My renewal date is December 31, 2017

Pages or sheets covered by this seal:
Bid tabulation.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS", 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 NO. 16-82

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS

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 86th Street Booster Pumping Station Improvements, described in the plans and specifications heretofore adopted by this Council on April 18, 2016, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: WEIDNER CONSTRUCTION of MARSHALLTOWN, IA

Amount of bid: 310,000.00

Portion of project: All construction work

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 _____ 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)

01228581-1\10765-330

8A

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

Mayor Dierenfeld called the meeting to order at 6:02 p.m.

2. ROLL CALL

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

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.
Motion by second by to enter into Closed Session.

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

The meeting entered into Closed Session at 6:03 p.m.
The meeting entered into Open Session at 6:25 p.m.

4. REVIEW AND DISCUSS THE PROPOSED 28E AGREEMENT BETWEEN JOHNSTON AND GRIMES FOR FIRE AND RESCUE SERVICES

City Administrator Jim Sanders reviewed the proposed 28E agreement, noting that the Public Safety Sub-Committee had spent considerable time reviewing the agreement. He pointed out to the Council that the agreement was intentionally worded towards coordination and not consolidation.
Mayor Dierenfeld noted that the drafting of the proposed agreement had been a long, deliberate process.
Council Member Temple noted that he was in favor of the agreement, but had a concern regarding the establishment of an advisory board which would be made up of two residents and one elected official from each community. Temple noted that the proposed makeup of the board may lead to lengthy additional analysis by the City Council of each city.
Council Member Cope noted his agreement with Council Member Temple's concern, but felt both cities would need to agree on the change.
Council Member Brown noted that based on the per capita costs, consolidation does not make sense at this time.
Sanders advised that he would get clarification on the issues raised.

5. JOHNSTON GIRLS SOFTBALL MASTER PLAN

PJ Horton, President of the Johnston Girls Softball Association (JGSA), addressed the Council regarding the need for improvements at the park and reviewed the various phases of the master plan. The Council noted their support of the proposed plan and encouraged the JGSA to work with staff on fund raising and grant opportunities to help support their plan.

6. ~~SPEED LIMITS ALONG NW 78TH STREET, NW 100TH STREET, AND NW 107TH STREET~~
Moved to the Regular Agenda due to time constraints.

7. ~~EMERGENCY PLAN UPDATE~~
Moved the Regular Agenda due to time constraints.

The meeting adjourned at 7:06 p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

8B

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
   Mayor Dierenfeld called the meeting to order at 7:09 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
   Chief of Police Dennis McDaniel led the meeting in the Pledge.

5. AGENDA APPROVAL
   City Clerk Cyndee Rhames noted that agenda item 8H should read allowing R-3 and R-4 uses as noted in the Resolution.
   Motion by Lindeman second by Cope to approve the Agenda as noted.

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

6. PUBLIC COMMUNICATIONS
   Oath of Office – Chief of Police Dennis McDaniel
   Mayor Dierenfeld administered the Oath of Office to Chief 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.

      The Public Hearing opened at 7:17 p.m.
      Parks Director John Schmitz reviewed the bids received, noting that the project had been divided up into a base bid and several alternates to ensure that as much as the project as possible could be completed based on the bids received.
      Schmitz noted that with the use of stormwater funds and trail funds the cost of the base bid and bid alternates 1, 3, 4, and 5 would be completed.
      Schmitz noted that engineer was recommending awarding the contract to TK Concrete. Schmitz also noted that the signed contracts had not been received by the time of the meeting, but staff did not feel this represented any sort of concern.
      Council Member Clabaugh thanked Schmitz and Foth Infrastructure Engineer Josh DeBower for meeting with the Green Meadows neighborhood.
      No public comments were received.

The Public Hearing closed at 7:24 p.m.
Motion by Clabaugh second by Cope to approve Resolution No. 16-72.

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

Motion by Clabaugh second by Cope to approve Resolution No. 16-73.

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

Motion by Clabaugh second by Cope to approve Resolution No. 16-74, contingent upon receipt of the signed contract and bond from TK Concrete.

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

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 and R-4 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

Motion by second by to approve the Consent Agenda as presented.

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

Council Member Cope noted that he would like a correction to the Minutes in item 8B. He noted that he would like the March 21, 2016 minutes (on page 4) to reflect that the Council was acting under Code §183.09 as the basis for setting minimum requirements for residential development on Lot 2 of Coons Plat 2.

Motion by Cope second by Lindeman to reconsider the Consent Agenda to include the language regarding §183.09 in item 8B.

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

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.

Public Works Director Dave Cubit, noted that this Ordinance is part of the NW 60th Avenue project and is standard for this type of project.

Cubit also noted that staff is requesting waiving of Second and Third Consideration and to adopt and publish.

Motion by Temple second by Lindeman to approve First Consideration of Ordinance No. 943.

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

Motion by Cope second by Temple to waive Second and Third Consideration of Ordinance No. 943 and to adopt and publish.

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

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.

Planning Intern Clayton Ender reviewed the proposed plat, including conditions for approval specifically related to traffic and stormwater. He also noted that the preliminary plat meets all bulk regulations.

Ender advised that comments from neighbors had been received and were included in the packet or on the dais.

Ender also noted that Foth Infrastructure was recommending tabling of this item until a more comprehensive review of the impact this development may have on existing stormwater issues in the area.

Council members discussed taking a long view for future development in the area as there are a number of issues that need to be looked at including roadway improvements, traffic, sidewalks, stormwater, and utilities.

Public Works Director Dave Cubit noted that this area is part of the East of Merle Hay Road Improvements project, but the timing of those improvements has not been established for the area.
Council Member Brown inquired as to whether or not the city was acquiring the appropriate right-of-way for improvements in the area. Brown also had questions regarding the timing of connecting Dewey Park to the existing sidewalk or trails in the area.

Deanne Walker-King addressed the Council regarding the property and her intent to create a legacy for her parents, who were long-time Johnston residents who had dreams of developing the land. She noted that she shares some of the same concerns that the neighbors have voiced and that she wants this project done right.

Krystle Campa, attorney at Brown Davis Law Firm, representing the developer, introduced the engineer for the developer, noting that he could answer questions relating to the stormwater issue.
Chris Thompson of Cooper Crawford & Associates addressed the Council regarding the stormwater issue. He noted that he felt the proposed stormwater plan would help the water issue in the area.
Jim Evans, 5125 NW 64th Place, addressed the Council, noting that he was in talks with a developer for 4.5 acres in the area which may help address some of the concerns expressed by the Council.

Chuck Howieson, 6382 NW 51st Street, noted that the existing tile in the area is at capacity and just can't handle any more water.

Lois Rexroat, 6361 NW 51st Street, provided pictures of the flooding that occurs on her property and talked about the impact that has on her home.

Debbie Lemke, 6394 NW 51st Street, addressed the Council on her concerns regarding traffic and pedestrians in the area.

Senior Planner Aaron Wolfe noted that gaining some control of the stormwater in the area will likely improve conditions in the area.

Council Member Temple advised that he did not agree and that he felt looking at the piece of land to the east was integral to any decisions made on the proposed development.

Motion by Temple second by Clabaugh to table the item to an unspecified date

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

c. Consider approval of Claims in the amount of $565,243.48

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

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

10. CITY ADMINISTRATOR/STAFF COMMENTS

a. MS4 Permit Update
City Administrator Jim Sanders noted that the MS4 report was contained in the packet. He also recognized those staff members who played a part in the city's compliance efforts.

b. Camp Dodge Joint Maneuver Training Center Report
Sanders noted that he had provided information obtained from Camp Dodge regarding their impact in the community.

c. Deer Hunt Report
Sander noted that there were 23 deer taken during the 2015-2016 deer hunt and that there were no injuries or issues during the season.

WS6. SPEED LIMITS ALONG NW 78TH STREET, NW 100TH STREET, AND NW 107TH STREET

City Administrator Jim Sanders noted that staff had responses from 11 NW Area residents regarding the various speed limits in the area, and that while there was no unanimous decision, the majority of those responding preferred a consistent speed of 40 mph for NW 78th Street, NW 100th Street, and NW 107th Street. Sanders advised that staff would work with the other entities to see if a consistent speed limit is a possibility for those roadways maintained by Johnston, Grimes, and Polk County.

WS7. EMERGENCY PLAN UPDATE

Sanders noted that there were no changes to the plan, just an update to the contact information contained in the plan. Sanders encouraged the Council to review their plan books.

Sanders noted that Teresa Rotschafer was being given the 2016 Award of Excellence by the National Public Employers Labor Relations Association at their upcoming annual conference.

Sanders also reminded everyone of the Spring Cleanup event being held on April 18 and 19.

11. CITY COUNCIL COMMENTS

Mayor Dierenfeld reminded everyone that Kites on the Green will be held the first weekend in May and encouraged participation in the variety of workshops being held leading up to the event.

12. UPCOMING MEETINGS

| | | |
|---|---|---|
| April 18, 2016 | City Hall | Worksession 6:00 p.m.<br>Meeting 7:00 p.m. |
| May 2, 2016 | City Hall | Worksession 6:00 p.m.<br>Meeting 7:00 p.m. |

13. ADJOURNMENT

The meeting adjourned at 8:33 p.m.

_____
Paula S. Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

ITEM NO 8C

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| SUBJECT: Consider Resolution No. 16-85 – Approving Staff Appointments and Establishing Wages. | ACTION REQUIRED:<br>___ Ordinance<br>_X_ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

SYNOPSIS: The following staff appointments are being considered:

**Administration/Finance**
**Brett Klein – Finance Clerk/Deputy City Clerk.** Effective May 3, 2016. $70,000 per year.
**Ann Wanders – Accounting Clerk I/Payroll.** Effective April 19, 2016. $19.71 per hour. Following successful completion of a 6-month probationary period wage will increase to the market rate for the DBM classification.

**Library**
**Andrew Holm – Library Clerk.** Effective April 19, 2016. $10.60 per hour.

**Parks**
**Zane Martin – Seasonal Maintenance Worker.** Effective May 9, 2016. $10.50 per hour.

FISCAL IMPACT: Funds have been budgeted within the respective departments.

RECOMMENDATION: Approve Resolution No. 16-85.

## RESOLUTION NO. 16-85

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

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

**Administration/Finance**

**Brett Klein – Finance Clerk/Deputy City Clerk.** Effective May 3, 2016. $70,000 per year.
**Ann Wanders – Accounting Clerk I/Payroll.** Effective April 19, 2016. $19.71 per hour. Following successful completion of a 6-month probationary period wage will increase to the market rate for the DBM classification.

**Library**

**Andrew Holm – Library Clerk.** Effective April 19, 2016. $10.60 per hour.

**Parks**

**Zane Martin – Seasonal Maintenance Worker.** Effective May 9, 2016. $10.50 per hour.

**PASSED AND APPROVED** this 18th Day of April, 2016

_____

Paula S. Dierenfeld, Mayor

ATTEST:

_____

Cyndee D. Rhames, City Clerk

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

ITEM NO. 8D

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016
Meeting

| SUBJECT: Consider approval of a Class C Liquor License for a new owner at The Cab, 8460 Birchwood Court #900. The new owner will be Lone T Entertainment, LLC. | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>_x_ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | Lone T Entertainment, LLC is taking over The Cab at 8460 Birchwood Court, Suite 900. They are requesting approval of a Special Class C Liquor License to include Sunday sale privileges.<br><br>The applicant has submitted the appropriate application and documentation and has paid the fees required by the City and State.<br><br>The Chief of Police and the Building Official have reviewed and approved the application. |
| FISCAL IMPACT: | A portion of the application fee will be returned to the City. |
| RECOMMENDATION: | Approve application as presented. |

Johnston
THRIVE. EVERY DAY.

# LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: The Gab

New ☒ Existing ☒ New Owner, Existing Location

Address: 8460 Birchwood Ct.

Applicant Name: Lone T Entertainment, LLC

Date Application Received: 4/13/16

Council Deadline Date: 4/14/16 * Pending Death

## Liquor License Privileges

License Class: LC Commercial

Outdoor Service ☐
Sunday Sales ☒

## Building Official Review

Date to Building Official: 4/13/16 Inspection Date: 4/11/16

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

Reason for Fail: _____

Building Official Signature: Douglas Johnson

## Police Department Review

Date to Police Department: 4/13/16

Interview Required: Yes ☐ No ☐ DCI Background Received: Yes ☒ No ☐

Approve ☒ Deny ☐ - No local history of interest on new owner

Chief of Police Signature: D. W. McGill

## City Clerk Review

City Council: Approve ☐ Deny ☐

Endorse Date: _____

City Clerk Signature: _____

**Applicant** **License Application (** )

**Name of Applicant:** Lone T Entertainment LLC

**Name of Business (DBA):** The Cab

**Address of Premises:** 8460 Birchwood Ct

**City** Johnston **County:** Polk **Zip:** 50131

**Business** (515) 681-1602

**Mailing** 8460 Birchwood Ct

**City** Johnston **State** IA **Zip:** 50131

**Contact Person**

**Name** Scot Sonius

**Phone:** (515) 681-1602 **Email** sonius21@yahoo.com

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 04/26/2016

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

**BusinessType:** Limited Liability Company

**Corporate ID Number:** 519370 **Federal Employer ID**

**Ownership**

**Scot Sonius**

**First Name:** Scot **Last Name:** Sonius

**City:** Johnston **State:** Iowa **Zip:** 50131

**Position:** member

**% of Ownership:** 100.00% **U.S. Citizen: Yes**

**Insurance Company Information**

**Insurance Company:** Society Insurance

**Policy Effective Date:** **Policy Expiration**

**Bond Effective** **Dram Cancel Date:**

**Outdoor Service Effective** **Outdoor Service Expiration**

**Temp Transfer Effective** **Temp Transfer Expiration Date:**

To: Cindy 278-2033 Regarding: The Cab

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority. -

Scot D. Sönius 3-30-16

Applicant's Signature Date

NOTARY

State of Iowa

County of Polk

Signed and sworn to before me on 3-30-16

Date

By Scot D. Sönius

Print Name of Applicant

3-30-16

Signature of Notary Date

JOSEPH L. MAURO
COMMISSION NO 137926
MY COMMISSION EXPIRES
10-20-18

ITEM NO. 8E

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016

| SUBJECT: Consider entering into an agreement with Unite Private Networks (UPN) to provide the City with internet services. | ACTION REQUIRED:<br>___ Ordinance<br>__X__ Resolution<br>__x__ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | The City has used Iowa Telecom/Windstream as our internet service provider (ISP) since 2010.<br>Unite Private Networks, headquartered in Kansas City, MO., has been providing communications solutions since 1998. They are currently in 20 states with over 6,000 miles of their own fiber, including nearly several hundred miles in the state of Iowa.<br>The advantage to switching to UPN is that they own their entire network, there is no leasing of fiber through another entity such as CenturyLink, as opposed to Windstream which leases fiber from CenturyLink.<br>As the Council is aware, we have experienced a number of prolonged internet outages over the past year.<br>When we have experienced outages they have been within the CenturyLink system which makes getting any estimated time to repair or detailed information about the outage next to impossible as we aren't CenturyLink's customer. There is no recourse for us with Windstream, nor is there a way to escalate the service call because it is with CenturyLink. UPN has a 4-hour repair goal, with a clear escalation list, including the Chief Operations Officer. UPN also monitors their fiber and are typically aware of outages in minutes following the disruption.<br>In addition, the rates for bandwidth have been steadily decreasing. We currently have a 50 Mb connection with Windstream, and for approximately $100 less per month, we will move to a 1 Gb connection with UPN. (This represents a 20x faster connection.)<br>This is a 5-year contract, with no costs for installation. After the 5-year period our rates will be reviewed. It is anticipated that the rates will decrease over that period. |
| FISCAL IMPACT | Departments will continue to split the cost of internet services. |
| RECOMMENDATION: | Staff is recommending approval of the agreement with Unite Private Networks. |

# Service Order

*Lit Services- (16- 12591 )*

| Contact Information | | | |
|---|---|---|---|
| **Unite Private Networks, LLC ("UPN")** | | City of Johnston Library | **("Customer")** |
| **COMPANY CONTACT:** | Mike Kelley | **COMPANY CONTACT:** | Cyndee Rhames |
| **PHONE:** | (515) 414-3355 | **PHONE:** | (515) 727-7771 |
| **EMAIL:** | mike.kelley @upnfiber.com | **EMAIL:** | crhames@cityofjohnston.com |
| **PAYMENT ADDRESS:** | Unite Private Networks, LLC<br>7200 NW 86th Street, Suite M<br>Kansas City, MO 64153 | **BILLING ADDRESS:** | City of Johnston Library<br>6700 Merle Hay Road<br>Johnston, IA 50131 |

| Billing Information And Service Commitment Period | |
|---|---|
| Order Type: | New |
| UPN Service Order ID: | 16- 12591 |
| Customer ID: | To be assigned |
| Service Type/s: | Ethernet Internet Access (EIA) |
| Service Term Length (beginning on date of installation): | 60 months |
| Service Order Monthly Recurring Charge: | $1,264 |
| Service Order Non-Recurring Charge: | $0 |
| Service Other Charges: | $0 |

**Circuit 1**

| Location A | Location Z |
|---|---|
| **Site Name:** UPN IP Core POP | **Site Name:** City of Johnston Library |
| **Site Contact:** Beth Kimmel **Phone:** (402) 326-9980 | **Address:** 6700 Merle Hay Road, Johnston, IA 50131 |
| **Point of Demarcation:** UPN Demarc | **Site Contact:** Cyndee Rhames **Phone:** (515) 727-7771 |
| | **Point of Demarcation:** MPOE |

| Qty | Service | Term | Monthly Recurring Charge | Non-Recurring Charge |
|---|---|---|---|---|
| 1 | Circuit 1: 1 Gbps EIA | 60 months | $1,264 | $0 |
| | | **Total =** | **$1,264** | **$0** |

**Comments:** The pricing in this Service Order is valid until April 30, 2016. At Location Z, Customer shall provide conduit and fiber from UPN's zero manhole in the public right-of-way to the Location Z Point of Demarcation. Customer shall be responsible for all repair and maintenance on its fiber and conduit including, but not limited to, all necessary locates.

Customer shall receive sixteen (16) IP Addresses with fourteen (14) useable at Circuit 1, Location Z. Customer is responsible for all cross connects. The term of this Service Order shall commence on the Installation Date and shall continue in effect for the term delineated above ("Initial Term"). Thereafter, this Service Order shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") unless and until terminated by either party upon ninety (90) days' written notice to the other party.

**Minimum Point of Entry:** Customer will meet UPN at the Minimum Point of Entry (MPOE) unless otherwise noted above. MPOE is the closest practical point to where the cable enters the building. Where the Customer desires the installation to be somewhere other than the MPOE, Customer understands that there will be additional costs if the demarcation point extends beyond the MPOE. In the event that the Customer does not own the Locations noted above, UPN and Customer will work with the property owner to acquire such rights and the Customer understands that they must acquire these rights and any delay or additional costs in receiving these rights may cause a corresponding delay in the requested install date or additional costs passed on to the customer.

**Installation Date:** Anticipated installation date shall occur approximately thirty to ninety (30-90) days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project; and (2) the full execution of this Service Order.

# *Service Order*

*Lit Services- (16-* 12591 *)*

| Unite Private Networks, LLC | Customer |
|---|---|
| Signature | Signature |
| Print Name | Print Name |
| Title | Title |
| Date | Date |

**Additional Terms and Conditions Applying to Services**

1. Service Orders: Both Parties shall be bound by this Service Order once (i) this paper Service Order is executed by an authorized representative of each Party; or (ii) this properly executed Service Order is submitted electronically by Customer and is executed by an authorized representative of UPN. Upon being bound pursuant to the preceding sentence, Customer shall be committed to payments required hereunder.

2. Provisioning and Acceptance: UPN shall try, but is not obligated, to provide telecom service(s) provided by UPN under this Service Order ("Services") by the requested or otherwise committed delivery dates. UPN shall issue a Service Commencement Letter promptly upon completing the installation and testing of a Service. Customer shall either accept or reject the Service within forty-eight (48) hours of UPN issuing the associated Service Commencement Letter. If Customer rejects a Service, Customer shall provide a written description reasonably detailing failure of the Service. UPN shall re-test the Service and follow the process above issuing another Service Commencement Letter. In the event that Customer fails to accept or properly reject a Service within the designated 48 hours, Customer shall be deemed to have accepted the Service.

3. Porting: Subject to UPN's prior written approval, and at the sole discretion of UPN, Customer may cancel a Service and UPN shall waive any applicable early termination charges, other than for those for an Off-Net circuit, provided that the Customer issues an order for a replacement Service that is (i) of a term equal to or greater than the term remaining on the terminated Service; (ii) for the same or greater monthly services charges as the Service being terminated; and (iii) the replacement Service is ordered within thirty (30) days following UPN's written approval.

4. Monthly Service Invoice: UPN will invoice Customer in advance, on or about the first day of each month, for each Service's Monthly Recurring Charge ("MRC") using UPN's standard form of invoice. For any Service accepted after the first of the month, the initial month's MRCs will be pro-rated.

5. Non-Recurring Charge Invoice: UPN will invoice Customer for any Non-Recurring Charge ("NRC") and any special construction charges associated with a Service, upon the execution of a Service Order pursuant to Section 1.

6. Payment: Customer agrees to pay all undisputed portions of any invoices within thirty (30) days from the date the invoice is issued by UPN ("Due Date"). Any undisputed portion of an invoice not paid by the Due Date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. Additionally, the Customer must maintain a current payment balance in order to retain any agreed-upon discounts or waived fees that have been applied to the Service Order. Customer shall be liable to UPN for all fees and expenses, including reasonable attorney's fees and court costs that UPN incurs to collect, or attempt to collect, charges owed by Customer to UPN.

7. Disputed Bills: If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the Due Date and submit a written claim reasonably documenting the reasons the remaining amount is disputed. After receipt of such claim, the Parties will undertake a good faith investigation of the disputed charges. At the conclusion of the investigation, any amount mutually agreed by the Parties to be correctly charged will become immediately due and payable by Customer. Amounts agreed by the parties to have been owed by Customer will be subject to the fee noted in Section 6. Unless such a claim is submitted in this manner and received by UPN within 45 days from the date the invoice is issued, the Customer waives all rights to dispute such charges, unless otherwise provided by law.

8. Taxes and Governmental Fees: Where UPN is assessed taxes, charges, or fees (hereinafter "taxes") related to the construction, installation, and/or services being provided through this Agreement, UPN shall bill such taxes to Customer in the manner and for the amount required by law. These taxes shall include and are not limited to federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise or other similar transfer taxes. UPN shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided UPN with a valid exemption certificate. For the sake of clarity, taxes shall not include taxes on UPN's income.

9. Access Charges: Notwithstanding any term contained herein to the contrary, in the event that charges to access any premises where Customer shall receive the Services or where Customer's facilities are located are imposed upon UPN by a third party after the acceptance of a Service Order by UPN, UPN shall pass along all such charges to Customer without mark-up by UPN and Customer shall pay the same to UPN, and for the sake of clarity, such charges may be in addition to the NRC, MRC and special construction charges provided for in an accepted Service Order. The terms of payment of Section 6 shall apply to the same.

# Service Order

## Lit Services- (16- 12591 )

10. Security Deposit: UPN may require a security deposit of up to two (2) months estimated charges as a condition of accepting an order or, for a) usage-based Services at any time; or b) non-usage based Service if Customer fails to timely pay UPN hereunder or UPN reasonably determines that Customer has had an adverse change in financial condition.

11. Internet Data Flow: Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, UPN cannot guarantee uninterrupted Service for Internet access and use, and UPN warrants that it will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the Internet through UPN's Equipment, provided however, that any such interruption or impairment is directly attributable to UPN's Equipment. Customer also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by UPN may vary from the transmission speeds otherwise expected by Customer based on such factors as the length and gauge of the line servicing Customer, and other operational characteristics of facilities used by UPN and/or Customer. UPN DOES NOT WARRANT THAT INTERNET SERVICE WILL BE UNITERRUPTED, UNIMPARIED, ERROR FREE, OR SECURE, AND UPN DISCLAIMS ALL WARRANTIES, EXCEPT FOR THE WARRANTY FROM THIS SECTION TO USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY IMPARIMENT OR DISRUPTION, EITHER EXPRESSED OR IMPLIED OR BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR INTERNET SERVICE.

12. Acceptable Use: Customer represents and warrants that it shall comply with all relevant laws pertaining to the Services and Customer's use thereof. Customer further represents and warrants that at all times Customer shall conform its use of the Service to the current version of the UPN Acceptable Use Policy, which shall be provided to the Customer by UPN.

13. Protection: Customer must not cause or allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by UPN ("UPN Equipment") to be rearranged, tampered with, moved, removed, disconnected, altered, maintained or repaired without UPN's prior written consent. Customer is responsible for providing and maintaining at no charge to UPN an appropriate operating environment consistent with generally accepted industry standards for any UPN Equipment at Customer's premises.

14. Access: Customer is responsible for granting or obtaining permission for UPN employees, contractors, representatives, agents and/or suppliers to enter premises where Customer receives services or locates Customer's facilities as reasonably necessary to install, inspect, maintain, and repair Services and any UPN Equipment. Any charges associated with such permission shall be paid by Customer.

15. Liens: Customer may not create or allow any liens or other encumbrances to be placed on any UPN Equipment. In the event that any such lien is placed upon UPN Facilities and which lien is attributable either directly or indirectly to Customer, Customer shall immediately remove such lien by a surety bond.

16. Title: Customer shall have no title, ownership right or interest in any UPN Equipment of any Service. For any goods sold to Customer as part of a Service, title to such goods shall only vest in Customer upon payment in full for the same.

17. Maintenance: UPN will perform routine network maintenance for network improvements and preventive maintenance. UPN will use commercially reasonable efforts to provide seven (7) days' notice to Customer of all such maintenance that is expected to result in a service outage. For Emergency Maintenance, UPN shall notify Customer as soon as is commercially practical under the circumstances. Unless otherwise agreed to between the parties, routine network maintenance is performed during UPN's standard maintenance windows. Maintenance windows are as follows: 10 p.m. – 6 a.m. Local Time, Monday through Friday. If planned service outages are expected during these specified times, Customer will be notified via email to the contact designated by the Parties. This notification will inform the Customer of the anticipated time, duration and reason for the network maintenance. While the specified maintenance window is eight (8) hours in length, it is rare that a given maintenance would require use of this entire window.

18. Termination By Either Party: Either party is entitled to terminate this Agreement: (i) if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same (except as otherwise provided in this Section 18); (ii) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) if the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

19. Termination for Nonpayment: After written notice to Customer that its account is past due, UPN may terminate the associated Service, or the Service Order at UPN's sole and absolute discretion, pursuant to such notice if Customer fails to cure such breach within ten (10) days after receipt of such notice.

20. Termination For Violations of Law: UPN reserves the right to terminate an associated Service or the Service Order immediately (i) if the provision or Customer's use a Service will violate any law or cause UPN to violate any law or (ii) to prevent and protect against Customer fraud or acts or omissions that may cause immediate harm to third parties, UPN Equipment or any Services.

21. Payment Obligations when Customer Terminates For Cause: If Customer terminates any Service pursuant to Section 18, Customer shall be liable for payment of such Services through the date that UPN receives Customer's notice of termination. Invoicing and payment terms of Section 6 shall apply to payments for the terminated Services.

22. Intrastate Traffic: Customer acknowledges and certifies that for the duration of this Service Order, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the private line that has been provided by UPN.

23. Early Termination Charges: In the event that Customer terminates any Service for any reason other than through Customer's rights granted under Section 18, Customer shall pay an early termination fee to UPN which shall be (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid non-recurring charge or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated Services, if any, to the extent such fees are not captured by the amounts in subsection (i) of this section, (the "ETL"). This ETL shall be due and payable within ten (10) days of the date of an invoice for the same, notwithstanding Sections 4-10. The parties agree that the ETL provided for under this Section 23 is a reasonable estimate of damages and is a liquidated damage and is not a penalty.

# Service Order

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24. Service Order Cancellation: In the event that, subsequent to the execution of this Service Order but prior to the Service Commencement Letter, Customer cancels or terminates this Service Order ("Early Cancellation") for any reason other than for UPN Default: (i) UPN may immediately stop work without further notice to Customer; (ii) such services shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (iii) Customer shall immediately reimburse UPN for any third party termination charges incurred by UPN as a result of such Early Cancellation; (iv) Customer shall pay an amount equal to 50% of all remaining future monthly recurring charges for the full term of this Service Order and shall be immediately due and payable to UPN by Customer; and (v) UPN shall owe Customer no further duties, obligations or consideration with regard to this Service Order.

25. Warranties: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, UPN DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED OR BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

26. Limitations of Liability: NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO UPN, IN THE PRIOR SIX (6) MONTH PERIOD, UNDER SERVICE ORDERS ENTERED INTO PURSUANT TO THIS AGREEMENT AND EFFECTIVE AS OF THE DATE THAT THE LIABILITY WAS INCURRED. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, SERVANTS, REPRESENTATIVES, AGENTS, AFFILIATES OR PARENT COMPANY BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTIAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THIS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN THE EVENT OF ANY CLAIM THAT MAY BE BROUGHT BY CUSTOMER, CUSTOMER COVENANTS TO SEEK SATISFACTION OF SUCH CLAIM AGAINST ONLY UPNAND NOT AGAINST ANY TRUSTEE OF UPN.

27. Indemnification: Each party shall indemnify, defend and hold harmless (the "Indemnifying Party") the other party, its directors, officers, employees, representatives, members, partners, trustees and affiliates (collectively the "Indemnified Party") from and against any and all costs, liabilities, losses and expenses (including, but not limited, reasonable attorneys' fees) resulting from any claim, demand, suit, action, judgment, loss or proceeding brought against the Indemnified Party for (a) personal injury including death; (b) the damage to any personal or real property; (c) any unauthorized use of the facilities of the Indemnified Party; or (d) a violation of any United States intellectual property right including patents, copyrights, trademarks, or service marks all of which must be established under United States law, arising directly or indirectly from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, officers, employees, contractors, representatives or agents. Customer shall indemnify, defend and hold harmless UPN, its directors, officers, employees, representatives, members, partners, trustees and affiliates from and against any and all costs, liabilities, losses and expenses (including, but not limited, reasonable attorneys' fees) resulting from any claim, demand, suit, action, judgment, loss or proceeding brought against UPN or its directors, officers, employees, representatives, trustees and affiliates for any breach of UPN's AUP.

28. Force Majeure: Other than with respect to failure to make payments due hereunder, neither Party shall be responsible or liable under this Agreement for any delay, failure to perform, damages, losses or destruction, or malfunction, or any consequence thereof due to circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, utility curtailments, power failures, civil disturbances, or emergency governmental actions, expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the Services or Network. In the event a Party asserts a force majeure event, that Party shall be obligated to use its commercially reasonable efforts to mitigate the consequences of the force majeure event.

29. Assignment or Transfer of Service: Except as specified in this Agreement and except for an assignment of this Agreement in whole as part of a corporate reorganization, of which Customer must provide UPN prior and timely written notification, Customer shall not assign, transfer, or delegate this Agreement or any of its rights or duties in connection with this Agreement either in whole or in part without the prior written consent of UPN, which shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, or delegation in contravention of this prohibition will be null and void. Any assignment, transfer and delegation approved by UPN will not affect or diminish Customer's rights and obligations which arose prior to the assignment, transfer, or delegation. UPN may assign its rights and duties in whole or in part and UPN is entitled to pledge this Agreement as collateral for financing. This Agreement and the rights and obligations created hereunder shall bind and inure to the benefit of each party's successors and permitted assigns.

30. Governing Law: This Agreement shall, in all respects, be construed and enforced in accordance with the laws of the State of Missouri, excluding its choice of law provisions. The parties hereby agree and consent to the exclusive jurisdiction of the state courts of the State of Missouri with respect to any matter arising under this Agreement or in connection herewith.

31. Notices: Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated above, or to such other address as either party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or facsimile confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed. Notices to UPN shall be sent to the following address: 7200 NW 86th Street, Suite M, Kansas City, MO 64153, Attention: Legal. Notices to Customer shall be sent to the following: Customer billing contact name and address listed on the applicable Service Order.

32. Severability: If any provision of this Agreement shall for any reason be held illegal, invalid or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way impair the validity or enforceability of the remaining provisions of this Agreement.

33. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes all prior agreements, promises, understandings, statements, proposals, and inducements whether written or oral. Each party agrees that it has been represented by counsel in negotiating and entering into this Agreement and further agrees that no provision of this Agreement shall be interpreted in favor of one party to the detriment of the other party.

# Service Order

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34. Dispute Resolution: Any dispute which arises out of or in relation to the terms of this Agreement shall be resolved first by good faith discussions between designated representatives of UPN and of Customer. If the matter is not resolved within fifteen (15) days, it shall be escalated to an executive officer of each Party within fifteen (15) days of a written request by either Party to the other. If the matter is not resolved within 45 days then either Party may pursue an action or other relief in a court of competent jurisdiction consistent with Section 30.

35. Confidential Information: For the purposes hereof, "Confidential Information" shall include any and all information that either Party holds as confidential or proprietary, including, without limitation, (i) any and all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works and product development; (ii) any and all business information of or relating to either Party, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, or equipment designs, clients, personnel, shareholders and information concerning funds and clients advised by either Party, "know-how", data and material used or licensed by either party, including, but not limited, to, computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) any and all employee or customer information of either Party; (iv) confidential information of a Party disclosed to the other Party by third parties; (v) rates, terms or any other information regarding this Agreement, and (vi) any other information which a reasonable person would deem to be confidential. Neither Party shall disclose any of the other Party's Confidential Information to any third party, or use any of the other Party's Confidential Information for any purpose other than the performance of or receipt of Services hereunder. Notwithstanding the foregoing, the Parties may disclose Confidential Information (a) to its attorneys, accountants, consultants or professional advisors on a "need to know basis", provided that the agreement of such third party to hold such information confidential is first obtained, and (b) as required in connection with any litigation or arbitration matters arising out of this Agreement. In addition, neither Party will use the other Party's name, or the name(s) of any of the other Party's product(s) or service(s) in publicity or press releases without that Party's prior written consent. Each Party's Confidential Information shall remain its property and shall be either returned to such Party or destroyed promptly upon the termination of this Agreement or at such Party's earlier request. If Confidential Information is destroyed, the destroying Party must certify to the destruction. The recipient of Confidential Information shall not appropriate for its benefit or the benefit of any third party any of the other Party's Confidential Information.

36. Obligation to Disclose: The recipient of the other Party's Confidential Information ("Recipient") will promptly notify the disclosing Party ("Discloser") if Recipient receives a demand from a third party for Confidential Information and, except as required by law, the Recipient shall not disclose the same to such third party without the prior written consent of the Discloser, except as otherwise permitted herein. If Recipient believes that it is legally required to disclose any of the Discloser's Confidential Information, Recipient will not disclose such Confidential Information until Recipient has notified Discloser and Discloser shall be entitled to seek a protective order or other appropriate remedy relating to the Confidential Information sought. In the event that Recipient is required by law to disclose any such Confidential Information, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained in this Service Order.

37. Exclusions: Confidential Information shall not include information that is (i) proven to be previously known or in the possession of the Recipient, free of any confidentiality obligation, at the time of receipt from the Discloser; (ii) publicly available or otherwise in the public domain by means other than unauthorized disclosure; (iii) proven to be independently developed by or on behalf of Recipient without use of the Discloser's Confidential Information; (iv) is rightfully obtained by the Recipient from a third party without restriction and without breach of a similar agreement; or (v) released by the Discloser to any third party without restrictions.

**ADDENDUM**

**STANDARD SERVICE LEVEL AGREEMENT**
**(MSA and Service Order)**

This Addendum is made by and between _____ ("Customer") and Unite Private Networks, LLC ("UPN") to that certain Master Services Agreement and/or Service Order Agreement ("Service Agreement(s)") between the parties dated _____ ____, 2016. The service conditions outlined in this Agreement relate to the Service Agreement(s) ("Service") delivered on the UPN Fiber Network.

1. UPN maintains a goal of 99.99% availability on all Service Agreement(s) services and strives to repair all service impacting conditions within four (4) hours of discovery. Convergence/ Healing/ Recover/ Loss time for a failed node would be less than one (1) second on a protected self-healing ring. All UPN services are non-protected unless otherwise noted in the Service Order.

2. Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption of Service which, subject to the exclusions and restrictions noted below, constitutes an "Outage." If a Service experiences an Outage ("Affected Service"), UPN, upon discovery of the Outage, will immediately commence work to repair the Affected Service. UPN will provide to Customer a good faith estimate of time to complete repair and provide regular updates of the status of repair.

3. Customer may be entitled to a credit based upon the amount of monthly Outage time experienced by the Affected On-Net Service. The credit amount is calculated by determining the number of consecutive minutes that the Affected Service experiences an Outage, within a calendar month ("Outage Minutes") for the type of service being provided. Services that are both path and electronic redundant shall be considered Protected Services and will be noted as such on the applicable service order. All other services shall be considered Non-Protected Services for purposes of calculating credits. The amount of the credit shall be calculated according to the following schedule:

| ***Non-Protected Services*** | | ***Protected Services*** | |
|---|---|---|---|
| **Unavailability per Interruption (hrs:mins:secs)** | **Service Level Credit (% Credit of Monthly Service Charge Applicable to the Interrupted Service)** | **Unavailability per Interruption (hrs:mins:secs)** | **Service Level Credit (% Credit of Monthly Service Charge Applicable to the Interrupted Service)** |
| 00:00:01 – 02:00:00 | 0% | 00:05:01 – 02:00:00 | 10% |
| 02:00:01 - 8:00:00 | 25% | 02:00:01 - 4:00:00 | 25% |
| 08:00:01-16:00:00 | 50% | 04:00:01-08:00:00 | 50% |
| 16:00:01-24:00:00 | 75% | 08:00:01-12:00:00 | 75% |
| 24:00:01 or greater | 100% (maximum credit per month per applicable service) | 12:00:01 or greater | 100% (maximum credit per month per applicable service) |

4. To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting UPN at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by UPN.

5. Customer's request for an Outage Credit shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Request shall be submitted to Unite Private Networks, 120 South Stewart Road, Liberty, MO 64068, Attn: Billing Dept. In no case shall UPN provide credit to Customer that exceeds the Customer's Monthly Recurring Charge ("Customer MRC") for the Affected Service.

6. All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following UPN approval of the Outage Credit.

**ADDENDUM**

**SERVICE LEVEL AGREEMENT**
**(MSA and Service Order)**

7. The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of Default under this Agreement or that certain Service Agreement. UPN, or its representatives, make no warranties, express or implied, including warranties for fitness of use for a particular purpose. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.

8. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS AGREEMENT, UPN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY CUSTOMER UNDER THIS AGREEMENT.

10. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

    10.1 Interruptions on a Service for which the start of Service has not yet commenced.

    10.2 Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer.

    10.3 Interruptions due to power failure at Customer premises, or the failure or poor performance of Customer provided CPE.

    10.4 Interruptions during any period in which UPN or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service.

    10.5 Interruptions during any period that UPN has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to UPN for the installation of a Customer service order.

    10.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.

    10.7 Interruptions resulting from Force Majeure.

    10.8 Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner.

    10.9 Interruptions resulting from a UPN disconnect for cause.

    10.10 Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over subscription of circuits).

    10.11 Interruptions due to improper or inaccurate network specifications provided by Customer.

    10.12 Special configurations of the standard Service that have been mutually agreed to by UPN and

**ADDENDUM**

**SERVICE LEVEL AGREEMENT**
**(MSA and Service Order)**

Customer, provided however that UPN or a 3rd party vendor may provide a separate service level agreement to Customer for those special configurations.

10.13 UPN's inability to initiate Service by the Service start date.

10.14 Interruptions in service not caused by failure of the UPN network (e.g., Interruptions caused by Customer internal LAN or equipment or caused by a third party network service provider).

11 Escalation Contact List:

To assist Unite Private Networks in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts.

## Reporting service issues to UPN

**1-866-963-4237 or 816-903-3927**
**Twenty-four hours a day/seven days a week**

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone numbers listed above.

## Service Escalation Contact List

| Level | Name | Email | Cell Phone Number |
|---|---|---|---|
| 1st | Jerome Simoneau<br>Sr. Engineer, Network Operations | jerome.simoneau@upnllc.com | 816-365-9435 |
| 2nd | Beth Kimmel<br>Director, Network Operations | beth.kimmel@upnllc.com | 402-326-9980 |
| 3rd | Chad Senglaub<br>Chief Operations & Technology Officer | chad.senglaub@upnllc.com | 816-500-9935 |

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

**Unite Private Networks, LLC**

Signature: _____

Name and Title: _____

Date: _____

_____

Signature: _____

Name and Title: _____

Date: _____

ITEM NO. 8F

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18th, 2016 Meeting

| SUBJECT: Approve the Retainer Release payment to MPS Engineers for $74,612.79 for the final phase of this construction work on the Beaver Drive Trail. | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>_X_ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | This is to approve Retainer Release payment to the Contractor for construction work on the Beaver Drive Trail. This work includes earthwork, clearing & grubbing, excavation, removal of pavement, removal of silt fence, mobilization & erosion control, culvert and storm sewer trenches reinforced, sidewalk and concrete work. This is the final payment for this phase of the project. |
| FISCAL IMPACT | Funds from #343.5.764.67616 |
| RECOMMENDATION: | Approve |

Motion by _____, seconded by _____, to approve the Retainer Release payment for $74,612.79 to MPS Engineers for construction work as listed above on the Beaver Drive Trail.

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

# Contractor's Application for Payment No. RETAINER RELEASE

| | | |
|---|---|---|
| | Application Period: **Till 2/29/16** | Application Date: **3/9/2016** |
| To (Owner): **City of Johnston** | From (Contractor): **MPS Engineers** | Via (Engineer): **Shive Hattery** |
| Project: **City of Johnston - NW Beaver Drive Trail** | Contract: General Contract | |
| Owner's Contract No.: 412401-0 | Contractor's Project No.: 2014-012 | Engineer's Project No.: **412401-0** |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| 1 | $24,420.00 | |
| 2 | $1,295.00 | |
| 3 | $6,051.75 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | $31,766.75 | |
| NET CHANGE BY CHANGE ORDERS | $31,766.75 | |

| | | | | |
|---|---|---|---|---|
| 1. ORIGINAL CONTRACT PRICE | | | $ | $1,460,489.00 |
| 2. Net change by Change Orders | | | $ | $31,766.75 |
| 3. Current Contract Price (Line 1 ± 2) | | | $ | $1,492,255.75 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) | | | $ | $1,492,255.75 |
| 5. RETAINAGE: | | | | |
| a. | X | $1,492,255.75 Work Completed | $ | |
| b. 5% | X | Stored Material | $ | |
| c. Total Retainage (Line 5a + Line 5b) | | | $ | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | | | $ | $1,492,255.75 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | | | $ | $1,417,642.96 |
| 8. AMOUNT DUE THIS APPLICATION | | | $ | $74,612.79 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) | | | $ | |

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 4/1/16

Payment of: $ $74,612.79
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) 4/1/16 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

**Progress Estimate**

**Contractor's Application**

For (contract) **City of Johnston - NW Beaver Drive Trail**

Application Number: **RETAINER RELEASE**

Application Pe Till 2/29/16

Application Date: **March 9, 2016**

| A | | | | | B | C | D | E | F | | | G | H | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | Bid Quantity | Unit Price | Unit | Bid Value | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F) B | Balance to Finish (B - F) | From Prev. Application (column C) | Quantity Installed This Period (C-G) | Amount Earned This Period | Amount Paid (95%) This Period |
| Bid Item No. | Description | | | | | | | | | | | | | | |
| 1 | CLEARING AND GRUBBING | 3 | $ 6,500.00 | ACRE | $19,500.00 | 3.00 | $19,500.00 | | $19,500.00 | 100.0% | | 3.00 | | | |
| 2* | SPECIAL BACKFILL | 110 | $ 2.00 | CY | $220.00 | 110.00 | $220.00 | | $220.00 | 100.0% | | 110.00 | | | |
| 3 | EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED | 13000 | $ 18.00 | CY | $234,000.00 | 13000.00 | $234,000.00 | | $234,000.00 | 100.0% | | 13000.00 | | | |
| 4 | EXCAVATION, CLASS 10, ROADWAY AND BORROW | 600 | $ 48.00 | CY | $28,800.00 | 600.00 | $28,800.00 | | $28,800.00 | 100.0% | | 600.00 | | | |
| 5* | EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIA | 210 | $ 2.00 | CY | $420.00 | 210.00 | $420.00 | | $420.00 | 100.0% | | 210.00 | | | |
| 6 | OBLITERATE OLD ROADBED | 25 | $ 400.00 | STA | $10,000.00 | 25.00 | $10,000.00 | | $10,000.00 | 100.0% | | 25.00 | | | |
| 7 | TOPSOIL, STRIP, SALVAGE AND SPREAD | 2500 | $ 8.00 | CY | $20,000.00 | 2500.00 | $20,000.00 | | $20,000.00 | 100.0% | | 2500.00 | | | |
| 8 | COMPACTION WITH MOISTURE AND DENSITY CONTROL | 750 | $ 12.00 | CY | $9,000.00 | 750.00 | $9,000.00 | | $9,000.00 | 100.0% | | 750.00 | | | |
| 9 | SPECIAL COMPACTION OF SUBGRADE | 25 | $ 60.00 | STA | $1,500.00 | 25.00 | $1,500.00 | | $1,500.00 | 100.0% | | 25.00 | | | |
| 10 | MODIFIED SUBBASE CY STD | 2400 | $ 16.00 | CY | $38,400.00 | 2400.00 | $38,400.00 | | $38,400.00 | 100.0% | | 2400.00 | | | |
| 11 | TRENCHING AND RESHAPING | 12 | $ 800.00 | STA | $9,600.00 | 12.00 | $9,600.00 | | $9,600.00 | 100.0% | | 12.00 | | | |
| 12 | SHOULDER CONSTRUCTION, EARTH | 203 | $ 60.00 | STA | $12,180.00 | 203.00 | $12,180.00 | | $12,180.00 | 100.0% | | 203.00 | | | |
| 13 | RELOCATION OF MAILBOXES | 11 | $ 175.00 | EA | $1,925.00 | 11.00 | $1,925.00 | | $1,925.00 | 100.0% | | 11.00 | | | |
| 14* | PAVEMENT SCARIFICATION | | $ 2.50 | SY | | | | | | | | | | | |
| 14A** | BUTT JOINTS AND ADDITIONAL SUBBASE PLACEMENT | 1 | $ 15,000.00 | LS | $15,000.00 | 1.00 | $15,000.00 | | $15,000.00 | 100.0% | | 1.00 | | | |
| 15 | MEDIAN, DOWELLED P.C. CONCRETE, AS PER PLAN | 410 | $ 72.00 | SY | $29,520.00 | 410.00 | $29,520.00 | | $29,520.00 | 100.0% | | 410.00 | | | |
| 16 | HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), BASE COURSE, | 2500 | $ 36.00 | SY | $90,000.00 | 2500.00 | $90,000.00 | | $90,000.00 | 100.0% | | 2500.00 | | | |
| 17 | HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), INTERMEDIATE | 8500 | $ 10.00 | SY | $85,000.00 | 8500.00 | $85,000.00 | | $85,000.00 | 100.0% | | 8500.00 | | | |
| 18* | ASPHALT | 8500 | $ 8.00 | SY | $68,000.00 | 8500.00 | $68,000.00 | | $68,000.00 | 100.0% | | 8500.00 | | | |
| 19 | HOT MIX ASPHALT PAVEMENT SAMPLES | 1 | $ 3,500.00 | EA | $3,500.00 | 1.00 | $3,500.00 | | $3,500.00 | 100.0% | | 1.00 | | | |
| 20 | SURFACING, DRIVEWAY | 52 | $ 68.00 | SY | $3,536.00 | 52.00 | $3,536.00 | | $3,536.00 | 100.0% | | 52.00 | | | |
| 21 | REMOVALS OF EXISTING STRUCTURES | 1 | $ 6,400.00 | LS | $6,400.00 | 1.00 | $6,400.00 | | $6,400.00 | 100.0% | | 1.00 | | | |
| 22 | REMOVALS, AS PER PLAN | 1 | $ 7,500.00 | LS | $7,500.00 | 1.00 | $7,500.00 | | $7,500.00 | 100.0% | | 1.00 | | | |
| 23* | APRON, CONCRETE, 15 IN DIA | 40 | $ 950.00 | EA | $38,000.00 | 40.00 | $38,000.00 | | $38,000.00 | 100.0% | | 40.00 | | | |
| 24 | APRONS, CONCRETE, 18 IN DIA | 3 | $ 1,500.00 | EA | $4,500.00 | 3.00 | $4,500.00 | | $4,500.00 | 100.0% | | 3.00 | | | |
| 25* | APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETE | 3 | $ 2,500.00 | LF | $7,500.00 | 3.00 | $7,500.00 | | $7,500.00 | 100.0% | | 3.00 | | | |
| 26 | CULVERT, CONCRETE ENTRANCE PIPE, 15 IN DIA | 880 | $ 46.00 | LF | $40,480.00 | 880.00 | $40,480.00 | | $40,480.00 | 100.0% | | 880.00 | | | |
| 27 | CULVERT, CONCRETE ENTRANCE PIPE 18 IN DIA | 40 | $ 60.00 | LF | $2,400.00 | 40.00 | $2,400.00 | | $2,400.00 | 100.0% | | 40.00 | | | |
| 28 | CULVERT, 2000D LOW CLEARANCE CONCRETE ENTRANCE PIP | 30 | $ 125.00 | LF | $3,750.00 | 30.00 | $3,750.00 | | $3,750.00 | 100.0% | | 30.00 | | | |
| 29 | CULVERT, 3000D ROADWAY PIPE, 15 IN DIA | 100 | $ 46.00 | LF | $4,600.00 | 100.00 | $4,600.00 | | $4,600.00 | 100.0% | | 100.00 | | | |
| 30* | MODULAR BLOCK RETAINING WALL | 82 | $ 48.00 | SF | $3,936.00 | 82.00 | $3,936.00 | | $3,936.00 | 100.0% | | 82.00 | | | |
| 31 | INTAKE, SW-512, 24 IN | 3 | $ 2,500.00 | EA | $7,500.00 | 3.00 | $7,500.00 | | $7,500.00 | 100.0% | | 3.00 | | | |
| 32 | CONNECTION TO EXISTING INTAKE | 1 | $ 1,500.00 | EA | $1,500.00 | 1.00 | $1,500.00 | | $1,500.00 | 100.0% | | 1.00 | | | |
| 33 | STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CON | 80 | $ 46.00 | LF | $3,680.00 | 80.00 | $3,680.00 | | $3,680.00 | 100.0% | | 80.00 | | | |
| 34 | STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CON | 30 | $ 60.00 | LF | $1,800.00 | 30.00 | $1,800.00 | | $1,800.00 | 100.0% | | 30.00 | | | |
| 35* | REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN | 488 | $ 22.00 | LF | $10,736.00 | 488.00 | $10,736.00 | | $10,736.00 | 100.0% | | 488.00 | | | |
| 36 | STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN C | 90 | $ 22.00 | LF | $1,980.00 | 90.00 | $1,980.00 | | $1,980.00 | 100.0% | | 90.00 | | | |
| 37 | SEWAGE AIR RELEASE VALVE AND PIT | 2 | $ 1,250.00 | EA | $2,500.00 | 2.00 | $2,500.00 | | $2,500.00 | 100.0% | | 2.00 | | | |
| 38 | SANITARY SEWER CLEANOUT | 22 | $ 400.00 | EA | $8,800.00 | 22.00 | $8,800.00 | | $8,800.00 | 100.0% | | 22.00 | | | |
| 39* | REVETMENT, CLASS D | 87 | $ 64.00 | TON | $5,568.00 | 87.00 | $5,568.00 | | $5,568.00 | 100.0% | | 87.00 | | | |
| 40 | EROSION STONE | 18 | $ 48.00 | TON | $864.00 | 18.00 | $864.00 | | $864.00 | 100.0% | | 18.00 | | | |
| 41* | REMOVAL OF PAVEMENT | 460 | $ 16.00 | SY | $7,360.00 | 460.00 | $7,360.00 | | $7,360.00 | 100.0% | | 460.00 | | | |
| 42 | REMOVAL OF INTAKES AND UTILITY ACCESSES | 2 | $ 1,000.00 | EA | $2,000.00 | 2.00 | $2,000.00 | | $2,000.00 | 100.0% | | 2.00 | | | |
| 43 | RECREATIONAL TRAIL, HMA, 5" | 430 | $ 50.00 | SY | $21,500.00 | 430.00 | $21,500.00 | | $21,500.00 | 100.0% | | 430.00 | | | |
| 44 | RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN | 9100 | $ 30.00 | SY | $273,000.00 | 9100.00 | $273,000.00 | | $273,000.00 | 100.0% | | 9100.00 | | | |
| 45 | SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TF | 89 | $ 150.00 | STA | $13,350.00 | 89.00 | $13,350.00 | | $13,350.00 | 100.0% | | 89.00 | | | |
| 46 | REMOVAL OF SIDEWALK | 25 | $ 15.00 | SY | $375.00 | 25.00 | $375.00 | | $375.00 | 100.0% | | 25.00 | | | |
| 47* | SIDEWALK, P.C. CONCRETE, 4 IN | 247 | $ 30.00 | SY | $7,410.00 | 247.00 | $7,410.00 | | $7,410.00 | 100.0% | | 247.00 | | | |
| 48 | SIDEWALK, P.C. CONCRETE, 6 IN | 480 | $ 36.00 | SY | $17,280.00 | 480.00 | $17,280.00 | | $17,280.00 | 100.0% | | 480.00 | | | |
| 49* | DETECTABLE WARNINGS | 588 | $ 20.00 | SF | $11,760.00 | 588.00 | $11,760.00 | | $11,760.00 | 100.0% | | 588.00 | | | |
| 50 | DRIVEWAY, P.C. CONCRETE, 6 IN | 2200 | $ 36.00 | SY | $79,200.00 | 2200.00 | $79,200.00 | | $79,200.00 | 100.0% | | 2200.00 | | | |
| 51 | REMOVAL OF PAVED DRIVEWAY | 1200 | $ 8.00 | SY | $9,600.00 | 1200.00 | $9,600.00 | | $9,600.00 | 100.0% | | 1200.00 | | | |
| 52 | FENCE, TEMPORARY | 70 | $ 7.00 | LF | $490.00 | 70.00 | $490.00 | | $490.00 | 100.0% | | 70.00 | | | |

## Progress Estimate

## Contractor's Application

For (contract) **City of Johnston - NW Beaver Drive Trail**

Application Number: **RETAINER RELEASE**

Application Pe Till 2/29/16

Application Date: **March 9, 2016**

| A | | | | | | B | C | D | E | F | | | G | H | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | | | | | | | | | | | | | | | |
| Bid Item No. | Description | Bid Quantity | Unit Price | | Unit | Bid Value | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F) B | Balance to Finish (B - F) | From Prev. Application (column C) | Quantity Installed This Period (C-G) | Amount Earned This Period | Amount Paid (95%) This Period |
| 53 | REMOVAL OF FENCE | 70 | $ 3.50 | | LF | $245.00 | 70.00 | $245.00 | | $245.00 | 100.0% | | 70.00 | | | |
| 54* | PERFORATED SQUARE STEEL TUBE POST | 128.5 | $ 22.00 | | LF | $2,827.00 | 128.50 | $2,827.00 | | $2,827.00 | 100.0% | | 128.50 | | | |
| 55 | PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AW | 28 | $ 80.00 | | EA | $2,240.00 | 28.00 | $2,240.00 | | $2,240.00 | 100.0% | | 28.00 | | | |
| 56 | TYPE A SIGN, SHEET ALUMINUM | 180 | $ 16.00 | | SF | $2,880.00 | 180.00 | $2,880.00 | | $2,880.00 | 100.0% | | 180.00 | | | |
| 57* | CONSTRUCTION SURVEY | 1.0511 | $ 22,500.00 | | LS | $23,649.75 | 1.0511 | $23,649.75 | | $23,649.75 | 100.0% | | 1.0511 | | | |
| 58 | PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-B | 230 | $ 40.00 | | STA | $9,200.00 | 230.00 | $9,200.00 | | $9,200.00 | 100.0% | | 230.00 | | | |
| 59 | TRAFFIC CONTROL | 1 | $ 14,200.00 | | LS | $14,200.00 | 1.00 | $14,200.00 | | $14,200.00 | 100.0% | | 1.00 | | | |
| 60* | FLAGGERS | 23 | $ 350.00 | | EA | $8,050.00 | 23.00 | $8,050.00 | | $8,050.00 | 100.0% | | 23.00 | | | |
| 61* | CHANGEABLE MESSAGE SIGNS, PORTABLE | | $ 62.00 | | CDAY | | | | | | | | | | | |
| 62 | MOBILIZATION | 1 | $ 60,000.00 | | LS | $60,000.00 | 1.00 | $60,000.00 | | $60,000.00 | 100.0% | | 1.00 | | | |
| 63 | FIRE HYDRANT ASSEMBLY, SW-201 | 3 | $ 3,400.00 | | EA | $10,200.00 | 3.00 | $10,200.00 | | $10,200.00 | 100.0% | | 3.00 | | | |
| 64 | VALVE BOX EXTENSION | 3 | $ 550.00 | | EA | $1,650.00 | 3.00 | $1,650.00 | | $1,650.00 | 100.0% | | 3.00 | | | |
| 65 | VALVE BOX REPLACEMENT | 3 | $ 850.00 | | EA | $2,550.00 | 3.00 | $2,550.00 | | $2,550.00 | 100.0% | | 3.00 | | | |
| 66* | TUBULAR STYLE CHANNELIZER POST | 37 | $ 90.00 | | EA | $3,330.00 | 37.00 | $3,330.00 | | $3,330.00 | 100.0% | | 37.00 | | | |
| 67* | CONNECTION TO EXISTING STORM SEWER (SW-211 TYPE PC- | 7 | $ 850.00 | | EA | $5,950.00 | 7.00 | $5,950.00 | | $5,950.00 | 100.0% | | 7.00 | | | |
| 68* | FENCE, THREE RAIL CEDAR | 518 | $ 13.50 | | LF | $6,993.00 | 518.00 | $6,993.00 | | $6,993.00 | 100.0% | | 518.00 | | | |
| 69 | MULCHING | 4 | $ 800.00 | | ACRE | $3,200.00 | 4.00 | $3,200.00 | | $3,200.00 | 100.0% | | 4.00 | | | |
| 70 | SEEDING AND FERTILIZING (URBAN) | 4 | $ 1,200.00 | | ACRE | $4,800.00 | 4.00 | $4,800.00 | | $4,800.00 | 100.0% | | 4.00 | | | |
| 71 | SODDING | 20 | $ 120.00 | | SQ | $2,400.00 | 20.00 | $2,400.00 | | $2,400.00 | 100.0% | | 20.00 | | | |
| 72 | TURF REINFORCEMENT MAT, TYPE 1 | 8 | $ 85.00 | | SQ | $680.00 | 8.00 | $680.00 | | $680.00 | 100.0% | | 8.00 | | | |
| 73 | SILT FENCE | 5400 | $ 1.70 | | LF | $9,180.00 | 5400.00 | $9,180.00 | | $9,180.00 | 100.0% | | 5400.00 | | | |
| 74* | SILT FENCE FOR DITCH CHECKS | 500 | $ 2.00 | | LF | $1,000.00 | 500.00 | $1,000.00 | | $1,000.00 | 100.0% | | 500.00 | | | |
| 75* | REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS | 5900 | $ 0.10 | | LF | $590.00 | 5900.00 | $590.00 | | $590.00 | 100.0% | | 5900.00 | | | |
| 76* | MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHE | 5900 | $ 0.10 | | LF | $590.00 | 5900.00 | $590.00 | | $590.00 | 100.0% | | 5900.00 | | | |
| 77 | PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN DIA | 460 | $ 2.00 | | LF | $920.00 | 460.00 | $920.00 | | $920.00 | 100.0% | | 460.00 | | | |
| 78 | REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DE | 460 | $ 0.10 | | LF | $46.00 | 460.00 | $46.00 | | $46.00 | 100.0% | | 460.00 | | | |
| 79 | MOBILIZATIONS, EROSION CONTROL | 1 | $ 500.00 | | EA | $500.00 | 1.00 | $500.00 | | $500.00 | 100.0% | | 1.00 | | | |
| 80 | MOBILIZATIONS, EMERGENCY EROSION CONTROL | 1 | $ 1,250.00 | | EA | $1,250.00 | 1.00 | $1,250.00 | | $1,250.00 | 100.0% | | 1.00 | | | |
| | **CHANGE ORDER #1** | | | | | | | | | | | | | | | |
| | Subgrade stabilizing Material, Macadam Stone | 300 | $ 17.50 | | SY | $5,250.00 | 300.00 | $5,250.00 | | $5,250.00 | 100.0% | | 300.00 | | | |
| | Subgrade stabilizing Material, Polymer Grid | 300 | $ 3.00 | | SY | $900.00 | 300.00 | $900.00 | | $900.00 | 100.0% | | 300.00 | | | |
| | Pavement Replacement per IDOT Standards | 160 | $ 102.00 | | SY | $16,320.00 | 160.00 | $16,320.00 | | $16,320.00 | 100.0% | | 160.00 | | | |
| | Patch per count | 3 | $ 350.00 | | EA | $1,050.00 | 3.00 | $1,050.00 | | $1,050.00 | 100.0% | | 3.00 | | | |
| | Subgrade stabilizing Material, Polymer Grid | 300 | $ 3.00 | | SY | $900.00 | 300.00 | $900.00 | | $900.00 | 100.0% | | 300.00 | | | |
| | **CHANGE ORDER #2** | | | | | | | | | | | | | | | |
| | Work at Jeff Johnson property | 1 | $ 1,295.00 | | LS | $1,295.00 | 1.00 | $1,295.00 | | $1,295.00 | 100.0% | | 1.00 | | | |
| | **CHANGE ORDER #3** | | | | | | | | | | | | | | | |
| | Balanced quantities to reflect actual constructed project quantities. | | | | | | | | | | | | | | | |
| | Items modified denoted with an *. See change order #3 for | | | | | | | | | | | | | | | |
| | full breakdown. | | | | | | | | | | | | | | | |
| | ** Item was not tracked with a change order initially so was added change order #3 | | | | | | | | | | | | | | | |
| | **Totals** | | | | | $1,492,255.75 | | $1,492,255.75 | | $1,492,255.75 | 100.0% | | | | $ - | |

ITEM NO. 8G

Johnston

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18th, 2016 Meeting

| SUBJECT: Approve Payment Number 14 to MPS Engineers for $209.00 for the final phase of this construction work on the Beaver Drive Trail. | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>_X_ Approval<br>___ Receive/File<br>___ Attorney Review |
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| | |
|---|---|
| SYNOPSIS: | This is to approve Payment Number 14 to the Contractor for construction work on the Beaver Drive Trail. This work includes earthwork, clearing & grubbing, excavation, removal of pavement, removal of silt fence, mobilization & erosion control, culvert and storm sewer trenches reinforced, sidewalk and concrete work. This is the final payment for this phase of the project. |
| FISCAL IMPACT | Funds from #343.5.764.67616 |
| RECOMMENDATION: | Approve |

Motion by _____, seconded by _____, to approve Payment Number 14 for $209.00 to MPS Engineers for construction work as listed above on the Beaver Drive Trail.

