JOHNSTON CITY COUNCIL
Worksession No. 16-10
Johnston City Hall, 6221 Merle Hay Road
May 2, 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 OPTIONS FOR THE COLLECTION AND DISPOSAL OF YARD WASTE

5. SUMMARY AND PROPOSED UPDATES TO THE ECONOMIC DEVELOPMENT PLAN AND STAFFING

Posted on April 29, 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
AGENDA COMMUNICATION
May 2, 2016

SUBJECT: Discuss options for the collection and disposal of yard waste	ACTION REQUIRED: ___ Ordinance ___ Resolution ___ Approval ___ Receive/File ___ Attorney Review

JPS

SYNOPSIS

In 1998 yard waste was taken out of the solid waste stream. Since that time residents that don't compost their own material can dispose of yard waste through the Metro Waste Authority 'Compost It' program. Participants use special bags, stickers, containers or bundle their organic material for weekly collection from March through October. The collected material generates compost that can be used for a variety of purposes such as gardening, establishing and nourishing lawns, weed control, potting soil, mulch and planting trees and shrubs.

Legislation approved in 2015 allows landfills that meet certain criteria to accept yard waste into the waste stream. The decomposing process of the organic material generates methane gas that can be used to generate electricity.

The Metro Waste Authority is considering options of how to manage yard waste in the metro area. One option being considered is to continue with the yard waste collection program, another option is to allow the organic material to be collected with the trash and deposited in the landfill.

Representatives from the Metro Waste Authority attended the March 7th work session and provided the City Council with information regarding the options that are being considered. Attached is a copy of the PowerPoint that was presented at the work session.

Members of the City Council had several questions regarding the yard waste program. Below are the answers provided Metro Waste Authority:

Councils. I don't know how to weigh the financial costs against the environmental impacts. That's largely what makes this such a philosophical discussion/decision.

4. What is the efficiency of their methane recovery system. Are there any estimates on how much additional methane would be produced if yard waste is put into the landfill and what that equates to in electricity production?

Answer: Metro Park East Landfill's collection system captures about 80% of the recoverable methane and landfill gas. This does not mean 20% is emitted, since a significant percentage of uncollected methane is oxidized as it passes through the cover soils. We conservatively assumed 10% oxidation of uncollected methane in the report, which is probably a low estimate, given recent research on methane oxidation rates.

The inclusion of yard waste in the landfill will increase methane, so it is estimated that there would be a 3% increase in electricity generated, which equates to powering an additional 325 homes in Central Iowa.

Attached is an email from resident Virginia Soelberg which includes her comments prior to the March 7th meeting and an additional comment for the council to consider.

Metro Waste Authority is asking member communities to provide feedback regarding the direction they would prefer regarding the collection and treatment of yard waste.
Which of the following options would the City Council prefer?

1. Continue to separate yard waste from the waste stream, collect it separately and use it to create compost.
2. Allow yard waste to be collected in the waste stream and deposited in the landfill

FISCAL IMPACT

RECOMMENDATION

Yard Waste Collection from the Curb

Separate vs. Comingle

Winter 2015-16

City Meetings

Background

- 2003: The initial legislation for comingled yard waste was purposed and passed, but vetoed by Gov. Vilsack.
  - Fugitive emissions were a major concern.
- 2008: Regulatory paradigm for landfill management shifted from diversion to a holistic approach of environmental protection, a.k.a. Environmental Management System (EMS)
- Landfills required to continuously improve in areas of recycling, hazardous waste, water quality, **greenhouse gas reduction**, **yard waste management** and environmental education.
- Major improvement: Focus on operations, materials and systems causing most environmental harm; e.g., household hazardous waste: very low tonnage but extremely high toxicity.

Re-examining Our Approach

- EMS changes how we approach landfill management. How we operated under diversion might not be best for the environment.
  - EMS means we challenge assumptions.
- Efficiencies and technology of gas collection systems have improved.
  - Capture rates have increased, emissions have reduced.
- We ask again: *What is the best way to manage yard waste from the curb?* Separate collection OR comingling yard waste and garbage.

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

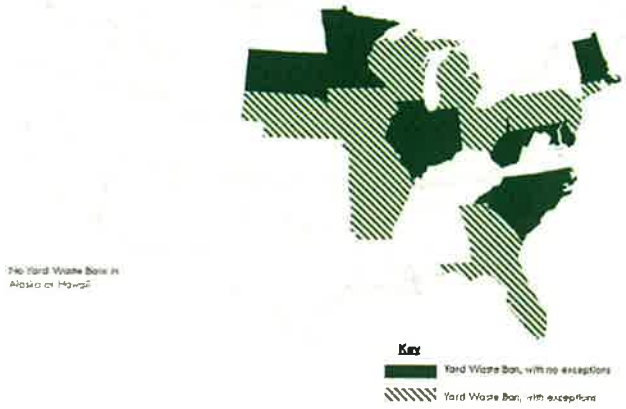
Information Learned

- Legislation passed allowing landfills with gas collection systems generating renewable energy to accept yard waste; Law effective July 1, 2015.
- Gathered information from: environmental studies, public opinion research and cost analysis. We continue to learn more.
- Haulers are willing to amend their solid waste contracts to provide comingled collection.
- Board set policy: no change in collection in 2016.
- If a transition occurs, all communities making it together will ensure the greatest success.

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Yard Waste Management in Other States

Only 22 states have full or partial landfill bans



- Before IA, GA & FL passed similar legislation allowing exceptions to yard waste ban.
- Just like Iowa, only landfills with gas-to-energy systems are eligible.

In process of contacting GA, FL, OK, and NE learn where switches occurred and what was learned through the process.

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Environmental Impact Comparison

Two studies conclude there is an environmental benefit to comingling yard waste at the curb:

- City of Des Moines contracted Sebesta Blomberg & Associates, Inc – 2008
- Metro Waste Authority contracted SCS Engineers – 2015

Separate Collection	Comingled Collection
Creates a natural soil amendment	Creates electricity
Requires a third, separate fleet of collection trucks	Reduction in trucks reduces greenhouse gas emissions by 11 percent annually
Doesn't consume additional landfill space	Anticipated decrease life of landfill by 15 months (2066 vs. 2067)

11% annual reduction in green house emissions

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Environmental Impact

Regardless of how yard waste is collected from the curb, MWA will:

- Continue to compost green waste at Metro Park East Landfill
  - Green waste comes from businesses, landscapers, and residents who self-haul.
  - Compost is used for cover and landscaping at the landfill.
  - Compost will remain for sale in bulk quantities.
- Continue promotion of backyard composting and mulching grass clippings.
  - Composting without transportation is the most environmentally beneficial method to manage green waste.

Are residents landfilling yard waste today? Yes

- 19,800 tons of yard waste per year

(2011 Iowa Statewide Waste Characterization Study)

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

How Would Comingle Collection Work?

- Solid waste collection is already set up to include yard waste – and to do it year round.
- Treat yard waste the same as garbage. Follow these steps:

STEP 1: First, fill your garbage cart with garbage and yard waste.

STEP 2: Garbage cart full? Have extra garbage or yard waste? Bag it, box it or bind it and attach a **$1 Extra Trash Pick Up sticker.**

OPTIONAL: Garbage cart routinely full? Consider a second garbage cart.

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Public Opinion

Two studies conclude a majority of residents are in favor of comingling yard waste with garbage at the curb:

- Metro Waste Authority contracted Flynn Wright – 2015
  - 84% of survey responders prefer the comingled collection option.
  - 44% of survey responders put yard waste in the garbage or burn it currently.
- City of Des Moines conducted a survey – 2015
  - 72% of survey responders prefer the comingled collection option.
  - 35% of survey responders do not use the Compost It! program.

Separate Collection	Comingled Collection
Preference for composting	Convenient
Perception its better for environment	Year-round collection
	Input for renewable energy
	Perception its better for environment

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Public Education

Survey results will help direct public education. Provided insight into:

- Appropriate level of information
- Common questions
- Confusing terminology
- Residents care about convenience, cost and environmental impacts

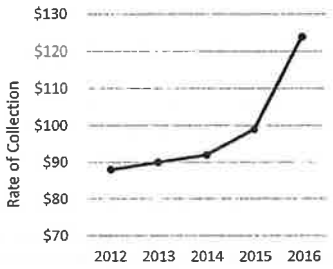
Comingle collection could create consistent education throughout the Metro

Rollout a complete communication plan including, but not limited to:

Instructional video – commercial, YouTube use, etc
TV, Radio, Newspaper
City & MWA website
MWA e-newsletter, email
City & MWA social media

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Financial Comparison



Compost It! program costs are rising:

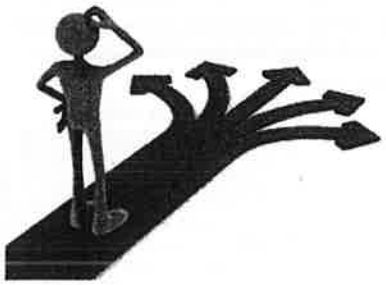
- Increasing rates to collect yard waste.
- Substantial financial investments required to maintain a facility to keep yard waste separate.
- Current model doesn't cover collection and processing costs.
- About 33% of residents surveyed admitted to using their garbage cart to dispose of yard waste.

	Separate Collection	Comingled collection
	"Pay as you throw" system Pay for what is collected outside cart.	Partial "Pay as you throw" Flat fee + what is outside cart (like garbage).
	Johnston Rates	
Yard Waste Bags	Avg. resident uses 10 bags/yr - $12.50 for stickers	$8.52/yr + extra trash
Yard Waste Cart	$105/yr + $53 cart cost	$93/yr ($7.75/mo)

METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Next Steps

- Collect feedback from City Councils
- Board will determine path forward



METRO WASTE AUTHORITY – WE KNOW WHERE IT SHOULD GO

Jim Sanders

From: Virginia Soelberg [soelbergg@gmail.com]
Sent: Wednesday, April 27, 2016 12:19 PM
To: Jim Sanders
Subject: Fwd: Concerns about Waste Management

Jim,

Thanks for offering to resent my comments. My number one additional suggestion would be for the MPO to postpone a decision until after the new MWA director is hired. Producing methane instead of compost is too significant a decision to make without the new director's input. And I saw that the former director was quoted as "hoping it reduces costs." That doesn't assure me that co-mingling is a good choice.

vs

---------- Forwarded message ----------
From: **Virginia Soelberg** <soelbergg@gmail.com>
Date: Monday, March 7, 2016
Subject: Concerns about Waste Management
To: PSD@nyemaster.com, Gerd Clabaugh <gerdclabaugh@msn.com>, D Llindy <david@thelindemans.com>, Matt Brown <Brown4johnston@gmail.com>, TOM COPE <tomwcope@msn.com>, JohnT-CofJ@q.com, Jim Sanders <jsanders@cityofjohnston.com>

Since tonight's presentation is at a work session, I'm sending my comments now. I think there are real questions and concerns about the possibility of sending yard waste to the landfill.

Thanks
vs

An end to composting?

> A new state law paves the way for Metro Waste Authority to be allowed to revamp waste collection by allowing yard clippings to be added to the garbage cart and sent to the landfill, and also shutting down its composting facility in Des Moines.

I am opposed to the inclusion of yard materials in with garbage, sending it all to the landfill. One can find differing opinions, but it seems clear that using yard waste to produce compost, a very valuable and important landscaping material, is a better alternative than landfilling the yard waste to produce methane, a very potent greenhouse gas. Metro Waste does capture and use some of the methane to produce electricity, but methane capture from landfills varies from 30-90%; the rate would certainly impact results. It does seem clear that the (aerobic) composting process for organic matter produces little or no methane whereas land filling organic matter does (anaerobically) produce significant amounts of methane.

Compost has many benefits:

Compost helps cleanup (remediate) contaminated soil. It enriches and regenerates soil, creating nutrient-filled organic matter which also helps soil retain moisture.

Compost has the ability to prevent pollutants in stormwater runoff from reaching surface water resources. Compost has also been shown to prevent erosion and silting on landscapes

Using compost can reduce the need for water, fertilizers, and pesticides. It serves as a marketable commodity.

Composting also extends municipal landfill life by diverting organic materials from landfills, so less of Iowa's prime agricultural land is lost and transportation distances are not increased as new space is used.

Compost is valuable! Compost is used locally by the Soil and Water Conservation District and on Stormwater Management projects, by nurseries, landscapers, homeowners, home and garden stores, by Watershed Improvement projects, cities, counties, and the DOT. And these providers produce jobs four times the rate as composting rather than landfilling.

The MWA had a survey done: their goal was to "educate" for change (eliminating composting yard waste.) I would not take the purported results very seriously. The reported result was that most users felt it would be more "convenient" to co-mingle yard waste and garbage. However, convenience doesn't make it the right thing to do. Easier, perhaps, but not better. The report from the survey also characterized opposition to composting yard waste as a "perception" that it was better for the environment. Just their "impression," or valid? There also seemed to be confusion in responders. They liked the convenience of co-mingling, AND they saw it was "adding nutrients to the soil."

Has the WMA looked at other scenarios? Perhaps better marketing of compost? (Their website does clearly explain the benefits of compost.) There is a great need for the use of compost in improving soils. A more efficient hauling system? Other means to avoid the landfill?

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Virginia Soelberg
Johnston, IA

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Virginia Soelberg
Johnston, IA

WS5

Johnston
COMMUNITY DEVELOPMENT

MEMORANDUM

City of Johnston, Iowa

DATE: April 25, 2016

TO: Economic Development Council Subcommittee

FROM: David R. Wilwerding, Jim Sanders and Emily Price

RE: Summary and proposed updates to the Economic Development Plan and staffing

During the 2015 Goal Setting process, the City Council's highest priority stated the following: "Establish economic development plan/policies and discuss future goals and initiatives, duties, responsibilities and marketing." To that end, staff has been working on the development of an economic development plan and researching industry standards related to economic development efforts for cities within the Des Moines metro area. With the 2016 Goal Setting report, the City Council's highest priority stated the following: "Create an economic development department."

The Ad Hoc Economic Development Committee met on March 28, 2016 to review the draft Economic Development plan, proposed staff and budget. Following is a summary of their recommendations

Economic Development Staffing

The top three economic development factors that impact a business' decision to locate or expand in a certain location are regulations governing the proposed development, infrastructure to support the growth and the incentive package offered to the business. Since all three of these factors are controlled by the City, it makes sense that the City employ economic development staff that can coordinate the City's efforts and be accountable to the City Council in their economic development efforts.

The committee supports the need to hire an Economic Development Manager to expand the City's economic development efforts. The person hired for this position must have experience and expertise and the vision to implement the economic development plan while looking out for the best interests of the City. They will be held accountable for the City's economic development efforts. The Economic Development Council will provide guidance and direction for this position. A draft job description is attached.

Areas of focus for the manager include the Merle Hay Road Gateway, the vision for the NW area expansion and making sure areas of our community remain economically viable (NW 86th Street, north of Interstate 35/80).

The manager will also be responsible for researching and making recommendations on economic development tools the City can use to remain competitive regarding our economic development efforts.

Staff's original recommendation included the creation of a Communications Specialist. This position would assist the Economic Development Manager and Communications Manager with public communications with an emphasis on economic development. It was anticipated this position would have a strong emphasis on graphic design and website development to complement the skills of existing staff and would handle communications/marketing efforts with interested developers and site selectors. The committee has determined it is too soon to create the communications position, but thinks it may be something we can grow into in the future.

The initial proposal involved the creation of two positions. Creating one position will limit what can be accomplished regarding economic development particularly strategies identified in goal #2 of the plan.

Economic Development Plan

After researching economic development plans from other cities within the state, and reviewing past and current economic development efforts and needs, staff drafted an Economic Development Plan. The draft plan outlined three primary economic development goals and included strategies and action steps to further define and provide an implementation plan for each goal. While the plan included many different economic development functions currently being performed by the City and JEDCO, it also proposed a number of action steps that significantly expand on the current economic development activity level of staff and JEDCO.

The committee recommended that Goal #1 and #2 are natural places to start to focus on policies, incentive packages and a marketing plan. They would like to see the ideas flushed out more.

The draft plan contains Goal #3 which centers on quality of life. Although the committee thought there was value in the goal, the feeling was it did not fit well into the responsibilities of an Economic Development Manager. Goal #3 remains in the plan since it helps engage many of our strong community partners in our economic development efforts and is an important marketing tool for our community. It is understood that the implementation of Goal #3 will involve leaders from our quality-of-life assets within the community working with City staff and departments such as the Communications Specialist and Park Director.

Budget

Staff prepared a budget that included estimates of the cost to fund the proposed staff and expenditures to support the implementation of the Economic Development Plan. Funding for the initiative would be from existing Tax Increment Financing (TIF) districts, which would not directly impact the general fund tax levy. Staff reviewed this proposal with Ahler's and Cooney, the City's legal counsel, who noted such an approach was within the parameters allowed by the existing TIF legislation. As the existing TIF districts expire, the TIF valuations within the districts will be added onto the property tax rolls, at which time the funding for these initiatives could be shifted to the general fund.

JEDCO

There needs to be further discussion and definition of the role of JEDCO and the City as partners in economic development. JEDCO performs an important function in promoting the interests of their members and coordinating activities and initiatives that market economic development opportunities for our community (i.e. the Development Forum and the Bus Tour). The committee does not desire to take over or duplicate the efforts and initiatives of JEDCO. The City's focus should be to build upon JEDCO's activities and enhance the community's economic development efforts.

The City's Economic Development Plan includes the creation of an Economic Development Council. The Council will consist of business leaders, real estate professionals, developers, etc. that provide guidance and direction` to the city's economic development efforts.

The JEDCO Board and Economic Development Council working together will strengthen our economic development efforts by getting more citizens and businesses involved. Representatives of the City will continue to serve as ex officio members of the JEDCO Board and members of the JEDCO Board will be invited to participate on the Economic Development Council.

Johnston Economic Development Plan
(draft 4/25/16)

Economic Development Goals

The purpose of this plan is to optimize economic development opportunities in Johnston by retaining and attracting quality commercial and residential development. The goals of the plan are to:

Goal #1 - Create a business environment that will enable Johnston businesses to thrive by maintaining and attracting a diverse mix of businesses that serve and support people that live and work in Johnston

Goal #2 - Develop and implement a marketing plan that exposes Johnston to local, regional and national business leaders

Goal #3 - Create and maintain an outstanding quality of life for residents and the business community by maximizing the historic, cultural, natural and recreational resources in the community and to create opportunities to enhance tourism

Strategies and Action Steps for Accomplishing Goals

Goal #1 - Create a business environment that will enable Johnston businesses to thrive by maintaining and attracting a diverse mix of businesses that serve and support people that live and work in Johnston

Strategies:

a) Identify strategies to create and market development ready sites to enhance attraction of business and provide an efficient development process

Action Steps:

- Work with landowners and developers to identify sites and buildings that are available for development/redevelopment. Prepare in-depth information for each development site
- Review and recommend ways to streamline the development/permitting/inspection process and standards to assure that code requirements are met while providing an effective and efficient development process
- Review the zoning ordinance, subdivision regulations, Statewide Urban Design and Specifications (SUDAS) and recommend ways to allow greater flexibility while maintaining applicable standards for Johnston
- Ensure development and permit fees adequately cover the cost of providing service and are competitive with surrounding communities

- Assure all public utilities (streets, water, sanitary sewer, storm sewer) are in place to support business and residential growth in the community
- Update the Merle Hay Road Redevelopment Plan
- Study broadband infrastructure in the community. Develop and implement a plan to improve broadband infrastructure to businesses and residential neighborhoods and obtain the designation as a certified connected community

b) Target business and industry recruitment that creates a diverse mix of businesses to lessen the economic impact during economically challenging times

Action Steps:

- Determine the types of businesses that support major businesses in Johnston and identify opportunities for them to locate on Johnston.
- Identify businesses and industries to target and develop recruitment focused on those industries
- Monitor and respond to business leads provided by the Iowa Economic Development Authority (IEDA) and the Greater Des Moines Partnership (GDMP), make contact with potential leads, and educate the leads on the advantages of locating in Johnston and make sure they are presented to property owners that have properties that meet their criteria
- Diversify the property tax base with a sustainable mix of residential, multi-residential commercial and industrial uses

c) Develop an economic development incentive package to support business retention and growth and is competitive toward attracting new business

Action Steps:

- Research and make recommendations on economic development tools the City can use to remain competitive regarding our economic development efforts
- Adopt a financial incentive policy that balances the needs of the community with the type and amount of assistance provided to businesses
- Use various communication methods to ensure existing Johnston businesses are aware of the City's economic development programs
- Communicate with businesses regarding federal, state or local financial incentives to assist businesses wishing to expand their operations
- Develop a plan/strategy to address the sunset of the Tax Increment Financing Districts

d) Establish a mix of residential alternatives that provide workforce housing for people that choose to live and work in Johnston

Action Steps:

- Create a strategy and development guidelines to encourage development of Workforce Housing
- Eliminate blighted, run down and underutilized properties
- Obtain and prepare underutilized properties for redevelopment

Goal #2 - Develop and implement a marketing plan that exposes Johnston to local, regional and national business leaders

Strategies:

a) Develop a plan/strategy to improve communication and build relationships with existing businesses such as a monthly newsletter/communication, quarterly lunches, etc.

Action Steps:

- Maintain ongoing communication with Johnston businesses by distributing an Economic Development Department monthly newsletter
- Meet periodically with press representatives (the Des Moines Register, Business Record, Johnston Living, etc.) to ensure that Johnston is receiving the press coverage for business related events and activities

b) Cultivate relationships between existing businesses and Johnston through personal contacts

Action Steps:

- Develop a business retention and expansion program to ensure regular outreach to the business community
- Identify the key contacts at Johnston businesses
- Develop a written plan/strategy indentifying how often contacts are to be made and by whom
- Ask owners and business managers about issues that create barriers to success. Work with owners and managers to develop strategies to address the barriers
- Create a survey to learn what the city is doing well and where the city can improve to support the business community

c) Develop a plan to market the assets of the community for commercial and residential growth

Action Steps:

- Market the Merle Hay Road Gateway area

- Create a weekly email to interested developers focusing on properties and space that are available in Johnston
- Develop marketing materials that provide valuable/pertinent information to business decision makers
- Create and implement a targeted marketing campaign to attract retail business to support community needs (in support of the community survey that identified a need for more retail and restaurants)
- Provide multiple avenues for accessing information on development sites and available buildings and ensure current information is maintained on sites/buildings, including maintaining the Location One Information Systems (LOIS)
- Participate in activities of the Johnston's Economic Development Corporation (JEDCO), the Iowa Economic Development Authority (IEDA), the Greater Des Moines Partnership
- Actively participate in the activities of other economic development organizations such as International Council of Shopping Centers (ICSC -to recruit retail and hospitality businesses), Professional Developers of Iowa (PDI), the Iowa Commercial Real Estate Association (ICREA) and Mid American Energy
- Reach out to regional companies that are looking to expand in central Iowa

d) Create an Economic Development Council of business, industry and community leaders across all sectors of Johnston businesses to provide direction and input on city economic development endeavors

Action Steps:

-
- Identify community and business leaders that are passionate about the community and willing and interested to serve on the Economic Development Council

Note: Goal #3 is not intended to be implemented by the Economic Development Manager, but is focused on an important economic driver in our community; individuals, businesses and organizations that are dedicated to creating an exceptional quality of life in our community. These community leaders will serve as 'Brand Ambassadors' in support of our community and economic development efforts.

Goal #3 - Create and maintain an outstanding quality of life for residents and the business community by maximizing the historic, cultural, natural and recreational resources in the community and to create opportunities to enhance tourism

Strategies:

a) Build and maintain relationships with key quality-of-life stakeholders (e.g. Library, Parks, business community, chamber of commerce, schools, public safety, public works, community development, parks and recreation, Community Education, Historical Society, etc) to ensure there is effective communication, sharing of ideas and best practices to maintain a superb quality of life in Johnston

   Action Steps:

   - Coordinate with the Greater Des Moines Convention and Visitors Bureau activities
   - Work with the Johnston Community School District to capitalize on the resources they bring to the community

b) Identify and market the historic, cultural, natural and recreation resources of the community to attract more tourism

   Action Steps:

   - Emphasize the value of Terra Park and make it a part of the Merle Hay Road Gateway Marketing Plan
   - Once a year, host a Johnston Cultural Summit, inviting key stakeholders, to show progress that is being made through economic development. Invite them to do the same - show what their organization/department is doing to enhance the quality of life. The gathering would be part briefing/part brainstorming and goal setting for the upcoming year. The main focus is how to collectively enhance the quality of life in Johnston
   - Continue completing a bi-annual survey of the community to measure the quality of life of our residents and identify areas of focus

CITY OF JOHNSTON
JOB DESCRIPTION

Department:	Community Development
Title:	Economic Development Manager
FLSA:	Exempt
Date:	April 25, 2016
Reports to:	Community Development Director

DEFINITION

Under the general direction of the Community Development Director, oversees multiple functions within the department including supervisory responsibilities as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position but dependent upon the level of skill, ability, and experience of the individual. They are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs as project manager in developing and maintaining an economic development plan, including recommendations for possible amendment to the adopted plan. Directs the implementation of the plan and research and recommendation on ordinances and other city policy documents.

Assumes lead role in the development and implementation of economic development grant-funded programs through governmental agencies and private groups by studying printed and related information about specific programs to supplement local annual budget allocations; prepares grant applications according to required format and specific instructions.

Assumes lead role in the preparation of special topic economic development reports on a variety of topics, which may be requested by the City Administrator or other department directors.

Assists the Community Development Director in the development and administration of the annual budget.

Provides staff support to Economic Development Council and related boards and committees and prepares, edits, reviews, organizes and conveys economic development information and recommendations to those bodies and to the City Council.

Coordinates the dissemination of information regarding department activities and the City's growth and development including City Council reports, news and press releases, development forums, website updates and monthly newsletter articles.

Assists in the preparation of the capital improvement program with a primary focus of public infrastructure (water, sanitary sewer, storm sewer, streets) to serve expansion areas and future development.

Administer a business retention and expansion program.

Administer the preparing of information and implementation regarding the City's economic development and incentive programs.

Participates in and/or conducts negotiations with developers, businesses, and others regarding the public participation necessary for desired economic development;

Conducts tax and public benefit analyses for economic development projects;

Prepares detailed written reports and recommendations for presentation to Mayor and Council, City Manager, developers, businesses, advisory boards, and community groups;

Makes oral presentations to public and private groups;

Serves as a central point of contact for businesses, developers and contractors who use City economic development services including financial assistance, site selection assistance, urban renewal, and other municipal actions and services related to a specific project;

Utilizes and develops financing sources including tax increment, Federal CDBG funds, State of Iowa funds, Small Business Administration, private sector contributions, and other economic development assistance;

Serves as liaison between the City and developers, contractors, builders and various State and Federal agencies.

Represent the City by being a member and participating in affiliate organizations (IEDA, Greater Des Moines Partnership, IEDA, ISCS, PDI, ICREA).

Regular work attendance required.

MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

Graduation from an accredited college or university with a Bachelor's Degree in Business, Public Administration, Finance, Urban Planning or a related field; and

Considerable experience in Economic Development, Real Estate or a related field; or

Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

SKILLS

- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
- Ability to handle confidential information in a sensitive manner.
- Ability to work efficiently with very little direct supervision.
- Effective oral and written communication skills.
- Excellent interpersonal communication skills.
- Sound judgment and decision-making abilities.
- Problem-solving ability.
- Basic mathematical skills.
- Ability to concentrate in a diverse work setting.
- Ability to take initiative.
- Good time management skills.

KNOWLEDGE

- Thorough knowledge of municipal planning practices.
- Proficiency with PC's and computer software and applications.
- General knowledge of office equipment, including facsimile, photocopier, telephone, calculator, shredder, binding equipment and postage machine.

LICENSES AND CERTIFICATES

- Valid Iowa drivers license.

ACKNOWLEDGEMENT

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed as directed by the Employer. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. I have the right to terminate my employment at anytime and for any reason, and the Employer has a similar right.

The City of Johnston is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Economic Development Proposed Budget
Draft 4/21/16

REVENUES		
TIF Revenue		
Contributions	0	
EXPENDITURES		
SALARIES & WAGES		
010-5.540.60120 REGULAR SALARIES	78,000	Economic Development Manager - Grade C42
010-5.540.60200 PART-TIME	0	
010-5.540.60400 OVERTIME	0	
010-5.540.60420 OVERTIME-POLICE ZONING	0	
TOTAL SALARIES & WAGES	78,000	
EMPLOYEE BENEFITS & COST		
010-5.540.61110 FICA& MEDICARE	5,967	
010-5.540.61300 IPERS	6,965	
010-5.540.61500 HEALTH, DENTAL	11,574	
010-5.540.61502 LIFE	32	
010-5.540.61504 DISABILITY	306	
010-5.540.61700 UNEMPLOYMENT	161	
010-5.540.61820 CELL PHONE REIMBURSEMENT	588	
010-5.540.61830 WORKCOMP DEDUCTIBLE	0	
TOTAL EMPLOYEE BENEFITS & COST	25,593	
Total Staff Costs	103,593	
STAFF DEVELOPMENT		
.62110 DUES, SUBSCRIPTIONS	1,750	
.62300 TRAINING	800	
.62400 TRAVEL	2,000	
TOTAL STAFF DEVELOPMENT	4,550	
CONTRACTUAL SERVICES		
.64170 CONSULTANT	0	
.64173 SOFTWARE & TECH SVCS	2,500	1st Year Start Up Costs
.64205 MISCELLANEOUS SERVICE	0	
.64210 LEGAL EXPENSE	0	
TOTAL CONTRACTUAL SERVICES	2,500	
COMMODITIES		
.65136 MISCELLANEOUS SUPPLIES	2,500	
.65140 MINOR EQUIPMENT	0	
.65160 OFFICE SUPPLIES	500	
.65170 OPERATING SUPPLIES	0	
.65180 POSTAGE & SHIPPING	500	
.65195 FURNITURE & FIXTURES	500	
2017 Economic Development Guide	16,000	
Marketing and Advertising	3,500	
Economic Development Council	1,000	
TOTAL COMMODITIES	24,500	
TOTAL EXPENDITURES	135,143	

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-10
Johnston City Hall, 6221 Merle Hay Road
May 2, 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. Proclaiming May 15 – 21, 2016 as National Police Week and recognizing May 15, 2016 as Police Officers' Memorial Day.
   b. Recognize donors to the Terra Park project.
   c. Proclaiming May 7, 2016 as Kites on the Green Day.
   d. Proclaiming May 2016 as Johnston Bike Month and recognizing the many benefits of bicycle use in the Johnston community.

7. PUBLIC HEARINGS
   a. Conduct a Public Hearing and Consider Resolution No. 16-89 – Opening and Closing Public Hearing, approving the annexation of property, including right-of-way, and establishing zoning districts for the Minks Monk 2016 Annexation. The property is 22.25 acres located east of NW Beaver Drive and south of NW 78th Avenue, currently within unincorporated Polk County.

8. CONSENT AGENDA
   a. Consider Minutes of April 18, 2016 Worksession
   b. Consider Minutes of April 18, 2016 Council Meeting.
   c. Consider the renewal of a Class B Beer Permit for Cactus Bob's BBQ Corral, 5955 Merle Hay Road, Suites C and D.
   d. Consider Resolution No. 16-93 – Appointing Chief of Police Dennis McDaniel as the primary representative and Lt. Lynn Aswegan as the alternate representative to the Polk County Emergency Management Commission.
   e. Consider setting a Public Hearing for May 16, 2016 at 7:00 p.m. to amend the budget for year end June 30, 2016.
   f. Consider Resolution No. 16-90 – Approving amended sign permit fees.
   g. Consider Resolution No. 16-96 – Accepting funding award in the amount of $300,000 from Polk County for the Terra Lake project and to authorize the Mayor to sign the contract agreement.
   h. Consider Resolution No. 16-97 – Accepting funding award in the amount of $700,000 from Vision Iowa for the Terra Lake project and to authorize the Mayor to sign the contract agreement.
   i. Consider approval of Pay Request No. 1 from Kingston Services in the amount of $271,455.85 for construction of a new parking lot at Terra Lake.
   j. Consider approval of Pay Application No. 4 from Corell Contractor, Inc. in the amount of $219,210.81 for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road project.
   k. Consider Resolution No. 16-101 – Approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements.
   l. Consider a Purchase Order to Hawkins, Inc. for the purchase of hydrogen bioxide for the injector located on NW Beaver Drive.

m. Consider a Professional Services Agreement with MSA Professional Services for the design of the NW Beaver Drive Overlay, Merle Hay Road to north corporate limits, project.
n. Consider a Professional Services Agreement with MSA Professional Services for Acquisition Services on the NW Beaver Drive Overlay, Merle Hay Road to north corporate limits, project.
o. Consider Resolution No. 16-102 – Fixing date for a meeting on the proposition to authorize a lease agreement in the principal amount of not to exceed $20,000 for the purpose of equipping the municipal library for a general corporate purpose and providing for publication of notice thereof.
p. Consider a Resignation of Employment and Release Agreement.
q. Consider Resolution No. 16-88 – Setting a Public Hearing for May 16th, 2016 at 7:00 p.m. to consider an Ordinance amending Chapter 170 of the City of Johnston Municipal Code of 2007 regarding signage definitions.
r. Consider Resolution No. 16-100 – Approving the Construction Contract and Bond for the NW 86th Street Booster Pumping Station Improvements project.
s. Consider approval of a Purchase Order to Quality Flow Iowa for the purchase of grinder stations and pumps.
t. Consider approval of a Purchase Order to Keck Energy for the purchase of fuel.
u. Consider approval of Pay Request No. 1 from Iowa Signal, Inc. in the amount of $179,507.73 for work completed as of April 25, 2016 on the NW 70th Avenue Improvements Retaining Wall project.
v. Consider Resolution No. 16-99 – Approving Change Order No. 1 for the 2016 Bio-Retention Planting project.
w. Consider Resolution No. 16-97 – Approving Change Order No. 2 for the NW 70th Avenue Improvements, NW 98th Street to west city limits project.
x. Consider Pay Request No. 4 from Alliance Construction Group in the amount of $375,616.99 for work completed as of May 2, 2016 on the NW 70th Avenue Improvements, NW 98th Street to west city limits project.
y. Consider Resolution No. 16-98 – Approving Change Order No. 3 for the Johnston Community Fiber Optic Phase III project.
z. Receive and file the following reports:
    1. Planning & Zoning Commission Meeting Minutes – April 25, 2016
    2. Johnston Public Library Claims – April 21, 2016

9. NON-CONSENT AGENDA
    a. Second 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. Second 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 approval of Resolution No. 16-92 – Adopting a Complete Streets Policy.
    d. First Consideration of Ordinance No. 946 – Amending Johnston Revised Ordinances of 2007, Chapter 69.12 Parking Limited to Two Hours.
    e. First Consideration of Ordinance No. 945 – Amending Johnston Revised Ordinances of 2007, Chapter 65 to modify locations of stop intersections.
    f. Consider the following items:
        - Resolution No. 16-94 – Establishing a Stormwater Homeowner Grant Program for Single-Family Residential Lots; and
        - Resolution No. 16-65 – Approving the application for the Stormwater Homeowner Grant Program.
    g. Consider Resolution No. 16-91 – Authorizing Public Hearing for Condemnation of Easements and Property located at 7240 NW 54th Avenue for construction of a public road from NW 54th Avenue to Birchwood Court.
    h. Consider approval of Claims in the amount of $1,408.009.49

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

May 16, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
June 6, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT

Posted on April 29, 2016 at www.cityofjohnston.com, City Hall, Johnston Public Library, and Public Works

6C

PROCLAMATION RECOGNIZING MAY 7, 2016 as KITES ON THE GREEN DAY

Johnston
KITES ON THE GREEN

WHEREAS, kite flying is family friendly, healthy, educational, outdoor-oriented, and just plain fun. It's an ever popular activity for children and adults alike, and;

WHEREAS, on May 7, 2016 the popular and free festival *Kites on the Green* is coming back for a third year, and;

WHEREAS, *Kites on the Green* will feature giant show kite displays, kite contests for people of all ages and abilities, celebrity bol races, free kite building, live music, sidewalk art, delicious food, and;

WHEREAS, *Kites on the Green* will take place from 10 am to 7 pm in Johnston Commons, the grassy area located outside the Johnston Public Library, and;

WHEREAS, the City of Johnston could not hold the free festival without the support of many sponsors and volunteers, namely, DuPont Pioneer, MidAmerican Energy, Lithia Audi, Volkswagen and Acura, Foth, John Deere Financial, Hy-Vee, Broken Arrow Wear, Charter Bank, Ryan Companies, Todd and Alison Cate, Paul Wanderscheid, James Patten, Barbara Allen, and Nancy Buryanek, and;

Now Therefore, I, Paula Dierenfeld, Mayor of Johnston, on behalf of the City Council call upon all Johnston residents, young and old, to mark your calendars and prepare to participate in this truly spectacular event that will happen in our community on May 7, 2016. Let's all plan to get out and fill the Johnston sky with a rainbow of colors during our third annual *Kites on the Green*.