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

# Contractor's Application for Payment No. 14-FINAL

| | | |
|---|---|---|
| | Application Period: Till 2/29/16 | Application Date: 3/9/2016 |
| To (Owner): City of Johnston | From (Contractor): MPS Engineers | Via (Engineer): Shive Hattery |
| Project: City of Johnston - NW Beaver Drive Trail | Contract: General Contract | |
| Owner's Contract No.: 412401-0 | Contractor's Project No.: 2014-012 | Engineer's Project No.: 412401-0 |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| 1 | $24,420.00 | |
| 2 | $1,295.00 | |
| 3 | $6,051.75 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | $31,766.75 | |
| NET CHANGE BY CHANGE ORDERS | $31,766.75 | |

| | | | |
|---|---|---|---|
| 1. ORIGINAL CONTRACT PRICE | | | $1,460,489.00 |
| 2. Net change by Change Orders | | | $31,766.75 |
| 3. Current Contract Price (Line 1 ± 2) | | | $1,492,255.75 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) | | | $1,492,255.75 |
| 5. RETAINAGE: | | | |
| a. 5% X | $1,492,255.75 | Work Completed | $74,612.79 |
| b. 5% X | | Stored Material | |
| c. Total Retainage (Line 5a + Line 5b) | | | $74,612.79 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | | | $1,417,642.96 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | | | $1,417,433.96 |
| 8. AMOUNT DUE THIS APPLICATION | | | $209.00 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) | | | $74,612.79 |

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| By: | Date: |
|---|---|
| | |

Payment of: $ $209.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) 4/1/16 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

## Progress Estimate

## Contractor's Application

For (contract) City of Johnston - NW Beaver Drive Trail

Application Number: **14-FINAL**

Application Pe Till 2/29/16

Application Date: March 9, 2016

| A | | | | | B | C | D | E | F | | | G | H | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | | | | | | | | | | | | | | |
| Bid Item No. | Description | Bid Quantity | Unit Price | Unit | Bid Value | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F) B | Balance to Finish (B - F) | From Prev. Application (column C) | Quantity Installed This Period (C-G) | Amount Earned This Period | Amount Paid (95%) This Period |
| 1 | CLEARING AND GRUBBING | 3 | $ 6,500.00 | ACRE | $19,500.00 | 3.00 | $19,500.00 | | $19,500.00 | 100.0% | | 3.00 | | | |
| 2* | SPECIAL BACKFILL | 110 | $ 2.00 | CY | $220.00 | 110.00 | $220.00 | | $220.00 | 100.0% | | 110.00 | | | |
| 3 | EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED | 13000 | $ 18.00 | CY | $234,000.00 | 13000.00 | $234,000.00 | | $234,000.00 | 100.0% | | 13000.00 | | | |
| 4 | EXCAVATION, CLASS 10, ROADWAY AND BORROW | 600 | $ 48.00 | CY | $28,800.00 | 600.00 | $28,800.00 | | $28,800.00 | 100.0% | | 600.00 | | | |
| 5* | EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIA | 210 | $ 2.00 | CY | $420.00 | 210.00 | $420.00 | | $420.00 | 100.0% | | 210.00 | | | |
| 6 | OBLITERATE OLD ROADBED | 25 | $ 400.00 | STA | $10,000.00 | 25.00 | $10,000.00 | | $10,000.00 | 100.0% | | 25.00 | | | |
| 7 | TOPSOIL, STRIP, SALVAGE AND SPREAD | 2500 | $ 8.00 | CY | $20,000.00 | 2500.00 | $20,000.00 | | $20,000.00 | 100.0% | | 2500.00 | | | |
| 8 | COMPACTION WITH MOISTURE AND DENSITY CONTROL | 750 | $ 12.00 | CY | $9,000.00 | 750.00 | $9,000.00 | | $9,000.00 | 100.0% | | 750.00 | | | |
| 9 | SPECIAL COMPACTION OF SUBGRADE | 25 | $ 60.00 | STA | $1,500.00 | 25.00 | $1,500.00 | | $1,500.00 | 100.0% | | 25.00 | | | |
| 10 | MODIFIED SUBBASE CY STD | 2400 | $ 16.00 | CY | $38,400.00 | 2400.00 | $38,400.00 | | $38,400.00 | 100.0% | | 2400.00 | | | |
| 11 | TRENCHING AND RESHAPING | 12 | $ 800.00 | STA | $9,600.00 | 12.00 | $9,600.00 | | $9,600.00 | 100.0% | | 12.00 | | | |
| 12 | SHOULDER CONSTRUCTION, EARTH | 203 | $ 60.00 | STA | $12,180.00 | 203.00 | $12,180.00 | | $12,180.00 | 100.0% | | 203.00 | | | |
| 13 | RELOCATION OF MAILBOXES | 11 | $ 175.00 | EA | $1,925.00 | 11.00 | $1,925.00 | | $1,925.00 | 100.0% | | 11.00 | | | |
| 14* | PAVEMENT SCARIFICATION | | $ 2.50 | SY | | | | | | | | | | | |
| 14A** | BUTT JOINTS AND ADDITIONAL SUBBASE PLACEMENT | 1 | $ 15,000.00 | LS | $15,000.00 | 1.00 | $15,000.00 | | $15,000.00 | 100.0% | | 1.00 | | | |
| 15 | MEDIAN, DOWELLED P.C. CONCRETE, AS PER PLAN | 410 | $ 72.00 | SY | $29,520.00 | 410.00 | $29,520.00 | | $29,520.00 | 100.0% | | 410.00 | | | |
| 16 | HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), BASE COURSE, | 2500 | $ 36.00 | SY | $90,000.00 | 2500.00 | $90,000.00 | | $90,000.00 | 100.0% | | 2500.00 | | | |
| 17 | HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), INTERMEDIATE | 8500 | $ 10.00 | SY | $85,000.00 | 8500.00 | $85,000.00 | | $85,000.00 | 100.0% | | 8500.00 | | | |
| 18* | ASPHALT | 8500 | $ 8.00 | SY | $68,000.00 | 8500.00 | $68,000.00 | | $68,000.00 | 100.0% | | 8500.00 | | | |
| 19 | HOT MIX ASPHALT PAVEMENT SAMPLES | 1 | $ 3,500.00 | EA | $3,500.00 | 1.00 | $3,500.00 | | $3,500.00 | 100.0% | | 1.00 | | | |
| 20 | SURFACING, DRIVEWAY | 52 | $ 68.00 | SY | $3,536.00 | 52.00 | $3,536.00 | | $3,536.00 | 100.0% | | 52.00 | | | |
| 21 | REMOVALS OF EXISTING STRUCTURES | 1 | $ 6,400.00 | LS | $6,400.00 | 1.00 | $6,400.00 | | $6,400.00 | 100.0% | | 1.00 | | | |
| 22 | REMOVALS, AS PER PLAN | 1 | $ 7,500.00 | LS | $7,500.00 | 1.00 | $7,500.00 | | $7,500.00 | 100.0% | | 1.00 | | | |
| 23* | APRON, CONCRETE, 15 IN DIA | 40 | $ 950.00 | EA | $38,000.00 | 40.00 | $38,000.00 | | $38,000.00 | 100.0% | | 40.00 | | | |
| 24 | APRONS, CONCRETE, 18 IN DIA | 3 | $ 1,500.00 | EA | $4,500.00 | 3.00 | $4,500.00 | | $4,500.00 | 100.0% | | 3.00 | | | |
| 25* | APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETE | 3 | $ 2,500.00 | LF | $7,500.00 | 3.00 | $7,500.00 | | $7,500.00 | 100.0% | | 3.00 | | | |
| 26 | CULVERT, CONCRETE ENTRANCE PIPE, 15 IN DIA | 880 | $ 46.00 | LF | $40,480.00 | 880.00 | $40,480.00 | | $40,480.00 | 100.0% | | 880.00 | | | |
| 27 | CULVERT, CONCRETE ENTRANCE PIPE 18 IN DIA | 40 | $ 60.00 | LF | $2,400.00 | 40.00 | $2,400.00 | | $2,400.00 | 100.0% | | 40.00 | | | |
| 28 | CULVERT, 2000D LOW CLEARANCE CONCRETE ENTRANCE PIP | 30 | $ 125.00 | LF | $3,750.00 | 30.00 | $3,750.00 | | $3,750.00 | 100.0% | | 30.00 | | | |
| 29 | CULVERT, 3000D ROADWAY PIPE, 15 IN DIA | 100 | $ 46.00 | LF | $4,600.00 | 100.00 | $4,600.00 | | $4,600.00 | 100.0% | | 100.00 | | | |
| 30* | MODULAR BLOCK RETAINING WALL | 82 | $ 48.00 | SF | $3,936.00 | 82.00 | $3,936.00 | | $3,936.00 | 100.0% | | 82.00 | | | |
| 31 | INTAKE, SW-512, 24 IN | 3 | $ 2,500.00 | EA | $7,500.00 | 3.00 | $7,500.00 | | $7,500.00 | 100.0% | | 3.00 | | | |
| 32 | CONNECTION TO EXISTING INTAKE | 1 | $ 1,500.00 | EA | $1,500.00 | 1.00 | $1,500.00 | | $1,500.00 | 100.0% | | 1.00 | | | |
| 33 | STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CON | 80 | $ 46.00 | LF | $3,680.00 | 80.00 | $3,680.00 | | $3,680.00 | 100.0% | | 80.00 | | | |
| 34 | STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CON | 30 | $ 60.00 | LF | $1,800.00 | 30.00 | $1,800.00 | | $1,800.00 | 100.0% | | 30.00 | | | |
| 35* | REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN | 488 | $ 22.00 | LF | $10,736.00 | 488.00 | $10,736.00 | | $10,736.00 | 100.0% | | 488.00 | | | |
| 36 | STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN C | 90 | $ 22.00 | LF | $1,980.00 | 90.00 | $1,980.00 | | $1,980.00 | 100.0% | | 90.00 | | | |
| 37 | SEWAGE AIR RELEASE VALVE AND PIT | 2 | $ 1,250.00 | EA | $2,500.00 | 2.00 | $2,500.00 | | $2,500.00 | 100.0% | | 2.00 | | | |
| 38 | SANITARY SEWER CLEANOUT | 22 | $ 400.00 | EA | $8,800.00 | 22.00 | $8,800.00 | | $8,800.00 | 100.0% | | 22.00 | | | |
| 39* | REVETMENT, CLASS D | 87 | $ 64.00 | TON | $5,568.00 | 87.00 | $5,568.00 | | $5,568.00 | 100.0% | | 87.00 | | | |
| 40 | EROSION STONE | 18 | $ 48.00 | TON | $864.00 | 18.00 | $864.00 | | $864.00 | 100.0% | | 18.00 | | | |
| 41* | REMOVAL OF PAVEMENT | 460 | $ 16.00 | SY | $7,360.00 | 460.00 | $7,360.00 | | $7,360.00 | 100.0% | | 460.00 | | | |
| 42 | REMOVAL OF INTAKES AND UTILITY ACCESSES | 2 | $ 1,000.00 | EA | $2,000.00 | 2.00 | $2,000.00 | | $2,000.00 | 100.0% | | 2.00 | | | |
| 43 | RECREATIONAL TRAIL, HMA, 5" | 430 | $ 50.00 | SY | $21,500.00 | 430.00 | $21,500.00 | | $21,500.00 | 100.0% | | 430.00 | | | |
| 44 | RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN | 9100 | $ 30.00 | SY | $273,000.00 | 9100.00 | $273,000.00 | | $273,000.00 | 100.0% | | 9100.00 | | | |
| 45 | SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TF | 89 | $ 150.00 | STA | $13,350.00 | 89.00 | $13,350.00 | | $13,350.00 | 100.0% | | 89.00 | | | |
| 46 | REMOVAL OF SIDEWALK | 25 | $ 15.00 | SY | $375.00 | 25.00 | $375.00 | | $375.00 | 100.0% | | 25.00 | | | |
| 47* | SIDEWALK, P.C. CONCRETE, 4 IN | 247 | $ 30.00 | SY | $7,410.00 | 247.00 | $7,410.00 | | $7,410.00 | 100.0% | | 247.00 | | | |
| 48 | SIDEWALK, P.C. CONCRETE, 6 IN | 480 | $ 36.00 | SY | $17,280.00 | 480.00 | $17,280.00 | | $17,280.00 | 100.0% | | 480.00 | | | |
| 49* | DETECTABLE WARNINGS | 588 | $ 20.00 | SF | $11,760.00 | 588.00 | $11,760.00 | | $11,760.00 | 100.0% | | 588.00 | | | |
| 50 | DRIVEWAY, P.C. CONCRETE, 6 IN | 2200 | $ 36.00 | SY | $79,200.00 | 2200.00 | $79,200.00 | | $79,200.00 | 100.0% | | 2200.00 | | | |
| 51 | REMOVAL OF PAVED DRIVEWAY | 1200 | $ 8.00 | SY | $9,600.00 | 1200.00 | $9,600.00 | | $9,600.00 | 100.0% | | 1200.00 | | | |
| 52 | FENCE, TEMPORARY | 70 | $ 7.00 | LF | $490.00 | 70.00 | $490.00 | | $490.00 | 100.0% | | 70.00 | | | |

## Progress Estimate

## Contractor's Application

For (contract) City of Johnston - NW Beaver Drive Trail

Application Number: **14-FINAL**

Application Pe Till 2/29/16

Application Date: March 9, 2016

| A | | | | | B | C | D | E | F | | | G | H | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | | | | | | | | | | | | | | |
| Bid Item No. | Description | Bid Quantity | Unit Price | Unit | Bid Value | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F) B | Balance to Finish (B - F) | From Prev. Application (column C) | Quantity Installed This Period (C-G) | Amount Earned This Period | Amount Paid (95%) This Period |
| 53 | REMOVAL OF FENCE | 70 | $ 3.50 | LF | $245.00 | 70.00 | $245.00 | | $245.00 | 100.0% | | 70.00 | | | |
| 54* | PERFORATED SQUARE STEEL TUBE POST | 128.5 | $ 22.00 | LF | $2,827.00 | 128.50 | $2,827.00 | | $2,827.00 | 100.0% | | 128.50 | | | |
| 55 | PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AV | 28 | $ 80.00 | EA | $2,240.00 | 28.00 | $2,240.00 | | $2,240.00 | 100.0% | | 28.00 | | | |
| 56 | TYPE A SIGN, SHEET ALUMINUM | 180 | $ 16.00 | SF | $2,880.00 | 180.00 | $2,880.00 | | $2,880.00 | 100.0% | | 180.00 | | | |
| 57* | CONSTRUCTION SURVEY | 1.0511 | $ 22,500.00 | LS | $23,649.75 | 1.0511 | $23,649.75 | | $23,649.75 | 100.0% | | 1.0511 | | | |
| 58 | PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-B | 230 | $ 40.00 | STA | $9,200.00 | 230.00 | $9,200.00 | | $9,200.00 | 100.0% | | 230.00 | | | |
| 59 | TRAFFIC CONTROL | 1 | $ 14,200.00 | LS | $14,200.00 | 1.00 | $14,200.00 | | $14,200.00 | 100.0% | | 1.00 | | | |
| 60* | FLAGGERS | 23 | $ 350.00 | EA | $8,050.00 | 23.00 | $8,050.00 | | $8,050.00 | 100.0% | | 23.00 | | | |
| 61* | CHANGEABLE MESSAGE SIGNS, PORTABLE | | $ 62.00 | CDAY | | | | | | | | | | | |
| 62 | MOBILIZATION | 1 | $ 60,000.00 | LS | $60,000.00 | 1.00 | $60,000.00 | | $60,000.00 | 100.0% | | 1.00 | | | |
| 63 | FIRE HYDRANT ASSEMBLY, SW-201 | 3 | $ 3,400.00 | EA | $10,200.00 | 3.00 | $10,200.00 | | $10,200.00 | 100.0% | | 3.00 | | | |
| 64 | VALVE BOX EXTENSION | 3 | $ 550.00 | EA | $1,650.00 | 3.00 | $1,650.00 | | $1,650.00 | 100.0% | | 3.00 | | | |
| 65 | VALVE BOX REPLACEMENT | 3 | $ 850.00 | EA | $2,550.00 | 3.00 | $2,550.00 | | $2,550.00 | 100.0% | | 3.00 | | | |
| 66* | TUBULAR STYLE CHANNELIZER POST | 37 | $ 90.00 | EA | $3,330.00 | 37.00 | $3,330.00 | | $3,330.00 | 100.0% | | 37.00 | | | |
| 67* | CONNECTION TO EXISTING STORM SEWER (SW-211 TYPE PC- | 7 | $ 850.00 | EA | $5,950.00 | 7.00 | $5,950.00 | | $5,950.00 | 100.0% | | 7.00 | | | |
| 68* | FENCE, THREE RAIL CEDAR | 518 | $ 13.50 | LF | $6,993.00 | 518.00 | $6,993.00 | | $6,993.00 | 100.0% | | 518.00 | | | |
| 69 | MULCHING | 4 | $ 800.00 | ACRE | $3,200.00 | 4.00 | $3,200.00 | | $3,200.00 | 100.0% | | 4.00 | | | |
| 70 | SEEDING AND FERTILIZING (URBAN) | 4 | $ 1,200.00 | ACRE | $4,800.00 | 4.00 | $4,800.00 | | $4,800.00 | 100.0% | | 4.00 | | | |
| 71 | SODDING | 20 | $ 120.00 | SQ | $2,400.00 | 20.00 | $2,400.00 | | $2,400.00 | 100.0% | | 20.00 | | | |
| 72 | TURF REINFORCEMENT MAT, TYPE 1 | 8 | $ 85.00 | SQ | $680.00 | 8.00 | $680.00 | | $680.00 | 100.0% | | 8.00 | | | |
| 73 | SILT FENCE | 5400 | $ 1.70 | LF | $9,180.00 | 5400.00 | $9,180.00 | | $9,180.00 | 100.0% | | 5400.00 | | | |
| 74* | SILT FENCE FOR DITCH CHECKS | 500 | $ 2.00 | LF | $1,000.00 | 500.00 | $1,000.00 | | $1,000.00 | 100.0% | | 400.00 | 100.00 | $200.00 | $190.00 |
| 75* | REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS | 5900 | $ 0.10 | LF | $590.00 | 5900.00 | $590.00 | | $590.00 | 100.0% | | 5800.00 | 100.00 | $10.00 | $9.50 |
| 76* | MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHI | 5900 | $ 0.10 | LF | $590.00 | 5900.00 | $590.00 | | $590.00 | 100.0% | | 5800.00 | 100.00 | $10.00 | $9.50 |
| 77 | PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN DIA | 460 | $ 2.00 | LF | $920.00 | 460.00 | $920.00 | | $920.00 | 100.0% | | 460.00 | | | |
| 78 | REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DE | 460 | $ 0.10 | LF | $46.00 | 460.00 | $46.00 | | $46.00 | 100.0% | | 460.00 | | | |
| 79 | MOBILIZATIONS, EROSION CONTROL | 1 | $ 500.00 | EA | $500.00 | 1.00 | $500.00 | | $500.00 | 100.0% | | 1.00 | | | |
| 80 | MOBILIZATIONS, EMERGENCY EROSION CONTROL | 1 | $ 1,250.00 | EA | $1,250.00 | 1.00 | $1,250.00 | | $1,250.00 | 100.0% | | 1.00 | | | |
| | CHANGE ORDER #1 | | | | | | | | | | | | | | |
| | Subgrade stabilizing Material, Macadam Stone | 300 | $ 17.50 | SY | $5,250.00 | 300.00 | $5,250.00 | | $5,250.00 | 100.0% | | 300.00 | | | |
| | Subgrade stabilizing Material, Polymer Grid | 300 | $ 3.00 | SY | $900.00 | 300.00 | $900.00 | | $900.00 | 100.0% | | 300.00 | | | |
| | Pavement Replacement per IDOT Standards | 160 | $ 102.00 | SY | $16,320.00 | 160.00 | $16,320.00 | | $16,320.00 | 100.0% | | 160.00 | | | |
| | Patch per count | 3 | $ 350.00 | EA | $1,050.00 | 3.00 | $1,050.00 | | $1,050.00 | 100.0% | | 3.00 | | | |
| | Subgrade stabilizing Material, Polymer Grid | 300 | $ 3.00 | SY | $900.00 | 300.00 | $900.00 | | $900.00 | 100.0% | | 300.00 | | | |
| | CHANGE ORDER #2 | | | | | | | | | | | | | | |
| | Work at Jeff Johnson property | 1 | $ 1,295.00 | LS | $1,295.00 | 1.00 | $1,295.00 | | $1,295.00 | 100.0% | | 1.00 | | | |
| | CHANGE ORDER #3 | | | | | | | | | | | | | | |
| | Balanced quantities to reflect actual constructed project quantities. | | | | | | | | | | | | | | |
| | Items modified denoted with an *. See change order #3 for full breakdown. | | | | | | | | | | | | | | |
| | ** Item was not tracked with a change order initially so was added change order #3 | | | | | | | | | | | | | | |
| | Totals | | | | $1,492,255.75 | | $1,492,255.75 | | $1,492,255.75 | 100.0% | | | | $ 220.00 | $209.00 |

ITEM NO. 84

Johnston
PARKS DEPARTMENT

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18th, 2016 Meeting

| SUBJECT: Approve Purchase Order #15-751 to Palos Sports, Inc. for $13,047.86 for new soccer goals for Park Areas. | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | The Parks Department is purchasing 5 Classic 4" pairs of Soccer Goals for Dewey Park and for the new soccer fields at the West Fire Station. |
| FISCAL IMPACT | Funds will be paid from the following Park & Trail Improvement Funds.<br>$7828.71 from 318.5.764.67315<br>$2609.57 from 318.5.764.67311<br>$2609.58 from 318.5.764.67312 |
| RECOMMENDATION: | Approve |

Motion by _____, seconded by _____, to approve PO # 15-751 to Palos Sports, Inc. for $13,047.86.

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

Palos Sports, Inc.
11711 S. Austin Avenue
Alsip, IL 60803

708-396-2555
Fax: 708-396-2563
www.palossports.com

# QUOTE

| Order # | Ack Date | Inside Rep |
|---|---|---|
| 226712-00 | 03/31/16 | 3 |
| PO # | Page # | Outside Rep |
| | 1 | 3 |
| Instructions | | Taken By |
| | | jess |

| Bill To: 327508 | City of Johnston<br>Accounts Payable<br>6221 Merle Hay Road<br>Johnston, IA 50131 |
|---|---|

| Ship To: | Johnston Park & Recreation<br>Kari Allen<br>6400 NW Beaver Drive<br>Johnston, IA 50131 |
|---|---|

| Terms | Ship Point | Ship Via | Shipped |
|---|---|---|---|
| Net 30 | Palos Sports, Inc. | UPS Freight | |

| Line # | Product and Description | Quantity Ordered | Quantity BO | Quantity Shipped | Quantity U/M | Unit Price | Ext. Price |
|---|---|---|---|---|---|---|---|
| 1 | **50827**<br>T50827-Classic 4" Square Soccer Goal Pair @ | 5 | | 5 | Pair | 2477.43 | **12387.15** |
| 2 | **12***<br>**IMPORTANT INFORMATION REGARDING YOUR QUOTE**<br>-Quote is valid for 30 days.<br>-Freight quoted includes tailgate delivery ONLY.<br>-Customer is responsible for unloading shipment from truck during delivery.<br>-Should liftgate and/or inside delivery be needed, please contact a representative for a revised quote to include these services.<br>-Upon delivery, all damages or shortages MUST be noted on the Bill of Lading. Failure to do so will forfeit any possibility of filing a claim with the trucking company to replace the damaged shipment. Please call Palos Sports if at any point you have questions during delivery before the driver leaves. | 1 | | 1 | each | 0.00 | **0.00** |

| | | | | | |
|---|---|---|---|---|---|
| **2** | **Lines Total** | ***Qty Shipped Total*** | ***6*** | ***Total*** | **12387.15** |
| | | | | ***Freight Out*** | **660.71** |
| | | | | ***Invoice Total*** | **13047.86** |

**Customer Copy**

**... Last Page**

# Quote

Anthem Sports, LLC
2 Extrusion Dr.
Pawcatuck, CT 06379

| Phone | Fax |
|---|---|
| 800-688-6709 | 860-599-8448 |
| www.anthem-sports.com | |

| Date | Quote # |
|---|---|
| 3/28/16 | 38291 |

| Quote for: |
|---|
| City of Johnston Parks<br>Kari Allen<br>6400 NW Beaver Dr<br>Johnston, IA 50131 |

| Ship To |
|---|
| City of Johnston Parks<br>Kari Allen<br>6400 NW Beaver Dr<br>Johnston, IA 50131 |

| P.O. No. | Terms | Rep |
|---|---|---|
| | Net 30 | WS |

| Anthem Part # | Description | Qty | U/M | Cost | Total |
|---|---|---|---|---|---|
| A11-122 | Jaypro SGP-760PKG, Soccer Goal Package | 5 | pkg | 2,429.95 | 12,149.75 |
| 1 | Shipping & Handling | | | 1,142.97 | 1,142.97 |

| | |
|---|---|
| **Subtotal** | $13,292.72 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $13,292.72 |

Quote is valid for 30 days unless otherwise specified.

TOLEDO PHYSICAL EDUCATION SUPPLY
5101 Advantage Dr.
Toledo, OH 43612
Phone (800) 225-7749

# QUOTE

| UPC VENDOR | QUOTE DATE | ORDER NO. |
|---|---|---|
| | 03/29/16 | 219328-0( |
| | P.O. NO. | PAGE # |
| | | 1 |

CUST.#: 137721

SHIP TO: City of Johnston Parks
Attn: Kari Allen
6400 NW Beaver Dr
Johnston, IA 50131

CORRESPONDENCE TO:

BILL TO: City of Johnston Parks
Attn: Accts Pay
6400 NW Beaver Dr
Johnston, IA 50131

| INSTRUCTIONS | TERMS |
|---|---|
| | Net 30 Days |
| SHIP POINT | SHIP VIA / SHIPPED |
| | FedEx Gnd. |

| LINE NO. | PRODUCT AND DESCRIPTION | QUANTITY ORDERED | QUANTITY B.O. | QTY. SHIPPED | QTY. U/M | UNIT PRICE | AMOUNT (NET) |
|---|---|---|---|---|---|---|---|
| 1 | ft-sgp760pk<br>Classic Official Sq. Soc cer Goal Package | 5 | | | st | 2975.99 | 14879.95 |

1 Lines Total

| | |
|---|---|
| Total | 14879.95 |
| Order Discount | 1785.59 |
| Motor Frt | 1028.00 |
| Invoice Total | 14122.36 |

Last Page

Last Page

ITEM NO. 8I

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Monday, April 18, 2016

Johnston COMMUNITY DEVELOPMENT

| | |
|---|---|
| SUBJECT: Consider re-approval of the final plat for Lithia Plat 1, subdividing 9.54 acres into two (2) commercial lots; Resolution 16-86. | **ACTION REQUIRED:**<br>___ Ordinance<br>_X_ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |

| | |
|---|---|
| SYNOPSIS: | The site plans for an addition to the Lithia Audi building and the construction of a 17,650 square foot new office building and showroom at 5200 Merle Hay Road were approved on October 21, 2013. The approval was subject to a replat of the subject properties to facilitate compliance with setback requirements and bulk regulations for the district. The applicant proposes to replat the affected properties into two commercial lots. This final plat was by the Council on July 6, 2015; however, the applicant failed to provide a lender's consent to plat and the final plat could not be recorded. **This action re-approves the final plat with no changes from the previous approval.** |
| RECOMMENDATION: | The Planning & Zoning Commission recommends approval of the final plat for Lithia Plat 1 subject to the following conditions:<br>1. The project shall conform to the requirements, standards and regulations of the City of Johnston.<br>2. Submission of all final plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting. |

Motion by _____, seconded by _____ to recommend approval of the Final Plat for Lithia Plat 1 (PZ Case 14-51).

Attachments:
Final Plat prepared by Bishop Engineering;
Comment Memo from City Staff dated January 20, 2015;
Comment Letter from Foth Infrastructure and Environment dated January 20, 2015;
Vicinity Map.

18

## RESOLUTION 16-86

## A RESOLUTION REAPPROVING THE FINAL PLAT FOR LITHIA PLAT 1

**WHEREAS,** the Planning & Zoning Commission has reviewed this request during its regular meeting on, February 9, 2015, and recommends approval of PZ Case No. 14-51, and

**WHEREAS,** the Johnston City Council approved the final plat on July 6, 2015; however, the plat was not recorded; and,

**WHEREAS,** the Final Plat meets the conditions recommended by the Planning & Zoning Commission.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA,** that, the Final Plat for Lithia Plat 1 in the City of Johnston, is hereby reapproved subject to recordation of the following documents.

1. Attorneys Title Opinion
2. Consent to Plat (Owner)
3. Consent to Plat (Mortgage Holder)
4. Ingress/Egress Access Easement
5. Stormwater Detention and Surface Flowage Easement
6. Sanitary Sewer Easement

**PASSED AND APPROVED** this 18th day of April, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

| | |
|---|---|
| APPLICANT: | Audi Des Moines<br>5200 Merle Hay Road<br>Johnston, IA 50131 |
| REPRESENTATIVE: | Bishop Engineering<br>3501 104th Street<br>Des Moines, IA 50322 |
| BACKGROUND & PRIOR APPROVALS: | PZ Case 85-16 approved the site plan submittal for the Aura automobile-Honda dealership. The dealership opened in November, 1986. The site plan shows the Merle Hay Road right-of-way line and the frontage road in the same place it is today.<br><br>PZ Case 93-28 approved the site plan submittal for Jordan Motors building additions. The new Infiniti dealership (3,370 s.f. building) a 1,450 s.f. addition to the existing building for a Volkswagen display area and a 3,980 s.f. addition for additional car service area. At the time, the ordinance allowed a 0-foot side yard setback.<br><br>PZ Case 96-31 (Res 96-170) approved a site plan for ABRA auto body, on the site adjacent and north of Jordan Motors. The applicant did not take further action and the project was not constructed.<br><br>PZ Case 00-18 Res 135 approved a site plan for a 6,300 s.f. addition to include 10 new service bays (increasing the building to 22,625 s.f.). Improvements included 28,000 s.f. of new pavement.<br><br>BOA Case 00-03 The site was not in compliance with the 15' parking setback requirement on MHR. A variance was requested and granted from the BOA.<br><br>PZ Case 01-32 Res 01-278 approved the site plan for Jordan Motors expansion at 5200 MHR. The remodel expanded the floor area by 455 s.f., and included a new façade and canopy and additional parking on north side of showroom.<br><br>P&Z Case 13-26 Res 13-212 approved the site plans for an addition to the Lithia Audi building and the construction of a 17,650 square foot new office building and showroom at 5200 Merle Hay Road (PZ 13-26) on October 21, 2013. |

RESIDENTIAL ZONING DISTRICT & BULK REGULATIONS:

This site is zoned C-3, Highway Commercial District with the following bulk requirements:

| Use | Lot Area | Lot Width | Front Yard Setback | Side Yard | Rear Yard Depth |
|---|---|---|---|---|---|
| C-3 | 20,000 s.f. | 100 feet | 30 feet | 10/20 feet | 35 feet |

The approved site plans do not meet the above-listed setback requirements. Specifically, the proposed south building is depicted to be constructed over the lot line of two remnant parcels. In such a scenario, the proposed building would not meet the side yard setback requirements. Staff recommended City Council approval subject to a condition for approval requiring the applicant to replat the affected lots into one legally platted lot.

TRAFFIC ACCESS & CIRCULATION:

The site utilizes both a right-in/right-out and full access intersection at Merle Hay Road. An ingress/egress access easement will be filed with the final plat to allow cross-access between the two proposed lots.

SIDEWALKS:

An existing five-foot sidewalk is shown along Merle Hay Road.

BUFFERS:

No buffers are required

PUBLIC UTILITIES:

Water: A 6" connection to the city's main within the Merle Hay Road serves the south building.

Sanitary Sewer: The site plans indicate an existing 8" sanitary sewer line serves the north building. The same sanitary sewer line crosses the common lot line to serve the south building. A private sanitary sewer easement is provided to accommodate the shared connection.

FLOODPLAIN:

Portions of the site are located in Zone X and Zone AE of the FEMA flood plain map. The floodplain limits are clearly indicated on page C3.1.. A portion of the building and rear parking lot are located within the 100 year flood plain.

DRAINAGE:

The site generally drains to the west. Stormwater on site discharges at three point sources. The southeast drainage area flows to new onsite storm intakes located near the entrance drive in the southeast corner of the site. The new intakes connect to the public storm sewer in Merle Hay Road which discharges into Beaver Creek.

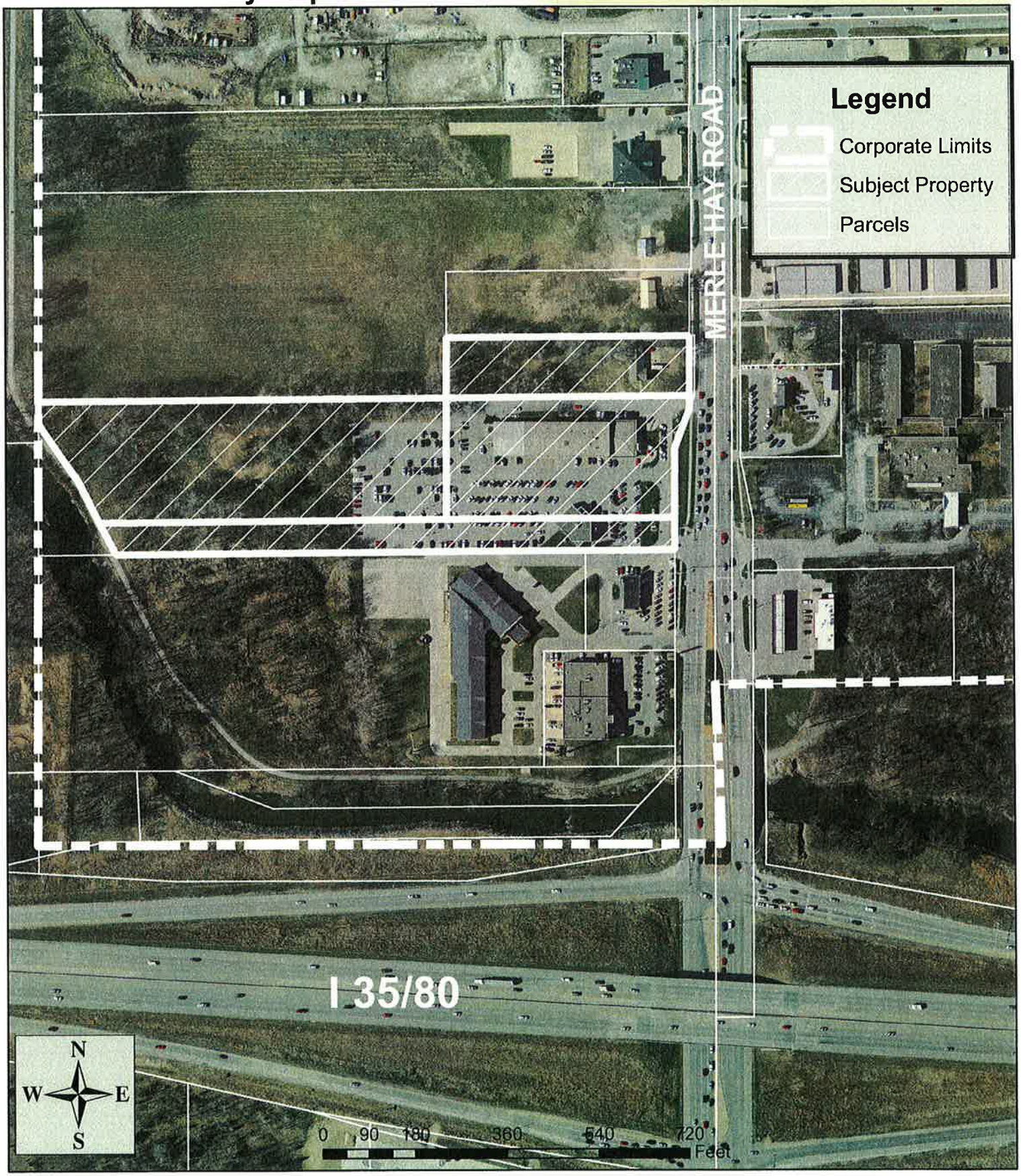
The southwest drainage area sheet flows to the southwest across the site thru an existing wooded area and eventually into Beaver Creek. ''The northern drainage area sheet flows to the west to a new onsite storm intake

| | |
|---|---|
| | which flows to a basin located near the southwest corner of the site. The new pavement addition to the west side of the existing parking lot sheet flows to the new basin as well. Stormwater from the new pond discharges along the southern property line into the existing wooded area and eventually flows into Beaver Creek.<br><br>Because the stormwater detention basin spans the shared lot line between lots 1 and 2, an overland flowage and stormwater detention easement is required. |
| CONSULTANT COMMENTS: | Foth Infrastructure & Environment, LLC has reviewed the plat and offered comments in their January 20, 2015 review letter. |
| PLAT SUMMARY: | Lots: 2<br>Area: 9.54 Acres<br>Area of Streets: NA<br>Net Area in Lots 9.54 Acres<br>Length of Street: NA<br>Length of Public Sewer Main: NA<br>Length of Public Water Main: NA<br>Length of Public Storm Sewer: NA |

| | |
|---|---|
| FINAL DOCUMENTATION: | The following documentation shall be submitted and will be recorded with the Final Plat:<br><br>1. Attorney's Title Opinion<br>2. Polk County Treasurer's Tax Certificate<br>3. Consent to Plat (Owner)<br>4. Lenders consent to Plat (if mortgage on the property)<br>5. Easement documents:<br>a. Sanitary Sewer (private)<br>b. Ingress/egress access<br>c. Detention Basin easement (private) |

# Lithia Audi New Dealership Facility
# Vicinity Map

Johnston
Living • Learning • Growing

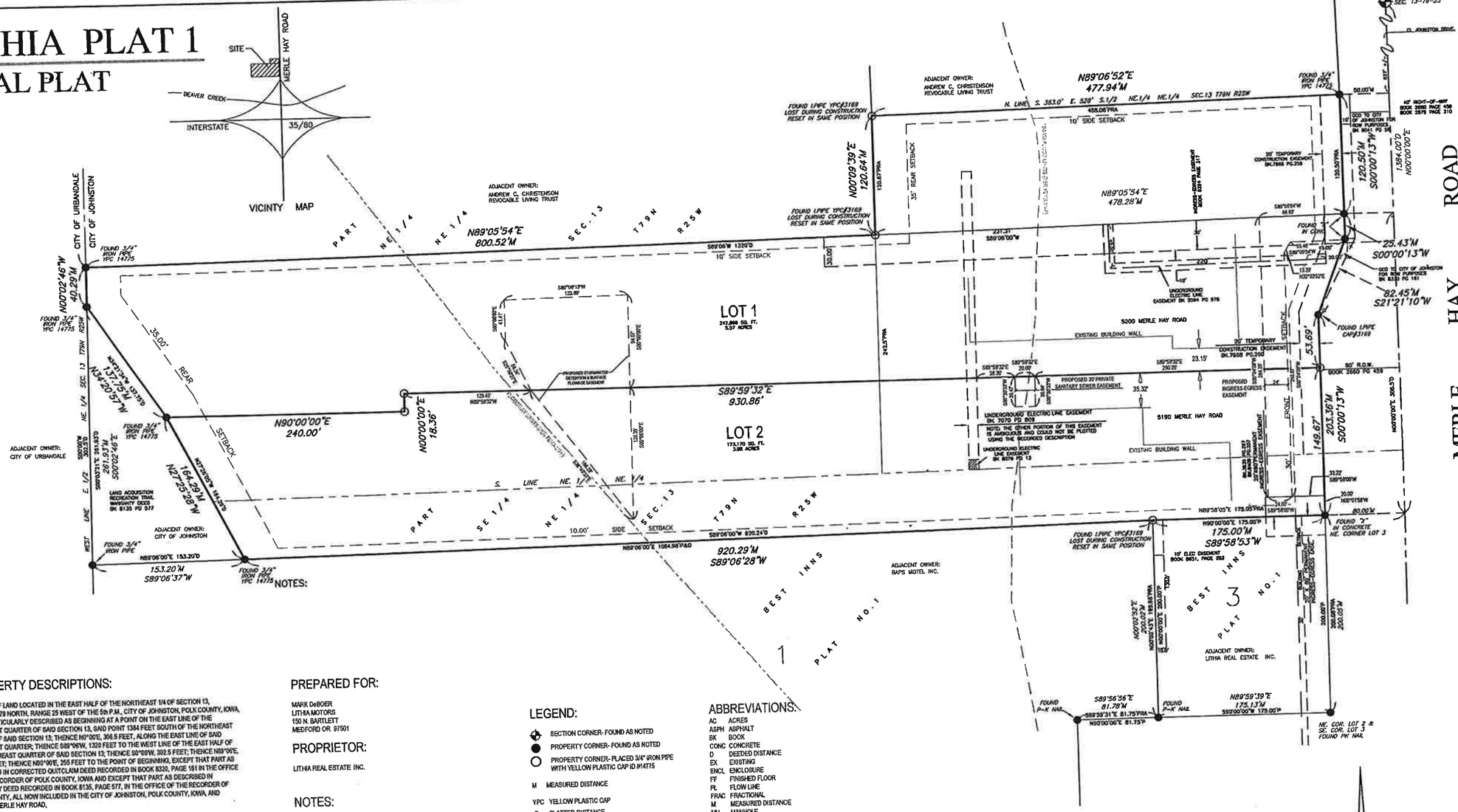



Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

# LITHIA PLAT 1

## FINAL PLAT




## PROPERTY DESCRIPTIONS:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF JOHNSTON, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT 1344 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 13; THENCE N0°00'E, 306.5 FEET, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE S89°06'W, 1320 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE S0°00'W, 302.5 FEET; THENCE N89°06'E, 1064.58 FEET; THENCE N90°00'E, 255 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART AS DESCRIBED IN CORRECTED QUITCLAIM DEED RECORDED IN BOOK 8320, PAGE 161 IN THE OFFICE OF THE RECORDER OF POLK COUNTY, IOWA AND EXCEPT THAT PART AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 8135, PAGE 577, IN THE OFFICE OF THE RECORDER OF POLK COUNTY, ALL NOW INCLUDED IN THE CITY OF JOHNSTON, POLK COUNTY, IOWA, AND EXCEPT MERLE HAY ROAD,

AND,

THE NORTH 129.5 FEET OF THE SOUTH 383.0 FEET OF THE EAST 528 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THAT PART AS DESCRIBED BY QUITCLAIM DEED RECORDED IN BOOK 8041, PAGE 58 IN THE OFFICE OF THE RECORDER OF POLK COUNTY, IN SECTION 13, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF JOHNSTON, POLK COUNTY, IOWA, SUBJECT TO HIGHWAY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3 BEST INNS PLAT No. 1, AN OFFICIAL PLAT JOHNSTON, POLK COUNTY, IOWA; THENCE S89°58'53"W ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 175.00 FEET TO THE NORTH WEST CORNER OF SAID LOT 3; THENCE S89°06'28"W ALONG THE NORTH LINE OF LOT 1 IN SAID BEST INNS PLAT No. 1, A DISTANCE OF 920.29 FEET; THENCE N27°25'28"W, A DISTANCE OF 164.29 FEET; THENCE N34°20'57"W, A DISTANCE OF 137.75 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N00°02'46"W ALONG THE WEST LINE OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 40.29 FEET; THENCE N89°05'54"E, A DISTANCE OF 800.52 FEET; THENCE N00°09'39"E, A DISTANCE OF 120.64 FEET; THENCE N89°06'52"E, A DISTANCE OF 477.94 FEET TO THE WEST RIGHT OF WAY LINE OF MERLE HAY ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE S00°00'13"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 145.93 FEET; THENCE S21°21'10"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 82.45 FEET; THENCE S00°00'13"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 203.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 9.54 ACRES.

## PREPARED FOR:

MARK DeBOER
LITHIA MOTORS
150 N. BARTLETT
MEDFORD OR 97501

## PROPRIETOR:

LITHIA REAL ESTATE INC.

## NOTES:

1. ALL LOT CORNERS HAVE BEEN MARKED WITH IRON PIPE UNLESS OTHERWISE NOTED. ALL PIPE HAVE BEEN MARKED WITH YELLOW PLASTIC IDENTIFICATION CAPS (#14775)
2. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 10,000 FEET. EACH LOT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000 FEET.
3. MINIMUM PROTECTION ELEVATION FOR LOTS 1 AND 2 IS 812.5 FEET NAVD 88.

## ZONING:

C-3 (HIGHWAY COMMERICAL)
MERLE HAY ROAD OVERLAY DISTRICT
BUILDING SETBACKS:
FRONT= THIRTY (30) FEET
SIDE= TEN (10) FEET
REAR= THIRTY-FIVE (35') FEET

BULK REGULATIONS:
MIN. LOT WIDTH: 100 FEET
MIN. LOT AREA: 20,000 SF
MAX. HEIGHT: 50 FEET
PARKING SETBACK: 15 FEET
ADJACENT TO PUBLIC RIGHT-OF-WAY
OTHERWISE 5 FEET

## LEGEND:

- SECTION CORNER- FOUND AS NOTED
- PROPERTY CORNER- FOUND AS NOTED
- PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775

M MEASURED DISTANCE
YPC YELLOW PLASTIC CAP
P PLATTED DISTANCE
D DEEDED DISTANCE
P.R.A. PREVIOUSLY RECORDED AS
R.O.W. RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

## ABBREVIATIONS:

| | |
|---|---|
| AC | ACRES |
| ASPH | ASPHALT |
| BK | BOOK |
| CONC | CONCRETE |
| D | DEEDED DISTANCE |
| EX | EXISTING |
| ENCL | ENCLOSURE |
| FF | FINISHED FLOOR |
| FL | FLOW LINE |
| FRAC | FRACTIONAL |
| M | MEASURED DISTANCE |
| MH | MANHOLE |
| OPC | ORANGE PLASTIC CAP |
| P | PLATTED DISTANCE |
| PG | PAGE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PRA | PREVIOUSLY RECORDED AS |
| PUE | PUBLIC UTILITY EASEMENT |
| ROW | RIGHT OF WAY |
| SF | SQUARE FEET |
| SAN | SANITARY |
| TYP | TYPICAL |
| YPC | YELLOW PLASTIC CAP |
| N | NORTH |
| S | SOUTH |
| E | EAST |
| W | WEST |

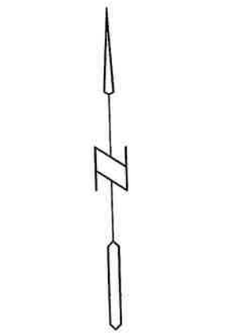
## FLOOD HAZARD CERTIFICATE:

THIS SITE IS LOCATED IN A ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD); ZONE X (AREAS OF THE 500 YEAR FLOOD OR AREAS OF THE 100 YEAR FLOOD WITH A AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH A DRAINAGE AREA THAT IS LESS THAN ONE SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM THE 100 YEAR FLOOD); AND ZONE AE (AREAS THAT ARE IN A FLOODWAY WHERE THE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED) ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) INSURED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF JOHNSTON, POLK COUNTY, IOWA. COMMUNITY PANEL NUMBER 190745 0006 D.
MAP REVISED JULY 19, 2000.

LICENSED PROFESSIONAL LAND SURVEYOR * LARRY D. HYLER, P.L.S. No. 14775 * IOWA

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

SIGNED: Larry D. Hyler DATE: 1-21-2016
LARRY D. HYLER, L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: ONE




Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-4467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

FINAL PLAT
LITHIA PLAT 1
JOHNSTON, IOWA

REFERENCE NUMBER: 070061 120384
DRAWN BY: LDH
CHECKED BY: LDH
REVISION DATE:
PROJECT NUMBER: 130122
SHEET NUMBER: 1 OF 1

M:\LAND PROJECTS\2012\120384\dwg\120384.dwg 10/19/2015 3:43:28 PM CST

ITEM NO 8J

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| SUBJECT: Consider Resolution No. 16-83 —A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>_x_ Approval MDE<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | Staff is requesting approval of Resolution No. 16-83 to acquire real estate interests and authorizing payments for Right of Way and Easements for the NW 57th Ave Improvements project. |
| RECOMMENDATION: | Approval of Resolution No. 16-83 A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Ave Improvements project. |

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

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

RESOLUTION NO. 16-83

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

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

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

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

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

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

PASSED AND APPROVED, this 18th day of April, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

**ACQUISITION SUMMARY** (April 11, 2016)

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

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

| Project Parcel No. | Property Address | Owner(s) | Mailing Address | Signed W-9 Fee Title ROW | Permanent ROW (SF) | Permanent Easement (SF) | Temp. Easement (SF) | Perm. ROW Cost | Perm. Easement Cost | Temp. Easement Cost | Other Settlement Comp (trees/fence) | Total Cost per Parcel |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 15 | 5265 NW 57th Avenue | QNO LLC | PO Box 1227, Waukee, IA 50263 | | 600 | 0 | 1,001 | $690.00 | $0.00 | $92.09 | $0.00 | $782.09 |
| | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | $0.00 |
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| | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | $0.00 |
| | | | | | 600 | 0 | 1,001 | $690.00 | $0.00 | $92.09 | $0.00 | **$782.09** |

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

ITEM NO 8K

**OFFICE OF THE CITY ADMINISTRATOR**
Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| SUBJECT: Approval of Pay Request No. 3 to Alliance Construction Group in the amount of $201,447.59 for work completed as of April 18, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits. | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>_x_ Approval WA<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | Attached is Pay Request No 3 in the amount of $201,447.59 for work completed as of April 18, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.<br><br>$19,413.53 of the value of completed work has been retained so far.<br><br>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.<br><br>A copy of Pay Estimate No. 3 is attached. |
| FISCAL IMPACT | The funds for this payment will come from account 346 |
| RECOMMENDATION: | Staff is recommending approval of Pay Estimate No. 3 |

Motion by _____, seconded by _____, Approval of Pay Request No.3 to Alliance Construction Group for work completed as of April 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 | _____ | _____ | _____ | _____ |

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

# PAY REQUEST 3

| | |
|---|---|
| Project Title: | NW 70th Avenue Improvements 98th Street to West City Limits |
| Project File Number: | Project Number: 13J020.02 |
| Purchase Order Number: | |
| Original Contract Amount & Date | $7,361,434.50 — 12/21/2015 |
| Notice to Proceed Date | 2/29/2016 |
| Estimated Completion Date | 10/14/2016 |
| Pay Period | 3/19/2016 to 4/1/2016 |
| Pay Request Number | 3 |
| Date | 4/18/2016 |
| Contract ID | |

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

**Division 1** City of Johnston

**Division 2** City of Grimes

## BID ITEMS

| Item No. | Fund.Dept.Object 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 | 5.760.67170 | 2010-C-1000 | CLEARING & GRUBBING | LS | 0.586 | 0.414 | $20,000.00 | $11,720.00 | $8,280.00 | 0.15 | 0.10 | $3,000.00 | $2,000.00 | $5,000.00 |
| 2.2 | 5.760.67170 | 2010-D-1000 | TOPSOIL, ON SITE | CY | 10,284 | 965 | $16.00 | $164,544.00 | $15,440.00 | 1185.00 | 0.00 | $18,960.00 | $0.00 | $18,960.00 |
| 2.3 | 5.760.67610 | 2010-E-1010 | EXCAVATION, CLASS 10, ROADWAY & BORROW | CY | 47,492 | 2,331 | $8.00 | $379,936.00 | $18,648.00 | 1592.00 | 0.00 | $12,736.00 | $0.00 | $12,736.00 |
| 2.4 | 5.760.67610 | 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 | 5.760.67610 | 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 | 5.760.67610 | 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 | 5.760.67616 | 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 | 5.760.67170 | 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 | 5.760.67650 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.760.67616 | 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 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **DIVISION 4 - SEWERS AND DRAINS** | | | | | | | | | | | | | | |
| 4.1 | 5.768.67670 | 4010-A-1008 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 IN. | LF | 568 | 0 | $110.00 | $62,480.00 | $0.00 | 189.00 | 0.00 | $20,790.00 | $0.00 | $20,790.00 |
| 4.2 | 5.768.67670 | 4010-E-1004 | SANITARY SEWER SERVICE STUB, TRENCHED, 4 IN. | LF | 129 | 0 | $175.00 | $22,575.00 | $0.00 | 126.00 | 0.00 | $22,050.00 | $0.00 | $22,050.00 |
| 4.3 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 4020-A-1354 | STORM SEWER, TRENCHED, RCP, CLASS IV, 54 IN. | LF | 623 | 0 | $285.00 | $177,555.00 | $0.00 | 64.00 | 0.00 | $18,240.00 | $0.00 | $18,240.00 |
| 4.9 | 5.760.67650 | 4020-A-1515 | STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN. | LF | 2,126 | 149 | $105.00 | $223,230.00 | $15,645.00 | 326.00 | 0.00 | $34,230.00 | $0.00 | $34,230.00 |
| 4.10 | 5.760.67650 | 4020-A-1518 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 4030-B-1315 | PIPE APRON, CONCRETE, 15 IN. | EA | 4 | 1 | $1,500.00 | $5,250.00 | $750.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 4.16 | 5.760.67650 | 4030-B-1354 | PIPE APRON, CONCRETE, 54 IN. | EA | 2 | 0 | $5,000.00 | $10,000.00 | $0.00 | 1.00 | 0.00 | $5,000.00 | $0.00 | $5,000.00 |
| 4.17 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 4060-B-1000 | VIDEO INSPECTION OF STORM SEWER | LS | 0.586 | 0.414 | $16,000.00 | $9,376.00 | $6,624.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| **DIVISION 5 - WATER MAIN AND APPURTENANCES** | | | | | | | | | | | | | | |
| 5.1 | 5.766.67800 | 5010-A-1012 | WATER MAIN, TRENCHED, PVC C900, DR18, 12 IN. | LF | 663 | 0 | $45.00 | $29,835.00 | $0.00 | 270.00 | 0.00 | $12,150.00 | $0.00 | $12,150.00 |
| 5.2 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 5010-C-2000 | WATER MAIN FITTINGS | LB | 4,314 | 0 | $7.00 | $30,198.00 | $0.00 | 1009.00 | 0.00 | $7,063.00 | $0.00 | $7,063.00 |
| 5.8 | 5.766.67800 | 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 | 5.766.67800 | SPECIAL | YARD HYDRANT ASSEMBLY | EA | 2 | 0 | $2,000.00 | $4,000.00 | $0.00 | 1.00 | 0.00 | $2,000.00 | $0.00 | $2,000.00 |
| 5.10 | 5.766.67800 | 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 | 5.766.67800 | 5020-A-1012 | VALVE, GATE, 12 IN. | EA | 5 | 0 | $2,500.00 | $12,500.00 | $0.00 | 1.00 | 0.00 | $2,500.00 | $0.00 | $2,500.00 |
| 5.12 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 5020-C-1000 | FIRE HYDRANT ASSEMBLY | EA | 7 | 0 | $5,000.00 | $35,000.00 | $0.00 | 1.00 | 0.00 | $5,000.00 | $0.00 | $5,000.00 |
| 5.15 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.766.67800 | 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 | 5.768.67670 | 6010-A-1048 | MANHOLE, SANITARY SEWER, SW-301, 48 IN. | EA | 3 | 0 | $5,500.00 | $16,500.00 | $0.00 | 1.00 | 0.00 | $5,500.00 | $0.00 | $5,500.00 |
| 6.2 | 5.760.67650 | 6010-A-1548 | MANHOLE, STORM SEWER, SW-401, 48 IN. | EA | 2.75 | 0.25 | $3,500.00 | $9,625.00 | $875.00 | 0.50 | 0.00 | $1,750.00 | $0.00 | $1,750.00 |
| 6.3 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 6010-B-1501 | INTAKE, SINGLE GRATE, SW-501 | EA | 9.5 | 0.5 | $2,500.00 | $23,750.00 | $1,250.00 | 1.00 | 0.00 | $2,500.00 | $0.00 | $2,500.00 |
| 6.7 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 6010-B-1503 | INTAKE, SINGLE GRATE WITH MANHOLE, SW-503 | EA | 4.50 | 1.50 | $3,800.00 | $17,100.00 | $5,700.00 | 0.50 | 0.00 | $1,900.00 | $0.00 | $1,900.00 |
| 6.10 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 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 | 5.760.67650 | 6010-G-2000 | CONNECTION TO EXISTING SANITARY MANHOLE | EA | 3 | 0 | $4,000.00 | $12,000.00 | $0.00 | 2.00 | 0.00 | $8,000.00 | $0.00 | $8,000.00 |
| 6.21 | 5.760.67650 | 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 | 5.760.67610 | 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 | 5.760.67610 | 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 | 5.760.67610 | 7010-G-1000 | CONCRETE MEDIAN, PAVED, 8 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 | 5.760.67610 | 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 | 5.760.67610 | 7010-G-1000 | PCC PAVEMENT SAMPLES AND TESTING | LS | 0.586 | 0.414 | $15,000.00 | $8,790.00 | $6,210.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 7.6 | 5.760.67610 | 7010-J-1000 | GRANULAR SURFACING | TON | 65 | 0 | $40.00 | $2,600.00 | $0.00 | 91.27 | 0.00 | $3,650.80 | $0.00 | $3,650.80 |
| 7.7 | 5.760.67612 | 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 | 5.760.67610 | 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 | 5.760.67612 | 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 | 5.760.67612 | 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 | 5.760.67612 | 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 | 5.760.67612 | 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 | 5.760.67610 | 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 | 5.760.67610 | 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 | 5.760.67610 | 7040-H-1000 | PAVEMENT REMOVAL | SY | 23,124 | 1,455 | $10.00 | $231,240.00 | $14,550.00 | 1087.07 | 0.00 | $10,870.70 | $0.00 | $10,870.70 |
| 7.16 | 5.760.67610 | SPECIAL | TEMPORARY PAVEMENT, 6 IN. | SY | 4,020 | 0 | $42.00 | $168,840.00 | $0.00 | 1053.20 | 0.00 | $44,234.40 | $0.00 | $44,234.40 |
| 7.17 | 5.760.67610 | SPECIAL | TRANSITION PAVEMENT | SY | 1,069 | 0 | $50.00 | $53,450.00 | $0.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL** | | | | | | | | | | | | | | |
| 8.1 | 5.760.67615 | 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 | 5.760.67615 | 8010-B-4000 | TYPE A SIGNS | SF | 380.70 | 31.80 | $25.00 | $9,517.50 | $795.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 8.3 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 8010-C-1070 | GROOVES CUT FOR PAVEMENT MARKINGS | STA | 96.56 | 13.83 | $75.00 | $7,242.00 | $1,037.25 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 8.7 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 8010-D-1000 | TRAFFIC CONTROL | LS | 0.586 | 0.414 | $310,000.00 | $181,660.00 | $128,340.00 | 0.10 | 0.06 | $29,450.00 | $20,026.00 | $49,476.00 |
| 8.12 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67615 | SPECIAL | GROUND WIRE | LF | 180 | 0 | $2.00 | $360.00 | $0.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 8.20 | 5.760.67615 | 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 | 5.760.67615 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 9010-B-1200 | HYDRAULIC SEED, FERT. & MULCH, TYPE 2 (PERMANENT COOL-SEASON MIX FOR SLOPES AI | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 9010-E-1000 | WARRANTY | LS | 0.586 | 0.414 | $6,500.00 | $3,809.00 | $2,691.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 9.6 | 5.760.67170 | 9040-A-2000 | STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT | LS | 0.586 | 0.414 | $4,000.00 | $2,344.00 | $1,656.00 | 0.25 | 0.25 | $1,000.00 | $1,000.00 | $2,000.00 |
| 9.7 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | 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 | 5.760.67170 | SPECIAL | FIELD FENCE | LF | 354 | 0 | $15.00 | $5,310.00 | $0.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| 9.16 | 5.760.67170 | 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 | 5.760.67170 | SPECIAL | GRANULAR BACKFILL | TON | 1,700 | 0 | $25.00 | $42,500.00 | $0.00 | 611.56 | 0.00 | $15,289.00 | $0.00 | $15,289.00 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **DIVISION 10 - DEMOLITION** | | | | | | | | | | | | | | |
| 10.1 | 5.760.67616 | 10010-B-1000 | ABANDON WELL | EA | 1 | 0 | $3,000.00 | $3,000.00 | $0.00 | 0.00 | 0.00 | $0.00 | $0.00 | $0.00 |
| **CHANGE ORDER - 1** | | | | | | | | | | | | | | |
| CO 1.1 | 5.760.67615 | 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 | 5.760.67616 | 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 | 5.768.67670 | 6010 | SANITARY SEWER DROP | LS | 1 | 0.0 | $5,870.70 | $5,870.70 | $0.00 | 1.00 | 0.00 | $5,870.70 | $0.00 | $5,870.70 |
| | | | | | | | **SUBTOTAL** | **$6,683,418.60** | **$687,846.60** | | | **$364,644.60** | **$23,626.00** | **$388,270.60** |

**MATERIALS STORED SUMMARY**

| Description | # of Units | | Total Units | Unit Price | Div. 1 | Div. 2 | Total Cost |
|---|---|---|---|---|---|---|---|
| | Div. 1 | Div. 2 | | | Ext. Cost | Ext. Cost | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | **SUBTOTAL** | **$0.00** | **$0.00** | **$0.00** |

| PAY REQUEST SUMMARY | | | |
|---|---|---|---|
| | | Total Approved | Total Completed |
| | Contract Price | $7,361,434.50 | |
| | Approved Change Order 1 | $9,830.70 | |
| | Approved Change Order 2 | $0.00 | |
| | Approved Change Order 3 | $0.00 | |
| | Revised Contract Price | $7,371,265.20 | $388,270.60 |
| | | Materials Stored | $0.00 |
| | | Retainage (5%) | $19,413.53 |
| | | Total Earned Less Retainage | $368,857.07 |
| Total Previously Approved (list each) | Pay Request 1 | $81,719.67 | |
| | Pay Request 2 | $85,689.81 | |
| | Pay Request 3 | | |
| | Pay Request 4 | | |
| | Pay Request 5 | | |
| | Pay Request 6 | | |
| | Pay Request 7 | | |
| | Pay Request 8 | | |
| | Pay Request 9 | | |
| | Pay Request 10 | | |
| | | Total Previously Approved | $167,409.48 |
| | | Amount Due This Request | **$201,447.59** |
| | | Percent Complete | 5.3% |
| | | Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date) | 14.5% |

The amount **$201,447.59** is recommended for approval for payment in accordance with the terms of the Contract.

| Fund.Dept.Object | Item Description | | TOTAL AMOUNT TO DATE |
|---|---|---|---|
| 5.760.67400 | ROW | | $0.00 |
| 5.760.67610 | STREETS AND BRIDGES | | $71,491.90 |
| 5.760.67612 | SIDEWALK | | $0.00 |
| 5.760.67615 | TRAFFIC CONTROL | | $51,576.00 |
| 5.760.67615 | TRAFFIC SIGNAL | | $0.00 |
| 5.760.67170 | STREETSCAPE | | $41,659.00 |
| 5.760.67650 | STORM DRAINAGE | | $99,220.00 |
| 5.766.67800 | WATER MAIN, HYDRANT | | $70,113.00 |
| 5.768.67670 | SANITARY SEWER | | $54,210.70 |
| 5.760.67616 | UTILITY RELOCATION | | $0.00 |

| Contractor: Alliance Construction Group | Recommended By: Foth Infrastructure & Environment | Checked By: City of Johnston |
|---|---|---|
| Signature: | Signature: | Signature: |
| Name: Jason Degraff | Name: Patrick Kueter | Name: |
| Title: Project Manager | Title: Senior Project Manager | Title: |
| Date: 4/6/16 | Date: 04/08/16 | Date: |

ITEM NO. 8L

Johnston COMMUNITY DEVELOPMENT

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016

| **SUBJECT:** | **ACTION REQUIRED:** |
|---|---|
| Consider approval of an enCodePlus Software License for the purchase and development of the enCode360 Software for the Community Development Department. | ___ Ordinance<br>_X_ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |

| | |
|---|---|
| SYNOPSIS: | The approval of this license agreement would allow for the purchase and development of the Encode Plus planning software. This software has a variety of features designed to improve online capabilities of the City's Zoning and Subdivision Ordinance, develop an online mapping capability, and create an online plan review application tool. The full capability of the software's various features are included in the attached document.<br><br>This software will aid the public in having better access to the City's Zoning and Subdivision Regulations, online mapping and various software tools that aid in interpreting the code. In addition, the software includes a module that would allow engineers/developers to submit all applications and plans electronically, and allow all to be transmitted to various reviewers online. Collectively, these tools will reduce the staff time necessary to transmit/review applications and will greatly improve customer service to citizens/developers. Ultimately, the software could be expanded to our entire municipal code.<br><br>The City of Sioux City has recently used this software for their entire municipal code, it's available online at http://www.online.encodeplus.com/regs/siouxcity-ia/. |
| FISCAL IMPACT: | $34,840 onetime startup fee, with an annual maintenance fee of $9,000. This item was presented as a decision package and it was agreed that the onetime startup fees would be funded by a budget amendment in the current budget year with funds available from Building Department revenue which exceeded the anticipated yearly revenue for 2015-2016. Funds will be budgeted in coming years for the annual maintenance fee. |
| RECOMMENDATION: | Staff recommends approval of the license agreement and authorization for the Mayor to execute the agreement on the City's behalf. |

Motion by ___, seconded by _____ to approve the license agreement with enCodePlus, LLC and authorize the Mayor to execute the agreement on the City's behalf.

★ Included Features for Johnston

**ATTACHMENT A, FEATURE DESCRIPTIONS**

## Standard 90° Feature Set

**Adobe PDF Generator**: An entire document or any article, division, section, or subsection of the on-line document may be exported directly to Adobe PDF. In the Maintenance Module, the client may choose whether to include a header, footer, and page numbers on the first page or all pages. The client may also upload a page template in the Maintenance Module, for use in exporting to MS Word or Adobe PDF.

**At-a-Glance, Pop-up Definitions**: Definitions of terms pop-up on the screen when the cursor rolls over the term. The term may be selected to pop-up a separate box for lengthy definitions or those that include graphics. In the Maintenance Module, the client may elect whether to pop-up a definition the first time or every time it appears in a section, and may toggle on/off whether or not to link definitions that are part of a title or section heading.

**Best Bets Search Engine**: The search engine reveals every instance of the term throughout the entire document including a highlighted box of "Best Bets", which may be customized to direct user queries to individual sections of the document that are most relevant to the query. These "best bets" may be informed by the search term statistics that are reported in the Maintenance Module, which quantifies the relative number of individual search term queries. Also, the client may add keywords to certain sections to be sure they included in the search for unique terms or phrases.

**Commenting on Pending Amendments**: This feature allows draft code amendments to be written and stored in the **enCode**Plus™ system and then published for viewing and commenting. The commenting function allows other staff members (or the public) to provide comments on individual sections of draft ordinances. A designated user is notified via email of posted comments, which allows notification of the commenter of the response. All written comments and responses are catalogued, by date and by section, for future reference. Any comment may be tagged for follow-up, which places the comment at the top of the list, and highlights it in a different color. All comments and responses may be embedded in the respective section of the online code during the review and public comment process.

**Dynamic Tables**: Any term within a table may be hyperlinked within the on-line document, e.g. a zoning district designation may be linked to the relevant standards of the district. Additionally, the roll-over pop-up definitions are also active within tables. Tables may include buttons that link to other tables or sections of the Code, or to web resources that are external to the Code.

**External Resource Links**: A "Resources" or "Documents" button is located on the "home" screen of the site, which may link to ordinances, plans, or maps, all of which are stored in the cloud-based library to ensure reliable results. These commonly include plan documents, applications, schedules, etc.

**GIS Standard Map**: This includes a web-based interactive map application displaying the City's zoning, City limits and other municipal or planning limits as GIS layers. The application comes with standard color coordinated custom template. The standard features also include a zoning disclaimer window, "contact us" link to connect with the City's webpage or an email address for public communication, a search result window, legend and help menu. The help menu is designed to walk the user through

every feature of the map viewer and provide descriptions of particular features to ensure the user understands the map capabilities. The standard features include:

- *Change Base Map*: This allows a user to change the base map in the map application. The default base map is a street map, which is easy to read with the zoning data displayed. The other base maps include aerial imagery, imagery with labels, topographic, and national road maps.
- *Home*: This floating button changes the zoom extent to a default zoom level. The default is typically set at a City limit boundary. Typically, users who zoom in may use the Home button to refresh to the City Limit level.
- *Measure*: This allows a user to measure between any two points. The user may click on the Measure tool and zoom into an area by using the Zoom In/Out or scrolling functionality. By clicking on "from" and "to" points, a distance will be provided in meters or feet.
- *Print*: This allows a user to print a pre-defined paper size and orientation and create a PDF map that can be saved or printed directly from a computer. The printed map can be customized with the City's name in the header. The printed page include the date and scale as standard features.
- *Social Media Connectivity*: This allows a user to connect with the City's social media websites such as Twitter or Facebook. If the City is using a social media platform outside of these two platforms, a custom button may be created.
- *Zoom In / Out*: This button allows a user to zoom in and out of the current map view, which may also be accomplished via scrolling of the mouse.
- *Zoning Code Hyperlink*: The result of this functionality can be seen in the Results Window, typically located on the right side of the map viewer. When a user clicks on a particular zone, the Results Window shows the relevant zoning district, which is hyperlinked to the applicable section of the zoning code via the **enCode**Plus site.

The ongoing maintenance includes technology and browser updates, performance monitoring, map viewer maintenance, and data and web map application cloud hosting, plus up to five hours of data support.

**Google Analytics Use Statistics**: With a user account, this feature can track and report how users interact with the **enCode**Plus site. This may be used to demonstrate the extent and value of its use for providing public access and information, as well as to understand how the site may be used or customized to improve the user experience. In particular, this may be used to populate the favorite links for quick access to highly visited sections of the site. This feature requires a Google Analytics account.

**Graphic Library**: All graphic images and illustrations are stored in a table inventory with the file name and individual section of the document, which is accessible through the Maintenance Module. Graphic files, including archives, may also be organized and stored but not placed in the document. Unused images may be easily identified and removed. Essentially any graphic file format may be accommodated (JPG, TIF, GIF, PNG, and others).

**In-Line Illustrations, Graphics, and Tables**: Illustrations, graphics, and tables are built in HTML format (in lieu of PDF images) and embedded in-line with the text. All headings, subheadings, and alternating rows are formatted according to a customized CSS style sheet. Illustrations and graphics may be easily updated or replaced via the Maintenance Module.



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**Internal/External Hyperlinking:** Hyperlinking of terms is available within the on-line document as well as to external resources, e.g. state statutes, plan or policy documents, etc. Links may be easily established within an individual title or chapter, or may be linked to any other title or chapter, or external to the Code.

**Microsoft Word Exporter:** An entire document or any title, chapter, article, division, section, or subsection of the on-line document may be exported directly to MS Word with the document formatting intact. The export may include headers, footers, and page numbers, as selected, and will also include any online track changes. The export generates a near-perfect, fully formatted document.

**Mobile Device Access (smartphone, tablet, or iPad):** The on-line document is responsive and available for viewing on iPads, tablet computers, and both Android phones and iPhones. Some viewing limitations apply based on the device capabilities.

**My Favorites Links to Most Visited Sections and Popular Tables:** Frequently visited sections of the Code (by the public or staff) and popular tables are set out as separate buttons on the home screen for quick reference. Any changes or updates to the tables are automatically reflected under the Popular Tables button. These may be easily set or reset by the client in the Maintenance Module.

**Search Term Statistics:** This feature provides reporting as to the most often queried terms, which allow the client to customize the site to better serve the needs of their customers or constituents. For instance, the "Best Bets' Search Engine may use this information to direct users to the appropriate sections of the Code.

**Social Media Links (Facebook, Twitter, and LinkedIn):** Any article, division, section, or subsection of the on-line document may be posted or fed to a Facebook or Twitter account.

**Redaction Tool (NEW):** In the instance of sensitive information, individual words, sentences, or sections of any online document may be redacted from the public-facing user module. The redacted text is inaccessible for public viewing, copying, or printing, yet available in the password-protected maintenance module.

**User Guide and Tutorials:** Available in the password-protected Maintenance Module, the "how-to" for each feature and every function of the software is thoroughly described with step-by-step instructions and annotated illustrations.

**Video Animation:** Video animation may be embedded within and accessed through the site. This may include a welcome message from an elected official or department manager or a video fly-through to help illustrate provisions of the Code.

## Advanced 180° Feature Set (*including all Standard 90° features*)

**Custom Site Branding: enCode**Plus™ may be fully customized to blend seamlessly with the client's website, which may include a welcome message or video, as well as the logo, color scheme, photographs, layout of tables and figures, page header, and other site tailoring. Our graphic design team may also develop a one-of-a-kind site design.

**e-Reader Styled Viewer and Printer:** The print-formatted version of the code may be viewed on-line as a full-color document, which may also be printed or emailed. It is arranged as an e-Reader for page-by-page viewing.

**Embedded Calculators (e.g. parking, density yield)**: The **enCode**Plus™ site may include on-the-fly calculators that are uniquely calibrated to reflect local standards, and may then be embedded as a link in the document or accessible via a button on the "home" screen. This allows users to precisely calculate the requirements for their project, as follows:

- *Bufferyards*: The buffer calculator allows users to quantify the planting requirements to meet the standards of the ordinance, based on the zoning of the subject and adjacent sites, width of bufferyard, plant types, etc. The results specify the precise number of shrubs and large and small trees required, based on the site dimensions. A bufferyard simulator may also be customized to test different combinations of bufferyard widths, types and densities of vegetation, and the use of structures and landforms to meet the relative opacity standards set out in the regulations (as applicable). The simulator may include a perspective view of the bufferyard at different stages of landscape development (at planting and after five and 10 years) to enable comprehension of the effect of the proposed landscape treatment.
- *Landscaping and Screening*: This calculator measures the landscape surface area required to meet site landscaping and screening requirements, together with the quantities, types, and densities of plant materials.
- *Parking, Loading, and ADA Calculator:* This calculator employs a web-based form with drop-down menus for specifying a land use and an input box for entering the independent variable(s) of a specific project (e.g. dwelling units, square footage, employees, etc.). Provision is made to accept input for as many as 10 different occupancies to accommodate mixed-use developments or large-scale master plans. The computations for the number of required parking and loading spaces are delivered back to the online form. The calculator is also calibrated to provide the required spaces to meet the standards for Accessible Parking (for people with disabilities).
- *Shared Parking*: This calculator operates through the employment of hourly parking demand tables prepared by the Institute of Transportation Engineers (ITE). The shared parking requirements for multiple occupancies is determined by performing calculations for each hour of the day, employing the percentage-of-demand ratio for each use type, aggregating the hourly requirements, and selecting the highest number resulting from the iterative calculations. The results presentation also computes the conventional parking requirements for the occupancies for comparison purposes.
- *Signage*: The signage calculator helps to determine the allowable face area and height of signs based upon sign type, location, and district, as applicable.
- *Site Capacity*: This calculator employs a model to enable users to enter the independent variables for the project, such as the total site area, land acreages within identified resource protection areas, intended residential or nonresidential development type, and the intended zoning district. The model calculates the development yield, either in number of permitted dwelling units for a residential project or in permitted square feet for a nonresidential project. This feature makes the results available for use in determining the sustainability of the development project.

  OR
- *Site Yield*: This calculator uses the open space/landscape surface ratio and either density or floor area ratios, as applicable, to calculate the maximum number of dwelling units or building floor



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area allowed for the square footage or acres of a development site. This calculator is applicable for codes that do not factor the limitations of resource protection areas.

**GIS Advanced Interactive Map (NEW)**: The advanced map is an interactive web map application. The zoning map (or any other map) may be directly accessed through the **enCode**Plus™ site, allowing a user to view, zoom in/out, and pan around the map, as well as to select an individual parcel or zoning district to navigate to the relevant section(s) of the zoning ordinance. The map may include searchable parcel identification numbers, addresses, and owners. This online map would be developed by **enCode**Plus, LLC using tabular and map data provided by the client. It would be updated on a regular basis (schedule to be determined), which may be included in the annual support. The advanced features include the Standard 90° features listed above, plus:

- *Parcel Data Linkage*: This functionality allows a user to access parcel level ownership data, which is searchable through the Search Attribute functionality. When a particular parcel is selected, a results window will reflect the parcel ID, address, and owner.
- *Search Attributes*: This feature allows a user to search attributes from the data displayed in the map viewer. Typical searchable attribute data includes zoning and parcel information.
- *Street View*: This allows use of Google Street View, which is handy when evaluating an area or site development or its geographic constraints.

The ongoing maintenance includes advanced technology and browser updates, performance monitoring, map viewer maintenance, and data and web map application cloud hosting, plus up to 10 hours of data support.

## Premium 360° Feature Set (*including all Standard 90° and Advanced 180° features*)

**Agendas, Minutes, and Applications Download**: Agendas and minutes of applicable boards and commissions may be housed in the **enCode**Plus™ cloud-based library, which may be uploaded by staff and downloaded or viewed by the public. Development applications may also be downloaded and printed, or developed in an Adobe fill-in-the-blank format.

**Application Upload (NEW)**: Development applications may be uploaded to the **enCode**Plus™ site, which are recorded, logged in by date and time, and distributed via a link to all plan reviewers. A receipt is issued via email to the applicant. The plan reviewers may enter their individual comments, which are consolidated into a single mark-up for return to the applicant.

**Archiving**: Archiving is an essential function of government. The archiving feature provides a date stamp of each subsequently adopted ordinance (from the build forward) thereby maintaining a running record of the ordinance that was in effect on any preceding date. The record may be recalled by ordinance number, date, or keyword, which is extracted and displayed with an "archive" watermark. A footnote may also be added to each individual section showing the adoption and effective dates.

- *Retroactive Archiving*: An ordinance archive may be established by building an original ordinance, and then amending the original ordinance with subsequently adopted ordinances. The retroactive build includes re-creation of tables and graphics from the original documents, together with tagging definitions and hyperlinking cross references. A retroactive build is equivalent to a new build. (see Forward Archiving above)



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**GIS Premium Interactive Map (NEW)**: The premium map is an interactive web map application that includes the Advanced 180o features, together with those described below. This online map would be developed by **enCode**Plus, LLC using tabular and map data provided by the client. It would be updated on a regular basis (schedule to be determined), which may be included in the annual support. The premium map may be for clients who already deploy their map to the web, in which case it would continue to be maintained locally and accessible via the **enCode**Plus™ site. If the client does not have an online map, it may be developed by **enCode**Plus, LLC. This option allows the greatest functionality, including a full range of functions and capability to expand to include custom features. The premium features include the Standard 90° and Advanced 180° features listed above, plus:

- *Land Bank Mapping*: This feature provides the ability to view addresses of a specific list of properties in the map viewer. It is driven by an uploaded spreadsheet with property addresses. When an address is selected, the mapping tool analyzes all valid addresses, geocodes them, and displays them in the map viewer.
- *Land Use Look Up*: This tool allows a user to search for the districts for which an individual land use is allowed, conditional, or a special exception use, as applicable, with a GIS query and map display of the corresponding districts. An advanced version of this tool may include logic to relate common land use terms with those listed in the zoning code. For example, the commonly used term "liquor store" may be reflected in land use table as, "Alcoholic Beverage Sales, Off-Site Consumption," in which case a search for "liquor store" would show all applicable districts where "Alcoholic Beverage Sales, Off-Site Consumption" are permitted.
- *Lease/Sale Data Mapping*: This functionality allows a user to view property lease and sale data as points on the map viewer, which, when clicked, displays information about the listing. The information may include a property identification number and street address, as well as the listing agency and contact information. The property data is refreshed daily meaning that the listings are current and active. The lease and sale layers can be turned on/off in the legend.
- *Parcel Buffer/Mail Merge*: This feature allows a user to select an individual or group of parcels and establish a user-defined buffer distance. The selected properties within the buffer are highlighted on the map, and a list of addresses is generated for all identified properties. This feature requires parcel data linkage. The mailing list may then be mail merged to generate letters of interest of public notice.

The ongoing maintenance includes premium technology and browser updates, performance monitoring, map viewer maintenance, tool updates, and data and web map application cloud hosting, plus up to 12 hours of data support.

**Ordinance Library**: This is a virtual library whereby adopted ordinances may be uploaded to the **enCode**Plus™ site and stored on a cloud server. Any individual ordinance may be queried by ordinance number, adoption date, or key word. The ordinances are accessed via a password-protected site.

**Permit System Integration**: A direct link may be established with the client's permitting system allowing it to be viewed on-line. For instance, the City of Kansas City's K-Viewer shows the status of up to 5,000 listings of development applications. This is a feature that is customized for each client based on their permitting system.



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1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

# enCodePlus™
# Software License

## LICENSEE: JOHNSTON, IOWA

This Software License ("Agreement" or "License") is made as of the date of the last signature below, between **enCode**Plus, LLC, a Texas Limited Liability Company ("Licensor"), and the City of Johnston, a municipality of the State of Iowa ("Licensee"), by and through Paula Dierenfeld, Mayor.

1. **License Grant**. This is an Agreement between Licensor and Licensee, with a term as set out in Section 3, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable license with no right to sublicense, to use the software covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable License Fees. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.

2. **Software Covered by this License.** The terms of this Agreement apply to Licensee's use of the following software: Version 180º.

3. **Term of License.**

   a. The term of this Agreement is the period from the effective date (shown on Page 13) to April 14, 2019, and is automatically renewable annually thereafter, unless terminated as provided in Subsection 3.b. or 3.c., below.

   b. Either party may terminate this License by providing the other party with written notice of termination delivered at least 30 days prior to the date of termination. Upon receipt of any notice by the Licensee to terminate this Agreement, fees for such maintenance and support paid in advance, if any, shall be returned to the Licensee on a pro rata basis.

   c. Either party may terminate this license in the event of a material breach by the other party by giving notice of termination to the breaching party at least 30 days prior to the effective date of the termination, provided, however, no such termination shall become effective if the breaching party cures the breach within 30 days of the termination notice or, if it is not possible to fully cure the breach within said time period, commences cure and diligently pursues the same to conclusion.

   d. Licensor may terminate this License if, in Licensor's sole discretion, changes in Internet technologies (including software platforms, web browsers, and other technologies that allow the Software to operate) make Licensor's performance of this Agreement technically infeasible.

4. Upon termination of this Agreement, Licensor is not obligated to return Licensee's content to Licensee. Licensee has full, unlimited access to the content through its password-protected maintenance module. This access allows the City to export the content to Microsoft Word and Adobe PDF. Also, as set out in Section 15, Security and Backup, the Licensee may save the document at any time in HTML format or as a

web archive file. Licensee is advised to keep backups of its content. For an additional fee based on Licensor's then-current technical support rates, Licensor may offer export services to convert content into other file formats and deliver them to Licensee electronically or on optical or other solid-state media.

5. **One-Time Build Fees.** The fee to convert, customize, and deliver the Zoning (Chapters 165 – 173) and Subdivision (Chapter 180) Regulations of the City Code in the online format is $29,590, which includes a $9,390 one-time build fee and a $20,200 Advanced 180° upgrade fee (including the Premium 360° GIS Interactive Map with the parcel buffer tool, archiving, cloud-based ordinance library, and application upload features).

6. **Exclusions.** The following features are expressly excluded from this license agreement: shared parking calculator; agendas/minutes/applications download; GIS land bank mapping, MLS lease/sale data, and land use lookup; MuniPRO, permit system integration, project calendar/eNotice and RSVP, source code escrow, and user subscription/notification.

7. **License Fees.** The annual license fee, payable upon execution of this License and each subsequent year that this License is renewed, is $9,000 ($5,250 for Advanced 180° + $2,750 for Premium 360° GIS hosting and maintenance and $1,000 for cloud storage). Such license fees shall be payable as follows:

   a. **Year 1:** The amount of $34,840 is due for the license period between April 15, 2016 and April 14, 2017. This fee shall be paid as follows:
      - $20,904 upon execution of this agreement
      - $10,452 upon draft delivery
      - $3,484 upon final delivery

   b. **Year 2:** The year 2 license fee of $9,000 is due April 1, 2017. This fee is for the license period between April 15, 2017 and April 14, 2018.

   c. **Year 3:** The year 3 license fee of $9,000 is due April 1, 2018. The fee is for the license period between April 15, 2018 and April 14, 2019.

   d. **Subsequent years:** The license fee for the 2019-2020 license year and subsequent years will be the standard license fee that **enCode**Plus, LLC charges for comparable Advanced 180° implementations. **enCode**Plus, LLC will notify the City in advance regarding the amount of the license fee for the 2019-2020 license year.

   e. In the event this Agreement is terminated by Licensee with six (6) months or more remaining on the current term, Licensee shall receive a pro-rated refund of the remaining fee. In the event Licensee terminates the Agreement with less than six (6) months remaining on the term of the License, Licensee shall not receive any refund of any fees.

   f. The annual escrow fee payment set forth in Section 18 is due and payable with the annual license fee.

   g. If any payment due under this Agreement ("Payment Due") is more than 15 days past due, a fee of 10%

(ten percent) of the Payment Due shall be paid by Licensee as an Administrative Fee in addition to the Payment Due. If Payment Due is more than 30 days late, the Administrative Fee shall be 20% (twenty percent) in addition to the Payment Due. If Payment Due is more than 45 days late, the **enCode**Plus site will be taken off line, and will not be restored until the Payments Due and any Administrative Fees associated with each Payment Due has been paid in full.

8. **Scope of License / Use of Software.** The Software is an Internet-based information processing and publication service that uses content created by Licensee, or by Licensor under separate agreement with Licensee. Licensor will provide Licensee access to the Internet-based interfaces, including password-protected access to maintenance features, as may be applicable to the Software. Licensee may use the Software through its Internet-based interfaces as follows:

   a. Advanced 180º may be used to develop, view, access, use, print, copy, edit, publish, utilize, administer, amend, repeal, and solicit, and process comments on the zoning and subdivision regulations; and

   b. Other uses as prescribed by this or subsequent agreements between Licensor and Licensee.

9. **Limitations on Use of Software.** Licensee **must not:**

   a. Reverse engineer, reverse assemble, decompile or disassemble the Software, or otherwise attempt to derive source code from the Software or any component thereof;

   b. Publish or distribute materials for which Licensee does not have intellectual property rights, or which are outside of the scope of this License;

   c. Access the server-side programs and source code upon which the Software is based, except to use the Internet-based interfaces provided by Licensor, and except for the HTML and browser-based script code that the server-side programs generate and deliver to end-users;

   d. Alter the functionality of the software including by composition or injection of unapproved software or services;

   e. Copy, reproduce, modify, sell, lease, sub-license, market, or commercially exploit in any way the Software or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement; and

   f. Use, or permit the use of, the Software except within the scope set out in Section 8. Licensee agrees that it shall not provide access to or perform services for third parties using the Software including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.

10. **Warranty Against Infringement.**

a. Licensor warrants that the copyright in and to the Software is owned by Licensor or is distributed by Licensor under a valid current license, that it has the right to license the Software, and that there are no pending liens, claims, or encumbrances against the Software or Licensor pertaining to the Software. Licensor agrees to notify Licensee of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Software. Licensor agrees to indemnify, hold harmless, and defend Licensee against any and all patent or copyright infringement claims that may be brought against Licensee as the result of its use of the Software as authorized by this License. Licensee shall have the right to participate in the defense of any such claims for patent or copyright infringement at Licensee's cost and expense. In the event that it is determined that the Software infringes on any patent or copyright, Licensor may (i) procure for the Licensee the right to continue using the Software; (ii) modify the Software so that it becomes non-infringing but continues to provide the same functionality as the original Software; (iii) replace the software with non-infringing software that continues to provide the same functionality as the original Software; or (iv) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, Licensee may terminate this License and Licensor will refund to Licensee its pro-rated license fee for the balance of the year in which the infringement was determined.

b. Licensee warrants that the copyright in and to the Content created and/or provided by Licensee for Licensor to use in the Software ("Licensee Content") is owned by Licensee or is published or distributed by Licensee under a valid current license, that Licensee has the right to license, use, publish or distribute the Licensee Content it provides to Licensor for use in the Software, and that there are no pending liens, claims, or encumbrances against the Licensee Content or Licensee pertaining to the Licensee Content. Licensee grants to Licensor a royalty-free, non-exclusive license: to use the Licensee Content for any purposes, including, without limitation, using, accessing, reproducing or displaying the Licensee Content within the Licensor's **enCode**Plus™ Software; to reproduce the Licensee Content; to prepare derivative works based upon the Licensee Content; to distribute copies of the Licensee Content; to publish the Licensee Content; and to display the Licensee Content. Licensee agrees to notify Licensor of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Licensee Content. Licensor shall have the right to participate in the defense of any claims for patent or copyright infringement at Licensor's cost and expense. In the event that it is determined that the Licensee Content infringes on any patent or copyright, Licensee may (i) procure for the Licensor the right to continue using the Licensee Content; (ii) modify the Licensee Content so that it becomes non-infringing but continues to provide the same functionality as the original Licensee Content; (iii) replace the Licensee Content with non-infringing content that continues to provide the same functionality as the original content; or (iv) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, Licensor may terminate this License.

11. **Limitations of Software.** The Software is provided to facilitate access to information via the Internet. The Software is not a substitute for human judgment, which is necessary for administration of ordinances, plans, and administrative rules.

12. **Technical Support.**

    a. Licensor will provide technical support at a rate of $150 per hour ($175 per hour for GIS support) until April 14, 2017. For the license year commencing April 15, 2017, technical support fees are subject to annual adjustment, and will be based on the standard schedule of professional fees for the year in which the support occurs.

    b. Licensor agrees to provide telephone or web-based technical support regarding the use of Advanced 180° service to Licensee within two business days of telephone contact by Licensee during Licensor's business hours, or at a mutually agreeable time. Duration to resolution is not bound and licensor may deem a request as unresolvable.

    c. With respect to addressing errors which may arise in the Software, Licensor agrees to commence its best efforts to resolve such errors as soon as reasonably possible after notice by Licensee. Generally, Licensor will commence error resolution on the same day as the notice, and if reasonably practicable, will provide Licensee with Licensor's best good-faith estimate of the time which will be required to resolve the error. Licensee shall not be charged any technical support fee or other charge for addressing or correcting errors in the Software itself.

    d. Failure of Licensor to achieve the technical support response times set out in Subsections 12.b. and 12.c. shall not constitute a material breach of this Agreement.

13. **Annual License Fee Discounts for Major Service Interruptions Due to Changes by Licensor.**

    a. There will be reductions in the annual license fee if there is a complete inability to use both the user module and the maintenance module (hereinafter "major service interruption") of the Software as a result of changes to the Software made by Licensor, as follows:

    - If a major service interruption lasts more than two, but less than five consecutive days, the annual license fee for the following license year will be reduced by 10 percent.
    - If a major service interruption lasts more than five days, but less than 14 consecutive days, the annual license fee for the following license year will be reduced by 25 percent.
    - If a major service interruption lasts more than 14 days, but less than 30 consecutive days, the annual license fee for the following license year will be reduced by 50 percent.

    b. If a major service interruption lasts more than 30 consecutive days, the annual license fee for the following license year shall be waived.

c. The reductions of license fees that are provided by this Section are not cumulative. If more than one service interruption occurs during a license year, then only the discount that applies to the longest of the service interruptions shall be applied.

d. This Section does not apply to outages that are attributable to failures of a third-party Internet Service Provider that hosts the Software.

e. If a failure by a third-party Internet Service Provider impacts the use of the Software for more than five consecutive days, Licensor will seek another Internet Service Provider to host the Software. The selection of a new Internet Service Provider will be in Licensor's sole discretion, however, Licensor will seek quality providers with secure data centers, geographic redundancy, the ability to bring up new instances in a short time frame, and excluding planned downtime, either 99.9 percent or greater guarantee for storage uptime or a strong track-record of service reliability.

14. **Updates and Upgrades.**

a. Licensor will keep the Software in operational condition on a server hosted by Licensor or a third-party Internet Service Provider. Although Licensor selects its Internet Service Providers based on their reputation for reliability and service, Licensor does not guarantee 100 percent uptime. Licensor will promptly notify the Licensor's contact listed in Section 24 by electronic mail if it's Internet Service Provider or third-party hosting service experiences an outage that prevents or severely limits access to the Software for a period in excess of 15 minutes per day or cumulative period in excess of 15 minutes per day.

b. Licensor may, at its sole option, apply minor updates from time to time and will provide notice to Licensee within two business days of applying minor updates. Generally, minor updates are those updates which ensure compatibility with server or browser technologies or provide additional data security or enhance system stability or operability of the software.

c. Licensor may develop major upgrades to the functionality or interfaces of the software from time to time and will provide notice to Licensee within two business days before applying major upgrades. Such major upgrades that affect data security, system compatibility or stability, or operability will be offered at no additional cost during the term of this Agreement. Major upgrades that include functional changes, such as new or customized features, may be offered to Licensee for an additional fee (which may include an additional annual license fee) to be determined by Licensor when they are released. The Licensee may choose to accept or deny major upgrades that involve new or customized features requiring an additional fee. If Licensee declines a major upgrade, Licensee's software version will be maintained intact through the license term.

d. The Software requires the use of an Internet browser. As of the effective date of this Software License, the Software is fully operable using Microsoft Internet Explorer (IE) 10 and 11. The browser version is supported by the current and one previous major version. On an additional fee basis, Licensee may

include a rider to this Agreement to maintain the operability of previous versions other than those provided for in this Agreement. Other browsers supported for desktop editions include FireFox, Chrome, and Safari. Licensor does not guarantee full operability in all browsers, because browser technology changes from time to time.

e. Licensor may from time to time, in its sole discretion, change some or all of the functionality or any component of the Software or make any modification for the purpose of improving the performance, service quality, error correction or to maintain the responsiveness of the Software. Such changes shall not negatively impair the overall functionality of the Software.

15. **Security and Backup.**

a. Licensor provides password-level security to the maintenance module of the Software, which allows Licensee to edit regulatory text, upload and link to graphics and multimedia components, create usernames and passwords for Licensee's staff, and review and respond to public comments. Licensee is responsible for the securing of passwords and preventing their unauthorized use. Licensee may not select a username which is identical to that used by another person or use a username which is in the sole opinion of Licensor offensive or inappropriate. Licensee shall be solely responsible for maintaining the confidentiality of their password. Licensee is solely responsible for all usage or activity on Licensee's account, including but not limited to use of Licensee's account, Licensee's user name, and Licensee's password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Licensee's account, in Licensor's sole discretion, and Licensor may refer Licensee to appropriate law enforcement agencies.

b. Licensee is advised to maintain a current off-line backup of the data stored in the Software. A complete version of the published code document is available at: http://online.**enCode**Plus.com/regs/johnston-ia/maintain/allcodepub.asp. This document may be saved as a web archive file.

16. **Ownership of Content.**

a. Licensee is the sole owner of all documents and information provided by Licensee that will be accessed by Licensee and others through use of the Software. Nothing in this License grants Licensor any interest in said documents and information and the Licensee has the sole rights to use and to authorize others to use the documents and information regardless of whether this License remains in effect.

b. Licensor may post "terms of service" on web pages that are used to access the Software, which may disclaim: (1) any interest of Licensor in Licensee's contents; (2) any liability for use of Licensor's contents; and (3) any damages that may occur due to malware, viruses, or other malicious code that may be accessible through Licensee's content.

c. Licensor will not charge for public access to Licensee's content. However, Licensor may develop fee-based services, such as automatic notification of code updates. If Licensor develops such services, they

will be considered a "major upgrade," and Licensor will negotiate with Licensee with respect to pricing and distribution of proceeds.

17. **Intellectual Property Rights.** Licensor shall retain all ownership, title, copyright, patent, trademark, and other proprietary rights in and to the Software and any component thereof, and all content, features, and functionalities of the Software. Licensee does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.

18. **Software Escrow.** Upon the execution of this Agreement, as applicable, Licensor shall place all source code constituting and relating to the Software into an escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") to be entered into between Licensor and the escrow agent (the "Escrow Agent") which shall name Licensee as a beneficiary; provided, however, that the Escrow Agreement shall contain substantially the following conditions with respect to release of escrow to Licensee: (i) Licensor is adjudged bankrupt, and/or (ii) in the event of a catastrophic loss which terminates Licensor's operations, then Licensee shall have a non-exclusive, royalty-free, perpetual, worldwide license to use the source code released from the escrow in its sole discretion, solely for its own internal use and not for any resell, license, or sub-license. **In consideration of Licensor placing the source code in escrow, Licensee will pay an annual escrow fee of $1,000, plus a $500 escrow initiation fee, for the first license year and an annual source code escrow fee of $1,000 thereafter.** All charges for additional services which may be requested from the escrow company by Licensee as a beneficiary to the escrow agreement shall be payable by Licensee.

19. **EXCLUSIVE REMEDY.** LICENSEE'S EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY SHALL BE FOR LICENSOR TO REPAIR OR REPLACE THE DEFECTIVE PORTION OF THE SYSTEM OR AT LICENSOR'S ELECTION, TO REFUND THE LICENSE FEES PAID FOR THE DEFECTIVE PORTION OF THE SOFTWARE, FROM THE DATE THE DEFECT IS IDENTIFIED TO THE END OF THE CURRENT LICENSE YEAR.

20. **LIMITATION OF DAMAGES.** EXCEPT FOR CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES FOR ANY LOSS OR CLAIM BY EITHER PARTY.

21. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED IN SECTIONS 8, 9, AND 10, AND EXCEPT FOR BODILY INJURY OR VIOLATIONS OF SECTION 22, CONFIDENTIAL INFORMATION, IT IS UNDERSTOOD AND AGREED THAT NEITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE OR OTHERWISE, SHALL EXCEED THE AMOUNT RECEIVED BY LICENSOR FROM THE LICENSEE FOR THE LICENSE YEAR IN WHICH THE CAUSE OF ACTION AROSE. THE PRICE STATED HEREUNDER IS A CONSIDERATION IN LIMITING EACH PARTY'S LIABILITY.

22. **Confidential Information.**

a. Each party acknowledges that confidential information (including trade secrets, software source code and functions and capabilities of the password-protected maintenance module accessible to Licensee, support services, technical user guide and training materials, one-time build fee structures, the contents of any negotiations of such confidential information between the parties to this Agreement, and confidential or proprietary technical, financial, and business information, including but not limited to material marked and identified as "confidential") (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party except for the purposes of this Agreement. LICENSEE EXPRESSLY AGREES THAT, UNLESS ORDERED BY A COURT OF COMPETENT JURISDICTION, IT WILL NOT DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION, AS SUCH IS IDENTIFIED IN THIS LICENSE AGREEMENT OR THE ATTACHED EXHIBIT A, WITHOUT FIRST OBTAINING THE APPROVAL OF LICENSOR IN WRITING. THIS SPECIFICALLY INCLUDES ANY KIND OF PUBLIC INFORMATION REQUEST. IT IS THE RESPONSIBILITY OF LICENSOR TO SEEK INJUNCTIVE RELIEF IF THE LICENSOR AND LICENSEE CANNOT AGREE ON WHAT IT PRODUCED IN RESPONSE TO AN OPEN RECORDS REQUEST. Licensee will promptly report to Licensor any disclosure of Licensor's Confidential Information that the Licensee becomes aware of and provide reasonable assistance to Licensor in the investigation and prosecution of any such unauthorized use or disclosure.

b. Notwithstanding the foregoing, the recipient of Confidential Information may use or disclose the Confidential Information to the extent that such Confidential Information is: (i) already known by the recipient without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient, (iii) rightfully received from a third party without any obligation of confidentiality, (iv) independently developed by the recipient without use of the Confidential Information of the disclosing party, (v) approved by the disclosing party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient provides the disclosing party with notice of such requirement prior to any such disclosure and takes reasonable steps available to maintain the information in confidence, including allowing the disclosing party to participate in proceedings to defend the confidentiality of the Confidential Information should the Licensee decide to do so in its discretion.

c. Licensor acknowledges that Licensee is a public entity subject to the requirements of the Iowa Open Records Law and that Licensee shall endeavor to maintain the confidentiality of the Confidential Information of Licensor subject to the requirements of the Iowa Open Records Law and except to the extent, Licensee's employees, contractors, and consultants have a need to access such Licensor

Confidential Information in order to enable the Licensee to exercise its rights under this Agreement. Nothing in this Paragraph shall be construed to relieve Licensee of any of the duties and provisions of Subsection 22.b., above.

d. Licensee agrees not to use, or allow its employees or independent contractors to use, the Software and / or Licensor's Confidential Information to create any computer software or documentation that is substantially similar to the Software or its related documentation.

23. **Return of Confidential Information.** Upon the termination of this Agreement for any reason whatsoever, each party may request of the other that all documents, information, data, and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the party shall be entitled to charge a reasonable fees and materials charge for doing so. If no request is received for the return of Confidential Information within thirty (30) days of the termination of this Agreement, the Confidential Information shall be destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever.

24. **Notices.**

a. *Generally*. Except as provided in Subsection 22.b., notices delivered pursuant to this Agreement shall be sent to the people and addresses shown in this Section. Generally, notices shall be delivered by First Class Mail or courier service. Such notice shall be deemed to have been given when deposited in the United States Mail or courier service properly addressed to the intended recipient.

| To Licensor | To Licensee |
|---|---|
| Bret C. Keast, AICP, President<br>**enCode**Plus, LLC<br>1415 Highway 6, Suite A-300<br>Sugar Land, TX 77478<br>Tel: (281) 302-5847<br>Fax: (281) 242-4115<br>Email: bret@enCodePlus.com<br><br>*With copy to:*<br>William G. Harger, Attorney at Law<br>William G. Harger & Associates, PLLC<br>704 Main Street<br>Richmond, Texas 77469<br>Tel: (281) 202-6000<br>Fax: (281) 715-4343 fax<br>Email: harger@hargerlaw.com | David Wilwerding<br>Community Development Director<br>6221 Merle Hay Road; P.O. Box 410<br>Johnston, Iowa 50131<br>Tel: (515) 727-7775<br>Fax: (515) 727-7776<br>Email: dwilwerding@cityofjohnston.com<br><br>*With a copy to:*<br>Jim Sanders<br>City Administrator<br>6221 Merle Hay Road; P.O. Box 410<br>Johnston, Iowa 50131<br>Tel: (515) 278-2344<br>Fax: (515) 278-2033<br>Email: jsanders@cityofjohnston.com |

b. *Upgrades, Maintenance, Service Interruptions, and Planned Outages*. Notices regarding upgrades, maintenance, service interruptions, and planned outages shall be delivered by electronic mail to the following individuals:

- Mayor or designee;
- City Administrator or designee; and
- City Administrator Support staff.

Licensee may change the individuals who receive notice pursuant to this subsection by electronic mail notice to Licensor.

25. **Assignment.** Licensor may not assign its rights and obligations under this Agreement without prior written notice to Licensee no less than 30 days prior to assignment. Licensee may thereafter continue with the terms of this Agreement attempt to renegotiate with the assignee, or terminate this license pursuant to the provisions of Section 3, Term of License.

26. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

27. **No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

28. **Effective Date.** The effective date shall be the date on which the Licensee executes this Agreement, or such other date as may be agreed to by the parties and indicated as "Effective Date" below.

29. **Dispute Resolution; Choice of Law and Forum.** Licensor and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Iowa. Any legal dispute between the parties shall be resolved in the following manner:

    a. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.

    b. The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within 10 days after receipt of said notice. The notice and response shall include: (1) a statement of the party's position and a summary of the facts and arguments supporting its position; and (2) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within 20 days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

    c. If the controversy or claim has not been resolved within 30 days of the first meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.

    d. If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within 90 days of the commencement of such procedure, parties may bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Polk County, Iowa; and all parties consent to Polk County, Iowa, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.

e. Nothing in this Section shall prevent a Party from bringing an action for injunctive relief if such relief is necessary for the protection of a right or property or proprietary information which might be lost absent such relief.

30. **Integration**. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

31. **Force Majeure**. Neither party shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, or act of government provided that written notice thereof is provided to the other party promptly upon discovery thereof and uses its best efforts to cure the delay.

32. **Amendments and Modifications**. No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties.

33. **General Interpretation**. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

34. **Further Assurances**. Each of the parties agree to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this Agreement.

35. **Severability**. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

36. **Indemnity.** Each Party (each, an "Indemnitor") shall defend, indemnify and hold the other Party (the "Indemnitee"), its parent, subsidiaries, affiliates, and their respective directors, officers, agents, representatives, contractors, employees, successors and assigns, harmless from and against any and all costs, expenses, damages, claims, suits, actions, liabilities, losses and judgments, including, without limitation, attorneys' fees and legal expenses, based upon personal injury and/or death, property damage, and breaches of confidentiality arising exclusively out of Indemnitor's performance of this Agreement, or otherwise exclusively arising in connection with the acts or omissions of Indemnitor, its employees, agents

or contractors. This obligation shall extend beyond the termination or expiration of this Agreement.

| | |
|---|---|
| | **April 15, 2016** |
| | Effective Date |
| City of Johnston | **enCode**Plus, LLC |
| Licensee | Licensor |
| | |
| Authorized Agent Signature | Authorized Agent Signature |
| | |
| Paula Dierenfeld, Mayor | Bret C. Keast, President |
| Authorized Agent (Typed) | Authorized Agent (Typed) |
| | |
| Date | Date |

1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

## Exhibit A
## Non-Disclosure Agreement and Request for Username and Password

The City of Johnston, Iowa ("Licensee") requests that a new password be issued by **enCode**Plus, LLC ("Licensor") for the benefit of Licensee to enable the undersigned user ("User") to access and use the maintenance module and User Guide for the software program. Licensee and the undersigned agree to comply with the below provisions of the license agreement between Licensor and Licensee:

"Licensee agrees that each person having administrative or maintenance access to the Software, including but not limited to employees, contract workers, any third parties acting on behalf of Licensee or any other person or entity acting as an agent for Licensee in any capacity, shall be identified to Licensor and issued a unique password. Each person receiving a password must first complete and sign this non-disclosure agreement ("NDA"). Submission of such a completed NDA will constitute a request by Licensee for issuance of a new password for a particular individual, and upon receipt of a completed NDA, Licensor will issue a password for that individual user. Passwords are not transferable. When Licensee becomes aware that a user will no longer need a password, for any reason, Licensee agrees to immediately notify Licensor that the password is no longer active. Any replacement users will be issued a new password. Licensee assumes full responsibility for any improper use of a password issued at the request of Licensee, and indemnifies Licensor from any loss by or damage to Licensor that may occur as a result of an improper use of any such password.

Licensee assumes full responsibility for any **enCode**Plus User Guides ("Guide") used online by Licensee or anyone using a password issued for the benefit of Licensee. Licensee acknowledges that such Guides contain Confidential Information and proprietary information which is very valuable to Licensor, and could be used by competitors to the detriment of Licensor. Licensee agrees to keep such information in a secure location, and not allow any copies of such Guides or portions of such Guides to leave the premises of Licensee. Licensee agrees to use at least such security measures to protect the Guides, portions of the Guides, or any other information obtained through the use of a password issued at the request of Licensee, as secure as any other information under Licensee's possession or control which Licensee considers to be confidential, proprietary or sensitive.

Each party acknowledges that confidential and/or proprietary information (including trade secrets, software source code and functions and capabilities of the password-protected maintenance module accessible to Licensee, support services, technical user guide and training materials, one-time build fee structures, the contents of any negotiations of such confidential information between the parties to this Agreement, and confidential or proprietary technical, financial, and business information, including but not limited to material marked and identified as "confidential") (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party to any other person or entity except as necessary

for the purposes of this Agreement. LICENSEE EXPRESSLY AGREES THAT, UNLESS ORDERED BY A COURT OF COMPETENT JURISDICTION, IT WILL NOT DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION, AS SUCH IS IDENTIFIED IN THIS LICENSE AGREEMENT OR THE ATTACHED EXHIBIT A, WITHOUT FIRST OBTAINING THE APPROVAL OF LICENSOR IN WRITING. THIS SPECIFICALLY INCLUDES ANY KIND OF PUBLIC INFORMATION REQUEST. IT IS THE RESPONSIBILITY OF LICENSOR TO SEEK INJUNCTIVE RELIEF IF THE LICENSOR AND LICENSEE CANNOT AGREE ON WHAT IT PRODUCED IN RESPONSE TO AN OPEN RECORDS REQUEST. Licensee will promptly report to Licensor any disclosure of Licensor's Confidential Information that the Licensee becomes aware of and provide reasonable assistance to Licensor in the investigation and prosecution of any such unauthorized use or disclosure."

The undersigned supervisor agrees to enforce the above provisions and be responsible for the User's compliance with the above provisions.

_____

SUPERVISOR

Printed name:_____

Date:_____

_____

**USER NO. 1**

Printed name:_____

Date:_____

User's address:_____

_____

_____

User's relationship to Licensee:_____

Username: _____

User's password: Securely issued upon establishing user

1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

---

**USER NO. 2**

Printed name:_____

Date:_____

User's address:_____

_____

_____

User's relationship to Licensee:_____

Username: _____

User's password: Securely issued upon establishing user

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**USER NO. 3**

Printed name:_____

Date:_____

User's address:_____

_____

_____

User's relationship to Licensee:_____

Username: _____

User's password: Securely issued upon establishing user

---

**USER NO. 4**

Printed name:_____

Date:_____

User's address:_____

_____

_____

User's relationship to Licensee:_____

Username: _____

User's password: Securely issued upon establishing user

BM1

| BANK RECONCILIATION REPORT | | | | 03/31/16 | |
|---|---|---|---|---|---|
| | | | | | |
| **BOOK BALANCES** | | | **CASH & INVESTMENTS** | | |
| FUND | | | 9350 Empl 8646028 | $ | 5,471.28 |
| | | | Pool 001-8007 | $ | 1,536,741.06 |
| General | $ | 4,007,920.93 | 9300 Medical 84336577 | $ | 301,571.56 |
| | | | 6001 Water Petty Cash/Change | $ | 100.00 |
| Special Revenue | $ | 6,166,698.93 | 1000 Library Change Fund | $ | 205.00 |
| | | | 1000 Library Petty Cash | $ | 25.00 |
| Debt Service | $ | 3,994,082.85 | 1000 Finance Petty Cash | $ | 50.00 |
| | | | 1000 Police Petty Cash | $ | 50.00 |
| Capital Projects | $ | 16,845,813.88 | 26297 Investment Pool | $ | 20,286,834.69 |
| | | | 27761 2012A G.O. BONDS | $ | - |
| Water Enterprise | $ | 3,051,962.26 | 27891 CD IPAIT | $ | - |
| | | | Wells Fargo Investment | $ | 1,280,649.11 |
| Wastewater Enterprise | $ | 4,298,009.92 | Grinnell Bank 2013B G.O. Bonds | | 421,268.15 |
| | | | Grinnell Bank 2014A G.O. Bonds | | 240,736.99 |
| Stormwater Enterprise | $ | 994,918.90 | Grinnell Bank 2015A G.O. Bonds | | 6,915,241.48 |
| | | | PMA Financial 2015A G.O. Bonds | | 9,178,332.02 |
| Internal Service | $ | 727,158.08 | Total Bank | $ | 40,167,276.34 |
| | | | | | |
| | | | | | |
| | | | Auditor Adjustment | $ | - |
| | | | | | |
| | | | | | |
| | | | Outstanding Deposit | $ | 110.43 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | Outstanding Checks: | | |
| | | | 9350 #8646028 | $ | - |
| | | | Pool #18007 | $ | (80,821.02) |
| | | | 9300 #84336577 | $ | - |
| | | | | $ | (80,821.02) |
| | | | | | |
| | | | | | |
| Total Books | $ | 40,086,565.75 | Adjusted Bank | $ | 40,086,565.75 |
| | | | | $ | - |

| Treasurer's Investment Report March 2016 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Fund No. | I.D. Number or Purpose | Purchase Date | Mature Date | On Hand 03/01/16 | Deposits | Withdrawals | On Hand 03/312016 | Interest Received |
| Pool | 01-8007 | | | 857,283.38 | 3,564,120.00 | 2,884,662.32 | 1,536,741.06 | |
| 9300 | 84336577 | | | 246,009.91 | 151,561.65 | 96,000.00 | 301,571.56 | |
| 9350 | 8646028 | | | 5,683.38 | 8,680.38 | 8,892.48 | 5,471.28 | |
| Pool | Petty Cash | | | 430.00 | | | 430.00 | |
| 2013B | Grinnell | | | 421,084.68 | 183.47 | | 421,268.15 | 183.47 |
| 2014A | Grinnell | 08.14.14 | | 655,833.50 | 285.75 | 415,382.26 | 240,736.99 | 285.75 |
| 2015A | Grinnell | | | 7,084,166.79 | 3,074.69 | 172,000.00 | 6,915,241.48 | 3,074.69 |
| I.P. | 26297 | | | 21,506,214.13 | 620.56 | 1,220,000.00 | 20,286,834.69 | 620.56 |
| C.P. | 27761 | | | 0.00 | | | 0.00 | |
| Wells | 73050 | | | 1,280,496.49 | 152.62 | | 1,280,649.11 | 152.62 |
| PMA | 1452102 | | | 3,006,170.18 | 597.11 | | 3,006,767.29 | 597.11 |
| PMA | 3264701 | | | 6,210,329.13 | 1,235.60 | 40,000.00 | 6,171,564.73 | 1,235.60 |
| TOTALS | | | | 41,273,701.57 | 3,730,511.83 | 4,836,937.06 | 40,167,276.34 | 6,149.80 |

BM2

BM3

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



| FUND | BEGINNING CASH BALANCE | Y-T-D RECEIPTS | ACCOUNTS RECEIVABLE | BOND PROCEEDS | TRANSFERS IN | Y-T-D DISBURSEMENTS | ACCOUNTS PAYABLE | TRANSFERS OUT | ENDING CASH BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| GENERAL | | | | | | | | | |
| 010-GENERAL FUND | 4,735,020.62 | 7,134,261.11 | 186,237.27 | 0.00 | 28,000.00 | 8,198,482.53 | ( 122,155.22) | 330,762.25 | 3,059,644.46 |
| 011-HOTEL-MOTEL TAX | 93,120.84 | 241,715.18 | 0.00 | 0.00 | 0.00 | 95,936.90 | ( 49,675.26) | 83,000.00 | 106,223.86 |
| 012-COUNCIL RESERVE | 275.55 | 0.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 275.57 |
| 014-EMPLOYEE WORK CLOTHING | 4,012.04 | 0.32 | 0.00 | 0.00 | 2,000.00 | 0.00 | ( 1,449.08) | 0.00 | 4,563.28 |
| 020-ASSESSMENT RESERVE | 118,009.51 | 12.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 118,022.07 |
| 030-PROJECT DEVELOPMENT | 66,546.65 | 7.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 66,553.75 |
| 040-EQUIP REPLACEMENT RESERVE | 619,385.43 | 67.40 | 0.00 | 0.00 | 413,133.03 | 343,115.62 | ( 36,832.30) | 0.00 | 652,637.94 |
| TOTAL GENERAL | 5,636,370.64 | 7,376,063.69 | 186,237.27 | 0.00 | 443,133.03 | 8,637,535.05 | ( 210,111.86) | 413,762.25 | 4,007,920.93 |
| SPECIAL REVENUE | | | | | | | | | |
| 125-T.I.F. #1 EAST CENTRAL | 1,123,894.86 | 479,521.63 | 0.00 | 0.00 | 0.00 | 275,465.13 | ( 3,141.00) | 441,750.15 | 883,060.21 |
| 126-T.I.F. #2 BEAVER CRK WEST | 1,483,237.63 | 160.10 | 0.00 | 0.00 | 0.00 | 758.00 | 0.00 | 12,000.06 | 1,470,639.67 |
| 127-T.I.F. #3 NW 62ND AVE | 814,299.51 | 1,651,410.54 | 0.00 | 0.00 | 0.00 | 481,856.10 | 0.00 | 879,900.12 | 1,103,953.83 |
| 128-T.I.F. #4 WINDSOR OFF PK | 545,618.32 | 24,809.80 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14,913.81 | 555,514.31 |
| 129-T.I.F. #5 NW 100TH AVE | 598,700.06 | 298,917.06 | 0.00 | 0.00 | 0.00 | 30,345.50 | 0.00 | 26,250.03 | 841,021.59 |
| 130-T.I.F. #6 WEST CENTRAL | 2,375.41 | 0.02 | 0.00 | 0.00 | 0.00 | 14,026.22 | ( 3,122.50) | 0.00 | ( 14,773.29) |
| SUB-TOTAL T.I.F. | 4,568,125.79 | 2,454,819.15 | 0.00 | 0.00 | 0.00 | 802,450.95 | ( 6,263.50) | 1,374,814.17 | 4,839,416.32 |
| 140-ROAD USE TAX | 688,816.47 | 1,679,947.04 | 0.00 | 0.00 | 0.00 | 1,159,552.13 | ( 44,251.60) | 161,670.78 | 1,003,289.00 |
| 167-POLICE TRUST - STATE | 50,696.90 | 4,167.23 | 0.00 | 0.00 | 0.00 | 15,735.59 | ( 500.00) | 0.00 | 38,628.54 |
| 168-ODCP DRUG TRAINING GRANT | 2,294.24 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,294.38 |
| 169-POLICE TRUST-FEDERAL | 895.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 895.36 |
| 170-SENIOR CITIZENS | 3,677.51 | 107.62 | 0.00 | 0.00 | 5,300.00 | 3,066.99 | 0.00 | 0.00 | 6,018.14 |
| 171-LIBRARY TRUST | 50,298.46 | 18,397.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28,000.00 | 40,695.71 |
| 172-TREES | 41,317.55 | 8,620.39 | 0.00 | 0.00 | 30,000.00 | 6,209.70 | 0.00 | 0.00 | 73,728.24 |
| 181-EAST PARK DISTRICT | 4,001.98 | 0.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,002.38 |
| 183-NORTHRIDGE PARK DISTRICT | 94,490.38 | 10.19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 94,500.57 |
| 184-NORTH PARK DISTRICT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 185-NORTHWEST PARK DISTRICT | 15,508.34 | 1.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,509.96 |
| 186-SOUTHWEST PARK DISTRICT | 47,715.36 | 4.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 47,720.33 |
| SUB-TOTAL | 999,712.55 | 1,711,256.85 | 0.00 | 0.00 | 35,300.00 | 1,184,564.41 | ( 44,751.60) | 189,670.78 | 1,327,282.61 |
| TOTAL SPECIAL REVENUE | 5,567,838.34 | 4,166,076.00 | 0.00 | 0.00 | 35,300.00 | 1,987,015.36 | ( 51,015.10) | 1,564,484.95 | 6,166,698.93 |
| DEBT SERVICE | | | | | | | | | |
| 201-2016A $1,020,000/$8,095M | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 206-2006C $2.495M OF $3.625M | 11,483.63 | 1.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,484.78 |
| 207-2011B $1,850,000 | 2,176.12 | 8.86 | 0.00 | 0.00 | 167,250.06 | 21,606.25 | 0.00 | 0.00 | 147,828.79 |
| 208-2012A $955,000/$9.19M | 31,438.57 | 5.24 | 0.00 | 0.00 | 42,000.03 | 8,363.69 | 0.00 | 0.00 | 65,080.15 |
| 209-2013B $4,385,000/$18,095M | 8,317.81 | 10.67 | 0.00 | 0.00 | 232,500.06 | 68,956.63 | 0.00 | 0.00 | 171,871.91 |
| SUB-TOTAL T.I.F. #1 | 53,416.13 | 25.92 | 0.00 | 0.00 | 441,750.15 | 98,926.57 | 0.00 | 0.00 | 396,265.63 |

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



| FUND | BEGINNING CASH BALANCE | Y-T-D RECEIPTS | ACCOUNTS RECEIVABLE | BOND PROCEEDS | TRANSFERS IN | Y-T-D DISBURSEMENTS | ACCOUNTS PAYABLE | TRANSFERS OUT | ENDING CASH BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 212-2000A $450,000 OF $9.155 | 995.40 | 0.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 995.52 |
| 213-2001A $1.560M/$9.155M | 1,295.31 | 0.81 | 0.00 | 0.00 | 12,000.06 | 239.00 | 0.00 | 0.00 | 13,057.18 |
| SUB-TOTAL T.I.F. #2 | 2,290.71 | 0.93 | 0.00 | 0.00 | 12,000.06 | 239.00 | 0.00 | 0.00 | 14,052.70 |
| 221-1999B $950,000 OF $2.250 | 823.72 | 0.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 823.83 |
| 222-200A $1.560M/$9.155M | 106.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 106.40 |
| 223-2001A $870,000/$3.360M | 957.11 | 3.59 | 0.00 | 0.00 | 63,337.50 | 1,183.50 | 0.00 | 0.00 | 63,114.70 |
| 224-2001C $935,000/$2.060M | 509.41 | 3.69 | 0.00 | 0.00 | 66,187.53 | 1,248.50 | 0.00 | 0.00 | 65,452.13 |
| 225-2002B $1,620M/$4.655M | 3,058.51 | 6.49 | 0.00 | 0.00 | 108,375.03 | 3,945.50 | 0.00 | 0.00 | 107,494.53 |
| 226-2011C $4,045,000/$8.57M | 786.60 | 9.82 | 0.00 | 0.00 | 213,000.03 | 49,230.55 | 0.00 | 0.00 | 164,565.90 |
| 227-2013B $1,065,000/$18,095M | 3,636.73 | 2.84 | 0.00 | 0.00 | 57,750.03 | 16,814.50 | 0.00 | 0.00 | 44,575.10 |
| 228-2015A $2,385,000/$21,620M | 0.00 | 19.04 | 0.00 | 0.00 | 371,250.00 | 51,640.14 | 0.00 | 0.00 | 319,628.90 |
| SUB-TOTAL T.I.F. #3 | 9,878.48 | 45.58 | 0.00 | 0.00 | 879,900.12 | 124,062.69 | 0.00 | 0.00 | 765,761.49 |
| 241-2012A $755,000/$9.19M | 26,094.99 | 3.91 | 0.00 | 0.00 | 26,250.03 | 6,143.87 | 0.00 | 0.00 | 46,205.06 |
| SUB-TOTAL T.I.F. #5 | 26,094.99 | 3.91 | 0.00 | 0.00 | 26,250.03 | 6,143.87 | 0.00 | 0.00 | 46,205.06 |
| TOTAL T.I.F. DEBT | 91,680.31 | 76.34 | 0.00 | 0.00 | 1,359,900.36 | 229,372.13 | 0.00 | 0.00 | 1,222,284.88 |
| 251-1992/2003B $265,000 | 64.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 64.84 |
| 258-1998C $1,070,000 | 907.73 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 907.74 |
| 259-1999A $1,785M | 548.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 548.15 |
| 260-1999B $1.3M/ $2.250M | 0.00 | 317.48 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 317.48 |
| 261-2000A $7.145M/ $9,155M | 1.13 | 2,859.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,860.42 |
| 262-2001A $2.290/$3.360M | 29.40 | 123,797.33 | 0.00 | 0.00 | 0.00 | 3,080.00 | 0.00 | 0.00 | 120,746.73 |
| 263-2001C $1.125/$2.060M | 3.96 | 58,349.60 | 0.00 | 0.00 | 0.00 | 1,499.00 | 0.00 | 0.00 | 56,854.56 |
| 264-2002B $3.035M/ $4.655M | 3,591.07 | 151,502.16 | 0.00 | 0.00 | 0.00 | 7,392.00 | 0.00 | 0.00 | 147,701.23 |
| 265-2004A $4,145,000 | 52,039.38 | 5.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 52,044.72 |
| 266-2005B $8,955,000 | 47,258.92 | 416,395.63 | 0.00 | 0.00 | 23,284.53 | 72,935.00 | 0.00 | 0.00 | 414,004.08 |
| 267-2005C $900,000 | 1,718.86 | 3.63 | 380,000.00 | 0.00 | 60,000.12 | 8,389.90 | 384,549.00 | 0.00 | 57,881.71 |
| 268-2006B $6,210,000 | 51,434.16 | 273,935.01 | 0.00 | 0.00 | 34,101.81 | 56,047.25 | 1,084.00 | 0.00 | 304,507.73 |
| 269-2006C $1.130M $3.625M | 1,158.64 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,158.65 |
| 270-2007B | 82.32 | 251,203.40 | 0.00 | 0.00 | 0.00 | 59,603.13 | 0.00 | 0.00 | 191,682.59 |
| 271-2008A $3,195,000 | 20,624.03 | 109,605.10 | 0.00 | 0.00 | 72,365.31 | 36,524.00 | 425.00 | 0.00 | 166,495.44 |
| 272-2010B $970,000 | 45.75 | 48,763.50 | 0.00 | 0.00 | 0.00 | 11,068.75 | 0.00 | 0.00 | 37,740.50 |
| 273-2011C $4,525,000/$8.57M | 2,015.34 | 176,151.57 | 0.00 | 0.00 | 0.00 | 54,999.45 | 0.00 | 0.00 | 123,167.46 |
| 274-2012A $7.48M/$9,190,000 | 1,667.34 | 199,696.97 | 0.00 | 0.00 | 107,620.56 | 66,895.57 | 0.00 | 0.00 | 242,089.30 |
| 275-2013B $12,645M/$18,095M | 346.42 | 391,483.23 | 0.00 | 0.00 | 237,236.31 | 197,957.00 | 18.96 | 0.00 | 431,127.92 |
| 276-2014A $7,800,000M | ( 129,091.88) | 288,837.61 | 0.00 | 0.00 | 104,616.09 | 111,125.00 | 176,784.00 | 0.00 | 330,020.82 |
| 277-2015A $18,845M/$21,620M | 0.00 | 324,092.56 | 0.00 | 0.00 | 134,162.37 | 368,379.03 | 0.00 | 0.00 | 89,875.90 |
| 278-2016A $7,695M OF $8,521M | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SUB-TOTAL T.I.F. | 54,445.56 | 2,816,999.43 | 380,000.00 | 0.00 | 773,387.10 | 1,055,895.08 | 562,860.96 | 0.00 | 2,771,797.97 |
| TOTAL DEBT SERVICE | 146,125.87 | 2,817,075.77 | 380,000.00 | 0.00 | 2,133,287.46 | 1,285,267.21 | 562,860.96 | 0.00 | 3,994,082.85 |

| FUND | BEGINNING CASH BALANCE | Y-T-D RECEIPTS | ACCOUNTS RECEIVABLE | BOND PROCEEDS | TRANSFERS IN | Y-T-D DISBURSEMENTS | ACCOUNTS PAYABLE | TRANSFERS OUT | ENDING CASH BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| CAPITAL PROJECTS | | | | | | | | | |
| 313-SIDEWALK CONSTRUCTION | 21,635.25 | 2.01 | 0.00 | 0.00 | 0.00 | 0.00 | ( 293.00) | 0.00 | 21,344.26 |
| 314-CROWN POINT IMPROVEMENTS | 1,061.12 | 0.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,061.14 |
| 315-NW 62ND& 103RD INT-NCL | 620,056.97 | 1,322.97 | 179,661.00 | 0.00 | 0.00 | 123,316.44 | ( 75,613.13) | 0.00 | 242,789.37 |
| 316-NW 64th & 63rd PL & MHR | 290,984.01 | 10.78 | 0.00 | 0.00 | 0.00 | 387,735.74 | ( 2,438.00) | 0.00 | ( 99,178.95) |
| 317-AUGUSTINE TRAIL | 0.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.11 |
| 318-PARK & TRAIL IMPROVEMENT | 235,749.62 | 98,614.01 | 0.00 | 0.00 | 125,000.00 | 25,929.05 | 0.00 | 0.00 | 433,434.58 |
| 325-FIBER OPTIC PROJECT | 450,323.85 | 44,107.55 | 7,734.00 | 0.00 | 0.00 | 87,647.68 | ( 1,911.00) | 0.00 | 397,138.72 |
| 333-NW 62ND-NW 86TH TO PPKWY | 262,829.25 | 27.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 262,857.24 |
| 334-MERLE HAY EAST IMPROVEMEN | 3,966,206.33 | 258,672.18 | 1,169,934.00 | 0.00 | 0.00 | 2,524,096.19 | 516,956.94 | 0.00 | 1,047,805.26 |
| 335-SIGNALIZATION PROJECTS | 151,063.32 | 10,244.82 | 0.00 | 0.00 | 0.00 | 15,157.68 | ( 11,052.19) | 0.00 | 135,098.27 |
| 338-JOINT PUBLIC SAFETY BLDG | 767,930.27 | 12,321.34 | 32,248.00 | 0.00 | 0.00 | 351,597.31 | ( 35,593.69) | 0.00 | 360,812.61 |
| 339-SATELLITE FIRE STATION | 381.61 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 381.61 |
| 340-TERRA LAKE | 2,234,002.17 | 435,738.76 | 324,100.00 | 0.00 | 0.00 | 187,756.00 | 32,562.04 | 0.00 | 2,190,446.97 |
| 341-LEW CLARKSON IMPROVEMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 342-2012 STORM DRAINAGE IMP | 770,737.32 | 2,074.63 | 2,413,091.00 | 0.00 | 0.00 | 241,197.65 | 2,189,850.37 | 0.00 | 308,373.67 |
| 343-BEAVER DR.TRAIL | 601,380.93 | 1,286.80 | 157,441.00 | 0.00 | 0.00 | 63,530.20 | ( 185.50) | 0.00 | 381,511.03 |
| 344-NW BEAVER DR/JOHNSTON DR | 1,037,034.34 | 167.20 | 692,751.00 | 0.00 | 0.00 | 102,064.36 | ( 334,920.63) | 0.00 | ( 92,534.45) |
| 345-54th AVENUE IMPROVEMENTS | 2,268.26 | 0.24 | 0.00 | 0.00 | 0.00 | 45,178.79 | 0.00 | 0.00 | ( 42,910.29) |
| 346-70TH AVE IMP (86TH-107TH) | 8,044,025.09 | 15,564.77 | 2,520.00 | 0.00 | 0.00 | 334,384.93 | 324,019.48 | 0.00 | 8,046,704.41 |
| 347-STORM WATER CAPITAL IMPR | ( 556,437.00) | 0.00 | 73,273.00 | 0.00 | 0.00 | 0.00 | 629,710.00 | 0.00 | 0.00 |
| 348-MERLE HAY & NW 62ND INTE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 349-NW 100TH (NW62NDtoNW 70TH | 4,254,039.43 | 430,607.94 | 86,663.00 | 0.00 | 0.00 | 1,358,666.11 | ( 124,014.32) | 0.00 | 3,115,303.94 |
| 350-2014 WETLAND MITIGATION | 60,733.43 | 227.67 | 0.00 | 0.00 | 0.00 | 6,496.90 | 0.00 | 0.00 | 54,464.20 |
| 355-CAPITAL IMPR. RESERVE | 80,901.60 | 8.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 80,910.18 |
| TOTAL CAPITAL PROJECTS | 23,296,907.28 | 1,311,000.26 | 5,139,416.00 | 0.00 | 125,000.00 | 5,854,755.03 | 3,107,077.37 | 0.00 | 16,845,813.88 |
| ENTERPRISE | | | | | | | | | |
| 601-WATER O/M | 793,437.37 | 3,201,405.92 | ( 94,185.00) | 0.00 | 0.00 | 2,503,185.18 | 295,103.66 | 558,222.21 | 1,322,724.56 |
| 602-1997A, 2011A WTR SINKING | 533,928.75 | 78.87 | 0.00 | 0.00 | 412,500.06 | 54,320.00 | 0.00 | 0.00 | 892,187.68 |
| 603-1997A, 2001B BOND RESERVE | 210,950.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 210,950.00 |
| 604-1997A, 2001B IMPROVEMENT | 163,280.51 | 17.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 163,298.14 |
| 605-NW AREA WATER IMPROVEMENT | 20,366.36 | 1.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,368.06 |
| 607-SAYLORVILLE WATER CONNECT | 1,936,636.87 | 5,120.11 | 303,553.00 | 0.00 | 0.00 | 1,152,885.36 | ( 89,678.04) | 0.00 | 395,640.58 |
| 608-NW BEAVER DR BOOSTER STA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 609-WATER EQUIPMENT REPLACEME | 77,560.95 | 5.24 | 0.00 | 0.00 | 10,929.78 | 52,000.43 | ( 82.30) | 0.00 | 36,413.24 |
| 625-CUSTOMER DEPOSITS | 9,620.00 | 4,860.00 | 0.00 | 0.00 | 0.00 | 4,100.00 | 0.00 | 0.00 | 10,380.00 |
| SUB-TOTAL WATER ENTERPRISE | 3,745,780.81 | 3,211,489.47 | 209,368.00 | 0.00 | 423,429.84 | 3,766,490.97 | 205,343.32 | 558,222.21 | 3,051,962.26 |
| 631-SEWER O/M | 1,628,142.14 | 2,136,299.65 | ( 1,779.41) | 0.00 | 0.00 | 1,350,611.38 | 760,979.99 | 498,122.55 | 2,678,467.26 |
| 632-03A, 05A, 06A BOND SINKIN | 386,514.29 | 56.99 | 0.00 | 0.00 | 304,177.59 | 44,357.50 | 0.00 | 0.00 | 646,391.37 |
| 633-03A,05A,06A RESERVE | 563,535.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 563,535.12 |
| 634-03A,05A,06A IMPROVEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 635-SEWER ASSESSMENT RESERVE | 0.00 | 106,742.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 106,742.00 |
| 638-NW AREA SANITARY DISTRICT | 1,295,032.61 | 49,589.29 | 1,309,353.96 | 0.00 | 0.00 | 3,341.01 | 376,265.52 | 121,599.90 | 286,592.55 |
| 639-SEWER EQUIPMENT REPLACEME | 48,653.23 | 2.56 | 0.00 | 0.00 | 19,708.56 | 52,000.43 | ( 82.30) | 0.00 | 16,281.62 |
| SUB-TOTAL WASTEWATER ENTERPRISE | 3,921,877.39 | 2,292,690.49 | 1,307,574.55 | 0.00 | 323,886.15 | 1,450,310.32 | 1,137,163.21 | 619,722.45 | 4,298,009.92 |

| FUND | BEGINNING CASH BALANCE | Y-T-D RECEIPTS | ACCOUNTS RECEIVABLE | BOND PROCEEDS | TRANSFERS IN | Y-T-D DISBURSEMENTS | ACCOUNTS PAYABLE | TRANSFERS OUT | ENDING CASH BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 671-STORM WATER O&M | 739,743.23 | 529,975.60 | 3,056,074.24 | 0.00 | 0.00 | 56,560.07 | 3,165,679.00 | 327,844.62 | 994,918.90 |
| 672-2016A STORM WATER SINKING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 675-STORM WATER IMPROVEMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SUB-TOTAL STORM WATER ENTERPRISE | 739,743.23 | 529,975.60 | 3,056,074.24 | 0.00 | 0.00 | 56,560.07 | 3,165,679.00 | 327,844.62 | 994,918.90 |
| TOTAL ENTERPRISE | 8,407,401.43 | 6,034,155.56 | 4,573,016.79 | 0.00 | 747,315.99 | 5,273,361.36 | 4,508,185.53 | 1,505,789.28 | 8,344,891.08 |
| TOTAL BUDGETED FUNDS | 43,054,643.56 | 21,704,371.28 | 10,278,670.06 | 0.00 | 3,484,036.48 | 23,037,934.01 | 7,916,996.90 | 3,484,036.48 | 39,359,407.67 |
| NON-PROGRAM, INTERNAL SERVICES | | | | | | | | | |
| 950-HEALTH DEDUCTIBLE CLAIMS | 613,914.61 | 1,036,053.14 | 0.00 | 0.00 | 0.00 | 925,243.73 | 0.00 | 0.00 | 724,724.02 |
| 953-EMPLOYEE FLEX SPENDING | 2,099.99 | 334.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,434.06 |
| TOTAL INTERNAL SERVICES | 616,014.60 | 1,036,387.21 | 0.00 | 0.00 | 0.00 | 925,243.73 | 0.00 | 0.00 | 727,158.08 |
| TOTAL BANK | 43,670,658.16 | 22,740,758.49 | 10,278,670.06 | 0.00 | 3,484,036.48 | 23,963,177.74 | 7,916,996.90 | 3,484,036.48 | 40,086,565.75 |

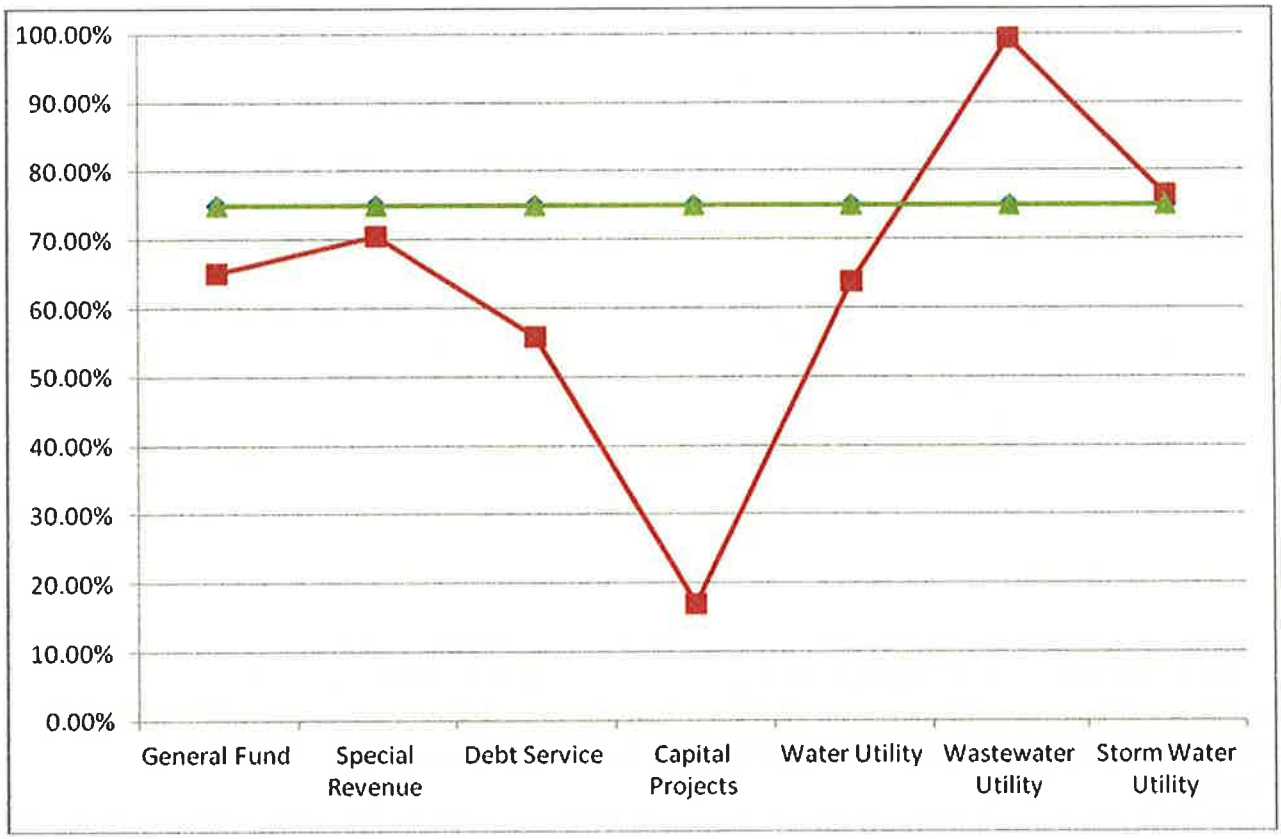
BM4

Monthly Report Summarization

March 31, 2016

This report provides a summarization of the budget status after the ninth month of the 2015-2016 fiscal year. At the end of March we are 75% through the budget year. The red line indicates the percentage where the budget area is and blue/green line is the percentage of the budget year. Provided are bullet points for any particular area falling approximately 10% below or above the percentage of the budget year.