In witness whereof, I hereunto set my hand and the seal of the City of Johnston to be affixed this 2nd day of May 2016.

_____

Mayor Paula Dierenfeld
City of Johnston

6D

PROCLAMATION

PROCLAIMING MAY 2016 AS JOHNSTON BIKE MONTH AND RECOGNIZING THE MANY BENEFITS OF BICYCLE USE IN THE JOHNSTON COMMUNITY

Whereas, The bicycle is a healthy, convenient, affordable, and environmentally friendly mode of transportation and recreation; and

Whereas, Creating a bicycling-friendly community has been shown to improve citizen's health, well-being, and quality of life, to contribute to a community's economic growth and tourism, and to reduce pollution and wear and tear on streets and roads; and

Whereas, The development and expansion of recreational trails has been a priority in Johnston for many years. Over 38 miles of trails are currently available for Johnston residents and visitors to use and enjoy; and

Whereas, May is National Bike Month. Communities throughout our nation have planned events and activities to promote the health, financial and environmental benefits of bicycle use; and

Whereas, The City of Johnston has teamed up with the Des Moines Bicycle Collective to promote May as Iowa Bike Month and to encourage all central Iowans to bike to work and school, to bike for exercise, and to bike just for the fun of it; and

Whereas, During Iowa Bike Month, the Johnston School District, Johnston employers and businesses and the City of Johnston will be promoting bicycling as a means of recreation and transportation.

Now, Therefore Be It Proclaimed that I, Paula Dierenfeld, Mayor of the City of Johnston, on behalf of the Johnston City Council do hereby proclaim May 2016 as Johnston Bike Month.

_____

Paula S. Dierenfeld, Mayor

Item No. 7A

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION

May 2nd, 2016 Meeting

SUBJECT: Conduct a public hearing regarding annexation and establishment of a zoning district for 22.25 acres located east NW Beaver Drive and north of NW 78th Avenue currently within unincorporated Polk County, known as the Minks Monk 2016 Annexation; Resolution 16-89.	**ACTION REQUIRED:** ___ Ordinance _X_ Resolution ___ Approval ___ Receive/File _X_ Attorney Review

SYNOPSIS:	An application for voluntary annexation has been submitted for one parcel located east of NW Beaver Drive and north of NW 78th Avenue, this application has been received from The Enclave of Johnston, LLC. Five right-of-way parcels owned by Polk County are being included in this annexation in order to avoid the creation of an island and to create more uniform boundaries. At the time of annexation, a zoning district can be established for annexed parcels. With this annexation, the applicant is petitioning for the establishment of an R-1(100) district as described in the staff report and shown on the attached map.
RECOMMENDATION:	**At their regular meeting on April 11th, 2016 the Planning & Zoning Commission recommended 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.**

Attachments:
Annexation Area Map
Annexation Area Map In Relation To Current City Boundaries
Application for Voluntary Annexation
Petition for Zoning Classification Change
Water Utility Map
Sanitary Sewer Map
Proposed Zoning District Map
Johnston 2030 Comprehensive Plan Future Land Use Map
City of Johnston Notices of Hearing of Annexation
Chapter 167.04 of City of Johnston Code of Ordinances

Prepared by and Return to: Clayton C Ender, City of Johnston, P.O. Box 410, Johnston, IA 50131 (515) 278-2344

RESOLUTION 16-89

A RESOLUTION OPENING AND CLOSING PUBLIC HEARING, APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY, INCLUDING RIGHT-OF-WAY, AND ESTABLISHING ZONING DISTRICTS FOR THE MINKS MONK 2016 ANNEXATION

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

WHEREAS, the City of Johnston has received an Application for Voluntary Annexation for certain real estate under the applicant's ownership as shown on the map identified as Exhibit "A" and legally described in Exhibit "B", both of which are attached hereto and a made a part hereof; and

WHEREAS, Chapter 368.5 of the Code of Iowa permits the annexation of territory within the road right-of-way owned by a county to be annexed upon the county attorney being served with notice of the public hearing and a copy of the proposal; and,

WHEREAS, territory within the road right-of-way owned by Polk County, Iowa is being included with this annexation as shown on the map identified as Exhibit "A" and legally described in Exhibit "C", both of which are attached hereto and made a part hereof; and,

WHEREAS, the county attorney for Polk County, Iowa has been served with notice of the Johnston City Council Public Hearing held on May 2nd, 2016 and a copy of the proposal; and,

WHEREAS, the Board of Supervisors for Polk County, Iowa have been served with notice of the Johnston City Council Public Hearing held on May 2nd, 2016 and a copy of the proposal; and,

WHEREAS, the entire annexation area as shown on the aforementioned map identified as Exhibit "A", including the consenting and right of way as legally described in Exhibit "D", which is attached hereto and made a part hereof; and,

WHEREAS, the legally described parcels lie adjacent to the existing city corporate limits as required by Section 368 of the Code of Iowa; and,

WHEREAS, the City of Johnston, Iowa desires to annex said territory; and,

WHEREAS, notice was made of a public meeting for consideration of this matter as required by Section 368.7.2 of the Code of Iowa; and,

WHEREAS, pursuant to Chapters 165-172 of the Johnston Revised Ordinances of 2007, all areas being annexed are classified within the AR – Agricultural Reserve Zoning District, unless a specific zoning district is established at the time of annexation; and,

WHEREAS, based upon existing land uses and the request by the property owner within the annexation area, and consistent with the 2030 Comprehensive Plan, it is appropriate to establish an R-1(100) Single Family Residential district within the annexation area as identified on map identified on Exhibit "E" and as legally described in Exhibit "F" both of which are attached hereto and a made a part hereof; and,

WHEREAS, it is in the best interest of the City and the public that the property shown on Exhibit "A" be annexed to the City of Johnston and that the properties have zoning districts established as shown on Exhibit "E"; and,

WHEREAS, a Public Hearing to consider the annexation of the properties shown on Exhibit "A" and to establishment of zoning as shown on Exhibit "E" had been opened; and,

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

1. The Public Hearing regarding the annexation of property shown on Exhibit "A" and described in Exhibit "D" is closed. The City Council finds that it is in the best interest of the citizens of the City of Johnston and the residents of the area proposed for annexation to annex the area to the City of Johnston.

2. The Application for Annexation is hereby approved. Upon acknowledgment by the Secretary of State for the State of Iowa that the Secretary of State has received the legal description, map, and this resolution the properties shown on Exhibit "A" and described in Exhibit "D" shall be annexed to the City of Johnston, Iowa, in accordance with Section 368 of the Code of Iowa, and such property shall hereinafter become and be part of the City of Johnston, Iowa.

3. The Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this annexation, with such documentation to be filed with the Secretary of State for the State of Iowa as required by the Code of Iowa.

4. The establishment of an R-1(100) Single Family Residential district within the annexation area as identified on map identified on Exhibit "E" and as legally described in Exhibit "F" is hereby approved and shall be effective upon acknowledgment from the Secretary of State for the State of Iowa that the Secretary of State has received the legal description, map, and this resolution.

PASSED AND APPROVED this 2nd Day of May 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

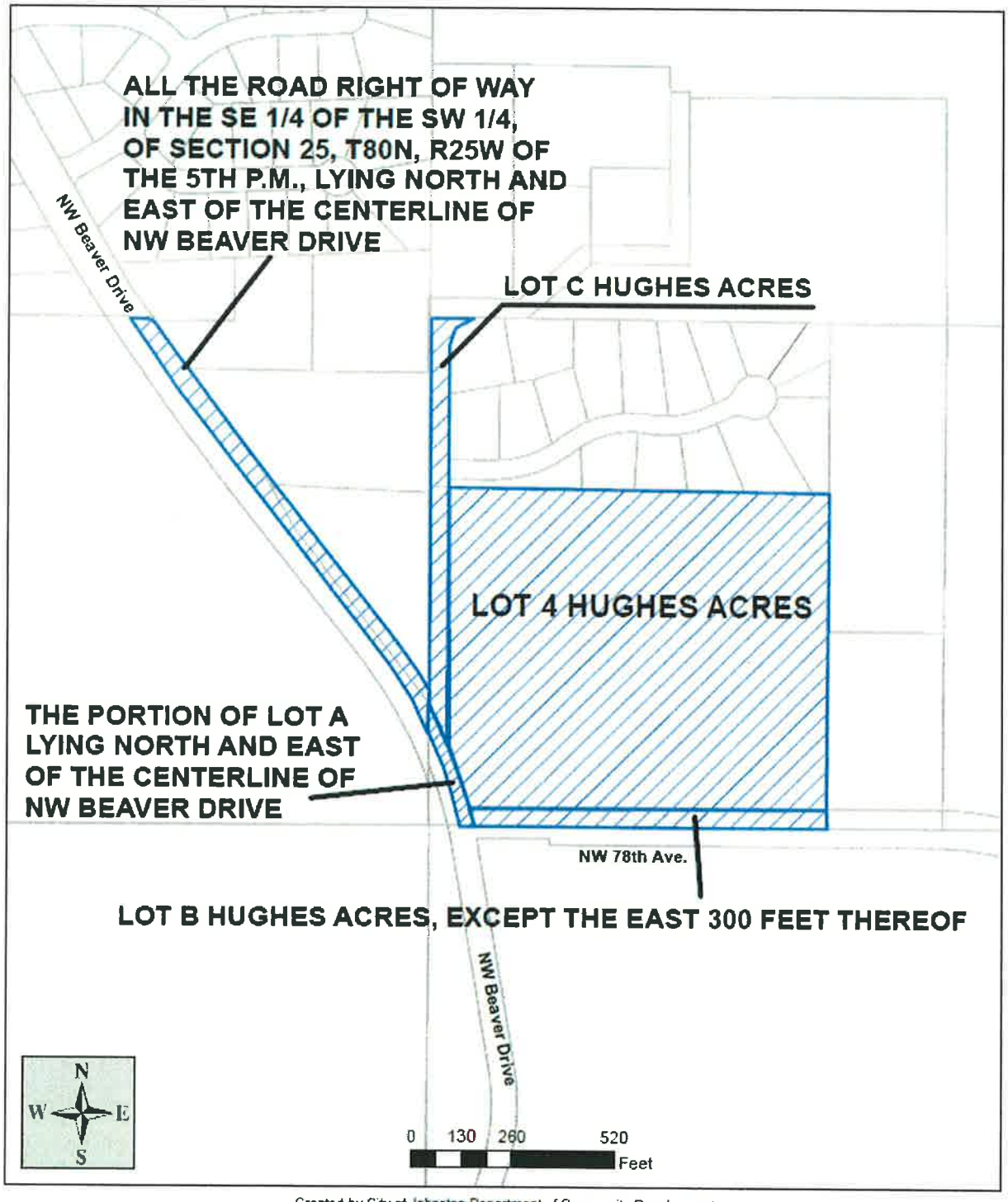
_____
CYNDEE RHAMES, CITY CLERK

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

Exhibit "A"

MAP OF ENTIRE ANNEXATION AREA

Minks Monk Annexation Area



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

EXHIBIT "B"

LEGAL DESCRIPTION FOR CONSENTING PROPERTIES

Lot 4 Hughes Acres as recorded in Book R, Page 795, Polk County Recorder's office

EXHIBIT "C"

LEGAL DESCRIPTION OF RIGHT-OF-WAY TERRITORY

Lot C Hughes Acresas recorded in Book R, Page 795, Polk County Recorder's office

Part of Lot B Hughes Acres, except the East 300 feet thereof, as recorded in Book R, Page 795, Polk County Recorder's office

The portion of Lot A Hughes Acres lying north and east of the centerline of NW Beaver Drive as recorded in Book R, Page 795, Polk County Recorder's office

All the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.

EXHIBIT "D"

LEGAL DESCRIPTION OF CONSENTING PROPERTY AND RIGHT-OF-WAY TERRITORY

Lot 4 Hughes Acres as recorded in Book R, Page 795, Polk County Recorder's office

Lot C Hughes Acresas recorded in Book R, Page 795, Polk County Recorder's office

Part of Lot B Hughes Acres, except the East 300 feet thereof, as recorded in Book R, Page 795, Polk County Recorder's office

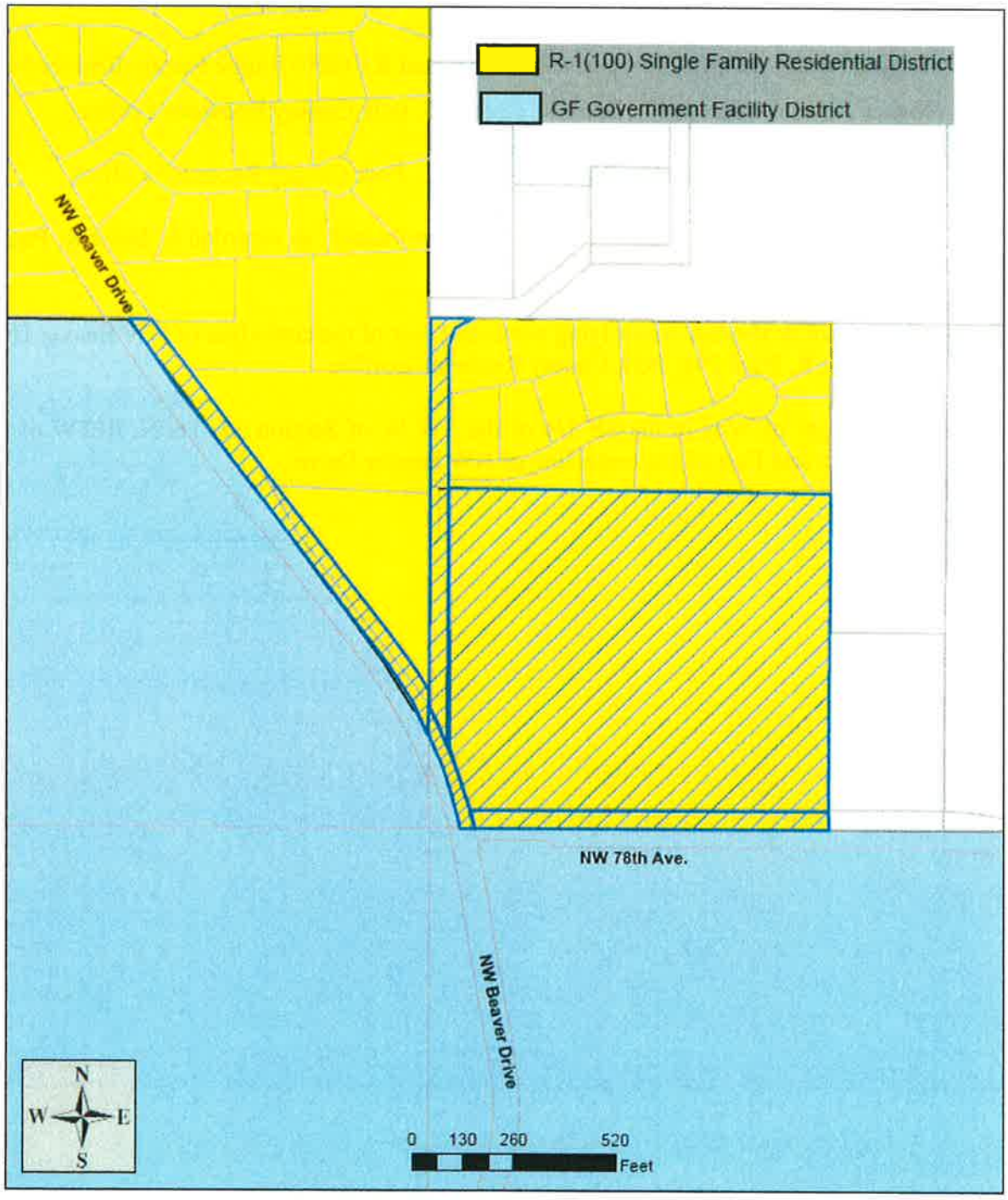
The portion of Lot A Hughes Acres lying north and east of the centerline of NW Beaver Drive as recorded in Book R, Page 795, Polk County Recorder's office

All the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.

EXHBIT "E"

Rezoning Map

Minks Monk Annexation Area Zoning



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EXHBIT "F"

ZONING DISTRICT CLASSIFICIATION LEGAL DESCRIPTIONS

All zoning district boundaries shall extend to the centerline of any adjacent street right of ways.

R-1(100) SINGLE FAMILY RESIDENTIAL

The following legally described property shall be zoned R-1(100) Single Family Residential:

Lot 4 Hughes Acres as recorded in Book R, Page 795, Polk County Recorder's office

Lot C Hughes Acres as recorded in Book R, Page 795, Polk County Recorder's office

Part of Lot B Hughes Acres, except the East 300 feet thereof, as recorded in Book R, Page 795, Polk County Recorder's office

The portion of Lot A Hughes Acres lying north and east of the centerline of NW Beaver Drive as recorded in Book R, Page 795, Polk County Recorder's office

All the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.

PROPERTY OWNER:	THE ENCLAVE OF JOHNSTON LLC 1350 NW 138TH ST STE 450 CLIVE, IA 50325
LEGAL DESCRIPTION:	Lot 4, Lot C, part of Lot B, except the East 300 feet thereof, and the portion of Lot A lying north and east of the centerline of NW Beaver Drive, all a part of Hughes Acres as recorded in Book R, Page 795, Polk County Recorders office and all the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.
BACKGROUND & HISTORY:	The City Council initiated a review of this application for voluntary annexation and establishment of zoning district classification at their March 21st, 2016, meeting and referred it to the Planning and Zoning Commission for review and recommendation. The property to be annexed is part of Hughes Acres, an official plat in Polk County. The plat was approved by the Polk County Board of Supervisors in November of 1976. After some research staff learned that the right-of-way in the area was not properly annexed during previous annexations. In order to rectify this and to avoid the creation of an unincorporated island and to create more uniform boundaries, additional right-of-way is being included with this proposed annexation.
SUMMARY OF ANNEXATION AREA:	The annexation area includes 3.81 acres of right of way owned/controlled by Polk County. Pursuant to Chapter 368 of the Iowa Code, this right of way has been identified as consenting property. The annexation area totals 22.25 acres and includes the following acreage and percentage of the following ownership types: Consenting Right of Way (Polk County) 3.81Acres / 17.1% Petitioned Property 18.44 Acres / 82.9% **Total Consenting** **22.25 Acres / 100%** The annexation area contains one existing single family residential dwelling and two accessory structures.
CONSULTATION MEETING:	A consultation meeting is not required for this annexation proceeding since the area is not within the urbanized area of any other incorporated community.

UTILITIES:	Currently, the City has an existing 12 inch water main along NW Beaver Drive. This main branches out to an 8 inch water main that extends along NW 63rd Court. NW 63rd Court is the western boundary for the applying parcel. The water main system is shown in Exhibit E. Low Pressure Sewer (LPS) is currently available to the applying parcel from NW 63rd Court. The sanitary sewer system is shown in Exhibit F.
POLICE AND FIRE COVERAGE:	This area is within the current response area of the Johnston Fire Department. In 2007, the cities of Johnston and Grimes entered into a 28E agreement whereby the Johnston Fire Chief also serves in the same capacity in Grimes. This has resulted in joint response, joint training and joint command and as such the two departments essentially function as one department with three stations. Any fire calls within this annexation area could result in units responding from all stations. The Johnston department currently has full time paid staff on call in the station 24 hours per day seven days a week. This property is within a 5 minute response area from the public safety building for fire and ambulance services. The Johnston Police Department currently has 28 sworn officers or 1.37 officers for every 1,000 residents (based upon an estimated population of 20,500 people). The police department's goal is to not exceed 1.5 officers per 1,000 residents.
OTHER PUBLIC SERVICES:	Currently Lot B Hughes Acres, NW 78th Avenue, is held in title by Polk County. There appears to be an easement to the Army Corps of Engineers for use of this roadway. The Corps has provided Camp Dodge a license to use this easement. A condition of the license is that the Camp must maintain the roadway and replace if needed. Camp maintenance includes snow removal for NW 78th Avenue from NW Beaver Drive easterly to the entrance to Stark Armory. Staff, the developers, and representatives of Camp Dodge and the Army Corps of Engineers met to discuss NW 78th Avenue. At the meeting the Army Corps of Engineers informed the City that it would be looking into whether or not the easement for the USA is valid as evidence was presented indicating that the easement was granted by a party without authority to grant the easement and the easement never recorded. Regardless of the outcome this does not delay any action on the annexation and staff anticipates that the City will take over maintenance of NW 78th Avenue adjacent to the annexation. Public Works will work with the Army Corps of Engineers to determine to what point the City will complete snow removal. Also discussed at this meeting was future development to Lot 4 Hughes Acres. If it is determined that the Corps does have an interest in NW 78th Avenue adjacent to Lot 4 Hughes Acres any future street access would need to be permitted through the Corps as well as the City. These concerns would be addressed during the plat review process should this property be annexed into the City and a proposal submitted.

With the annexation, the City will take over ownership of all of the public streets (Lot B Hughes Acres included). These streets total approximately 0.85 lane miles. Any future improvements to any of these streets would be programmed into a future CIP.

Maintenance of the entire roadway area, including snow removal would be absorbed into the existing maintenance budgets. In reviewing the annexation area with the Public Works staff, they do not anticipate the need for a new snow route for this area. The increase in the City's population as a result of the existing and future residents of this area will result in increases in the City's Road Use Tax allotment which funds most street maintenance and other operations.

COMPREHENSIVE PLAN:

This property is not within any specified future growth area in the comprehensive plan, but a future land use designation of low density residential is shown on the future land use map. The possible zoning designations for the area of the annexation that would adhere to the comprehensive plans future land use plan are included below.

PROPOSED ZONING DISTRICT & BULK REGULATIONS:

At the time of annexation, the City has the option to establish a zoning district. For those areas where no district is determined an AR Agricultural Reserve district is assigned.

R-1(100) – Single Family Residential:

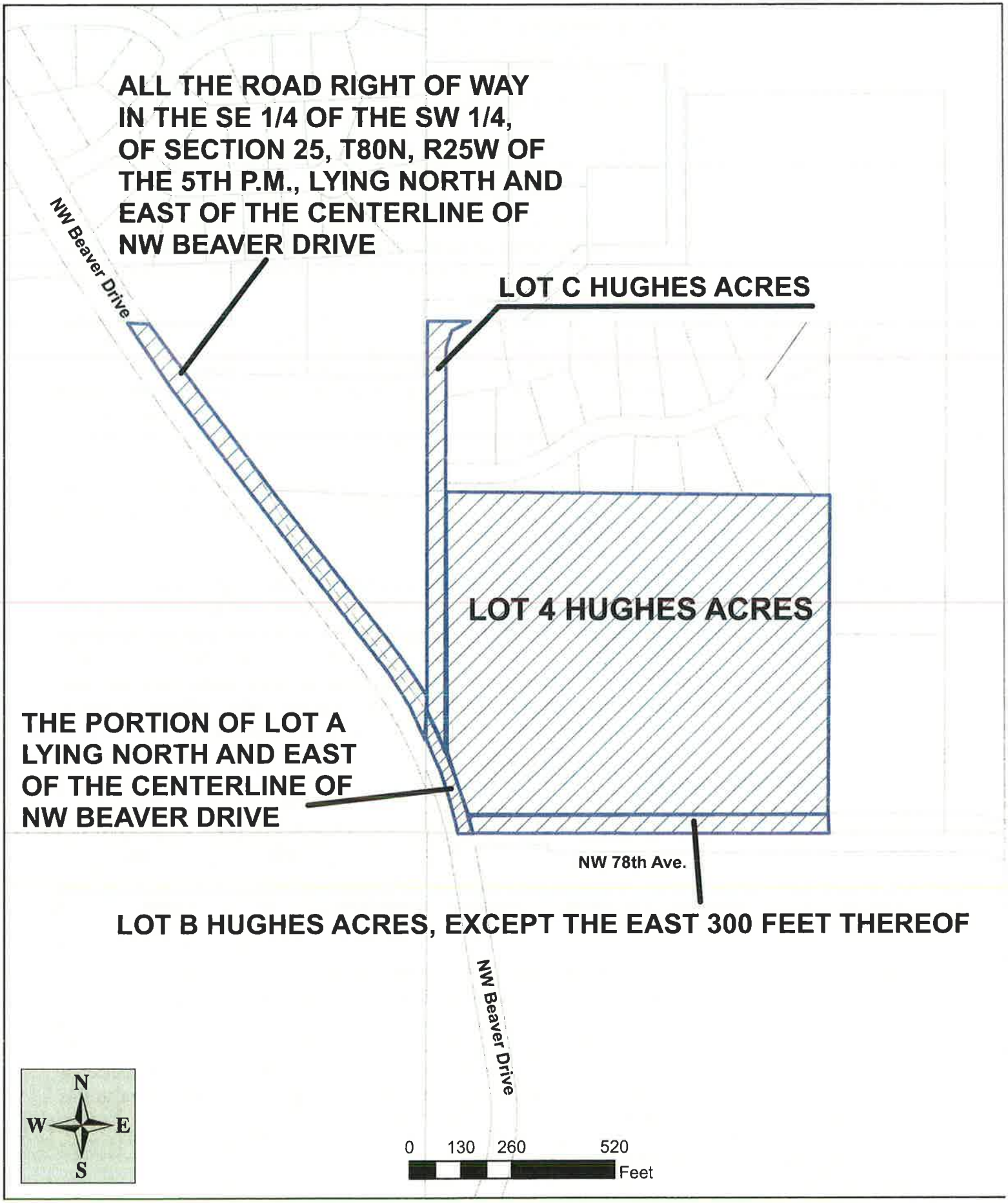
The applicant has petitioned to establish this area as part of the R-1(100) zoning district. Staff would agree and recommend establishing this property as part of the R-1(100) zoning district. This is because adjacent properties within the City of Johnston are zoned as R-1(100) and this zoning district would be consistent with the comprehensive plans future land use map vision of low density residential. This zoning district allows for single family detached homes with the following bulk requirements:

Maximum DU/AC	Max Building Height (In Feet)	Minimum Lot Area (Square Feet)	Minimum Lot Width (In Feet)
1.97	35	15,000	100
Minimum Setback (In Feet)			
Front	Side/Sum	Rear	
40	10/21	40	

ADJACENT NEIGHBOR COMMENTS:

Pursuant to Chapter 368 of the Iowa Code, a notice was mailed (certified/return receipt) to the Polk County Board of Supervisors, Polk County Attorney, and the Attorney General for the State of Iowa. In addition, notice was sent (via regular mail) to all properties within 320 feet of the annexation area to meet the requirements of the Zoning Ordinance for a rezoning of property, these notices are included as an attachment to this staff report.

Minks Monk Annexation Area



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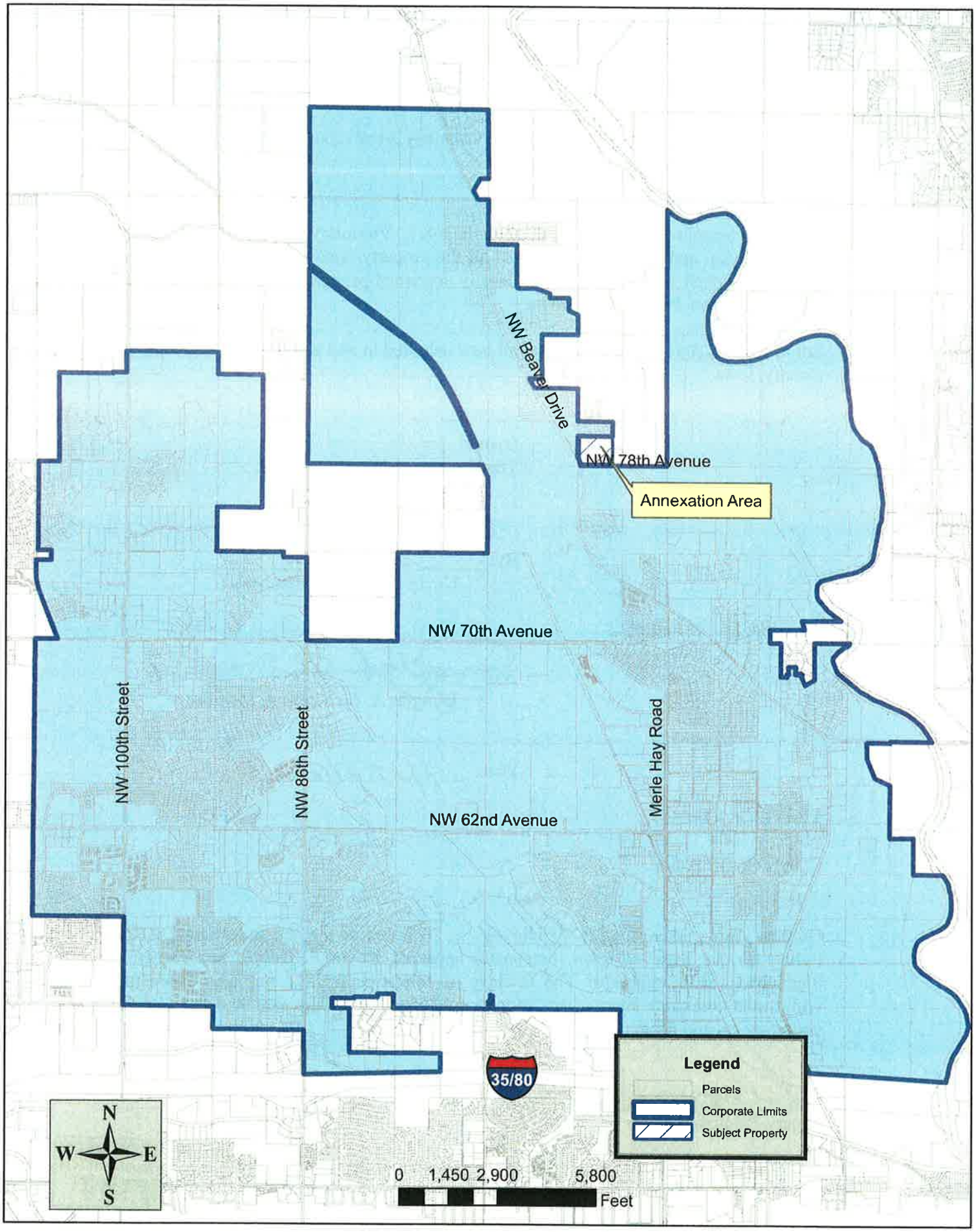


Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

Application for Voluntary Annexation

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

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

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

By: _____
Kevin P. Kohles, Member

By: _____
Douglas A. Siedenburg, Member

Date: 11/15/16

STATE OF IOWA:

ss

COUNTY OF Polk:

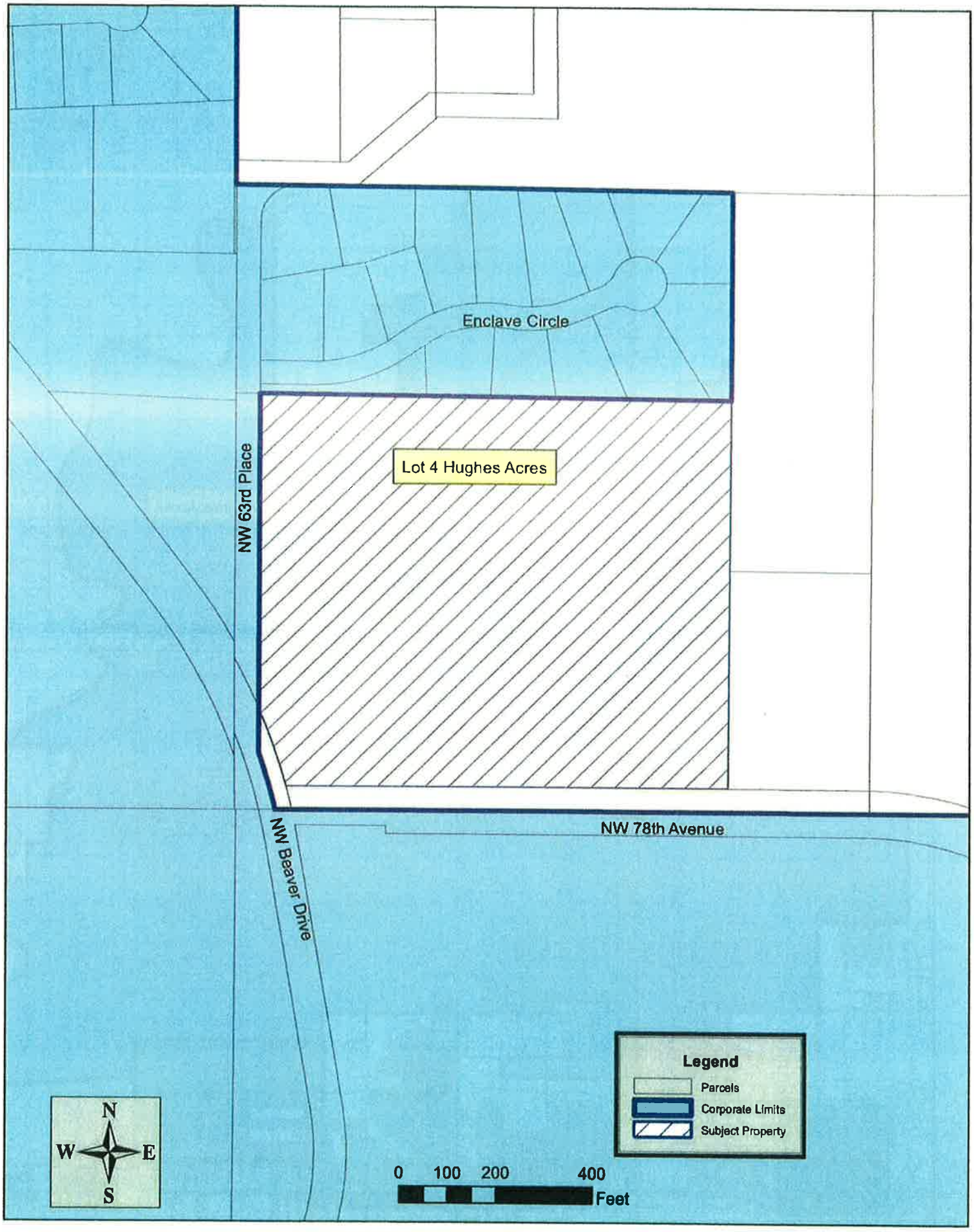
On this 15 day of JANUARY, 2016, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Kevin P. Kohles and Douglas A. Siedenburg, as Members of The Enclave of Johnston, L.L.C., and who executed the within and foregoing instrument, and acknowledged that they executed the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

Peggy Hutchinson
Notary Public in and for

POLK, IOWA
County, State

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

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



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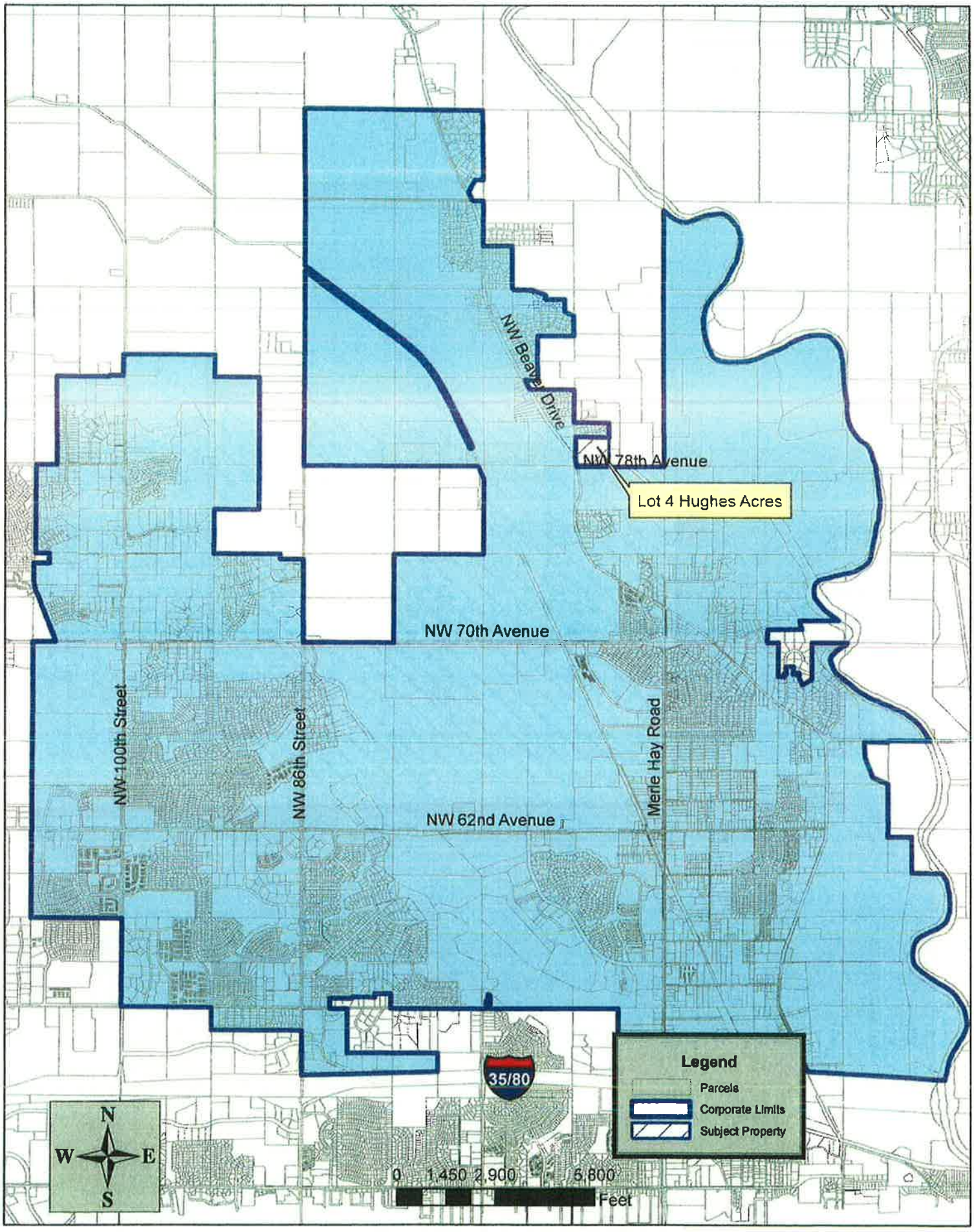
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033