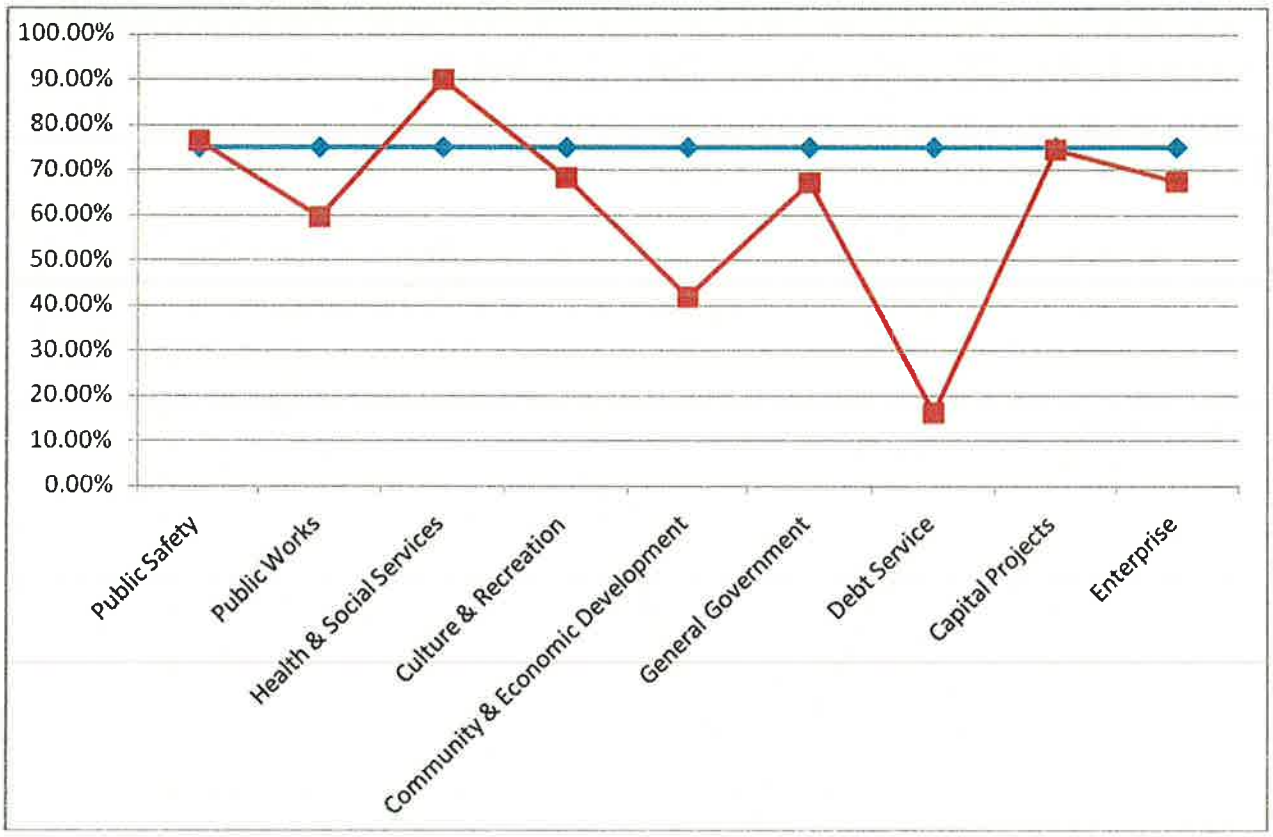
**Revenues:** The following chart demonstrates the condition of our budgeted revenues as of March 31, 2016:




- General Fund, Special Revenue and Debt Service revenue will be received in the upcoming months as residents pay their second half of property taxes.
- Capital project bond proceeds were budgeted but will not be issued in FY16. This will be adjusted when budget amendments are completed.
- Wastewater Utility revenues slightly above budget due to more sewer connection revenue than anticipated. This will be adjusted during the budget amendment.

AMS

**Expenditures:** The following chart demonstrates the condition of our budgeted expenditures as of March 31, 2016:




- Payment to Polk County for the Kempton Bridge project has yet to be made ($430,000).
- Health and Social Services program area includes Mosquito spraying which began in July and is typically spent in the first half of the fiscal year. This will have to be included in the budget amendments.
- Community and Economic development expenses include Tax Increment Financing rebates. Payments occur in December and June, depending upon the language in the development agreement.
- General Government expenses include the Tort Liability payments which will not occur until April.
- First half Debt Service interest payments were in December and principal and second half interest payments are made in June. Therefore, this area never runs with the average budgeted expenditures.

CITY OF JOHNSTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 010-GENERAL FUND | | | | | | | | | |
| TOTAL REVENUE | 11,712,537.00 | 6,867,089.74 | 11,114,320.00 | 551,442.27 | 7,162,261.11 | 0.00 | 0.00 | 3,952,058.89 | 64.44 |
| TOTAL EXPENDITURES | 13,138,188.00 | 8,648,001.31 | 11,825,000.00 | 1,490,651.80 | 8,529,244.78 | 0.00 | 76,493.07 | 3,219,262.15 | 72.13 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,425,651.00) | ( 1,780,911.57) | ( 710,680.00) | ( 939,209.53) | ( 1,366,983.67) | 0.00 | ( 76,493.07) | 732,796.74 | 192.35 |
| 011-HOTEL-MOTEL TAX | | | | | | | | | |
| TOTAL REVENUE | 185,000.00 | 150,273.74 | 245,000.00 | 61,261.36 | 241,715.18 | 0.00 | 0.00 | 3,284.82 | 98.66 |
| TOTAL EXPENDITURES | 220,714.00 | 160,410.30 | 265,000.00 | 0.00 | 178,936.90 | 0.00 | 0.00 | 86,063.10 | 67.52 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 35,714.00) | ( 10,136.56) | ( 20,000.00) | 61,261.36 | 62,778.28 | 0.00 | 0.00 | ( 82,778.28) | 313.89- |
| 012-COUNCIL RESERVE | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.01 | 0.02 | 0.00 | 0.00 | ( 0.02) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,565.00 | ( 2,565.00) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.01 | 0.02 | 0.00 | ( 2,565.00) | 2,564.98 | 0.00 |
| 014-EMPLOYEE WORK CLOTHING | | | | | | | | | |
| TOTAL REVENUE | 2,000.00 | 2,000.21 | 2,000.00 | 0.12 | 2,000.32 | 0.00 | 0.00 | ( 0.32) | 100.02 |
| TOTAL EXPENDITURES | 2,000.00 | 1,580.80 | 2,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 419.41 | 0.00 | 0.12 | 2,000.32 | 0.00 | 0.00 | ( 2,000.32) | 0.00 |
| 020-ASSESSMENT RESERVE | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 194.15 | 0.00 | 3.34 | 12.56 | 0.00 | 0.00 | ( 12.56) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 194.15 | 0.00 | 3.34 | 12.56 | 0.00 | 0.00 | ( 12.56) | 0.00 |
| 030-PROJECT DEVELOPMENT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 36.44 | 0.00 | 1.89 | 7.10 | 0.00 | 0.00 | ( 7.10) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 36.44 | 0.00 | 1.89 | 7.10 | 0.00 | 0.00 | ( 7.10) | 0.00 |
| 040-EQUIP REPLACEMENT RESERVE | | | | | | | | | |
| TOTAL REVENUE | 649,587.00 | 487,859.00 | 550,844.00 | 45,922.01 | 413,200.43 | 0.00 | 0.00 | 137,643.57 | 75.01 |
| TOTAL EXPENDITURES | 836,710.00 | 470,248.56 | 581,950.00 | 49,926.00 | 343,115.62 | 0.00 | 87,097.29 | 151,737.09 | 58.96 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 187,123.00) | 17,610.44 | ( 31,106.00) | ( 4,003.99) | 70,084.81 | 0.00 | ( 87,097.29) | ( 14,093.52) | 225.31- |
| 125-T.I.F. #1 EAST CENTRAL | | | | | | | | | |
| TOTAL REVENUE | 1,735,333.00 | 1,411,462.26 | 889,436.00 | 3,385.58 | 479,521.63 | 0.00 | 0.00 | 409,914.37 | 53.91 |
| TOTAL EXPENDITURES | 709,300.00 | 505,314.42 | 903,074.00 | 52,643.85 | 717,215.28 | 0.00 | 0.00 | 185,858.72 | 79.42 |
| REVENUES OVER/(UNDER) EXPENDITURES | 1,026,033.00 | 906,147.84 | ( 13,638.00) | ( 49,258.27) | ( 237,693.65) | 0.00 | 0.00 | 224,055.65 | 1,742.88 |
| 126-T.I.F. #2 BEAVER CRK WEST | | | | | | | | | |
| TOTAL REVENUE | 2,500.00 | 2,418.53 | 0.00 | 42.46 | 160.10 | 0.00 | 0.00 | ( 160.10) | 0.00 |
| TOTAL EXPENDITURES | 121,870.00 | 96,646.97 | 559,243.00 | 1,333.34 | 12,758.06 | 0.00 | 0.00 | 546,484.94 | 2.28 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 119,370.00) | ( 94,228.44) | ( 559,243.00) | ( 1,290.88) | ( 12,597.96) | 0.00 | 0.00 | ( 546,645.04) | 2.25 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 127-T.I.F. #3 NW 62ND AVE | | | | | | | | | |
| TOTAL REVENUE | 2,638,518.00 | 1,366,928.09 | 2,745,338.00 | 256,823.30 | 1,651,410.54 | 0.00 | 0.00 | 1,093,927.46 | 60.15 |
| TOTAL EXPENDITURES | 2,784,419.00 | 1,232,432.46 | 3,253,070.00 | 99,062.18 | 1,361,756.22 | 0.00 | 0.00 | 1,891,313.78 | 41.86 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 145,901.00) | 134,495.63 | ( 507,732.00) | 157,761.12 | 289,654.32 | 0.00 | 0.00 | ( 797,386.32) | 57.05- |
| 128-T.I.F. #4 WINDSOR OFF PK | | | | | | | | | |
| TOTAL REVENUE | 59,369.00 | 35,409.66 | 40,505.00 | 534.48 | 24,809.80 | 0.00 | 0.00 | 15,695.20 | 61.25 |
| TOTAL EXPENDITURES | 91,326.00 | 15,485.72 | 118,677.00 | 1,657.09 | 14,913.81 | 0.00 | 0.00 | 103,763.19 | 12.57 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 31,957.00) | 19,923.94 | ( 78,172.00) | ( 1,122.61) | 9,895.99 | 0.00 | 0.00 | ( 88,067.99) | 12.66- |
| 129-T.I.F. #5 NW 100TH AVE | | | | | | | | | |
| TOTAL REVENUE | 244,047.00 | 138,851.51 | 540,725.00 | 9,755.36 | 298,917.06 | 0.00 | 0.00 | 241,807.94 | 55.28 |
| TOTAL EXPENDITURES | 109,788.00 | 67,056.53 | 101,478.00 | 2,916.67 | 56,595.53 | 0.00 | 0.00 | 44,882.47 | 55.77 |
| REVENUES OVER/(UNDER) EXPENDITURES | 134,259.00 | 71,794.98 | 439,247.00 | 6,838.69 | 242,321.53 | 0.00 | 0.00 | 196,925.47 | 55.17 |
| 130-T.I.F. #6 WEST CENTRAL | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.21 | 0.00 | 0.00 | 0.02 | 0.00 | 0.00 | ( 0.02) | 0.00 |
| TOTAL EXPENDITURES | 3,017.00 | 1,487.00 | 0.00 | 188.50 | 14,026.22 | 0.00 | 0.00 | ( 14,026.22) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 3,017.00) | ( 1,486.79) | 0.00 | ( 188.50) | ( 14,026.20) | 0.00 | 0.00 | 14,026.20 | 0.00 |
| 140-ROAD USE TAX | | | | | | | | | |
| TOTAL REVENUE | 1,635,632.00 | 1,267,225.76 | 1,650,000.00 | 183,208.76 | 1,679,947.04 | 0.00 | 0.00 | ( 29,947.04) | 101.81 |
| TOTAL EXPENDITURES | 2,387,184.00 | 1,207,750.61 | 1,748,388.00 | 145,961.56 | 1,321,222.91 | 0.00 | 58,399.43 | 368,765.66 | 75.57 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 751,552.00) | 59,475.15 | ( 98,388.00) | 37,247.20 | 358,724.13 | 0.00 | ( 58,399.43) | ( 398,712.70) | 364.60- |
| 167-POLICE TRUST - STATE | | | | | | | | | |
| TOTAL REVENUE | 10,000.00 | 26.36 | 10,000.00 | 1.08 | 4,167.23 | 0.00 | 0.00 | 5,832.77 | 41.67 |
| TOTAL EXPENDITURES | 32,886.00 | 14,727.70 | 21,500.00 | 0.00 | 15,735.59 | 0.00 | 0.00 | 5,764.41 | 73.19 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 22,886.00) | ( 14,701.34) | ( 11,500.00) | 1.08 | ( 11,568.36) | 0.00 | 0.00 | 68.36 | 100.59 |
| 168-ODCP DRUG TRAINING GRANT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.09 | 0.00 | 0.04 | 0.14 | 0.00 | 0.00 | ( 0.14) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.09 | 0.00 | 0.04 | 0.14 | 0.00 | 0.00 | ( 0.14) | 0.00 |
| 169-POLICE TRUST-FEDERAL | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 170-SENIOR CITIZENS | | | | | | | | | |
| TOTAL REVENUE | 4,900.00 | 4,900.27 | 5,300.00 | 0.18 | 5,407.62 | 0.00 | 0.00 | ( 107.62) | 102.03 |
| TOTAL EXPENDITURES | 7,000.00 | 1,792.03 | 5,300.00 | 209.83 | 3,066.99 | 0.00 | 0.00 | 2,233.01 | 57.87 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 2,100.00) | 3,108.24 | 0.00 | ( 209.65) | 2,340.63 | 0.00 | 0.00 | ( 2,340.63) | 0.00 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 171-LIBRARY TRUST | | | | | | | | | |
| TOTAL REVENUE | 24,000.00 | 12,349.34 | 24,000.00 | 0.95 | 18,397.25 | 0.00 | 0.00 | 5,602.75 | 76.66 |
| TOTAL EXPENDITURES | 24,000.00 | 24,000.00 | 28,000.00 | 0.00 | 28,000.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | ( 11,650.66) | ( 4,000.00) | 0.95 | ( 9,602.75) | 0.00 | 0.00 | 5,602.75 | 240.07 |
| 172-TREES | | | | | | | | | |
| TOTAL REVENUE | 38,000.00 | 32,043.40 | 34,000.00 | 2.09 | 38,620.39 | 0.00 | 0.00 | ( 4,620.39) | 113.59 |
| TOTAL EXPENDITURES | 33,300.00 | 9,905.39 | 33,300.00 | 0.00 | 6,209.70 | 0.00 | 8,239.00 | 18,851.30 | 18.65 |
| REVENUES OVER/(UNDER) EXPENDITURES | 4,700.00 | 22,138.01 | 700.00 | 2.09 | 32,410.69 | 0.00 | ( 8,239.00) | ( 23,471.69) | 4,630.10 |
| 181-EAST PARK DISTRICT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.25 | 0.00 | 0.11 | 0.40 | 0.00 | 0.00 | ( 0.40) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.25 | 0.00 | 0.11 | 0.40 | 0.00 | 0.00 | ( 0.40) | 0.00 |
| 183-NORTHRIDGE PARK DISTRICT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 6.51 | 0.00 | 2.71 | 10.19 | 0.00 | 0.00 | ( 10.19) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 6.51 | 0.00 | 2.71 | 10.19 | 0.00 | 0.00 | ( 10.19) | 0.00 |
| 184-NORTH PARK DISTRICT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 185-NORTHWEST PARK DISTRICT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 1.05 | 0.00 | 0.43 | 1.62 | 0.00 | 0.00 | ( 1.62) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 1.05 | 0.00 | 0.43 | 1.62 | 0.00 | 0.00 | ( 1.62) | 0.00 |
| 186-SOUTHWEST PARK DISTRICT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 3.18 | 0.00 | 1.32 | 4.97 | 0.00 | 0.00 | ( 4.97) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 3.18 | 0.00 | 1.32 | 4.97 | 0.00 | 0.00 | ( 4.97) | 0.00 |
| 201-2016A $1,020,000/$8,095M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 206-2006C $2.495M OF $3.625M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 548.74 | 0.00 | 0.30 | 1.15 | 0.00 | 0.00 | ( 1.15) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 10,935.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,935.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 548.74 | ( 10,935.00) | 0.30 | 1.15 | 0.00 | 0.00 | ( 10,936.15) | 0.01- |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 207-2011B $1,850,000 | | | | | | | | | |
| TOTAL REVENUE | 223,000.00 | 167,254.71 | 223,000.00 | 18,587.03 | 167,258.92 | 0.00 | 0.00 | 55,741.08 | 75.00 |
| TOTAL EXPENDITURES | 222,150.00 | 23,575.00 | 223,213.00 | 0.00 | 21,606.25 | 0.00 | 0.00 | 201,606.75 | 9.68 |
| REVENUES OVER/(UNDER) EXPENDITURES | 850.00 | 143,679.71 | ( 213.00) | 18,587.03 | 145,652.67 | 0.00 | 0.00 | ( 145,865.67) | 8,381.54- |
| 208-2012A $955,000/$9.19M | | | | | | | | | |
| TOTAL REVENUE | 56,000.00 | 42,003.30 | 56,000.00 | 4,668.35 | 42,005.27 | 0.00 | 0.00 | 13,994.73 | 75.01 |
| TOTAL EXPENDITURES | 57,228.00 | 8,592.04 | 56,728.00 | 0.00 | 8,363.69 | 0.00 | 0.00 | 48,364.31 | 14.74 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,228.00) | 33,411.26 | ( 728.00) | 4,668.35 | 33,641.58 | 0.00 | 0.00 | ( 34,369.58) | 4,621.10- |
| 209-2013B $4,385,000/$18,095M | | | | | | | | | |
| TOTAL REVENUE | 320,000.00 | 240,006.04 | 320,935.00 | 25,837.52 | 232,510.73 | 0.00 | 0.00 | 88,424.27 | 72.45 |
| TOTAL EXPENDITURES | 316,415.00 | 70,707.50 | 312,918.00 | 0.00 | 68,956.63 | 0.00 | 0.00 | 243,961.37 | 22.04 |
| REVENUES OVER/(UNDER) EXPENDITURES | 3,585.00 | 169,298.54 | 8,017.00 | 25,837.52 | 163,554.10 | 0.00 | 0.00 | ( 155,537.10) | 2,040.09 |
| 212-2000A $450,000 OF $9.155 | | | | | | | | | |
| TOTAL REVENUE | 45,400.00 | 34,051.09 | 0.00 | 0.03 | 0.12 | 0.00 | 0.00 | ( 0.12) | 0.00 |
| TOTAL EXPENDITURES | 46,216.00 | 872.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 816.00) | 33,179.09 | 0.00 | 0.03 | 0.12 | 0.00 | 0.00 | ( 0.12) | 0.00 |
| 213-2001A $1.560M/$9.155M | | | | | | | | | |
| TOTAL REVENUE | 16,500.00 | 12,375.50 | 16,000.00 | 1,333.67 | 12,000.87 | 0.00 | 0.00 | 3,999.13 | 75.01 |
| TOTAL EXPENDITURES | 17,224.00 | 502.65 | 17,078.00 | 0.00 | 239.00 | 0.00 | 0.00 | 16,839.00 | 1.40 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 724.00) | 11,872.85 | ( 1,078.00) | 1,333.67 | 11,761.87 | 0.00 | 0.00 | ( 12,839.87) | 1,091.08- |
| 221-1999B $950,000 OF $2.250 | | | | | | | | | |
| TOTAL REVENUE | 88,000.00 | 66,001.98 | 0.00 | 0.02 | 0.11 | 0.00 | 0.00 | ( 0.11) | 0.00 |
| TOTAL EXPENDITURES | 88,236.00 | 1,962.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 236.00) | 64,039.98 | 0.00 | 0.02 | 0.11 | 0.00 | 0.00 | ( 0.11) | 0.00 |
| 222-200A $1.560M/$9.155M | | | | | | | | | |
| TOTAL REVENUE | 155,500.00 | 116,628.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 157,150.00 | 3,815.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,650.00) | 112,813.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 223-2001A $870,000/$3.360M | | | | | | | | | |
| TOTAL REVENUE | 86,000.00 | 64,502.00 | 84,450.00 | 7,039.01 | 63,341.09 | 0.00 | 0.00 | 21,108.91 | 75.00 |
| TOTAL EXPENDITURES | 85,935.00 | 2,178.15 | 85,212.00 | 0.00 | 1,183.50 | 0.00 | 0.00 | 84,028.50 | 1.39 |
| REVENUES OVER/(UNDER) EXPENDITURES | 65.00 | 62,323.85 | ( 762.00) | 7,039.01 | 62,157.59 | 0.00 | 0.00 | ( 62,919.59) | 8,157.16- |
| 224-2001C $935,000/$2.060M | | | | | | | | | |
| TOTAL REVENUE | 87,000.00 | 65,252.07 | 86,000.00 | 7,355.74 | 66,191.22 | 0.00 | 0.00 | 19,808.78 | 76.97 |
| TOTAL EXPENDITURES | 88,564.00 | 2,298.00 | 86,465.00 | 0.00 | 1,248.50 | 0.00 | 0.00 | 85,216.50 | 1.44 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,564.00) | 62,954.07 | ( 465.00) | 7,355.74 | 64,942.72 | 0.00 | 0.00 | ( 65,407.72) | 3,966.18- |

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 225-2002B $1,620M/$4.655M | | | | | | | | | |
| TOTAL REVENUE | 143,015.00 | 107,253.45 | 144,500.00 | 12,044.39 | 108,381.52 | 0.00 | 0.00 | 36,118.48 | 75.00 |
| TOTAL EXPENDITURES | 144,892.00 | 5,452.73 | 145,357.00 | 0.00 | 3,945.50 | 0.00 | 0.00 | 141,411.50 | 2.71 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,877.00) | 101,800.72 | ( 857.00) | 12,044.39 | 104,436.02 | 0.00 | 0.00 | ( 105,293.02) | 2,186.23- |
| 226-2011C $4,045,000/$8.57M | | | | | | | | | |
| TOTAL REVENUE | 284,000.00 | 213,005.49 | 284,000.00 | 23,670.68 | 213,009.85 | 0.00 | 0.00 | 70,990.15 | 75.00 |
| TOTAL EXPENDITURES | 285,311.00 | 50,138.20 | 283,461.00 | 0.00 | 49,230.55 | 0.00 | 0.00 | 234,230.45 | 17.37 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,311.00) | 162,867.29 | 539.00 | 23,670.68 | 163,779.30 | 0.00 | 0.00 | ( 163,240.30) | 385.77 |
| 227-2013B $1,065,000/$18,095M | | | | | | | | | |
| TOTAL REVENUE | 77,000.00 | 57,751.46 | 77,000.00 | 6,417.76 | 57,752.87 | 0.00 | 0.00 | 19,247.13 | 75.00 |
| TOTAL EXPENDITURES | 74,429.00 | 17,214.50 | 78,629.00 | 0.00 | 16,814.50 | 0.00 | 0.00 | 61,814.50 | 21.38 |
| REVENUES OVER/(UNDER) EXPENDITURES | 2,571.00 | 40,536.96 | ( 1,629.00) | 6,417.76 | 40,938.37 | 0.00 | 0.00 | ( 42,567.37) | 2,513.10- |
| 228-2015A $2,385,000/$21,620M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 495,000.00 | 41,257.99 | 371,269.04 | 0.00 | 0.00 | 123,730.96 | 75.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 494,530.00 | 0.00 | 51,640.14 | 0.00 | 0.00 | 442,889.86 | 10.44 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 470.00 | 41,257.99 | 319,628.90 | 0.00 | 0.00 | ( 319,158.90) | 8,006.15 |
| 241-2012A $755,000/$9.19M | | | | | | | | | |
| TOTAL REVENUE | 53,000.00 | 39,752.83 | 35,000.00 | 2,917.86 | 26,253.94 | 0.00 | 0.00 | 8,746.06 | 75.01 |
| TOTAL EXPENDITURES | 52,791.00 | 6,429.30 | 52,291.00 | 0.00 | 6,143.87 | 0.00 | 0.00 | 46,147.13 | 11.75 |
| REVENUES OVER/(UNDER) EXPENDITURES | 209.00 | 33,323.53 | ( 17,291.00) | 2,917.86 | 20,110.07 | 0.00 | 0.00 | ( 37,401.07) | 116.30- |
| 251-1992/2003B $265,000 | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 258-1998C $1,070,000 | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | ( 0.01) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | ( 0.01) | 0.00 |
| 259-1999A $1,785M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 260-1999B $1.3M/ $2.250M | | | | | | | | | |
| TOTAL REVENUE | 121,516.00 | 75,188.27 | 0.00 | 0.00 | 317.48 | 0.00 | 0.00 | ( 317.48) | 0.00 |
| TOTAL EXPENDITURES | 121,853.00 | 2,888.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 337.00) | 72,299.77 | 0.00 | 0.00 | 317.48 | 0.00 | 0.00 | ( 317.48) | 0.00 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 261-2000A $7.145M/ $9,155M | | | | | | | | | |
| TOTAL REVENUE | 715,000.00 | 393,339.44 | 0.00 | 0.00 | 2,859.29 | 0.00 | 0.00 | ( 2,859.29) | 0.00 |
| TOTAL EXPENDITURES | 721,045.00 | 17,712.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 6,045.00) | 375,626.94 | 0.00 | 0.00 | 2,859.29 | 0.00 | 0.00 | ( 2,859.29) | 0.00 |
| 262-2001A $2.290/$3.360M | | | | | | | | | |
| TOTAL REVENUE | 217,000.00 | 119,257.34 | 221,300.00 | 7,369.62 | 123,797.33 | 0.00 | 0.00 | 97,502.67 | 55.94 |
| TOTAL EXPENDITURES | 223,596.00 | 5,696.70 | 221,715.00 | 0.00 | 3,080.00 | 0.00 | 0.00 | 218,635.00 | 1.39 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 6,596.00) | 113,560.64 | ( 415.00) | 7,369.62 | 120,717.33 | 0.00 | 0.00 | ( 121,132.33) | 9,088.51- |
| 263-2001C $1.125/$2.060M | | | | | | | | | |
| TOTAL REVENUE | 105,100.00 | 57,797.90 | 104,200.00 | 3,472.75 | 58,349.60 | 0.00 | 0.00 | 45,850.40 | 56.00 |
| TOTAL EXPENDITURES | 106,556.00 | 2,762.00 | 104,030.00 | 0.00 | 1,499.00 | 0.00 | 0.00 | 102,531.00 | 1.44 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,456.00) | 55,035.90 | 170.00 | 3,472.75 | 56,850.60 | 0.00 | 0.00 | ( 56,680.60) | 3,441.53 |
| 264-2002B $3.035M/ $4.655M | | | | | | | | | |
| TOTAL REVENUE | 276,020.00 | 151,686.63 | 271,072.00 | 9,016.30 | 151,502.16 | 0.00 | 0.00 | 119,569.84 | 55.89 |
| TOTAL EXPENDITURES | 271,446.00 | 10,216.02 | 272,318.00 | 0.00 | 7,392.00 | 0.00 | 0.00 | 264,926.00 | 2.71 |
| REVENUES OVER/(UNDER) EXPENDITURES | 4,574.00 | 141,470.61 | ( 1,246.00) | 9,016.30 | 144,110.16 | 0.00 | 0.00 | ( 145,356.16) | 1,565.82- |
| 265-2004A $4,145,000 | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 15,606.80 | 0.00 | 1.42 | 5.34 | 0.00 | 0.00 | ( 5.34) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 15,606.80 | 0.00 | 1.42 | 5.34 | 0.00 | 0.00 | ( 5.34) | 0.00 |
| 266-2005B $8,955,000 | | | | | | | | | |
| TOTAL REVENUE | 781,014.00 | 435,790.19 | 776,046.00 | 27,370.27 | 439,680.16 | 0.00 | 0.00 | 336,365.84 | 56.66 |
| TOTAL EXPENDITURES | 775,350.00 | 85,034.25 | 775,650.00 | 0.00 | 72,935.00 | 0.00 | 0.00 | 702,715.00 | 9.40 |
| REVENUES OVER/(UNDER) EXPENDITURES | 5,664.00 | 350,755.94 | 396.00 | 27,370.27 | 366,745.16 | 0.00 | 0.00 | ( 366,349.16) | 2,612.41 |
| 267-2005C $900,000 | | | | | | | | | |
| TOTAL REVENUE | 467,449.00 | 63,001.83 | 80,000.00 | 6,668.10 | 60,003.75 | 0.00 | 0.00 | 19,996.25 | 75.00 |
| TOTAL EXPENDITURES | 462,900.00 | 8,950.00 | 80,334.00 | 0.00 | 8,389.90 | 0.00 | 0.00 | 71,944.10 | 10.44 |
| REVENUES OVER/(UNDER) EXPENDITURES | 4,549.00 | 54,051.83 | ( 334.00) | 6,668.10 | 51,613.85 | 0.00 | 0.00 | ( 51,947.85) | 5,453.25- |
| 268-2006B $6,210,000 | | | | | | | | | |
| TOTAL REVENUE | 535,122.00 | 303,564.76 | 535,469.00 | 20,094.55 | 308,036.82 | 0.00 | 0.00 | 227,432.18 | 57.53 |
| TOTAL EXPENDITURES | 533,626.00 | 64,148.00 | 536,951.00 | 0.00 | 56,047.25 | 0.00 | 0.00 | 480,903.75 | 10.44 |
| REVENUES OVER/(UNDER) EXPENDITURES | 1,496.00 | 239,416.76 | ( 1,482.00) | 20,094.55 | 251,989.57 | 0.00 | 0.00 | ( 253,471.57) | 7,003.34- |
| 269-2006C $1.130M $3.625M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | ( 0.01) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | ( 0.01) | 0.00 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 270-2007B | | | | | | | | | |
| TOTAL REVENUE | 452,806.00 | 248,974.25 | 449,206.00 | 14,949.68 | 251,203.40 | 0.00 | 0.00 | 198,002.60 | 55.92 |
| TOTAL EXPENDITURES | 452,806.00 | 66,403.13 | 449,206.00 | 0.00 | 59,603.13 | 0.00 | 0.00 | 389,602.87 | 13.27 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 182,571.12 | 0.00 | 14,949.68 | 191,600.27 | 0.00 | 0.00 | ( 191,600.27) | 0.00 |
| 271-2008A $3,195,000 | | | | | | | | | |
| TOTAL REVENUE | 289,687.00 | 178,168.34 | 292,287.00 | 14,563.78 | 181,970.41 | 0.00 | 0.00 | 110,316.59 | 62.26 |
| TOTAL EXPENDITURES | 223,636.00 | 40,824.00 | 298,438.00 | 0.00 | 36,524.00 | 0.00 | 0.00 | 261,914.00 | 12.24 |
| REVENUES OVER/(UNDER) EXPENDITURES | 66,051.00 | 137,344.34 | ( 6,151.00) | 14,563.78 | 145,446.41 | 0.00 | 0.00 | ( 151,597.41) | 2,364.60- |
| 272-2010B $970,000 | | | | | | | | | |
| TOTAL REVENUE | 88,275.00 | 48,644.11 | 87,138.00 | 2,901.80 | 48,763.50 | 0.00 | 0.00 | 38,374.50 | 55.96 |
| TOTAL EXPENDITURES | 88,275.00 | 11,637.50 | 87,138.00 | 0.00 | 11,068.75 | 0.00 | 0.00 | 76,069.25 | 12.70 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 37,006.61 | 0.00 | 2,901.80 | 37,694.75 | 0.00 | 0.00 | ( 37,694.75) | 0.00 |
| 273-2011C $4,525,000/$8.57M | | | | | | | | | |
| TOTAL REVENUE | 319,500.00 | 175,746.29 | 315,000.00 | 10,482.39 | 176,151.57 | 0.00 | 0.00 | 138,848.43 | 55.92 |
| TOTAL EXPENDITURES | 317,049.00 | 56,041.80 | 314,999.00 | 0.00 | 54,999.45 | 0.00 | 0.00 | 259,999.55 | 17.46 |
| REVENUES OVER/(UNDER) EXPENDITURES | 2,451.00 | 119,704.49 | 1.00 | 10,482.39 | 121,152.12 | 0.00 | 0.00 | ( 121,151.12) | 5,212.00 |
| 274-2012A $7.48M/$9,190,000 | | | | | | | | | |
| TOTAL REVENUE | 501,931.00 | 305,108.31 | 500,494.00 | 23,844.84 | 307,317.53 | 0.00 | 0.00 | 193,176.47 | 61.40 |
| TOTAL EXPENDITURES | 498,289.00 | 69,131.79 | 498,788.00 | 0.00 | 66,895.57 | 0.00 | 0.00 | 431,892.43 | 13.41 |
| REVENUES OVER/(UNDER) EXPENDITURES | 3,642.00 | 235,976.52 | 1,706.00 | 23,844.84 | 240,421.96 | 0.00 | 0.00 | ( 238,715.96) | 4,092.73 |
| 275-2013B $12,645M/$18,095M | | | | | | | | | |
| TOTAL REVENUE | 1,029,615.00 | 630,485.14 | 1,016,315.00 | 49,659.48 | 628,719.54 | 0.00 | 0.00 | 387,595.46 | 61.86 |
| TOTAL EXPENDITURES | 1,028,312.00 | 204,156.13 | 1,015,913.00 | 0.00 | 197,957.00 | 0.00 | 0.00 | 817,956.00 | 19.49 |
| REVENUES OVER/(UNDER) EXPENDITURES | 1,303.00 | 426,329.01 | 402.00 | 49,659.48 | 430,762.54 | 0.00 | 0.00 | ( 430,360.54) | 7,154.86 |
| 276-2014A $7,800,000M | | | | | | | | | |
| TOTAL REVENUE | 47,450.00 | 224,744.55 | 659,488.00 | 28,940.43 | 393,453.70 | 0.00 | 0.00 | 266,034.30 | 59.66 |
| TOTAL EXPENDITURES | 0.00 | 250.00 | 662,251.00 | 0.00 | 111,125.00 | 0.00 | 0.00 | 551,126.00 | 16.78 |
| REVENUES OVER/(UNDER) EXPENDITURES | 47,450.00 | 224,494.55 | ( 2,763.00) | 28,940.43 | 282,328.70 | 0.00 | 0.00 | ( 285,091.70) | 218.19- |
| 277-2015A $18,845M/$21,620M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 778,022.00 | 29,641.67 | 458,254.93 | 0.00 | 0.00 | 319,767.07 | 58.90 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 777,684.00 | 0.00 | 368,379.03 | 0.00 | 0.00 | 409,304.97 | 47.37 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 338.00 | 29,641.67 | 89,875.90 | 0.00 | 0.00 | ( 89,537.90) | 6,590.50 |
| 278-2016A $7,695M OF $8,521M | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 313-SIDEWALK CONSTRUCTION | | | | | | | | | |
| TOTAL REVENUE | 150,586.00 | 150,590.45 | 0.00 | 0.53 | 2.01 | 0.00 | 0.00 | ( 2.01) | 0.00 |
| TOTAL EXPENDITURES | 155,089.00 | 107,658.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 4,503.00) | 42,932.18 | 0.00 | 0.53 | 2.01 | 0.00 | 0.00 | ( 2.01) | 0.00 |
| 314-CROWN POINT IMPROVEMENTS | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.01 | 0.02 | 0.00 | 0.00 | ( 0.02) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.01 | 0.02 | 0.00 | 0.00 | ( 0.02) | 0.00 |
| 315-NW 62ND& 103RD INT-NCL | | | | | | | | | |
| TOTAL REVENUE | 2,796,065.00 | 2,796,673.96 | 0.00 | 104.77 | 1,322.97 | 0.00 | 0.00 | ( 1,322.97) | 0.00 |
| TOTAL EXPENDITURES | 2,195,150.00 | 1,493,088.11 | 0.00 | 157.13 | 123,316.44 | 0.00 | 0.00 | ( 123,316.44) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 600,915.00 | 1,303,585.85 | 0.00 | ( 52.36) | ( 121,993.47) | 0.00 | 0.00 | 121,993.47 | 0.00 |
| 316-NW 64th & 63rd PL & MHR | | | | | | | | | |
| TOTAL REVENUE | 311,000.00 | 3.69 | 700,000.00 | 0.00 | 10.78 | 0.00 | 0.00 | 699,989.22 | 0.00 |
| TOTAL EXPENDITURES | 309,712.00 | 3,819.00 | 700,000.00 | 10,117.25 | 387,735.74 | 0.00 | 0.00 | 312,264.26 | 55.39 |
| REVENUES OVER/(UNDER) EXPENDITURES | 1,288.00 | ( 3,815.31) | 0.00 | ( 10,117.25) | ( 387,724.96) | 0.00 | 0.00 | 387,724.96 | 0.00 |
| 317-AUGUSTINE TRAIL | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 318-PARK & TRAIL IMPROVEMENT | | | | | | | | | |
| TOTAL REVENUE | 116,970.00 | 118,571.67 | 125,000.00 | 39.31 | 223,614.01 | 0.00 | 0.00 | ( 98,614.01) | 178.89 |
| TOTAL EXPENDITURES | 289,500.00 | 50,595.04 | 155,000.00 | 0.00 | 25,929.05 | 0.00 | 0.00 | 129,070.95 | 16.73 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 172,530.00) | 67,976.63 | ( 30,000.00) | 39.31 | 197,684.96 | 0.00 | 0.00 | ( 227,684.96) | 658.95- |
| 325-FIBER OPTIC PROJECT | | | | | | | | | |
| TOTAL REVENUE | 838,150.00 | 1.31 | 0.00 | 15,877.24 | 44,107.55 | 0.00 | 0.00 | ( 44,107.55) | 0.00 |
| TOTAL EXPENDITURES | 838,150.00 | 2,246.88 | 0.00 | 12,488.00 | 87,647.68 | 0.00 | 0.00 | ( 87,647.68) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | ( 2,245.57) | 0.00 | 3,389.24 | ( 43,540.13) | 0.00 | 0.00 | 43,540.13 | 0.00 |
| 333-NW 62ND-NW 86TH TO PPKWY | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 17.42 | 0.00 | 7.45 | 27.99 | 0.00 | 0.00 | ( 27.99) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 565.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | ( 548.08) | 0.00 | 7.45 | 27.99 | 0.00 | 0.00 | ( 27.99) | 0.00 |
| 334-MERLE HAY EAST IMPROVEMEN | | | | | | | | | |
| TOTAL REVENUE | 4,880,161.00 | 1,845,168.20 | 3,984,847.00 | 217.66 | 258,672.18 | 0.00 | 0.00 | 3,726,174.82 | 6.49 |
| TOTAL EXPENDITURES | 3,665,350.00 | 896,703.20 | 3,984,847.00 | 47,970.49 | 2,524,096.19 | 0.00 | 0.00 | 1,460,750.81 | 63.34 |
| REVENUES OVER/(UNDER) EXPENDITURES | 1,214,811.00 | 948,465.00 | 0.00 | ( 47,752.83) | ( 2,265,424.01) | 0.00 | 0.00 | 2,265,424.01 | 0.00 |

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 335-SIGNALIZATION PROJECTS | | | | | | | | | |
| TOTAL REVENUE | 279,551.00 | 279,476.00 | 0.00 | 3.87 | 10,244.82 | 0.00 | 0.00 | ( 10,244.82) | 0.00 |
| TOTAL EXPENDITURES | 111,000.00 | 53,213.69 | 0.00 | 3,093.91 | 15,157.68 | 0.00 | 0.00 | ( 15,157.68) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 168,551.00 | 226,262.31 | 0.00 | ( 3,090.04) | ( 4,912.86) | 0.00 | 0.00 | 4,912.86 | 0.00 |
| 338-JOINT PUBLIC SAFETY BLDG | | | | | | | | | |
| TOTAL REVENUE | 238,048.00 | 99,393.22 | 0.00 | 930.98 | 12,321.34 | 0.00 | 0.00 | ( 12,321.34) | 0.00 |
| TOTAL EXPENDITURES | 1,396,853.00 | 478,859.27 | 0.00 | 5,052.42 | 351,597.31 | 0.00 | 0.00 | ( 351,597.31) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,158,805.00 | ( 379,466.05) | 0.00 | ( 4,121.44) | ( 339,275.97) | 0.00 | 0.00 | 339,275.97 | 0.00 |
| 339-SATELLITE FIRE STATION | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 1,100.00 | 1,073.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,100.00 | ( 1,073.89) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-TERRA LAKE | | | | | | | | | |
| TOTAL REVENUE | 2,631,089.00 | 234,902.87 | 400,000.00 | 325,548.45 | 435,738.76 | 0.00 | 0.00 | ( 35,738.76) | 108.93 |
| TOTAL EXPENDITURES | 4,160,250.00 | 1,849,784.39 | 0.00 | 49,150.00 | 187,756.00 | 0.00 | 0.00 | ( 187,756.00) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 1,529,161.00 | ( 1,614,881.52) | 400,000.00 | 276,398.45 | 247,982.76 | 0.00 | 0.00 | 152,017.24 | 62.00 |
| 341-LEW CLARKSON IMPROVEMENTS | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 8.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 150,586.00 | 150,587.69 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 150,586.00 | ( 150,579.11) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 342-2012 STORM DRAINAGE IMP | | | | | | | | | |
| TOTAL REVENUE | 442,200.00 | 8,271.44 | 0.00 | 130.23 | 2,074.63 | 0.00 | 0.00 | ( 2,074.63) | 0.00 |
| TOTAL EXPENDITURES | 3,143,126.00 | 2,172,930.92 | 435,000.00 | ( 16,458.66) | 241,197.65 | 0.00 | 0.00 | 193,802.35 | 55.45 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 2,700,926.00 | ( 2,164,659.48) | ( 435,000.00) | 16,588.89 | ( 239,123.02) | 0.00 | 0.00 | ( 195,876.98) | 54.97 |
| 343-BEAVER DR.TRAIL | | | | | | | | | |
| TOTAL REVENUE | 1,582,900.00 | 827,876.65 | 700,000.00 | 123.52 | 1,286.80 | 0.00 | 0.00 | 698,713.20 | 0.18 |
| TOTAL EXPENDITURES | 1,612,520.00 | 970,256.24 | 700,000.00 | 0.00 | 63,530.20 | 0.00 | 0.00 | 636,469.80 | 9.08 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 29,620.00 | ( 142,379.59) | 0.00 | 123.52 | ( 62,243.40) | 0.00 | 0.00 | 62,243.40 | 0.00 |
| 344-NW BEAVER DR/JOHNSTON DR | | | | | | | | | |
| TOTAL REVENUE | 7,200.00 | 6,959.44 | 0.00 | 0.00 | 167.20 | 0.00 | 0.00 | ( 167.20) | 0.00 |
| TOTAL EXPENDITURES | 2,237,500.00 | 2,223,900.90 | 0.00 | 3,060.11 | 102,064.36 | 0.00 | 0.00 | ( 102,064.36) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 2,230,300.00 | ( 2,216,941.46) | 0.00 | ( 3,060.11) | ( 101,897.16) | 0.00 | 0.00 | 101,897.16 | 0.00 |
| 345-54th AVENUE IMPROVEMENTS | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.15 | 400,000.00 | 0.06 | 0.24 | 0.00 | 0.00 | 399,999.76 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 400,000.00 | 0.00 | 45,178.79 | 0.00 | 0.00 | 354,821.21 | 11.29 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.15 | 0.00 | 0.06 | ( 45,178.55) | 0.00 | 0.00 | 45,178.55 | 0.00 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 346-70TH AVE IMP (86TH-107TH) | | | | | | | | | |
| TOTAL REVENUE | 9,758,239.00 | 867,583.00 | 0.00 | 1,615.05 | 15,564.77 | 0.00 | 0.00 | ( 15,564.77) | 0.00 |
| TOTAL EXPENDITURES | 8,655,500.00 | 216,420.45 | 0.00 | 81,719.67 | 334,384.93 | 0.00 | 0.00 | ( 334,384.93) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 1,102,739.00 | 651,162.55 | 0.00 | ( 80,104.62) | ( 318,820.16) | 0.00 | 0.00 | 318,820.16 | 0.00 |
| 347-STORM WATER CAPITAL IMPR | | | | | | | | | |
| TOTAL REVENUE | 825.00 | 800.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 416,552.00 | 416,551.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 415,727.00) | ( 415,750.43) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 348-MERLE HAY & NW 62ND INTE | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 349-NW 100TH (NW62NDtoNW 70TH | | | | | | | | | |
| TOTAL REVENUE | 4,301,020.00 | 109,210.62 | 1,500,000.00 | 1,348.99 | 423,478.94 | 0.00 | 0.00 | 1,076,521.06 | 28.23 |
| TOTAL EXPENDITURES | 4,684,980.00 | 337,547.35 | 1,500,000.00 | 16,801.60 | 1,358,666.11 | 0.00 | 0.00 | 141,333.89 | 90.58 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 383,960.00) | ( 228,336.73) | 0.00 | ( 15,452.61) | ( 935,187.17) | 0.00 | 0.00 | 935,187.17 | 0.00 |
| 350-2014 WETLAND MITIGATION | | | | | | | | | |
| TOTAL REVENUE | 225.00 | 262.56 | 0.00 | 25.01 | 227.67 | 0.00 | 0.00 | ( 227.67) | 0.00 |
| TOTAL EXPENDITURES | 61,500.00 | 150.00 | 0.00 | 5,510.50 | 6,496.90 | 0.00 | 0.00 | ( 6,496.90) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 61,275.00) | 112.56 | 0.00 | ( 5,485.49) | ( 6,269.23) | 0.00 | 0.00 | 6,269.23 | 0.00 |
| 355-CAPITAL IMPR. RESERVE | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 2.49 | 0.00 | 2.28 | 8.58 | 0.00 | 0.00 | ( 8.58) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 2.49 | 0.00 | 2.28 | 8.58 | 0.00 | 0.00 | ( 8.58) | 0.00 |
| 601-WATER O/M | | | | | | | | | |
| TOTAL REVENUE | 4,272,711.00 | 2,976,913.53 | 5,023,375.00 | 296,962.22 | 3,201,405.92 | 0.00 | 0.00 | 1,821,969.08 | 63.73 |
| TOTAL EXPENDITURES | 4,764,851.00 | 2,816,696.38 | 5,608,375.00 | 323,085.08 | 3,061,407.39 | 0.00 | 28,909.44 | 2,518,058.17 | 54.59 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 492,140.00) | 160,217.15 | ( 585,000.00) | ( 26,122.86) | 139,998.53 | 0.00 | ( 28,909.44) | ( 696,089.09) | 23.93- |
| 602-1997A, 2011A WTR SINKING | | | | | | | | | |
| TOTAL REVENUE | 616,485.00 | 478,973.26 | 550,000.00 | 45,857.73 | 412,578.93 | 0.00 | 0.00 | 137,421.07 | 75.01 |
| TOTAL EXPENDITURES | 590,396.00 | 48,934.25 | 599,560.00 | 0.00 | 54,320.00 | 0.00 | 0.00 | 545,240.00 | 9.06 |
| REVENUES OVER/(UNDER) EXPENDITURES | 26,089.00 | 430,039.01 | ( 49,560.00) | 45,857.73 | 358,258.93 | 0.00 | 0.00 | ( 407,818.93) | 722.88- |
| 603-1997A, 2001B BOND RESERVE | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 604-1997A, 2001B IMPROVEMENT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 290.42 | 0.00 | 4.69 | 17.63 | 0.00 | 0.00 | ( 17.63) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 290.42 | 0.00 | 4.69 | 17.63 | 0.00 | 0.00 | ( 17.63) | 0.00 |
| 605-NW AREA WATER IMPROVEMENT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 1.08 | 0.00 | 0.45 | 1.70 | 0.00 | 0.00 | ( 1.70) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 1.08 | 0.00 | 0.45 | 1.70 | 0.00 | 0.00 | ( 1.70) | 0.00 |
| 607-SAYLORVILLE WATER CONNECT | | | | | | | | | |
| TOTAL REVENUE | 1,641,188.00 | 1,237,417.59 | 0.00 | 358.31 | 5,120.11 | 0.00 | 0.00 | ( 5,120.11) | 0.00 |
| TOTAL EXPENDITURES | 1,608,000.00 | 5,906.55 | 0.00 | 425,547.26 | 1,152,885.36 | 0.00 | 0.00 | ( 1,152,885.36) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 33,188.00 | 1,231,511.04 | 0.00 | ( 425,188.95) | ( 1,147,765.25) | 0.00 | 0.00 | 1,147,765.25 | 0.00 |
| 609-WATER EQUIPMENT REPLACEME | | | | | | | | | |
| TOTAL REVENUE | 14,573.00 | 51,543.89 | 14,573.00 | 1,215.40 | 10,935.02 | 0.00 | 0.00 | 3,637.98 | 75.04 |
| TOTAL EXPENDITURES | 43,800.00 | 13,591.50 | 25,000.00 | 0.00 | 52,000.43 | 0.00 | 0.00 | ( 27,000.43) | 208.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 29,227.00) | 37,952.39 | ( 10,427.00) | 1,215.40 | ( 41,065.41) | 0.00 | 0.00 | 30,638.41 | 393.84 |
| 625-CUSTOMER DEPOSITS | | | | | | | | | |
| TOTAL REVENUE | 4,700.00 | 3,900.00 | 5,000.00 | 580.00 | 4,860.00 | 0.00 | 0.00 | 140.00 | 97.20 |
| TOTAL EXPENDITURES | 4,700.00 | 4,040.00 | 5,000.00 | 340.00 | 4,100.00 | 0.00 | 0.00 | 900.00 | 82.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00( | 140.00) | 0.00 | 240.00 | 760.00 | 0.00 | 0.00 | ( 760.00) | 0.00 |
| 631-SEWER O/M | | | | | | | | | |
| TOTAL REVENUE | 2,494,272.00 | 1,920,336.49 | 2,310,000.00 | 263,099.34 | 2,136,299.65 | 0.00 | 0.00 | 173,700.35 | 92.48 |
| TOTAL EXPENDITURES | 2,201,309.00 | 1,629,692.82 | 2,133,631.00 | 206,660.32 | 1,848,733.93 | 0.00 | 39,486.05 | 245,411.02 | 86.65 |
| REVENUES OVER/(UNDER) EXPENDITURES | 292,963.00 | 290,643.67 | 176,369.00 | 56,439.02 | 287,565.72 | 0.00 | ( 39,486.05) | ( 71,710.67) | 163.05 |
| 632-03A, 05A, 06A BOND SINKIN | | | | | | | | | |
| TOTAL REVENUE | 440,000.00 | 330,114.00 | 440,000.00 | 33,815.13 | 304,234.58 | 0.00 | 0.00 | 135,765.42 | 69.14 |
| TOTAL EXPENDITURES | 437,340.00 | 61,580.00 | 436,460.00 | 0.00 | 44,357.50 | 0.00 | 0.00 | 392,102.50 | 10.16 |
| REVENUES OVER/(UNDER) EXPENDITURES | 2,660.00 | 268,534.00 | 3,540.00 | 33,815.13 | 259,877.08 | 0.00 | 0.00 | ( 256,337.08) | 7,341.16 |
| 633-03A,05A,06A RESERVE | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 634-03A,05A,06A IMPROVEMENT | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 500,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 500,000.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

% OF YEAR COMPLETED: 75.00

| | PRIOR YEAR BUDGET | PRIOR YEAR ACTUAL | CURRENT BUDGET | CURRENT PERIOD | CURRENT YTD ACTUAL | PRIOR YEAR PO ADJUST. | YEAR TO DATE ENCUMBERED | UNENCUMBERED BALANCE | % OF BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| 635-SEWER ASSESSMENT RESERVE | | | | | | | | | |
| TOTAL REVENUE | 200,200.00 | 116,574.50 | 0.00 | 1,637.00 | 106,742.00 | 0.00 | 0.00 | ( 106,742.00) | 0.00 |
| TOTAL EXPENDITURES | 290,000.00 | 217,500.03 | 290,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 290,000.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 89,800.00 | ( 100,925.53) | ( 290,000.00) | 1,637.00 | 106,742.00 | 0.00 | 0.00 | ( 396,742.00) | 36.81- |
| 638-NW AREA SANITARY DISTRICT | | | | | | | | | |
| TOTAL REVENUE | 626,058.00 | 126,056.90 | 0.00 | 8.51 | 49,589.29 | 0.00 | 0.00 | ( 49,589.29) | 0.00 |
| TOTAL EXPENDITURES | 676,356.00 | 695,555.74 | 242,133.00 | 13,511.10 | 124,940.91 | 0.00 | 0.00 | 117,192.09 | 51.60 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 50,298.00 | ( 569,498.84) | ( 242,133.00) | ( 13,502.59) | ( 75,351.62) | 0.00 | 0.00 | ( 166,781.38) | 31.12 |
| 639-SEWER EQUIPMENT REPLACEME | | | | | | | | | |
| TOTAL REVENUE | 26,278.00 | 19,710.97 | 26,278.00 | 2,190.20 | 19,711.12 | 0.00 | 0.00 | 6,566.88 | 75.01 |
| TOTAL EXPENDITURES | 43,800.00 | 13,591.50 | 25,000.00 | 0.00 | 52,000.43 | 0.00 | 0.00 | ( 27,000.43) | 208.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 17,522.00) | 6,119.47 | 1,278.00 | 2,190.20 | ( 32,289.31) | 0.00 | 0.00 | 33,567.31 | 2,526.55- |
| 671-STORM WATER O&M | | | | | | | | | |
| TOTAL REVENUE | 638,787.00 | 511,390.03 | 694,173.00 | 59,258.57 | 529,975.60 | 0.00 | 0.00 | 164,197.40 | 76.35 |
| TOTAL EXPENDITURES | 488,727.00 | 323,146.68 | 518,321.00 | 70,653.84 | 384,404.69 | 0.00 | 0.00 | 133,916.31 | 74.16 |
| REVENUES OVER/(UNDER) EXPENDITURES | 150,060.00 | 188,243.35 | 175,852.00 | ( 11,395.27) | 145,570.91 | 0.00 | 0.00 | 30,281.09 | 82.78 |
| 672-2016A STORM WATER SINKING | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 950-HEALTH DEDUCTIBLE CLAIMS | | | | | | | | | |
| TOTAL REVENUE | 0.00 | 839,111.42 | 0.00 | 151,184.80 | 1,036,053.14 | 0.00 | 0.00 | ( 1,036,053.14) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 818,703.70 | 0.00 | 96,000.00 | 925,243.73 | 0.00 | 0.00 | ( 925,243.73) | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 20,407.72 | 0.00 | 55,184.80 | 110,809.41 | 0.00 | 0.00 | ( 110,809.41) | 0.00 |
| 953-EMPLOYEE FLEX SPENDING | | | | | | | | | |
| TOTAL REVENUE | 0.00 | ( 95,522.96) | 0.00 | 0.00 | 334.07 | 0.00 | 0.00 | ( 334.07) | 0.00 |
| TOTAL EXPENDITURES | 0.00 | ( 103,806.69) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 8,283.73 | 0.00 | 0.00 | 334.07 | 0.00 | 0.00 | ( 334.07) | 0.00 |
| GRAND TOTAL REVENUES | 65,832,804.00 | 32,295,156.55 | 42,632,636.00 | 2,714,645.06 | 26,217,665.97 | 0.00 | 0.00 | 16,414,970.03 | 61.50 |
| GRAND TOTAL EXPENDITURES | 73,696,679.00 | 31,267,513.51 | 45,146,539.00 | 3,199,010.84 | 27,447,214.22 | 0.00 | 301,189.28 | 17,398,135.50 | 60.80 |
| REVENUES OVER/(UNDER) EXPENDITURES | ( 7,863,875.00) | 1,027,643.04 | ( 2,513,903.00) | ( 484,365.78) | ( 1,229,548.25) | 0.00 | ( 301,189.28) | ( 983,165.47) | 48.91 |

*** END OF REPORT ***

BM5

| SENIOR CITIZENS 2015-2016 | | | | | |
|---|---|---|---|---|---|
| | **March** | | Actual 7/01/15-3/31/16 | Budget 07/01/15-06/30/16 | <Over> Under Budget |
| Beginning Cash | 6,227.79 | | 3,677.51 | 2,380.16 | -1,297.35 |
| Revenue | 0.18 | | 107.62 | 0.00 | -107.62 |
| From General Fund | 0.00 | | 5,300.00 | 5,300.00 | 0.00 |
| Expenditures | 209.83 | | 3,066.99 | 5,300.00 | 2,233.01 |
| Ending Cash | 6,018.14 | | 6,018.14 | 2,380.16 | -3,637.98 |
| | | | | | |
| | | | | | |

BM6

# City of Johnston

## Street Division Monthly Operations Report

| Date: March 2016 | Work Completed | Man Hours |
|---|---|---|
| **Concrete Maintenance** | | |
| Full Depth Patching | 5 Patches | 255.5 |
| Crack \ Joint Sealing | Ongoing | 156.5 |
| Pothole Repair | Ongoing | 23 |
| Miscellaneous Repair | Ongoing | 20 |
| *Total:* | | ***455*** |
| **Asphalt Maintenance** | | |
| Full Depth Patching | Ongoing | 8 |
| Crack \ Joint Sealing | Merle Hay Rd | 79 |
| Pothole Repair | Ongoing | 6 |
| Miscellaneous Repair | | |
| *Total:* | | ***93*** |
| **Roadway Markings** | | |
| New Sign Installation | | |
| Sign Maintenance | Ongoing | 73 |
| Roadway Painting | Pump Rebuild | 3 |
| Traffic Signals \ Street Lighting | Ongoing | 17.5 |
| *Total:* | | ***93.5*** |
| **Roadway and Roadside Maintenance** | | |
| Road Side Mowing | | |
| Shoulder Maintenance | Rut Repair | 4 |
| Street Sweeping | Spring Sweeping | 126 |
| Brush and Trash Removal | | |
| *Total:* | | ***130*** |
| **Facility Maintenance** | | |
| Facility Maintenance City Hall | Ongoing | 4 |
| Facility Maintenance Library | Ongoing | 8 |
| Facility Maintenance Police Dept | Gate | 2 |
| Facility Maintenance Fire Dept | | |
| Facility Maintenance Public Works | Ongoing | 265.5 |
| *Total:* | | ***279.5*** |
| **Storm Water Drainage** | | |
| Intake Structure Repair \ Replace | Manhole Repair | 19 |
| Culvert Repair \ Replace | | |
| Ditch \ Culvert Grading and Cleaning | Ongoing | 1 |
| Intake Cleaning \ Debris Removal | Ongoing | 4 |
| *Total:* | | ***24*** |

| | Work Completed | Man Hours |
|---|---|---|
| **Snow and Ice Control** | | |
| Equipment Prep and Maintenance | **Remove Equip** | 72.5 |
| Anti Ice Control | 1 Event | 4 |
| Snow Removal Operations | 1 Event | 2 |
| Clean-up Operations | Ongoing | 3 |
| Material Stock Pile \ Storage | Snow Fence | 37 |
| *Total:* | | ***118.5*** |
| **Miscellaneous Service Requests** | | |
| Community Events | Funeral & Flags | 19 |
| Tornado Sirens | Spring Testing | 20.5 |
| Banners | Bracket Repair | 3 |
| Assist other Departments | Water / Sewer | 26 |
| Animal Control \ Dead Animal Disposal | Ongoing | 4 |
| *Total:* | | ***72.5*** |
| **Emergency Operations** | | |
| Flooding | | |
| High Wind Event | | |
| *Total:* | | |
| **Fleet Maintenance** | | |
| Public Works | Ongoing | 136 |
| Police | Ongoing | 38 |
| Fire | Ongoing | 42 |
| Water \ Sewer | Ongoing | 11 |
| Community Development | Ongoing | 2 |
| *Total:* | | ***229*** |
| **Training / Safety** | | |
| Training Classes | Traffic Signals | 38 |
| Safety Classes | Work Zone Safety | 106.5 |
| *Total:* | | ***144.5*** |

Paid Time Off taken in March, 321 hours.
The street department had 2 small winter weather events. Equipment on snow and ice control truck were removed cleaned inspected and stored for the season. With weather permiting crews did some concrete patching and crack sealing. Snow fence was removed from fields and stored. Street staff assisted with traffic control during the funeral precession for DMPD. Spring street sweeping is ongoing and tornado sirens were serviced and tested during Severe Weather Awareness week. Training topics for the month included Work Zone Safety training and certification and Traffic Signal Controller training.