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6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

PETITION FOR CHANGE IN ZONING CLASSIFICATION

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

Date: March 9, 2016

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

Lot 4 Hughes Acres in Polk County, Iowa

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

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

[signature]
Signature of Petitioner

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

515-778-0555
Phone Number

Attachments

** **

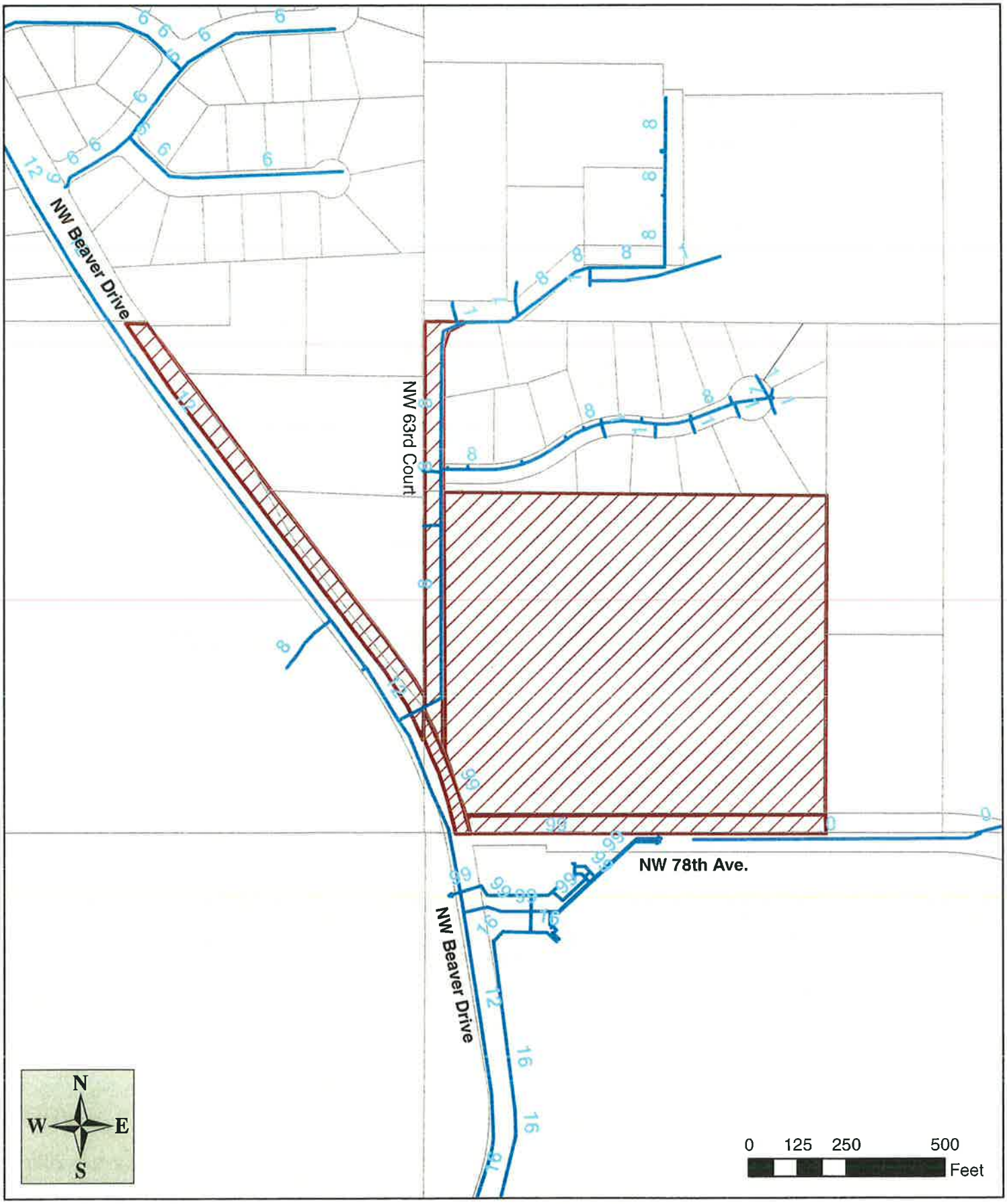
FOR OFFICE USE ONLY

Petition Received By: ______________________ Date: ______________

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

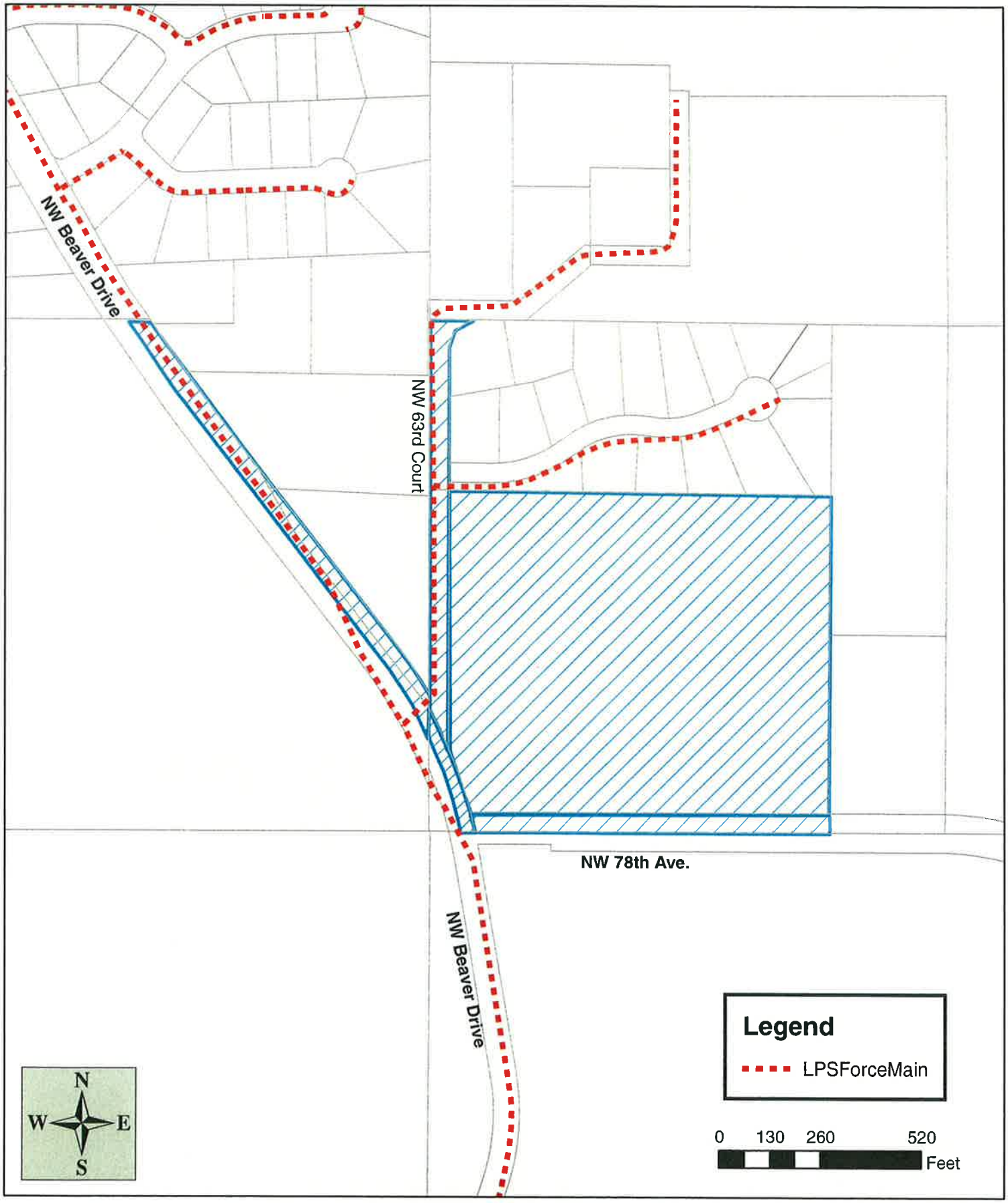
...EIVED
MAR 9 - 2016

Minks Monk Annexation Area Water Utility Map



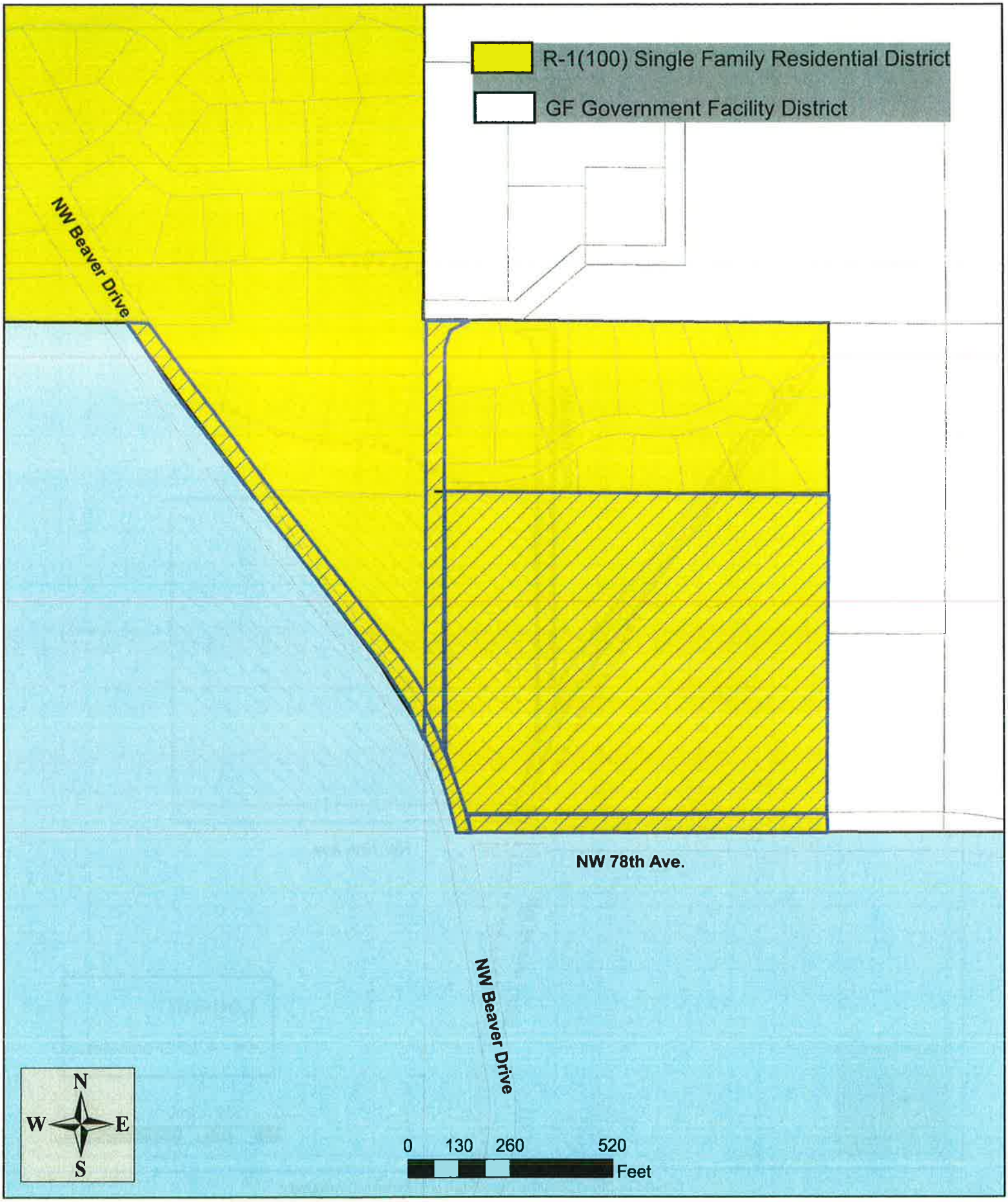
Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033

Minks Monk Annexation Area Sanitary Sewer Utility Map



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

Minks Monk Annexation Area Zoning



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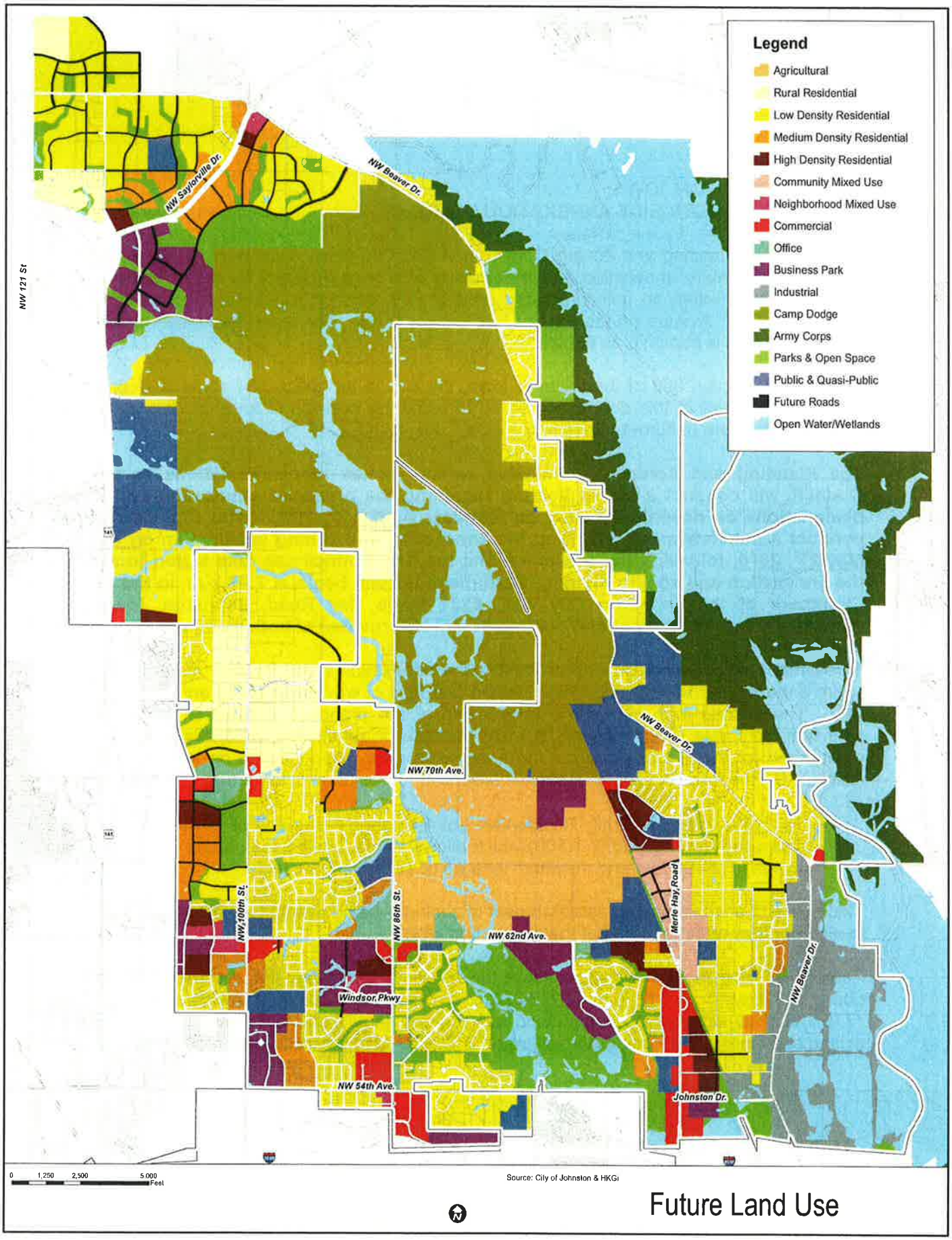

Figure 5.9 - 2030 Future Land Use Plan

March 22nd, 2016

CITY OF JOHNSTON, IOWA;
CITY COUNCIL NOTICE OF ANNEXATION HEARING

The Johnston Planning and Zoning Commission and City Council will hold Public Hearings to consider a voluntary annexation and designation of a zoning district for approximately 22.25 acres, currently within an unincorporated area of Polk County in Jefferson Township located north of NW 78th Avenue on the east of NW Beaver Drive. The legal description of the entire annexation area is attached as Exhibit "A."

Pursuant to Section 368 of the Code of Iowa, the City is including 3.81 acres of Polk County owned right-of-way in this annexation so as to avoid the creation of an unincorporated island and to create more uniform boundaries.

The Planning and Zoning Commission, which makes recommendations to the City Council, will conduct a public hearing regarding the proposed annexation and zoning designations as described below on Monday, April 11th, 2016. The City Council will conduct a public hearing regarding the annexation and zoning designation on Monday, May 2nd, 2016; following the public hearing the City Council can take action to approve the annexation and zoning district. Both meetings will begin at 7:00 p.m. in the Council Chambers of the Johnston City Hall, 6221 Merle Hay Road, Johnston, Iowa. An opportunity for public input and comments will be provided at both meetings.

Three maps are attached to further identify the annexation area; the first map identifies the entire annexation area showing the petitioned and right of way areas of the annexation (Exhibit "A"). The second map shows the relationship of the proposed annexation to the existing Johnston Corporate Limits (Exhibit "B"). At the time of annexation, a zoning district must be established for the properties within the annexation area. As identified on the enclosed map (Exhibit "G") the following zoning district is proposed for the annexation area:

- R-1(100) – Single Family Residential: Lot 4 Hughes Acres and all of the right-of-way is proposed to be zoned R-1(100) which allows single family uses on lots with a minimum frontage of 100 feet and minimum lot area of 15,000 square feet.

This notice of annexation and establishment of zoning is being distributed via regular USPS mail to all properties within 320 feet of the annexation area.

Persons seeking more information about the request may review the application at City Hall during workdays from 8:00 a.m. to 5:00 p.m., or contact the Zoning Administrator at 515-727-7775. Anyone wishing to comment on this request should attend these hearings or submit written comment to the Zoning Administrator, P.O. Box 410, City of Johnston 50131-0410.

Notice of Public Meeting

April 20th, 2016

The Johnston City Council will hold a Public Meeting at 7:00 pm on Monday, May 2nd, 2016. The meeting will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road to consider the following item:

Minks Monk 2016 Voluntary Annexation Public Hearing

The Enclave of Johnston, LLC submitted an application for voluntary annexation into the city and a petition to establish the area as part of the R-1(100) Single Family Residential, zoning district. This item was considered at the April 11th, 2016 Planning and Zoning Commission meeting. At that meeting the commission voted to recommend approval of the voluntary annexation and establish the area as part of the R-1(100), Single Family Residential, zoning district.

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.

David Wilwerding, Community Development Director
Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7775; Email: dwilwerding@cityofjohnston.com

April 12th, 2016

Polk County Board of Supervisors
C/O Polk County Administration Building
111 Court Ave, Room 300
Des Moines, IA, 50309

Re: Annexation of Land Within Unincorporated Polk County

Dear Polk County Board of Supervisors,

The City of Johnston has received an application for voluntary annexation of land adjacent to our current corporate limits. The area is located within unincorporated Polk County. The following is the legal description for the property and associated right-of-way land that is included with the petition:

> Lot 4, Lot C, part of Lot B, except the East 300 feet thereof, and the portion of Lot A lying north and east of the centerline of NW Beaver Drive, all a part of Hughes Acres as recorded in Book R, Page 795, Polk County Recorders office
>
> and
>
> all the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.

Pursuant to Chapter 368.7.2 of the Iowa Code we are notifying you a public hearing is scheduled to consider this petition. A copy of the received application is enclosed with this letter. The City of Johnston City Council will be considering this petition at their May 2nd, 2016 City Council meeting. The meeting will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road starting at 7:00 PM.

Respectfully,

David Wilwerding
Community Development Director

Enclosures: Petition for Annexation (Copy)
Annexation Area Map

April 12th, 2016

John P. Sarcone
C/O Polk County Justice Center
222 Fifth Ave
Des Moines, IA, 50309

Re: Annexation of Polk County Owned Right-Of-Way

Dear Mr. Sarcone,

The City of Johnston has received a petition for annexation of land adjacent to our current corporate limits. With the annexation of this property additional right-of-way owned by Polk County will be annexed to avoid the creation of an island. The following is the legal description for the right-of-way land that is included with the petition:

> Lot C, part of Lot B, except the East 300 feet thereof, and the portion of Lot A lying north and east of the centerline of NW Beaver Drive, all a part of Hughes Acres as recorded in Book R, Page 795, Polk County Recorders office
>
> and
>
> all the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.

Pursuant to Chapter 368.5 of the Iowa Code we are notifying you of our receipt of this petition and that a public hearing is scheduled to consider this petition. The City of Johnston City Council will be considering this petition at their May 2nd, 2016 City Council meeting. The meeting will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road starting at 7:00 PM.

Respectfully,

David Wilwerding
Community Development Director

Enclosures: Petition for Annexation (Copy)
Annexation Area Map

April 12th, 2016

Tom Miller
C/O Iowa Attorney General's Office
1350 East Walnut Street
Des Moines, IA, 50319

Re: Annexation of Potentially State Owned Right-Of-Way

Dear Mr. Miller,

The City of Johnston has received a petition for annexation of land adjacent to our current corporate limits. With the annexation of this property additional right-of-way potientially owned by the State of Iowa will be annexed to avoid the creation of an island. The following is the legal description for the right-of-way land that is included with the petition:

> Lot C, part of Lot B, except the East 300 feet thereof, and the portion of Lot A lying north and east of the centerline of NW Beaver Drive, all a part of Hughes Acres as recorded in Book R, Page 795, Polk County Recorders office
>
> and
>
> all the Road Right of Way in the SE 1/4 of the SW ¼, of Section 25, T80N, R25W of the 5th P.M., lying North and East of the centerline of NW Beaver Drive.

Pursuant to Chapter 368.5 of the Iowa Code we are notifying you of our receipt of this petition and that a public hearing is scheduled to consider this petition. The City of Johnston City Council will be considering this petition at their May 2nd, 2016 City Council meeting. The meeting will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road starting at 7:00 PM.

Respectfully,

David Wilwerding
Community Development Director

Enclosures: Petition for Annexation (Copy)
Annexation Area Map

167.04 SETBACK, BULK AND DENSITY REGULATIONS. The requirements as set forth in Table 167.04 shall be observed in the Agriculture, Conservation and Residential Districts.

Table 167.04 – Setback, Bulk and Density Standards by District

	Maximum DU/AC	Maximum Building Height (in feet)	Minimum Lot Area (square feet)	Minimum Lot Width (feet)	Minimum Setback (in feet)		
					Front	Side/Sum	Rear
Single family detached							
A-R Agriculture Reserve	0.033	none	30 ac.	660	75	50/100	75
CD Conservation District	0.046	none	80,000	200	50	50/100	50
R-E	0.33	35	3 ac.	225	50	15/35	50
R-1(150)	0.875	35	40,000	150	40	12/30	50
R-1(100)	1.97	35	15,000	100	40	10/21	40
R-1(90)	2.60	35	12,500	87	35	9/19	35
R-1(75)	3.44	35	9,500	75	35	8/17	35
R-1(60), R-2	4.35	35	7,500	60	30	7/15	35
Single-family bi-attached							
R-1(75) (with special use permit)	5.4	35	16,000	100	35	10/20	35
R-2	7.0	35	12,500	100	30	10/20	35
R-3, R-4	7.0	35	12,500	100	50	10/20	35
Townhouses, Condominiums, Multiple Unit Dwellings*							
R-3	8.0	35	80,000	200	50	35/70	50
R-4	16.0	50	80,000	200	50	35/70	50
R-5	16.0	50	200,000	200	50	35/70	50

Table continued on following page.

* The bulk requirements are applicable to the development site. For multiple structures on a site, refer to the requirements in Section 167.05

Table 167.04 – Setback, Bulk and Density Standards by District

	Maximum DU/AC	Maximum Building Height (in feet)	Minimum Lot Area (square feet)	Minimum Lot Width (feet)	Minimum Setback (in feet)		
					Front	Side/Sum	Rear
Other Uses*							
Mobile Home Park	8.0	50	200,000	50	50	35/70	50
Day Care Center	NA	35	40,000	200	50	25/50	50
Other Special Uses	NA	35	80,000	175	50	25/50	50
Nursing, Convalescent or Assisted Living	16 DU or 32 beds	50	80,000	200	50	25/50	50

* The bulk requirements are applicable to the development site. For multiple structures on a site, refer to the requirements in Section 167.05.

8A

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
   Mayor Dierenfeld called the meeting to order at 6:05 p.m.

2. ROLL CALL
   Present: Clabaugh, Lindeman, Brown, Cope, Temple
   Absent: None
   Council Member Clabaugh arrived at 6:27 p.m.

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 Brown second by Lindeman to enter into Closed Session.
   ROLL CALL: Aye: Lindeman, Brown, Cope, Temple
   Nay: None
   Motion Approved: 4-0
   The meeting entered into Closed Session at 6:06 p.m.
   The meeting entered into Open Session at 6:20 p.m.

4. DISCUSS POSSIBLE GUIDELINES TO ADMINISTER THE STORMWATER UTILITIES HOMEOWNER GRANT PROGRAM
   Community Development Director David Wilwerding introduced Planning Intern Clayton Ender, noting that the proposed grant program would be managed by the new Planner position anticipated to be filled in the new fiscal year.
   Ender reviewed the proposed guidelines, including what other metro communities were doing. Ender noted that staff recommended not limiting the program to a single practice, such as rain barrels, but allow homeowners latitude with their projects. Ender noted that there was currently one-percent, or approximately $7,000, of the Stormwater Utility dedicated to the grant program but that amount could be increased in future years. Ender noted that staff was recommending a maximum award of $750 for best management practices, and $75 for rain barrels.
   Council members noted they were in favor of the project but would like to see additional funding in future years.

5. DISCUSS CHANGES TO CHAPTER 170 ZONING CODE, SIGN REGULATIONS AND PERMIT FEES FOR SIGN PERMITS
   Building Inspector Eric Rehm addressed the Council regarding the sign permit fees. He noted that the fees had remained unchanged for the past 13 years. He also noted that as currently structured, the existing Ordinance imposes a flat fee for signs, which disproportionally equates the value of the sign cost to the property.

He noted that staff suggests going to a fee structure based on the square footage of the sign. Council members noted that they were supportive of the change but also suggested that staff look at the existing Ordinance related to sign materials being comparable to the architecture of the building being signed.

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

Water/Wastewater Superintendent Shane Kinsey reviewed the proposed changes, noting that the first consideration of the changes was also on the non-consent agenda. Kinsey noted that the rates had not been changed since at least 2002. Kinsey advised that the sewer rate change was related to the issuance of a Construction Sanitary Sewer Permit which would allow up to 210 days of unmetered sanitary sewer usage for the construction of one residential single-family dwelling.

Kinsey noted that the water fee changes would allow new residential builders the unmetered water for 210 days, as well as increase the deposit on hydrant meters. He also noted that the changes would increase the fees associated with disconnection and restoral as well as increasing the deposit that new customers would pay when they start service without a letter of credit from a previous utility.

Council members noted that they were supportive of the changes.

The meeting adjourned at 7:05 p.m.

_____
Paula S. Dierenfeld, Mayor

ATTEST:

_____
Cyndee D. Rhames, City Clerk

8B

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
   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
   Boy Scouts Andrew Thompson and Alan Ritchie led the meeting in the Pledge.

5. AGENDA APPROVAL
   Motion by Lindeman second by Temple to approve the Agenda as presented.

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

6. PUBLIC COMMUNICATIONS
   a. 2016 Arbor Day Proclamation
      Mayor Dierenfeld proclaimed April 29, 2016 as Arbor Day in the city of Johnston.
      Parks Director John Schmitz gave an update on the residential tree sale underway within the city. He noted that 160 trees were available to residents. He also noted that the city would be planting an additional 225 trees in various park areas this year.

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.

   The Public Hearing opened at 7:15 p.m.
   Public Works Director Dave Cubit reviewed the bid results and noted that the engineer was recommending awarding the bid to Weidner Construction of Marshalltown.
   Cubit noted that this project is part of the Water Master Plan and that the booster currently exists at the southeast corner of NW 86th Street and NW 62nd Avenue. He advised that the improvements would allow quicker filling of the NW Water Tower.
   Alan Ritchie, 6615 Cheldon Court, asked for additional information on the specific improvements.
   Water/Wastewater Superintendent Shane Kinsey advised that 3 pumps within the station would be updated with variable frequency drives which will allow the City the ability to adjust the water being pumped to meet demands.

   The Public Hearing closed at 7:19 p.m.
   Motion by Clabaugh second by Lindeman to approve Resolution No. 16-81.

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

   Motion by Clabaugh second by Temple to approve Resolution No. 16-82.

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

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

   Motion by Lindeman second by Cope to approve the Consent Agenda.
   ROLL CALL: Aye: Temple, Clabaugh, Lindeman, Brown, Cope
   Nay: None
   Motion Approved: 5-0

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.
   Water/Wastewater Superintendent Shane Kinsey noted this was the item discussed during the Worksession and was related to the implementation of a Construction Sanitary Sewer Permit to be issued to builders for 210 days of construction related sewer use.

   Motion by Temple second by Lindeman to approve First Consideration of Ordinance No. 941.
   ROLL CALL: Aye: Clabaugh, Lindeman, Brown, Cope, Temple
   Nay: None
   Motion Approved: 5-0

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.
Water/Wastewater Superintendent Shane Kinsey noted this was the item discussed during the Worksession and would allow new residential builders the unmetered water for 210 days, as well as increase the deposit on hydrant meters. He also noted that the changes would increase the fees associated with disconnection and restoral as well as increasing the deposit that new customers would pay when they start service without a letter of credit from a previous utility.
Kinsey noted that the amount noted in the last line of Section 3, paragraph 4 should also be $35.00 and would be corrected in future considerations.

Motion by Temple second by Cope to approve First Consideration of Ordinance No. 942, amending the last line of Section 3, paragraph 4 to be $35.00

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

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.
Planning Intern Clayton Ender reviewed the proposed amendment, noting that the applicant would like to construct a new home and accessory structure. Ender noted that without the development agreement amendment, the eastern boundary of the parcel in question would be considered a side yard, subject to the applicable restrictions of a side yard. Ender advised that the Planning & Zoning Commission had considered the request and recommended approval.

Motion by Brown second by Temple to approve Resolution No. 16-87.

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

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.
Community Development Director David Wilwerding noted that the development was planned for but had not yet been platted. Wilwerding noted the conditions for approval including the paving of the gravel drive and extending the hydrant line.

Motion by Lindeman second by Brown to approve Resolution No. 16-84.

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

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.

Motion by Lindeman second by Clabaugh to remove Resolution No. 16-69 from the table for consideration.

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

Planning Intern Clayton Ender noted that since the April 4 meeting the applicant has been meeting with Foth Infrastructure and has submitted a revised preliminary plat, which in staff and Foth's opinion adequately addresses stormwater concerns for the site.
Ender outlined the stormwater management details in the preliminary plat including three drainage basins, with the central basin containing two bottomless manholes which will encourage infiltration of water into the ground.

Ender noted that at the previous meeting development of this property being tied to adjacent properties to the east, but at this time, there was no indication of when the other properties would be developed. Ender noted that utilities on the lot in question would be extended to the property boundaries to accommodate future development.
Ender also advised that suggestions made at the April 4 meeting related to traffic burdens and the extension of a proposed cul-de-sac to NW 64th Place had been explored by the applicant but found to be cost prohibitive as it would result in the loss of lots.
Ender noted that additional right-of-way had been acquired along NW 51st Street to accommodate future reconstruction of NW 51st Street.
Ender answered questions from the Council regarding the placement of the bottomless manholes and the runoff into the old tile in the area.
Community Development Director David Wilwerding reviewed stormwater requirements for this project.
Brad Cooper of Cooper Crawford & Associates addressed the Council regarding the project, noting that he felt that the improvements would be beneficial to the area.
Council Member Temple asked for clarification on what types of improvements may occur as the East of Merle Hay project moves north of NW 62nd Avenue.
The following residents addressed the Council:
Lynn Walker, 6406 NW 51st Street. Noted that she has lived in the area for 37 years and there has always been an issue with stormwater. She also noted that she would like to see this project done correctly for everyone.
Debbie Lemke, 6394 NW 51st Street. Noted her concern about the water issues as well as sidewalk and traffic issues.
Discussion ensued regarding the current design standards for holding water on site, and how that will impact the proposed development as well as neighboring properties.
Jim Evans, 5125 NW 64th Place. Questioned why the sinkhole and tiles haven't been repaired in the area.
Public Works Director Dave Cubit noted that this is private tile and not in the public domain or within an easement.
Marilyn Howieson, 6382 NW 51st Street. Noted that the water table in this area is so high she is not sure it can be corrected.
Deanne Walker-King, noted that she lives on the other side of NW 62nd Avenue and was involved with the process for the East of Merle Hay Road Improvements project and encouraged those in the area to be involved so they can have a say in what occurs in their neighborhoods.

Motion by Clabaugh second by Brown to approve Resolution No. 16-69.
Council Member Temple noted that he still has concerns and would like to see staff look into the existing issues in the area to see if there are measures to help improve the situation.
Council Member Brown noted that he agreed. He advised that he felt what was being done in the proposed plat was the right thing, but that there was still a larger problem in the area. He thanked residents for attending and bringing the issues to the Council's attention.
Council Member Cope noted that he was still a little unclear with Foth's review of the proposal and asked for clarification on the status of locating the water table in the area. Planning Intern Clayton Ender noted that one of Foth's conditions for approval was the submission of a geo-technical report that analyzes the soils in the area to validate the assumed infiltration rate, and that if the infiltration rate comes back invalid, the developer will need to find another solution.
Brad Cooper of Cooper Crawford & Associates noted that they were confident that they would find the level, and that the whole project will only allow an inch and quarter rain to get off their site and will restrict the water coming off the site.
Council Member Cope inquired as to whether action should be delayed until that report comes back.
Cooper noted that he was confident they would be able to find the depth needed. In response to Council Member Clabaugh's question regarding the tile in the area, Cooper noted that they would address the needed repairs, and that there should be improvements. He noted that there would also be additional areas created by the sidewalk installation that will further allow infiltration and slow runoff.

Council Member Lindeman noted that he still had concerns about pedestrian safety in the area.
Council Member Clabaugh noted he was in favor of reviewing the area and the issues brought forth.

ROLL CALL:	Aye:	Clabaugh, Brown, Cope
	Nay:	Lindeman, Temple
Motion Approved:		3-2

f. Consider approval of Claims in the amount of $697,221.48
Motion by Clabaugh second by Cope to approve Claims as presented.

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

10. CITY ADMINISTRATOR/STAFF COMMENTS

City Administrator Jim Sanders noted that he and Dave Cubit had attended a meeting with the Army Corps of Engineers related to Saylorville and a deviation from their plan.
Sanders noted that Dave Cubit and Kinney Carnahan had both submitted notices of their retirements occurring in October.
Sanders advised that during a testing of the storm sirens had revealed an issue with the reception of the signal from Polk County. He noted that the sirens are functional, it's just that the signal is not triggering the siren. He noted that staff continues working with Polk County on the issue.
Sanders noted that Mediacom was making improvements in the area.
Public Works Director Dave Cubit noted that decent progress was being made on the NW 70th Avenue project, but that during excavation, the contractor had found sections of the roadway that are in excess of two and a half feet, which would lead to a change order increase of approximately $65,000.

11. CITY COUNCIL COMMENTS

Council Member Lindeman noted that he would be attending the Central Iowa Regional Drinking Water Association meeting on April 19, 2016.
Council Member Cope noted he had attended the Youth Homes Annual meeting where the City had received the Friends of Youth Home award.
Mayor Dierenfeld reminded everyone of the kite workshop on April 23 and the Annual Kites on the Green event will be held on the first Saturday in May.

12. UPCOMING MEETINGS

May 2, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
May 16, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT

The meeting adjourned at 8:59 p.m.

_____
Paula S. Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

ITEM NO. 8C

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016
Meeting

SUBJECT: Consider the renewal of a Class "B" Beer Permit for Cactus Bob's BBQ Corral, 5955 Merle Hay Road, Suites C&D	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Robert Prince and Craig DeDecker, owners of "Cactus Bob's BBQ" have requested approval for the following application: • Class "B" Beer Permit –Allows commercial establishments to sell beer and wine coolers for on-premise consumption. Also allows carry out sale of beer and wine coolers in original unopened containers. • Sunday Sales The applicants have submitted the appropriate application, DCI background information, Dram Shop and paid the fees required by the City. The application was filed in a timely manner and has been reviewed and approved by the Chief of Police and the Building Official for the City.
FISCAL IMPACT:	A portion of the license fees are returned to the city.
RECOMMENDATION:	Approve Application as presented

Johnston
THRIVE. EVERY DAY.

LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Cactus Bobs BBQ Corral New ☐ Existing ☒

Address: 5955 Merle Hay Rd #C&D Applicant Name: Prince & DeDecker, LLC

Date Application Received: 4/22/16 Council Deadline Date: 4/28/16

Liquor License Privileges

License Class: Class B Beer

Outdoor Service ☐
Sunday Sales ☒

Building Official Review

Date to Building Official: 4/27/16 Inspection Date: 4/27/16

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

Reason for Fail: _____

Building Official Signature: Douglas Sanders

Police Department Review

Date to Police Department: 4/26/16

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

Approve ☒ Deny ☐

Chief of Police Signature: _____

City Clerk Review

City Council: Approve ☐ Deny ☐

Endorse Date: _____

City Clerk Signature: _____

Applicant **License Application (BB0029661)**

Name of Applicant: Prince & DeDecker, L.L.C.

Name of Business (DBA): Cactus Bob's BBQ Corral

Address of Premises: 5955 Merle Hay Rd Suite C & D

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

Business (515) 331-0057

Mailing 5871 Hawthorn Ct.

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

Contact Person

Name Craig

Phone: (515) 707-0943 **Email** dedeckerc@hotmail.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 12 months

Effective Date: 05/17/2016

Expiration Date: 05/16/2017

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 310693 **Federal Employer ID** 20 2339570

Ownership

Robert Prince

First Name: Robert **Last Name:** Prince

City: Des Moines **State:** Iowa **Zip:** 50310

Position: Owner

% of Ownership: 50.00% **U.S. Citizen: Yes**

Craig DeDecker

First Name: Craig **Last Name:** DeDecker

City: Please Select **State:** Iowa **Zip:** 50131

Position: Owner

% of Ownership: 50.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Farmers Insurance Group

Policy Effective Date: 05/17/2016	**Policy Expiration** 05/16/2017
Bond Effective	**Dram Cancel Date:**
Outdoor Service Effective	**Outdoor Service Expiration**
Temp Transfer Effective	**Temp Transfer Expiration Date:**

ITEM NO. 8D

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Consider Resolution No. 16-93 – Appointing Chief of Police Dennis McDaniel as the primary representative and Lt. Lynn Aswegan as the alternate representative to the Polk County Emergency Management Commission.	ACTION REQUIRED: ___ Ordinance XX Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Pursuant to Iowa Code Chapter 29c.9, the Polk County Emergency Management Agency must form a commission with representation from the Board of Supervisors, Sherriff's Office, and the Mayor or Mayor's representative from each city within the county. With the retirement of Chief Bill Vaughn, it is necessary to make a new appointment to the Commission. Chief Dennis McDaniel will serve as the primary representative, with Lt. Lynn Aswegan filling the alternate representative role.
FISCAL IMPACT:	No fiscal impact.
RECOMMENDATION:	Staff recommends approval of Resolution No. 16-93 – Appointing Chief of Police Dennis McDaniel as the primary representative and Lt. Lynn Aswegan as the alternate representative to the Polk County Emergency Management Commission.

RESOLUTION No. 16-93

Resolution to appoint a Member and Alternate Member to the Polk County Emergency Management Commission

Whereas, the county boards of supervisors and city councils in each county shall cooperate with the Iowa Homeland Security and Emergency Management Department to establish a local emergency management commission to carry out the provisions of Iowa Code Chapter 29C; and

Whereas, the commission shall be composed of a member of the board of supervisors, the sheriff, and the mayor from each city within the county; and

Whereas, a commission member may designate an alternate to represent the designated entity; and

Whereas, for any activity related to approval or amendment of the Commission's budget as addressed in section 29C.17, subsection 2, or chapter 24 of the Code of Iowa, participation shall be by a commission member or a designated alternate that is an elected official from the same designated entity; and

Whereas, the commission members shall be the operational liaisons between, their jurisdiction and the commission; and

Whereas, the commission shall meet regularly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments; and

Whereas, the commission shall coordinate emergency services in the event of a disaster;

Now, Therefore, Be it Resolved that Dennis McDaniel be appointed as the Emergency Management Commission Member; and

Be it Further Resolved that Lynn Aswegan be appointed as an Alternate Member; and

Be it Further Resolved that the Member or Alternate Member attend the Commission meetings on behalf of the City of Johnston.

Chief Elected Official	Attest
Date	Date

ITEM NO. 8E

Johnston

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa

AGENDA COMMUNICATION

May 2, 2016

SUBJECT:

Set Public Hearing for May 16, 2016 at 7:00 p.m. to amend the budget for year end June 30, 2016.

ACTION REQUIRED:

___ Ordinance
___ Resolution
_X_ Approval
___ Receive/File

SYNOPSIS:

The current budget was adopted on March 2, 2015. Since the current budget was adopted the timing of capital projects, the decision to not issue bonds in FY16, the Police Chief retirement and subsequent recruitment and hiring, East of Merle Hay NW 60th, NW 63rd Place extension, and many other items have occurred. There has been unanticipated revenue and unanticipated expenditures which have necessitated an amendment of the current budget to ensure statutory compliance.

A budget will have to be amended only if the budgeted expenditures for a Program or Function (Public Safety, Public Works, Health & Social Services, Culture and Recreation, Community & Economic Development, General Government, Debt Service, Business Type Activities) will exceed the amount originally budgeted for that program.

A complete budget amendment hearing notice will be available Monday evening, if not earlier.

FISCAL IMPACT

There will be no increase in tax levies to be paid in the current fiscal year ending June 30, 2015.

RECOMMENDATION

Set May 16, 2016 at 7:00 p.m. for Public Hearing to amend the June 30, 2016 budget.

ITEM NO. 8F

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

May 2, 2016

SUBJECT:	ACTION REQUIRED:
Consider approving amended sign permit fees; Resolution No.16-90.	___ Ordinance _X_ Resolution ___ Approval ___ Receive/File ___ Attorney Rvw

SYNOPSIS:	With concern for the time invested by city staff during sign permit review, and administration aspects such as pre-approval of sizing, allowable areas, and sign types it has been determined the current permit fees do not adequately cover the staff time involved. In addition, through evaluation of other neighboring municipalities the following amendment would bring the value associated with the sign and permit fees more in line. A council work session meeting was held on April 18, 2016 to discuss this amendment to the chapter language regarding the sign ordinance. Mayor Dierenfeld and all Council Members were is agreeance the amendment of the fees were appropriate.
CURRENT FEES:	Existing sign permit fees were last amended in 2004 at $25.00 for temporary signs and $50.00 for all permanent signs.
PROPOSED FEES:	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
RECOMMENDATION:	Approval of Resolution 16-90.

Motion by _____, seconded by _____ to recommend approval of Resolution 16-90; a Resolution approving the amended fees for Sign Permits.

RESOLUTION 16-90

A RESOLUTION AMENDING SIGN PERMIT FEES REFERED TO IN CHAPTER 170 OF THE CITY OF JOHNSTON MUNICIPAL CODE OF 2007 WHEREAS, CHAPTER 170.18(2) ALLOWS FOR THE ESTABLISHMENT OF PERMIT FEES FOR SIGN PERMITS BY RESOLUTION OF THE CITY COUNCIL.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the City of Johnston does hereby adopt effective for any new permits submitted on or after May 3rd, 2016 the fees for Sign Permits as shown herein:

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

PASSED AND APPROVED this 2nd 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
PARKS DEPARTMENT

ITEM NO. 8G

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2nd, 2016 Meeting

SUBJECT: Consider Resolution 16-96, a resolution accepting funding award in the amount of $300,000 from Polk County for the Terra Lake project and to authorize the Mayor to sign the contract agreement.	ACTION REQUIRED: ___ Ordinance _X_ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The City of Johnston has been awarded $300,000 from Polk County through their Community Grant program. These funds are to be directed toward the completion of the Terra Lake project. This will focus on the completion of the lake, several shelters (large and small), recreational trails, playgrounds, fishing pier, and other related structures.
FISCAL IMPACT:	$300,000
RECOMMENDATION:	Approve Resolution 16-96

Motion by _____, seconded by _____, to approve

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

RESOLUTION NO. 16-96

A RESOLUTION ACCEPTING FUNDING AWARD IN THE AMOUNT OF $300,000 FROM POLK COUNTY FOR THE TERRA LAKE PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Johnston was awarded funding in the amount of $300,000 from Polk County for the Terra Lake Project, and

WHEREAS, the City of Johnston City Council approved the request for funding to Polk County, and

WHEREAS, the associated agreement is consistent with the overall goals for the Terra Lake project, therefore

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

The Mayor is hereby authorized and directed to execute the agreement for and on behalf of the City of Johnston, Iowa

PASSED AND APPROVED this 2nd day of May, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

LETTER OF AGREEMENT
BETWEEN
POLK COUNTY, IOWA
AND
CITY OF JOHNSTON, IOWA

THIS AGREEMENT is made between Polk County, Iowa and the City of Johnston, Iowa. The Polk County Board of Supervisors authorizes the distribution of $300,000.00 in Community Development grant funds to the City of Johnston for the Terra Lake Project.

The Polk County Board of Supervisors has determined that it is in the interest of the community to support the Terra Lake Project which will focus on an eight acre lake, several shelters (large and small), recreational trails, playgrounds, fishing piers, related structures and an addition to their community center. The Terra Lake Project will enhance the City of Johnston and will improve the quality of life for Polk County citizens.

The funds granted by this agreement will be spent within Polk County and for the benefit of Polk County residents. The funds are directed to be expended on the construction and material costs related to the Terra Lake Project.

City of Johnston, Iowa will make records available, including receipts, to the Grant Administrator with the Board of Supervisors upon request. A Grant Reporting Form will be submitted online at http://apps.polkcountyiowa.gov/cbg prior to January 30, 2017 and a final report will be submitted no later than December 31, 2017.

If any brochures or printed materials are developed after the execution of this grant agreement, they will reflect support of Polk County for the program.

City of Johnston will comply with all Community Development recipient requirements.

Polk County is not a partner in this activity. No joint venture is created by this document.

For City of Johnston, Iowa:

_____
Paula Dierenfeld, Mayor

For the Polk County Board of Supervisors:

_____

Date: _____

Johnston
PARKS DEPARTMENT

ITEM NO. 8H

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2nd, 2016 Meeting

SUBJECT: Consider Resolution 16-97, a resolution accepting funding award in the amount of $700,000 from Vision Iowa for the Terra Lake project and to authorize the Mayor to sign the contract agreement.	ACTION REQUIRED: ___ Ordinance _X_ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The City of Johnston has been awarded $700,000 from Vision Iowa through their Community Attraction and Tourism (CAT) grant. These funds are to be directed toward the completion of the Terra Lake project. This will focus on the completion of the lake, several shelters (large and small), recreational trails, playgrounds, fishing pier, and other related structures.
FISCAL IMPACT:	$700,000
RECOMMENDATION:	Approve Resolution 16-97

Motion by _____, seconded by _____, to approve

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

18

RESOLUTION NO. 16-97

A RESOLUTION ACCEPTING FUNDING AWARD IN THE AMOUNT OF $700,000 FROM VISION IOWA FOR THE TERRA LAKE PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Johnston was awarded funding in the amount of $700,000 from Vision Iowa for the Terra Lake Project, and

WHEREAS, the City of Johnston City Council approved the funding request to Vision Iowa, and

WHEREAS, the associated agreement is consistent with the overall goals for the Terra Lake project, therefore

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

The Mayor is hereby authorized and directed to execute the agreement for and on behalf of the City of Johnston, Iowa

PASSED AND APPROVED this 2nd day of May, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

April 22, 2016

The Honorable Paula Dierenfeld
City of Johnston
6221 Merle Hay Road
Johnston, Iowa 50131

RE: City of Johnston CAT Agreement 16-CAT-015 – Terra Lake Improvements

Dear Mayor Dierenfeld:

Congratulations on your CAT award of $700,000. **For this award to take effect, the enclosed Agreement must be signed and returned within forty-five (45) days of the Vision Iowa Board's transmittal of this Agreement.** Please return the Agreement to:

Nicole Shalla
Grants Manager
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50309

CAT awards are disbursed on a reimbursement basis. The amount of reimbursement is based on the percentage of your CAT to the Total Project Cost. This process helps to ensure that both local funds and CAT funds are injected into the project as it progresses.

At least one disbursement of funds must be made within the first year of your award date. Before any funds can be released to your project, the following items must be completed and submitted:

1. A resolution of the City Council authorizing the execution and delivery by the City of this Agreement and such other documents as the Vision Iowa Board or the Vision Iowa Board's legal counsel may reasonably request, and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind the City.
2. Evidence acceptable to the Vision Iowa Board or the Vision Iowa Board's legal counsel that all other funding sources that have been committed to this Project.
3. Form "W-9, Request for Taxpayer Identification Number and Certification."

When you are ready to submit a reimbursement claim, please send a cover letter that shows a bulleted listing of all costs incurred. This listing should include the vendor, the amount paid, the check number of the payment, and the date payment was made. The authorized officer (named in the resolution described earlier in this letter) must sign the letter in ink. Please enclose copies of the paid invoices behind your cover letter. The invoice should clearly list what is being paid for and the check number that you sent to pay the invoice. Please include the following language on your cover letter:

> As per CAT Agreement (insert your agreement number), I am requesting reimbursement for the following invoices totaling (insert the total of your enclosed invoices). Please forward payment to the following address (insert your mailing address). I hereby certify, under penalty of perjury, that the expenditures and figures presented to the Iowa Economic Development Authority on (insert date) are

true and correct. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision. Furthermore, I understand that providing false, misleading, or fraudulent information to the Board may result in civil and/or criminal liabilities and penalties against the Recipient and its representatives.

Once I receive your request for reimbursement, it will take approximately four to six weeks to process your request and send a check. However, please note this period may vary depending on the workload of our Accounting staff. With this in mind, you may wish to consider interim financing for your project.

As your project progresses, we would appreciate information on any groundbreaking ceremonies, ribbon cuttings, or similar events. As these events are scheduled, please pass this information on to me so that I may inform the Board. The Vision Iowa Board and the Iowa Economic Development Authority look forward to seeing each project and the opportunity to visit with you in person.

If you should have any questions or concerns, please contact me at 515.725.3043 or nicole.shalla@iowa.gov.

Kind regards,

Nicole Shalla
Grants Manager

Enclosures

VISION IOWA

COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT AGREEMENT

RECIPIENT: City of Johnston
CAT AGREEMENT NUMBER: 16-CAT-015
EFFECTIVE DATE: April 13, 2016
PROJECT NAME: Terra Lake Improvement
TOTAL GRANT AMOUNT: $700,000
PROJECT COMPLETION DATE: April 30, 2018

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Vision Iowa Board** ("**Board**" or "**Vision Iowa**") and the **City of Johnston** ("**Recipient**").

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Vision Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Vision Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on April 13, 2016, unanimously voted to award a Grant of $700,000 to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Vision Iowa Board and Recipient agree to the following terms:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by the Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by the Recipient as described in this Agreement, Program Description and Budget

(Exhibit C), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means April 30, 2018, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2
GRANT AGREEMENT DURATION

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Vision Iowa Board, if any, are received by the IEDA or all outstanding obligations to the Vision Iowa Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3
IDENTITIES OF THE PARTIES

3.1 **VISION IOWA BOARD** The **Vision Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Vision Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 200 East Grand Avenue, Des Moines, IA 50309. The Vision Iowa program is administered by IEDA. IEDA's address is 200 East Grand Avenue, Des Moines, Iowa 50309.

3.2 **RECIPIENT** The **City of Johnston** is an Iowa municipality located at 6221 Merle Hay Road, Johnston, Iowa 50131.

ARTICLE 4
FUNDING

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204 (2001). The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of

sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to the Recipient and/or termination of this Agreement.

ARTICLE 5
TERMS OF GRANT

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to the Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to the Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit C). It is further understood and agreed that the total of all payments to the Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** The Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit C). Recipient shall maintain the Project in accordance with the representations in Exhibits A and C during the term of this Agreement. The Recipient shall allow the Board, its internal or external auditors, the IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** The Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. These records shall be available to the Board, its internal or external auditors, the IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, the Recipient shall deliver to IEDA,

(i) Copies of all agreements or documents relating to the Project;
(ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
(iii) A list of all unpaid bills for labor and materials in connection with the Project; and
(iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

The Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit C of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit C. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit C of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit C to determine the change in Project Cost. Second, the change in Project Cost is divided by the total Project Cost listed in Exhibit C. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit C of the Agreement

- The funded project had a total project cost listed in Exhibit C of $1,000,000
- The funded project had a total Grant funds listed in Exhibit C of $200,000

Completed project numbers

- The project, when completed, had a total cost of $900,000

Calculation of the amount to be returned

1. The actual total Project Cost ($900,000) is subtracted from the total Project Cost listed in Exhibit C ($1,000,000). This amount equals $100,000.
2. $100,000 divided by $1,000,000 equals 10%.
3. 10% multiplied by $200,000 equals $20,000. **Recipient shall return** $20,000 to IEDA.

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, the Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to the Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, the Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6
CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by May 13, 2016 shall be grounds for termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

(i) A resolution of the City Council authorizing the execution and delivery by the Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind the Recipient.

(ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.

(iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 **REIMBURSEMENT OF FUNDS** The Recipient shall submit a request for reimbursement to IEDA before IEDA shall disburse any award proceeds. Requests for reimbursement shall be made in a manner acceptable to IEDA.

Recipient or its designee shall request reimbursement by submitting the request in the form designated by IEDA. The form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund.

The reimbursement by the Board will be limited to a pro-rata portion of the Recipient's allowable expenses for the relevant period.

If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

(a) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit C of the Agreement

- Total Project Cost: $1,144,000
- Grant funds: $200,000
- Local Match: $944,000

In-kind allowance

- Local Match ($944,000) multiplied by 25% equals $236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost ($1,144,000) and the in-kind allowance ($236,000) equals $908,000.
- The Grant funds ($200,000) divided by $908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(b) **METHOD OF PAYMENT** Prior to reimbursement, the Recipient shall specify the account to receive funds. Grant Funds shall be maintained in a segregated account and shall not be commingled with other funds.

(c) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by the Recipient, IEDA may suspend payment to the Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this

Agreement because of an Event of Default by the Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(d) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by the Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by the Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in the Recipient's possession or under the Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Board to make the Grant award referred to in this Agreement, the Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** The Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. The Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning the Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by the Recipient to the Board for CAT funding completely and accurately represents the Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date the Recipient submitted the CAT Application to the Board.

7.4 **CLAIMS AND PROCEEDINGS** There are no actions, lawsuits, or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever its right to execute the Agreement or the ability of the Recipient to make the payments required under the Agreement or to otherwise comply with the obligations of the Recipient contained in the Agreement. There are no actions, lawsuits, or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or the Project.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by the Recipient when each and every advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by the Recipient, the estimated cost of the Project is $4,403,750. Recipient shall notify the Board within thirty days (30) if the estimated cost of the Project changes by more than five percent (5%).

ARTICLE 8

COVENANTS OF RECIPIENT

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, the Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** The Recipient shall complete the Project by April 30, 2018. For the purposes of this section, "complete" means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, the Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** The Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against the Recipient that would adversely impact the Project.

(c) **REPORTS** The Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. The Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

(i) Annual audited financial statements.

(ii) Certified year-end financial statements or balance sheets.

(iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve the Recipient's Project performance.

(d) **NOTICE OF MEETINGS** The Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. The Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend any and all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** The Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

(i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;

(ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by the Recipient of any representation or warranty made by the Recipient in the Agreement;

(iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Agreement; and

(iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of the Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(c), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** The Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** The Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, the Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of the Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in the Recipient's ownership, structure, or control. A change in board membership of the Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in the Recipient's approved CAT Application, (Exhibit A) unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9
DEFAULT; REMEDIES; AND TERMINATION

9.1 **NOTICE OF EVENT(S) OF DEFAULT** The Recipient shall promptly notify the Board upon

becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, the Recipient in connection with this Agreement or to induce the Board to make a Grant to the Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished .

(b) **NONCOMPLIANCE** The Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (located at 261 Iowa Administrative Code chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** The Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in the Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** The Recipient expends Loan/Forgivable Loan or Grant funds for purposes not described in the CAT Application as approved by the Board, Exhibit A, or Exhibit C.

(g) **INSOLVENCY OR BANKRUPTCY** The Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Recipient applies for or consents to the appointment of a trustee or receiver for the Recipient or for the major part of its property; or if a trustee or receiver is appointed for the Recipient or for all or a substantial part of the assets of the Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against the Recipient and, if instituted against the Recipient, are consented to, or, if contested by the Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** The Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** The Recipient sells, transfers, conveys, assigns, encumbers, or

otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which the Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem the Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to the Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by the Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and the Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. The Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10
GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **VISION IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 **COMPLIANCE WITH LAWS AND REGULATIONS**

(a) The Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. The Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa

Administrative Code Chapter 211).

(b) The Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) The Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, the Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of the Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, the Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 **SURVIVAL OF AGREEMENT** Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 **CHOICE OF LAW AND FORUM** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Vision Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 **NO THIRD-PARTY BENEFICIARIES** There are no third-party beneficiaries to this Agreement.

10.8 **MODIFICATION** Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment

if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code, Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of the Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by the Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** The Recipient shall pay upon demand all reasonable fees and expenses , including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Vision Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether the Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between the Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

(a) Exhibit A - CAT Application, as approved by the Vision Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at the IEDA.
(b) Exhibit B - Vision Iowa Board Award Letter.
(c) Exhibit C - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

(a) Articles 1-10 of this Grant Agreement.
(b) Exhibit C, Program Description and Budget.
(c) Exhibit B, Board Award Letter.
(d) Exhibit A, CAT Application as approved by the Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE VISION IOWA BOARD:

BY: _____
Cathy Reece, Chairwoman

FOR RECIPIENT:

BY: _____
Paula Dierenfeld, Mayor

LIST OF EXHIBITS

Exhibit A	CAT Application, as approved by Board (on file with IEDA)
Exhibit B	Vision Iowa Board Award Letter
Exhibit C	Program Description and Budget

COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET

EXHIBIT C

Name of Recipient: City of Johnston **DATE: April 13, 2016**

Agreement Number: 16-CAT-015

PROJECT DESCRIPTION	PERFORMANCE TARGET	AMOUNT BUDGETED		
		CAT	LOCAL	TOTAL
This project includes the construction of an open-air amphitheatre, a large picnic shelter with restrooms, a lakefront shelter, a fishing pier, a multi-use play area, new parking lots, improved trails, and new landscaping.		$700,000	$3,703,750	$4,403,750
Related Matching Resources				
TOTAL AMOUNT OF ALL FUNDS BUDGETED:		$700,000	$3,703,750	$4,403,750

ITEM NO. 8I

Johnston
PARKS DEPARTMENT

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2nd, 2016 Meeting

SUBJECT: Approval of Pay Request Number 1 to Kingston Services in the amount of $271,455.85 for construction of a new Parking Lot at Terra Lake.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	This invoice is for payment of Pay Request number 1 for Earthwork, Sub-grading, and paving of the new parking lot at Crown Point Community Center for the Terra Lake Park Improvements Phase 2.
FISCAL IMPACT	Funds are available in the Terra Lake Improvements Fund Line 340.5.764.64170.
RECOMMENDATION:	Staff is recommending approval of this payment of Pay Request No.1 to Kingston Services.

Motion by _____, seconded by _____, to approve Pay Request No.1 in the amount of $271,455.85 to Kingston Services for work performed for the Terra Lake Park Improvements Phase 2.

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

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APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: Terra Lake Park Improvements Phase 2
OWNER: City of Johnston
CONTRACTOR: Kingston Services
ADDRESS: 1510 Ohio Street
Des Moines, IA 50314
DATE: April 21, 2016

S&A PROJECT NO.: 115.0890

PAYMENT PERIOD: 04/01/16 - 04/22/16

1. CONTRACT SUMMARY:

Original Contract Amount:	$ 1,853,724.00
Net Change by Change Order:	$0.00
Contract Amount to Date:	$1,853,724.00

CONTRACT PERIOD: WORKING DAYS

Original Contract Date:	December 22, 2015
Substantial Completion:	
Final Completion:	December 1, 2016
Added by Change Order:	0
Contract Time to Date:	0

2. WORK SUMMARY:

Total Work Performed to Date:	$ 285,743.00
Retainage: 5%	$14,287.15
Total Earned Less Retainage:	$271,455.85
Total Previous Payments	$0.00
AMOUNT DUE THIS APPLICATION:	$271,455.85

3. CONTRACTOR'S CERTIFICATION:

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

Kingston Services
CONTRACTOR

By _____ DATE: 4/22/16

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By _____ DATE: 4/22/16

5. OWNER'S APPROVAL

City of Johnston
OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		QUANTITY	UNIT	UNIT COST	TOTAL COST	QTY COMP	% COMPLETE	AMOUNT COMP
	ORIGINAL CONTRACT:							
PARKING AREAS								
1.1	Mobilization	1	LS	$ 96,000.00	$ 96,000.00	0.50	50%	$ 48,000.00
1.2	Perimeter Construction Fencing, 4'	3,800	LF	$ 4.50	$ 17,100.00	760	20%	$ 3,420.00
1.3	Traffic Control	1	LS	$ 9,200.00	$ 9,200.00	0.25	25%	$ 2,300.00
2.1	Remove and Dispose Pavement	6,870	SY	$ 8.00	$ 54,960.00		0%	$ -
2.2	Remove Lighting and Electrical Service	1	LS	$ 8,200.00	$ 8,200.00	0.35	35%	$ 2,870.00
2.3	Clear & Grub Woody Plant Material	1	LS	$ 10,000.00	$ 10,000.00	0.75	75%	$ 7,500.00
2.4	Remove Traffic Sign	4	EA	$ 400.00	$ 1,600.00		0%	$ -
3.1	Strip/Stockpile Topsoil	4,000	CY	$ 6.00	$ 24,000.00	2,400	60%	$ 14,400.00
3.2	Earthwork	1	LS	$ 62,000.00	$ 62,000.00	0.40	40%	$ 24,800.00
3.3	Respread Topsoil	2,660	CY	$ 4.00	$ 10,640.00		0%	$ -
3.4	Erosion Control	1	LS	$ 36,000.00	$ 36,000.00	0.25	25%	$ 9,000.00
4.1	Reconstruct Intake	2	EA	$ 2,250.00	$ 4,500.00		0%	$ -
4.2	4" Perforated PE Drain Tile	2,170	LF	$ 13.00	$ 28,210.00	570	26%	$ 7,410.00
4.3	6" Perforated HDPE Drain Tile	660	LF	$ 17.00	$ 11,220.00		0%	$ -
4.4	12" HDPE	30	LF	$ 70.00	$ 2,100.00		0%	$ -
4.5	18" HDPE	290	LF	$ 75.00	$ 21,750.00		0%	$ -
4.6	18" RCP Flared End Section with Footing and Apron Guard	1	EA	$ 2,500.00	$ 2,500.00		0%	$ -
4.7	12" Nyloplast Intake with Beehive Grate	2	EA	$ 2,500.00	$ 5,000.00		0%	$ -
4.8	SW 511 Storm Intake	2	EA	$ 3,500.00	$ 7,000.00		0%	$ -
4.9	SW 501 Storm Intake	1	EA	$ 4,000.00	$ 4,000.00		0%	$ -
4.10	SW 401 Storm Manhole	1	EA	$ 5,000.00	$ 5,000.00		0%	$ -
4.11	6" PVC Water Service Line	200	LF	$ 84.00	$ 16,800.00		0%	$ -
4.12	4" PVC Water Service Line	460	LF	$ 42.00	$ 19,320.00		0%	$ -
4.13	6" Water Valve	2	EA	$ 900.00	$ 1,800.00		0%	$ -
4.14	4" Water Valve	1	EA	$ 800.00	$ 800.00		0%	$ -
4.15	6" Sanitary Sewer Line	475	LF	$ 72.00	$ 34,200.00		0%	$ -
4.16	Sanitary Sewer Clean-Out	5	EA	$ 800.00	$ 4,000.00		0%	$ -
4.17	Sanitary Manhole	1	EA	$ 4,800.00	$ 4,800.00		0%	$ -
4.18	Parking Lot and Trail Lighting	1	LS	$ 71,500.00	$ 71,500.00	0.10	10%	$ 7,150.00
5.1	Demolish Existing Pump House and Picnic Shelter	1	LS	$ 12,000.00	$ 12,000.00		0%	$ -
5.2	Trash Enclosure	1	LS	$ 25,000.00	$ 25,000.00		0%	$ -
6.1	5" Depth PCC	2,150	SY	$ 34.00	$ 73,100.00		0%	$ -
*6.2	6" Depth HMA	7,125	SY	$ 36.00	$ 256,500.00			
*6.3	7" Depth HMA	3,785	SY	$ 38.00	$ 143,830.00			
*6.4	24" PCC Curb and Gutter	2,265	LF	$ 19.00	$ 43,415.00			
*6.5	24" Concrete Header	675	LF	$ 26.00	$ 17,550.00			
6.6	Concrete Permeable Pavers on 24" Granular Base	2,500	SF	$ 25.00	$ 62,500.00		0%	$ -
6.7	6" Depth Subgrade Preparation	1,990	SY	$ 3.00	$ 5,970.00		0%	$ -
6.8	12" Depth Subgrade Preparation	11,695	SY	$ 5.00	$ 58,475.00	4,705	40%	$ 23,525.00
6.9	6" Depth Granular Base	3,500	TON	$ 21.00	$ 73,500.00	1,408	40%	$ 29,568.00
6.10	Pavement Markings	1	LS	$ 8,000.00	$ 8,000.00		0%	$ -
7.1	Traffic Sign	20	EA	$ 400.00	$ 8,000.00		0%	$ -
7.2	Bioretention Cells	1	LS	$ 40,000.00	$ 40,000.00		0%	$ -
7.3	Seeding - Native Seed Mix	1	LS	$ 5,400.00	$ 5,400.00		0%	$ -
7.4	Seeding - Lawn Seed Mix	3.5	AC	$ 2,800.00	$ 9,800.00		0%	$ -
REGIONAL TRAILS								$ -
1.1	Mobilization	1	LS	$ 12,000.00	$ 12,000.00		0%	$ -
1.2	Traffic Control	1	LS	$ 2,100.00	$ 2,100.00		0%	$ -
2.1	Remove and Dispose Pavement	3,100	SY	$ 8.00	$ 24,800.00		0%	$ -
2.2	Remove Storm Sewer	12	LF	$ 14.00	$ 168.00		0%	$ -
2.3	Remove Field Fence	350	LF	$ 4.00	$ 1,400.00		0%	$ -
2.4	Protect Selected Trees	1	LS	$ 5,000.00	$ 5,000.00		0%	$ -
2.5	Clear & Grub Woody Plant Material	1	LS	$ 5,000.00	$ 5,000.00		0%	$ -
3.1	Earthwork	1	LS	$ 18,000.00	$ 18,000.00		0%	$ -
3.2	Erosion Control	1	LS	$ 6,000.00	$ 6,000.00		0%	$ -
3.3	Seeding - Lawn Seed Mix	0.8	AC	$ 2,800.00	$ 2,240.00		0%	$ -
4.1	15" CMP Culvert	40	LF	$ 38.00	$ 1,520.00		0%	$ -
4.2	18" CMP Culvert	50	LF	$ 46.00	$ 2,300.00		0%	$ -
4.3	15" CMP Flared End Section and Apron Guard	2	EA	$ 600.00	$ 1,200.00		0%	$ -
4.4	18" CMP Flared End Section and Apron Guard	2	EA	$ 700.00	$ 1,400.00		0%	$ -
5.1	5" Depth HMA	3,962	SY	$ 38.00	$ 150,556.00		0%	$ -
5.2	12" Subgrade Preparation	4,160	SY	$ 5.00	$ 20,800.00		0%	$ -
WEST TRAIL								
1.1	Mobilization	1	LS	$ 18,000.00	$ 18,000.00		0%	$ -
1.2	Traffic Control	1	LS	$ 2,100.00	$ 2,100.00		0%	$ -
2.1	Remove Pavement	350	SY	$ 8.00	$ 2,800.00		0%	$ -
2.2	Strip Vegetation	810	SY	$ 10.00	$ 8,100.00		0%	$ -
3.1	Strip/Stockpile Topsoil	3,000	CY	$ 6.00	$ 18,000.00		0%	$ -
3.2	Earthwork and Import	1	LS	$ 40,000.00	$ 40,000.00		0%	$ -
3.3	Respread Topsoil	2,500	CY	$ 4.00	$ 10,000.00		0%	$ -
3.4	Erosion Control	1	LS	$ 6,000.00	$ 6,000.00		0%	$ -
3.5	Seeding - Lawn Seed Mix	0.6	AC	$ 2,800.00	$ 1,680.00		0%	$ -
4.1	18" CMP Culvert	160.0	LF	$ 70.00	$ 11,200.00		0%	$ -
4.2	18" CMP Flared End Section and Apron Guard	4	EA	$ 1,400.00	$ 5,600.00		0%	$ -
5.1	5" Depth HMA	2,150	SY	$ 38.00	$ 81,700.00		0%	$ -
5.2	12" Subgrade Preparation	2,600	SY	$ 5.00	$ 13,000.00		0%	$ -
ALTERNATE BID ITEM 1: PCC INLIEU OF HMA AT CROWN POINT								
*1.1	DEDUCT 6" Depth HMA	3,500	SY	$ (36.00)	$ (126,000.00)			
*1.2	DEDUCT 7" Depth HMA	3,800	SY	$ (38.00)	$ (144,400.00)			
*2.1	DEDUCT 24" PCC Curb & Gutter	1,990	LF	$ (19.00)	$ (37,810.00)			
*2.2	DEDUCT 24" Concrete Header	520	LF	$ (20.00)	$ (10,400.00)			
3.1	ADD 6" Depth PCC	3,725	SY	$ 36.00	$ 134,100.00	1,725	46%	$ 62,100.00
3.2	ADD 7" Depth PCC	4,135	SY	$ 38.00	$ 157,130.00	1,150	28%	$ 43,700.00
ALTERNATE BID ITEM 2: PCC INLIEU OF HMA AT NORTH PARKING								
*1.1	DEDUCT 6" Depth HMA	3,460	SY	$ (36.00)	$ (124,560.00)			
*2.1	DEDUCT 24" PCC Curb & Gutter	300	LF	$ (19.00)	$ (5,700.00)			
*2.2	DEDUCT 24" Concrete Header	155	LF	$ (20.00)	$ (3,100.00)			
3.1	ADD 6" Depth PCC	3,460	SY	$ 36.00	$ 124,560.00		0%	$ -
	TOTAL ORIGINAL CONTRACT:				$ 1,853,724.00			$ 285,743.00
	*Bid Items 6.2-6.5 omitted inlieu of Alternate Bid Items 1 and 2							

ITEM NO. 8J

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT: Consider approval of Pay Application #4 to Corell Contractor, Inc. for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project.	**ACTION REQUIRED:** ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney ___ Review DRW
SYNOPSIS:	Attached is Pay Request No. 4 in the amount of $219,210.81 for work completed as of April 20, 2016 on the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project. 5% of the completed value of the work has been retained totaling $27,233.34 to date. Jared Rokke, Foth Infrastructure and Environment has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract. A copy of Pay Application # 4 is attached.
FISCAL IMPACT:	$219,210.81 of the total project cost of $847,183.20. Funds are budgeted through TIF distract # 1.
RECOMMENDATION:	Approval of Pay Application # 4.