8M7

# City of Johnston

## Water Department Monthly Operations Report

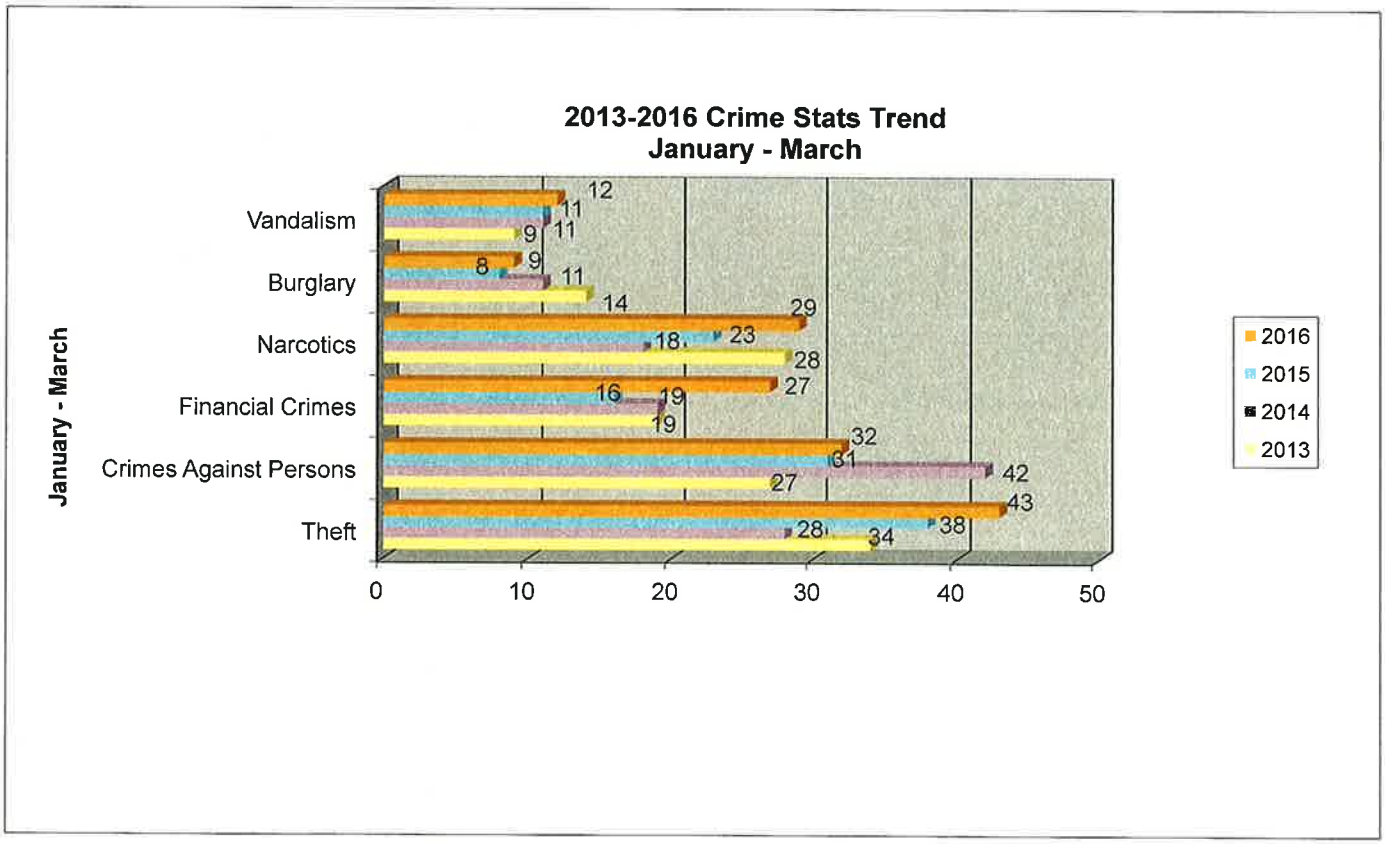
| | Date: Work Completed | Units | May-15 ManHours |
|---|---|---|---|
| **Service Orders** | | | |
| *Total Service Orders* | *137* | *each* | *102* |
| | | | |
| **DNR Sampling Requirements** | | | |
| DNR: Disinfectant Residual | *92* | *Each* | 46 |
| DNR: Bacteria Sampling | *20* | *Each* | 12 |
| DNR: Disinfectant By-Products | *0* | *Each* | 0 |
| *Total: Samples* | | | *58* |
| | | | |
| **Water Distribution Maintenance** | | | |
| Water Infrastructure Repairs | | | 0 |
| Water Division Equipment Maintenance | | | 127 |
| *Total: Distribution Maintenance* | | | *127* |
| | | | |
| **Utility Locates** | | | |
| Utility Locate Requests | 206 | *Each* | 103 |
| GIS Mapping | | | 15 |
| *Total Utility Locates* | | | 118 |
| | | | |
| **Grand Totals** | | | **404** |

# City of Johnston

## Wastewater Department Monthly Operations Report

| | Date: | | May-15 |
|---|---|---|---|
| | Work Completed | Units | ManHours |
| **Low Pressure Sewer** | | | |
| Grinder Tank: Preventative Maintenance | 47 | | 94 |
| Grinder Tank: Repairs | 5 | *Each* | 18 |
| Grinder Pumps Replaced | 2 | *Each* | |
| Grinder Tank Inspections | 1 | *Each* | 1 |
| *Total: Low Pressure Sewer Maintenance* | | | *113* |
| **Sanitary Sewer Manholes** | | | |
| Manhole: Inspections | 0 | | 0 |
| Manhole: Rehab | 9 | | 83 |
| Manhole: Cleaning | 0 | | 0 |
| *Total: Sanitary Sewer Manhole Maintenance* | | | *83* |
| **Sanitary Sewer Pipeline** | | | |
| Pipeline: Televising | 0 | *Lineal Ft* | 0 |
| Pipeline: Repairs | 0 | | 0 |
| Pipeline: Cleaning | 0 | *Lineal Ft* | 0 |
| *Total: Sanitary Sewer Pipeline Maintenance* | | | *0* |
| **Sewer Equipment Maintenance** | | | |
| *Total: Sewer Equipment Maintenance* | | | *61* |
| **Sanitary Sewer Grand Totals** | | | **257** |
| **Training** | | | **100** |
| **Storm Sewer** | | | **0** |
| **Streets (Snow Removal)** | | | **0** |

8M8


2013-2016 Crime Stats Trend
January - March
January - March
Vandalism
Burglary
Narcotics
Financial Crimes
Crimes Against Persons
Theft
12
11
9
11
8
9
11
14
29
18
23
28
27
16
19
19
32
31
42
27
43
28
38
34
0
10
20
30
40
50
2016
2015
2014
2013

BM 9

**PLANNING & ZONING COMMISSION**

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

Minutes
Regular Meeting: Monday, April 11, 2016

## AGENDA

### 1. Call to Order

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

### 2. Roll Call

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

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

### 3. Approval of Agenda

Petersma called for a vote to approve the agenda.

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

**4. Approval of Meeting Minutes:** Regular Meeting of March 14, 2016.

**Roll Call Vote:**

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

**5. Silverstone Plat 2 Development Agreement Amendment:** Gary and Diane Bridgewater have requested an amendment to the Development Agreement for Silverstone Plat 2 as it relates to Lot 17 Silverstone Plat 2. The property is located at the south end of NW 104th Court.

Ender presented the staff report.

Johnson inquired if there had been any feedback from any adjacent property owners.

Ender stated that notice was sent to all adjacent property owners and there has not been any feedback.

Johnson inquired what the distance from the property line was on the accessory structure to the northeast of the subject property.

Staff did not have any an exact distance however, estimated that the setback for the accessory structure north of the subject property was about 60 feet. Additionally, the distance from the property line for the accessory structure east of the subject property is estimated to be about 30 feet or less.

Petersma opened the public hearing at 7:06 p.m.

No public comments were received.

Motion by Anderson, second by Whitaker to approve 5. Silverstone Plat 2 Development Agreement Amendment, subject to the following conditions:

1. The project shall conform to the requirements, standards and regulations of the City of Johnston.
2. The Planning & Zoning Commission recommends approval of the amended section 2.F.a. of the development agreement for Silverstone Plat 2:
   a. Rear Yard Setback: All lots adjoining the eastern or southern property boundary, except Lot 17 Silverstone Plat 2, shall have a minimum of a sixty (60) foot rear yard setback. In areas where the existing natural buffer is determined to not be sufficient or cannot be sufficiently augmented with additional landscaping to the satisfaction of the City, this setback shall be increased to a minimum of one-hundred and twenty (120) feet. Lot 17 Silverstone Plat 2 shall have a minimum of a twenty (20) foot rear yard setback along the eastern property boundary. The natural buffer abutting Lot 17 Silverstone Plat 2 shall be augmented and maintained on Lot 17 Silverstone Plat 2.

**Roll Call Vote:**

| | Spencer | Severino | Johnson | Smith | Whitaker | Petersma | Anderson |
|---|---|---|---|---|---|---|---|
| **Aye** | X | | X | | X | X | X |
| **Nay** | | | | | | | |
| **Abstain** | | | | | | | |

6. **Minks Monk 2016 Annexation:** The Enclave of Johnston, LLC has submitted an application for voluntary annexation and a petition for the establishment of a R-1(100), Single Family Residential, zoning district for 18.44 acres located east NW Beaver Drive and north of NW 78th Avenue currently within unincorporated Polk County. Additional land consisting of Polk County owned right-of-way is being added to this annexation application for a total area of 22.25 acres.

Ender presented the staff report.

Petersma requested background on Lot B Hughes Acres, the northern portion of NW 78th Avenue from centerline to the edge of the ride-of-way; and inquired as to the Army Corps of Engineers' concerns.

Ender summarized the timeline that Lucas Slings, of the Army National Guard, submitted identifying the ownership if the Lot B Hughes Acres ROW, an email detailing this timeline was provided on the dais at the meeting.

Petersma questioned if the subject ROW was a federal easement.

Ender stated the records obtained by staff indicated this easement was to the State of Iowa.

David Rogers, Executive Officer of the Installations, Facilities and Construction office, Camp Dodge, stated that the easement was to the Army Corp of Engineers and the license was to the State of Iowa.

Petersma inquired as to whom currently owns of the road.

David Wilwerding specified that the Iowa Army National Guard maintains the road down to Stark Armory and the Army Corps of Engineers maintains the remainder of the road. The annexation doesn't impact the ownership; the concern is who has the authority to approve accesses to this road. This concern would need to be reviewed prior to any preliminary plat. Based upon the information obtained by staff, to obtain access to this road the applicant would need approval from the entities in possession of the easement and license.

Tim Hogan, Hogan Law Office, representing the applicant, stated that the annexation and rezoning of the property would not affect the easement ownership. Hogan and the applicant understand access to and maintenance of the road is a concern; and will address this issue prior to platting.

Petersma stated that the City attorney would review this issue before it goes before City Council.

David Rodgers, stated Camp Dodge didn't have any objection to annexation.

Wilwerding noted that there was not anyone present from the Army Corps of Engineers. However, from his discussion with them, they are concerned with access to the road and the approval process, which will be handled prior to platting.

Petersma opened the public hearing at 7:18 p.m.

Russ Harrison, 6171 NW 78th Avenue, is concerned with the size of the lots and preservation of woodlands on in the subject property.

Petersma stated that the lot size and woodland preservation items that are considered during platting.

Petersma closed to public hearing at 7:20 p.m.

**Motion by Johnson, second by Anderson to recommends approval of the Application for Voluntary Annexation with right-of-way included and an Official Zoning Map amendment for 22.25 acres to an R-1(100) zoning district classification.**

**Roll Call Vote:**

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

**7. Other Business.**

**8. Adjournment**

Meeting adjourned at 7:24 PM.

_____ _____

**Chair** **Secretary**

ITEM NO. 9A

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| **SUBJECT:** First consideration of Ordinance 941 | ACTION REQUIRED:<br>_X_ Ordinance WDC<br>___ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

| | |
|---|---|
| SYNOPSIS: | First consideration of Ordinance 941. This ordinance is to amend Chapter 99 SEWER USER CHARGE in the Code of Ordinances to allow a Construction Sanitary Sewer Permit to be issued.<br><br>Currently all water usage is required to be metered and properties are charged sewer rates based on the usage determined by the property's water meter.<br><br>The purpose of this amendment is to allow new residential construction activities to take place prior to it being practical to install a water meter to measure water use.<br><br>The proposed addition to Chapter 99.06 CHARGES BASED ON USAGE allows new residential construction builders to use unmetered domestic water for 210 days (approximately 7 months).<br><br>The proposed NEW RESIDENTIAL CONSTRUCTION SEWER ? PERMIT fee of $50.00 was determined by reviewing metered water usage during residential construction within Johnston. |
| RECOMMENDATION: | Approve first consideration of Ordinance 941. |

Motion by _____, seconded by _____, First consideration of Ordinance 941

AP

# ORDINANCE NO. 941

## AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING SECTION 99.06 CHARGES BASED ON USAGE TO CREATE CONSTRUCTION SANITARY SEWER PERMIT

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

**Section 1. PURPOSE.** The purpose of this ordinance is to amend the Johnston Revised Ordinances of 2007, Section 99.06 charges based on usage.

**Section 2. AMENDMENT.** Section 99.06 (Charge Based on Usage) shall have the following language added:

"2. Residential Single Family Construction. Construction Sanitary Sewer Permit for Residential Single Family Construction is $50.00. Construction Sanitary Sewer Permit allows 210 days of unmetered sanitary sewer usage for the purpose of constructing one (1) Residential Single Family Dwelling."

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

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

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

Passed and approved by the City Council this 16th day of May 2016

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

ITEM NO. 9B

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| **SUBJECT:** First consideration of Ordinance 942 | ACTION REQUIRED:<br>_X_ Ordinance WC<br>___ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

SYNOPSIS:

First consideration of Ordinance 942. This ordinance is to amend Chapter 92 WATER RATES in the Code of Ordinances.

The current permit fees, administration fees, hydrant deposits and customer deposits charged by the water department were established prior to May 2002. The proposed changes will adjust permit fees, administration fees, hydrant deposits and customer deposits to cover current costs incurred by the water department.

Currently all water usage is required to be metered and properties are charged for water usage based on meter readings. At certain times of the year or during various stages of residential construction it is not practical to install a water meter at the property.

This amendment will also allow new residential construction activities to take place prior to it being practical to install a water meter to measure the property's water use.
The proposed addition to Chapter 99.06 CHARGES BASED ON USAGE allows new residential construction builders to use unmetered domestic water for 210 days (approximately 7 months). The proposed NEW RESIDENTIAL CONSTRUCTION WATER PERMIT fee of $200.00 was determined by reviewing metered water usage during residential construction within Johnston.

The Home Builders Association of Des Moines was contacted regarding using a construction water permit over metering actual water usage. The preference of the

| | |
|---|---|
| | Home Builders Association of Des Moines would be to use a construction water permit.<br><br>Attached is a red lined copy of the proposed changes to Chapter 92 WATER RATES. |
| RECOMMENDATION: | Approve first consideration of Ordinance 942. |

Motion by _____, seconded by _____, First consideration of Ordinance 942

# ORDINANCE NO. 942

## AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING CHAPTER 92 TO MODIFY FEES AND CHARGES FOR DEPOSITS AND CONSTRUCTION WATER PERMIT

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

**Section 1. PURPOSE.** The purpose of this ordinance is to amend the Johnston Revised Ordinances of 2007, Chapter 92 Water Rates.

**Section 2. AMENDMENT.** Section 92.04 (Billing for Water Service) shall be amended as follows:

"6. If the bill remains unpaid eleven days later (approximately the 1st of the month) a disconnect notice is delivered to the premises stating that if the bill is not paid immediately, the water will be shut off in 48 hours and a ~~$15.00~~ $35.00 administrative fee shall be charged to the customer.

7. If the bill remains unpaid two days later (approximately the 3rd of the month) the City shall deliver another notice and shut the water service off. A ~~$15.00~~ $35.00 disconnection charge is charged to the customer."

**Section 3. AMENDMENT.** Section 92.05 (Discontinuance Hearing) shall be amended as follows:

"4. Fees. A charge of ~~$15.00~~ $35.00 will be added to restore the service at the time the bill and feeds are paid. Restoration of service will occur during normal working hours. Under special circumstances, the Public Works Director may authorize the restoration of service after hours (4:00 p.m. to 7:30 a.m.) and a fee of ~~$50.00~~ $100.00 will be charged. The water utility employee that restores service is not authorized to accept payment after hours. Payments must be made at City Hall in full and including the ~~$50.00~~ $100.00 after hour fee by 9:00 a.m. the following day or service will be disconnected immediately and not restored until all monies have been received, including an additional $15.00 for the second shut off."

**Section 4. AMENDMENT.** Section 92.09 (Customer Deposits) shall be amended as follows:

~~"1. There shall be required from every customer a deposit intended to guarantee the payment of bills for service in accordance with the following:~~

~~A. Residential Customers - $20.00~~

~~B. Commercial/Industrial Customers:~~
~~1-inch service .....$ 20.00~~
~~1½-inch service .....$ 20.00~~

~~2-inch service.....$ 40.00~~
~~4-inch service.....$ 75.00~~
~~6-inch service.....$ 90.00~~
~~8-inch service.....$ 150.00~~"

1. There shall be required from every customer a deposit in the amount of $75.00 intended to guarantee the payment of bills for service.

**Section 5.** **AMENDMENT.** Section 92.10 (Temporary Vacancy) shall be amended as follows:

"A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for an extended period of time. There shall be a ~~$15.00~~ $35.00 fee collected for shutting the water off at the curb valve and a ~~$15.00~~ $35.00 fee for restoring service. During a period when service is temporarily discontinued as provided herein there shall be no minimum service charge. The City will not drain pipes or pull meters for temporary vacancies."

**Section 6.** **AMENDMENT.** Section 92.11 (Construction Use Charges) shall be amended as follows:

~~"1. Construction Water Permit. The fee for construction water permit is $25.00 for under 10,000 square feet of gross floor area and $35.00 for over 10,000 square feet of gross floor area.~~

~~2. Deposits for fire hydrant meters are as follows:~~
~~5/8" x ¾" Meter.....$100.00~~
~~1" Meter.....$150.00~~
~~2" Meter.....$200.00~~
~~3" Meter.....$300.00~~

~~3. Inspection fee during construction is $10.00"~~

1. Residential Single Family Construction. Construction Water Permit for Residential Single Family Construction is $200.00. Construction Water Permit allows 210 days of unmetered water for the purpose of constructing one (1) Residential Single Family Dwelling.

2. Deposits for fire hydrant meters are as follows:
1" Meter.....$1,000.00
2" Meter.....$2,000.00

3. Inspection fee during construction is $35.00

**Section 7.** **REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 8.** **SEVERABILITY CLAUSE**. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 9.** **WHEN EFFECTIVE.** This ordinance shall be in full effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council this 16th day of May 2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

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

Item No. 9C

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| SUBJECT: Consider approving an amendment to the Development Agreement for Silverstone Plat 2 as it applies to Lot 17. The property is located at the south end of NW 104th Court. Resolution No. 16-87. | **ACTION REQUIRED:**<br>___ Ordinance<br>_x_ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Rvw |
|---|---|

| | |
|---|---|
| SYNOPSIS: | The applicants, Gary and Diane Bridgewater, are requesting to amend the development agreement for Silverstone Plat 2 as it related to their property, Lot 17 Silverstone Plat 2. The property is zoned R-1(75) with restrictions based upon a Development Agreement entered into as part of the rezoning of the property. |
| RECOMMENDATION: | **At their regular meeting on April 11th, 2016 the Planning & Zoning Commission recommended approval of the amended section 2.F.a. of the development agreement for Silverstone Plat 2:**<br><br>Rear Yard Setback: All lots adjoining the eastern or southern property boundary, except lot 17 Silverstone Plat 2, shall have a minimum of a sixty (60) foot rear yard setback. In areas where the existing natural buffer is determined to not be sufficient or cannot be sufficiently augmented with additional landscaping to the satisfaction of the City, this setback shall be increased to a minimum of one-hundred and twenty (120) feet. Lot 17 Silverstone Plat 2 shall have a minimum of a twenty (20) foot rear yard setback along the eastern property boundary. The natural buffer abutting Lot 17 Silverstone Plat 2 shall be augmented and maintained on Lot 17 Silverstone Plat 2. |

Motion by _____, seconded by _____ to approve the amended development agreement for Lot 17 Silverstone Plat 2.

Attachments:
- Proposed Development Agreement Amendment
- Vicinity Map
- Silverstone Plat 2 Development Agreement Regarding Rezoning
- Amendment Request Letter from the Applicants
- Preliminary Site layout
- Proposed House Plans
- Proposed Accessory Structure Plans
- Mailing List
- Postcard Notice

JP

**RESOLUTION 16-81**

**A RESOLUTION APPROVING AN AMENDED DEVELOPMENT AGREEMENT FOR LOT 17 SILVERSTONE PLAT 2**

**WHEREAS,** the Planning & Zoning Commission has reviewed this request during its regular meeting on April 11th, 2016, and recommended approval; and,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA,** that an amended development agreement for Lot 17 Silverstone Plat 2 is hereby approved and the Mayor is authorized to sign said document.

**PASSED AND APPROVED** this 18th day of April, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

| ROLL CALL VOTE: | Aye | Nay | Absent | Abstain |
|---|---|---|---|---|
| Brown | — | — | — | — |
| Clabaugh | — | — | — | — |
| Cope | — | — | — | — |
| Lindeman | — | — | — | — |
| Temple | — | — | — | — |

| | |
|---|---|
| APPLICANT: | Gary and Diane Bridgewater<br>7600 NW 104th Court<br>Lot 17 in Silverstone Development, Lot 17 of Plat 2 |
| REPRESENTATIVE: | Cooper Crawford and Associates<br>475 S. 50th Street, Suite 800<br>West Des Moines, IA 50265 |
| BACKGROUND & PRIOR APPROVALS: | The subject property was annexed to the City of Johnston as part of the Northwest Annexation which was approved by the City Development Board on May 10, 2006.<br><br>The R-1(75) zoning district was established for this site, subject to the regulations contained in a Development Agreement dated March 3, 2006. A copy of this agreement is attached. The development agreement was established to address concerns from neighboring properties to the east and south. Since this lot abuts the eastern property boundary a rear yard setback of 60 feet is placed on this lot which is greater than the typical 35 foot rear yard setback.<br><br>The Preliminary Plat (PZ 06-30) for the property was approved by the City Council on August 7, 2006. The construction plans were approved by the City Council on March 19, 2007. This portion of the property was platted as Outlot Y of Silverstone Plat 1 (PZ 06-33), which was approved by the City Council on October 2, 2006. Outlot Y subsequently subdivided into 36 lots which are shown on the Final Plat for Silverstone Plat 2 (PZ 07-17). This Final Plat was approved on May 31, 2007. |
| PROPOSED AMENDMENT: | Gary and Diane Bridgewater have requested the City amend the development agreement for Silverstone Plat 2. This is requested to facilitate construction of a new home and accessory structure on lot 17. Attached to this report is a letter from the applicants detailing their request and a preliminary site plan.<br><br>The eastern property boundary of Lot 17 is indicated as the rear yard because of the development agreement. Without the development agreement the eastern property boundary would be classified as a side yard and would have to adhere to the side yard setbacks for a R-1(75) zoning district. The side yard requirements for an R-1(75) zoning district are one side equaling 8 feet and 17 feet total from all side yards. As a side yard the 60 foot setback requirement is unreasonably burdensome on this particular lot and greatly diminishes the buildable area.<br><br>In an effort to maintain the intent of the original development agreement and to allow for use of the subject property in a manner agreeable to the property owners staff recommends the following language to amend the development agreement: |

| | |
|---|---|
| | **2.F.a.** Rear Yard Setback: All lots adjoining the eastern or southern property boundary, except lot 17 Silverstone Plat 2, shall have a minimum of a sixty (60) foot rear yard setback. In areas where the existing natural buffer is determined to not be sufficient or cannot be sufficiently augmented with additional landscaping to the satisfaction of the City, this setback shall be increased to a minimum of one-hundred and twenty (120) feet. Lot 17 Silverstone Plat 2 shall have a minimum of a twenty (20) foot rear yard setback along the eastern property boundary. The natural buffer abutting Lot 17 Silverstone Plat 2 shall be augmented and maintained on Lot 17 Silverstone Plat 2. |
| NEIGHBOR NOTICE: | Notice was mailed to all adjacent property owners on March 30th, 2016. As of publication of this report no comments have been received. A copy of the notice is attached. |

**Amended Development Agreement**
**Recorders Cover Sheet**

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

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

**Grantors:**
Gary Bridgewater

**Grantees:**
City of Johnston, Iowa

**Legal Description: Lot 17 Silverstone Plat 2**

## DEVELOPMENT AGREEMENT AMENDMENT

This Development Agreement Amendment made this _____ day of _____ _____, 2016, by and between Gary Bridgewater (hereinafter collectively referred to as "DEVELOPER") the owner of the property described below, and the City of Johnston, an Iowa municipality with city offices at P.O. Box 410, Johnston, Iowa, 50131-0410 (hereinafter referred to as "City") as an amendment to the Development Agreement recorded March 3, 2006, Book 11568, Page 133 .

**WHEREAS,** DEVELOPER and CITY previously entered into a Development Agreement on March 3, 2006, which was recorded in the Polk County Recorder's Office in Book 11568 Pages 133 to 137, and amended on May 21, 2007, which was recorded in the Polk County Recorder's Office in Book 12215 Pages 159 to 462 for the following legally described property:

Lot 17 Silverstone Plat 2

(hereinafter referred to as the "OWNER'S PROPERTY").

**NOW THEREFORE**, DEVELOPER and CITY agree to amend the existing Development Agreement as follows:

**1.** **DEVELOPMENT AGREEMENT AMENDED.** Section 2.F.a. of the existing development agreement shall be amended as follows:

Rear Yard Setback: All lots adjoining the eastern or southern property boundary, except lot 17 Silverstone Plat 2 shall have a minimum of a sixty (60) foot rear yard setback. In areas where the existing natural buffer is determined to not be sufficient or cannot be sufficiently augmented with additional landscaping to the satisfaction of the City, this setback shall be increased to a minimum of one-hundred and twenty (120) feet. Lot 17 Silverstone Plat 2 shall have a minimum of a twenty (20) foot setback along the eastern property boundary. The natural buffer abutting Lot 17 Silverstone plat 2 shall be augmented and maintained on Lot 17 Silverstone Plat 2.

**2.** **EXISTING DEVELOPMENT AGREEMENT.** All other provisions of the existing Development Agreement as amended on May 21, 2007 shall remain in full force and effect.

**3.** **AMENDMENTS.** No amendments or variations of the terms of this Agreement shall be valid or binding unless made in writing and executed by a duly authorized representative of each party to be bound thereof.

**4.** **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their respective successors and assigns. The parties further agree that this Agreement may be filed with the Polk County Recorder so as to be part of a public record and

notify third parties of the terms contained herein. The parties further agree that this Development Agreement shall be a perpetual encumbrance on the OWNER'S Property; shall run with the land; and shall be binding on all subsequent purchasers of the Property.

5. **VALIDITY OF AGREEMENT.** If any term of this Agreement is deemed or ruled invalid by a court of law for any reason, the parties agree that there would be a failure of consideration and that this Agreement would be null and void.

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

CITY OF JOHNSTON ATTEST:

By:_____ By:_____

Paula S. Dierenfeld, Mayor Cyndee Rhames, City Clerk

**STATE OF IOWA, POLK COUNTY, ss:**

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Paula S. Dierenfeld** and **Cyndee Rhames**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Johnston, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the _____ day of _____, 2016, and that **Paula S. Dierenfeld** and **Cyndee Rhames**, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

_____

Notary Public in and for the State of Iowa

FOR THE OWNER/DEVELOPER:
Gary Bridgewater

_____

BY: Gary Bridgewater, Property Owner

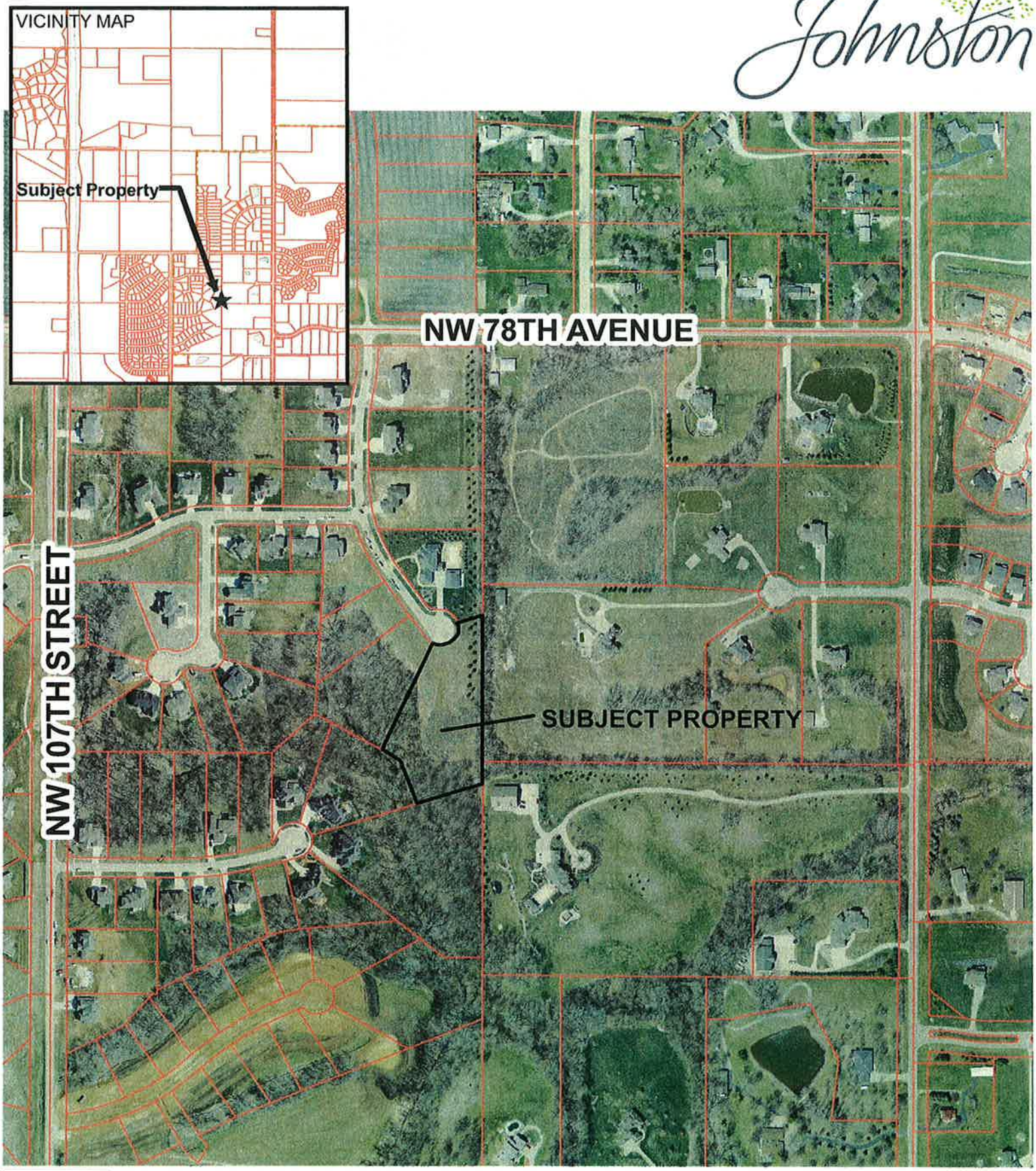
On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Bridgewater, to me personally known, who, being by me duly sworn, did say that he is the individual executing the within and foregoing instrument; and that he acknowledged the execution of said instrument to be his voluntary act and deed of the members and manager of said limited liability company.

_____

Notary Public, In and For the State of Iowa

# SILVERSTONE PLAT 2
# DEVELOPMENT AGREEMENT AMENDMENT

Johnston

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Feet

1 inch = 3,333 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

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Fair Chg

Doc ID: 016240300005 Type: GEN
Recorded: 03/20/2006 at 08:55:13 AM
Fee Amt: $27.00 Page 1 of 5
Revenue Tax: $0.00
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2006-00088223
BK 11568 PG 133-137

**Development Agreement Regarding Rezoning**
**Recorders Cover Sheet**

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

**Return Document To:**
David R. Wilwerding
City of Johnston RETURN TO:
P.O. Box 410, 6221 Merle Hay Road
Johnston, IA 50131
515-278-2344

**Grantors:**
Silverstone, L.C.

**Grantees:**
City of Johnston, Iowa

**Legal Description:**

EX E 317.7F W 704.95F N 411.33F NW 1/4 NE 1/4- W 1/2 NE 1/4 LESS RD SEC 33-80-25

## DEVELOPMENT AGREEMENT

This Development Agreement made this 3rd day of March, 2006, by and between Silverstone, LC. (hereinafter collectively referred to as "DEVELOPER") the owner of the property described below, and the City of Johnston, an Iowa municipality with city offices at P.O. Box 410, Johnston, Iowa, 50131-0410 (hereinafter referred to as "City")

**WHEREAS,** DEVELOPER wishes to develop certain real estate being annexed into the City of Johnston, Iowa legally described as follows:

EX E 317.7F W 704.95F N 411.33F NW 1/4 NE 1/4- W 1/2 NE 1/4 LESS RD SEC 33-80-25

(hereinafter referred to as the "OWNER'S PROPERTY").

**WHEREAS,** it is DEVELOPER'S intent to develop the OWNER'S PROPERTY for the construction of a residential community (hereinafter the "RESIDENTIAL COMMUNITY"); and

**WHEREAS,** the CITY is willing to rezone the OWNER'S PROPERTY in an effort to facilitate the construction of the RESIDENTIAL COMMUNITY as long as DEVELOPER agrees to certain conditions; and

**WHEREAS,** the proposed RESIDENTIAL COMMUNITY will add additional burden to other city services and city infrastructure, and

**NOW THEREFORE,** pursuant to the authority granted to the CITY by Iowa Code Sections 414.5 and 364.1 and in consideration of the proposed development and increased tax base to the CITY and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by both parties, it is agreed as follows:

1. **ZONING AMENDED.** The CITY will consider the rezoning of the OWNER'S PROPERTY to R-1(75) Single Family Residential in conformance with the 1998 Johnston Comprehensive Plan as amended. The rezoning of the property would generally accommodate the development plan as depicted in the Exhibit "A" attached as prepared by Cooper Crawford and Associates and dated February 15, 2006. If the Johnston City Council rezones the OWNER'S PROPERTY, Paragraph 2 of this Agreement shall become effective and shall act as binding and limiting conditions on the use of the OWNER'S PROPERTY.

2. **RESTRICTIONS.** DEVELOPER AND OWNER agree that DEVELOPER will effectuate the following in conjunction with the approval of a master plan, preliminary plat, site plan, construction plans and final plat as required by the CITY, in its sole discretion, for the DEVELOPER/OWNER'S PROPERTY:



Book: 11568 Page: 133 File Number: 2006-00088223 Seq: 2

A. The development shall be in conformance with all policies, standards and regulations of the City of Johnston.

B. Density: The DEVELOPER agrees that the gross density of the project shall not exceed 1.08 units per acre.

C. Lot Size: The DEVELOPER agrees that no future lots shall be narrower than eighty-seven (87) feet in width as measured at the building setback line and no future lots shall be smaller than 12,500 square feet. The lot widths and lot sizes shall be reviewed and identified on the Preliminary and Final Plat(s).

D. Side Yard Setbacks: The DEVELOPER agrees that all lots shall have a minimum side yard setback of nine (9) feet on one side with a sum of nineteen (19) feet. All lots on Street "A", "B" and "C" (Lots 8 to 22 and 56 to 79) as identified on Exhibit "A" shall have a minimum side yard setback of ten (10) feet on one side with a sum of twenty-one (21) feet. The setbacks required for each lot shall be identified on the Preliminary and Final Plat(s).

E. Conservation Easements: The DEVELOPER agrees to implement conservation easements in areas with extreme slope, drainage ways and existing natural vegetation. These areas shall be agreed upon by the DEVELOPER and CITY at the time of the Preliminary Plat(s) and an easement document shall be provided at the time of the Final Plat(s) to ensure that the identified areas remain in their natural state.

F. Transition Buffers: Pursuant to the 1998 Comprehensive Plan, as amended by the Johnston City Council on February 6, 2006, transitions are required along the eastern and southern boundaries of the OWNER'S PROPERTY. Based upon aerial photography and site visits, the CITY and DEVELOPER agree that there appears to exist a natural landscaping buffers between the OWNER'S PROPERTY and adjoining properties to the east and south. However, until field surveys and tree inventories are conducted it cannot be determined whether or not this natural buffer is sufficient in all areas. Therefore, to meet the guidelines of the Comprehensive Plan, the DEVELOPER'S agree to the following:

   a. Rear Yard Setback: All lots adjoining the eastern or southern property boundary shall have a minimum of a sixty (60) foot rear yard setback. In areas where the existing natural buffer is determined to not be sufficient or cannot be sufficiently augmented with additional landscaping to the satisfaction of the City, this setback shall be increased to a minimum of one-hundred and twenty (120) feet. Said rear yard setback shall be identified on the Preliminary and Final Plat(s).

   b. Lot Area: All lots where the existing natural buffer is determined to not be sufficient or cannot be sufficiently augmented with additional landscaping to the satisfaction of the City, shall be a minimum of 1.5 acres in size.

3. **REVERSION OF ZONING:** If the rezoning of the OWNER'S PROPERTY is approved by the CITY and the property is subsequently rezoned, such zoning shall be conditioned on the DEVELOPER'S full compliance with the provisions of paragraph 2 above. If the DEVELOPER fails to comply with all of the requirements of paragraph 2 above, then the OWNER'S PROPERTY shall immediately revert back to the zoning classification of AR Agricultural Reserve without any further action on the part of the CITY or the City Council.

4. **AMENDMENTS.** No amendments or variations of the terms of this Agreement shall be valid or binding unless made in writing and executed by a duly authorized representative of each party to be bound thereof.

5. **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their respective successors and assigns. The parties further agree that this Agreement may be filed with the Polk County Recorder so as to be part of a public record and notify third parties of the terms contained herein. The parties further agree that this Development Agreement shall be a perpetual encumbrance on the OWNER'S Property; shall run with the land; and shall be binding on all subsequent purchasers of the Property.

6. **VALIDITY OF AGREEMENT.** If any term of this Agreement is deemed or ruled invalid by a court of law for any reason, the parties agree that there would be a failure of consideration and that this Agreement would be null and void. In such event, the OWNER'S property's zoning shall automatically revert to that of an AR district without further action of the Johnston City Council.

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

CITY OF JOHNSTON

By: Brian J. Laurenzo
Brian J. Laurenzo, Mayor

ATTEST:

By: Stephanie L Reynolds
Stephanie L. Reynolds, City Clerk

FOR THE OWNER/DEVELOPER:
SILVERSTONE, L.C., an Iowa Limited Liability Company

BY: William B. Kimberley, Manager

On this 3rd day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William B. Kimberly, Manager of Silverstone, L.C., to me personally known, who, being by me duly sworn, did say that he is the individual executing the within and foregoing instrument; and that he acknowledged the execution of said instrument to be his voluntary act and deed of the members and manager of said limited liability company.

Notary Public, In and For the State of Iowa

To: City of Johnston
6221 Merle Hay Road
P.O. Box 410
Johnston, Iowa 50317

Attn: David Wilwerding, AICP
Community Development Director

Re: Gary and Diane Bridgewater Property
7600 NW 104th Court
Lot 17 in Silverstone Development, Lot 17 of Plat 2

Dear Mr. Wilwerding,

Diane and I have been residents of Johnston for the past twenty-three years living in Green Meadows West. We recently purchased a lot in the Silverstone Development and would like to build a new home at this location. Johnston is home for us and we hope to continue to live in this Community.

As we worked on the site planning for our new home, Cooper Crawford, the Civil Engineer for the original development, helped us to understand that there currently exist a 60'-0" side yard construction setback on the east property line.

For our new home and accessory building to be sited appropriately on this lot, we require both to encroach on this existing 60'-0" side yard setback. If we tried to move the house to the south and to the west, we would be fighting grade and sanitary sewer flow line challenges. We don't want to add a sanitary lift station to serve the basement. If we moved the accessory building to the west, again, we are fighting grade elevation challenges and the proximity of the Conservation Easement.

The property east of our lot, that would be most impacted by this change in setback, is currently un-occupied. We do not know the status of who owns this property. The current house, on that property, is more than 100 yards away from our proposed home location.

We believe the intent of the 60'-0" setback (buffering) was to screen the Silverstone development from the existing properties to the east. Although we do not show any additional landscaping on our preliminary site plan, it is our intent to add a large variety of evergreen and hardwood trees along our east property line to screen our property from the un-occupied property to the east. Also, there is a lot of natural screening on this adjacent property.

On the attached site plan, please note that the home will encroach into the current setback a total of 30'-0". The accessory building (more than 720 s.f.), requires the same setback of the primary structure. But, this accessory structure needs to encroach on the current setback a total of 40'-0".

We respectfully request the City of Johnston consider amending the current development agreement, for this lot only, Lot 17 in Silverstone – Plat 2. We request to reduce this side yard setback, at the east property line, to 20'-0".

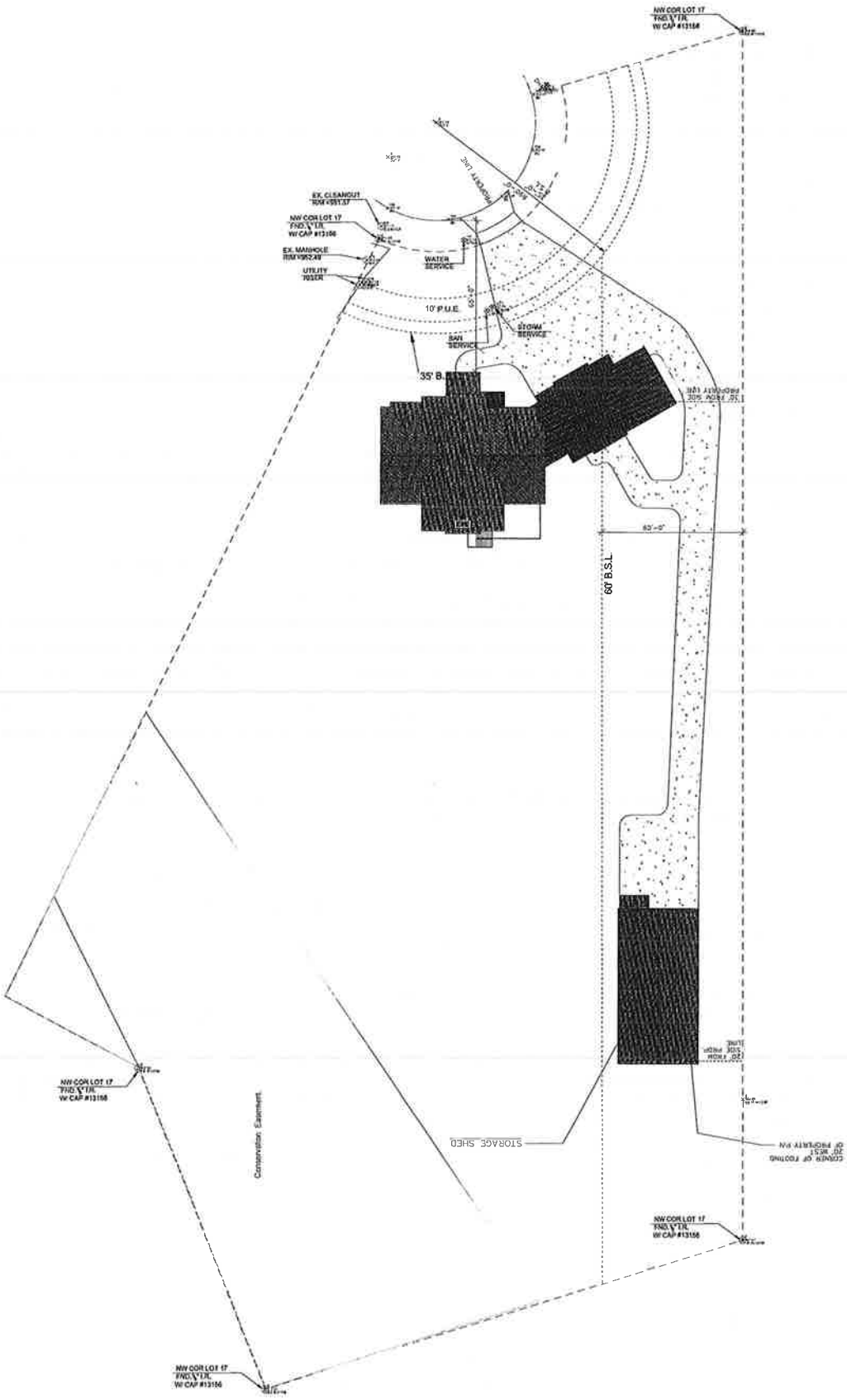
We have contacted Kimberley Development and discussed our request with Bill Kimberley. He is in support of our request.

Attached with this letter are three PDF documents: 1> a preliminary site plan; 2> plans for the house; and 3> plans for the accessory structure.

We appreciate the City of Johnston's consideration of this request. Please contact me if you have any questions.

Yours Very Truly,

Gary L. Bridgewater
Cell # 515-208-2382
bridgeh2o@mchsi.com


NW COR LOT 17
FND. 1/2" I.R.
W/ CAP #13156
EX. CLEANOUT
RIM=951.57
NW COR LOT 17
FND. 1/2" I.R.
W/ CAP #13156
EX. MANHOLE
RIM=952.49
UTILITY
WATER
WATER
SERVICE
10' P.U.E.
STORM
SERVICE
SAN
SERVICE
35' B.S.L.
60' B.S.L.
STORAGE SHED
Conservation Easement
NW COR LOT 17
FND. 1/2" I.R.
W/ CAP #13156
NW COR LOT 17
FND. 1/2" I.R.
W/ CAP #13156
NW COR LOT 17
FND. 1/2" I.R.
W/ CAP #13156

(1) FRONT VIEW 1
SCALE:

NOTE: THIS DRAWING IS AN ARTISTIC INTERPRETATION OF THE GENERAL APPEARANCE OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION.

## Sheet List

| Sheet Number | Sheet Name |
|---|---|
| A0 | TITLE SHEET |
| A1 | ELEVATIONS |
| A2.0 | FOUNDATION PLAN |
| A2.1 | LOWER FLOOR FINISH PLAN |
| A3.0 | MAIN FLOOR PLAN |
| A3.1 | MAIN FLOOR- TIMBER PLAN |
| A4 | UPPER FLOOR |
| A5 | ROOF PLAN, SECTIONS & DETAILS |
| A6 | SECTIONS & DETAILS |
| A7 | SECTIONS & DETAILS |
| C1 | SITE PLAN |

## AREA SCHEDULE

| Name | Area |
|---|---|
| MAIN FLOOR | 3156 SF |
| LOWER FLOOR- FINISHED | 1976 SF |
| UPPER FLOOR | 853 SF |
| BELOW GARAGE | 1340 SF |
| GARAGE | 1278 SF |
| LOWER FLOOR- UNFINISHED | 839 SF |
| Grand total: 6 | 9442 SF |

## MATERIALS

[illegible]

## SYMBOLS

[illegible]

## ABBREVIATIONS

| | |
|---|---|
| ABV | ABOVE |
| AFF | ABOVE FINISH FLOOR |
| AGDO | AUTOMATIC GARAGE DOOR OPENER |
| APP | APPENDIX |
| AWN | AWNING |
| BM | BEAM |
| BO | BY OWNER |
| BOF | BOTTOM OF FOUNDATION |
| BRG | BEARING |
| CAB | CABINET |
| CANT | CANTILEVER |
| CJ | CONTROL JOINT |
| CLG | CEILING |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| CONC | CONCRETE |
| CONT | CONTINUOUS |
| CP | CLOSET POLE |
| CPT | CARPET |
| CSMT | CASEMENT |
| CT | CERAMIC TILE |
| DBL | DOUBLE |
| DH | DOUBLE HUNG |
| DIA | DIAMETER |
| DIM | DIMENSION |
| DN | DOWN |
| DR | DOOR |
| DS | DOWNSPOUT |
| DTD | DRYWALL TO DRYWALL |
| DW | DISHWASHER |
| EA | EACH |
| EIFS | EXTERIOR INSULATION AND FINISH SYSTEM |
| EL | ELEVATION |
| EQ | EQUAL |
| EW | EACH WAY |
| EWC | ELECTRIC WATER COOLER |
| FBO | FURNISHED BY OWNER |
| FD | FLOOR DRAIN |
| FEC | FIRE EXTINGUISHER CABINET |
| FLUOR | FLUORESCENT |
| FP | FIREPLACE |
| FTG | FOOTING |
| FXD | FIXED |
| GALV | GALVANIZED |
| GC | GENERAL CONTRACTOR |
| GFI/GFCI | GROUND FAULT CIRCUIT INTERRUPTER |
| GL | GLASS |
| GLB | GLUE LAM BEAM |
| GYP BD | GYPSUM BOARD |
| H | HIGH (42" HIGH) |
| HORIZ | HORIZONTAL |
| HPL | HIGH PRESSURE LAMINATE |
| HVAC | HEATING VENTILATING & AIR CONDITIONING |
| INS | INSULATED/INSULATION/INSULATING |
| LAV | LAVATORY |
| LIN | LINEN |
| LPL | LOW PRESSURE LAMINATE |
| LVL | LAMINATED VENEER LUMBER |
| MAX | MAXIMUM |
| MC | MEDICINE CABINET |
| MDO | MEDIUM DENSITY OVERLAY |
| MFGR | MANUFACTURER |
| MIN | MINIMUM |
| MTL | METAL |
| NIC | NOT IN CONTRACT |
| NTS | NOT TO SCALE |
| OC | ON CENTER |
| OC EW | ON CENTER EACH WAY |
| OFCI | OWNER FURNISHED CONTRACTOR INSTALLED |
| OHD | OVERHEAD DOOR |
| OHC | OVERHEAD CABINET |
| PLAM | PLASTIC LAMINATE |
| PED | PEDESTAL |
| PKT | POCKET |
| PL | PLATE |
| PL HT | PLATE HEIGHT |
| PSF | POUNDS PER SQUARE FOOT |
| PWD | POWDER |
| RD | ROOF DRAIN |
| REF | REFRIGERATOR |
| RS | RAD/SHELF |
| SD | SMOKE DETECTOR |
| SH | SHELF |
| SHWR | SHOWER |
| SL GL DR | SLIDING GLASS DOOR |
| SPR | SPRINKLER |
| TEMP | TEMPERED |
| THLD | THRESHOLD |
| TOF | TOP OF FOUNDATION |
| TRT | TREATED |
| UNO | UNLESS NOTED OTHERWISE |
| VERT | VERTICAL |
| W | WIDE |
| W/ | WITH |
| WC | WATER CLOSET |
| WD | WOOD |
| WDW | WINDOW |
| WH | WATER HEATER |
| WIC | WALK IN CLOSET |
| WP | WEATHERPROOF |
| WR | WATER RESISTANT |
| WS | WIRE SHELF |

## General Notes

1 GENERAL REQUIREMENTS
A Codes
1 Before final Drawings and Specifications are issued for construction, they shall be submitted to all governing building agencies to insure their compliance with all applicable local and national codes. If any discrepancies in Drawings and/or Specifications appear, the Architect shall be notified of such discrepancies in writing by the Contractor or building official, and allowed to alter the drawings and specifications so as to comply with governing codes before construction begins.
2 Upon written receipt of approval from the governing official, approved final Drawings and Specifications shall be submitted to the Contractor by the Architect.
3 If code discrepancies are discovered during the construction process, the Architect shall be notified and allowed ample time to remedy said discrepancies.
4 All work performed shall comply with all applicable local, state and national building codes, ordinances and regulations, and all other authorities having jurisdiction.
B All contractors, suppliers, and fabricators shall be responsible for the content of the Drawings, and for the supply and design of appropriate materials and work performance.
C All manufactured articles, materials, and equipment shall be handled, applied, installed, erected, used, cleaned, and conditioned in strict accordance with the manufacturers' requirements.
D All alternates are at the option of the Owner and shall be at the Owner's expense, constructed in addition to or in lieu of the typical construction, as indicated on the Drawings.
E Design Loads
1 Roof — live load 20psf (maximum); dead load 15psf (10 psf top, 5psf bottom)
2 Floor — live load 40psf (maximum); dead load 10psf
3 Balconies and Decks — live load 60psf (maximum); dead load 15psf (10 psf top, 5psf bottom)
4 Soil Pressure: 2000 psf (minimum)
5 Prior to start of construction, verify design loads with governing codes and site conditions. Check with local building agencies for wind, seismic, snow and other special loading conditions. If discrepancies are discovered, Architect shall be notified according to Section 1.A.1 above.

2 SITE WORK
A Perform excavation, according to good common construction practices, to the lines, grades, and elevations indicated on the Drawings.
B Provide consistent compaction of the top 8" of sub-grade, fill, and backfill material beneath structures, walks, and pavements to meet the stated soil pressure.
C Provide soil poisoning to control termites as required by governing codes.
D Provide and install ventilation for Radon Gas as required by local building agencies and governing codes.
E Top of foundation elevation is assumed to be 8" above the final grade at the overhead garage door opening. Changes in the foundation wall elevation relative to the final grade will result in changes to the foundation drawings as well as changes to the garage/house entry stair.

3 CONCRETE
A Provide concrete complying with ASTM C94. Unless otherwise noted concrete shall have the following 28 day compressive strengths as minimums.
1 Concrete footings and foundations: 3,000psi
2 Concrete floor slabs, walks, drives, and patios: 3,500psi
3 Provide construction joints so panel size does not exceed 400sf
B Provide reinforcement of the size and spacing indicated on Drawings. Reinforcing shall comply with the following minimums:
1 Bars: ASTM A615, grade 40, deformed bars.
2 Welded Wire Fabric: ASTM A185
C Unless noted otherwise, all slabs on grade shall be 4" thick, reinforced with 6x6 W1.4xW1.4 W.W.M., and placed over 4" minimum compacted sand or gravel fill. Interior slabs shall be placed over 6 mil. Stabilized polyethylene vapor barrier. Coordinate with radon removal procedures.
D Footing sizes shown are typical only for stated soil pressure and consistent compaction. Contractor shall be responsible for footings complying with the design requirements of specific soil conditions.
E Precast concrete lintels shall be installed and reinforced as per manufacturers' specifications. Architect shall not be responsible for design of precast masonry lintels.

4 MASONRY
A Provide standard weight hollow load bearing concrete masonry units (CMU) complying with ASTM C90, grade N, type 1.
B Reinforcement shall comply with the following as minimums:
1 Bars: ASTM A615, grade 40, formed bars.
2 Wire Joint Reinforcement ASTM A82, galvanized.
C Provide mortar type "S" in accordance with ASTM C270.
D Provide grout in accordance with ASTM C476. Minimum compressive strength shall be 2000 psi unless noted otherwise.
E Provide reinforcement in vertical cells of concrete masonry units (fully embedded in grout) as follows:
1 Typical reinforcement shall be one #5 at each corner, at both sides of openings and at maximum spacing of 48" o.c.
2 Reinforce all vertical cells of concrete masonry units supporting concentrated load (beams, structural columns, etc.) At 8" CMU, reinforce each vertical cell with one #5 and solidly fill with grout.
F Beam pockets shall be provided for all beams supported by concrete and/or masonry, unless noted otherwise, and shall comply with the following:
1 Minimum of 4" bearing.
2 Height and width as required by beam.
3 Treated lumber beneath all wood beams.
4 Provide vertical reinforcing.

5 METALS
A All structural steel shall comply with appropriate ASTM Specifications as follows: ASTM A36, ASTM A53, ASTM A501, ASTM A307, and ASTM A325
B All steel connections shall be designed according to AISC Manual of Steel Construction and shall be detailed by a qualified structural steel detailer. Contractor to submit steel shop drawings to designer or a licensed structural engineer prior to steel erection.

6 WOOD AND PLASTICS
A Lumber shall, in addition to complying with governing codes, comply with:
1 "Product Use Manual" of the Western Wood Products Association for selection and use of products included in that manual
2 "Plywood Specification and Grade Guide" of the American Plywood Association.
3 "Standard Specifications for Grades of California Redwood Lumber" of the Redwood Inspection Bureau for Redwood.
4 American Wood Preservers Association standards and recommendations for fire-retardant and preservative pressure treated lumber and plywood
5 Western Red Cedar Lumber Association standards and recommendations for cedar.
B Provide lumber and materials meeting or exceeding the following standards of quality:
1 Framing Members
a Studs: Douglas Fir- Larch, Stud Grade
b Headers and Beams: Douglas Fir- Larch, No. 2 and better
2 All headers and beams shall be free from splits, checks, and shakes.
3 Sheathing
a Roof: 5/8" plywood APA RATED SHEATHING, EXP 1 (with clips)
b Walls: 5/8" plywood APA RATED SHEATHING, EXP 1
c Floor: 23/32" plywood APA RATED SHEATHING, EXP 1 (glue and nail)
d Underlayment: 1/4" [illegible] grade (at vinyl only)
e Proper oriented strand board may be substituted for plywood.
4 Rough Hardware
a Steel items: Comply with ASTM A36, use galvanized steel at exterior locations.
b Install joist and beam hangers capable of supporting the maximum allowable load of joist or beam being supported.
C Provide "Micro-Lam" glue laminated veneer lumber beams (manufactured by Truss Joist Corporation) or equal, of the dimensions and number indicated on the drawings. Provide exterior grade Micro-Lams for deck framing and other exterior applications. Unless noted otherwise, fasten multiple beams together in strict accordance with manufacturers' recommendations.
1 Allowable stresses
a Modulus of elasticity: 2,000,000 psi
b Flexural (12" depth): 2,900 psi
c Horizontal shear: 285 psi
d Bearing: 500 psi
2 Use exterior grade Micro-Lam in all areas subject to moisture.
D. Provide wood trusses able to sustain the stated loads for the spans, profiles, and arrangement shown on the Drawings. Truss layout is schematic only. Truss manufacturer and/or engineer shall be responsible for the design and spacing of all trusses. Contractor to submit truss drawings and/or roof framing drawings to designer for review prior to construction.
E All roof trusses shall be installed with metal truss seats as specified by the truss manufacturer.
F Unless noted otherwise, provide:
1 Double header joists and trimmers at all floor openings.
2 Double joists under all partitions parallel to joists.
3 Double 2x12 headers with 1/2 plywood between at all door and window openings in 2x4 walls. Triple 2x10 headers with 1/2" plywood between at all door and window openings at 2x6 walls U.N.O.
4 One row of 1x3 cross bridging or metal bridging for each 8'-0" of joist span.
G Stud spacing at all exterior and bearing walls shall be 16" o.c. minimum.
H. Stud walls shall not exceed the following heights without continuous lateral support perpendicular to the plane of the wall at the stated height or less. Studs shall be continuous between points of lateral support.
1 Bearing walls
a 2x4 10'-0"
b 2x6 12'-0"
2 Non-bearing walls
a 2x4 14'-0"
b 2x6 20'-0"
I Unless noted otherwise rafters, ceiling joists, collar ties, and purlins shall be sized and spaced in accordance with FHA requirements or governing codes whichever is more restrictive.
J Stair construction shall consist of (3)2x12 stringers, 5/4" or 2x thick tread and 3/4" thick risers or shall be fabricated by component manufacturer.
K All wood plates bearing on concrete or masonry shall be pressure treated. At exterior walls install plates over foam sill sealer.
L Provide 2" nominal pressure treated lumber over 6 mil. stabilized polyethylene beneath full bearing of wood beams bearing on concrete or masonry.
M Provide Simpson Strong Wall Garage Portal System around all overhead doors with a width greater than 8'. Install Garage Portal System per manufacturers recommended guidelines.

7 THERMAL AND MOISTURE PROTECTION
A Provide thermal building insulation at assemblies adjacent to exterior or unheated spaces meeting the requirements of governing codes and, unless noted otherwise, meeting the following minimum requirements.
1 Foundations: 1 1/2" extruded polystyrene (R 8.4)
2 Walls: glass fiber batt (R-20 MIN.) U.N.O.
3 Floors: glass fiber batt (R-30 MIN.)
4 Ceilings: glass fiber batt (R-49 MIN.)
5 Install continuous blankets without holes for electrical boxes, lighting fixtures, or heating ductwork.
B Install 6 mil. stabilized polyethylene vapor barrier against interior face of all thermal insulation.
C Waterproof foundation walls at conditioned areas from footing to finished grade with two coats of asphalt based waterproofing compound.
D Roofing shall be 240 lb. (minimum) composition shingles installed over 30 lb. roof felt on roof sheathing. Maximize shingle, fasteners, under layment, and exposure according to manufacturers' recommendations.
E Provide flashing and sheet metal required to prevent penetration of water through the exterior shell of the building. In addition to complying with governing codes, comply with pertinent recommendations contained in the current edition of "Architectural Sheet Metal Manual" published by SMCNA. All iron sheet metal flashing shall be hot-dipped galvanized complying with ASTM A93
F Provide gutters and downspouts to provide positive roof and site drainage
G Provide attic and roof ventilation as required by governing codes and as shown on the Drawings. Provide appropriate soffit and roof vents
H Skylights shall be selected by the Contractor and approved by the owner. Install skylights according to the manufacturers' recommendations
I Install water and ice barrier (Bituthane or equal) over roof sheathing at all eaves and valleys. water & ice barrier to extend 24" past outside face of exterior wall below. And as shown on the roof plan

8 DOORS AND WINDOWS
A Exterior doors shall be selected by the Owner.
B House to-garage doors shall be fire rated doors approved by governing codes. Face design to be selected by the Owner
C Interior doors shall be selected by the Owner
D Exterior windows shall be aluminum or vinyl clad wood windows manufactured by Pella Corp.
E Glazing in all doors and windows shall comply with governing codes
F Install egress window units in accordance with governing codes
G Door and window sizes indicated on drawings are as follows. "3'0x6'8" represents a door or window 3'-0" wide x 6'-8" high. Jamb depth to be coordinated by the Contractor.
H Finish hardware shall be selected by the owner. Install hardware in accordance with governing codes

9 FINISHES
A Gypsum wallboard, unless noted otherwise, shall be provided as follows:
1 Exterior walls: One layer 5/8" regular wallboard to interior face
2 Interior walls: One layer 1/2" regular wallboard each face
3 Ceiling: One layer 5/8" regular wallboard
4 Garage/House common wall: One layer 5/8" type "X" wallboard each face
5 Baths: Water resistant wallboard at all walls and ceilings surrounding tubs and showers and as required by governing codes. Provide cement board as substrate for ceramic tile
B Provide metal corner bead and trim at all locations recommended by the gypsum wallboard manufacturer
C Tape, float, and sand joints and fasteners of gypsum wallboard with three coats of joint compound as required to obtain a uniformly smooth surface
D Finishes shall be selected by the Owner

10 PLUMBING, MECHANICAL, AND ELECTRICAL
A Plumbing, mechanical, and electrical information and layouts shown on the Drawings is schematic in design, and shall be reviewed by sub contractors, suppliers, and building officials for compliance with governing codes and good common construction practices. The Architect shall be notified by the Contractor of any discrepancies prior to construction
B Plumbing, mechanical, and electrical equipment shall be selected by the Owner
C Design and installation of plumbing, mechanical, and electrical equipment shall be the responsibility of the appropriate licensed contractors and sub-contractors. Design shall be submitted for owner's review prior to ordering and installation of equipment
D. Service panels shall be selected by the electrical sub contractor
E All HVAC equipment shall be individually switched
F All outdoor, bath, and garage and spa wall receptacles shall be provided with ground fault circuit protection in accordance with governing codes
G Dryer and range hood vents shall be extended to the exterior
H Provide plumbing vents in accordance with governing codes. Minimize number and locate for minimal visual impact
I Install type and number of smoke detectors in accordance with governing codes & UL217
J Connect water, gas, and electric services in accordance with governing codes

11 MISCELLANEOUS
A This set of construction drawings is intended for design intent only. Although many jurisdictions will accept these drawings as sufficient for a construction permit, these drawings are not intended, and should not be construed, as a complete set of construction drawings. These drawings will have to be adapted to meet local zoning and/or site conditions and additional detailing will need to be completed on site by the builder
B Install prefabricated fireplace units as shown on Drawings
1 Fireplace units shall be "Heat-N-Glo" or as approved by Owner
2 Contractor shall be responsible for proper installation as recommended by the manufacturer and as required by governing codes, including mantel and hearth design and location. 3. Hearth shall be of non-combustible material
C. Room sizes, shown on the plans indicate room dimensions prior to installation of gypsum wall board. Gypsum wall board thickness must be subtracted from room sizes indicated for actual room dimensions and are subject to change

12 SUBMITTALS
A Submit roof truss and/or rafter layout plan as completed by the manufacturer for review prior to ordering roof trusses and/or roof lumber package. Allow designer five days for complete review
B Submit floor truss layouts showing beam locations, joist layout, locations of continuous duct chases, and maximum duct size in each chase. Allow designer five days for complete review
C Architect will not be responsible for any errors in the roof and/or floor framing without the opportunity to review the roof and/or floor framing layouts. Framing layouts, member sizes, and floor/roof penetrations indicated on the drawings are for design intent only. Final layouts shall be the responsibility of builder

PRELIMINARY-NOT FOR CONSTRUCTION

15-111

imprint ARCHITECTS
leave your mark
[illegible] ANKENY, IOWA 50023
PHONE: (515) 965-5306
FAX: (515) 965-5316
[illegible]

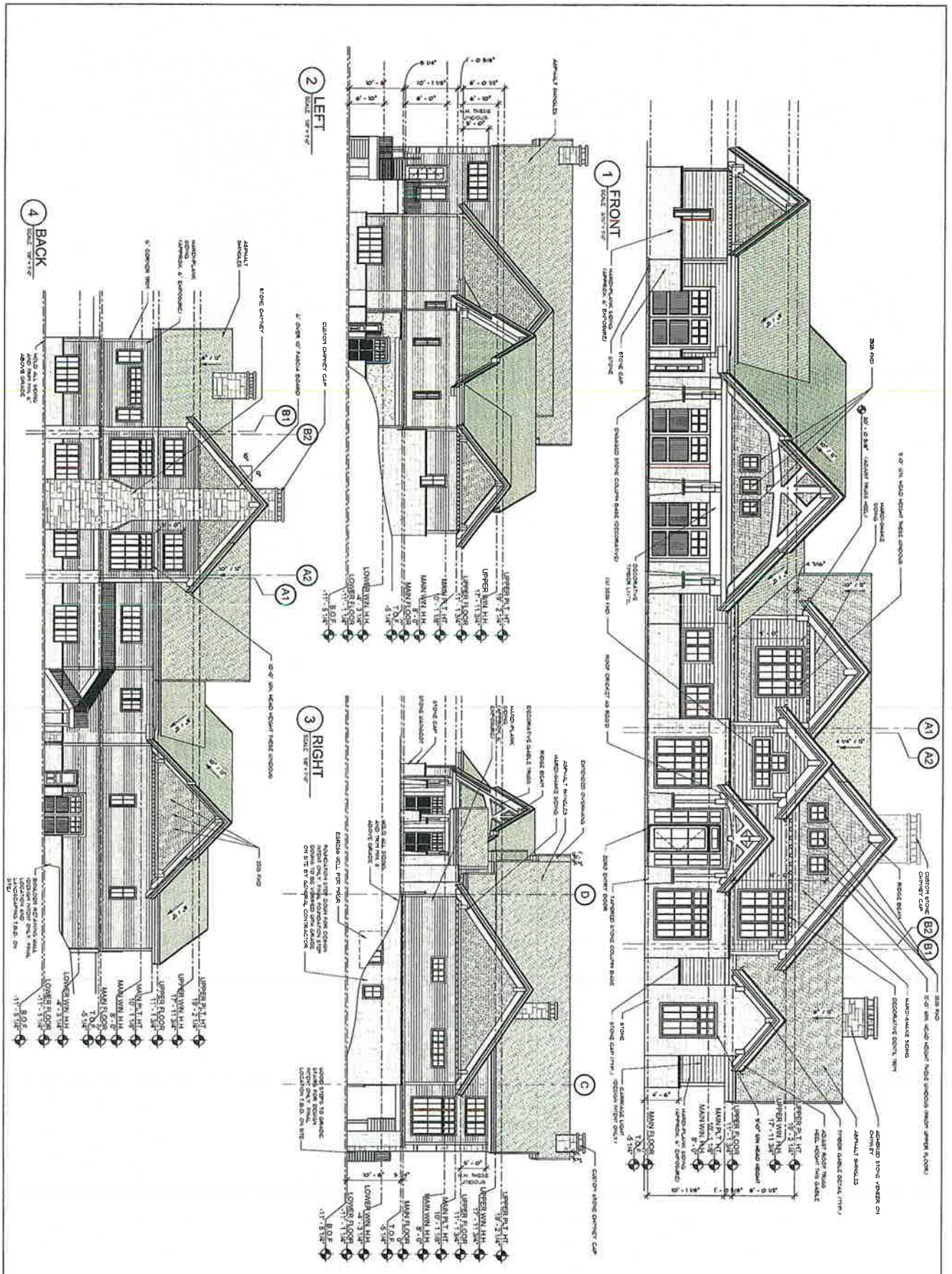
# BRIDGEWATER RESIDENCE
GARY AND DIANE BRIDGEWATER
1600 NW 104TH CT, JOHNSTON, IOWA, 50131

| DATE: | DRAWN BY | CHKD BY |
|---|---|---|
| 2-29-16 | ML | KC |
| REVISED | | |

A0

imprint ARCHITECTS

3/2/2016 11:01:53 AM
Y:_2015 Projects\15-111 Bridgewater Residence\2-29-16 BRIDGEWATER-REVISED BID SET.rvt




PRELIMINARY-NOT FOR CONSTRUCTION

A1

BRIDGEWATER RESIDENCE
GARY AND DIANE BRIDGEWATER
7600 NW 104TH CT, JOHNSTON, IOWA, 50131

imprint ARCHITECTS
leave your mark
1605 N. ANKENY BLVD #120
ANKENY, IOWA 50023
PHONE: (515) 965-5336
FAX: (515) 965-5335
ME@imprintarchitects.com

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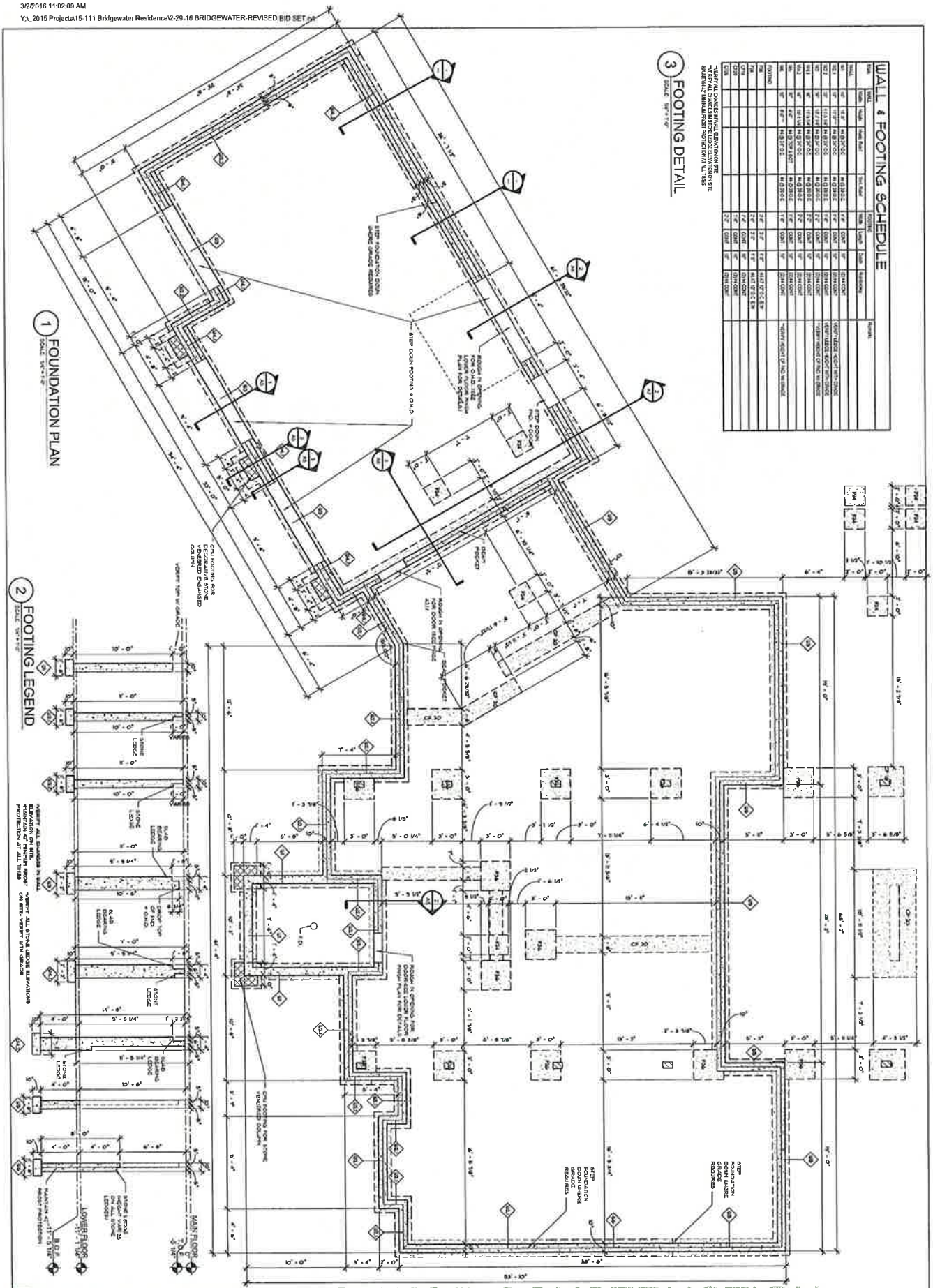


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BRIDGEWATER RESIDENCE

GARY AND DIANE BRIDGEWATER

7600 NW 104TH CT, JOHNSTON, IOWA, 50131


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ANKENY, IOWA 50023

PHONE: (515) 965-5336

FAX: (515) 965-5335

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| ROOM SCHEDULE- LOWER FLOOR | | | | | | | |
|---|---|---|---|---|---|---|---|
| Level | Name | Area | Perimeter | Floor Finish | Ceiling Finish | Wall Finish | Comments |
| LOWER FLOOR | BAR | 204 SF | 60' - 9" | | | | |
| LOWER FLOOR | BATH | 46 SF | 35' - 1" | | | | |
| LOWER FLOOR | BEDROOM | 179 SF | 58' - 1" | | | | |
| LOWER FLOOR | BEDROOM | 166 SF | 59' - 3 1/2" | | | | |
| LOWER FLOOR | ELEC | 202 SF | 65' - 11" | | | | |
| LOWER FLOOR | EXERCISE | 209 SF | 61' - 6 1/2" | | | | |
| LOWER FLOOR | FAMILY ROOM | 294 SF | 69' - 0" | | | | |
| LOWER FLOOR | LAWN AND GARDEN | 681 SF | 118' - 1" | | | | |
| LOWER FLOOR | MECH. | Redundant Room | Redundant Room | | | | |
| LOWER FLOOR | POOL TABLE AREA | 185 SF | 55' - 7 3/4" | | | | |
| LOWER FLOOR | PWD | 36 SF | 23' - 5 1/2" | | | | |
| LOWER FLOOR | PWD | 40 SF | 26' - 0" | | | | |
| LOWER FLOOR | STORAGE | 278 SF | 76' - 4 3/4" | | | | |
| LOWER FLOOR | TOOLS AND PLANTS | 116 SF | 45' - 11" | | | | |
| LOWER FLOOR | WOOD SHOP | 317 SF | 73' - 1" | | | | |

NOTE: AREA'S PROVIDED FOR CONVENIENCE PURPOSES ONLY. GENERAL CONTRACTOR TO VERIFY ALL FLOOR AREA'S PRIOR TO BIDDING AND CONSTRUCTION.

NOTE: VERIFY FINISHES NOT SPECIFIED WITH GENERAL CONTRACTOR PRIOR TO BIDDING AND/OR CONSTRUCTION.

2 LOWER FLOOR FINISH PLAN
SCALE: 1/4" = 1'-0"

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GARY AND DIANE BRIDGEWATER
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FAX: (515) 255-6235
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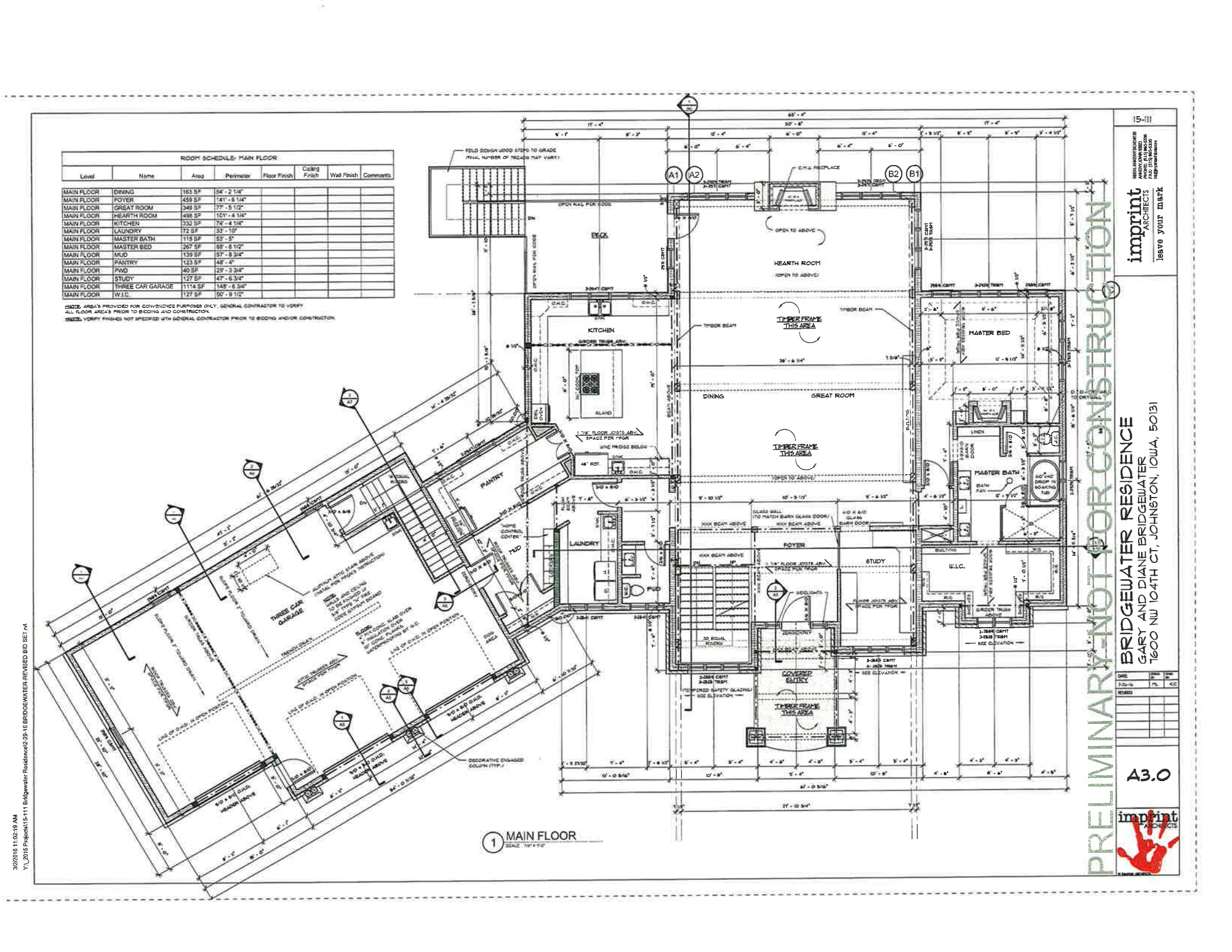

ROOM SCHEDULE- MAIN FLOOR

| Level | Name | Area | Perimeter | Floor Finish | Ceiling Finish | Wall Finish | Comments |
|---|---|---|---|---|---|---|---|
| MAIN FLOOR | DINING | 163 SF | 54' - 2 1/4" | | | | |
| MAIN FLOOR | FOYER | 459 SF | 141' - 6 1/4" | | | | |
| MAIN FLOOR | GREAT ROOM | 348 SF | 77' - 5 1/2" | | | | |
| MAIN FLOOR | HEARTH ROOM | 486 SF | 101' - 4 1/4" | | | | |
| MAIN FLOOR | KITCHEN | 332 SF | 74' - 4 1/4" | | | | |
| MAIN FLOOR | LAUNDRY | 72 SF | 33' - 10" | | | | |
| MAIN FLOOR | MASTER BATH | 115 SF | 53' - 5" | | | | |
| MAIN FLOOR | MASTER BED | 267 SF | 88' - 8 1/2" | | | | |
| MAIN FLOOR | MUD | 139 SF | 57' - 8 3/4" | | | | |
| MAIN FLOOR | PANTRY | 123 SF | 48' - 4" | | | | |
| MAIN FLOOR | PWD | 40 SF | 29' - 3 3/4" | | | | |
| MAIN FLOOR | STUDY | 127 SF | 47' - 6 3/4" | | | | |
| MAIN FLOOR | THREE CAR GARAGE | 1114 SF | 148' - 6 3/4" | | | | |
| MAIN FLOOR | W.I.C. | 127 SF | 50' - 9 1/2" | | | | |

NOTE: AREA'S PROVIDED FOR CONVENIENCE PURPOSES ONLY. GENERAL CONTRACTOR TO VERIFY ALL FLOOR AREA'S PRIOR TO BIDDING AND CONSTRUCTION.

NOTE: VERIFY FINISHES NOT SPECIFIED WITH GENERAL CONTRACTOR PRIOR TO BIDDING AND/OR CONSTRUCTION.

1 MAIN FLOOR
SCALE: 1/4" = 1'-0"

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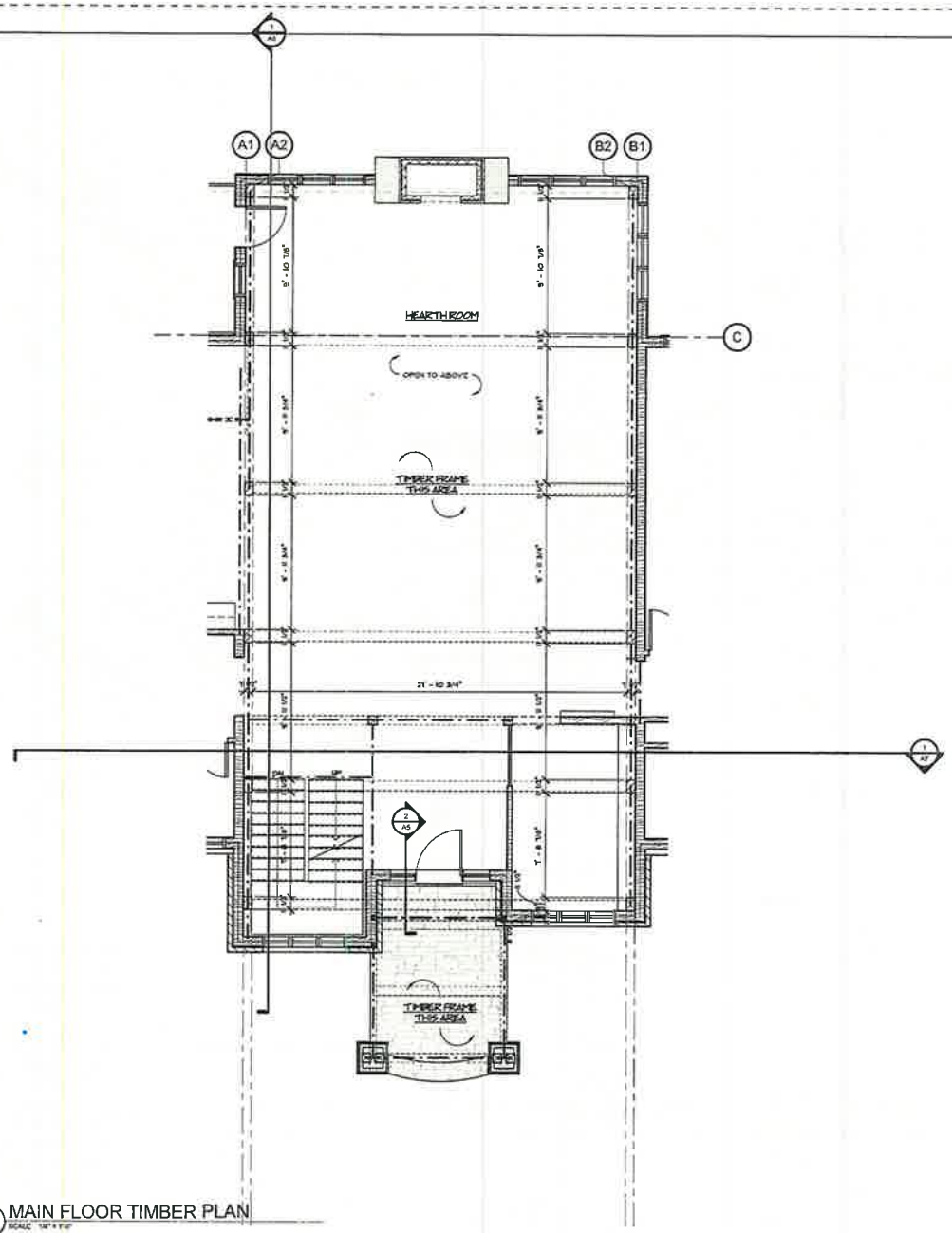


1 MAIN FLOOR TIMBER PLAN

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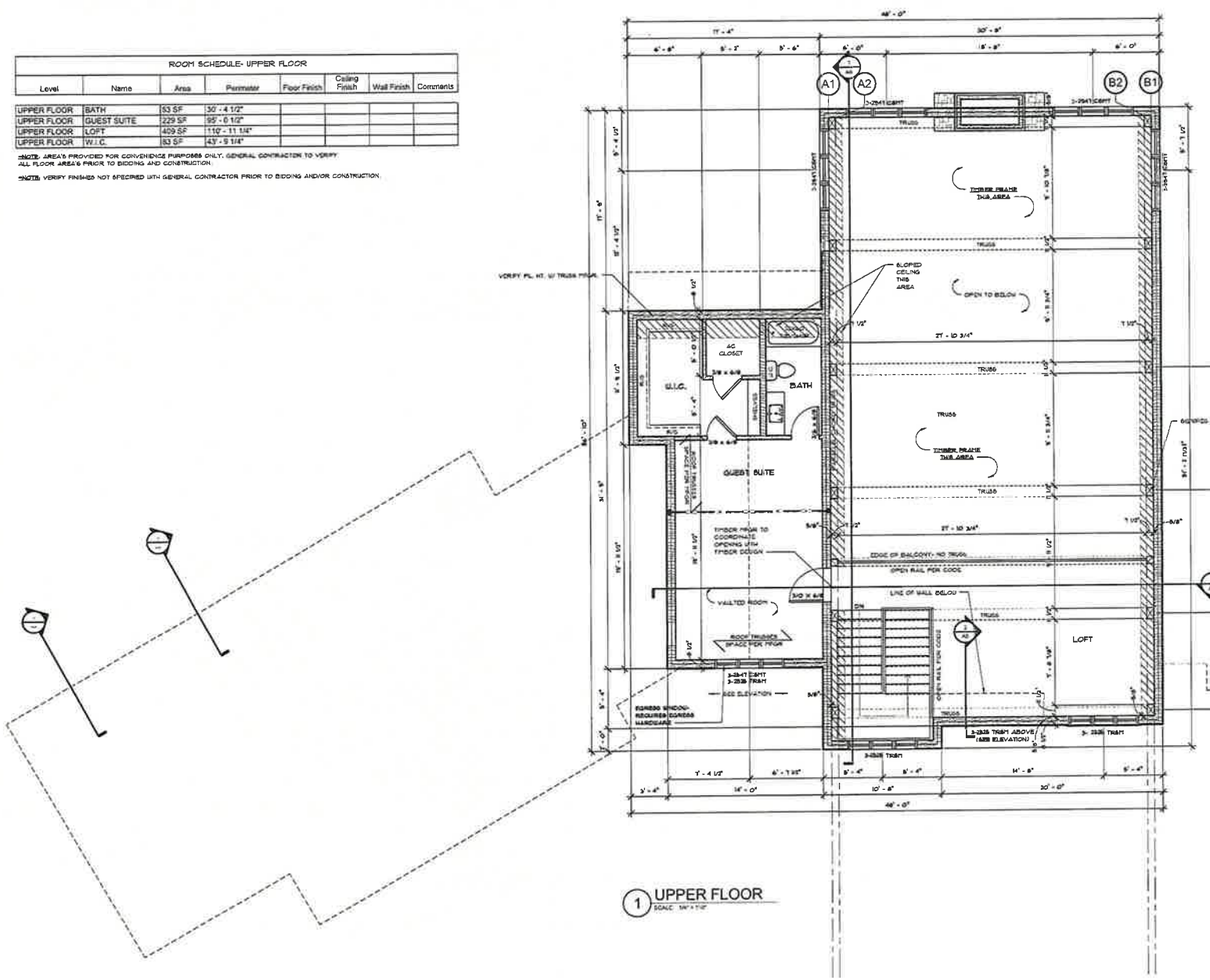
| ROOM SCHEDULE- UPPER FLOOR | | | | | | | |
|---|---|---|---|---|---|---|---|
| Level | Name | Area | Perimeter | Floor Finish | Ceiling Finish | Wall Finish | Comments |
| UPPER FLOOR | BATH | 53 SF | 30' - 4 1/2" | | | | |
| UPPER FLOOR | GUEST SUITE | 229 SF | 95' - 0 1/2" | | | | |
| UPPER FLOOR | LOFT | 409 SF | 110' - 11 1/4" | | | | |
| UPPER FLOOR | W.I.C. | 83 SF | 43' - 9 1/4" | | | | |

*NOTE: AREA'S PROVIDED FOR CONVENIENCE PURPOSES ONLY. GENERAL CONTRACTOR TO VERIFY ALL FLOOR AREA'S PRIOR TO BIDDING AND CONSTRUCTION.

*NOTE: VERIFY FINISHES NOT SPECIFIED WITH GENERAL CONTRACTOR PRIOR TO BIDDING AND/OR CONSTRUCTION.




1 UPPER FLOOR

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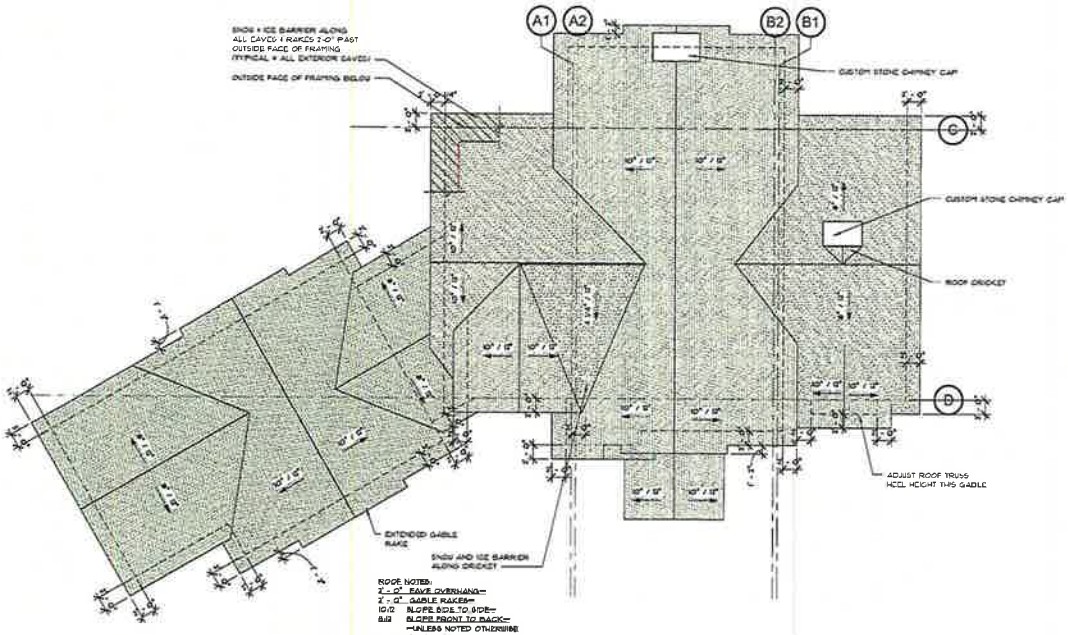
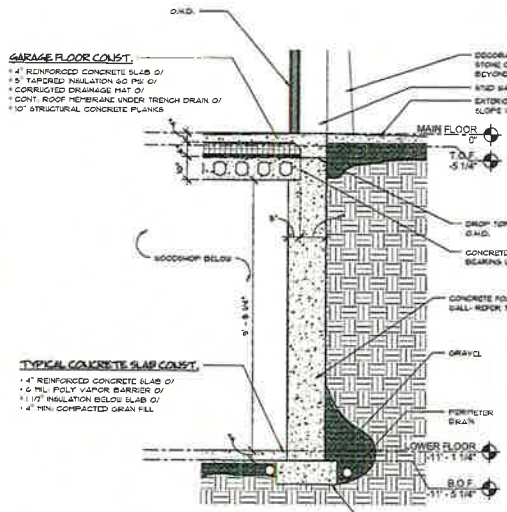
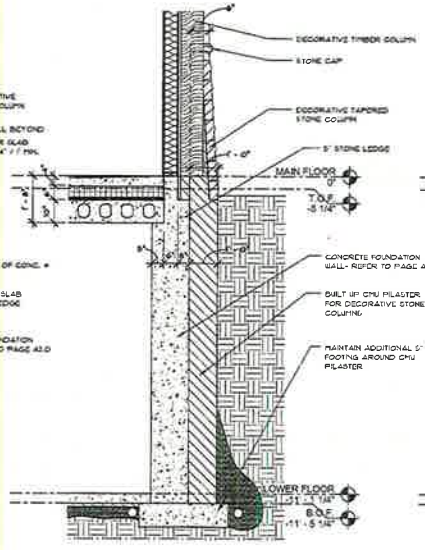


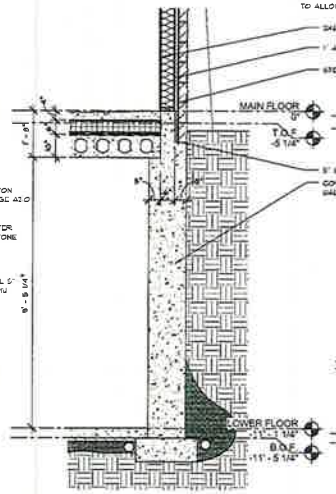

4 ROOF PLAN
SCALE: 1/8" = 1'-0"



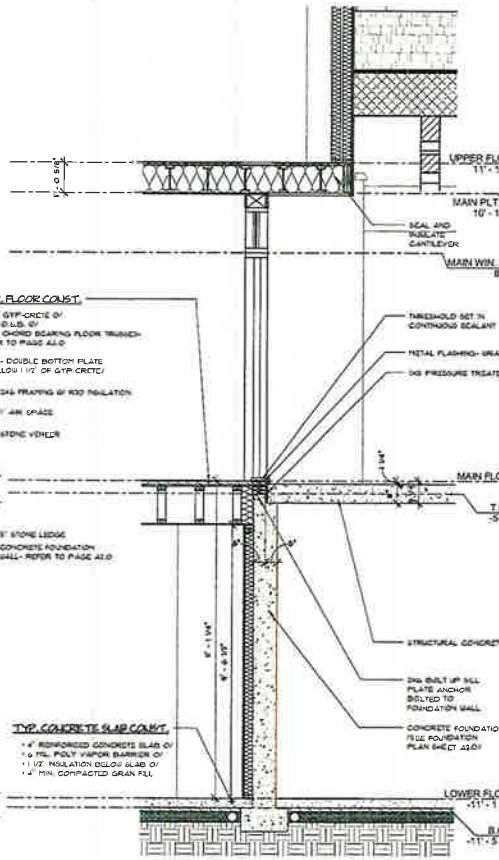

1 GARAGE DOOR SECTION 1
SCALE: 1/2" = 1'-0"




3 GARAGE DEC. COLUMN SECTION
SCALE: 1/2" = 1'-0"




5 TYPICAL GARAGE WALL SECTION
SCALE: 1/2" = 1'-0"




2 FRONT DOOR SECTION
SCALE: 1/2" = 1'-0"

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PHONE: (515) 865-6335
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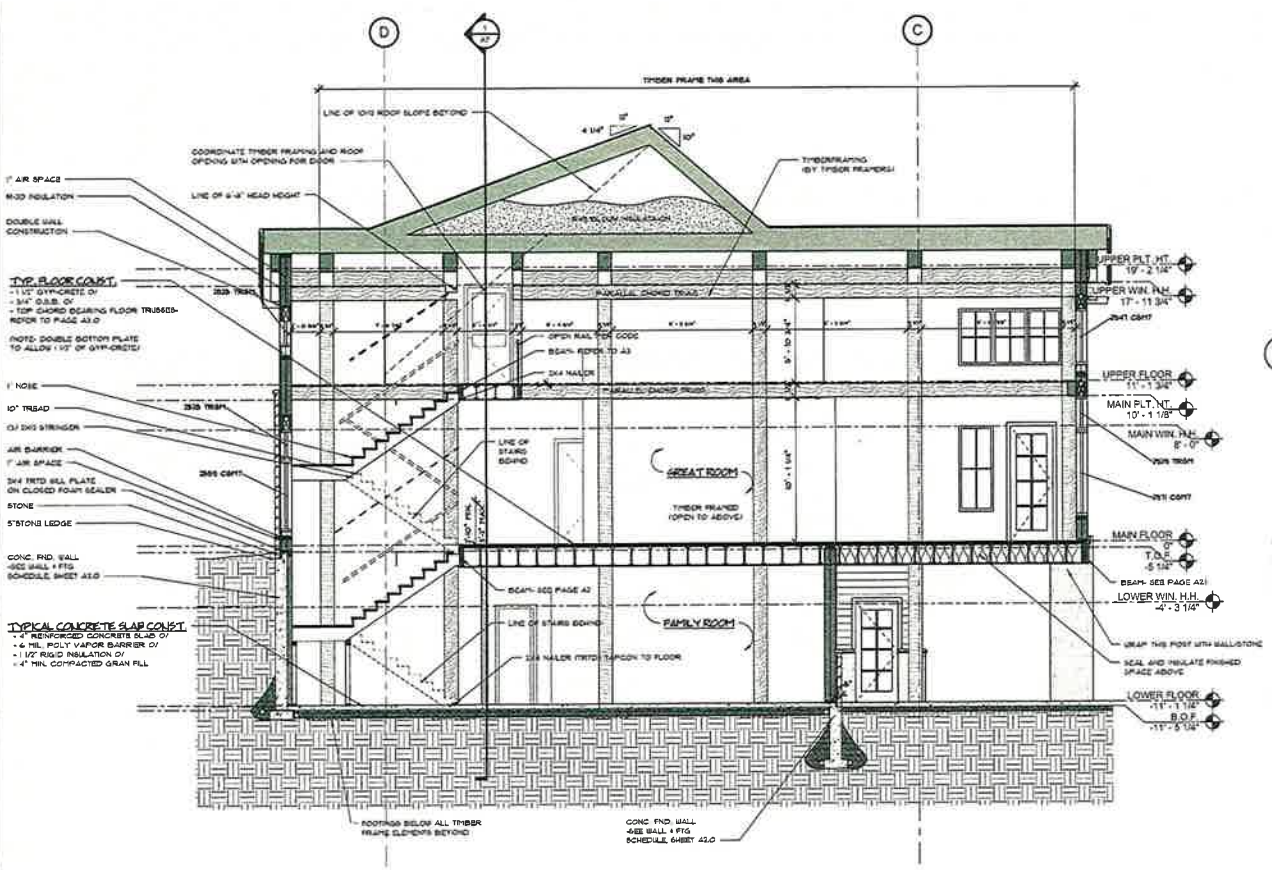
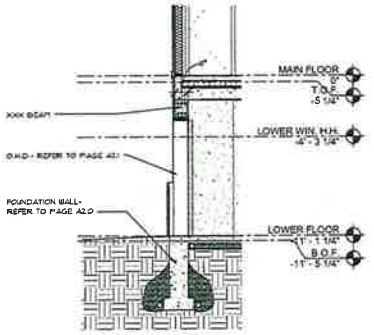
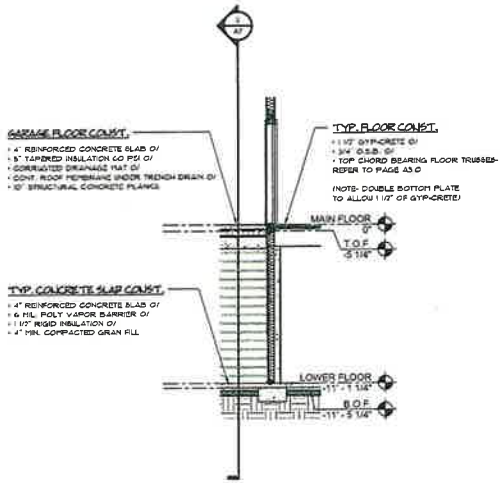



1 BUILDING SECTION- FRONT TO BACK




2 GARAGE LOWER FLOOR O.H.D. SECTION




3 GARAGE TO MAIN HOUSE SECTION

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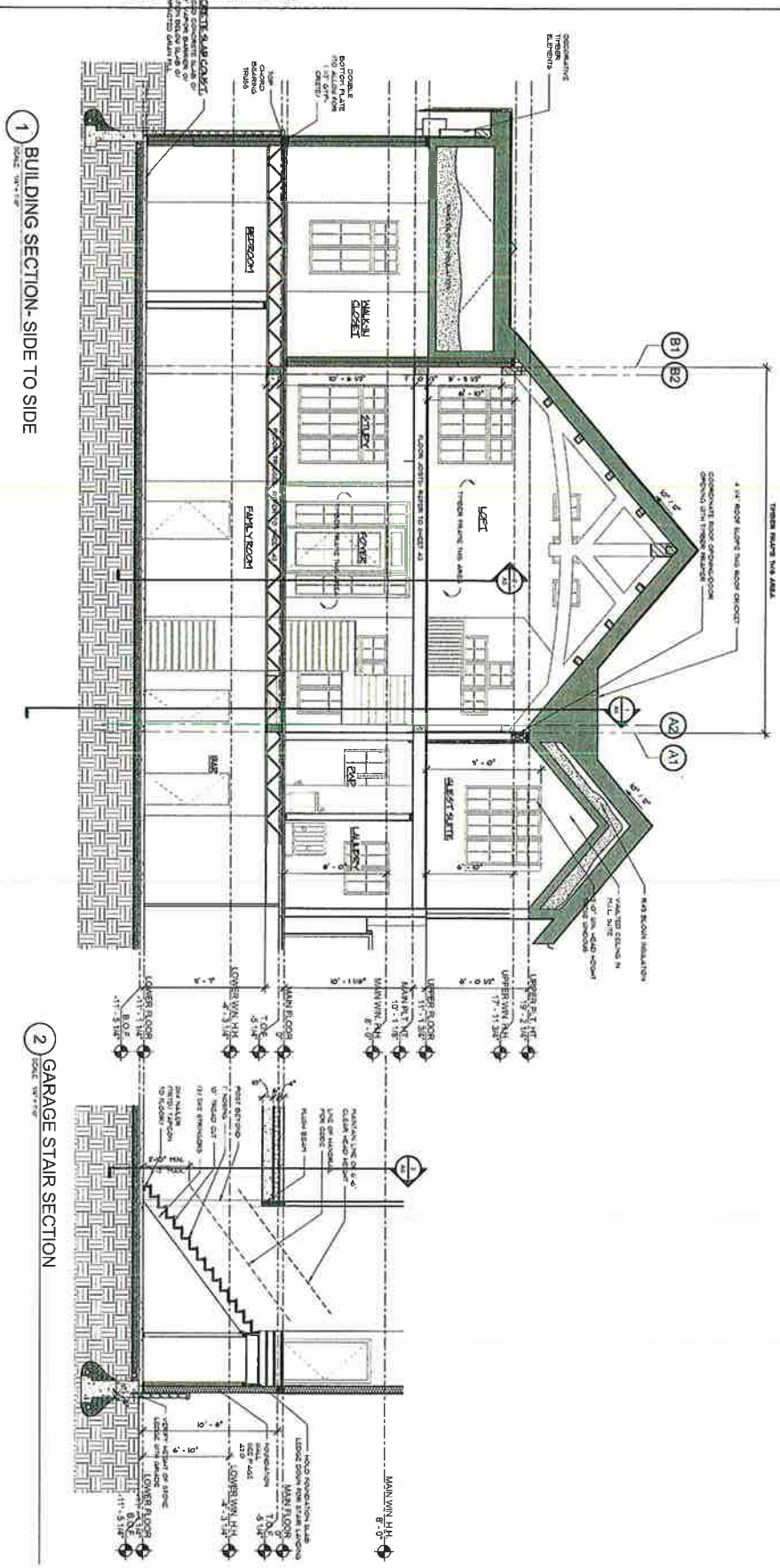


1 BUILDING SECTION- SIDE TO SIDE




2 GARAGE STAIR SECTION

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A1

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ANKENY, IOWA 50023
PHONE: (515) 965-5336
FAX: (515) 965-5335
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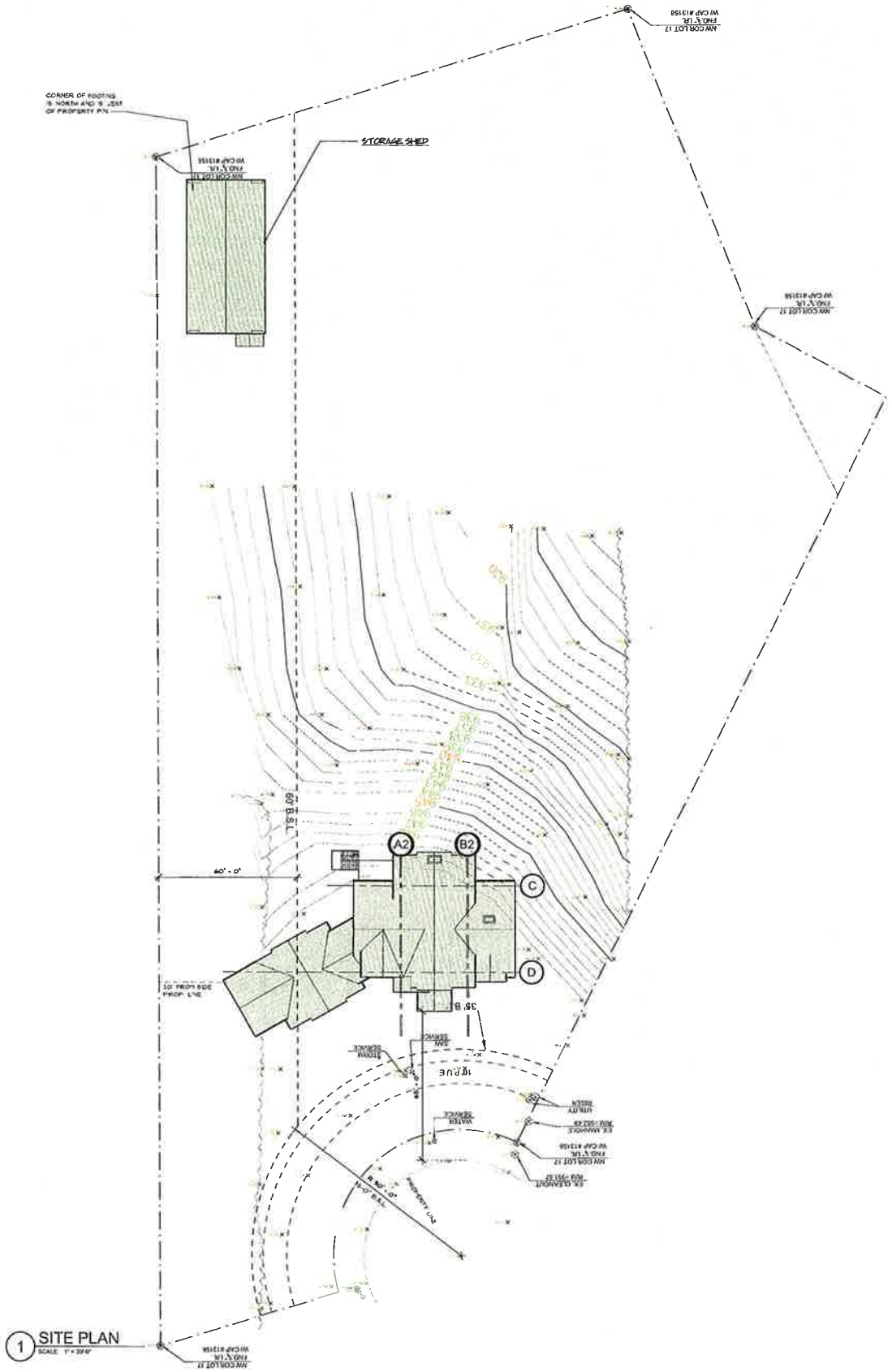


1 SITE PLAN
SCALE: 1" = 20'-0"

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# BRIDGEWATER RESIDENCE

GARY AND DIANE BRIDGEWATER
7600 NW 104TH CT, JOHNSTON, IOWA, 50131

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8025N. ANKENY BLVD #130
ANKENY, IOWA 50023
PHONE: (515) 965-5336
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NOTE: THIS DRAWING IS AN ARTISTIC INTERPRETATION OF THE GENERAL APPEARANCE OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION.

## Sheet List

| Sheet Number | Sheet Name |
|---|---|
| A0 | TITLE SHEET |
| A1 | ELEVATIONS |
| A2 | FLOOR PLANS |

## AREA SCHEDULE

| Name | Area |
|---|---|
| STORAGE SHED | 1827 SF |

## SYMBOLS

[illegible]

## MATERIALS

[illegible]

## ABBREVIATIONS

[illegible]

## General Notes

1 GENERAL REQUIREMENTS

A. Codes:

1. [illegible] shall be submitted to all governing building agencies to insure their compliance with all applicable local and national codes. If code [illegible]
2. [illegible]
3. [illegible] discrepancies.
4. [illegible]

B. All contractors, suppliers, and fabricators shall be responsible for the content of the Drawings, and for the supply and design of appropriate materials and work performance.

C. [illegible] manufacturers' requirements.

D. All alternates are at the option of the Owner and shall be at the Owner's request, constructed in addition to or in lieu of the typical construction, as indicated on the Drawings.

E. Design Loads

1. Roof: live load 30psf (maximum), dead load 15psf (10 psf top, 5psf bottom)
2. Floor: live load 40psf (maximum), dead load 10psf
3. Balconies and Decks: live load 60psf (maximum), dead load 15psf (10 psf top, 5psf bottom)
4. Soil Pressure: 2000 psf (minimum)
5. [illegible]

2 SITE WORK

A. [illegible]

B. [illegible] pressure.

C. Provide soil poisoning to control termites as required by governing codes.

D. Provide and install ventilation for Radon Gas as required by local building agencies and governing codes.

E. Top of foundation elevation is assumed to be 6" above the final grade at the overhead garage door opening. Changes in the foundation wall elevation relative to the final grade will result in changes to the foundation drawings as well as changes in the [illegible].

3 CONCRETE

A. Provide concrete complying with ASTM C94. Unless otherwise noted concrete shall have the following 28 day compressive strengths as minimums:

1. Concrete footings and foundations: 3,000psi
2. Concrete floor slabs, walks, drives, and patios: 3,500psi
3. Provide construction joints so panel size does not exceed 400sf

B. Provide reinforcement of the size and spacing indicated on Drawings. Reinforcing shall comply with the following minimums:

1. Bars: ASTM A615, grade 40, deformed bars
2. Welded Wire Fabric: ASTM A185

C. Unless noted otherwise, all slabs on grade shall be 4" thick, reinforced with 6x6 W1.4xW1.4 W.W.M., and placed over 4" minimum compacted sand or gravel fill. Interior slabs shall be placed over 6 mil. stabilized polyethylene vapor barrier. Coordinate with radon removal procedures.

D. [illegible] compaction. Contractor shall be responsible for footings complying with the design requirements of specific soil conditions.

E. Precast concrete lintels shall be installed and reinforced as per manufacturers' specifications. Architect shall not be responsible for design of precast [illegible].

4 MASONRY

A. [illegible]

B. [illegible]

1. Bars: ASTM A615, grade 40, formed bars
2. [illegible]

C. [illegible]

D. Provide grout in accordance with ASTM C476. Minimum compressive strength shall be 3000 psi unless noted otherwise.

E. Provide reinforcement in vertical cells of concrete masonry units (fully embedded in grout) as follows:

1. Typical reinforcement shall be one #5 at each corner, at both sides of openings and at maximum spacing of 48" o.c.
2. Reinforce all vertical cells of concrete masonry units supporting concentrated load (beams, structural columns, etc.). At 8" CMU, reinforce each vertical cell with one #5 and solidly fill with grout.

F. Beam pockets shall be provided for all beams supported by concrete and/or masonry, unless noted otherwise, and shall comply with the following:

1. Minimum of 4" bearing
2. Height and width as required by beam
3. Treated lumber beneath all wood beams
4. Provide vertical reinforcing

5 METALS

A. All structural steel shall comply with appropriate ASTM Specifications as follows: ASTM A36, ASTM A53, ASTM A501, ASTM A307, and ASTM A325.

B. All steel connections shall be designed according to AISC Manual of Steel Construction and shall be detailed by a qualified structural steel detailer. Contractor to submit steel shop drawings to designer or a licensed structural engineer prior to steel erection.

6 WOOD AND PLASTICS

A. Lumber shall, in addition to complying with governing codes, comply with:

1. "Product Use Manual" of the Western Wood Products Association for selection and use of products included in that manual
2. "Plywood Specification and Grade Guide" of the American Plywood Association
3. "Standard Specifications for Grades of California Redwood Lumber" of the Redwood Inspection Bureau for Redwood
4. American Wood Preservers Association standards and recommendations for fire-retardant and preservative pressure treated lumber and plywood
5. Western Red Cedar Lumber Association standards and recommendations for cedar

B. Provide lumber and materials meeting or exceeding the following standards of quality:

1. Framing Members:
   a. Studs: Douglas Fir-Larch, Stud Grade
   b. Headers and Beams: Douglas Fir-Larch, No. 2 and better
2. All headers and beams shall be free from splits, checks, and shakes
3. Sheathing:
   a. Roof: 5/8" plywood APA RATED SHEATHING, EXP 1 (with clips)
   b. Walls: 5/8" plywood APA RATED SHEATHING, EXP 1
   c. Floor: 23/32" plywood APA RATED SHEATHING, EXP 1 (tongue and groove)
   d. Underlayment: 1/4" [illegible]
   e. [illegible]
4. Rough Hardware:
   a. [illegible]
   b. Install joist and beam hangers capable of supporting the maximum allowable load of joist or beam being supported

C. Provide "Micro-Lam" glue laminated veneer lumber beams (manufactured by Truss Joist Corporation) or equal, of the dimensions and number indicated on the drawings. Provide exterior grade Micro-Lams for deck framing and other exterior applications. Unless noted otherwise, fasten multiple beams together in strict accordance with manufacturers' recommendations.

1. Allowable stresses:
   a. Modulus of elasticity: 2,000,000 psi
   b. Flexural (12" depth): 2,900 psi
   c. Horizontal shear: 285 psi
   d. Bearing: 550 psi
2. Use exterior grade Micro-Lam in all areas subject to moisture.

D. Provide wood trusses able to sustain the stated loads for the spans, profiles and arrangement shown on the Drawings. Truss layout is schematic only. Truss manufacturer and/or engineer shall be responsible for the design and spacing of all trusses. Contractor to submit truss drawings and/or roof framing drawings to designer for review prior to construction.

E. All roof trusses shall be installed with metal truss seats as specified by the truss manufacturer.

F. Unless noted otherwise, provide:

1. [illegible]
2. [illegible]
3. Double 2x12 headers with 1/2" plywood between at all door and window openings in 2x4 walls. Triple 2x10 headers with 1/2" plywood between at all door and window openings at 2x6 walls.
4. One row of 1x3 cross-bridging or metal bridging for each 8'-0" of joist span.

G. [illegible]

H. Stud walls shall not exceed the following heights without continuous lateral support perpendicular to the plane of the wall at the stated height or less. Studs shall be continuous between points of lateral support.

1. Bearing walls:
   a. 2x4: 10'-0"
   b. 2x6: 12'-0"
2. Non-bearing walls:
   a. 2x4: 14'-0"
   b. 2x6: 20'-0"

I. Unless noted otherwise, rafters, ceiling joists, collar ties, and purlins shall be sized and spaced in accordance with FHA requirements or governing codes, whichever is more restrictive.

J. Stair construction shall consist of (3) 2x12 stringers, 5/4" or 2x treads and 3/4" thick risers, or shall be fabricated by component manufacturer.

K. All wood plates bearing on concrete or masonry shall be pressure treated. At exterior walls install plates over foam sill sealer.

L. Provide 2" nominal pressure treated lumber over 6 mil. stabilized polyethylene beneath full bearing of wood beams bearing on concrete or masonry.

M. Provide Simpson Strong Wall Garage Portal System around all overhead doors with a width greater than 8'. Install Garage Portal System per manufacturers recommended guidelines.

7 THERMAL AND MOISTURE PROTECTION

A. [illegible] unheated spaces meeting the requirements of governing codes and, unless noted otherwise, meeting the following minimum requirements:

1. Foundations: 1 1/2" extruded polystyrene (R-8.4)
2. [illegible]
3. Floors: glass fiber batt (R-30)
4. [illegible]
5. Install continuous blankets without holes for electrical boxes, lighting fixtures, or heating ductwork

B. [illegible]

C. Waterproof foundation walls at excavated areas from footing to finished grade with two coats of asphalt based waterproofing compound.

D. [illegible] exposure according to manufacturers' recommendations.

E. Provide flashing and sheet metal required to prevent penetration of water through the exterior shell of the building. In addition to complying with governing codes, comply with pertinent recommendations contained in the current edition of "Architectural Sheet Metal Manual" published by SMACNA. All roof sheet metal flashing shall be hot-dipped galvanized complying with ASTM A90.

F. Provide gutters and downspouts to provide positive roof and site drainage.

G. Provide attic and roof ventilation as required by governing codes and as shown on the Drawings. Provide appropriate soffit and roof vents.

H. Skylights shall be selected by the Contractor and approved by the owner. Install skylights according to the manufacturers' recommendations.

I. Install water and ice barrier (Bituthene or equal) over roof sheathing at all eaves and valleys, water & ice barrier to extend 24" past outside face of exterior wall below. And as shown on the roof plan.

8 DOORS AND WINDOWS

A. Exterior doors shall be selected by the Owner.

B. [illegible] codes. Face design to be selected by the Owner.

C. Interior doors shall be selected by the Owner.

D. [illegible]

E. [illegible]

F. [illegible]

G. Door and window sizes indicated on drawings are as follows: "3-0x6-8" represents a door or window 3'-0" wide x 6'-8" high. Jamb depth to be coordinated by the Contractor.

H. Finish hardware shall be selected by the owner. Install hardware in accordance with governing codes.

9 FINISHES

A. [illegible]

1. [illegible]
2. Interior walls: One layer 1/2" regular wallboard each face
3. Ceiling: One layer 5/8" regular wallboard
4. [illegible]
5. Baths: Water resistant wallboard at all walls and ceilings surrounding tubs and showers and as required by governing codes. Provide cement board as substrate for ceramic tile.

B. Provide metal corner bead and trim at all locations recommended by the gypsum wallboard manufacturer.

C. Tape, float, and sand joints and fasteners of gypsum wallboard with three coats of joint compound as required to obtain a uniformly smooth surface.

D. [illegible]

10 PLUMBING, MECHANICAL, AND ELECTRICAL

A. [illegible] Drawings is schematic in design, and shall be reviewed by sub-contractors, suppliers, and building officials for compliance with governing codes and good common construction practices. The Architect shall be notified by the Contractor of any discrepancies prior to construction.

B. Plumbing, mechanical, and electrical equipment shall be selected by the Owner.

C. Design and installation of plumbing, mechanical, and electrical equipment shall be the responsibility of the appropriate licensed contractors and sub-contractors. Design shall be submitted for owner's review prior to ordering and installation of equipment.

D. Service panels shall be selected by the electrical sub-contractor.

E. All HVAC equipment shall be individually switched.

F. All outdoor, bath, and garage and spa wall receptacles shall be provided with ground fault circuit protection in accordance with governing codes.

G. Dryer and range hood vents shall be extended to the exterior.

H. Provide plumbing vents in accordance with governing codes. Minimize number and locate for minimal visual impact.

I. Install type and number of smoke detectors in accordance with governing codes & UL217.

J. [illegible]

11 MISCELLANEOUS

A. This set of construction drawings is intended for design intent only. Although many jurisdictions will accept these drawings as sufficient for a construction permit, these drawings are not intended, and should not be construed, as a complete set of construction drawings. These drawings will have to be adapted to meet local zoning and/or site conditions and additional detailing will need to be completed on site by the builder.

B. Install prefabricated fireplace units as shown on Drawings.

1. Fireplace units shall be "Heat-N-Glo" or as approved by Owner.
2. Contractor shall be responsible for proper installation as recommended by the manufacturer and as required by governing codes, including mantel, and hearth design and location. 3. Hearth shall be of non-combustible material.

C. Room sizes shown on the plans indicate room dimensions prior to installation of gypsum wall board. Gypsum wall board thickness must be subtracted from room sizes indicated for actual room dimensions and are subject to change.

12 SUBMITTALS

A. [illegible]

B. Submit floor truss layouts showing beam locations, joist layout [illegible]

C. [illegible] layouts. Framing layouts, member sizes, and floor/roof penetrations indicated on the drawings are for design intent only. Final layouts shall be the responsibility of builder.

PRELIMINARY NOT FOR CONSTRUCTION

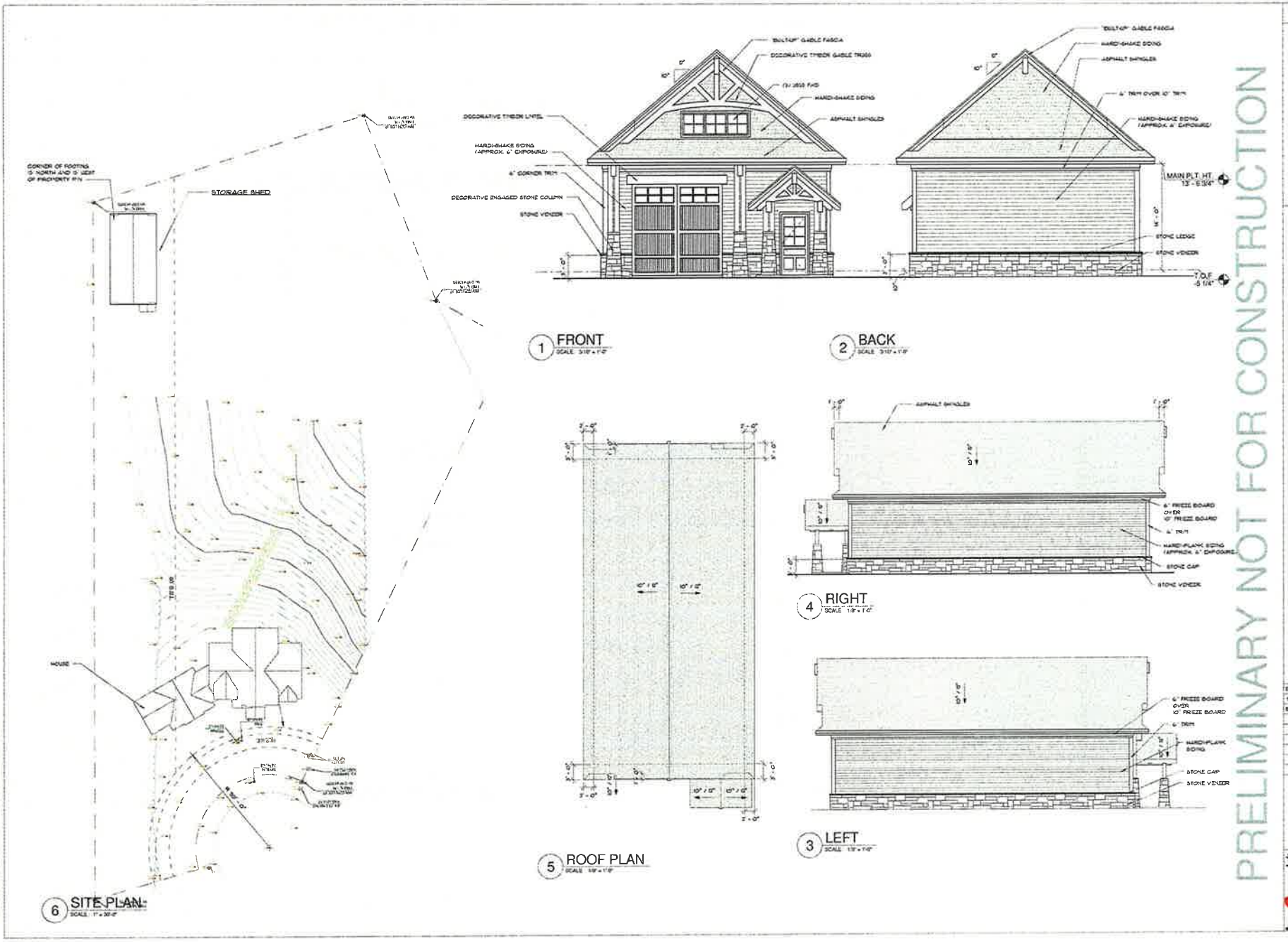
15-111

imprint ARCHITECTS
leave your mark

# BRIDGEWATER STORAGE SHED

GARY AND DIANE BRIDGEWATER
1600 NW 104TH CT, JOHNSTON, IOWA, 50131

A0




PRELIMINARY NOT FOR CONSTRUCTION

15-111

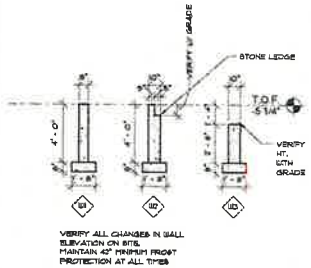
imprint ARCHITECTS
leave your mark

# BRIDGEWATER STORAGE SHED

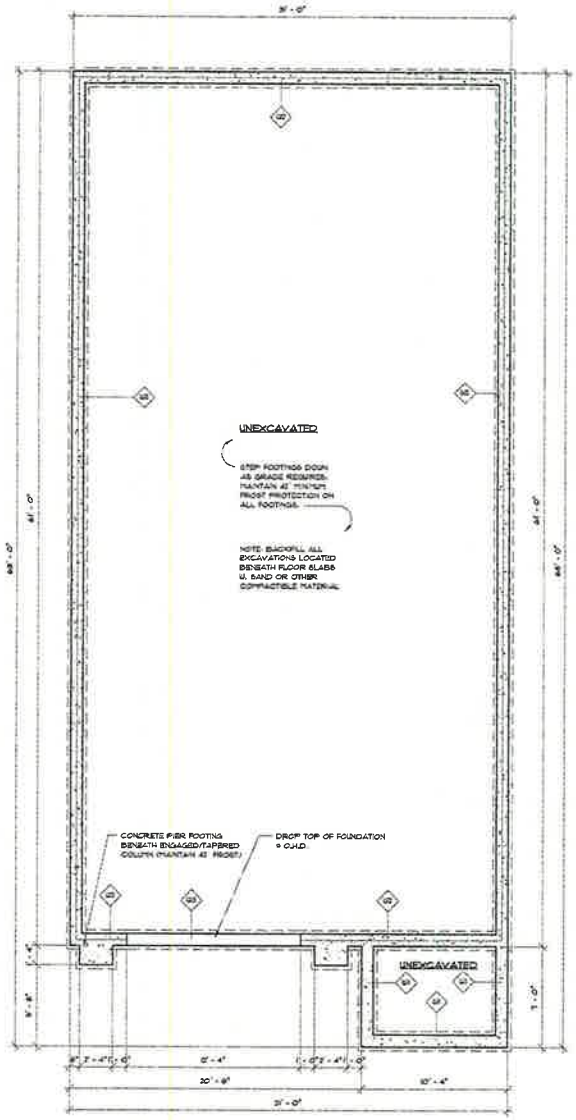
GARY AND DIANE BRIDGEWATER
7600 NW 104TH CT, JOHNSTON, IOWA, 50131

A1

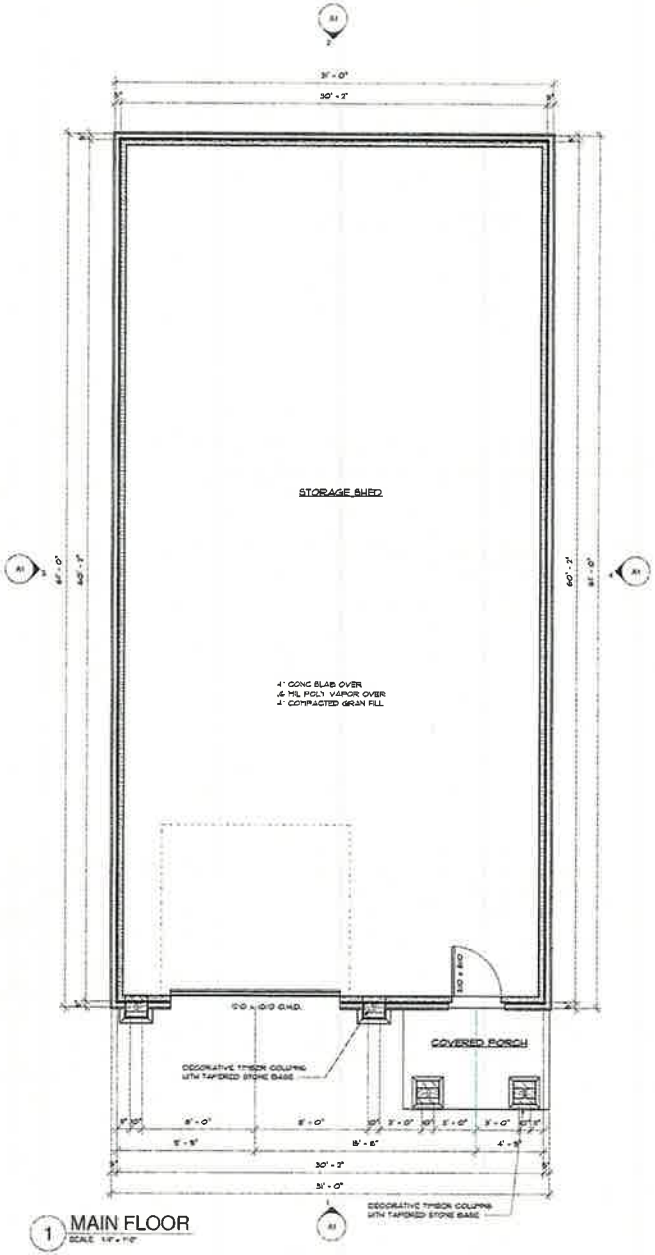
imprint ARCHITECTS




2 FOOTING LEGEND
SCALE: 1/4" = 1'-0"




6 LOWER FLOOR FINISH PLAN
SCALE: 1/4" = 1'-0"




1 MAIN FLOOR
SCALE: 1/4" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

15-111

imprint ARCHITECTS
leave your mark

BRIDGEWATER STORAGE SHED
GARY AND DIANE BRIDGEWATER
7600 NW 104TH CT, JOHNSTON, IOWA, 50131

A2

imprint ARCHITECTS

| Name | Address | City, State, Zip Code |
|---|---|---|
| WILLIAM ROSE | 7580 NW 100TH ST | GRIMES, IA 50111-8793 |
| KIMBERLEY DEVELOPMENT CORPORATION | PO BOX 369 | ANKENY, IA 50021-0369 |
| DANIEL MC CABE | 10502 NW 75TH PL | GRIMES, IA 50111-1064 |
| KYLE ALLIMAN | 7611 NW 104TH CT | GRIMES, IA 50111-4797 |
| DAVID AUSTIN | 10505 NW 75TH PL | GRIMES, IA 50111-1064 |
| US BANK NA (TRUSTEE) | 8950 CYPRESS WATERS BLVD | COPPELL, TX 75019-4620 |

# Notice of Public Meeting

March 30, 2016

The Johnston Planning and Zoning Commission will hold a Public Meeting at 7:00 pm on Monday, April 11th, 2016. The Johnston City Council will hold a Public Meeting at 7:00 PM on Monday April 18th, 2016. Both meetings will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road to consider the following item:

**Silverstone Plat 2 Development Agreement Amendment**

The applicants, Gary and Diane Bridgewater have submitted a request to amend the Development Agreement for Silverstone Plat 2 as it relates to Lot 17 Silverstone Plat 2. The nature of the request is in regards to reducing the building setback along their eastern property boundary.