Motion by _____, seconded by _____ to approve Pay Application # 4.

RECEIVED

APR 25 2016

PAY REQUEST 4

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

Contractor:

Corell Contractor Inc.
1300 Lincoln Street
West Des Moines, IA 50265

Project Title	NW 63rd Place Extension NW 59th Court to Merle Hay Road		
Johnston Project File No.	63P	Project Number	14J012.01
Purchase Order Number			
Orig. Contract Amount & Date	$639,803.20	6/1/2015	
Notice to Proceed Date	6/12/2015		
Estimated Completion Date	6/30/2016		
Pay Period	1/8/2016	to	4/20/2016
Pay Request Number	4		
Date	4/21/2016		
Contract ID			

BID ITEMS

Item No.	Fund.Dept.Object No.	Item Code	Description	Unit	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 1 - GENERAL									
1.1	5.760.67610	1090-A-2000	Mobilization	LS	1	$54,050.95	$54,050.95	1.00	$54,050.95
DIVISION 2 - EXCAVATION AND GRADING									
2.1	5.760.67610	2010-C-1000	Clearing & Grubbing	LS	1	$9,790.00	$9,790.00	1.00	$9,790.00
2.2	5.760.67610	2010-D-1000	Topsoil, On Site	CY	525	$26.50	$13,912.50	0.00	$0.00
2.3	5.760.67610	2010-E-1010	Excavation, Class 10	CY	1,293	$17.40	$22,498.20	1293.00	$22,498.20
2.4	5.760.67610	2010-G-1006	Subgrade Preparation, 12 in.	SY	3,425	$4.00	$13,700.00	3202.00	$12,808.00
2.5	5.760.67610	2010-I-3006	Modified Subbase, 6 In.	SY	3,425	$10.00	$34,250.00	3202.00	$32,020.00
2.6	5.760.67610	2010-J-1000	Removals, As Per Plan	LS	1	$7,735.00	$7,735.00	1.00	$7,735.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION									
3.1	5.760.67650	3010-E-1000	Porous Backfill, 1" Clean	TON	205	$139.50	$28,597.50	117.31	$16,364.75
3.2	5.760.67650	3010-E-3000	Porous Backfill, 3" Clean	TON	5	$774.25	$3,871.25	7.57	$5,861.07
3.3	5.760.67650	3010-E-3750	Seperation Layer, Porous, 3/8" Clean	TON	3	$1,267.00	$3,801.00	0.00	$0.00
DIVISION 4 - SEWERS AND DRAINS									
4.1	5.768.67670	4010-A-1008	San. Sewer, Gravity, Trenched, PVC Truss, 8 in.	LF	31	$293.00	$9,083.00	31.00	$9,083.00
4.2	5.768.67670	4010-I-1000	Sanitary Sewer Cleanout	EA	1	$2,824.25	$2,824.25	1.00	$2,824.25
4.3	5.760.67650	4020-A-1015	Storm Sewer, Trenched, RCP, Cl V, 15 in. (Gasketed)	LF	554	$85.00	$47,090.00	554.00	$47,090.00
4.4	5.760.67650	4020-A-2000	Special Pipe Connection, Storm Sewer, SW-211	EA	1	$2,080.00	$2,080.00	0.00	$0.00
4.5	5.760.67650	4030-B-1015	Pipe Apron, Concrete, 15 in.	EA	1	$2,012.00	$2,012.00	1.00	$2,012.00
4.6	5.760.67650		Field Tile and Fittings, PVC, Unspecified Dia	LF	250	$36.00	$9,000.00	0.00	$0.00
4.7	5.760.67650	4060-B-2000	Video Inspection of Sanitary Sewer and Storm Sewer	LS	1	$2,060.00	$2,060.00	0.00	$0.00
DIVISION 5 - WATER MAIN AND APPURTENANCES									
5.1	5.766.67800	5010-A-1008	Water Main, Trenched, PVC C900, DR18, 8 in.	LF	707	$58.50	$41,359.50	707.00	$41,359.50
5.2	5.766.67800	5010-A-2008	Water Main, Trenched, PVC C900, DR18, 8in., Restrained Joint	LF	45	$94.75	$4,263.75	45.00	$4,263.75
5.3	5.766.67800	5010-B-1000	Water Main, w/ Casing Pipe, Trenched	LF	55	$188.00	$10,340.00	55.00	$10,340.00
5.4	5.766.67800	5010-C-1000	Water Main Fittings	LB	480	$12.25	$5,880.00	760.00	$9,310.00
5.5	5.766.67800		Live Tap w/ 16"x8" Tapping Sleeve	EA	1	$9,820.00	$9,820.00	1.00	$9,820.00
5.6	5.766.67800	5020-A-1008	Valve, Gate, 8 In.	EA	2	$1,560.00	$3,120.00	2.00	$3,120.00
5.7	5.766.67800	5020-C-1000	Fire Hydrant Assembly	EA	3	$4,345.00	$13,035.00	3.00	$13,035.00
5.8	5.766.67800		Relocation of Water Main	EA	1	$11,500.00	$11,500.00	0.00	$0.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER									
6.1	5.760.67650	6010-A-1060	Manhole, Storm Sewer, SW-401, 60"	EA	1	$7,500.00	$7,500.00	1.00	$7,500.00
6.2	5.760.67650	6010-B-1505	Intake, Double Grate, SW-505	EA	1	$3,700.00	$3,700.00	1.00	$3,700.00
~~6.3~~	~~5.768.67670~~	~~6010-E-1000~~	~~Manhole Adjustment, Minor~~	~~EA~~	~~0~~	~~$500.00~~	~~$0.00~~	~~0.00~~	~~$0.00~~
6.4	5.768.67670	6010-G-1000	Connection to Existing Sanitary Manhole	EA	1	$7,500.00	$7,500.00	1.00	$7,500.00
6.5 (CO-1)	5.768.67670	6010-F-1000	Manhole Adjustment, Major	EA	1	$4,800.00	$4,800.00	1.00	$4,800.00

DIVISION 7 - STREETS & RELATED WORK									
7.1	5.760.67610	7010-A-1007	Pavement, PCC, Class C, 7 in.	SY	3,057	$56.75	$173,484.75	278.60	$15,810.78
7.2	5.760.67610	7030-A-1000	Removal of Sidewalk and Driveway	SY	89	$23.25	$2,069.25	23.50	$546.38
7.3	5.760.67612	7030-E-1004	Sidewalk, PCC, 4 in	SY	459	$44.10	$20,241.90	0.00	$0.00
7.4	5.760.67612	7030-E-1006	Sidewalk, PCC, 6 in	SY	25	$84.00	$2,100.00	0.00	$0.00
7.5	5.760.67612	7030-G-1000	Detectable Warnings	SF	50	$42.00	$2,100.00	0.00	$0.00
7.6	5.760.67610	7030-H-1007	Driveway, Paved, PCC, 7 in	SY	115	$49.00	$5,635.00	0.00	$0.00
7.7	5.760.67610	7040-A-1000	Patches, Full Depth, PCC	SY	47	$89.25	$4,194.75	32.00	$2,856.00
7.8	5.760.67610	7040-H-1000	Pavement Removal	SY	321	$13.00	$4,173.00	310.60	$4,037.85
7.9	5.760.67610	7040-I-1000	Curb and Gutter Removal	LF	88	$27.00	$2,376.00	0.00	$0.00
7.10	5.760.67610		Temporary Granular Surfacing	TON	200	$53.00	$10,600.00	169.98	$9,008.94
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL									
8.1	5.760.67615		Traffic Control	LS	1	$3,520.00	$3,520.00	0.75	$2,640.00
8.2	5.760.67610		Painted Pavement Markings, Durable	STA	15	$252.26	$3,728.40	0.00	$0.00
8.3	5.760.67610		Painted Symbols and Legends, Durable	EA	4	$275.00	$1,100.00	0.00	$0.00
8.4	5.760.67615		Temporary Construction Barriers	LF	130	$27.50	$3,575.00	0.00	$0.00
DIVISION 9 - SITEWORK AND LANDSCAPING									
9.1	5.760.67610	9010-B-1001	Hydraulic Seeding, Fertilizing & Mulching, Type 1 (Permanent Lawn M	ACRE	0.8	$4,345.00	$3,476.00	0.00	$0.00
~~9.2~~	~~5.760.67610~~	~~9010-B-1004~~	~~Hydraulic Seeding, Fertilizing & Mulching, Type 4 (Temp. Erosion Mix)~~	~~ACRE~~	~~1.6~~	~~$3,025.00~~	~~$4,840.00~~	~~0.00~~	~~$0.00~~
9.2A	5.760.67610	9010-B-2000	Hydraulic Mulching	ACRE	1.6	$1,925.00	$3,080.00	1.24	$2,387.00
9.3	5.760.67610	9010-D-1000	Watering	MGAL	70	$66.00	$4,620.00	0.00	$0.00
9.4	5.760.67610	9010-E-1000	Warranty	LS	1	$2,200.00	$2,200.00	0.00	$0.00
9.5	5.760.67610	9040-A-2000	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	$4,400.00	$4,400.00	25.50	$112,200.00
9.6	5.760.67610	9040-N-1000	Silt Fence, Installation	LF	1,500	$1.87	$2,805.00	445.00	$832.15
9.7	5.760.67610	9040-N-3000	Silt Fence, Removal	LF	1,500	$0.33	$495.00	0.00	$0.00
9.8	5.760.67610	9040-T-1000	Inlet Protection Device, Install and Remove	EA	4	$126.50	$506.00	4.00	$506.00
9.9	5.760.67610	9040-T-2000	Intake Protection Device, Maintenance	EA	4	$22.00	$88.00	0.00	$0.00
9.10	5.760.67610	9060-D-1000	Remove and Reinstall Existing Fence	LF	50	$58.00	$2,900.00	0.00	$0.00
9.11	5.760.67610	9060-E-1000	Removal of Fence	LF	135	$19.75	$2,666.25	125.00	$2,468.75
9.12	5.760.67610	9060-F-1000	Temporary Construction Fence	LF	1,500	$2.50	$3,750.00	0.00	$0.00
DIVISION 12 - STRUCTURES									
12.1	5.760.67650		Special Intake Structure, Double Grate Intake w/ Manholes	EA	3	$15,225.00	$45,675.00	1.50	$22,837.50
12.2	5.760.67650		Intake Drain and Fittings, Dual Wall PVC, Perforated, 6 in.	EA	3	$3,270.00	$9,810.00	0.00	$0.00
12.3	5.760.67650		Temporary Intake Grouting, Install and Remove	EA	3	$953.00	$2,859.00	0.00	$0.00
12.4	5.760.67650		Stormwater Chamber and Fittings	EA	3	$10,550.00	$31,650.00	3.00	$31,650.00
12.5	5.760.67650		Modular Block Retaining Wall - Bioretention Basin	EA	3	$10,000.00	$30,000.00	0.00	$0.00
12.6	5.760.67650		Concrete Wall Cap and Landscaping Apron	EA	3	$7,990.00	$23,970.00	0.00	$0.00
12.7	5.760.67650		Ornamental Metal Railing	EA	3	$3,867.00	$11,601.00	0.00	$0.00
12.8	5.760.67650		Bioretention Basin Planting Medium	CY	630	$44.00	$27,720.00	0.00	$0.00
						TOTAL	$847,183.20		**$544,666.81**

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

PAY REQUEST SUMMARY

		Total Approved	Total Completed
	Contract Price	$839,803.20	$544,666.81
	Approved Change Order 1	$4,300.00	$4,300.00
	Approved Change Order 2	-$1,760.00	-$1,760.00
	Approved Change Order 3	$0.00	$0.00
	Revised Contract Price	$842,343.20	$544,666.81
		Materials Stored	$0.00
		Retainage 5%	$27,233.34
		Total Earned Less Retainage	$517,433.47
Total Previously Approved (list each)	Pay Request 1	$236,964.77	
	Pay Request 2	$58,990.24	
	Pay Request 3	$2,267.65	
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	$298,222.66
		Amount Due This Request	**$219,210.81**
		Percent Complete	64.7%
		Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)	81.8%

The amount **$219,210.81** 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	$289,555.99
5.760.67612	SIDEWALK	$0.00
5.760.67615	TRAFFIC CONTROL	$2,640.00
	TRAFFIC SIGNAL	$0.00
5.760.67170	STREETSCAPE	$0.00
5.760.67650	STORM DRAINAGE	$137,015.32
5.766.67800	WATER MAIN, HYDRANT	$91,248.25
5.768.67670	SANITARY SEWER	$24,207.25
5.760.67616	UTILITY RELOCATION	$0.00

Contractor: Corell Contractor Inc.	Recommended By: Foth Infrastructure	Checked By: City of Johnston
Signature: [signature]	Signature: [signature]	Signature:
Name: Eric Thompson	Name: Jared Rokke	Name:
Title: PM	Title: PROJECT ENGINEER	Title:
Date: 4-21-2016	Date: 4-22-16	Date:

ITEM NO. 8K

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Consider Resolution No. 16-101—A Resolution approving the acquisition of real estate interests and authorizing payments to acquire real property for the NW 57th Avenue Improvements	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Staff is requesting approval of Resolution No. 16-101 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. 16-101 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	_____	_____	_____	_____

XB

RESOLUTION NO. 16-101

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 2nd day of May, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

ACQUISITION SUMMARY (April 15, 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
47	5670 NW Beaver Drive	Golden Enterprises LTD	5670 NW Beaver Drive, Johnston, IA 50131		0	0	4,340	$0.00	$0.00	$729.12	$0.00	$729.12
												$0.00
												$0.00
												$0.00
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												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
					0	0	4,340	$0.00	$0.00	$729.12	$0.00	$729.12

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. 8L

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT: Purchase Aqua Hawk HSX from Hawkins, Inc.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS	The purchase will replace inventory of Hydrogen Bioxide that is used at the Hydrogen Bioxide injector located on NW Beaver Drive. The hydrogen bioxide is used to control odors and prevent corrosion in the NW Beaver Drive Low Pressure Sewer System. This is a single source purchase. Hawkins, Inc. is the local distributor of Aqua Hawk HSX.
FISCAL IMPACT	631-5.815.65124 Equipment Supplies $6,910.20
RECOMMENDATION	Staff recommends the approval of the purchase.

ITEM NO. 8M

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT: Professional Service Agreement with MSA Professional Services for the Design of the NW Beaver Drive Overlay-Merle Hay Road to North Corporate Limits.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS	We have received an agreement from MSA Professional Services for the Design of the NW Beaver Drive Overlay-Merle Hay Road to North Corporate Limits. This agreement includes the Design of an HMA mill and overlay project along NW Beaver Drive from Merle Hay Road to North Corporate Limits. The project will include median/splitter island in locations along with recreational trail.
FISCAL IMPACT	Cost of this agreement is not to exceed $177,200
RECOMMENDATION	approval

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

NB

MSA PROFESSIONAL SERVICES
More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today March 21, 2016 by and between CITY OF JOHNSTON (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name:	NW Beaver Drive Overlay – Merle Hay Road to North Corporate Limits
The scope of the work authorized is:	See Attached
The schedule to perform the work is:	As Stipulated
The cost, not to exceed for the work is:	$177,200

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF JOHNSTON

Paula Dierenfeld
Mayor
Date:_____

6221 Merle Hay Road
Johnston, Iowa 50131
Phone: (515) 278-2344

MSA PROFESSIONAL SERVICES, INC.

Jason Miller, PE
Office Manager
Date: March 23, 2016

1555 SE Delaware Avenue, Suite F
Ankeny Iowa 50021
Phone: (515) 964-1920

ATTACHMENT A:
RATE SCHEDULE
MARCH 2015/2016*

CLASSIFICATION	LABOR RATE
Architects	$125-$151/hr.
Clerical	$60-$80/hr.
CAD Technician	$59-$110/hr.
Geographic Information Systems (GIS)	$76-$128/hr.
Housing Administration	$58-$104/hr.
Hydrogeologists	$99-$152/hr.
Planners	$83-$160/hr.
Principals	$155-$190/hr.
Professional Engineers	$85-$190/hr.
Project Manager	$62-$180/hr.
Registered Land Surveyors	$93-$150/hr.
Staff Engineers	$80-$115/hr.
Technicians	$59-$110/hr.
Wastewater Treatment Plant Operator	$72-113/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Fax	$1.00/page
GPS Equipment	$40/hour
Mailing/UPS	At cost
Mileage – (currently $0.575/mile)	Rate set by Fed. Gov.
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100.00/day
PC/CADD Machine	Included in labor rates
Robotics Geodimeter	$30/hour
Stakes/Lathe/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2016. After March 1, 2016, these rates may increase by not more than 5% per year.

MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Iowa)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (Engineer) proposes to provide design phase services for the City of Johnston, Iowa (Owner), including submission of plans and specifications to the Iowa DNR and/or other permitting authorities for the following:

1) NW Beaver Drive – Merle Hay Rd. to North Corporate Limits

Design of an HMA mill and overlay project along NW Beaver Drive from Merle Hay Road to the North Corporate Limits (approximately 3.25 miles). Project will include median / splitter island in locations along with recreational trail. SUDAS Design Standards and Specifications shall be implemented, including current City of Johnston Supplemental Specifications.

The project limits can be summarized by:

1) HMA Structural Overlay with Milling
   - Merle Hay Road to North Corporate Limits
2) Shoulder Fillets
   - North of NW 90th Ave.
3) Recreational Trail
   - Combination Roadway/Trail
     i. Merle Hay Road to North Property Line of the Boat House
        1. Median/Concrete Splitter Island
   - Standard Recreational Trail
     i. North Property Line of the Boat House to NW 78th Ave. (By Others/Consultant)
4) Guardrail
   - North of NW 90th Ave.

In association with completion of the above project, the following assumptions are applicable:

Survey:

Upon determination of alignment, a complete topographic survey of proposed improvement area shall be performed. Topographic survey shall include locating and identifying observable features within the improvement area, as well as research for determining existing property owners, and property lines. All One-Call locates, existing right of way and easements shall be surveyed in State Plane coordinate system (NAD83/Iowa south) and sea level elevations (NAVD88).

Permit Applications:

Engineer shall complete and submit all required forms to applicable regulatory agencies, as well as pay associated permit fees, including the NPDES permit.

Subsurface Investigation and Geotechnical Evaluations:

Upon determination of alignment, Engineer shall perform subsurface investigation and geotechnical evaluations, to further qualify the geotechnical materials to be encountered during construction. For basis of this Scope of Service, it has been assumed by the ENGINEER that the Engineer's Sub-Consultant, Terracon, shall perform an anticipated

14 soil borings, including pavement cores, though the project corridor. Additional soil borings and/or pavement cores will be taken on an as needed basis, as determined by the ENGINEER and/or the OWNER. Upon such determination, ENGINEER herein agrees that additional pavement cores shall be at $135 per, with such costs being considered out of the scope of these services.

Project Coordination

ENGINEER shall coordinate design of project with City's Trail design Consultant (Consultant), Shive-Hattery, for trail design within the corridor. The Consultant's plans will be incorporated into NW Beaver Drive – Merle Hay Rd. to North Corporate Limits plan set for bid and letting. ENGINEER herein assumes Consultant shall comply with stipulated schedule.

ENGINEER will also coordinate with the City's finance director throughout the project for billing and budget purposes. The Roadway plans will be considered Division 1 and the Trail (Consultant's plans) will considered Division 2 for bidding purposes and funding.

Project Manager and Principal

The ENGINEER shall assign Carl Elshire, P.E. as client liaison of project, Nichole Sungren, P.E. as the Project Manager, and Jason Miller, P.E. as Principal for the project. ENGINEER shall not modify said assignments without OWNER consent.

BASIC ENGINEERING SERVICES NW Beaver Dr. Overlay - Merle Hay Rd. to NCL

1. *SURVEY AND MAPPING*
   a. ENGINEER shall meet with OWNER prior to survey to coordinate limits of survey and implementation timelines.
   b. Perform topographic and boundary survey of project site. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment. The City will provide the ENGINEER with the City of Johnston Vertical and Horizontal Control information (benchmarks) for use on the project prior to the survey commencing.
   c. ENGINEER shall determine the location of utilities within the existing right-of-way for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.

2. *CONSULTANT COORDINATION*
   a. ENGINEER will provide CONSULTANT any design information for the project, including horizontal and vertical alignment, as it becomes available.
   b. ENGINEER will meet with the CONSULTANT a minimum of three (3) times (preliminary, check, and final plan stages) to coordinate plan submittals.
   c. ENGINEER will rely on CONSULTANT to provide plan sheets (in PDF format) and cost estimates, to ENGINEER at a minimum of one (1) day prior to ENGINEER'S scheduled deadline for City submittal.

3. *MEETINGS*
   a. ENGINEER shall attend three (3) meetings with City Council and City staff to discuss project status and answer questions.

b. ENGINEER shall attend two (2) Public Information meetings to provide the public a summary of the project and answer questions. The meeting format shall include a brief overview of the project (5-10 minutes) followed by a public question and answer session.

4. *PRELIMINARY DESIGN PHASE*
   a. Obtain existing public Utility location documentation from OWNER, as well as applicable existing franchise utilities and incorporate into preliminary design.
   b. Prepare and perform necessary subsurface investigations to qualify in situ soil conditions through Sub consultant Terracon;
   c. Perform Drainage evaluation, in conformance with OWNER's intent to address localized ponding. Including evaluating:
      i. Potential subdrain and/or bioswale locations
   d. Evaluate current alignment for proposed trail location
      i. Realign roadway; if necessary
   e. Guardrail design
   f. Median/splitter island design
   g. Recreational trail design
   h. HMA overlay design
   i. Evaluate current roadway section for potential embankment widening
   j. Prepare roadway plan and profile sheets.
   k. Prepare roadway cross sections.
   l. Develop Preliminary Design Phase opinion of probable cost;
   m. ENGINEER shall develop preliminary phasing and traffic control plans.
   n. Determine Proposed Easement needs, if any;
   o. Perform internal Quality Assurance/Quality Control Review;
   p. ENGINEER shall provide a preliminary design phase (50% complete) plan set to the OWNER for review and comment.
   q. Meet with OWNER to review Preliminary Design phase drawings and incorporate comments

5. *FINAL DESIGN PHASE*
   a. Prepare roadway plan and profile sheets.
   b. Prepare roadway cross sections.
   c. Prepare plan quantities, tabulations and estimate reference information.
   d. ENGINEER shall develop Erosion control plan and SWPPP. ENGINEER shall prepare SWPPP document for project specifications and CONTRACTOR shall file NPDES permit.
   e. ENGINEER shall develop detailed phasing and traffic control plans.
   f. Prepare Plans and Specifications, including OWNER provided standard front ends.
   g. Perform internal Quality Assurance/Quality Control Review;
   h. Refine opinion of probable cost for check plan phase;
   i. ENGINEER shall provide a check plan set (90% Complete) to the OWNER for review and comment.
   j. Meet with Owner to review Check Plan Phase drawings and incorporate comments.
   k. Refine Opinion of Probable cost Based upon Completed Plans and Specifications.
   l. Coordinate with Camp Dodge and Army Corps of Engineers (COE) and other relevant agencies, prepare any applicable Permit Applications, and submit. ENGINEER shall pay appropriate fees.
   m. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
   n. Provide OWNER with final PDF of final plans and specifications, as well as CAD file of utility line work.

6. *BIDDING PHASE*
   a. Printing of bidding Documents (up to 10 sets of plans and specifications)
   b. Preparation of electronic bid form per City of Johnston example. The bid form will be available in the specifications and will be a locked Excel spreadsheet available to contractors to use for bidding purposes.

c. Uploading plans and specifications to QuestCDN for bidding purposes from final PDF.
d. Assist OWNER with Bidding Documents, as necessary
e. Email Notice to Bidders
f. Respond to Contractor questions during bidding process
g. Attend Bid Opening;
h. Tabulate Bids and distribute to OWNER
i. Assist the OWNER in Evaluating bidders and make a recommendation for award
j. Preparation of construction contract for signature and distribute signed contracts;
k. Review completed contract, bonds, and insurance and issue Notice to Proceed

7. *PROJECT ADMINISTRATION*

a. Project Design Administration
   i. Perform internal quality review to assure compliance with OWNER's intent.
   ii. Coordinate internal Staff to assure compliance with OWNER's intent
   iii. Prepare Project Correspondence.
   iv. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

b. Project Design Meetings
   i. Conduct design review meeting with City Staff at Preliminary (50%) and Check Plan (90%) completion.

Items Not Included in Basic Services

1. Additional Meetings

Attendance at any such meetings that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

2. Construction Administration and Inspection

It has been assumed under this agreement that no services are required in association with Construction Administration and Inspection (Resident Project Representative). As such, any work in relation to Construction administration and Inspection shall be considered out of scope of this agreement.

3. Environmental, wetland or archeological investigations and analysis.

PROJECT SCHEDULE NW Beaver Dr. Overlay - Merle Hay Rd. to NCL

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE	DATE
• Commence Project Design	May 1, 2016
• Preliminary Plan Submittal	September 1, 2016
• Check Plan Submittal	October 24, 2016
• Final Plan Submittal	November 21, 2016
• Bid Letting	December 13, 2016
• Award of Contract	January 2/3, 2017

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

Imagery ©2016 Google, Map data ©2016 Google 2000 ft

NW Beaver Drive Overlay - From Merle Hay Road to North Corporate Limits

ITEM NO. 8N

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT: Professional Service Agreement with MSA Professional Services for the Acquisition Services of the NW Beaver Drive Overlay-Merle Hay Road to North Corporate Limits.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS	We have received an agreement from MSA Professional Services for the Acquisition Services of the NW Beaver Drive Overlay-Merle Hay Road to North Corporate Limits. This agreement includes the Design of an HMA mill and overlay project along NW Beaver Drive from Merle Hay Road to North Corporate Limits. The project will include median/splitter island in locations along with recreational trail.
FISCAL IMPACT	Cost of this agreement is not to exceed $56,900
RECOMMENDATION	approval

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

Professional Services Agreement

MSA PROFESSIONAL SERVICES
More ideas. Better solutions.

This AGREEMENT (Agreement) is made today March 25, 2016 by and between CITY OF JOHNSTON (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name:	NW Beaver Drive Overlay – Merle Hay Road to North Corporate Limits, easement acquisition services
The scope of the work authorized is:	See Attached
The schedule to perform the work is:	As Stipulated
The cost, not to exceed for the work is:	$56,900.00

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF JOHNSTON

Paula Dierenfeld
Mayor
Date:_____

6221 Merle Hay Road
Johnston, Iowa 50131
Phone: (515) 278-2344

MSA PROFESSIONAL SERVICES, INC.

Jason Miller, PE
Office Manager
Date: March 25, 2016

1555 SE Delaware Avenue, Suite F
Ankeny Iowa 50021
Phone: (515) 964-1920

ATTACHMENT A:
RATE SCHEDULE
MARCH 2015/2016*

CLASSIFICATION	LABOR RATE
Architects	$125-$151/hr.
Clerical	$60-$80/hr.
CAD Technician	$59-$110/hr.
Geographic Information Systems (GIS)	$76-$128/hr.
Housing Administration	$58-$104/hr.
Hydrogeologists	$99-$152/hr.
Planners	$83-$160/hr.
Principals	$155-$190/hr.
Professional Engineers	$85-$190/hr.
Project Manager	$62-$180/hr.
Registered Land Surveyors	$93-$150/hr.
Staff Engineers	$80-$115/hr.
Technicians	$59-$110/hr.
Wastewater Treatment Plant Operator	$72-113/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Fax	$1.00/page
GPS Equipment	$40/hour
Mailing/UPS	At cost
Mileage – (currently $0.575/mile)	Rate set by Fed. Gov.
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100.00/day
PC/CADD Machine	Included in labor rates
Robotics Geodimeter	$30/hour
Stakes/Lathe/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2016. After March 1, 2016, these rates may increase by not more than 5% per year.

MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Iowa)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Scope of Services
NW Beaver Drive Overlay – Merle Hay Rd. to North Corporate Limits

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (Engineer) proposes to provide easement acquisition services for the City of Johnston, Iowa (Owner), for the following:

1) NW Beaver Drive – Merle Hay Rd. to North Corporate Limits

Project includes HMA mill and overlay project along NW Beaver Drive from Merle Hay Road to the North Corporate Limits (approximately 3.25 miles). Project will include median / splitter island in locations along with recreational trail. SUDAS Design Standards and Specifications shall be implemented, including current City of Johnston Supplemental Specifications.

The project limits can be summarized by:

1) HMA Structural Overlay with Milling
    - Merle Hay Road to North Corporate Limits
2) Shoulder Fillets
    - North of NW 90th Ave.
3) Recreational Trail
    - Combination Roadway/Trail
        i. Merle Hay Road to North Property Line of the Boat House
            1. Median/Concrete Splitter Island
    - Standard Recreational Trail
        i. North Property Line of the Boat House to NW 78th Ave. (By Others/Consultant)
4) Guardrail
    - North of NW 90th Ave.

In association with completion of the above project, the following assumptions are applicable:

Project Coordination

ENGINEER shall coordinate design of project with City's Trail design Consultant (Consultant), Shive-Hattery, for trail design within the corridor. The Consultant's plans will be incorporated into NW Beaver Drive – Merle Hay Rd. to North Corporate Limits plan set for bid and letting. ENGINEER herein assumes Consultant shall comply with stipulated schedule.

ENGINEER will also coordinate with the City's finance director throughout the project for billing and budget purposes. The Roadway plans will be considered Division 1 and the Trail (Consultant's plans) will considered Division 2 for bidding purposes and funding.

Project Manager and Principal

The ENGINEER shall assign Carl Elshire, P.E. as client liaison of project, Nichole Sungren, P.E. as the Project Manager, and Jason Miller, P.E. as Principal for the project. ENGINEER shall not modify said assignments without OWNER consent.

BASIC ENGINEERING SERVICES NW Beaver Dr. Overlay - Merle Hay Rd. to NCL

1. *EASEMENT PREPARATION* *(ASSUMED 50 temporary, 9 permanent)*
   a. Prepare, develop, and file (record) temporary easement documents in relation to project, certified by licensed Land Surveyor.

2. *EASEMENT ACQUISITION SERVICES* *(ASSUMED 50 temporary, 9 permanent)*
   a. Record of Property Ownership and Liens Certificates. Based upon the final design of the project, identify those parcels that are expected to be acquired in fee, or encumbered by an easement.
   b. Compensation valuation. For the purposes of determining fair market value of the uncomplicated, or low-value, acquisitions of right of way along the project, incorporate a project data book that will include comparable land sales for various property types and use along the project corridor, and present these values to OWNER for review and approval prior to negotiations.
      i. The project data book shall be prepared in accordance with the appraisal policy and procedures manual of the Iowa Department of Transportation, Office of Right of Way, Revised, 2003.
   c. Acquisition Process. Upon approval of the form and format for permanent and temporary easement documents, prepare the necessary transfer documents based upon current ownership information, current City acquisition documents, along with easement purchase agreements and a breakdown of compensation to be paid (for land, plus any damages to the remaining tract, as a direct result of the project or construction). Provide good faith negotiations to acquire all rights of way needed for the project.
   d. Closing Process. Upon completion of the acquisition of right of way, organize and verify data for each parcel file's closing and payment process or return the refused parcel file data to the OWNER for further processing and/or condemnation if negotiations reach an impasse. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and an allocation of proceeds statement directing payment(s) to be made.
   e. Acquisition: Forms of transfer documents and purchase agreements will be submitted to the OWNER for approval and acceptance. Good faith efforts shall be made to negotiate the purchase of the land, or interests in the land, needed for the project. ENGINEER shall make contact with the property owners, tenants and/or their legal representatives to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by Mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, any further required services shall be considered out of scope of this agreement.

3. *PROJECT ADMINISTRATION*
   a. Project Design Administration
      i. Perform internal quality review to assure compliance with OWNER's intent.
      ii. Coordinate internal Staff to assure compliance with OWNER's intent
      iii. Prepare Project Correspondence.
      iv. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

Items Not Included in Basic Services

1. **Additional Meetings**

   Attendance at any such meetings that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

2. **Eminent Domain Services associated with Easement Acquisition.**

   It has been assumed under this agreement, that easement acquisition services shall not require eminent domain procedures. As such, any easement acquisition service that should require eminent domain procedures would herein be considered out of scope of this agreement.

3. **Complicated Easement acquisitions, and/or, those estimated to exceed $10,000.**

   It has been assumed under this agreement that easement acquisition services shall be performed for a total proposed acquisition less than $10,000/parcel and/or shall not be complicated. As such, any services required in such a fashion would be considered out of scope of this agreement.

4. **Appraisal and Review appraisal services associated with easement acquisition.**

   It has been assumed under this agreement that no services associated with Appraisals or review appraisals shall be necessary for the completion of the project. As such, any services required in such a fashion would be considered out of scope of this agreement.

PROJECT SCHEDULE

NW Beaver Dr. Overlay - Merle Hay Rd. to NCL

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE	DATE
• Commence Project Design	May 1, 2016
• Preliminary Plan Submittal	September 1, 2016
• Check Plan Submittal	October 24, 2016
• Final Plan Submittal	November 21, 2016
• Bid Letting	December 13, 2016
• Award of Contract	January 2/3, 2017

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

Imagery ©2016 Google, Map data ©2016 Google 2000 ft

NW Beaver Drive Overlay - From Merle Hay Road to North Corporate Limits

ITEM NO. 80

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT:	ACTION REQUIRED:
Resolution 16-102 fixing date for a meeting on the proposition to authorize a lease agreement in the principal amount of not to exceed $20,000 for the purpose of equipping the Municipal Library, for general corporate purpose, and Providing for Publication of Notice Thereof	___ Ordinance __X(1) Resolution ___ Approval ____ Receive/File Teresa

SYNOPSIS:	This public hearing will allow the Library to enter into a lease agreement for two pieces of equipment from Premier Office Equipment, Inc and a third piece currently owned will be added to the maintenance agreement. The lease attached provides all the details. The Library Director stated that *"it makes more sense to lease as we get equipment replaced more often. Granted we don't have an asset that's ours but the machines are worth virtually nothing by the time we get rid of them"* . Before a lease agreement may be authorized, it is necessary to comply with the provisions of the Code of Iowa, Sections 362.4(4) and 384.25.
FISCAL IMPACT:	Lease payment amounts are equal to the current maintenance payment amounts and are included in the operational budget of the Library.
RECOMMENDATION	Approve Resolutions 16-102 Setting May 16, 2016 for the public hearing.

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION TO AUTHORIZE A LEASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $20,000, FOR THE PURPOSE OF EQUIPPING THE MUNICIPAL LIBRARY, FOR A GENERAL CORPORATE PURPOSE, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION TO AUTHORIZE A LEASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $20,000, FOR THE PURPOSE OF EQUIPPING THE MUNICIPAL LIBRARY, FOR A GENERAL CORPORATE PURPOSE, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

16-102

WHEREAS, it is deemed necessary and advisable that the City of Johnston, State of Iowa, should enter into a lease agreement in the principal amount of not to exceed $20,000 as authorized by Sections 362.4(4) and 384.25 of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out a general corporate purpose project as hereinafter described; and

WHEREAS, the term of the proposed Lease does not exceed the economic life of the property to be acquired; and

WHEREAS, the lease agreement shall be payable from the General Fund; and

WHEREAS, before a lease agreement may be authorized, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the lease agreement and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 7:00 o'clock P.M., on the 16th day of May, 2016, for the purpose of taking action on the matter of the authorization of a lease agreement, in the principal amount of not to exceed $20,000 for a general corporate purpose of the City, the proceeds of which will be used to provide funds to pay costs of equipping the municipal library.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of such meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, the publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the authorization of the lease agreement.