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 is also available under the "proposed development" section of the City's Website: http:// www.cityofjohnston.com/Index.aspx?NID=435.

**Clayton Ender, Planning Intern**
**Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131**
**Phone: 727-7763; Email: intern@cityofjohnston.com**

ITEM NO. 9D

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Monday, April 18, 2016

Johnston COMMUNITY DEVELOPMENT

| SUBJECT: Consider Resolution 16-84 approving the Preliminary and Final Plats for Orchard Meadows Plat 3. The property is located east of NW Beaver Drive and north of NW 84th Avenue. | **ACTION REQUIRED:**<br>___ Ordinance<br>_X_ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Rvw |
|---|---|

| | |
|---|---|
| SYNOPSIS: | Kohles Development LLC, proposes to create Lot 1 Orchard Meadows Plat 3 from previous Parcel "C" of Lot 2, Orchard Meadows Plat 1. |
| RECOMMENDATION: | **On October 26, 2015, The Planning & Zoning Commission voted to recommend approval of PZ Case No. 15-35, the Preliminary and Final Plats for Orchard Meadows Plat 3, with the following conditions:** |
| *Conditions 3-6 have been satisfied* | 1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.<br>2. Submission of all final plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting.<br>~~3. Correct depicted side yard setback lines to illustrate compliance with the bulk requirements (min 10' 21' combined).~~<br>~~4. Revise note #4 on the final plat to read: "pavement of driveway from NW 69th Street to east boundary of Lot 1 must be completed prior to the issuance of a certificate of occupancy by then owner of said Lot 1".~~<br>~~5. Indicate the size of existing water and sewer service stubs.~~<br>6. Corrections to the Preliminary Plat addressing items 1-11 of the review letter from Foth Infrastructure and Environmental dated April 11, 2016. |

Attachments:
Vicinity Map
Preliminary and Final Plat prepared by Associated Engineering Company of Iowa, Inc., dated 8/16/15.

## RESOLUTION 16-84

## A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLATS FOR ORCHARD MEADOWS PLAT 3

**WHEREAS,** the Planning & Zoning Commission has reviewed this request during its regular meeting on October 26, 2015 and recommended approval of PZ Case No. 15-35, and

**WHEREAS,** the Preliminary and Final Plats meet the conditions recommended by the Planning & Zoning Commission.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA,** that, the Preliminary and Final Plats for Orchard Meadows Plat 3 are hereby approved subject to the following conditions and recordation of the following documents:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. The Preliminary Plat for Orchard Meadows Plat 3 shall be amended to address items 1-11 from the review letter provided by Forth Infrastructure and Environment, LLC dated April 11, 2016.
3. The following documents are to be recorded with the Final Plat:
    a. Attorney's Title Opinion
    b. Polk County Treasurer's Tax Certificate
    c. Owner(s) Consent to Plat
    d. Private Water Main Easement

**PASSED AND APPROVED** this 18th day of April, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

| | |
|---|---|
| APPLICANT/ PROPERTY OWNER: | Kevin Kohles<br>5500 Merle Hay Road, Suite G<br>Johnston, IA 50131 |
| REPRESENTATIVE: | Vic Piagentini<br>Associated Engineering Company of Iowa, Inc.<br>2917 Martin Luther King Jr. Parkway<br>Des Moines, IA 50310 |
| BACKGROUND & PRIOR APPROVALS: | The subject was platted as Parcel "C" of Lot 2, Orchard Meadows Plat 1. |
| ZONING DISTRICT & BULK REQUIREMENTS: | The property is zoned as R-1(100), Single Family Residential District, allowing the following bulk regulations:<br><br>Minimum Lot Area = 15,000 Square Feet<br>Minimum Lot Width = 100 Feet<br>Front Yard Setback = 40 Feet<br>Rear Yard Setback = 40 Feet<br>Side Yard Setback = 10 Feet one side, 21 Feet total<br><br>Lot 1 is depicted with 10' side yard setbacks. There is a 21' total side yard setback requirement. One of the depicted side yard setback lines must be corrected to illustrate compliance with the bulk requirements. |
| TRAFFIC ACCESS & CIRCULATION: | Proposed lot 1 is accessed from NW 69th Street via 40' ingress/egress access easement over east-adjacent Outlot X Bunny Estates Plat 2. Staff recommends a condition of approval to revise note #4 on the final plat to read: "pavement of driveway from NW 69th Street to east boundary of Lot 1 must be completed prior to the issuance of a certificate of occupancy by then owner of said Lot 1". |
| PUBLIC UTILITIES: | Water and Sanitary Sewer service were stubbed to the lot with construction of the public improvements for Plat 2. Staff recommends a condition of approval to indicate the size of said utilities. |
| DRAINAGE: | Due to the limited impact, no further drainage analysis was required. |
| FLOODPLAIN: | This property is within Zone X on the Flood Insurance Rate Map and is outside of the 500-year flood plain. |

| | |
|---|---|
| DOCUMENTS REQUIRED WITH THE FINAL PLAT: | In order to proceed to the City Council with the Final Plat, the following documents/payments are required:<br>1. Attorney's Title Opinion<br>2. Polk County Treasurer's Tax Certificate<br>3. Consent to Plat (Owner)<br>4. Consent to Plat (Lender) (If Applicable)<br>5. Private water main easement |

Johnston
COMMUNITY DEVELOPMENT

# MEMORANDUM
## *City of Johnston, Iowa*

DATE: August 11, 2015

TO: Kevin Kohles, Kohles Development
Vic Piagentini, Associated Engineering

FROM: Aaron Wolfe, AICP
Senior Planner

**RE: Orchard Meadows Plat 3, Preliminary and Final Plat**

Following are comments related to the Preliminary Plat for Orchard Meadows Plat 3; these comments are in addition to those provided by consulting engineer Foth Infrastructure and Environment:

1. List applicable bulk regulations.
2. List Acreage after legal description.
3. Indicate front yard setback.
4. List sizes of existing water and sanitary sewer utilities.
5. Indicate hydrant coverage radius. Fire hydrants are to be spaced a minimum of 600' in residential areas (300' coverage radius). Hydrants must be served by 8" extension of the main.

**Following are comments related to the Final Plat:**

1. List Acreage after legal description.
2. Indicate front yard setback.
3. Address shall be identified on the final plat.
4. Include a note on the plat stipulating pavement of driveway must be completed prior to issuance of a certificate of occupancy, and stipulate responsibility of installation.

Please note, in order to proceed to the City Council with the final plat, the following documents/payments will be required:

- Attorney's Title Opinion
- Consent to Plat (Owner)
- Consent to Plat (Lender(s) if applicable)
- Polk County Treasurer's Certificate

- Drainage Easement

All original executed final plat legal documentation must be submitted to the Community Development Department a minimum of 6 working days prior to the City Council meeting date. Copies of the final plat documents will then be routed to the City Attorney by the Community Development Department.

Revisions submitted by August 19, 2015 will proceed to the Planning and Zoning Commission on August 31, 2105. The City Council will consider approval of this project at their September 8, 2015 meeting. If you have any questions, please contact me at 727-7766 or by email at awolfe@ci.johnston.ia.us.

Foth

April 11, 2016

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

RE: Orchard Meadows Plat 3
Development Review No. 3
Case No. PZ 15-35

Foth Infrastructure and Environment, LLC has completed a review of the Preliminary Plat and Final Plat dated August 16, 2015. Based on our review of project reference above, the following comments are offered:

**Preliminary Plat**

1. Include a vicinity map to show general location of the parcel.
2. Show proposed grading contours and design information for proposed driveway to lot 1.
3. Display adjacent property owners.
4. Provide copy of NPDES General Permit no. 2.
5. Provide copy of SWPPP.
6. Include design/flow line information for utility services and connection at mains.
7. Question placement location and width of sanitary sewer within easement, appears 4" service is located 4' from easements west boundary.
8. Include storm water management design plan.
9. Show 100 year flood elevations.
10. Applicant shall show the location of the existing sanitary sewer along NW 69th Street.
11. Is it feasible to service Lot 1 off of NW 69th rather than between Lots 13 and 14?

**Final Plat**

12. Display 100 year flood elevation at NW corner of site, if applicable.

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

Sincerely,
**Foth Infrastructure & Environment, LLC**

Joshua C. DeBower
*Lead Civil Engineer*

jcd:mms3

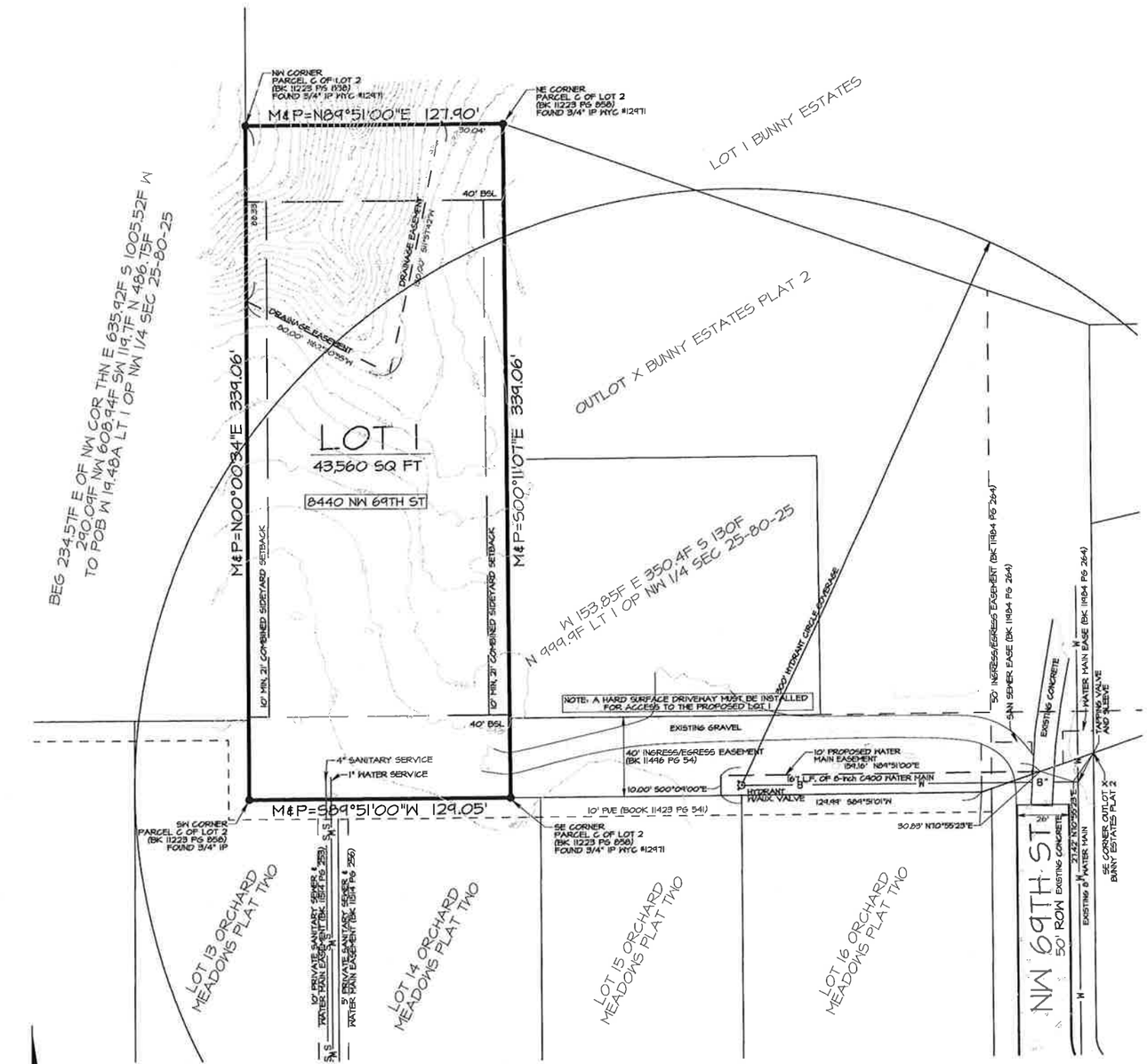
8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393 Fax: (515) 254-1642

# Orchard Meadows Plat 3
## Vicinity Map

Johnston

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

# PRELIMINARY PLAT
# ORCHARD MEADOWS PLAT 3
SHEET 1 OF 1




## OWNER/DEVELOPER

KOHLES DEVELOPMENT LLC
5500 MERLE HAY RD STE 1
JOHNSTON, IA 50131-2817
(515) 778-0555

## LEGAL DESCRIPTION

PARCEL "C" OF LOT 2, ORCHARD MEADOWS PLAT 1, AN OFFICIAL PLAT, CREATED BY SURVEY RECORDED AT BOOK 11223, PAGE 858, AND CORRECTED BY AFFIDAVIT OF SURVEYOR RECORDED AT BOOK 11534, PAGE 746, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SAID PARCEL CONTAINS 43,560 SQ FT.

## NOTES

1. CORNERS SHOWN TO BE SET ON THIS PLAT WILL BE ESTABLISHED WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
2. FEMA FLOOD ZONE INFORMATION:
   ZONE X
   COMMUNITY PANEL NUMBER 19077450001D
   REVISED 7/19/2000
3. ZONING: R-1 (100) SINGLE FAMILY RESIDENTIAL DISTRICT
   FRONT: 40'
   REAR: 40'
   SIDEYARDS: 10' MIN/21' TOTAL
4. PAVEMENT OF DRIVEWAY FROM NW 69TH STREET TO EAST BOUNDARY OF LOT 1 MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THEN OWNER OF SAID LOT 1.
5. NO GRADING OR TREE REMOVAL IS PROPOSED WITH THIS PLAT.

## PROPOSED 10' WATER MAIN EASEMENT DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT X IN BUNNY ESTATES PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA; THENCE SOUTH 10°55'23" WEST, A DISTANCE OF 27.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 10°55'23" WEST, A DISTANCE OF 30.89 FEET; THENCE SOUTH 84°51'01" WEST, A DISTANCE OF 124.99 FEET; THENCE NORTH 00°09'00" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84°51'00" EAST, A DISTANCE OF 154.16 FEET TO THE POINT OF BEGINNING.

## CERTIFICATION

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

LICENSE RENEWAL DATE: DEC 31 2016 PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

SIGNED: _____ DATE: _____
GREGORY L. ROSS P.L.S. 13286

GREGORY L. ROSS L.S. #13286 IOWA

## LEGEND

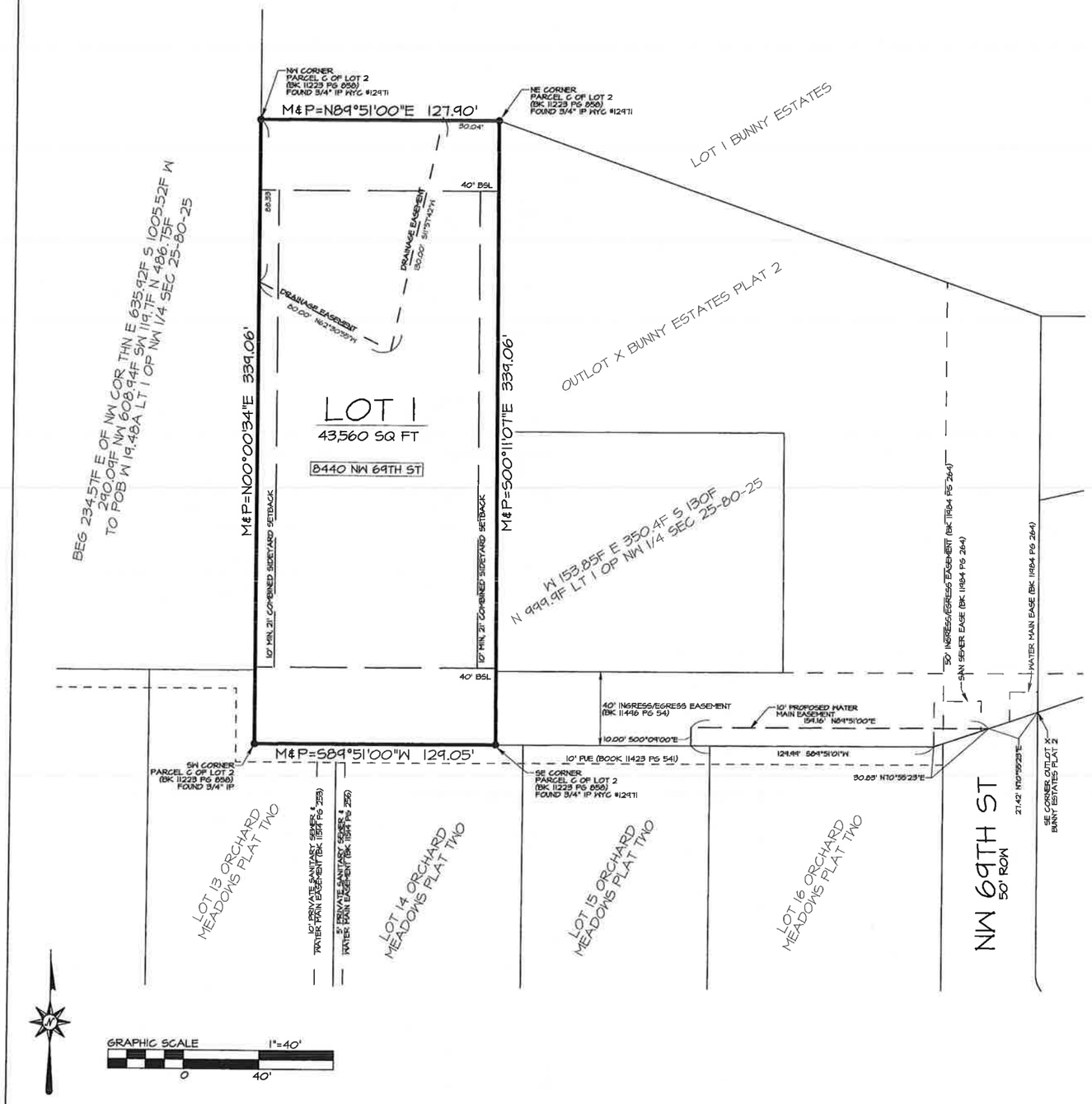
- ● MONUMENT FOUND AS NOTED
- ○ SET 1/2" IR W/ ORANGE CAP #13286
- ▲ SECTION CORNER FOUND AS NOTED
- △ SECTION CORNER SET AS NOTED
- M= MEASURED DISTANCE OR BEARING
- P= RECORDED DISTANCE OF BEARING


AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157
www.aecofiowa.com


PROJECT #: 206033

FIRST SUBMITTAL DATE: 7/22/15
REVISED 8/16/15 PER CITY COMMENTS DATED 8/11/15

# FINAL PLAT
# ORCHARD MEADOWS PLAT 3
SHEET 1 OF 1




## OWNER/DEVELOPER

KOHLES DEVELOPMENT LLC
5500 MERLE HAY RD STE 1
JOHNSTON, IA 50131-2817
(515) 778-0555

## LEGAL DESCRIPTION

PARCEL "C" OF LOT 2, ORCHARD MEADOWS PLAT 1, AN OFFICIAL PLAT, CREATED BY SURVEY RECORDED AT BOOK 11223, PAGE 858, AND CORRECTED BY AFFIDAVIT OF SURVEYOR RECORDED AT BOOK 11534, PAGE 746, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SAID PARCEL CONTAINS 43,560 SQ FT.

## NOTES

1. CORNERS SHOWN TO BE SET ON THIS PLAT WILL BE ESTABLISHED WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
2. FEMA FLOOD ZONE INFORMATION:
   ZONE X
   COMMUNITY PANEL NUMBER 19077450001D
   REVISED 7/19/2000
3. ZONING: R-1 (100) SINGLE FAMILY RESIDENTIAL DISTRICT
   FRONT: 40'
   REAR: 40'
   SIDEYARDS, 10' MIN/21' TOTAL
4. PAVEMENT OF DRIVEWAY FROM NW 69TH STREET TO EAST BOUNDARY OF LOT 1 MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THEN OWNER OF SAID LOT 1.
5. NO GRADING OR TREE REMOVAL IS PROPOSED WITH THIS PLAT.

## CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
LICENSE RENEWAL DATE: DEC 31 2016 PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

SIGNED: _____ DATE: _____
GREGORY L. ROSS P.L.S. 13286

GREGORY L. ROSS L.S. #13286 IOWA

## LEGEND

- ● MONUMENT FOUND AS NOTED
- ○ SET 1/2" IR W/ ORANGE CAP # 13286
- ▲ SECTION CORNER FOUND AS NOTED
- △ SECTION CORNER SET AS NOTED
- M= MEASURED DISTANCE OR BEARING
- P= RECORDED DISTANCE OF BEARING


AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157
www.aecofiowa.com


PROJECT #: 206033

FIRST SUBMITTAL DATE: 7/22/15
REVISED 8/16/15 PER CITY COMMENTS DATED 8/11/15

Item No. 9E

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

April 18th, 2016 Meeting

| SUBJECT: Consider approving PZ Case 16-04, Wilkie Place Preliminary Plat located east of the intersection at NW 64th Place and NW 51st Street; Resolution 16-69. | **ACTION REQUIRED:**<br>___ Ordinance<br>_x_ Resolution<br>___ Approval<br>___ Receive/File<br>___ Attorney Rvw |
|---|---|

| | |
|---|---|
| SYNOPSIS: | The applicant, Capital City Development, LLC is proposing to subdivide a 9.72 acre parcel into 27 lots and 2 outlots. The property is located at the corner of NW 64th Place and NW 51st Street and is zoned R-1(75), Single Family Residential. |
| RECOMMENDATION: *The name of the Preliminary Plat has been changed to Wilkie Place since the April 4th, 2016 City Council meeting.* | **The Planning & Zoning Commission reviewed this case at their March 14th, 2016 meeting and recommended approval of PZ Case No. 16-04, Wilkie Addition Preliminary Plat, subject to the following conditions:**<br>1. The project shall conform to the requirements, standards and regulations of the City of Johnston.<br>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). |
| *As of publication of this report staff is still awaiting a letter detailing the street name request. See new condition #3 in the proposed resolution.* | ~~3. Council acceptance of the street name "Wilkie Lane", having found justification for such as outlined in chapter 180.34(1) of the City of Johnston Code of Ordinances.~~<br><u>*Replacement Language*</u><br>- *Council deferral on approval of the street name for the street currently named "Walker Circle" until the time of Final Plat approval.* |
| *The applicant submitted a revised Preliminary Plat on April 6th, after the City Council meeting. This was reviewed and completed* | **4. The Preliminary Plat shall be amended to address the following items:**<br>~~a. The 100 year flood elevations shall be corrected.~~<br>~~b. Identify the recreational trail connection proposed on the north side of NW 64th place and note any easements necessary to~~ |

*amendments 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.*

~~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~~ April 14, 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.**

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

Attachments:

Proposed Preliminary Plat prepared by Cooper Crawford & Associates LLC, dated April 6, 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 April 14, 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 PLACE**

**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 Place 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 "Walker Circle" until the time of Final Plat approval.
4. Address all comments from Foth's memo dated April 14, 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.

**PASSED AND APPROVED** this 18th day of April, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

| | |
|---|---|
| APPLICANT: | Timothy Schutte<br>Capital City Development, LLC<br>2936 104th Street<br>Urbandale, IA 50322 |
| REPRESENTATIVE: | Cooper Crawford & Associates, LLC<br>435 S 50th Street, Suite 800<br>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:<br><br>Maximum Dwelling Units Per Acre: 3.44<br>Maximum Building Height: 35 Feet<br>Minimum Lot Area: 9,500 Square Feet<br>Minimum Lot Width: 75 Feet<br>Minimum Front Yard Setback: 35 Feet<br>Minimum Side Yard Setback: 8 Feet One Side / 17 Feet Total<br>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.<br><br>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:<br><br>**$28,000 x .4023 acres = $11,264.40**<br><br>The applicant is requesting acceptance of an equal value parkland |

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.

STORMWATER MANAGEMENT:

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 continued to request adequate modeling of stormwater runoff from the site. This item was tabled at the April 4th, 2016 Council meeting so that these concerns could be addressed prior to action being taken on this item.

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 prior to the April 4th meeting. Staff received written comments from five 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.
4. Lois Rexroat submitted an email regarding previous flood events in the neighborhood, pictures were included.
5. Charles Howieson submitted an email updating the email sent by Marilyn Howieson.

Notice that this item was to continue being considered at the April 18th meeting was sent out. A copy of this notice is included in the packet.

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, 3/10/16, and 4/14/16. Staff recommends a condition for approval to revise the preliminary plat appropriately to address all comments from Foth's 4/14/16 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 |

UPDATE SINCE APRIL 4th, 2016 CITY COUNCIL MEETING:

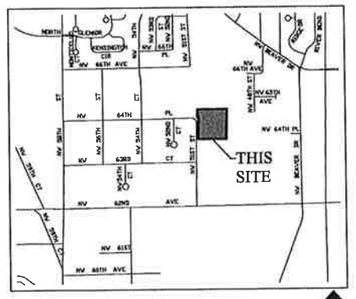
This item was tabled at the April 4th, 2016 City Council meeting pending a revised preliminary plat to address stormwater management concerns. Since that time the applicant and their engineer have worked with City Staff and Foth to resolve these concerns. The applicant submitted a revised preliminary plat on _____. This has been reviewed by Foth and in their

expert opinion the storm water system as designed would not negatively impact the surrounding neighborhood. Foth is still requesting that the applicant verify infiltration rates.

At the April 4th, 2016 City Council meeting there was discussion on whether or not to delay this plat until adjacent undeveloped properties could develop with it. Staff does not recommend delaying this plat longer as adequate provisions have been made with this plat to allow for future expansion NW 64th Place, extension of the trail and sidewalks, and utilities would be installed to the edge of the property so that future plats can connect to services.

# PRELIMINARY PLAT
# WILKIE PLACE

## SHEET 1 OF 4




VICINITY SKETCH

### DEVELOPER
CAPITAL CITY DEVELOPMENT, LLC
2936 104th STREET
URBANDALE, IOWA 50322

### OWNER
DEE ANN WALKER-KING
5880 NW 54TH CT
JOHNSTON, IA 50131

### ZONING
R1-75 SINGLE FAMILY RESIDENTIAL

### SETBACKS
FRONT YARD = 35 FEET
REAR YARD = 35 FEET
SIDE YARD = 8' MIN. (17' TOTAL)

### LEGAL DESCRIPTION
LOT 5, RITTGER'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: JOHNTON 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 WILL BE PERFORMED TO THE 2014 SUDAS SPECIFICATIONS AND THE 2014 SUPPLEMENTAL SPECIFICATIONS.
3. AN ADDITIONAL 5' ALONG NW 51ST STREET KNOWN AS LOT 'A' WILL BE DEEDED TO THE CITY FOR FUTURE ROW.

### FIRM DESIGNATION
COMMUNITY PANEL NUMBER: 190745 0006D, JULY 19, 2000
ZONE 'X', AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN

### LEGEND
EXISTING/PROPOSED

- PLAT BOUNDARY
- ST — STORM SEWER & SIZE
- SAN — SANITARY SEWER & SIZE
- W — WATER MAIN & SIZE
- MANHOLE
- STORM INTAKE
- FIRE HYDRANT
- VALVE
- F.E.S.
- 990 — EXISTING CONTOURS
- 990 — PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- O.L. — OUTLOT

### CERTIFICATION

BRADLEY R. COOPER 12980 — LICENSED PROFESSIONAL ENGINEER — IOWA

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, IOWA LICENSE NO. 12980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
PAGES OR SHEETS COVERED BY THIS SEAL:
Sheets 1-4


**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: 3-18-2016, 4-6-2016

SCALE: 1"=50'

APPROVED: — INITIALED: — AS-BUILT: —

JOB NUMBER CC 1823

PRELIMINARY PLAT WILKIE PLACE

SHEET 1 OF 4

IOWA ONE-CALL 800/292-8989 TOLL-FREE — CALL BEFORE YOU DIG

# PRELIMINARY PLAT
# WILKIE PLACE

## SHEET 2 OF 4

### STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

Location: Part of the SE 1/4 of Sec. 3, T78N, R25W.
Nature of Construction Activity: Residential development.
Areas: Total site area = 10.6 acres
Site area affected = 10.6 acres
Runoff coefficient = 0.40 (rational method)
Approximate slopes anticipated: 3:1, or flatter.
Runoff from this project will flow into unnamed tributaries which will flow into the Beaver Creek.

Erosion and sediment controls
- Stabilization practices
  - Existing vegetation is preserved whenever possible.
  - Permanent seeding and/or sodding.
- Structural practices
  - Silt fences
  - Drainage swales
  - Rock outlet protection (riprap)
- Storm water management
  - Infiltration of runoff onsite.
  - Velocity dissipation devices at discharge locations to provide non-erosive velocity flows.
- Waste disposal
  - All building material wastes must be removed from the site.
  - Off-site vehicle tracking of sediments shall be minimized.

MAINTENANCE

Maintain effective operating conditions of all protective measures identified in this plan.
- Silt fencing is cleaned when they have lost 50% of their capacity.
- Drainage swales remain undisturbed.
- Rock outlet protection (riprap) remains intact.

INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater.
- Inspect site for evidence of, or the potential of, pollutants entering the drainage system from stored materials.
- Observe erosion and sediment controls to ensure that they are operating correctly.
- Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.
- Inspect discharge locations to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters.
- Any modifications to the plan as a result of an inspection shall be implemented within 7 calendar days of the inspection.
- An inspection report shall be prepared and retained as part of the prevention plan until project termination, this report will contain the following:
  - A summary of the scope of the inspection,
  - Qualifications of the personnel making the inspection,
  - Major observations relating to the implementation of the prevention plan,
  - Any actions taken,
  - Signature.

NON-STORM WATER DISCHARGES

Water main flushing
- Flushed water will be discharged into the storm sewer system where, when discharged, it will undergo erosion and sediment controls consisting of:
  - Rock outlet protection (riprap)
  - Silt fencing
  - Existing vegetation

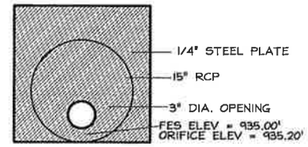
CONTRACTORS

The grading contractor shall have the responsibility of implementing the measures contained in this plan.
- All contractors and subcontractors shall sign a certification statement before conducting any professional service at the site relating to the National Pollutant Discharge Elimination System (NPDES) permit.
- Topsoil stripped from the disturbed area will be stockpiled. After construction has been completed the stockpile will be re-spread at a minimum thickness of 6 inches.

### LEGEND

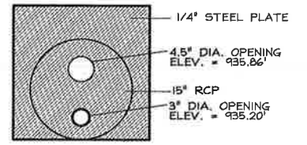
EXISTING/PROPOSED

- PLAT BOUNDARY
- ST — STORM SEWER & SIZE
- SAN — SANITARY SEWER & SIZE
- W — WATER MAIN & SIZE
- MANHOLE
- STORM INTAKE
- FIRE HYDRANT
- VALVE
- F.E.S.
- 940 — EXISTING CONTOURS
- 940 — PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- O.L. — OUTLOT




ORIFICE DETAIL

NO SCALE
ORIFICE PLATE INSTALLED IN THE F.E.S. OUTLET FOR NORTH & SOUTH DETENTION AREA.




ORIFICE DETAIL

NO SCALE
ORIFICE PLATE INSTALLED IN THE F.E.S. OUTLET FOR CENTRAL DETENTION AREA.


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: 3-18-2016
4-6-2016

JOB NUMBER CC 1823

SCALE: 1"=50'

APPROVED: — INITIALED: — AS-BUILT: —

PRELIMINARY PLAT
WILKIE PLACE

SHEET 2 OF 4

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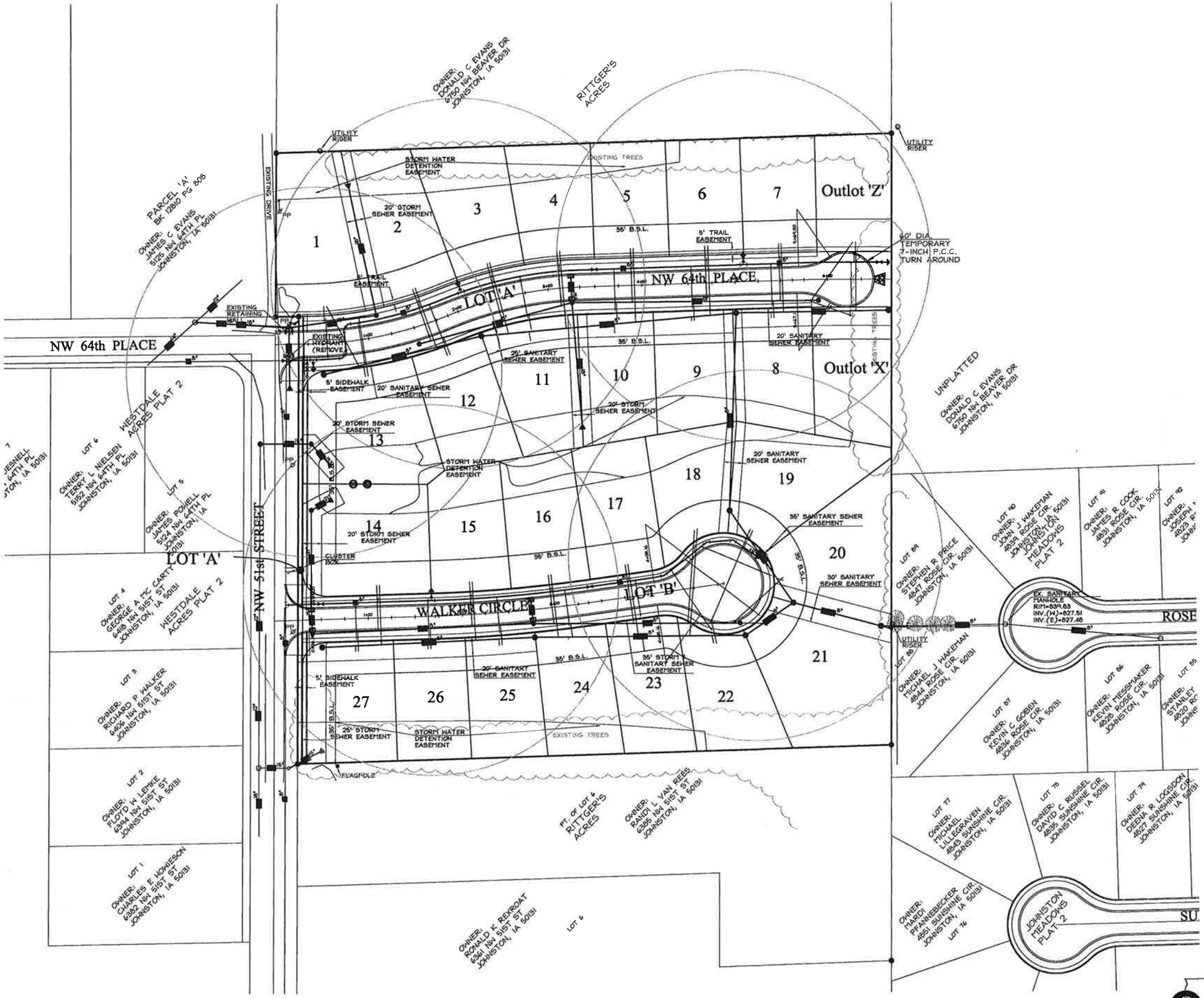
PRELIMINARY PLAT

# WILKIE PLACE

SHEET 3 OF 4




LEGEND

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- PLAT BOUNDARY
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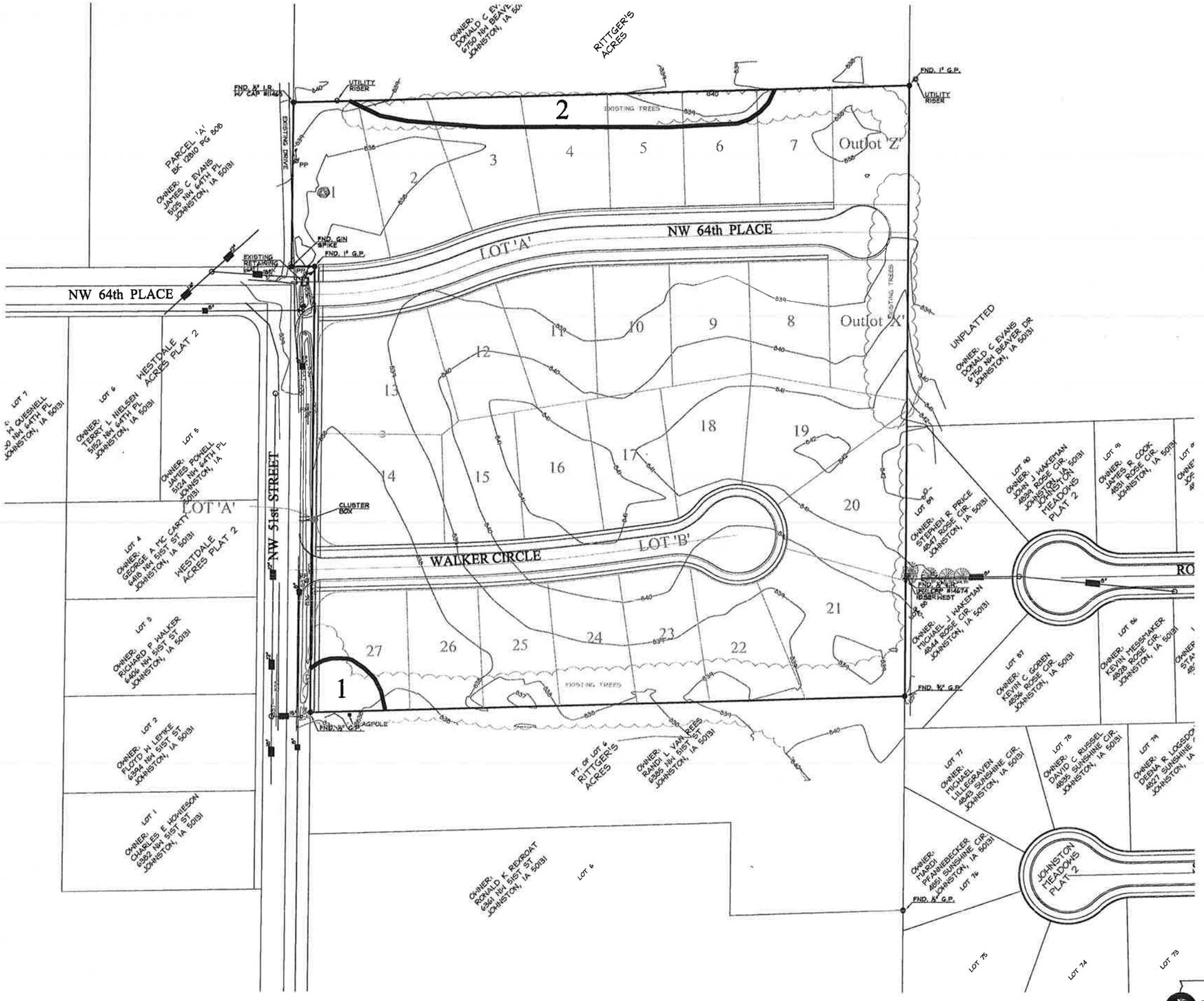
PRELIMINARY PLAT
WILKIE PLACE

SHEET 3 OF 4

PRELIMINARY PLAT

# WILKIE PLACE

SHEET 4 OF 4




## TREE REMOVAL INVENTORY

ALL OTHER TREES 6" OR LARGER TO REMAIN

| AREA | TREE SIZES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6" | 8" | 10" | 12" | 14" | 16" | 18" | 20" | 24" |
| 1 | 2 dec. | 1 dec. | | 3 dec. | | | | | |
| 2 | 3 dec. | | | | | | | | |

Legend: dec. deciduous tree; pine pine tree

## LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- ST 18" — STORM SEWER & SIZE
- SAN 8" — SANITARY SEWER & SIZE
- W 8" — WATER MAIN & SIZE
- MANHOLE
- STORM INTAKE
- FIRE HYDRANT
- VALVE
- F.E.S.
- 990 — EXISTING CONTOURS
- 990 — PROPOSED CONTOURS
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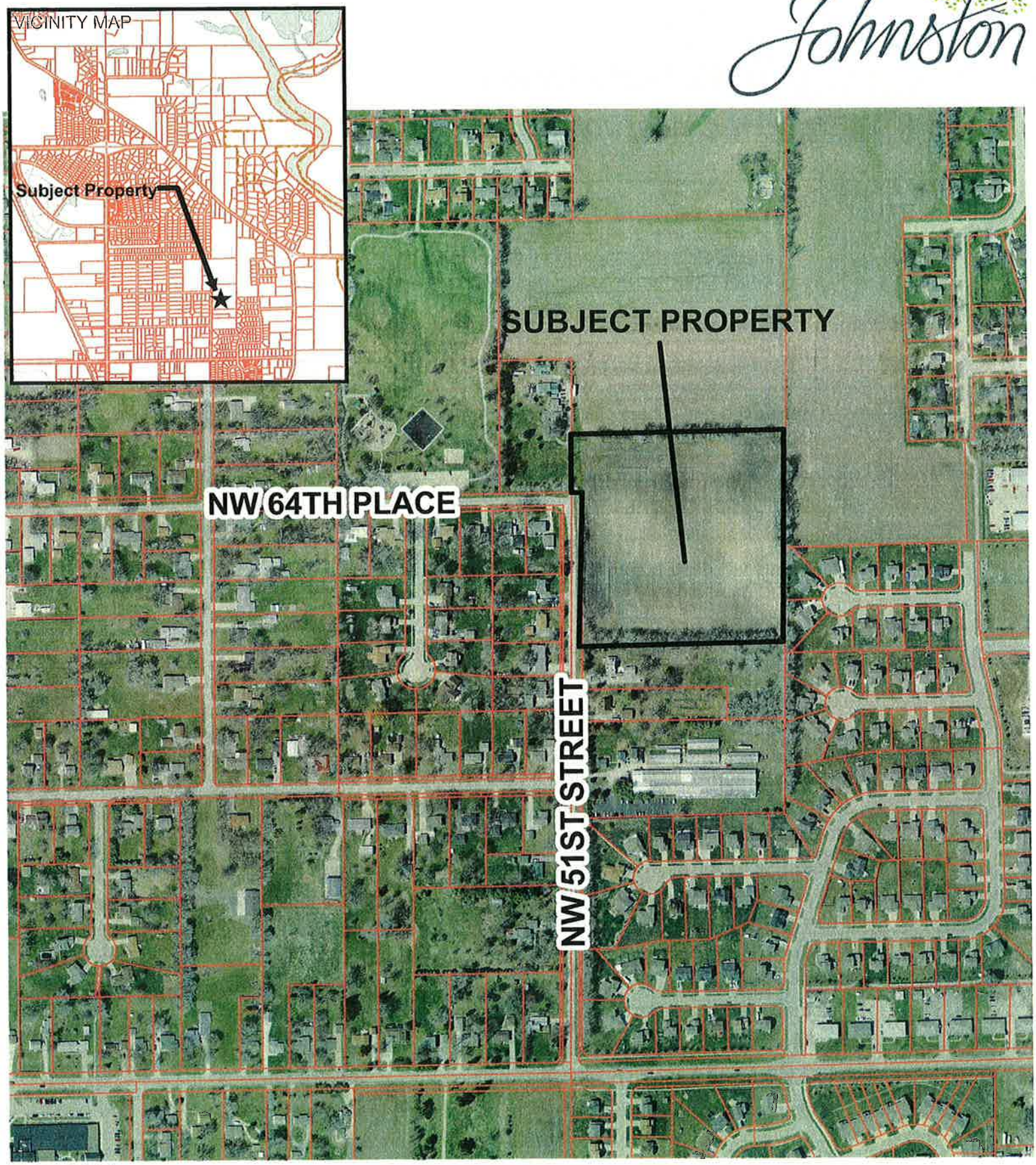
JOB NUMBER CC 1823

PRELIMINARY PLAT WILKIE PLACE

SHEET 4 OF 4

# PZ CASE 16-04
# WILKIE ADDITION PRELIMINARY PLAT

Johnston

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6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

H:\Community Development\P&Z\2016 PZ\PZ 16-04; Wilkie Addition Preliminary Plat\aerial vicinity PZ 16-04.mxd

Johnston COMMUNITY DEVELOPMENT

# MEMORANDUM

*City of Johnston, Iowa*

DATE: February 24th, 2016

TO: Timothy Scleutte, 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 not 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.

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

Foth

April 14, 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 4
Case No. PZ 16-04

Foth Infrastructure and Environment, LLC has completed a review of the Construction Drawings dated March 25th, 2016, Preliminary Plat and SWMP received April 7th, 2016 for the above referenced project. Based on our review of project reference above, the following comments are offered:

**Construction Drawings**

**Sheet 1**

1. Total site area is listed as 9.72 acres while sheet 2 of the Preliminary Plat lists 10.6 acres.
2. General note 1 and Grading Note 13 shall be revised to state 2014 SUDAS.
3. Grading note 5 shall be revised to add a minimum of 8-inches of topsoil within City Right of Way.

**Sheet 2**

4. Applicant shall update emergency overflow elevation along north pond as it appears 839.00 per LiDAR.
5. Verify all M.O.E listed match the MPE's listed on the preliminary plat.
6. Provide spot elevations of pond bottom or channel flowline at all property lines.
7. Applicant shall place more structural controls around and in the ponds to protect the BMP's thru plat and home construction.
8. Applicant shall show erosion control measures where curb ends and water will drain down to the existing ditches.

**Sheet 3**

9. Applicant shall show conflict details where storm sewer, sanitary sewer, or water main cross another utility.
10. Depth of Sanitary sewer at MH #6 requires more than 10-ft of easement on Lot 20.
11. Applicant shall show proposed surface elevation along MH#1 and 2.

**Sheet 4**

12. Applicant shall move water crossing of NW 64th place from station 0+75 to station 1+25 to maintain minimum separation form adjacent sewers as well as eliminate the road crossing the service to Lot 15.
13. Applicant shall provide station and offset callouts to all water main bend locations.
14. Applicant shall add a valve east of the 8x8 Tee on NW 64th Place.

**Sheet 5**

15. Applicant shall revise storm sewer to match what the preliminary plat shows.
16. Applicant shall show outlet protection needed in the pond bottom from the street storm outlets.
17. All revetment shall be Class E per Johnston Supplemental.

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

18. Show proposed surface on the 15" pipe cross section under NW 64th Place to verify flared end location.
19. Applicant shall show conflict details where storm sewer, sanitary sewer, or water main cross another utility.
20. According to SUDAS the minimum flow line depth for footing drains is 3.5-ft; according to profiles footing drain along NW 64th Place is too shallow.
21. Pipe between intake #5 and #6 does not appear to have sufficient cover, less than 1-ft from top of pipe to bottom of pavement near Intake #6.
22. Applicant shall provide information that verifies all intakes can provide 12" from top of pipe top of wall of structures.

**Sheet 6**

23. No comments.

**Sheet 7**

24. Wilkie Lane Cul-de-Sac shall be graded at a constant cross slope to the curb rather than a continuation of typical gutter.
25. Applicant shall label slopes and distances on the side walk details to verify ADA and PROWAG compliance.
26. Applicant shall provide spot elevations, slopes and distances on the sidewalk to CBU to verify ADA and PROWAG compliance.
27. Applicant shall show the location of truncated domes.
28. Longitudinal joints on the typical sections shall be L-1 joints.
29. Applicant shall label 1.5% target cross-slope for sidewalk and trail.
30. Applicant shall provide trail cross section for section adjacent to NW 54th.

**Preliminary Plat**

**Sheet 1**

31. Does Lot A adjacent to NW 51st Street need to be Lot C or is the square footage included in the Lot A for NW 64th Place?

**Sheet 2**

32. Show structural practices to protect BMP's from siltation.

**Sheet 3**

33. Applicant shall remove existing area intake at the SW corner of the development where Pond 3 outlet connects and replace with a SW-513 open 4-sided.
34. Applicant shall place the bottomless intakes on opposite sides of the basin and connect with a rock trench and subdrain for equalization.

**SWMP**

35. Applicant shall provide a Geotechnical report that analyzes the existing soils present at the elevation of the proposed pond bottom to validate the assumed infiltration rate across the pond bottoms.
36. Applicant shall provide documentation in the signed report that shows the amount of Freeboard provided should there be no outflow in the 14" tile during the 100-yr storm event.
37. Applicant shall provide documentation that verifies the statement "minimized our impact to the offsite areas by keeping the existing and proposed ditch capacity along NW 51st street equal".

38. Applicant shall provide calculation that verifies the required type, length and size of outlet protection needed.

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

Sincerely,

**Foth Infrastructure & Environment, LLC**

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

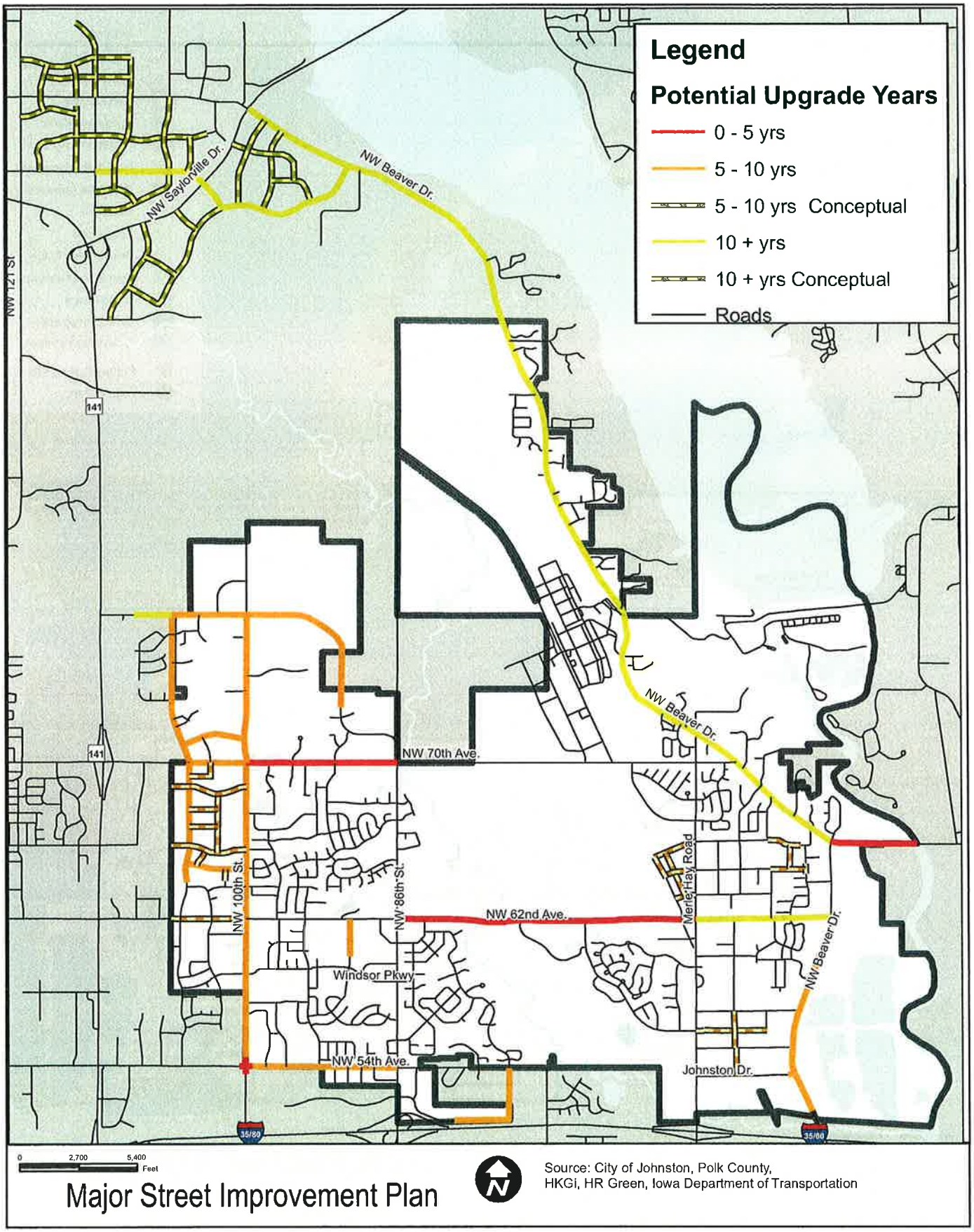


*Figure 6.6 - Major Street Improvement Plan*

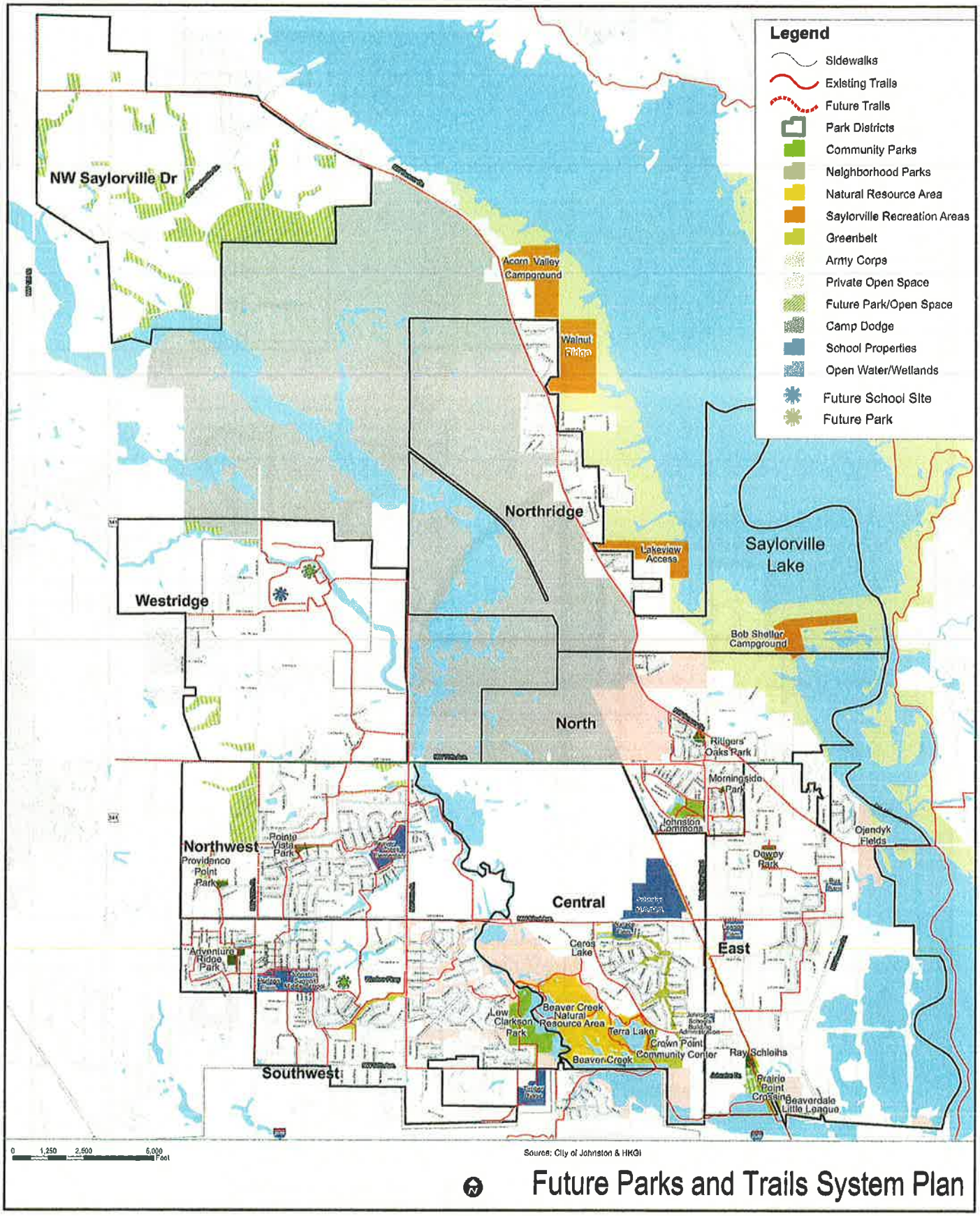


*Figure 8.5 - Future Parks and Trails Plan*

## Clayton Ender

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

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**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

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**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 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.

## Clayton Ender

**From:** Aaron Wolfe
**Sent:** Monday, April 04, 2016 10:09 AM
**To:** Clayton Ender
**Subject:** FW: Wilkie Addition Concerns

**From:** Lois Rexroat [mailto:loisrexroat@myapplemail.com]
**Sent:** Sunday, April 03, 2016 4:21 PM
**To:** Paula Dierenfeld Email; gerdclabaugh@msn.com; brown4council@gmail.com; tomwcope@msn.com; david@thelindemans.com; JohnT-CofJ@q.com; Aaron Wolfe
**Subject:** Wilkie Addition Concerns

To all listed above in the address section:

When we built our house (in 1975 I believe), we had no idea of the water issues we would have with this property. Actually, I heard last summer that the City of Johnston was advised against even issuing a building permit on this piece of land due to water issues. That advice was ignored by the City and we were allowed to build our house.

We built our house and had no problems **most of the time.** Then we had a rainy season and had water problems, both outside and in our basement. This continued to happen, on average, every 5 years or so until after the year 2000, when the problems came more frequently. Now, I am lucky if I can go three years without my property flooding.

I am attaching some of the pictures from August 10, 2010. This is the **worst** it has **ever** been. Our sump pump alarms went off around 3AM indicating water in our basement. Not a false alarm, there was at least 6 inches of water in our basement that 3 sump pumps **(yes, that's THREE sump pumps, big ones, not your normal home improvement store sumps).** We found that water was coming in the outside entryway to our basement from 4" up each side of the door.

**Please, please, please make sure there is adequate drainage for the new development**. All of us south of the new development would appreciate it. I know my property **can not** handle any more water.

I apologize if the pictures come thru huge. My computer wouldn't cooperate. For more pics, please see album that will be provided at the City Council meeting.

Thank You,
Lois Rexroat

My basement door, my driveway, the ditch which obviously couldn't handle the water, my front yard with water from the ditch, my driveway and Piney Ridge property and Van Rees property (including part of my back yard).