Section 3. The notice of the proposed action to authorize the lease agreement shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF JOHNSTON, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LEASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $20,000, FOR THE PURPOSE OF EQUIPPING THE MUNICIPAL LIBRARY, FOR A GENERAL CORPORATE PURPOSE, AND THE PUBLIC HEARING ON THE AUTHORIZATION THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Johnston, State of Iowa, will hold a public hearing on the 16th day of May, 2016, at 7:00 o'clock P.M., in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at which meeting the Council proposes to take additional action for the authorization of a lease agreement in the principal amount of not to exceed $20,000 for a general corporate purpose of the City, the proceeds of which will be used in order to provide funds to pay costs of equipping the municipal library.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of the lease agreement or will abandon the proposal.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Sections 362.4(4) and 384.25 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

_____

City Clerk, City of Johnston, State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of May, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

Equipment Lease Agreement

WELLS FARGO

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information:		**Supplier Information:**	
Customer's Full Legal Name ("You" and "Your"): City of Johnston		Supplier Name ("Supplier"): Premier	
Address: 6700 Merle Hay Road		Address: 1510 E Olive Street	
City/State/Zip Code: Johnston, IA 50131		City/State/Zip Code: Marshalltown, IA 50158	
Telephone Number: 515-278-5233	Federal Tax ID#: 42-6151614		County: Polk

Equipment Information:
☐ See Attached Equipment Schedule

Equipment Location (if different than address shown above):
DBA Johnston Public Library

Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Xerox 7225 w/ finisher, fax, envelope tray, 3 hole	1	JPC / Jamex Copier Interface
1	Xerox 6655		

Term And Payment Information: Initial Term: 60 months Payment*: $$215.50 (*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: Security Deposit: $ Documentation/Processing Fee: $75.00

Advance Payment: $ applied to: ☐ 1st Payment ☐ Last Payment ☐ 1st and Last Payments

Purchase Option (shall be Fair Market Value unless another option is checked): ☒ Fair Market Value ☐ $1.00 ☐ Other: _____

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; AUTOMATIC RENEWAL. The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You have a $1.00 Purchase Option, You shall notify Us in writing at least 60 days but not more than 120 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) this Lease will automatically renew for an additional one-year period** (a "Renewal Term"), and (b) all terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to purchase or return the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Term.**

3. UNCONDITIONAL OBLIGATION. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

4. PAYMENTS. You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or $29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of $20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above) City of Johnston		**Wells Fargo Financial Leasing, Inc.** ("We," "Us," "Our" and "Lessor")	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	

any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of $250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. DOLLAR PURCHASE. This Section only applies if You have a $1.00 Purchase Option. At the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar ($1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown above multiplied by the total number of Payments to be paid over the Initial Term, plus $1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to $1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your Lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: Equipment Lease Agreement **(the "Agreement")**

Lessee/Renter/Customer: City of Johnston **("Customer")**

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): City of Johnston		**Wells Fargo Financial Leasing, Inc.**	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	

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Premier Lease Application

PREMIER OFFICE EQUIPMENT INC.

1510 E. Olive St.
Marshalltown, IA 50158
(641) 752-1200

2900 Justin Dr. # A
Urbandale, IA 50322
(515) 727-4567

Premier Representative Doug McClure

BUSINESS INFORMATION

Legal Company Name: City of Johnston
DBA: Johnston Public Library
Address: 6700 Merle Hay Road
City, State, Zip: Johnston, IA 50131
Phone#: 515-278-5233
Fax#
Federal Tax I.D. #: 42-6151614
Business Type: (Check one): Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Other ☒
State of Incorporation
# of Years in Business
Contact Person: Eric Melton
E-Mail Address: melton@johnstonlibrary.com

LEASE INFORMATION

Description of Product Xerox 7225 and Xerox 6655
Payment Amount
Product Cost
Lease Term in Months: 60
New ☒ **Used** ☐
Purchase Option: FMV ☒ 10% ☐ $1.00 ☐

PERSONAL DATA

Name of Owner #1	Title	Name of Owner #2	Title
Address	City/State/Zip	Address	City/State/Zip
Social Security #	Date of Birth / Ownership %	Social Security #	Date of Birth / Ownership %

BANK INFORMATION

Present Bank of Applicant		Previous or Second Bank of Applicant	
Branch	Phone	Branch	Phone
Name of Bank Officer	Acct. #	Name of Bank Officer	Acct. #

TRADE REFERENCES

Trade Reference Name and Address	Contact	Phone #
1		
2		
3		

AUTHORIZATION

I authorize release of any credit or financial information to Premier or their assigns.

X
Authorized Signature **Signer's Printed Name** **Date**

X
Authorized Signature Signer's Printed Name Date

Bold = Required

premier
COPIERS • PRINTERS • IT SERVICES

A Xerox Company

Premier Maintenance Plan

PREMIER OFFICE EQUIPMENT INC.

1510 E. Olive St.
Marshalltown, IA 50158
(641) 752-1200

2900 Justin Dr. # A
Urbandale, IA 50322
(515) 727-4567

Date: 4/15/2016 Salesperson: Doug McClure

BILL TO:

COMPANY NAME: Johnston Public Library
ADDRESS: 6700 Merle Hay Road
CITY/STATE/ZIP: Johnston, IA 50131
CONTACT: Eric Melton
PHONE: 515-278-5233
FAX:

SHIP TO:

COMPANY NAME: Same
ADDRESS:
CITY/STATE/ZIP:
PHONE:
METER CONTACT: Eric Melton
EMAIL ADDRESS: melton@johnstonlibrary.com

EQUIPMENT DESCRIPTION

QTY	MAKE / MODEL #	TAG #	SERIAL #	B/W READING	COLOR READING
1	Xerox 7225				
1	Xerox 6655				
1	Xerox 7225	P-16924	LX7374968		

COVERAGE INFORMATION

Coverage Dates: 4 / / 2016 to 4 / / 2019

Black & White Copies/Prints

- [x] **PREMIER PLATINUM PLAN**
- [ ] **PREMIER GOLD PLAN**
- [ ] **PREMIER PLAN**

Black & White Base Rate: $197.50

Black & White Copies Included in Base: 5,500

Base Billed: ✓ **Monthly** **Quarterly** **Annually**

Black & White Overage Rate: .015

Overage Billed: ✓ **Monthly** **Quarterly** **Annually**

Color Copies/Prints

- [x] **PREMIER PLATINUM PLAN**
- [ ] **PREMIER GOLD PLAN**
- [ ] **PREMIER PLAN**

Color Base Rate: Included in Mono Base

Color Copies Included in Base: 2,000

Base Billed: ✓ **Monthly** **Quarterly** **Annually**

Color Overage Rate: .069

Overage Billed: ✓ **Monthly** **Quarterly** **Annually**

SPECIAL INSTRUCTIONS AND TERMS:

NET 10 DAYS 1.5% AFTER 30 DAYS (18% ANNUALLY)

Customer PO #

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS READ THE TERMS AND CONDITIONS ON THE REVERSE OF THIS DOCUMENT AND IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE LISTED ORGANIZATION. THIS IS A NON CANCELABLE AGREEMENT

NAME (PRINT) TITLE SIGNATURE

Premier Color / Black & White Maintenance Plans

For maintaining the walk-up functionality of the base copier, printer or fax equipment, Premier Office Equipment agrees to perform maintenance in accordance with the following terms and conditions:

1) This is a non-cancelable agreement. The initial term of this agreement shall begin and end on the date stated in the coverage date section on the reverse side and shall be automatically renewed for successive 12-month periods unless written notice of termination is received by either party at least 30 days prior to the expiration of the initial term or any renewal term thereof. Each year, on the anniversary of the beginning coverage date, this agreement will be invoiced at the then prevailing rates.
2) Premier Office Equipment will provide all routine repairs and maintenance necessitated by normal usage of the copier, fax or printer covered under this agreement Monday through Friday, 8:00 a.m. to 5:00 p.m., except company recognized holidays.
3) This agreement does not cover:
    a. Service or parts required due to misuse, abuse, neglect, accidents or other causes beyond Premier Office Equipment's control.
    b. Any service, parts, or cleanings required due to the use of any non-authorized toner or foreign agents.
    c. Exterior hardware including doors, covers, casters, operation panels, stands, exit trays, staplers, paper cassettes, instruction manuals, etc. which may become stolen, lost or broken.
    d. Any major in-shop refurbishing or rebuilds.
    e. Replacement or repair of any network devices not directly involved with the walk-up copying process. I.e.: print controllers, NIC cards, software, print drivers, storage devices, wiring or computer network support, etc. Service on these items can be arranged on an hourly basis.
    f. Damage or repair due to acts of God, terrorism, war, or any other damage occurring from uncontrollable circumstances.
4) Customer agrees to provide:
    a. Suitable electrical service and environmental conditions.
    b. Premier Office Equipment with all necessary meter readings that may be required for billing purposes.
    c. A suitable environment for Premier Office Equipment technicians to perform service maintenance.
    d. Prompt payment of all service invoices.
5) Premier is not responsible for delays in service due to manufacturer's non-availability of parts.
6) Premier Office Equipment may use any parts suitable for equipment repair including, but not limited to, new parts, used parts or parts available from alternate parts sources.
7) Plan Definition for Color/Black & White Copies/Prints/Scans:
    a. **Premier Platinum Plan** – Includes all parts, labor, drum units, transfer units, developer and toner. Excludes staples and paper
    b. **Premier Gold Plan** – Includes all parts, labor, drum units and transfer units. Excludes black and color toner, developer, staples & paper.
    c. **Premier Plan** – Includes parts and labor only. Excludes black and color toner, developer, drum units, transfer units, staples and paper.
8) This agreement may not be assigned by customer without written consent from Premier Office Equipment, Inc. Premier Office Equipment, Inc. shall have the right to cancel this agreement if at anytime the equipment is sold to a third party without such consent. In the event the customer relocates the equipment more than 60 miles from a Premier Office Equipment, Inc. service location and/or transfers ownership to another party or parties, the customer agrees to pay the following reasonable liquidated damages: (a) If less than half the contract period has expired, the customer shall pay one half the amount of the contract price. (b) If more than half the contract period has expired, the customer shall pay the remaining contract balance. Any damages and expenses associated with any move of the equipment is solely the responsibility of the customer.
9) Non Payment of Account: Should the customer's account with Premier Office Equipment, Inc. during the term of this agreement become thirty (30) days past due, we may: (a) Suspend service on the equipment or (b) Continue service on the equipment on a time and materials basis until the account is paid in full. Customer shall indemnify Premier Office Equipment, Inc. for all costs incurred in the enforcement of this contract to include, but not limited to attorney fees and court costs.

This agreement constitutes the entire agreement between the parties with respect to the furnishings of maintenance service superseding all previous proposals, oral or written. No representation or statement not contained herein shall be binding upon the equipment as a warranty nor shall this agreement be modified or amended unless in writing and signed by an authorized officer of Premier Office Equipment, Inc.

ITEM NO. 8Q

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

May 2, 2016

SUBJECT: Consider an additional definition insertion related to Chapter 170 of the City of Johnston Code of Ordinances: • Initiating text amendments to add the definition of a raceway. • Resolution 16-88 setting May 16, 2016 at 7:00 P.M. as the date and time for a public hearing to consider an amendment to the Sign Ordinance.	**ACTION REQUIRED:** ___ Ordinance _X_ Resolution ___ Approval ___ Receive/File ___ Attorney Rvw

SYNOPSIS:	In effort to clarify a key component in building signage installation and use, staff would request the definition of a "raceway" to be added to chapter 170 of the Code of Ordinances. A council work session meeting was held on April 18, 2016 to discuss this amendment to this chapter language regarding the sign ordinance. Mayor Dierenfeld and Council Members were is agreeance the addition of the new definition was appropriate.
AMMENDMENT:	Attached is a proposed amendment to chapter 170 of the City of Johnston Code of Ordinances. Chapter 170.03 would be amended by adding the following definition: 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. Chapter 170.03 would be further amended with the renumbering of this section to reflect this above insertion, specifically items 28 through 40. The above definition does help to dissuade the creation of "raceways" that in part could double as a background area for the text as well as textually reinforce the use and coloration of raceways in signage applications.
RECOMMENDATION:	Staff recommends setting the date and time for a public hearing to consider an amendment to Chapter 170 of the Code of Ordinances for May 16th, 2016 at 7:00 PM. Council approval to initiate a text amendment will refer the proposed amendment to the Planning & Zoning Commission for a recommendation.

RESOLUTION 16-88

A RESOLUTION SETTING A PUBLIC HEARING FOR MAY 16TH , 2016 AT 7:00 PM TO CONSIDER AN ORDINANCE AMENDING CHAPTER 170 OF THE CITY OF JOHNSTON MUNICIPAL CODE OF 2007 REGARDING SIGNAGE DEFINITIONS

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

The public hearing to consider an amendment to Chapter 170 regarding adding the definition of "raceway" is hereby set for May 16, 2016, at 7:00 p.m.

PASSED AND APPROVED this 2nd Day of May, 2016.

_____
PAULA DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

ORDINANCE NO. 944

AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING SECTION 170.03 OF THE ZONING SIGN REGULATIONS.

Be It Enacted by the City Council of the City of Johnston, Iowa That:

Section 1. PURPOSE. The purpose of this ordinance amendment is to update the definitions of Chapter 170 of the Code of Ordinances.

Section 2. Chapter 170.03 is hereby amended to insert the following definition:

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.

Chapter 170.03 is further amended with the renumbering of this section to reflect the above insertion, specifically items 28 through 40.

Section 3. 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 4. WHEN EFFECTIVE. This ordinance shall be in full effect from and after its final passage, approval, and publication as provided by the law.

Passed and approved by the City Council this _____ day of _____, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

1st Reading: _____
2nd Reading: _____
3rd Reading: _____

Passed: _____
Signed: _____
Published: _____

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. "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.

(All following numbering from this point have been revised for this insertion.)

29. "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.

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

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

32. "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.

33. "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.

34. "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.

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

36. "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.

37. "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.

38. "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.

39. "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.

40. "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.

41. "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.

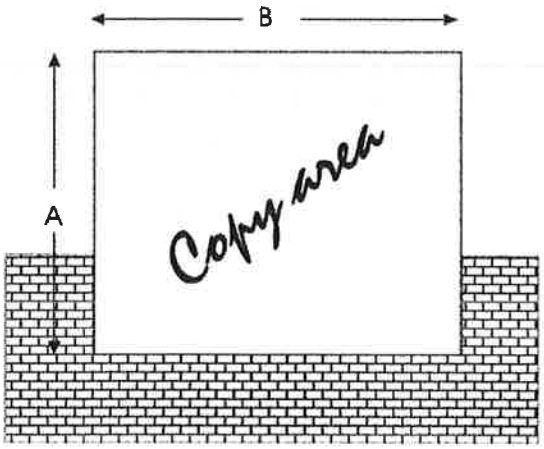
3. Signs shall be properly erected or attached to a structure and kept in good repair. Any lettering, logo, design, and other markings placed upon the sign shall be clear, distinct, and readable and maintained in that condition.

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. 8R

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Consider the following for the 86th Street Booster Pumping Station Improvements: • Resolution No 16-100-A Resolution approving Construction Contract and Bond.	ACTION REQUIRED: ___ Ordinance _X_ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Public notice was given that the City of Johnston City Council would conduct a public hearing on April 18, 2016 for the adoption of plans, specifications, form of contract and estimate of cost for the 86th Street Booster Pumping Station Improvements. Staff is requesting the City Council consider the following: • Resolution No. 16-100- A Resolution approving Construction Contract and Bond.
FISCAL IMPACT	Engineers opinion of cost $370,000 Funding for this project will come from the project fund.
RECOMMENDATION:	Approval

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(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

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

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

Construction of the 86th Street Booster Pumping Station Improvements.

RES 16-100• Resolution approving construction contract and bond.

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

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

_____
City Clerk, City of Johnston, Iowa

_____, 2016

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

_____

_____

Absent: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 16-100

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 86TH STREET BOOSTER PUMPING STATION IMPROVEMENTS

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 86th Street Booster Pumping Station Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: WEIDNER CONSTRUCTION of MARSHALLTOWN, IA

Amount of bid: $310,000

Bond surety: BD 744979

Date of bond: 5/2/2016

Portion of project: All construction work

PASSED AND APPROVED this _____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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

_____
City Clerk, City of Johnston, State of Iowa

(SEAL)

01228581-1\10765-330

SECTION 00520
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 2016, by and between the City of Johnston, Iowa (hereafter called Owner) and Weidner Construction, Inc. (hereafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated under the Contract Documents entitled 86th Street Booster Pumping Station Improvements generally described as follows:

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

ARTICLE 2. CONTRACT TIMES.

Work under the proposed Contract Documents shall be commenced upon written Notice to Proceed to be issued on or before May 10, 2016, access to the project site for the Contractor shall be no sooner than September 19, 2016, Work shall be substantially completed and ready for operation on or before November 18, 2016, and all Work shall be fully complete on or before April 28, 2017, subject to any extension of time, which may be granted by the OWNER.

ARTICLE 3. LIQUIDATED DAMAGES.

Owner and the contractor recognize that time is of the essence of this Agreement and that the owner will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner Five Hundred ($500) dollars for each day that expires after the Substantial Completion time, and Five Hundred ($500) dollars for each day that expires after the Final Completion time specified in Article 2 herein. Liquidated damages for Substantial Completion and Final Completion shall not be additive.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work pursuant to the Contractor's Bid Form and in accordance with the Contract Documents in current funds as follows: Three Hundred Ten Thousand and No/100 dollars, ($310,000.00)

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

City of Johnston, Iowa

By: _____
Paula Dierenfeld, Mayor

Attest: _____
Cyndee Rhames, City Clerk

Address for giving notices

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

Weidner Construction, Inc.

By: _____
Robin Weidner, Vice President

CORPORATE SEAL

Attest: Barbara Lacks-Weidner
Barbara Lacks-Weidner, Office Manager
Lacks

Address for giving notices

Weidner Construction, Inc.
2607 255th St.
Marshalltown, IA 50158

END OF SECTION 00520

WEIDN-1 OP ID: JA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First Iowa Insurance Agency
4101 Glass RD NE, PO Box 997
Cedar Rapids, IA 52406-0997
Robert L. Hammerberg

CONTACT NAME: First Iowa Insurance Agency
PHONE (A/C, No, Ext): 319-393-5262 FAX (A/C, No): 319-393-3161
E-MAIL ADDRESS: jkucharski@firstiowa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : General Casualty Companies	24414
INSURER B : Westchester Surplus Lines Ins	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Weidner Construction, Inc.
2607 255th Street
Marshalltown, IA 50158

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CCI0259397	07/01/2015	07/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	CBA0259397	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CCU0716617	07/01/2015	07/01/2016	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	CWC0259397	07/01/2015	07/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Bldrs Risk			CCI0259397	07/01/2015	07/01/2016	Limit		310,000
B	Pollution			G27978897 001	05/02/2016	05/02/2017	Occ/Agg		$1mil/$2mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # 40150010 - 86th Street Booster Pumping Station Improvements, Johnston, Iowa. City of Johnston, Iowa, Engineer and its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each are included as primary additional insured for ongoing & completed operations on the General Liability policy.

CERTIFICATE HOLDER

JOHN022

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert L Hammerberg

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SECTION 00610
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND
BOND NO. BD 744979

KNOW ALL BY THESE PRESENTS:

That we, Weidner Construction, Inc. as Principal (hereinafter the "Contractor" or "Principal" and Nationwide Mutual Insurance Company, as Surety are held and firmly bound unto the City of Johnston, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Ten Thousand and No/100 Dollars ($310,000.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____th day of _____, 2016, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

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

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

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said

to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation
AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

ROBERT L. HAMMERBERG **RONALD W. HAMMERBERG**

CEDAR RAPIDS IA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS **$ 3,000,000.00**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

SEAL SEAL SEAL SEAL SEAL SEAL

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss
On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal – Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Sandy Alitz
Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this _____ day of _____, 20____.

Secretary

This Power of Attorney Expires 04/23/19

BDJ 1(03-14) 00

05128

ITEM NO. 8S

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Approve PO to Quality Flow Iowa for the purchase of Grinder Stations and pumps	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	We have contacted Quality Flow Iowa to purchase three grinder stations to have in stock for future purchases. With this purchase we are ordering 10 grinder pumps to have on hand as the older pumps within the system fail and need to be replaced.
FISCAL IMPACT	Total for this purchase is $41,198.20 Funds are budgeted. Account numbers for this purchase are 631.5.815.65121 and 631.5.815.65123
RECOMMENDATION:	Approval.

Motion by _____, seconded by _____, to approve PO to Quality Flow Iowa for the purchase of grinder stations and pumps.

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

Qty	Description	Part #	Price	Total Price
3	Grinder Tank	n/a	$ 6,171.00	$ 18,513.00
12	Flange	026210A	$ 47.00	$ 564.00
12	2" NPT x 2" long pipe nipple	93927	$ 8.52	$ 102.24
12	Gaskets 2.375" ID	69140	$ 9.08	$ 108.96
10	OGP2022L	115328NC	$ 2,191.00	$ 21,910.00
Total	[redacted]			$ 41,198.20

PO # 15-757

ITEM NO. 8T

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Approve PO Keck Energy for the purchase of fuel	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	We have contacted Keck Energy to purchase 3000 gallons of diesel fuel, and 5000 gallons of unleaded fuel. Due to the daily changes in pricing this purchase has already occurred. Bids were as follows: Heartland COOP — No Bid Diamond Oil — $11,089.20 Keck Oil — $10,913.40
FISCAL IMPACT	Funds are budgeted. Account numbers for this purchase are 140.5.210.65142 and 010.5.210.65142
RECOMMENDATION:	Approval.

Motion by _____, seconded by _____, to approve PO to Keck Energy for the purchase of fuel.

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

TB

15-756

City of Johnston
Department of Public Works
6400 NW Beaver Dr., P.O. Box 410
Johnston, Iowa 50131-0410
Phone 278-0822 Fax 727-8092

TELEPHONE QUOTATION

Telephone Quotations are required for purchases over $500. All telephone quotations must be submitted legibly and in ink on this form. A minimum of 3 quotations is required.

Date		Vendor Company Name	Keck Oil		Heartland Co-op		Diamond Oil	
4/14/2016		Vendor Representative Name	244-5646		371-9032		244-4271 ext# 2219	
		Vendor Phone Number	Joel		Aaron		Seth cell# 577-6102	
Item No.	**Qty.**	**Complete Description**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	5,000	Gasohol	1.3965	$6,982.50	No Bid	#VALUE!	$1.42	$7,093.50
	3,000	#2 Red Diesel	1.3103	$3,930.90	No Bid	#VALUE!	$1.33	$3,995.70
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
		Add Freight charge if applicable						
		Add Delivery/Completion charge if applicable						
		Add Warranty cost if applicable						
		Total		**$10,913.40**		**#VALUE!**		**$11,089.20**

Award To	Keck Oil	PO#		Requested By	Brett	Approved By	

C:\Users\Johnson\Documents\2015-2016\KECK OIL\KECK OIL FUEL PURCHASE 4-14-16

ITEM NO. 8U

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Approval of Pay Request No. 1 to Iowa Signal, Inc. in the amount of $179,507.73 for work completed as of April 25, 2016 on the NW 70th Avenue Improvements Retaining Wall.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 1 in the amount of $179,507.73 for work completed as of April 25, 2016 on the NW 70th Avenue Improvements Retaining Wall. $9,447.78 of the value of completed work has been retained so far. The Project Engineer, Patrick Kueter with Foth, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract. A copy of Pay Estimate No. 1 is attached.
FISCAL IMPACT	The funds for this payment will come from account 325
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 1

Motion by _____, seconded by _____, Approval of Pay Request No.1 to Iowa Signal, Inc. for work completed as of April 25, 2016 on the NW 70th Avenue Improvements Retaining Wall.

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 1

Project Title:	Johnston Community Fiber Optic System Phase III		
Project File Number:	325-FP3	Project Number:	14J011.01
Purchase Order Number:			
Original Contract Amount & Date	$694,660.11	11/16/2015	
Notice to Proceed Date	12/2/2015		
Estimated Completion Date	9/30/2016		
Pay Period	3/1/2016	to	4/22/2016
Pay Request Number	1		
Date	4/26/2016		
Contract ID	325-FP3		

Contractor: Iowa Signal Inc
3711 SE Capitol Circle
Grimes, IA 50111

Division 1	City of Johnston Public Works
Division 2	Johnston Community Schools
Division 3	City of Johnston Parks

BID ITEMS

Item No.	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Div. 3 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 3 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 3 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Div. 3 Val. Completed	Total Value Completed
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL																
8.1	TRAFFIC CONTROL	LS	1	1	0	$4,000.00	$2,000.00	$2,000.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.2	MOBILIZATION	LS	1	1	0	$1,000.00	$500.00	$500.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.3	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1	0	0	$100.00	$100.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.4	CONNECTION TO EXISTING TRAFFIC SIGNAL CABINET	EA	1	0	0	$300.00	$300.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.5	FIBER HUB CABINET	EA	2	1	0	$6,750.00	$13,500.00	$6,750.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.6	FIBER DISTRIBUTION UNIT	EA	3	1	1	$715.00	$2,145.00	$715.00	$715.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.7	FIBER OPTIC CABLE TERMINATION	EA	92	120	8	$35.00	$3,220.00	$4,200.00	$280.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.8	FIBER OPTIC FUSION SPLICE	EA	132	168	0	$40.00	$5,280.00	$6,720.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.9	FIBER TERMINATION PANEL - 24 POSITION - RACK MOUNT	EA	0	2	0	$795.33	$0.00	$1,590.66	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.10	FIBER TERMINATION PANEL - 48 POSITION - RACK MOUNT	EA	2	5	0	$1,250.00	$2,500.00	$6,250.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.11	FOOTING - FIBER CABINET	EA	2	1	0	$1,200.00	$2,400.00	$1,200.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.12	FOOTING - POLE (PTZ)	EA	1	0	0	$1,400.00	$1,400.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.13	HANDHOLE - CONC, 24" (TYPE I)	EA	10	10	2	$950.00	$9,500.00	$9,500.00	$1,900.00	0	6	0	$0.00	$5,700.00	$0.00	$5,700.00
8.14	HANDHOLE - TUB, 30" x 48"(TYPE III)	EA	9	7	1	$1,450.00	$13,050.00	$10,150.00	$1,450.00	4	3	0	$5,075.00	$3,625.00	$0.00	$8,700.00
8.15	PAN TILT ZOOM (PTZ) VIDEO CAMERA	EA	5	0	0	$10,350.00	$51,750.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.16	INSTALL CITY SUPPLIED POLE	EA	1	0	0	$750.00	$750.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.17	INSTALL CITY SUPPLIED POLE MOUNTED CABINET	EA	1	0	0	$350.00	$350.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.18	SC TO SC DUPLEX PATCH CORD	EA	48	80	8	$40.00	$1,920.00	$2,400.00	$320.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.19	SPLICE ENCLOSURE	EA	7	2	1	$385.00	$2,695.00	$770.00	$385.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.20	SURGE PROTECTION	EA	3	1	0	$390.00	$1,170.00	$390.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.21	SWITCH, ETHERNET EDGE	EA	3	0	0	$5,725.00	$17,175.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.22	SWITCH, MANAGED	EA	2	0	0	$7,060.00	$14,120.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.23	TRAFFIC SIGNAL CONTROLLER	EA	1	0	0	$5,000.00	$5,000.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.24	CONDUIT - 2" HDPE	LF	20,050	18,050	1,380	$7.50	$150,375.00	$135,375.00	$10,350.00	1515	10399	0	$11,362.50	$77,992.50	$0.00	$89,355.00
8.25	CONDUIT - 3" HDPE	LF	1,440	0	0	$12.50	$18,000.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.26	PULL ROPE	LF	46,255	24,345	1,410	$0.15	$6,938.25	$3,651.75	$211.50	0	0	0	$0.00	$0.00	$0.00	$0.00
8.27	TRACER WIRE	LF	23,120	21,332	1,410	$0.35	$8,092.00	$7,466.20	$493.50	0	0	0	$0.00	$0.00	$0.00	$0.00
8.28	FIBER - 12 SM, DRY CORE	LF	310	0	1,750	$1.50	$465.00	$0.00	$2,625.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.29	FIBER - 48 SM, DRY CORE	LF	48,255	0	0	$2.00	$96,510.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.30	FIBER - 72 SM, DRY CORE	LF	0	25,345	0	$2.25	$0.00	$57,026.25	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.31	SCHOOL BUILDING ENTRANCE - NEW HIGH SCHOOL	LS	0	1	0	$1,400.00	$0.00	$1,400.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.32	SCHOOL BUILDING ENTRANCE - SUMMIT MIDDLE SCHOOL	LS	0	1	0	$1,400.00	$0.00	$1,400.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.33	SCHOOL BUILDING ENTRANCE - HORZION ELEMENTARY	LS	0	1	0	$1,400.00	$0.00	$1,400.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.34	SCHOOL BUILDING ENTRANCE - BEAVER CREEK ELEMENTARY	LS	0	1	0	$1,400.00	$0.00	$1,400.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.35	CITY BUILDING ENTRANCE - FIRE HOUSE #40	LS	1	0	0	$1,400.00	$1,400.00	$0.00	$0.00	0	0	0	$0.00	$0.00	$0.00	$0.00
8.36	CITY BUILDING ENTRANCE - CROWN POINT	LS	0	0	1	$1,250.00	$0.00	$0.00	$1,250.00	0	0	0	$0.00	$0.00	$0.00	$0.00
						SUBTOTAL	$432,605.25	$292,264.86	$19,990.00				$16,437.50	$87,317.50	$0.00	$103,755.00

MATERIALS STORED SUMMARY

Description	# of Units			Total Units	Unit Price	Div. 1 Ext. Cost	Div. 2 Ext. Cost	Div. 3 Ext. Cost	Total Cost
	Div. 1	Div. 2	Div. 3						
Invoice No. 212023 (Items 5, 15, 20, 22, and 23)	77656	7545	0	85201	$1.00	$77,655.50	$7,545.00	$0.00	$85,200.50
					SUBTOTAL	$77,655.50	$7,545.00	$0.00	$85,200.50

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		$694,860.11	$103,755.00
Approved Change Order 1		$20,300.00	
Approved Change Order 2		$4,009.50	
Approved Change Order 3		$2,365.00	
Revised Contract Price		$721,534.61	$103,755.00
		Materials Stored	$85,200.50
		Retainage 5.0%	$9,447.78
		Total Earned Less Retainage	$179,507.73
Total Previously Approved (list each)	Pay Request 1		
	Pay Request 2		
	Pay Request 3		
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	$0.00
		Amount Due This Request	$179,507.73
		Percent Complete	14.4%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			47.9%

The amount $179,507.73 is recommended for approval for payment in accordance with the terms of the Contract.

Contractor: Iowa Signal Inc	Recommended By: Foth Infrastructure	Checked By: City of Johnston Public Works	Checked By: Johnston Community Schools	Checked By: City of Johnston Parks
Signature:	Signature: Molly Long	Signature:	Signature:	Signature:
Name: Wayne Laskey	Name: Molly Long	Name:	Name:	Name:
Title: President	Title: Lead Engr.	Title:	Title:	Title:
Date: 4-25-16	Date: 4/25/16	Date:	Date:	Date:

ITEM NO. 8V

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Consideration of Resolution No.16-99 A resolution approving change order No. 1 for the 2016 Bio-retention Planting Project.	ACTION REQUIRED: ___ Ordinance _x_ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Blooming Prairie Nursery has submitted a change order on the 2016 Bio-retention Planting Project. Change order no. 1 is to add the following to the contract: • This change order will add the plantings for the NW 60th Avenue portion of the project to this contract.
FISCAL IMPACT	Change order amount $9,091.00
RECOMMENDATION:	Approval

Motion by _____, seconded by _____, Consideration of Resolution No. 16-99-A Resolution approving Change Order No. 1 for the 2016 Bio-retention Planting Project.

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

V8

RESOLUTION NO. 16-99

A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE 2016 BIO-RETENTION PLANTING PROJECT.

WHEREAS, Patrick Kueter, Project Engineer, for Foth Infrastucture & Environment, LLC, has reviewed the quantities for the projects construction and recommends modifications, now therefore,

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

Change Order No. 1 is to add the NW 60th Avenue plantings to the existing planting contract. This change order will increase the contract amount by $9,091.00

PASSED AND APPROVED this 2nd day of May, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

CHANGE ORDER 01

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

Johnston
Public Works

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

Contractor: **Blooming Prairie Nursery**
6227 Forest Avenue
Des Moines, IA 50311

Project Title	**2016 Bioretention Planting Project**	
Johnston Project File Number		
Foth Project File Number	**14J012.01**	
Orig. Contract Amount & Date	**$28,231.50**	**January 4, 2016**
Change Order Number	**1**	
Date	**March 29, 2016**	

THE CONTRACT IS CHANGED AS FOLLOWS: Change Order adds an additional project (NW 60th Avenue Improvement - Phase 4A - Bioretention Planting Plan and Schedule) to the existing contract. Bid items and quantities below.

Item No.	Item Code	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
PROJECT NO.3 - NW60TH AVENUE IMPROVEMENTS (PHASE 4A)						
9.1 PERENNIAL PLANTS						
9.1A		BLACK EYED SUSAN (1 GALLON)	EA	$6.00	72	$432.00
9.1B		NEW JERSEY TEA (1 GALLON)	EA	$6.00	16	$96.00
9.1C		SWAMP MILKWEEK (1 GALLON)	EA	$6.00	60	$360.00
9.1D		SWITCHGRASS (1 GALLON)	EA	$6.00	32	$192.00
9.1E		WILD SWEET WILLIAM (1 GALLON)	EA	$6.00	24	$144.00
9.2		**MULCH**	SY	$22.50	34	$765.00
9.3		**WARRANTY**	LS	$302.00	1	$302.00
9.4		**WATERING**	EA	$250.00	26	$6,500.00
9.5		**MAINTENANCE**	LS	$300.00	1	$300.00
						$9,091.00

CHANGE ORDER SUMMARY

The Original Contract Sum was	$28,231.50
Net Change by previously authorized Change Orders	$0.00
The Contract Sum prior to This Change Order was	$28,231.50
The Contract Sum will be **Increased** by this Change Order in the amount of	$9,091.00
The new Contract Sum including this Change Order will be	$37,322.50
The Contract Time will be **changed by**	45*

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

Recommended by:	**Prepared by:**	**Checked By:**
Blooming Prairie Nursery	**Foth Infrastructure and Environment, LLC**	**City of Johnston**
Signature: Bob Wibben	Signature: Jared Rokke	Signature:
Name: Bob Wibben	Name: Jared Rokke	Name:
Title: President	Title: Project Engineer	Title:
Date: 4-15-16	Date:	Date:

Owner: **City of Johnston**

*Contract Time: Final completion of Project No.1 and Project No.2 shall remain September 16, 2016 and Project No.3 shall be completed by October 31, 2016.

ITEM NO. 8W

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Consideration of Resolution No.16-97 A resolution approving change order No. 2 for the NW 70th Avenue Improvements 98th Street to West City limits.	ACTION REQUIRED: ___ Ordinance _x_ Resolution _x_ Approval WDC ___ Receive/File ___ Attorney Review

SYNOPSIS:	Alliance Construction Group has submitted a change order on the NW 70th Avenue Improvements 98th Street to West City limits. Change order no. 2 is to add the following to the contract: • Pavement removal, additional thickness • Extends the contract for an additional seven days	
FISCAL IMPACT	Change order amount	$70,947.80
RECOMMENDATION:	Approval	

Motion by _____, seconded by _____, Consideration of Resolution No. 16-97-A Resolution approving Change Order No. 2 for the NW 70th Avenue Improvements 98th Street to West City limits.

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

W5

RESOLUTION NO. 16-97

A RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR THE NW 70TH AVENUE IMPROVEMENTS 98TH STREET TO WEST CITY LIMITS.

WHEREAS, Patrick Kueter, Project Engineer, for Foth Infrastucture & Environment, LLC, has reviewed the quantities for the projects construction and recommends modifications, now therefore,

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

Change Order No. 2 is for pavement removal added for additional thickness of pavement encountered during removal. It will also extend the contract by seven days.

This change order will increase the contract amount by $70,947.80

PASSED AND APPROVED this 2nd day of May, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

CHANGE ORDER 02

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

Johnston

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

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

Project Title	**NW 70th Avenue Improvments 98th Street to West City Limits**	
Johnston Project File Number		
Foth Project File Number	**13J020.03**	
Orig. Contract Amount & Date	**$7,361,434.50**	**December 21, 2016**
Change Order Number	**2**	
Date	**April 21, 2016**	

THE CONTRACT IS CHANGED AS FOLLOWS: Additional pavement removal added to account for average 18" pavement depth encountered during pavement removal.

Item No.	Item Code	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
7.18	7040-H-2000	Pavement Removal, Additional Thickness	SY	$7.48	9485	$70,947.80
						$70,947.80

CHANGE ORDER SUMMARY

The Original Contract Sum was	$7,361,434.50
Net Change by previously authorized Change Orders	$9,830.70
The Contract Sum prior to This Change Order was	$7,371,265.20
The Contract Sum will be **increased** by this Change Order in the amount of	$70,947.80
The new Contract Sum including this Change Order will be	**$7,442,213.00**
The Contract Time will be **changed** by	7 Days

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

Prepared By: Foth Infrastructure & Environment, LLC	**Recommended By:** Alliance Construction Group	**Checked By:** City of Johnston
Signature: [signature]	Signature: [signature]	Signature:
Name: Patrick Kueter	Name: Jason DeGraff	Name:
Title: Project Engineer	Title: Project Manager	Title:
Date: 4/22/16	Date: 4/22/16	Date:

Owner:	**City of Johnston**		
☐ ≤	$500 Department Director	X_____	Date_____
☐	$501 to $2,500 City Administrator	X_____	Date_____
☐			Date_____
☐ >	$2,501 City Council approved or ratified at Council meeting on		Date_____

ITEM NO. 8X

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT:	ACTION REQUIRED:
Approval of Pay Request No. 4 to Alliance Construction Group in the amount of $375,616.99 for work completed as of May 2, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.	___ Ordinance ___ Resolution _x_ Approval WOE ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 4 in the amount of $375,616.99 for work completed as of May 2, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits. $39,182.85 of the value of completed work has been retained so far. The Project Engineer, Patrick Kueter with Foth, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract. A copy of Pay Estimate No. 4 is attached.
FISCAL IMPACT	The funds for this payment will come from account 346
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 4

Motion by _____, seconded by _____, Approval of Pay Request No.4 to Alliance Construction Group for work completed as of May 2, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.

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

PAY REQUEST 4

Johnston RE
PUBLIC WORKS

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

Project Title:	NW 70th Avenue Improvements 98th Street to West City Limits
Project File Number:	Project Number: 13J020.02
Purchase Order Number:	
Original Contract Amount & Date	$7,361,434.50 — 12/21/2015
Notice to Proceed Date	2/29/2016
Estimated Completion Date	10/14/2016
Pay Period	4/2/2016 to 4/15/2016
Pay Request Number	4
Date	5/2/2016
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	4135.00	0.00	$66,160.00	$0.00	$66,160.00
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	2136.00	0.00	$17,088.00	$0.00	$17,088.00
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	165.00	0.00	$825.00	$0.00	$825.00
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	44.00	0.00	$2,376.00	$0.00	$2,376.00
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

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	398.00	0.00	$43,780.00	$0.00	$43,780.00
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	133.00	0.00	$23,275.00	$0.00	$23,275.00
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	403.00	0.00	$114,855.00	$0.00	$114,855.00
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	400.00	0.00	$5,200.00	$0.00	$5,200.00
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	2.00	0.00	$1,000.00	$0.00	$1,000.00
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	2.00	0.00	$700.00	$0.00	$700.00
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	2.00	0.00	$10,000.00	$0.00	$10,000.00
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	5.00	0.00	$17,500.00	$0.00	$17,500.00
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	2.00	0.00	$11,000.00	$0.00	$11,000.00
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	1.50	0.00	$3,750.00	$0.00	$3,750.00
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	3.00	0.00	$12,000.00	$0.00	$12,000.00
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	104.00	0.00	$6,676.80	$0.00	$6,676.80
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, 6 IN.	SY	258.9	0.0	$85.00	$22,006.50	$0.00	0.00	0.00	$0.00	$0.00	$0.00
7.4	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	3741.32	0.00	$37,413.20	$0.00	$37,413.20
7.16	5.760.67610	SPECIAL	TEMPORARY PAVEMENT, 6 IN.	SY	4,020	0	$42.00	$168,840.00	$0.00	1511.60	0.00	$63,487.20	$0.00	$63,487.20
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	40.58	0.00	$3,246.40	$0.00	$3,246.40
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	9.55	0.00	$573.00	$0.00	$573.00
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	0.14	0.06	$41,850.00	$20,026.00	$61,876.00
8.12	5.760.67615	SPECIAL	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	30	10	$75.00	$2,250.00	$750.00	25.00	8.00	$1,875.00	$600.00	$2,475.00
8.13	5.760.67615	SPECIAL	CONDUIT, HDPE, 2 IN.	LF	9,855	0	$8.00	$78,840.00	$0.00	4400.00	0.00	$35,200.00	$0.00	$35,200.00
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	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	47.70	0.00	$3,339.00	$0.00	$3,339.00
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	5.00	0.00	$1,100.00	$0.00	$1,100.00
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
CHANGE ORDER - 2														
7.18	5.760.67610	7040-H-2000	PAVEMENT REMOVAL, ADDITIONAL THICKNESS	SY	9,485	0.0	$7.48	$70,947.80	$0.00	9485.00	0.00	$70,947.80	$0.00	$70,947.80
							SUBTOTAL	**$6,754,366.40**	**$887,846.60**			**$760,030.90**	**$23,626.00**	**$783,656.90**

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		$70,947.80	
Approved Change Order 3		$0.00	
Revised Contract Price		$7,442,213.00	$783,656.90
		Materials Stored	$0.00
		Retainage (5%)	$39,182.85
		Total Earned Less Retainage	$744,474.06
Total Previously Approved (list each)	Pay Request 1	$81,719.67	
	Pay Request 2	$85,689.81	
	Pay Request 3	$201,447.59	
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	$368,857.07
		Amount Due This Request	**$375,616.99**
		Percent Complete	10.5%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			20.6%

The amount **$375,616.99** 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		$202,464.80
5.760.67612	SIDEWALK		$0.00
5.760.67615	TRAFFIC CONTROL		$104,470.40
5.760.67615	TRAFFIC SIGNAL		$0.00
5.760.67170	STREETSCAPE		$92,198.00
5.760.67650	STORM DRAINAGE		$207,985.00
5.766.67800	WATER MAIN, HYDRANT		$92,613.00
5.768.67670	SANITARY SEWER		$83,925.70
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: 4/22/16	Date: 4/22/16	Date:

ITEM NO. 8Y

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Consideration of Resolution No. 16-98—A Resolution approving Change Order No. 3 for the Johnston Community Fiber Optic Phase III project.	ACTION REQUIRED: ___ Ordinance _x_ Resolution WOC _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Iowa Signal Inc. has submitted a change order on the Johnston Community Fiber Optic Phase III project. Change order no. 3 due to incorrect location of the empty conduit, it is necessary to add items to the contract. The location of the conduit is 150 feet further than previously recorded.	
FISCAL IMPACT	Change order amount	$2,365.00
RECOMMENDATION:	Approval	

Motion by _____, seconded by _____, Consideration of Resolution No. 16-98-A Resolution approving Change Order No. 3 for the Johnston Community Fiber Optic Phase III project.

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

Y8

RESOLUTION NO. 16-98

A RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR JOHNSTON COMMUNITY FIBER OPTIC PHASE III PROJECT.

WHEREAS, Ryan Davis, Engineer, for Foth Infrastucture & Environment, LLC, has reviewed the quantities for the projects construction and recommends modifications, now therefore,

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

Change Order No. 3 is to add items needed due to the existing conduit not being in the location that was previously recorded. This resulted in additional material for the extra 150 feet. This change order will increase the contract amount by $2,365.00

PASSED AND APPROVED this 2nd day of May, 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

CHANGE ORDER 3

CITY OF JOHNSTON
Department of Public Works
6221 Merle Hay Road
Johnston, IA 50131
Phone: 515-278-2344
Fax: 515-278-2033

Distribution:
Owner ____
Engineer ____
Contractor ____
Other ____

Contractor: **Iowa Signal Inc.**
3711 SE Capital Circle
Grimes, IA 50111

Project Title	**Johnston Community Fiber Optic Phase III**	
Johnston Project File Number	**325-FP3**	
Purchase Order Number		
Orig. Contract Amount & Date	**$694,860.11**	**August 1, 2016**
Change Order Number	**3**	
Date	**April 21, 2016**	

THE CONTRACT IS CHANGED AS FOLLOWS: Existing empty conduit exiting Fire Station #40 found near the southwest corner of the propoerty was incorrect. The correct existing empty conduit exiting Fire Station #40 is directly west of the building located in the parking. Plan length from existing HH08A to Building Data Room is 225 feet. The new distance from Existing HH08A to new HH to Building Data Room is approximately 375 feet.

Item	Description	Unit	Unit Price	Quantity Adjustment			Value Adjustment			Total Value Adjustment
				Division 1 (CITY)	Division 2 (SCHOOL)	Division 3 (PARKS)	Division 1 (CITY)	Division 2 (SCHOOL)	Division 3 (PARKS)	
8.13	HANDHOLE - CONC., 24" (TYPE I)	EA	$950.00	1.0	0.0	0.0	$950.00	$0.00	$0.00	$950.00
8.24	CONDUIT - 2" HDPE	LF	$7.50	150.0	0.0	0.0	$1,125.00	$0.00	$0.00	$1,125.00
8.26	PULL ROPE	LF	$0.15	130.0	0.0	0.00	$19.50	$0.00	$0.00	$19.50
8.27	TRACER WIRE	LF	$0.35	130.0	0.0	0.0	$45.50	$0.00	$0.00	$45.50
8.28	FIBER - 12 SM, DRY CORE	LF	$1.50	150.0	0.0	0.0	$225.00	$0.00	$0.00	$225.00
	TOTAL						$2,365.00	$0.00	$0.00	**$2,365.00**

CHANGE ORDER SUMMARY

The Original Contract Sum was	$694,860.11
Net Change by previously authorized Change Orders	$24,309.50
The Contract Sum prior to This Change Order was	$719,169.61
The Contract Sum will be **increased** by this Change Order in the amount of	$2,365.00
The new Contract Sum including this Change Order will be	**$721,534.61**
Aggregate Change Order as a percent of Original Contract (if aggregate is $10,000, or greater than 5% of the original contract, whichever is greater, all signatures through full Council are required).	0.34%
The Contract Time will be **changed** by	0
The date of Final Completion as of the date of this Change Order therefore is	August 1, 2016

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

Contractor: Iowa Signal Inc	Recommended By: Foth Infrastructure & Environment, LLC	Checked By:
Signature:	Signature: Molly Long	Signature:
Name: Wayne Lesley	Name: Molly Long	Name:
Title: President	Title: Lead Civil Engineer	Title:
Date: 4-25-16	Date: 4/21/2016	Date:

Owner:

☐ ≤	$1000 Department Director	X_____	Date_____
☐	$1001 to $5000 City Administrator	X_____	Date_____
☐		X_____	Date_____
☐ >	$5,001 City Council approved or ratified at Council meeting on	X_____	Date_____

8Z1

PLANNING & ZONING COMMISSION

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

Minutes
Regular Meeting: Monday, April 25, 2016

AGENDA

1. Call to Order

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

2. Roll Call

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

City Staff Present: David Wilwerding, Aaron Wolfe, Rebekah Davis

3. Approval of Agenda

Petersma called for a vote to approve the amended agenda with item 6. PZ 16-08; Windsor Office Park PUD Amendment – Rezone removed as requested by the applicant.

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

4. Approval of Meeting Minutes: Regular Meeting of April 11, 2016.

Roll Call Vote:

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

5. PZ 16-06; Grunsted Plat 1 Preliminary and Final Plat: The applicant, Cody Grunsted, wishes to replat this property into two lots. Proposed Lot 1 would contain the existing home on the property. Proposed Lot 2 is intended for future home construction.

Wolfe presented the staff report.

Petersma opened for public comment.

No public comment was received.

Motion by Anderson, second by Whitaker to approve PZ 16-06; Grunsted Plat 1 Preliminary and Final Plat, subject to the following conditions:

1. The project shall conform to the requirements, standards and regulations of the City of Johnston.

The Planning & Zoning Commission recommends approval of PZ Case No. 16-06, the Preliminary and Final Plat for Grunsted Plat 1, with the following conditions:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. Council waiver of requirement to connect to sanitary sewer as none is currently available in the vicinity.
3. Indicate the location and size of the proposed domestic connection for lot 2 on the preliminary plat.
4. Revise the preliminary plat accordingly to show a 6" public water main within the ROW in lieu of 8".
5. Submission of all final plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting.

Roll Call Vote:

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

6. **Consider recommendation of a Complete Streets Policy:** The Des Moines Area MPO encourages metro City's to adopt a complete streets policy (streets designed to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders) and has indicated future funding for road projects would likely be limited to City's who have adopted such a policy. As a means of facilitating adoption, the MPO has created a model policy for consideration. The Johnston Public Works Council Ad Hoc Subcommittee has reviewed the template and suggested a number of amendments to the policy to fit our community. The Council has reviewed this policy and requested a recommendation from the Parks Board and the Planning and Zoning Commission.

Wilwerding presented the staff report.

Anderson inquired if the complete streets policy would concentrate pedestrian friendly streets around schools.

Wilwerding stated that the complete streets policy would not apply specifically to areas around schools. However, this policy will require us to take into consideration pedestrians and school traffic when designing roadways. The National Association of City Transportation Officials (NACTO) standards mentioned in the complete streets policy incorporates traffic calming measures and other stipulations to create safer roads for pedestrians.

Petersma noted that the City has invested into bike trails that are not being utilized; for example, the bike trail along 62nd Avenue. Despite this investment there are still bicyclists on busy streets. He inquired if the City had any tools to promote bicyclists to use the roadways just as easily, quickly and safely but not be on the busy thoroughfares?

Wilwerding noted that bicyclists have the right to use the thoroughfare along with motorists and that the City can't employ any prohibitive measures on bicyclists, even if there is a trail or other facilities near the road. As we look at road design in the future, if we have a large population of bicyclists on specific roads we may consider creating bike lanes, which would be consistent with the intent of the Complete Streets Ordinance.

Petersma asked if a bike lane on 62nd Avenue would be redundant considering that there is a 10 foot bike trail along both sides of the road.

Wilwerding noted that the trail is not exclusively for bicyclists. Pedestrians also use the bike trails.

Petersma affirmed his concern for the safety of bicyclists and inquired if there could be public safety campaign encouraging bicyclists to use the bike trails.

Wilwerding stated there could potentially be a legal issue involved in discouraging the use of certain roadways to bicyclists however; staff will research additional options for this recommendation.

Motion by Smith, second by Whitaker to approve the consideration of the recommendation of a Complete Streets Policy.

Roll Call Vote:

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

7. Other Business.

Petersma inquired if the City Code included restrictions on the painting finished materials.

8. Adjournment

Meeting adjourned at 7:22 PM.

Chair **Secretary**

8Z2

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
ADAPT RENOVATION	NEW FLOORING AND INSTALLAT	GENERAL FUND	LIBRARY		2,485.00
				TOTAL:	2,485.00
AMAZON.COM CORPORATE ACCOUNT/GECRB	VARIOUS ADULT LIBRARY BOOK	GENERAL FUND	LIBRARY		16.95
	CHILDREN'S LIBRARY BOOKS	GENERAL FUND	LIBRARY		222.19
	VARIOUS CD'S	GENERAL FUND	LIBRARY		658.73
	VARIOUS DVD'S	GENERAL FUND	LIBRARY		2,079.09
	BLDG. SUPPLIES	GENERAL FUND	LIBRARY		217.04
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		23.98
	VARIOUS OFFICE SUPPLIES	GENERAL FUND	LIBRARY		94.81
	VARIOUS PROCESSING SUPPLIE	GENERAL FUND	LIBRARY		46.91
				TOTAL:	3,359.70
AMERICAN MARKING INC	MAGNET NAME TAG LAPEL PINS	GENERAL FUND	LIBRARY		11.10
				TOTAL:	11.10
BAKER & TAYLOR ENTERTAINMENT	ADULT LIBRARY BOOKS	GENERAL FUND	LIBRARY		35.65
				TOTAL:	35.65
BLACKSTONE AUDIO, INC	BOOK ON DISC	GENERAL FUND	LIBRARY		50.00
				TOTAL:	50.00
BLANK PARK ZOO FOUNDATION INC	CHILDREN'S ZOO PROGRAM	GENERAL FUND	LIBRARY		90.00
				TOTAL:	90.00
BRODART CO.	VARIOUS ADULT LIBRARY BOOK	GENERAL FUND	LIBRARY		2,657.62
	CHILDREN'S LIBRARY BOOKS	GENERAL FUND	LIBRARY		136.00
				TOTAL:	2,793.62
C H MCGUINESS CO	HVAC FILTERS	GENERAL FUND	LIBRARY		236.00
				TOTAL:	236.00
CONTINENTAL FIRE SPRINKLER	FIRE SYSTEM INSPECTION	GENERAL FUND	LIBRARY		150.00
				TOTAL:	150.00
DELL MARKETING	NEW PC	GENERAL FUND	LIBRARY		672.56
	REPLACEMENT PC	GENERAL FUND	LIBRARY		672.56
				TOTAL:	1,345.12
DEMCO INC	SPINE LABELS, BAR CODE LAB	GENERAL FUND	LIBRARY		132.55
	COLORED PAPER & BOOK JACKE	GENERAL FUND	LIBRARY		564.04
				TOTAL:	696.59
ELIZABETH STEVENS	COFFEE PROG. REFRESHMENTS	GENERAL FUND	LIBRARY		23.94
	ADULT PROG.- SPRING CLEANI	GENERAL FUND	LIBRARY		120.00
				TOTAL:	143.94
ENVISION WARE, INC	MOBILE PRINTING SOFTWARE	GENERAL FUND	LIBRARY		1,025.00
				TOTAL:	1,025.00
GALE/CENGAGE LEARNING	ADULT LIBRARY BOOK(large p	GENERAL FUND	LIBRARY		15.50
	ADULT LIBRARY BKS(large pr	GENERAL FUND	LIBRARY		30.50
				TOTAL:	46.00
INGRAM LIBRARY SERVICES	VARIOUS ADULT LIBRARY BOOK	GENERAL FUND	LIBRARY		87.24
	YOUNG ADULT LIBRARY BOOKS	GENERAL FUND	LIBRARY		984.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	CHILDREN'S LIBRARY BOOKS	GENERAL FUND	LIBRARY		343.24
				TOTAL:	1,414.52
IOWA GAME & FISH	SUBSCRIPTION RENEWAL	GENERAL FUND	LIBRARY		18.00
				TOTAL:	18.00
IOWA WATER MANAGEMENT CORP	HVAC WATER SUPPLY TREATMEN	GENERAL FUND	LIBRARY		415.00
				TOTAL:	415.00
JOHNSTONE SUPPLY	HVAC FILTERS	GENERAL FUND	LIBRARY		193.92
				TOTAL:	193.92
MAUER, MOLLY	REIMBURSE-MEALS-PLA CONFER	GENERAL FUND	LIBRARY		34.45
	REIMBURSE-HOTEL/PARKING CO	GENERAL FUND	LIBRARY		932.52
				TOTAL:	966.97
MIDWEST GREEN CLEAN	CLEANING SERVICES	GENERAL FUND	LIBRARY		1,765.00
				TOTAL:	1,765.00
MIDWEST TAPE	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		514.85
				TOTAL:	514.85
OCLC, INC	ON-LINE CATALOGING SERVICE	GENERAL FUND	LIBRARY		358.16
				TOTAL:	358.16
OVERDRIVE, INC	VARIOUS E-BOOKS	GENERAL FUND	LIBRARY		25.99
	VARIOUS E-BOOKS	GENERAL FUND	LIBRARY		91.00
	VARIOUS E-BOOKS	GENERAL FUND	LIBRARY		78.99
	VARIOUS E-BOOKS	GENERAL FUND	LIBRARY		25.99
	VARIOUS E-BOOKS	GENERAL FUND	LIBRARY		556.66
				TOTAL:	778.63
PENQUIN RANDOM HOUSE, LLC	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		30.00
				TOTAL:	30.00
PITNEY BOWES	POSTAGE METER LEASE PAYMEN	GENERAL FUND	LIBRARY		173.58
				TOTAL:	173.58
PLUMB SUPPLY	RESTROOM/TOILET REPAIR PAR	GENERAL FUND	LIBRARY		27.98
				TOTAL:	27.98
PREMIER OFFICE EQUIPMENT	PRINTER MAINT. & COPIES	GENERAL FUND	LIBRARY		191.72
	PRINTER MAINT. & COPIES	GENERAL FUND	LIBRARY		64.44
	PRINTER MAINT. & COPIES	GENERAL FUND	LIBRARY		181.18
				TOTAL:	437.34
QUILL CORPORATION	VELCRO STRIPS	GENERAL FUND	LIBRARY		27.19
				TOTAL:	27.19
RECORDED BOOKS	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		92.47
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		39.99
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		69.97
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		70.87
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		445.48
	DVD	GENERAL FUND	LIBRARY		74.25
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY		39.99

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY	119.97
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY	29.99
	VARIOUS BOOKS ON DISC	GENERAL FUND	LIBRARY	74.25
			TOTAL:	1,057.23
RESERVE ACCOUNT	POSTAGE ACCOUNT DEPOSIT	GENERAL FUND	LIBRARY	3,500.00
			TOTAL:	3,500.00
SERVICE MASTER GREEN OF DES MOINES	CARPET CLEANING SERVICES	GENERAL FUND	LIBRARY	174.02
			TOTAL:	174.02
UNIQUE FLYING OBJECTS	KITE STRING	GENERAL FUND	PARKS & TRAILS	37.81
	KITE STRING	GENERAL FUND	PARKS & TRAILS	99.64
			TOTAL:	137.45
UNIQUE MANAGEMENT SERVICES, INC	COLLECTION SERVICES	GENERAL FUND	LIBRARY	89.50
	COLLECTION SERVICES	GENERAL FUND	LIBRARY	107.40
			TOTAL:	196.90
UNIVERSAL PRINTING SERVICES	CUSTOM KITES	GENERAL FUND	PARKS & TRAILS	2,685.23
			TOTAL:	2,685.23

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

010 GENERAL FUND	27,339.69
GRAND TOTAL:	27,339.69

TOTAL PAGES: 3

ITEM NO. 9A

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Second consideration of Ordinance 941	ACTION REQUIRED: _X_ Ordinance ___ Resolution ___ Approval ___ Receive/File ___ 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. 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. 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. 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 SEWER ? PERMIT fee of $50.00 was determined by reviewing metered water usage during residential construction within Johnston.
RECOMMENDATION:	Approve second consideration of Ordinance 941.

Motion by _____, seconded by _____, Second 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

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Second consideration of Ordinance 942	ACTION REQUIRED: X Ordinance ___ Resolution ___ Approval ___ Receive/File ___ 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. Attached is a red lined copy of the proposed changes to Chapter 92 WATER RATES.
RECOMMENDATION:	Approve second consideration of Ordinance 942.

Motion by _____, seconded by _____, second 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~~ $35.00 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 service availability 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 ~~$10.00~~ $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 21st day of March 2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

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

9C

Johnston
COMMUNITY DEVELOPMENT

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
City Council
May 2, 2016

SUBJECT:	X Resolution
Consider approval of Resolution 16-92 adopting a Complete Streets Policy.	

SYNOPSIS:	The Johnston 2030 Comprehensive Plan contains Policies and Action Steps encouraging a multi-modal transportation system, including "Encourage multiple use right of way areas that accommodate appropriate modes of transportation." This type of multi-modal street is commonly referred to as a "Complete Street." As a recommendation of the Tomorrow Plan, a regional plan for sustainability, the Des Moines Area MPO created a model complete street policy and has encouraged metro City's to consider adopting a policy. Complete streets are streets that are for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders. People of all ages and abilities are able to safely move along and across streets in a community, regardless of how they are traveling. Complete streets are good for business, neighborhoods and residents' wellbeing. Streets designed for people of all ages and abilities create stronger, healthier and safer communities. Currently, six metro cities have adopted a Complete Streets policy including Des Moines, Carlisle, Norwalk, Windsor Heights, Pleasant Hill and West Des Moines. More information is available at http://dmampo.org/complete-streets/. The City of Johnston has a long standing history of designing streets with the typical components of complete streets where practical and possible, including trail, sidewalk and pedestrian improvements. Most recently the City received a $15,000 grant from the MPO to construct a pedestrian island for the trail crossing on NW 60th Avenue just east of Merle Hay Road. The MPO has indicated future funding for similar type projects would likely be limited to City's with an adopted Complete Streets policy.
RECOMMENDATION:	The Public Works Council Ad Hoc Council Subcommittee reviewed the template Complete Streets policy provided by the Des Moines Area MPO and suggested a number of amendments to the policy to fit it to Johnston. The policy is non-binding and largely documents many of the design considerations that already occur through the design and development of street, sidewalk and trail projects throughout the community. The Parks Board recommended approval on April 19, 2016, subject to clarification of the exemptions listed in item # 2 of the policy. Those clarifications have been made on the attached. The Planning and Zoning Commission recommended approval (with the clarification requested by the Park Board) on April 25, 2016.

RESOLUTION 16-92

A RESOLUTION OF THE CITY COUNCIL ADOPTING A COMPLETE STREETS POLICY

WHEREAS, The City of Johnston wishes to ensure that all users of our transportation system are able to travel safely and conveniently on all streets and roadways within the public right-of-way in Johnston; and,

WHEREAS, a complete street is defined as one which provides a safe, convenient, and context-sensitive facility for all modes of travel, for users of all ages and all abilities; and,

WHEREAS, complete streets better serve the needs of those who use transit by providing access to transit systems; and,

WHEREAS, complete streets have public health benefits, such as encouraging physical activity and improving air quality, by providing the opportunity for more people to bike and walk safely; and,

WHEREAS, complete streets improve access and safety for those who cannot or choose not to drive motor vehicles; and,

WHEREAS, complete streets are essential in providing safe routes to school for children; and,

WHEREAS, the Johnston 2030 Comprehensive Plan contains Policies and Action Steps encouraging a multi-modal transportation system, including "Encourage multiple use right of way areas that accommodate appropriate modes of transportation."

WHEREAS, it is the desire of the City of Johnston to formalize a commitment to the principles of complete streets for all of our streets;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the Complete Streets Policy, dated May 2, 2016 and attached hereto is hereby adopted and approved.

PASSED AND APPROVED this 2nd day of May, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

Complete Streets Policy

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

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

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

To this end, the City of Johnston will:

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

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

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

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

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

- ITE Recommended Practice Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities; and,
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide.

2. Pedestrian and bicycle ways and transit considerations will be considered for establishment in new construction and reconstruction of street and bridge projects within the City of Johnston. The following items would be considered acceptable exemptions to this policy:

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

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

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

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

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

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

ITEM NO. 9D

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT:	**ACTION REQUIRED:**
First Consideration of Ordinance 946 amending Johnston Revised Ordinances of 2017, Chapter 69 to add Chapter 69.12 Parking Limited to Two Hours.	X Ordinance ___ Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	In 2015, the City Council approved the site plans for the 62W Apartment project located at 6000 NW 62nd Avenue. As part of the design, an on street parking lane was to be constructed along NW 62nd Avenue adjacent to the project with seventeen parking spaces. The parking spaces were designed to facilitate easy access to the project's main office for visitors and are not intended for residents of the project as there is ample onsite parking provided. As the project was reviewed by the Planning and Zoning Commission, they (as were the applicants) were concerned about the parking spaces being utilized on a long term basis by visitors to the nearby Middle School and High School. As a result, the Commission, including a recommended condition of approval requiring the on street parking spaces be limited to a maximum of two hour parking, with the applicant responsible for installation of the signage. Since these parking spaces are on street, any enforcement of this provision would need to be done by the Police Department. In order to enforce this two hour parking limit, the City Code needs to be amended to include a section limited parking to two hours in designated zones. The proposed and attached ordinance is intended to address this issue.
FISCAL IMPACT:	None.
RECOMMENDATION:	Approve first consideration of Ordinance 946.

ORDINANCE NO. 946

AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING CHAPTER 69 TO ADD CHAPTER 69.12 PARKING LIMITED TO TWO HOURS

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 69 to add a provision limiting on street parking to no more than two hours in designated locations.

Section 2. AMENDMENT. Section 69 Parking Regulations is hereby amended by the addition of a new Chapter 69.12, as follows:

"69.12 PARKING LIMITED TO TWO HOURS. It is unlawful to park any vehicle for a continuous period of more than two hours upon the following designated streets:

1. South side of NW 62nd Avenue adjacent to 6000 NW 62nd Avenue."

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 _____ day of _____2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

1st Reading:
2nd Reading:
3rd Reading:

ROLL CALL VOTE:

	1st Reading		2nd Reading		3rd Reading	
	Aye	Nay	Aye	Nay	Aye	Nay
Brown						
Clabaugh						
Cope						
Lindeman						
Temple						

9E

ITEM NO.

OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT:	**ACTION REQUIRED:**
First Consideration of Ordinance 945 amending Johnston Revised Ordinances of 2007, Chapter 65 to modify the locations of stop intersections.	_X_ Ordinance ___ Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	After review of Chapter 65, a number of changes are needed to reflect new streets/stop locations, as follows: • Addition of a two new stop intersections along NW 63rd Place between NW 59th Court and Merle Hay Road • Addition of one new stop intersection in Crosshaven Plat 4; • Addition of one new stop intersection in Crosshaven Plat 5; • Addition of two new stop intersections in Crosshaven Plat 6. Approval of the changes will update the traffic code to match current signage and allow the Johnston Police Department to issue citations to violators.
FISCAL IMPACT:	None.
RECOMMENDATION:	Approve first consideration of Ordinance 945.

3p

ORDINANCE NO. 945

AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING CHAPTER 65 TO MODIFY THE LOCATIONS OF STOP INTERSECTIONS.

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 65 to modify the locations of stop intersections, yield intersections and official traffic control intersections.

Section 2. AMENDMENT. Section 65.01, Stop Intersections, is hereby amended by the addition of six new stop locations to be added alphabetically to the existing table to read as follows:

Stop Location	Travel Direction	Intersecting Street
Dunmore Circle	South	Marnewood Drive
Marnewood Drive	West	NW 100th Street
NW 63rd Place	West	NW 59th Court
NW 63rd Place	East	Merle Hay Road
NW 95th Circle	South	NW 95th Street/Marnewood Drive
NW 95th Street	South	Rushbrook Drive

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 _____ day of _____2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

1st Reading:
2nd Reading:
3rd Reading:

ROLL CALL VOTE:

	1st Reading		2nd Reading		3rd Reading	
	Aye	Nay	Aye	Nay	Aye	Nay
Brown						
Clabaugh						
Cope						
Lindeman						
Temple						

CROSSHAVEN PLAT 4
FINAL PLAT

OWNER

CROSSHAVEN I LLC
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF OUTLOT W OF CROSSHAVEN OUTLOTS PLAT 1, A PART OF OUTLOT X OF CROSSHAVEN PLAT 3, AND A PART OF PARCEL D RECORDED IN BOOK 126563 PAGE 281 LOCATED IN SECTION 27, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., AND A PART OF PARCEL K RECORDED IN BOOK 12648 PAGE 649 LOCATED IN SECTION 34, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT W; THENCE 43.97 FEET ALONG A 243.81 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING N05°47'19"E, 43.91 FEET; THENCE N05°09'05"W, 163.58 FEET; THENCE 476.14 FEET ALONG A 177.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, CHORD BEARING N39°50'57"E 345.02 FEET; THENCE N84°50'57"E, 15.22 FEET; THENCE 41.40 FEET ALONG A 250.00 FOOT RADIUS CURVE, CONCAVE NORTH, CHORD BEARING N80°06'17"E, 41.35 FEET TO THE EAST LINE OF SAID OUTLOT W; THENCE N68°44'55"E, 88.22 FEET; THENCE N71°36'29"E, 369.09 FEET; THENCE N52°49'34"E, 83.41 FEET; THENCE N71°36'35"E, 83.65 FEET; THENCE 375.01 FEET ALONG A 182.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, CHORD BEARING S49°41'13"E, 312.10 FEET; THENCE N89°57'47"E, 183.65 FEET TO THE EAST LINE OF SAID PARCEL D; THENCE ALONG SAID LINE S00°02'13"E, 618.45 FEET; THENCE N89°38'54"W, 476.80 FEET; THENCE S60°21'06"W, 393.92 FEET; THENCE S00°21'06"W, 275.37 FEET; THENCE N89°35'22"W, 320.66 FEET TO THE WESTERLY LINE OF SAID OUTLOT X; THENCE ALONG SAID LINE N09°26'02"E, 227.87 FEET; THENCE ALONG SAID LINE 122.69 FEET ALONG A 250.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, CHORD BEARING N23°31'35"E, 121.48 FEET; THENCE ALONG SAID LINE 62.25 FEET ALONG A 450.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING N33°37'13"E, 62.24 FEET; THENCE ALONG SAID LINE N60°20'42"W, 120.00 FEET; THENCE ALONG SAID LINE 19.34 FEET ALONG A 330.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING N27°58'34"E, 19.34 FEET; THENCE ALONG SAID LINE N63°42'10"W, 179.50 FEET; THENCE ALONG SAID LINE 37.85 FEET ALONG A 243.81 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING N15°21'09"E, 37.81 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 23.69 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ZONING

ZONING: CROSSHAVEN P.U.D. (ORDINANCE 782)
FIRM PANEL: 19099I 0085 D
EFFECTIVE DATE 7/19/2000

SETBACKS (SINGLE FAMILY LOTS)

FRONT:	15 FT (FOR USABLE PORCH AREA) 25 FEET GARAGE
SIDE:	5 FEET
REAR:	10 FEET
MIN LOT WIDTH:	60 FEET
MIN LOT AREA:	8,000 SF

UTILITIES

WATER - JOHNSTON WATER SYSTEM
SANITARY SEWER - JOHNSTON SANITARY SEWER DISTRICT.

BENCHMARK

RR SPIKE IN 2ND POWER POLE SOUTH OF THE INTERSECTION NW 78TH AVE AND NW 100TH STREET. ELEVATION = 893.19

ARROW FIREHYDRANT (FH 100-28) NW CORNER OF THE INTERSECTION NW 76TH PL AND NW 100TH STREET. ELEVATION = 900.71

BENCHMARK

RR SPIKE IN 2ND POWER POLE SOUTH OF THE INTERSECTION NW 78TH AVE AND NW 100TH STREET. ELEVATION = 893.19

ARROW FIREHYDRANT (FH 100-28) NW CORNER OF THE INTERSECTION NW 76TH PL AND NW 100TH STREET. ELEVATION = 900.71

NOTES

1: LOT A TO BE DEDICATED TO THE CITY OF JOHNSTON FOR PUBLIC ROAD PURPOSES.
2: OUTLOT Y MAY BE USED AS RIGHT-OF-WAY FOR A FUTURE STREET/ROAD CONNECTION TO PROVIDE ACCESS TO OUTLOT Y, CROSSHAVEN OUTLOTS PLAT 1.