08/10/2010 07:12

08/10/2010 07:13

08/10/2010 07:14

08/10/2010 07:15

08/10/2010 07:21

## Clayton Ender

**From:** David Wilwerding
**Sent:** Saturday, April 02, 2016 4:25 PM
**To:** Aaron Wolfe; Clayton Ender
**Subject:** Fwd: Wilke Addition

Sent from my iPhone

Begin forwarded message:

> **From:** Gerd Clabaugh <gerdclabaugh@msn.com>
> **Date:** April 2, 2016 at 2:24:19 PM MST
> **To:** 'David Wilwerding' <dwilwerding@cityofjohnston.com>
> **Subject: FW: Wilke Addition**
>
> Dave – can you tell me more about how the stormwater issues in this proposed development are being addressed? Thanks
>
> **From:** marilyn.howieson@gmail.com [mailto:marilyn.howieson@gmail.com]
> **Sent:** Saturday, April 02, 2016 1:16 PM
> **To:** gerdclabaugh@msn.com
> **Subject:** Fw: Wilke Addition
>
> Sent from Windows Mail
>
> **From:** Charles Howieson
> **Sent:** Friday, April 1, 2016 4:15 PM
> **To:** dwilwerding@cityofjohnston.com
>
> 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." We moved in on Feb 1, 1966, and in June 1966, when we were out of town, we got a call from friends that our basement had flooded to the point that the kids cowboy boots were floating. A developer decided to develop the property directly behind us. We asked the city not to allow development,until proper storm drainage was put 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 storm water into that.....we immediately received a letter from an attorney threatening us with a lawsuit if any more storm water from our property 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 the 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. I have no problem with the property being developed, I only want development to be done right so that existing property owners will not have additional problems with storm drainage. I also have a concern for the new home buyers. Thank you for your consideration.Marilyn howieson 6382 NW 51st St Johnston Ia 50131 515-276-7544

Sent from Windows Mail

ITEM NO. 9F

# OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
April 18, 2016 Meeting

| SUBJECT: Payment of Claims | ACTION REQUIRED:<br>___ Ordinance<br>___ Resolution<br>_X_ Approval<br>___ Receive/File<br>___ Attorney Review |
|---|---|

J.O.

| | |
|---|---|
| SYNOPSIS: | Attached for your review is the list of claims for payment in the amount of $697,221.48 |
| FISCAL IMPACT: | Money is available to pay claims in the amount of $697,221.48 |
| RECOMMENDATION: | By motion approve payment of claims in the amount of $697,221.48 |

**Motion by _____, second by _____, to approve claims as presented.**

| VENDOR NAME | | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| MISC | BOLLIE, ANGELA | BOLLIE, ANGELA:DEPOSIT RET | GENERAL FUND | SIMPSON BARN | 520.00 |
| | CLARK, JANE | CLARK, JANE:DEPOSIT RETURN | GENERAL FUND | CROWN POINT | 130.00 |
| | DAVIS, SCOTT | SENIOR FUN NIGHT ENTERTAIN | SENIOR CITIZENS | RECREATION | 180.00 |
| | KOLLASCH, MICHELLE | DEPOSIT RETURN - THE BARN | GENERAL FUND | SIMPSON BARN | 520.00 |
| | MANNING, JOANN | MANNING, JOANN:DEPOSIT RET | GENERAL FUND | SIMPSON BARN | 60.00 |
| | QNO LLC | 204-007500-01 | WATER O/M | NON-DEPARTMENTAL | 10.14 |
| | RUSS, GAIL | RUSS, GAIL:DEPOSIT RETURN | GENERAL FUND | CROWN POINT | 105.00 |
| | | | | TOTAL: | 1,525.14 |
| ADVENTURE LIGHTING | | LIGHT BULBS - PSB | GENERAL FUND | POLICE | 63.48 |
| | | LIGHT BULBS FOR TRAIL LIGH | GENERAL FUND | PARKS & TRAILS | 343.20 |
| | | | | TOTAL: | 406.68 |
| AHLERS & COONEY PC | | EMPLOYMENT LAW RETAINER | GENERAL FUND | LEGAL | 1,650.00 |
| | | TERRA LAKE IMPROVEMENTS, P | TERRA LAKE | PARKS & TRAILS | 1,800.00 |
| | | | | TOTAL: | 3,450.00 |
| AIR CLEANING TECHNOLOGIES INC | | REPAIR OF VEHICLE EXHAUST | GENERAL FUND | FIRE | 107.98 |
| | | REPAIR OF VEHICLE EXHAUST | GENERAL FUND | AMBULANCE | 107.97 |
| | | | | TOTAL: | 215.95 |
| ALEXIS FIRE EQUIPMENT CO. | | Body Work Repairs | GENERAL FUND | FIRE | 926.50 |
| | | Body Work Repairs | GENERAL FUND | AMBULANCE | 926.50 |
| | | | | TOTAL: | 1,853.00 |
| ALLIANCE CONNECT, LLC | | INTERNET SERVICES - STAT. | GENERAL FUND | FIRE | 110.80 |
| | | INTERNET SERVICES - STAT. | GENERAL FUND | AMBULANCE | 110.79 |
| | | | | TOTAL: | 221.59 |
| ALLIANCE CONSTRUCTION GROUP | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | ROADS,BRIDGES,SIDEWALK | 16,424.55 |
| | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | ROADS,BRIDGES,SIDEWALK | 52,656.70 |
| | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | ROADS,BRIDGES,SIDEWALK | 17,670.00 |
| | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | ROADS,BRIDGES,SIDEWALK | 13,832.00 |
| | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | ROADS,BRIDGES,SIDEWALK | 72,076.50 |
| | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | WATER MAIN | 27,277.35 |
| | | NW 70TH AVE IMP-86TH TO WC 70TH AVE IMP (86TH | | SANITARY SEWER | 1,510.50 |
| | | | | TOTAL: | 201,447.60 |
| ARAMARK UNIFORM SERVICES | | UNIFORMS | GENERAL FUND | PARKS & TRAILS | 169.11 |
| | | UNIFORMS | GENERAL FUND | PARKS & TRAILS | 169.11 |
| | | 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 | 74.45 |
| | | UNIFORMS | SEWER O/M | WASTEWATER | 60.61 |
| | | UNIFORMS | SEWER O/M | WASTEWATER | 74.44 |
| | | | | TOTAL: | 1,023.60 |
| ARNOLD MOTOR SUPPLY, LLP | | OIL FILTER | GENERAL FUND | PARKS & TRAILS | 4.43 |
| | | FUEL AND TRUCK FILTERS | GENERAL FUND | PARKS & TRAILS | 59.80 |
| | | DUST MASK | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 18.80 |
| | | | | TOTAL: | 83.03 |
| BAKER GROUP | | HVAC MAINTENANCE AGREEMENT | GENERAL FUND | POLICE | 4,804.94 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | HVAC MAINTENANCE AGREEMENT | GENERAL FUND | FIRE | 2,173.66 |
| | HVAC MAINTENANCE AGREEMENT | GENERAL FUND | AMBULANCE | 2,173.65 |
| | | | TOTAL: | 9,152.25 |
| BARCO MUNICIPAL PRODUCTS, INC | WIRE LOCATING FLAGS | WATER O/M | WATER | 299.54 |
| | WIRE LOCATING FLAGS | SEWER O/M | WASTEWATER | 299.54 |
| | | | TOTAL: | 599.08 |
| BATTERIES PLUS BULBS | BATTERY FOR SERVER | GENERAL FUND | CITY ADMINISTRATOR | 199.80 |
| | | | TOTAL: | 199.80 |
| BIG GREEN UMBRELLA MEDIA, INC | MARCH NEWSLETTER | GENERAL FUND | CITY ADMINISTRATOR | 1,269.76 |
| | | | TOTAL: | 1,269.76 |
| BOUND TREE MEDICAL, LLC | EMS SUPPLIES | GENERAL FUND | AMBULANCE | 11.66 |
| | EMS SUPPLIES | GENERAL FUND | AMBULANCE | 319.50 |
| | EMS SUPPLIES | GENERAL FUND | AMBULANCE | 343.20 |
| | | | TOTAL: | 674.36 |
| CAPITAL CITY EQUIPMENT CO | FROST TOOTH | WATER O/M | WATER | 529.50 |
| | FROST TOOTH | SEWER O/M | WASTEWATER | 529.50 |
| | | | TOTAL: | 1,059.00 |
| CENTURY LINK | PHONE SERVICES - PSB | GENERAL FUND | POLICE | 60.09 |
| | T-1 LINE - PSB | GENERAL FUND | POLICE | 262.50 |
| | PHONE SERVICES - PSB | GENERAL FUND | FIRE | 27.19 |
| | T-1 LINE - PSB | GENERAL FUND | FIRE | 118.75 |
| | PHONE SERVICES - PSB | GENERAL FUND | AMBULANCE | 27.17 |
| | T-1 LINE - PSB | GENERAL FUND | AMBULANCE | 118.75 |
| | PHONE SERVICES - CITY BLDG | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 120.25 |
| | PHONE SERVICES - CITY BLDG | GENERAL FUND | LIBRARY | 120.25 |
| | PHONE SERVICES - CITY BLDG | GENERAL FUND | PARKS & TRAILS | 120.75 |
| | PHONE SERVICES - CITY BLDG | GENERAL FUND | BUILDING & HOUSING | 120.25 |
| | PHONE SERVICES - CITY BLDG | GENERAL FUND | PLANNING & ZONING | 120.25 |
| | PHONE SERVICES - CITY BLDG | GENERAL FUND | CITY HALL | 120.25 |
| | PHONE SERVICES - CITY BLDG | WATER O/M | WATER | 121.00 |
| | PHONE SERVICES - CITY BLDG | SEWER O/M | WASTEWATER | 121.00 |
| | | | TOTAL: | 1,578.45 |
| CINTAS CORPORATION #762 | CITY HALL RR CLEANING & MA | GENERAL FUND | CITY HALL | 113.20 |
| | | | TOTAL: | 113.20 |
| COMMUNICATION INNOVATORS, INC. | PHONE/NETWORK MAINT. - PSB | GENERAL FUND | POLICE | 237.31 |
| | PD VOICE RECORDING | GENERAL FUND | POLICE | 95.35 |
| | PHONE/NETWORK MAINT. - PSB | GENERAL FUND | FIRE | 107.35 |
| | PHONE/NETWORK MAINT. - PSB | GENERAL FUND | AMBULANCE | 107.35 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 95.40 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | LIBRARY | 95.40 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | PARKS & TRAILS | 95.40 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | BUILDING & HOUSING | 95.40 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | PLANNING & ZONING | 95.40 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | CITY ADMINISTRATOR | 95.40 |
| | NETWORK & PHONE MAINT. SER | GENERAL FUND | FINANCE | 95.40 |
| | NETWORK & PHONE MAINT. SER | WATER O/M | WATER | 95.40 |
| | NETWORK & PHONE MAINT. SER | SEWER O/M | WASTEWATER | 95.40 |
| | | | TOTAL: | 1,405.96 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| CONSOLIDATED ELECTRICAL DISTRIBUTORS, | SENSOR LIGHT FOR CITY HALL | GENERAL FUND | CITY HALL | 223.24 |
| | LIGHTS AND BLANK COVERS | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 45.13 |
| | STR. LIGHTING SUPPLIES | ROAD USE TAX | TRAFFIC CONTROL | 37.32 |
| | CREDIT ON ACCT.-LIGHTING S | ROAD USE TAX | TRAFFIC CONTROL | 75.53- |
| | | | TOTAL: | 230.16 |
| CONYN, JOHN | MILEAGE FOR ASSESSMENT CEN | GENERAL FUND | FIRE | 32.40 |
| | MILEAGE FOR ASSESSMENT CEN | GENERAL FUND | AMBULANCE | 32.40 |
| | | | TOTAL: | 64.80 |
| CPS HR CONSULTING | LIEUTENANTS EXAM - FIRE DE | GENERAL FUND | FIRE | 423.50 |
| | | | TOTAL: | 423.50 |
| CROSS DILLON TIRE | TIRE REPAIR | GENERAL FUND | FIRE | 38.06 |
| | | | TOTAL: | 38.06 |
| CYNDEE RHAMES | REIMBURSE-FD ASSESSMNT SUP | GENERAL FUND | FIRE | 77.29 |
| | | | TOTAL: | 77.29 |
| DAVID WILWERDING | REIMBURSE- MEALS APA CONF. | GENERAL FUND | PLANNING & ZONING | 31.77 |
| | | | TOTAL: | 31.77 |
| DELL MARKETING | LAPTOP/PERIPHERALS-WILWERD | GENERAL FUND | CITY ADMINISTRATOR | 327.52 |
| | LAPTOP/ACCESSORIES-NEW POS | GENERAL FUND | CITY ADMINISTRATOR | 1,371.82 |
| | | | TOTAL: | 1,699.34 |
| DES MOINES AREA COMMUNITY COLLEGE | EMS TRAINING | GENERAL FUND | AMBULANCE | 15.00 |
| | | | TOTAL: | 15.00 |
| DES MOINES REGISTER MEDIA | ABANDONED VEHICLE AUCTION | GENERAL FUND | POLICE | 24.72 |
| | 2/18/16 LIBRARY CLAIMS | GENERAL FUND | LIBRARY | 49.87 |
| | TERRA LAKE PUBLIC HEARING | GENERAL FUND | PARKS & TRAILS | 109.21 |
| | FLUME REPAIR/WTR QUALITY N | GENERAL FUND | PARKS & TRAILS | 128.20 |
| | 6/16 & 3/7 & PION. MTG MIN | GENERAL FUND | CITY CLERK | 703.66 |
| | 2/16/16 COUNCIL CLAIMS | GENERAL FUND | FINANCE | 132.47 |
| | 2015 WAGES | GENERAL FUND | FINANCE | 106.84 |
| | | | TOTAL: | 1,254.97 |
| DES MOINES WATER WORKS | WATER SERVICE-5136 MHR | WATER O/M | WATER | 90,423.54 |
| | AVAILABILITY CHARGE | WATER O/M | WATER | 75.00 |
| | WATER SERVICE - 5130 LWR B | WATER O/M | WATER | 0.00 |
| | AVAILABILITY CHARGE | WATER O/M | WATER | 0.00 |
| | WATER SERVICE - 5134 MHR | WATER O/M | WATER | 52,062.04 |
| | AVAILABILITY CHARGE | WATER O/M | WATER | 75.00 |
| | | | TOTAL: | 142,635.58 |
| DOG WASTE DEPOT | DOGGIE WASTE BAGS | GENERAL FUND | PARKS & TRAILS | 156.00 |
| | | | TOTAL: | 156.00 |
| ELECTRICAL ENGINEERING & EQUIPMENT | ELECTRICAL PARTS - BRINE S | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 839.45 |
| | | | TOTAL: | 839.45 |
| EMC INSURANCE | WORK COMP DEDUCTIBLE | GENERAL FUND | FIRE | 125.00 |
| | WORK COMP DEDUCTIBLE | GENERAL FUND | AMBULANCE | 125.00 |
| | WORK COMP DEDUCTIBLE | GENERAL FUND | PARKS & TRAILS | 205.46 |
| | | | TOTAL: | 455.46 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| ENCODE PLUS, LLC | ENCODE SOFTWARE LICENSE | GENERAL FUND | PLANNING & ZONING | 20,904.00 |
| | | | TOTAL: | 20,904.00 |
| FIRE RECOVERY EMS (FRUSA-EMS) | MARCH CHARGES | GENERAL FUND | AMBULANCE | 1,496.18 |
| | | | TOTAL: | 1,496.18 |
| FIRST CHOICE DISTRIBUTION | JANITORIAL SUPPLIES | GENERAL FUND | PARKS & TRAILS | 279.25 |
| | | | TOTAL: | 279.25 |
| FOTH INFRASTRUCTURE & ENVIRONMENT, LLC | BEAVER CRK NATURAL AREA WE | GENERAL FUND | PARKS & TRAILS | 551.10 |
| | MERLE HAY RD GATEWAY PERMI | T.I.F. #1 EAST CEN | ECONOMIC DEVELOPMENT | 6,891.90 |
| | MERLE HAY RD GATEWAY PERMI | T.I.F. #1 EAST CEN | ECONOMIC DEVELOPMENT | 2,052.60 |
| | NW 63RD PLACE EXTENSION | NW 64th & 63rd PL | ROADS, BRIDGES, SIDEWA | 1,905.80 |
| | NW 63RD PLACE EXTENSION | NW 64th & 63rd PL | ROADS, BRIDGES, SIDEWA | 814.00 |
| | NW 55TH AVE IMPROVEMENTS P | MERLE HAY EAST IMP | ROADS, BRIDGES | 312.68 |
| | NW 57TH AVE IMPROVEMENTS P | MERLE HAY EAST IMP | ROADS, BRIDGES | 22,476.58 |
| | NW 60TH AVE IMRPOVEMENTS P | MERLE HAY EAST IMP | ROADS, BRIDGES | 9,610.84 |
| | NW 55TH IMPROVEMENTS PROJE | MERLE HAY EAST IMP | ROADS, BRIDGES | 2,115.86 |
| | NW 60TH AVE IMPROVEMENTS,P | MERLE HAY EAST IMP | ROADS, BRIDGES | 327.66 |
| | NW 57TH AVE IMPROVEMENTS P | MERLE HAY EAST IMP | ROADS, BRIDGES | 2,704.26 |
| | | | TOTAL: | 49,763.28 |
| GILBARCO INC | GASBOY CONTRACT | GENERAL FUND | POLICE | 25.50 |
| | GASBOY CONTRACT | GENERAL FUND | FIRE | 25.50 |
| | GASBOY CONTRACT | GENERAL FUND | PARKS & TRAILS | 25.50 |
| | GASBOY CONTRACT | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 25.50 |
| | GASBOY CONTRACT | WATER O/M | WATER | 25.50 |
| | GASBOY CONTRACT | SEWER O/M | WASTEWATER | 25.50 |
| | | | TOTAL: | 153.00 |
| GRAINGER INC / W W | HAND TORCH KIT | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 92.34 |
| | | | TOTAL: | 92.34 |
| GREAT PLAINS BLIND FACTORY | Blinds | GENERAL FUND | CITY HALL | 2,574.00 |
| | | | TOTAL: | 2,574.00 |
| HOWARD R GREEN COMPANY | NW BEAVER DR - CPS | NW BEAVER DR/JOHNS | ROADS, BRIDGES, SIDEWA | 834.50 |
| | NW 100TH ST, 62ND-70TH CON | NW 100TH (NW62NDto | ROADS,BRIDGES,SIDEWALK | 6,152.00 |
| | | | TOTAL: | 6,986.50 |
| INFOMAX OFFICE SYSTEMS | COPIER MAINT. & COPIES | GENERAL FUND | PARKS & TRAILS | 167.39 |
| | | | TOTAL: | 167.39 |
| IOWA ASSN OF MUNICIPAL UTILITIES | 2016 IAMU WATER MEMBER DUE | WATER O/M | WATER | 444.12 |
| | 2016 IAMU WATER MEMBER DUE | SEWER O/M | WASTEWATER | 444.12 |
| | | | TOTAL: | 888.24 |
| IOWA CHAPTER IAAI | 2016 CHAPTER IAAI DUES - F | GENERAL FUND | FIRE | 90.00 |
| | | | TOTAL: | 90.00 |
| IOWA DEPT OF TRANSPORTATION | TUBING & ANCHORS FOR SIGNS | ROAD USE TAX | TRAFFIC CONTROL | 625.85 |
| | | | TOTAL: | 625.85 |
| IOWA DEPT. OF PUBLIC SAFETY | ON-LINE WARRANTS SYSTEM FE | GENERAL FUND | POLICE | 906.00 |
| | | | TOTAL: | 906.00 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| IOWA LAW ENFORCEMENT ACADEMY | MMPI - MCDANIEL | GENERAL FUND | POLICE | 180.00 |
| | | | TOTAL: | 180.00 |
| JOHNSTON CHAMBER OF COMMERCE | CHAMBER LUNCHEON - TERRA L | GENERAL FUND | CITY ADMINISTRATOR | 20.00 |
| | | | TOTAL: | 20.00 |
| JORDAN CREEK CAR WASH | PATROL FLEET WASHES- JAN-M | GENERAL FUND | POLICE | 748.00 |
| | | | TOTAL: | 748.00 |
| KEYSTONE LABORATORIES | MONTHLY WATER ANALYSIS | WATER O/M | WATER | 230.00 |
| | | | TOTAL: | 230.00 |
| KING DELIVERY SERVICE | MARCH DELIVERIES | GENERAL FUND | CITY HALL | 57.61 |
| | | | TOTAL: | 57.61 |
| KLINGER PAINT CO. | PRIMER/PAINT FOR PLOW TRUC | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 140.16 |
| | | | TOTAL: | 140.16 |
| LADEN & PEARSON P C | MONTHLY RETAINER FEE | GENERAL FUND | POLICE | 1,200.00 |
| | MONTHLY RETAINER FEE | GENERAL FUND | LEGAL | 3,800.00 |
| | | | TOTAL: | 5,000.00 |
| LASER RESOURCES | PRINTER MAINT. & COPIES | WATER O/M | WATER | 44.62 |
| | PRINTER MAINT. & COPIES | SEWER O/M | WASTEWATER | 44.62 |
| | | | TOTAL: | 89.24 |
| LAWSON PRODUCTS, INC | MISC. SHOP SUPPLIES/TOOLS | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 104.54 |
| | | | TOTAL: | 104.54 |
| LEXIS NEXIS RISK MANAGEMENT INC. | SEARCH ENGINE FEE FOR PD | GENERAL FUND | POLICE | 43.50 |
| | | | TOTAL: | 43.50 |
| LOGAN CONTRACTORS SUPPLY INC | CONCRETE SUPPLIES- LIME, F | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 729.79 |
| | CONCRETE SUPPLIES- LIME, F | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 18.65 |
| | CONCRETE SUPPLIES-FIBER | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 331.68 |
| | | | TOTAL: | 1,080.12 |
| MANATT'S INC | CONCRETE- STORMWATER PROJ. | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 164.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 980.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 60.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 735.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 45.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 588.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 36.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 1,568.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 96.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 1,323.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 1,911.00 |
| | CONCRETE BLANKET PO | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 1,470.00 |
| | SIDEWALK @ MHR & FOREST | WATER O/M | WATER | 361.00 |
| | | | TOTAL: | 9,337.00 |
| MENARDS CLIVE | PAINT & SUPPLIES - TENNIS | GENERAL FUND | CROWN POINT | 49.68 |
| | | | TOTAL: | 49.68 |
| MID AMERICAN ENERGY | 6373 MERLE HAY RD - PSB | GENERAL FUND | POLICE | 1,651.39 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | 5604 NW 87TH ST - SIREN | GENERAL FUND | EMERGENCY MANAGEMENT | 12.29 |
| | 9425 NW NEWGATE | GENERAL FUND | EMERGENCY MANAGEMENT | 16.96 |
| | 9001 NW BEAVER | GENERAL FUND | EMERGENCY MANAGEMENT | 17.05 |
| | 7001 NW BEAVER | GENERAL FUND | EMERGENCY MANAGEMENT | 11.83 |
| | 5501 NW 57TH | GENERAL FUND | EMERGENCY MANAGEMENT | 11.27 |
| | 9706 VALLEY PKWY - SIREN | GENERAL FUND | EMERGENCY MANAGEMENT | 17.13 |
| | 6015 NW 62ND | GENERAL FUND | FIRE | 0.00 |
| | 6015 NW 62ND | GENERAL FUND | FIRE | 0.00 |
| | 10225 NW 62ND AVE-STAT. 2 | GENERAL FUND | FIRE | 249.06 |
| | 6373 MERLE HAY RD - PSB | GENERAL FUND | FIRE | 747.05 |
| | 6015 NW 62ND | GENERAL FUND | AMBULANCE | 0.00 |
| | 6015 NW 62ND | GENERAL FUND | AMBULANCE | 0.00 |
| | 10225 NW 62ND AVE-STAT 2 | GENERAL FUND | AMBULANCE | 249.05 |
| | 6373 MERLE HAY RD - PSB | GENERAL FUND | AMBULANCE | 747.05 |
| | 6400 NW BEAVER DR-MAIN BLD | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 70.18 |
| | 6400 NW BEAVER-STREET SHOP | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 748.21 |
| | 6400 NW BEAVER DR BLDG A | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 0.00 |
| | 6700 MERLE HAY ROAD | GENERAL FUND | LIBRARY | 5,048.00 |
| | 5225 NW 64TH | GENERAL FUND | PARKS & TRAILS | 61.08 |
| | 6400 NW BEAVER-PARKS BLDG | GENERAL FUND | PARKS & TRAILS | 367.50 |
| | 5820 NW 86TH | GENERAL FUND | PARKS & TRAILS | 19.36 |
| | 6400 NW BEAVER DR-MAIN BLD | GENERAL FUND | PARKS & TRAILS | 70.18 |
| | 5964 WINWOOD | GENERAL FUND | PARKS & TRAILS | 104.30 |
| | 5701 COLUMBINE | GENERAL FUND | PARKS & TRAILS | 140.18 |
| | 6400 PIONEER | GENERAL FUND | PARKS & TRAILS | 0.00 |
| | 7500 NW 54TH AVE | GENERAL FUND | PARKS & TRAILS | 56.32 |
| | 7376 NW 54TH AVE | GENERAL FUND | PARKS & TRAILS | 10.00 |
| | 6169 NORTHGLENN BARN | GENERAL FUND | SIMPSON BARN | 79.86 |
| | 6191 NORTHGLENN | GENERAL FUND | SIMPSON BARN | 152.28 |
| | 6161 NORTHGLENN | GENERAL FUND | SIMPSON BARN | 135.53 |
| | 6300 PIONEER | GENERAL FUND | CROWN POINT | 579.30 |
| | 5625 NW 100TH | GENERAL FUND | CITY ADMINISTRATOR | 0.00 |
| | 6385 MERLE HAY RD | GENERAL FUND | CITY ADMINISTRATOR | 0.00 |
| | 5730 NW 64TH PLACE | GENERAL FUND | CITY ADMINISTRATOR | 0.00 |
| | 9402 NW 62ND AVE | GENERAL FUND | CITY ADMINISTRATOR | 41.47 |
| | 7205 NW 107TH ST | GENERAL FUND | CITY ADMINISTRATOR | 49.26 |
| | 6221 MERLE HAY ROD | GENERAL FUND | CITY HALL | 1,518.99 |
| | 7303 NW 62ND AVE | ROAD USE TAX | STREET LIGHTING | 0.00 |
| | 5398 NW 86TH | ROAD USE TAX | STREET LIGHTING | 25.89 |
| | 9213 NEWGATE | ROAD USE TAX | STREET LIGHTING | 47.22 |
| | 8601 NW NEWGATE | ROAD USE TAX | STREET LIGHTING | 152.82 |
| | 10001 NW 70TH | ROAD USE TAX | STREET LIGHTING | 22.08 |
| | 8500 NW 62ND | ROAD USE TAX | STREET LIGHTING | 143.75 |
| | 5402 FOXBORO | ROAD USE TAX | STREET LIGHTING | 79.12 |
| | 7001 NW 62ND | ROAD USE TAX | STREET LIGHTING | 0.00 |
| | 8652 CRESCENT CHASE | ROAD USE TAX | STREET LIGHTING | 0.00 |
| | 8599 CHAMBERY | ROAD USE TAX | STREET LIGHTING | 283.28 |
| | 8691 LYNDHURST | ROAD USE TAX | STREET LIGHTING | 42.31 |
| | 6998 NW 86TH | ROAD USE TAX | STREET LIGHTING | 63.83 |
| | STREET LIGHTS | ROAD USE TAX | STREET LIGHTING | 18,380.08 |
| | 6112 CRESCENT CHASE | ROAD USE TAX | STREET LIGHTING | 239.12 |
| | 8599 WINDSOR | ROAD USE TAX | STREET LIGHTING | 64.56 |
| | 5722 NW 86TH ST- STR. LGT | ROAD USE TAX | STREET LIGHTING | 30.77 |
| | 7301 NW 62ND AVE | ROAD USE TAX | TRAFFIC CONTROL | 0.00 |
| | 6600 NW BEAVER | ROAD USE TAX | TRAFFIC CONTROL | 42.39 |
| | 6748 NW 86TH | ROAD USE TAX | TRAFFIC CONTROL | 11.24 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | 5171 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 44.97 |
| | 6150 NW BEAVER | ROAD USE TAX | TRAFFIC CONTROL | 20.18 |
| | 6198 NW 86TH | ROAD USE TAX | TRAFFIC CONTROL | 29.54 |
| | 6705 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 16.58 |
| | 5401 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 24.61 |
| | 6203 NW 62ND | ROAD USE TAX | TRAFFIC CONTROL | 16.84 |
| | 5561 NW 86TH ST | ROAD USE TAX | TRAFFIC CONTROL | 37.56 |
| | 5988 NW 100TH ST FL | ROAD USE TAX | TRAFFIC CONTROL | 11.14 |
| | 7098 NW 70TH | ROAD USE TAX | TRAFFIC CONTROL | 37.04 |
| | 5862 NW 62ND | ROAD USE TAX | TRAFFIC CONTROL | 77.41 |
| | 5201 NW 86TH | ROAD USE TAX | TRAFFIC CONTROL | 37.92 |
| | 5801 NW 70TH | ROAD USE TAX | TRAFFIC CONTROL | 46.97 |
| | 6503 NW 62ND | ROAD USE TAX | TRAFFIC CONTROL | 115.16 |
| | 6191 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 22.85 |
| | 5603 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 40.24 |
| | 5923 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 29.49 |
| | 5398 NW BEAVER | ROAD USE TAX | TRAFFIC CONTROL | 17.41 |
| | 5748 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 37.98 |
| | 5827 MERLE HAY ROAD | ROAD USE TAX | TRAFFIC CONTROL | 40.59 |
| | 7249 NW 54TH AVE | ROAD USE TAX | TRAFFIC CONTROL | 10.11 |
| | 7887 NW 62ND AVE-TUNNEL LI | ROAD USE TAX | TRAFFIC CONTROL | 67.58 |
| | 7418 NW 62ND AVE - SURV. C | ROAD USE TAX | TRAFFIC CONTROL | 21.72 |
| | 6198 NW 100TH ST - SIGNAL | ROAD USE TAX | TRAFFIC CONTROL | 22.23 |
| | 5134 MERLE HAY ROAD | WATER O/M | WATER | 20.54 |
| | 7789 NW BEAVER | WATER O/M | WATER | 575.67 |
| | 6144 NW 86TH | WATER O/M | WATER | 224.47 |
| | 6900 PIONEER | WATER O/M | WATER | 16.31 |
| | 5625 NW 100TH | WATER O/M | WATER | 102.98 |
| | 6640 MERLE HAY RD | WATER O/M | WATER | 614.45 |
| | 5102 NW BEAVER | WATER O/M | WATER | 0.00 |
| | 7821 NW 54TH | WATER O/M | WATER | 959.19 |
| | 6600 NW BEAVER | WATER O/M | WATER | 11.10 |
| | 6400 NW BEAVER DR-MAIN BLD | WATER O/M | WATER | 70.18 |
| | 5136 MERLE HAY ROAD | WATER O/M | WATER | 10.00 |
| | 6400 NW BEAVER DR - WTR/SW | WATER O/M | WATER | 193.76 |
| | 5277 NW BEAVER | WATER O/M | WATER | 11.85 |
| | 8688 NW BEAVER DR - PUMP | WATER O/M | WATER | 38.99 |
| | 8418 LAKEVIEW | SEWER O/M | WASTEWATER | 60.64 |
| | 8708 OVERLOOK CT | SEWER O/M | WASTEWATER | 76.25 |
| | 6400 NW BEAVER DR-MAIN BLD | SEWER O/M | WASTEWATER | 70.18 |
| | 8716 NW 84TH | SEWER O/M | WASTEWATER | 175.60 |
| | 6400 NW BEAVER DR - WTR/SW | SEWER O/M | WASTEWATER | 193.76 |
| | 5817 WINWOOD | SEWER O/M | WASTEWATER | 0.00 |
| | 6601 NW BEAVER | SEWER O/M | WASTEWATER | 38.31 |
| | 7605 NW 107TH STREET | SEWER O/M | WASTEWATER | 0.00 |
| | 8414 LAKEVIEW DRIVE | SEWER O/M | WASTEWATER | 11.08 |
| | 7605 NW 107TH STREET | SEWER O/M | WASTEWATER | 55.23 |
| | 10628 CANTERBURY PL-LIFT S | SEWER O/M | WASTEWATER | 50.62 |
| | | | TOTAL: | 37,017.87 |
| MOULDER AND ASSOCIATES, LLC | POLICE CHIEF SEARCH CONSUL | GENERAL FUND | POLICE | 14,000.00 |
| | | | TOTAL: | 14,000.00 |
| MPS ENGINEERS | NW BEAVER DRIVE TRAIL - FI | BEAVER DR.TRAIL | ROADS, BRIDGES, SIDEWA | 209.00 |
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | ROADS, BRIDGES, SIDEWA | 1,596.45 |
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | ROADS, BRIDGES, SIDEWA | 48,761.64 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | ROADS, BRIDGES, SIDEWA | 1,572.50 |
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | ROADS, BRIDGES, SIDEWA | 15,954.50 |
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | ROADS, BRIDGES, SIDEWA | 4,643.10 |
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | WATER MAIN, HYDRANTS | 730.00 |
| | BEAVER DRIVE TRAIL-RETAINA | BEAVER DR.TRAIL | SEWER | 1,354.60 |
| | | | TOTAL: | 74,821.79 |
| MUNICIPAL EMERGENCY SERVICES | FIRE FIGHTING BOOTS | GENERAL FUND | FIRE | 478.07 |
| | | | TOTAL: | 478.07 |
| MUNICIPAL SUPPLY INC | STOP BOX SUPPLIES FOR REPA | WATER O/M | WATER | 236.30 |
| | GREEN MARKING PAINT | SEWER O/M | WASTEWATER | 99.60 |
| | | | TOTAL: | 335.90 |
| NAPA AUTO PARTS | DIELECT GREASE FOR SIREN B | GENERAL FUND | EMERGENCY MANAGEMENT | 8.29 |
| | DIELECT GREASE FOR SIREN B | GENERAL FUND | EMERGENCY MANAGEMENT | 8.29 |
| | SPRAY PAINT | GENERAL FUND | PARKS & TRAILS | 50.84 |
| | HOOD CATCHES | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 17.69 |
| | | | TOTAL: | 85.11 |
| OLD DOMINION BRUSH | GUTTER BROOMS | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 352.00 |
| | | | TOTAL: | 352.00 |
| PAINT PUMP PROS | SPRAYER PUMP REPAIR KIT | ROAD USE TAX | TRAFFIC CONTROL | 604.99 |
| | | | TOTAL: | 604.99 |
| PAYLESS OFFICE PRODUCTS | STAPLES, LABEL TAPE, BINDE | GENERAL FUND | POLICE | 96.10 |
| | PENS, NECK LANYARDS, ENVEL | GENERAL FUND | POLICE | 128.10 |
| | STENO NOTEBOOKS | GENERAL FUND | BUILDING & HOUSING | 15.55 |
| | NAME PLATE - DAVIS | GENERAL FUND | BUILDING & HOUSING | 8.91 |
| | DESK ORGANIZER | GENERAL FUND | BUILDING & HOUSING | 36.98 |
| | LABEL MAKER TAPE | GENERAL FUND | BUILDING & HOUSING | 29.69 |
| | | | TOTAL: | 315.33 |
| PLUMB SUPPLY | SUMP PUMP | WATER O/M | WATER | 470.96 |
| | | | TOTAL: | 470.96 |
| POLK COUNTY RECORDER | RECORDING-P/Z 15-33 AGREEM | GENERAL FUND | PLANNING & ZONING | 22.00 |
| | RECORDINGS- NW 55TH-PLATS/ | MERLE HAY EAST IMP | ROADS, BRIDGES | 72.00 |
| | RECORDING- EASEMENT | WATER O/M | WATER | 32.00 |
| | | | TOTAL: | 126.00 |
| RELIABLE MAINTENANCE CO. | CLEANING SERVICES - PSB | GENERAL FUND | POLICE | 1,750.68 |
| | CLEANING SERVICES - CITY H | GENERAL FUND | CITY HALL | 845.00 |
| | | | TOTAL: | 2,595.68 |
| ROCKFORD RIGGING | NYLON WEB SLINGS | WATER O/M | WATER | 11.82 |
| | NYLON WEB SLINGS | SEWER O/M | WASTEWATER | 11.81 |
| | | | TOTAL: | 23.63 |
| ROCKMOUNT RESEARCH & ALLOYS | SHOP SUPPLIES, FLAP DISC | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 444.48 |
| | | | TOTAL: | 444.48 |
| SHERWIN WILLIAMS CO | PAINT FOR TRIM AT P.W. | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 20.13 |
| | PAINT ROLLER TRAYS | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 5.49 |
| | PAINT & SUPPLIES-CLARKSON | GENERAL FUND | PARKS & TRAILS | 438.02 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | STEP LADDER | GENERAL FUND | PARKS & TRAILS | 41.17 |
| | FLOOR PAINT-CLARKSON PRK R | GENERAL FUND | PARKS & TRAILS | 22.04 |
| | | | TOTAL: | 526.85 |
| SMITH'S SEWER SERVICE | CLEANING OF BRANCH LINE | GENERAL FUND | PARKS & TRAILS | 85.00 |
| | JET VAC LIFT STATIONS | SEWER O/M | WASTEWATER | 450.00 |
| | | | TOTAL: | 535.00 |
| SPRAYER SPECIALTIES INC | PIPING FOR BRINE SHED | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 32.04 |
| | | | TOTAL: | 32.04 |
| SYNERGY CONTRACTING, LLC | FROST WAY WATER MAIN RELOC | WATER O/M | WATER | 2,955.00 |
| | FROSTWAY WATER MAIN RELOCA | WATER O/M | WATER | 1,284.79 |
| | | | TOTAL: | 4,239.79 |
| TELRITE CORPORATION | LONG DISTANCE SERVICE - PW | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 11.26 |
| | | | TOTAL: | 11.26 |
| TERESA ROTSCHAFER | MILEAGE REIMBURSEMENT-TRAI | GENERAL FUND | FINANCE | 46.26 |
| | MILEAGE REIMBURSEMENT-TRAI | WATER O/M | WATER | 46.26 |
| | MILEAGE REIMBURSEMENT-TRAI | SEWER O/M | WASTEWATER | 46.26 |
| | | | TOTAL: | 138.78 |
| TERMINAL SUPPLY CO | BLOCK FOR BRINE SHED | ROAD USE TAX | ROADS,BRIDGES,SIDEWALK | 56.32 |
| | | | TOTAL: | 56.32 |
| TERRACON | NW 70TH/NW 100TH ST TESTIN | 70TH AVE IMP (86TH | ROADS,BRIDGES,SIDEWALK | 186.42 |
| | NW 70TH/NW 100TH ST TESTIN | NW 100TH (NW62NDto | ROADS,BRIDGES,SIDEWALK | 186.42 |
| | | | TOTAL: | 372.84 |
| THE UPS STORE | SHIPPING SERVICES - LIDAR | GENERAL FUND | POLICE | 10.65 |
| | | | TOTAL: | 10.65 |
| TOTALFUNDS BY HASLER | MARCH POSTAGE- ALL DEPT. M | GENERAL FUND | POLICE | 171.19 |
| | MARCH POSTAGE- ALL DEPT. M | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 7.81 |
| | MARCH POSTAGE- ALL DEPT. M | GENERAL FUND | PARKS & TRAILS | 124.56 |
| | MARCH POSTAGE- ALL DEPT. M | GENERAL FUND | PLANNING & ZONING | 66.42 |
| | MARCH POSTAGE- ALL DEPT. M | GENERAL FUND | CITY ADMINISTRATOR | 41.94 |
| | MARCH POSTAGE- ALL DEPT. M | GENERAL FUND | FINANCE | 121.71 |
| | MARCH POSTAGE- ALL DEPT. M | WATER O/M | WATER | 419.33 |
| | MARCH POSTAGE- ALL DEPT. M | SEWER O/M | WASTEWATER | 419.31 |
| | | | TOTAL: | 1,372.27 |
| UNITED STATES POSTAL SERVICE | POSTAGE - APRIL 2016 WTR B | WATER O/M | WATER | 1,294.35 |
| | POSTAGE - APRIL 2016 WTR B | SEWER O/M | WASTEWATER | 1,294.35 |
| | | | TOTAL: | 2,588.70 |
| WANDERS, ANN | MILEAGE REIMBURSEMENT | GENERAL FUND | CITY ADMINISTRATOR | 64.80 |
| | | | TOTAL: | 64.80 |
| WASTE MANAGEMENT OF IOWA | RECYCLING SERVICES - CP | GENERAL FUND | PARKS & TRAILS | 12.50 |
| | | | TOTAL: | 12.50 |
| ZEROREZ OF DES MOINES | CARPET CLEANING | GENERAL FUND | FIRE | 332.50 |
| | CARPET CLEANING | GENERAL FUND | AMBULANCE | 332.50 |
| | | | TOTAL: | 665.00 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| ZONES CONNECTING BUSINESS & TECHNONOGY | FIREWALL PORTS | GENERAL FUND | POLICE | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | FIRE | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | AMBULANCE | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | ROADS,BRIDGES,SIDEWALK | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | LIBRARY | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | PARKS & TRAILS | 42.28 |
| | FIREWALL PORTS | GENERAL FUND | BUILDING & HOUSING | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | PLANNING & ZONING | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | CITY ADMINISTRATOR | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | CITY CLERK | 42.31 |
| | FIREWALL PORTS | GENERAL FUND | FINANCE | 42.31 |
| | FIREWALL PORTS | WATER O/M | WATER | 42.31 |
| | FIREWALL PORTS | SEWER O/M | WASTEWATER | 42.31 |
| | | | TOTAL: | 550.00 |

| ========== FUND TOTALS ========== | | |
|---|---|---|
| 010 | GENERAL FUND | 90,519.61 |
| 125 | T.I.F. #1 EAST CENTRAL | 8,944.50 |
| 140 | ROAD USE TAX | 34,277.68 |
| 170 | SENIOR CITIZENS | 180.00 |
| 316 | NW 64th & 63rd PL & MHR | 2,719.80 |
| 334 | MERLE HAY EAST IMPROVEMEN | 37,619.88 |
| 340 | TERRA LAKE | 1,800.00 |
| 343 | BEAVER DR.TRAIL | 74,821.79 |
| 344 | NW BEAVER DR/JOHNSTON DR | 834.50 |
| 346 | 70TH AVE IMP (86TH-107TH) | 201,634.02 |
| 349 | NW 100TH (NW62NDtoNW 70TH | 6,338.42 |
| 601 | WATER O/M | 154,574.08 |
| 631 | SEWER O/M | 4,790.04 |
| | GRAND TOTAL: | 619,054.32 |

| VENDOR NAME | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| WEX BANK | FUEL | GENERAL FUND | FIRE | 37.50 |
| | FUEL | GENERAL FUND | AMBULANCE | 37.50 |
| | | | TOTAL: | 75.00 |

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

| | | |
|---|---|---|
| 010 | GENERAL FUND | 75.00 |
| | GRAND TOTAL: | 75.00 |

TOTAL PAGES: 1

PACKET: 05003 4/11/2016 WELLS FARGO CLA
VENDOR SET: 01 City of Johnston
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | | | | | |
| C-110-1622342-727224 | | AMAZON MARKETPLACE | 11.85CR | | | |
| 4/11/2016 | AP | DUE: 3/07/2016 DISC: 3/07/2016 | | 1099: N | | |
| | | CREDIT FOR LAPTOP BATTERY | | 140 5.210.65136 | MISCELLANEOUS SUPPLIES | 11.85CR |
| C-201604081937 | | AMAZON MARKETPLACE | 6.54CR | | | |
| 4/11/2016 | AP | DUE: 3/07/2016 DISC: 3/07/2016 | | 1099: N | | |
| | | CREDIT- SHIPPING CHARGES | | 140 5.210.65180 | POSTAGE & SHIPPING | 6.54CR |
| C-3767 | | IOWA LEAGUE OF CITIES | 125.00CR | | | |
| 4/11/2016 | AP | DUE: 3/29/2016 DISC: 3/29/2016 | | 1099: N | | |
| | | SPRING CONF. REFUND | | 010 5.619.62300 | TRAINING | 125.00CR |
| I-009246037 | | DES MOINES REGISTER MEDIA | 1,477.52 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | OFFICAL PUBLICATION/AFFIDAVIT | | 010 5.210.64120 | ADS & LEGAL PUBLICATIONS | 154.00 |
| | | 12-21-15, 1-4-16 CC MTG MINUT | | 010 5.619.64120 | ADS & LEGAL PUBLICATIONS | 505.24 |
| | | VARIOUS NOTICES- NW 60TH PROJ | | 334 5.760.64120 | ADS & LEGAL PUBLICATIONS | 425.05 |
| | | PROJ: 334-64120 E. of MHR/N. of NW 62nd | | | ADS/LEGAL PUBLICATION | |
| | | 12-21-15, 1-4-16 COUNCIL CLAIM | | 010 5.621.64120 | ADS & LEGAL PUBLICATIONS | 225.07 |
| | | DECEMBER TREASURER REPORT | | 010 5.621.64120 | ADS & LEGAL PUBLICATIONS | 69.81 |
| | | 12/17/15 LIBRARY CLAIMS | | 010 5.410.64120 | ADS & LEGAL PUBLICATIONS | 46.55 |
| | | BOA 15-16 NOTICE | | 010 5.540.64120 | ADS & LEGAL PUBLICATIONS | 28.51 |
| | | PROPERTY NOTICE | | 010 5.110.64120 | ADS & LEGAL PUBLICATIONS | 23.29 |
| I-1-72814 | | WINDSOR VACUUM | 101.20 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | VACUUM CLEANER BELT | | 010 5.430.65128 | MAINTENANCE SUPPLIES | 101.20 |
| I-100016234 | | SIRCHIE FINGER PRINT LABS | 600.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PRINT/EVIDENCE PROCESSING CLAS | | 010 5.110.62300 | TRAINING | 600.00 |
| I-103-1353666-764824 | | AMAZON MARKETPLACE | 187.09 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | VACUUM CLEANER FOR WTR SHOP | | 601 5.810.63110 | MAINT. BUILDINGS & GROUN | 93.55 |
| | | VACUUM CLEANER FOR WTR SHOP | | 631 5.815.63110 | MAINT. BUILDINGS & GROUN | 93.54 |
| I-10577665 | | AMERICAN LIBRARY ASSOC. | 137.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | ANNUAL MEMBERSHIP DUES | | 010 5.410.62110 | DUES, MEMBERSHIPS | 137.00 |
| I-107-8678199-583145 | | AMAZON MARKETPLACE | 95.95 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | KEYBOARD AND MOUSE | | 010 5.615.65140 | MINOR EQUIPMENT | 95.95 |
| I-107480748 | | SUREFIRE | 27.09 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | BULB FOR SHOTGUN | | 010 5.110.65170 | OPERATING SUPPLIES | 27.09 |

PACKET: 05003 4/11/2016 WELLS FARGO CLA
VENDOR SET: 01 City of Johnston
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-109-4748657-710902 | | AMAZON.COM | 21.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | TELECOM SWITCH | | 010 5.150.63110 | MAINT. BUILDINGS & GROUN | 10.50 |
| | | TELECOM SWITCH | | 010 5.160.63110 | MAINT. BUILDINGS & GROUN | 10.50 |
| I-11133753 | | ENGINEER SUPPLY | 130.24 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CROME RACKS FOR POSTERS | | 010 5.430.65160 | OFFICE SUPPLIES | 130.24 |
| I-115212 | | CHARLES GABUS FORD | 105.99 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | VAN RENT-CHIEF CANDIDATES TOUR | | 010 5.110.64205 | MISCELLANEOUS SERVICE | 105.99 |
| I-12324671,12329375 | | BROWNELLS | 1,095.64 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | GUN SAFE W/ ATTACHMENTS | | 010 5.110.65140 | MINOR EQUIPMENT | 1,095.64 |
| I-1289211 | | MIDLAND PLASTICS | 185.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | ZOETROPE FOR DISPLAY | | 010 5.410.65136 | MISC. OPERATING SUPPLIES | 185.00 |
| I-136592 | | BELSON OUTDOORS | 357.93 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DOG LITTER BAG DISPENSER/BAGS | | 010 5.430.65120 | BLDG & GROUNDS SUPPLIES | 357.93 |
| I-1618 | | AMERICAN PUBLIC WORKS ASSOC. | 600.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | 2016 SNOW CONF. REGISTRATION | | 140 5.210.62110 | DUES, SUBSCRIPTIONS | 600.00 |
| I-16974 | | PADLOCK OUTLET | 231.31 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | COMBINATION PADLOCKS-LOCKER RM | | 010 5.110.65120 | BLDG & GROUNDS SUPPLIES | 231.31 |
| I-201186244 | | SNAP ON EQUIPMENT | 143.65 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PARTS FOR HOIST AT SHOP | | 140 5.210.65124 | EQUIPMENT SUPPLIES | 143.65 |
| I-201604081921 | | IOWA SOCIETY OF CPA | 285.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | IA AUDITORS GOVT. MTG. REGISTR | | 601 5.810.62300 | TRAINING | 95.00 |
| | | IA AUDITORS GOVT. MTG. REGISTR | | 631 5.815.62300 | TRAINING | 95.00 |
| | | IA AUDITORS GOVT. MTG. REGISTR | | 010 5.621.62300 | TRAINING | 95.00 |
| I-201604081922 | | CHILI'S | 13.34 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | METRO FINANCE MTG. MEAL | | 010 5.621.62400 | TRAVEL | 13.34 |

PACKET: 05003 4/11/2016 WELLS FARGO CLA
VENDOR SET: 01 City of Johnston
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-201604081923 | | WINDSTREAM | 179.34 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PHONE SERVICES-CROWN POINT | | 010 5.430.64290 | TELECOMMUNICATIONS | 179.34 |
| I-201604081924 | | OLIVE GARDEN | 19.81 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | COMMERCE BANK MTG. MEAL | | 010 5.615.62300 | TRAINING | 19.81 |
| I-201604081925 | | US POST OFFICE | 78.40 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | STAMPS- TERRA LAKE FUND RAISER | | 010 5.430.65160 | OFFICE SUPPLIES | 78.40 |
| I-201604081926 | | WALGREEN'S | 10.59 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | OFFICE SUPPLY - STYLUS | | 010 5.535.65160 | OFFICE SUPPLIES | 10.59 |
| I-201604081927 | | HY-VEE | 7.99 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | REFRESHMENTS FOR SENIOR NIGHT | | 170 5.440.65136 | SENIOR CITIZENS SUPPLIES | 7.99 |
| I-201604081928 | | HY-VEE | 8.44 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SUPPLIES FOR SENIOR NIGHT | | 170 5.440.65136 | SENIOR CITIZENS SUPPLIES | 8.44 |
| I-201604081929 | | HOME DEPOT | 34.99 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PORTABLE AIR TANK | | 010 5.430.65140 | MINOR EQUIPMENT | 34.99 |
| I-201604081930 | | PC PRINT CENTER | 37.44 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PRINT PLEDGE CARDS-TERRA LAKE | | 010 5.430.65160 | OFFICE SUPPLIES | 37.44 |
| I-201604081931 | | GATHR FILMS | 23.30 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DOMESTICVIOLENCE TRAINING FILM | | 010 5.110.62300 | TRAINING | 23.30 |
| I-201604081932 | | MICHAELS | 508.74 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | FRAMES FOR PSB - CODE 411 PROG | | 010 5.110.65140 | MINOR EQUIPMENT | 508.74 |
| I-201604081933 | | MICHAELS | 305.33 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | FRAMES FOR PSB-CODE 411 PROG. | | 010 5.110.65140 | MINOR EQUIPMENT | 305.33 |
| I-201604081934 | | WALGREENS | 11.64 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | MOUNTING TAPE, OFFICE SUPPLIES | | 010 5.110.65160 | OFFICE SUPPLIES | 11.64 |

PACKET: 05003 4/11/2016 WELLS FARGO CLA
VENDOR SET: 01 City of Johnston
SEQUENCE : ALPHABETIC
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| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-201604081936 | | VARIOUS VENDORS- OUT OF STATE | 1,113.54 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | ICC TRAINING/CLASS MEALS | | 010 5.535.62400 | TRAVEL | 180.68 |
| | | ICC TRAINING/CLASS - CAB FARES | | 010 5.535.62400 | TRAVEL | 151.70 |
| | | ICC TRAINING/CLASS - LODGING | | 010 5.535.62400 | TRAVEL | 781.16 |
| I-201604081938 | | HOME DEPOT | 269.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DEHUMIDIFER- 86TH BOOSTER STAT | | 601 5.810.65140 | MINOR EQUIPMENT | 269.00 |
| I-201604081939 | | HOME DEPOT | 62.86 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | 12' FORM BOARDS | | 140 5.210.65154 | STREET MAINT. SUPPLIES | 62.86 |
| I-201604081940 | | HOME DEPOT | 15.87 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | "NEVER WET" FOR FLOAT TREES | | 631 5.815.65121 | SEWER LINE MTC-GRINDER T | 15.87 |
| I-201604081941 | | HY-VEE | 16.95 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | WATER SAMPLE BOTTLES | | 601 5.810.65136 | MISCELLANEOUS SUPPLIES | 16.95 |
| I-201604081942 | | WALMART - GRIMES | 16.93 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | GOLF BALLS/GLUE HYD MTR SAFETY | | 601 5.810.65154 | DIST SUPPLIES-FIRE HYDRA | 16.93 |
| I-201604081943 | | BOMGAARS | 35.94 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | LIME FOR CRACK SEALING | | 140 5.210.65154 | STREET MAINT. SUPPLIES | 35.94 |
| I-201604081944 | | BOMGAARS | 47.99 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | OVERSHOES | | 140 5.210.65171 | SAFETY SUPPLIES | 47.99 |
| I-201604081945 | | TARGET | 80.20 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | BREAKROOM SUPPLIES | | 140 5.210.65136 | MISCELLANEOUS SUPPLIES | 49.97 |
| | | CELL PHONE CASE | | 010 5.210.65136 | MISCELLANEOUS SUPPLIES | 30.23 |
| I-201604081946 | | JOHNSTON ACE HARDWARE | 5.99 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | LIGHT BULBS - WTR/SWR DEPT. | | 601 5.810.65136 | MISCELLANEOUS SUPPLIES | 3.00 |
| | | LIGHT BULBS - WTR/SWR DEPT. | | 631 5.815.65136 | MISCELLANEOUS SUPPLIES | 2.99 |
| I-201604081947 | | US POST OFFICE | 6.74 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CERTIFIED LETTER CHARGES | | 010 5.210.65180 | POSTAGE & SHIPPING | 6.74 |

PACKET: 05003 4/11/2016 WELLS FARGO CLA
VENDOR SET: 01 City of Johnston
SEQUENCE : ALPHABETIC
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| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-201604111948 | | PORTABLE AIR TANK | 34.99 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PORTABLE AIR TANK | | 140 5.210.65140 | MINOR EQUIPMENT | 34.99 |
| I-201604111949 | | BOMGAARS | 37.29 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SWEEPING COMPOUND-SHOP FLOOR | | 140 5.210.65136 | MISCELLANEOUS SUPPLIES | 37.29 |
| I-201604111950 | | WALMART.COM | 164.87 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | TENNIS NETS FOR COURTS-CP | | 010 5.435.65120 | BLDG & GROUNDS SUPPLIES | 164.87 |
| I-201604111951 | | PC PRINT CENTER | 59.63 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PRINTING-TERRA LK PLEDGE CARDS | | 010 5.430.64170 | CONSULTANT | 59.63 |
| I-201604111952 | | MEDIACOM | 65.25 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | INTERNET SERVICES - STAT. 40 | | 010 5.150.64303 | INTERNET SERVICES | 32.63 |
| | | INTERNET SERVICES - STAT. 40 | | 010 5.160.64303 | INTERNET SERVICES | 32.62 |
| I-201604111953 | | STAPLES | 6.88 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | NAME TAGS | | 010 5.615.65160 | OFFICE SUPPLIES | 6.88 |
| I-201604111954 | | 123RF.COM | 59.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | GRAPHIC DESIGN IMAGES SUBSCRIP | | 010 5.410.65304 | ADULT PROGRAM SUPPLIES | 59.00 |
| I-201604111955 | | HOBBY LOBBY | 13.75 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PAPER FOR ADULT PROGRAMS | | 010 5.410.65304 | ADULT PROGRAM SUPPLIES | 13.75 |
| I-201604111956 | | GUSTO PIZZA CO. | 21.08 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SNACKS FOR BOOK CLUB | | 010 5.410.65304 | ADULT PROGRAM SUPPLIES | 21.08 |
| I-201604111957 | | THE LEARNING POST | 7.77 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PAPER FOR KIDS CRAFTS | | 010 5.410.65302 | CHILDRENS PROGRAM SUPPLI | 7.77 |
| I-201604111958 | | HY-VEE STORE- JOHNSTON | 66.19 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CHILDREN'S PROGRAM SUPPLIES | | 010 5.410.65302 | CHILDRENS PROGRAM SUPPLI | 66.19 |
| I-201604111959 | | WALGREENS & DOLLAR TREE | 17.18 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | WALGREENS & DOLLAR TREE | | 010 5.410.65302 | CHILDRENS PROGRAM SUPPLI | 17.18 |

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| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-201604111960 | | HY-VEE - JOHNSTON STORE | 42.67 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | REFRESHMENTS-SPRING BREAK PROG | | 010 5.410.65302 | CHILDRENS PROGRAM SUPPLI | 42.67 |
| I-201604111961 | | HEALTH MAGAZINE | 18.97 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | HEALTH MAGAZINE SUBSCRIPTION | | 010 5.410.65322 | PERIODICALS, NEWSPAPERS | 18.97 |
| I-201604111962 | | MAGAZINELINE | 54.97 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | VARIOUS MAGAZINE SUBSCRIPTIONS | | 010 5.410.65322 | PERIODICALS, NEWSPAPERS | 54.97 |
| I-201604111963 | | AUDIOFILE MAGAZINE | 14.95 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | AUDIOFILE MAGAZINE SUBSCRIPTIO | | 010 5.410.65322 | PERIODICALS, NEWSPAPERS | 14.95 |
| I-201604111964 | | MAKE MAGAZINE | 34.95 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | MAKE MAGAZINE SUBSCRIPTION | | 010 5.410.65322 | PERIODICALS, NEWSPAPERS | 34.95 |
| I-201604111965 | | HOBBY LOBBY | 82.49 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | YARN FOR SENIOR SEWING GROUP | | 170 5.440.65136 | SENIOR CITIZENS SUPPLIES | 82.49 |
| I-201604121966 | | OFFICE DEPOT | 37.48 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | LANDSCAPE DRAWING TOOLS | | 010 5.430.65136 | MISCELLANEOUS SUPPLIES | 37.48 |
| I-201604121967 | | ARBOR DAY FOUNDATION | 35.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | ARBOR DAY FOUNDATION DUES | | 010 5.430.62110 | DUES, SUBSCRIPTIONS | 35.00 |
| I-201604121968 | | SARAHS HALLMARK | 9.52 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SYMPATHY CARDS | | 010 5.430.65136 | MISCELLANEOUS SUPPLIES | 9.52 |
| I-201604121969 | | HY-VEE, INC - JOHNSTON STORE | 61.41 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | MEMORIAL FLOWERS-BRAUCKMAN MOM | | 010 5.430.65136 | MISCELLANEOUS SUPPLIES | 61.41 |
| I-201604121970 | | VARIOUS VENDORS-TRAVEL/TRAINI | 1,191.29 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | MEALS & LODGING FOR TRAINING | | 601 5.810.62400 | TRAVEL | 1,191.29 |
| I-201604121971 | | MISTER CAR WASH | 45.57 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | VEHICLE DETAIL AND WASH | | 010 5.535.65142 | VEHICLE MAINT. SUPPLIES | 45.57 |

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| --------ID-------- POST DATE | BANK CODE | ---------DESCRIPTION--------- | GROSS DISCOUNT | P.O. # G/L ACCOUNT | ------ACCOUNT NAME------ | DISTRIBUTION |
|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-201604121972 | | CONSUMER REPORTS | 30.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CONSUMER REPORTS SUBSCRIPTION | | 010 5.410.65322 | PERIODICALS, NEWSPAPERS | 30.00 |
| I-201604121973 | | TING.COM | 6.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | INTERNET HOT SPOT | | 010 5.410.64303 | INTERNET SERVICES | 6.00 |
| I-201604121974 | | IKHMOH | 602.20 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | AIRFARE FOR LIBRARY CONF. | | 010 5.410.62400 | TRAVEL | 602.20 |
| I-201604121975 | | WALMART, HOME DEPOT & NOBBIES | 160.55 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SUPPLIES-KITE WORKSHOPS | | 010 5.430.65127 | KITES ON THE GREENS SUPP | 160.55 |
| I-20165035 | | METRO WASTE AUTHORITY | 33.53 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DISPOSAL OF DEAD DEER | | 010 5.190.64236 | ANIMAL REMOVAL/DISPOSAL | 33.53 |
| I-218726068 | | WINDSTREAM | 1,480.98 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | INTERNET SERVICES | | 010 5.110.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 010 5.150.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 010 5.160.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 010 5.210.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 010 5.410.64303 | INTERNET SERVICES | 113.92 |
| | | INTERNET SERVICES | | 010 5.430.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 010 5.535.64303 | INTERNET SERVICES | 113.90 |
| | | INTERNET SERVICES | | 010 5.540.64303 | INTERNET SERVICES | 113.90 |
| | | INTERNET SERVICES | | 010 5.615.64303 | INTERNET SERVICES | 113.90 |
| | | INTERNET SERVICES | | 010 5.619.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 010 5.621.64303 | INTERNET SERVICES | 113.92 |
| | | INTERNET SERVICES | | 601 5.810.64303 | INTERNET SERVICES | 113.93 |
| | | INTERNET SERVICES | | 631 5.815.64303 | INTERNET SERVICES | 113.93 |
| I-218726456 | | WINDSTREAM | 176.57 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PHONE SERVICE - CROWN POINT | | 010 5.430.64290 | TELECOMMUNICATIONS | 176.57 |
| I-2388267-0516-8 | | WASTE MANAGEMENT | 49.65 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | TRASH COLLECTION - PARKS SHOP | | 010 5.430.63250 | TRASH | 49.65 |
| I-2388268-0516-6 | | WASTE MANAGEMENT | 228.20 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | TRASH COLLECTION - THE BARN | | 010 5.433.63250 | TRASH,RECYCLING | 228.20 |

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|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-250339-0516-5 | | WASTE MANAGEMENT | 40,950.70 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CITY WIDE TRASH COLLECTION | | 010 5.290.64289 | GARBAGE PICK-UP | 40,950.70 |
| I-252078732 | | MICRON CONSUMER PRODUCTS | 163.72 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | HARDRIVE- WILWERDING LAPTOP | | 010 5.615.67180 | I.T. HARDWARE/SOFTWARE | 163.72 |
| I-287253616990128201 | | AT & T | 1,561.66 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CELL PHONE SERVICES-PUBLIC WKS | | 010 5.210.64290 | TELECOMMUNICATIONS | 887.40 |
| | | CELL PHONE SERVICES-PUBLIC WKS | | 601 5.810.64290 | TELECOMMUNICATIONS | 337.13 |
| | | CELL PHONE SERVICES-PUBLIC WKS | | 631 5.815.64290 | TELECOMMUNICATIONS | 337.13 |
| I-287266261202282016 | | AT & T | 399.04 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CELL PHONE SERVICES-PRKS DEPT. | | 010 5.430.64290 | TELECOMMUNICATIONS | 399.04 |
| I-30729582 | | METRO WASTE AUTHORITY | 152.24 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DISPOSAL-STR. SWEEPING DEBRIS | | 140 5.210.64205 | MISCELLANEOUS SERVICE | 152.24 |
| I-30729625 | | METRO WASTE AUTHORITY | 230.90 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DISPOSAL-STR. SWEEPING DEBRIS | | 140 5.210.64205 | MISCELLANEOUS SERVICE | 230.90 |
| I-30732393 | | METRO WASTE AUTHORITY | 229.38 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | DISPOSAL-STR. SWEEPING DEBRIS | | 140 5.210.64205 | MISCELLANEOUS SERVICE | 229.38 |
| I-34761 | | NORTHERN TOOL | 179.96 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | TRAILER TIRES | | 140 5.210.65124 | EQUIPMENT SUPPLIES | 179.96 |
| I-369841126 | | DMACC - ANKENY | 20.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CHEMICAL APPLICATION TEST FEE | | 010 5.430.62300 | TRAINING | 20.00 |
| I-370719 | | LABELVALUE.COM | 20.93 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | BOOK & AV PROCESSING LABELS | | 010 5.410.65300 | PROCESSING SUPPLIES | 20.93 |
| I-3767 | | IA LEAGUE OF CITIES | 125.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | IMFOA SPRING CONG. REGISTRATIO | | 010 5.619.62300 | TRAINING | 125.00 |

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|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-506635 | | BUSINESS RECORD | 30.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | COMMERCIAL REAL ESTATE FORUM | | 010 5.540.62300 | TRAINING | 30.00 |
| I-5122023 | | ACCUCUT EDUCATION | 59.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | KITE DIECUTS | | 010 5.410.65302 | CHILDRENS PROGRAM SUPPLI | 59.00 |
| I-55227 | | IOWA STATE TRAINING CENTER | 270.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | WORK ZONE SAFETY WORKSHOP | | 140 5.210.62300 | TRAINING | 270.00 |
| I-55231 | | IOWA STATE EDUCATION CENTER | 540.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | WORK ZONE SAFETY WORKSHOP REGI | | 140 5.210.62300 | TRAINING | 540.00 |
| I-58794 | | IA STATE UNIVERSITY | 290.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CAFR TRAINING - BRETT KLEIN | | 010 5.621.62300 | TRAINING | 96.66 |
| | | CAFR TRAINING - BRETT KLEIN | | 601 5.810.62300 | TRAINING | 96.67 |
| | | CAFR TRAINING - BRETT KLEIN | | 631 5.815.62300 | TRAINING | 96.67 |
| I-59721005 | | KRYGER GLASS | 35.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | WINDSHIELD REPAIR | | 010 5.430.64205 | MISCELLANEOUS SERVICE | 35.00 |
| I-6031960171276-60-1 | | WENT TO WORK, INC | 315.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SCHEDULING SOFTWARE RENEWA | | 010 5.410.65162 | COMPUTER SOFTWARE | 315.00 |
| I-69075 | | JOHNSTON ACE HARDWARE | 10.58 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | BRACE FOR GUN SAFE | | 010 5.110.65120 | BLDG & GROUNDS SUPPLIES | 10.58 |
| I-70006690 | | METRO WASTE AUTHORITY | 16,325.77 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | MONTHLY CURB-IT FEE | | 010 5.290.64222 | MET WASTE,CURB-IT,TAX LE | 16,325.77 |
| I-7153434571-0000002 | | STAPLES | 42.95 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PENS & FOAM CUPS | | 010 5.615.65160 | OFFICE SUPPLIES | 42.95 |
| I-7153434571-00002 | | STAPLES | 9.19 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | USB ADAPTER | | 010 5.535.65160 | OFFICE SUPPLIES | 9.19 |

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|---|---|---|---|---|---|---|
| 01-1070 WELLS FARGO | | ( ** CONTINUED ** ) | | | | |
| I-72438 | | JOHNSTON ACE HARDWARE | 19.06 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CLEANING SUPPLIES-PATROL CARS | | 010 5.110.65142 | VEHICLE MAINT. SUPPLIES | 19.06 |
| I-83464590 | | NEBRASKA FURNITURE | 626.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | NEW OVEN RANGE HOOD- ST. 40 | | 010 5.150.63110 | MAINT. BUILDINGS & GROUN | 626.00 |
| I-83992293 | | NEBRASKA FURNITURE | 225.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | EXT. FOR NEW RANGE HOOD- ST.40 | | 010 5.150.63110 | MAINT. BUILDINGS & GROUN | 112.50 |
| | | EXT. FOR NEW RANGE HOOD- ST.40 | | 010 5.160.63110 | MAINT. BUILDINGS & GROUN | 112.50 |
| I-860911 | | FACTORY DIRECT CRAFT SUPPLY | 189.90 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SUPPLIES FOR SENIOR CRAFTS | | 170 5.440.65136 | SENIOR CITIZENS SUPPLIES | 189.90 |
| I-905080436276313- | | FACEBOOK | 28.47 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PROGRAM ADS | | 010 5.410.64120 | ADS & LEGAL PUBLICATIONS | 28.47 |
| I-AQOPDOBE1E13 | | INTERNATION CODE COUNCIL | 55.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | MEMBERSHIP DUES | | 010 5.535.62110 | DUES, SUBSCRIPTIONS | 55.00 |
| I-BBY01-783398103153 | | BESTBUY.COM | 349.79 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | TV FOR ARCHIVE ROOM | | 010 5.410.67250 | OFFICE EQUIPMENT | 349.79 |
| I-F3N7NNGVFC5 | | AMERICAN PUBLIC WORKS ASSOC. | 235.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | 2016 SPRING CONF. REGISTRATION | | 140 5.210.62110 | DUES, SUBSCRIPTIONS | 235.00 |
| I-FJNH2KW6TQF | | AMERICAN PUBLIC WORKS ASSOC. | 235.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | 2016 APWA SPRING CONF. REGISTR | | 140 5.210.62110 | DUES, SUBSCRIPTIONS | 235.00 |
| I-IOWASNG003319909 | | IA DEPT. OF PUBLIC SAFETY | 200.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | BACKGROUND CHECK FEES | | 010 5.615.64205 | MISCELLANEOUS SERVICE | 200.00 |
| I-IVIP9044543 | | ENVATO MARKET | 21.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | PLUGIN FOR NEW LIBRARY WESITE | | 010 5.410.65162 | COMPUTER SOFTWARE | 21.00 |
| I-S1779612.002 | | ALLEGIS CORP. | 71.35 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | SHOCKS FOR CABINET DOORS | | 010 5.150.65142 | VEHICLE MAINT. SUPPLIES | 35.68 |
| | | SHOCKS FOR CABINET DOORS | | 010 5.160.65142 | VEHICLE MAINT. SUPPLIES | 35.67 |

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|---|---|---|---|---|---|---|
| 01-1070 | WELLS FARGO | ( ** CONTINUED ** ) | | | | |
| I-S1779612.002.2 | | ALLEGIS CORP. | 15.16 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | FREIGHT CHARGES FOR SHOCKS | | 010 5.150.65142 | VEHICLE MAINT. SUPPLIES | 7.58 |
| | | FREIGHT CHARGES FOR SHOCKS | | 010 5.160.65142 | VEHICLE MAINT. SUPPLIES | 7.58 |
| I-S9131740.001 | | VAN METER INDUSTRIAL | 360.00 | | | |
| 4/11/2016 | AP | DUE: 4/11/2016 DISC: 4/11/2016 | | 1099: N | | |
| | | CEU'S & TRAINING-ELE. LICENSE | | 601 5.810.62110 | DUES, SUBSCRIPTIONS | 360.00 |
| | | === VENDOR TOTALS === | 78,092.16 | | | |
| | | === PACKET TOTALS === | 78,092.16 | | | |