LEGEND

- SETBACKS
- EASEMENTS
- EXISTING PROPERTY LINES
- PROPERTY LINES
- PLAT BOUNDARY

DATE SURVEYED: OCTOBER 1, 2014

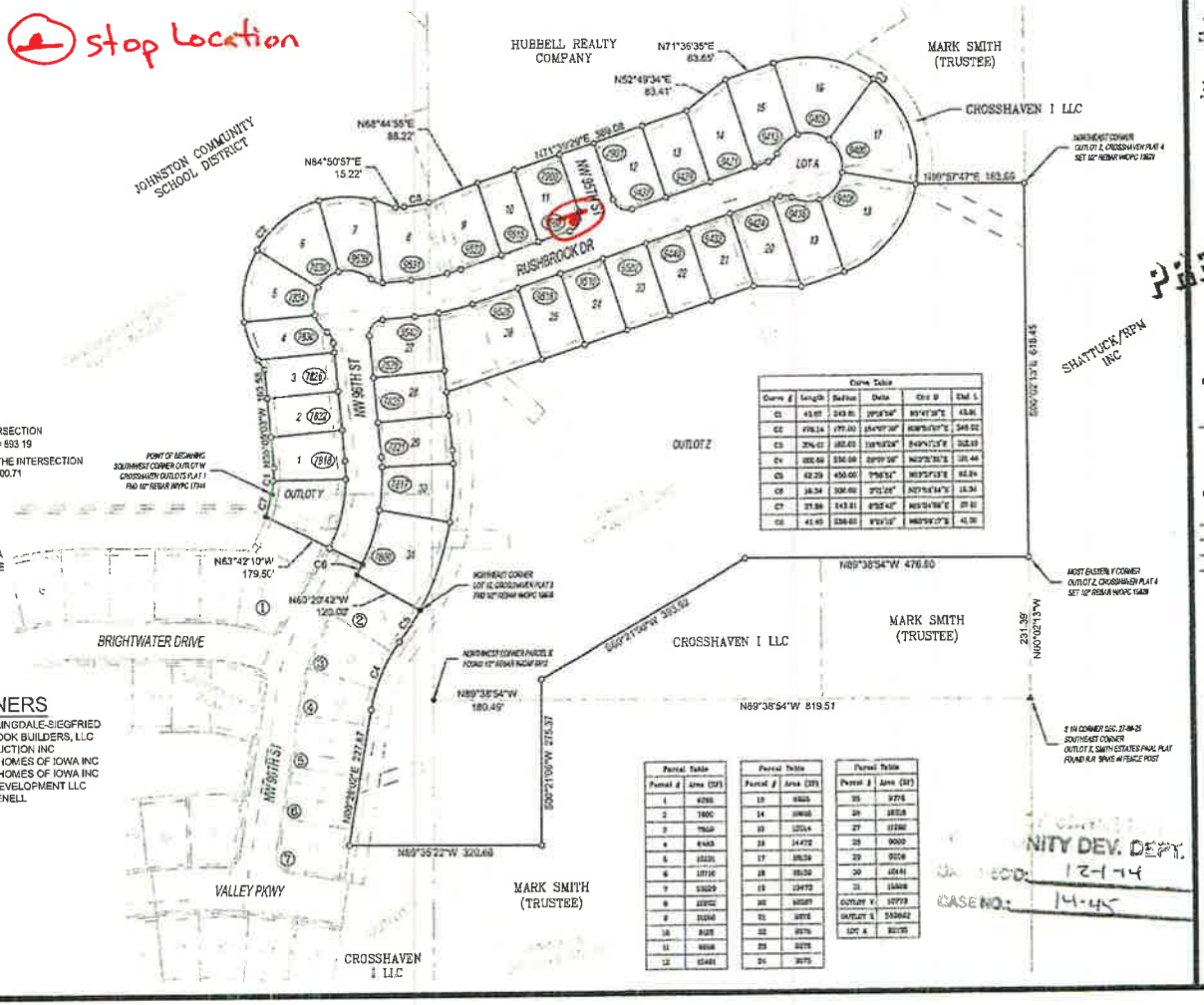
CORNERS FOUND:
▲ – SECTION COR. (AS NOTED)
■ – 1/2" REBAR YPC #8812
● – 1/2" REBAR OPC #19828
CORNERS SET:
– 1/2" REBAR & OPC #19828
PUE – PUBLIC UTILITY EASEMENT
MPE – MINIMUM PROTECTION ELEVATION
(1001) – LOT ADDRESSES

ADJACENT PROPERTY OWNERS

1.	CROSSHAVEN PLAT 3, LOT 11	ANGELA ARRINGDALE-SIEGFRIED
2.	CROSSHAVEN PLAT 3, LOT 12	MEADOWBROOK BUILDERS, LLC
3.	CROSSHAVEN PLAT 3, LOT 13	GM CONSTRUCTION INC
4.	CROSSHAVEN PLAT 3, LOT 14	GRAYHAWK HOMES OF IOWA INC
5.	CROSSHAVEN PLAT 3, LOT 15	GRAYHAWK HOMES OF IOWA INC
6.	CROSSHAVEN PLAT 3, LOT 16	COSGRIFF DEVELOPMENT LLC
7.	CROSSHAVEN PLAT 3, LOT 17	WILLIAM GRENELL

NORTH

GRAPHIC SCALE
0 100 200
1 INCH = 200 FEET



McCLURE ENGINEERING CO
building strong communities

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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

BRADLEY R. GEATER, PLS
NO. 19828

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL:

CROSSHAVEN PLAT 4
FINAL PLAT

JOHNSTON, IA
226053
OCTOBER 21, 2014

DIVISIONS
11/19/2014

DRAWN BY: M. HEATH	DESIGNED BY: P. SHELQUIST
CHECKED BY: B. GEATER	FIELD BOOK NO.
DRAWING NO. FP-04	SHEET NO. 01/03

COMMUNITY DEV. DEPT.
DATE RECD: 12-1-14
CASE NO: 14-45

CROSSHAVEN PLAT 5
FINAL PLAT
JOHNSTON, IOWA

PREPARED BY & RETURNED TO: BRADLEY R. GEATER, PLS, MCCLURE ENGINEERING, 1360 NW 121ST STREET, CLIVE, IOWA 50325, 515-964-1229

OWNERS:

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

CROSSHAVEN I, LLC
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING ALL OF OUTLOT X AND BEING A PART OF OUTLOT Z OF CROSSHAVEN OUTLOTS PLAT 1, PARCEL D RECORDED IN BOOK 12648, PAGE 648, AND PARCEL D RECORDED IN BOOK 12653, PAGE 281 ALL IN SECTION 27, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF JOHNSTON, POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE N89°34'18"W, 313.55 FEET ALONG THE SOUTH LINE OF SAID PARCEL D (BOOK 12648, PAGE 648) TO THE POINT OF BEGINNING; THENCE S30°50'44"E, 229.27 FEET; THENCE S56°00'50"W, 133.00 FEET TO THE NORTHERLY LINE OF DEED DESCRIBED IN BOOK 15049, PAGE 262; THENCE ALONG SAID LINE 117.08 FEET ALONG A 182.00 FOOT RADIUS CURVE, CONCAVE SOUTH, CHORD BEARING S89°42'48"W, 115.07 FEET; THENCE ALONG SAID LINE S71°36'35"W, 83.65 FEET; THENCE ALONG SAID LINE S52°49'34"W, 83.41 FEET; THENCE ALONG SAID LINE S71°39'29"W, 369.09 FEET; THENCE ALONG SAID LINE S68°44'55"W, 88.22 FEET; THENCE N00°02'28"W, 29.27 FEET; THENCE N18°20'31"W, 121.53 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT X; THENCE ALONG THE NORTH LINE OF SAID OUTLOT X N71°39'29"E, 40.19 FEET TO THE WEST LINE OF SAID PARCEL D (BOOK 12653, PAGE 281); THENCE ALONG SAID LINE N00°02'28"W, 128.64 FEET TO THE SOUTHERLY LINE OF SAID OUTLOT Z; THENCE ALONG SAID LINE 128.55 FEET ALONG A 150.00 FOOT RADIUS CURVE, CONCAVE SOUTH, CHORD BEARING N62°04'30"W, 124.66 FEET; THENCE N02°08'15"W, 124.88 FEET; THENCE 10.26 FEET ALONG A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTH, CHORD BEARING S86°46'25"W, 10.26 FEET; THENCE N04°18'55"W, 185.00 FEET; THENCE N28°11'28"E, 407.19 FEET TO THE NORTH LINE OF SAID PARCEL D (BOOK 12648, PAGE 648); THENCE ALONG SAID LINE N90°00'00"E, 325.32 FEET; THENCE S30°50'44"E, 600.08 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 13.85 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ZONING

ZONING: CROSSHAVEN P.U.D. (ORDINANCE 782)
FIRM PANEL: 19090I 0085 D
EFFECTIVE DATE 7/19/2000

SETBACKS (SINGLE FAMILY LOTS)
FRONT: 15 FT (FOR USABLE PORCH AREA)
25 FEET GARAGE
SIDE: 5 FEET
REAR: 10 FEET
MIN LOT WIDTH: 60 FEET
MIN LOT AREA: 6,000 SF

NOTES

1) LOT A IS TO BE DEDICATED TO THE CITY OF JOHNSTON FOR USE AS A PUBLIC PARK
2) LOT B IS TO BE DEDICATED TO THE CITY OF JOHNSTON FOR USE AS PUBLIC ROAD RIGHT-OF-WAY

FLOOD INSURANCE INFORMATION

THE SUBJECT PROPERTY IS LOCATED ENTIRELY WITHIN FLOOD INSURANCE PANEL 19081C0085D WITH AN EFFECTIVE DATE OF JULY 19, 2000. SUBJECT PROPERTY IS LOCATED IN ZONE AE & ZONE X.

UTILITIES

WATER - JOHNSTON WATER SYSTEM
SANITARY SEWER - JOHNSTON SANITARY SEWER DISTRICT.

BENCHMARK

RR SPIKE IN 2ND POWER POLE SOUTH OF THE INTERSECTION NW 78TH AVE AND NW 100TH STREET. ELEVATION = 893.19

ARROW FIREHYDRANT (FH 100-26) NW CORNER OF THE INTERSECTION NW 75TH PL AND NW 100TH STREET. ELEVATION = 890.71

Stop location

LEGEND

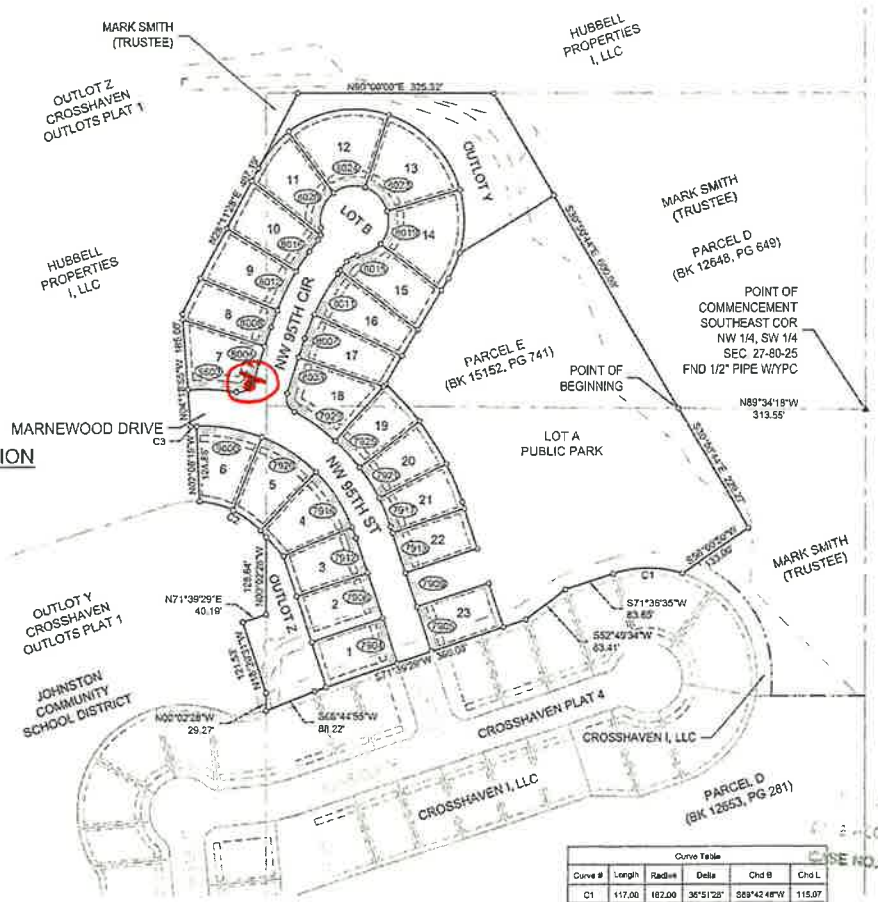
- SETBACKS
- EASEMENTS
- EXISTING PROPERTY LINES
- PROPERTY LINES
- PLAT BOUNDARY

DATE SURVEYED: 10/22/2014

CORNERS FOUND:
▲ – SECTION COR. (AS NOTED)
■ – 1/2" REBAR YPC #9812
● – 1/2" REBAR OPC #19828
CORNERS SET:
○ – 1/2" REBAR & YPC #19828
PUE – PUBLIC UTILITY EASEMENT
MPE – MINIMUM PROTECTION ELEVATION
(1001) – LOT ADDRESSES

NORTH

0 50 100 200
GRAPHIC SCALE



Parcel Table	
Parcel #	Area (SF)
1	9870
2	10001
3	8093
4	10695
5	10918
6	10070
7	11268
8	9647
9	11024
10	11047
11	10904
12	14472
13	14472
14	14336
15	10945
16	10661
17	10460
18	11982
19	8964
20	8964
21	8823
22	8650
23	9660
OUTLOT Z	18937
LOT B	83923
LOT A	232586
OUTLOT Y	39822

Curve Table					
Curve #	Length	Radius	Delta	Chd B	Chd L
C1	117.08	182.00	36°51'28"	S89°42'48"W	115.07
C2	128.55	150.00	49°06'14"	N62°04'30"W	124.66
C3	10.26	270.00	2°10'40"	S86°46'25"W	10.26

COMMUNITY DEV. DEPT.
RECD: 12-1-14
CASE NO: 14-46

McCLURE ENGINEERING Co
building strong communities

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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

BRADLEY R. GEATER, PLS
NO. 19828

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL:

CROSSHAVEN PLAT 5
FINAL PLAT
JOHNSTON, IOWA
226053
10/22/2014

11/25/2014

C.SMITH	P.SHELQUIST
B.GEATER	

FP-05 01/03

CROSSHAVEN PLAT 6 FINAL PLAT
JOHNSTON, IOWA

OWNERS:
HUBBELL PROPERTIES I LC
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

CROSSHAVEN I LLC
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

ENGINEER:
McCLURE ENGINEERING
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
ATTN: CALEB SMITH

LEGAL DESCRIPTION:
A PARCEL OF LAND BEING A PART OF PARCEL D, RECORD IN POLK COUNTY RECORDS AT BOOK 12648, PG 648, IN THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND A PART OF OUTLOT Z OF CROSSHAVEN OUTLOTS PLAT 1, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL F, RECORDED IN POLK COUNTY RECORDS AT BOOK 15596, PAGE 246; THENCE N90°00'00"W, 1142.53 FEET; THENCE N36°58'34"W, 654.02 FEET, THENCE N80°59'57"W, 121.53 FEET TO THE WEST LINE OF SAID OUTLOT Z; THENCE ALONG SAID WEST LINE S00°00'03"W, 1020.57 FEET TO THE SOUTH LINE OF SAID OUTLOT Z; THENCE ALONG SAID SOUTH LINE S89°34'05"E, 234.33 FEET; THENCE ALONG SAID SOUTH LINE N39°07'43"E, 57.32 FEET; THENCE ALONG SAID SOUTH LINE 120.14 FEET ALONG A 235.20 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, CHORD BEARING S31°02'32"E, 119.50 FEET; THENCE S20°46'27"E, 5.36 FEET; THENCE ALONG SAID SOUTH LINE 546.60 FEET ALONG A 450.00 FOOT RADIUS CURVE, CONCAVE NORTHEAST, CHORD BEARING S55°08'01"E, 513.61 FEET, THENCE ALONG SAID SOUTH LINE N00°04'07"E, 120.00 FEET, THENCE ALONG SAID SOUTH LINE 99.82 FEET ALONG A 330.00 FOOT RADIUS CURVE, CONCAVE NORTH, CHORD BEARING N81°24'11"E, 99.44 FEET; THENCE ALONG SAID SOUTH LINE N72°44'12"E, 26.49 FEET; THENCE ALONG SAID SOUTH LINE S17°15'19"E, 120.00 FEET; THENCE ALONG SAID SOUTH LINE N72°44'17"E, 543.06 FEET; THENCE ALONG SAID SOUTH LINE 54.02 FEET ALONG A 150.00 FOOT RADIUS CURVE, CONCAVE SOUTH, CHORD BEARING N81°03'20"E, 53.73 FEET, THENCE N02°08'15"W, 124.88 FEET; THENCE 10.26 FEET ALONG A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTH, CHORD BEARING S86°46'25"W, 10.26 FEET; THENCE N04°18'55"W, 185.00 FEET; THENCE N28°11'28"E, 407.19 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 28.28 ACRES AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

ZONING
ZONING: CROSSHAVEN P.U.D. (ORDINANCE 782)
FIRM PANEL: 19090100850
EFFECTIVE DATE 7/19/2000

SETBACKS (SINGLE FAMILY LOTS)
FRONT: 15 FT (FOR USABLE PORCH AREA)
25 FEET GARAGE
SIDE: 5 FEET
REAR: 10 FEET
MIN LOT WIDTH: 60 FEET
MIN LOT AREA: 6,000 SF

stop Locations

UTILITIES
WATER - JOHNSTON WATER SYSTEM
SANITARY SEWER - JOHNSTON SANITARY SEWER DISTRICT

BENCHMARK
RR SPIKE IN 2ND POWER POLE SOUTH OF THE INTERSECTION

FLOOD INSURANCE INFORMATION
THE SUBJECT PROPERTY IS LOCATED ENTIRELY WITHIN FLOOD INSURANCE PANEL 19090100850 WITH AN EFFECTIVE DATE OF JULY 19, 2000. SUBJECT PROPERTY IS LOCATED IN ZONE AE & ZONE X.

NORTH

LEGEND
- SETBACKS
- EASEMENTS
- EXISTING PROPERTY LINES
- PROPERTY LINES
- PLAT BOUNDARY

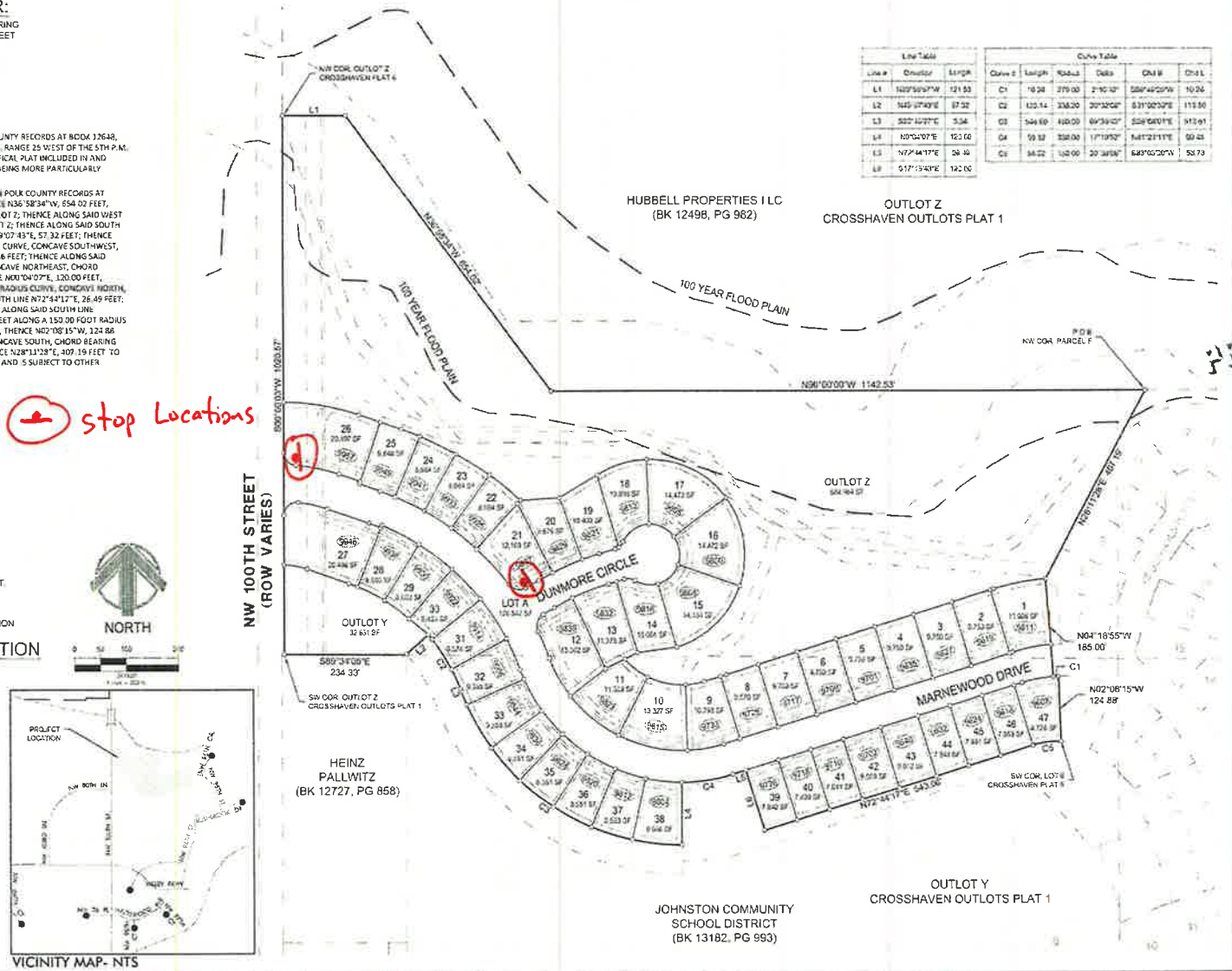
DATE SURVEYED: 04/22/2015

CORNERS FOUND:
- ▲ SECTION COR. (AS NOTED)
- ■ = 1/2" REBAR YPC #8812
- ● = 1/2" REBAR DPC #19328

CORNERS SET:
- ○ = 1/2" REBAR w YPC #19828

PUE = PUBLIC UTILITY EASEMENT
MPE = MINIMUM PROTECTION ELEVATION
(1001) = LOT ADDRESSES

VICINITY MAP- NTS



Line Table

Line #	Direction	Length
L1	N80°59'57"W	121.53
L2	N39°07'43"E	57.32
L3	S20°46'27"E	5.36
L4	N00°04'07"E	120.00
L5	N72°44'17"E	26.49
L6	S17°15'43"E	120.00

Curve Table

Curve #	Length	Radius	Delta	Chd B	Chd L
C1	10.26	270.00	2°10'10"	S86°46'25"W	10.26
C2	120.14	235.20	29°15'05"	S31°02'32"E	118.80
C3	546.60	450.00	69°36'02"	S55°08'01"E	513.61
C4	99.82	330.00	17°19'52"	N81°24'11"E	99.44
C5	54.02	150.00	20°38'06"	N81°03'20"W	53.73

McCLURE ENGINEERING CO.
building strong
1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-1370

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

BRADLEY R. GEATER, PLS
NO. 19828

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL:

CROSSHAVEN PLAT 6
FINAL PLAT
JOHNSTON, IOWA
226053
4/21/2015

C. SMITH	C. CARLETON
B GEATER	
FP-06	01/04

ITEM NO. 9F

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2nd, 2016

SUBJECT: Consider the following items:

- Establishing a Stormwater Homeowner Grant Program for Single-Family Residential Lots; Resolution 16- 94,
- Approving the application for the Stormwater Homeowner Grant Program; Resolution 16-95.

ACTION REQUIRED:

___ Ordinance
_X_ Resolution
___ Approval
___ Receive/File
___ Attorney Rvw

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 develop the attached application, with program conditions included, for administration of our own stormwater homeowner grant program. Staff would note the following as being significant conditions of this program:

- Approved projects must be able to complete one of the following:
  - Improve water quality
  - Reduce quantity of off-site stormwater drainage
  - Slow the release of off-site stormwater drainage
- Eligible costs that may be covered by this program:
  - Materials
  - Contract labor
- Applicant would be eligible to receive the following reimbursement:
  - 50% match on BMP up to a $750 maximum
  - 50% match on rain barrels up to a $75 maximum, limit 1 per address

Motion by _____, Seconded by _____ to approve Resolution 16-94.
Motion by _____, Seconded by _____ to approve Resolution 16-95.

Attachments:

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

RESOLUTION 16-94

A RESOLUTION ESTABLISHING A STORMWATER HOMEOWNER GRANT PROGRAM FOR SINGLE-FAMILY RESIDENTIAL LOTS

WHEREAS, one of the powers, duties, and responsibilities of the Stormwater Utility, as defined by Johnston Code of Ordinances Chapter 103.03.10, is to "Administer a homeowner grant program providing funding assistance for stormwater management improvements on single-family residential lots"; and,

WHEREAS, the Stormwater Management Utility has funding available for this program; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that a Stormwater Homeowner Grant Program for single-family residential lots is established with the following conditions,

1. The Stormwater Homeowner Grant Program shall be administered by Johnston's Community Development Department with bi-annual reports from City staff, to the City Council, detailing funded projects.
2. All conditions on the application for the Stormwater Homeowner Grant Program, which shall be approved by a separate resolution, are made a part of the Stormwater Homeowner Grant Program.
3. Funding for the Stormwater Homeowner Grant Program shall come from the Stormwater Management Utility. The annual funding amount will be determined by the City Council during the normal budget process
4. Administration of the Stormwater Homeowner Grant Program shall begin July 1, 2016.

PASSED AND APPROVED this 2nd day of May, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

RESOLUTION 16-95

A RESOLUTION APPROVING THE APPLICATION FOR THE STROMWATER HOMEOWNER GRANT PROGRAM

WHEREAS, Resolution 16-94 established a Stormwater Homeowner Grant Program for single-family residential lots; and,

WHEREAS, a condition of Resolution 16-94 was that all conditions on the application for the Stormwater Homeowner Grant Program, which shall be approved by a separate resolution, are made a part of the Stormwater Homeowner Grant Program; and,

WHEREAS, an application for the Stormwater Homeowner Grant Program has been prepared and presented to the City Council for consideration; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the application for the Stormwater Homeowner Grant Program, attached hereto and made a part hereof, is approved and all of the conditions for the Stormwater Homeowner Grant program listed on the application are made a part of the Stormwater Homeowner Grant Program.

PASSED AND APPROVED this 2nd day of May, 2016.

_____
PAULA S. DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

Attachments:
Stormwater Homeowner Grant Program Application

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:

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 of Johnston will require access to your property for evaluation of project feasibility prior to construction, inspection of the project during construction, and final inspection of the project. The City of Johnston will also require permission to take photographs of the BMP throughout the process and to share the photographs publically.

By signing this application, the applicant agrees that all information provided in this application and the accompanying documents are accurate, the applicant agrees that any of the information on or provided with this application can be shared publically, and the applicant agrees to all of 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

Stormwater Homeowner Grant Program

Program Description

In attempt to promote stormwater Best Management Practices (BMP's) throughout the city, the Stormwater Homeowner Grant Program allocates funds for the cost of materials and contract 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 reimbursement of $750. Rain barrels, one per address, are eligible for a 50% match with a maximum reimbursement of $75.
- Material and contract labor expenses incurred by the applicant, prior to July 1 of the fiscal year an application is approved during, is 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 project feasibility prior to construction, inspection of the project during construction, and final inspection of the project. The City of Johnston will also require permission to take photographs of the BMP throughout the process and to share the photographs publically.
- 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/.

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 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 for watering gardens.

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.

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 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 APPLICATION AND PROGRAM CONDITIONS:	Upon researching the variety of BMPs and comparing other metro city programs staff has prepared the attached application for the grant program. The application includes the conditions of the program on page two. The applicant would need to sign the application to be considered for approval. By signing the application the applicant agrees to all conditions of the program and that any information provided with the application may be used for public purposes. At the April 18th, 2016 City Council Work Session meeting, the Mayor had suggested adding a condition that photographs may be taken of approved projects and those pictures could be used for public purposes. This suggestion has been added as a condition of the program. Upon Council establishment of the program, it would be implemented administratively with regular reports back to the Council on the projects funded. Staff recommends that any conditions of the program be shown on the program application and that approval of those conditions occur with approval of the application, by resolution.
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 reimbursement for BMPs of $750 and a max reimbursement of $75 for a limit of one rain barrel. This amount should allow for multiple projects per year. The annual funding amount for this program will be determined by the City Council during the normal budgeting process.
RECOMMENDATION:	Staff recommends establishing the Stormwater Homeowner Grant Program for single-family residential lots with Resolution 16-94 and approving the application for the Stormwater Homeowner Grant Program with Resolution 16-95.

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 Stormwater Best Management Practices 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 (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: msturms@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

City of 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. 9G

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016

SUBJECT: Consider Resolution No. 16-91 a resolution authorizing Public Hearing for Condemnation of Easements and Property located at 7240 NW 54th Avenue for construction of a public road from NW 54th Avenue to Birchwood Court	ACTION REQUIRED: ___ Ordinance _X_ Resolution ___ Approval ___ Receive/File _X_ Attorney Review JPS

SYNOPSIS

As the community continues to grow there is more pressure placed on the existing road system and the community needs to continually evaluate how best to move traffic and pedestrians in a safe and efficient manner. Over the years the city has been approached by several property owners regarding a road connection from NW 54th Avenue to Birchwood Court.

At the August 3, 2015 work session the City Council conducted a public meeting to allow property owners that own property adjacent to the proposed road extension to share their comments and concerns about the road. Several property owners spoke in favor of the road and one property owner, represented by their attorney, is not in support of the road.

Many of the comments in support of the road centered around improved access to their properties, improved emergency access and the safety of the public, particularly the school children that attend Timber Ridge Elementary School.

The city has also discussed two alignments for the road:

Option #1 - Align the road with Foxboro Road, creating a four-way intersection.

The advantages of this option is aligning the road allows for safer student and public crossing at a controlled intersection and requires fewer turning movements and less driver confusion caused by constructing an off-set intersection.

The disadvantage of this option is that it requires the

acquisition of right of way and/or easements from two property owners.

Option #2 - Construct an offset intersection at NW 54th Avenue between Foxboro Road and NW 78th Court, creating a 'T' intersection.

The advantage of this option is the road can be built on property that is owned by one property owner - Hubbell Realty Company.

The disadvantage is an offset intersection introduces extra turning movements which increases the potential for rear end collisions and is confusing to drivers. In addition, this option does not improve or address pedestrian access to Timber Ridge Elementary School.

On September 8, 2015, the city council adopted Resolution No. 15-203. The resolution expressed support for constructing a road from NW 54th Avenue to Birchwood Court. The resolution further identified the preferred alternative of aligning the road extension with Foxboro Road.

The proposed road would be constructed by a private developer and deeded to Polk County or the city of Johnston as a public street. In order to reduce the amount of property needed for the road right of way the City has decided to allow the construction of the road in a narrower right of way than is typically required. Therefore the City will need temporary construction and permanent easements from the Robbins property, 7240 NW 54th Avenue, rather than acquiring property (there is a small portion, 175 square feet, of the former NW 54th Avenue right of way that will need to be acquired).

On December 3, 2015 City representatives met with the Robbins family regarding the easements. The family requested that they be allowed to wait until after the holidays before they consider our request. The City gave them until, the end of February before the family was contacted. City Attorney Tim Pearson has contacted the Robbins' attorney several times and there has been no response to the request for easements.

Since negotiations for the easements and property have not been successful the City has determined it is necessary to proceed with condemnation to acquire the necessary easements

RESOLUTION NO. 16-91

RESOLUTION AUTHORIZING PUBLIC HEARING FOR CONDEMNATION OF PROPERTY OWNED BY

RICHARD R. AND JO ANN ROBBINS

WHEREAS, The City of Johnston is desirous of proceeding to condemnation to condemn certain temporary construction and permanent easements and a property acquisition for the construction of a public road from NW 54th Avenue to Birchwood Court.

WHEREAS, Richard R. and Jo Ann Robbins are the owners of the property to be condemned and said property is legally described as follows:

LEGAL DESCRIPTION FOR THE PROPERTY SUBJECT TO THE TEMPORARY EASEMENT, A:

PART OF THE LOT 1 AND SOUTH 7.00 FEET OF LOT A (NW 54TH AVENUE), EXCEPT THE EAST 25.00 FEET THEREOF IN SCHULTZ ACRES, AN OFFICIAL PLAT, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 IN SCHULTZ ACRES; THENCE N00°34'00"W, 7.00 FEET ALONG THE EAST LINE OF SAID LOT A IN SCHULTZ ACRES; THENCE S89°39'55"W, 25.00 FEET ALONG THE NORTH LINE OF THE SOUTH 7.00 FEET OF SAID LOT A TO THE POINT OF BEGINNING; THENCE S00°34'00"E, 221.18 FEET ALONG THE WEST LINE OF THE EAST 25.00 FEET OF SAID LOTS A AND 1 AND EXTENDED; THENCE S89°39'55"W, 30.00 FEET; THENCE N00°34'00:W, 24.18 FEET; THENCE S89°26'00"W, 60.00 FEET; THENCE N00°34'00"W, 60.00 FEET; THENCE N62°52'06"E, 67.08 FEET; THENCE N00°34'00"W, 107.00 FEET TO THE NORTH LINE OF THE SOUTH 7.00 FEET OF SAID LOT A; THENCE N89°39'55"E, 30.00 FEET ALONG THE NORTH LINE OF THE SOUTH 7.00 FEET OF SAID LOT A TO THE POINT OF BEGINNING. CONTAINING 11,135 SQUARE FEET.

AND

LEGAL DESCRIPTION FOR THE PROPERTY SUBJECT TO THE PERMANENT EASEMENT, B:

PART OF LOT 1, EXCEPT THE EAST 25.00 FEET THEREOF, IN SCHULTZ ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S89°39'55"W, 25.00 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE S00°34'00"E, 125.00 FEET ALONG THE WEST LINE OF THE EAST 25.00 FEET OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING S00°34'00"E, 45.00 FEET ALONG THE WEST LINE OF THE EAST 25.00 FEET OF SAID LOT 1; THENCE S89°26'00"W, 70.00 FEET; THENCE N00°34'00"W, 45.00 FEET; THENCE N89°26'00"E, 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3,150 SQUARE FEET.

AND

LEGAL DESCRIPTION FOR THE PROPERTY TO BE ACQUIRED, C:

THE EAST 25.00 FEET OF THE SOUTH 7.00 FEET OF LOT A (NW 54TH AVENUE) IN SCHULTZ ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. CONTAINING 175 SQUARE FEET.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnston, Polk County, Iowa that the matter of the condemnation of the previously described property shall be set down for public hearing on the 16th day of May, 2016 at 7:00 p.m. in the Council Chambers at City Hall, 6221 Merle Hay Road, Johnston, Iowa.

_____

PAULA DIERENFELD, MAYOR

_____

CYNDEE RHAMES, CITY CLERK

Passed this ___ day of _____, 2016.

	and the portion of the former NW 54th Avenue right of way. This action sets Monday, May 16, 2016 at 7:00 p.m. as the date for a public hearing on the condemnation. Per the request of the City Council, attached is a rough draft of a timeline to accomplish various tasks related to the design and construction of the road. This is a work in progress. Staff will continue to work on refining the timeline as more accurate information becomes available.
FISCAL IMPACT	
RECOMMENDATION	Approve resolution No. 16-91.

Timeline for Construction of the Extension of Foxboro Road
Draft - April 21, 2016

Easement acquisition
The City has been unsuccessful in negotiating the easements and property acquisition necessary for the construction of the road. The City will continue to attempt to acquire the easements and acquisition. In the meantime it is advisable that the City begin the condemnation process in the event negotiations for the easements and acquisition are not successful. The condemnation process can take up to six months. The project cannot begin until the necessary easements and property acquisition are completed. If the City does not begin the process now, there is a risk of not being able to complete the road construction before the beginning of the school year in August 2017.

May 2, 2016 - set date for public hearing on condemnation
May 16, 2016 - public hearing on condemnation
November 16, 2016 - end of condemnation process

Birchwood Court Road Construction
In progress - Road design
March 1, 2017 - Construction begins*
August 1, 2017 - Construction completed

Foxboro Road Construction
In progress - Road design can't be finalized until easement areas are surveyed
November 1, 2016 – April 1, 2017 – All tree removals would need to occur due to removal limitations of the Indiana Bat.
March 1, 2017 - Construction begins*
August 1, 2017 - Construction completed

*The construction estimate obtained by Hubbell indicates 120 working days to complete the construction of the roads.

TIF Agreement and/or new TIF District
By May 15, 2016 - City and developer meet to discuss the status of the current TIF agreement.
By June 15, 2016 - Complete the draft of an updated TIF agreement and/or a new Urban Renewal Area
August 1, 2016 - Set a date for a public hearing on an updated TIF agreement and/or a new Urban Renewal Area
August 15, 2016 - Conduct a public hearing on an updated TIF agreement and/or a new Urban Renewal Area

RISE (Revitalizing Iowa's Sound Economy) Grant - only City and County Governments may apply for Local Development funds
By June 1, 2016 - engage an engineering firm to apply for RISE funding
September 1, 2016 - Deadline to submit RISE Grant application to the Iowa Department of Transportation.

Annexation of the area
The process will begin after the easement and right of way acquisitions are completed. The annexation process will take 3-6 months. The road construction probably could begin before annexation is finalized, if the City coordinated with Polk County.

ITEM NO. 9H

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 2, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

2.8.

SYNOPSIS:	Attached for your review is the list of claims for payment in the amount of $1,408,009.49
FISCAL IMPACT:	Money is available to pay claims in the amount of $1,408,009.49
RECOMMENDATION:	By motion approve payment of claims in the amount of $1,408,009.49

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC	BRUMMETT, JOHN	BRUMMETT, JOHN:DEPOSIT RET	GENERAL FUND	SIMPSON BARN	130.00
	CUBIT, SHARON	CUBIT, SHARON:DEPOSIT RETU	GENERAL FUND	CROWN POINT	65.00
	DAVIS, CHRISTINE	DEPOSIT RETURN - THE BARN	GENERAL FUND	SIMPSON BARN	520.00
	DENISOV, KIRILL	DENISOV, KIRILL: TREE REFU	TREES	TREES	50.00
	MEINERS, MELISSA	DEPOSIT RETURN - THE BARN	GENERAL FUND	SIMPSON BARN	65.00
				TOTAL:	830.00
ABL LABORATORIES		BACKFLOW PREVENTION SUPPLI	WATER O/M	WATER	313.23
		BACKFLOW SUPPLIES, CAPS, V	WATER O/M	WATER	13.95
		BACKFLOW PREVENTION SUPPLI	WATER O/M	WATER	280.16
				TOTAL:	607.34
ACCO		DECHLORINATION TABLETS	WATER O/M	WATER	495.65
				TOTAL:	495.65
ADVENTURE LIGHTING		LIGHTS FOR THE BARN	GENERAL FUND	SIMPSON BARN	133.32
				TOTAL:	133.32
AHLERS & COONEY PC		PROJ. OAK AMENDMENT/BEAVER	T.I.F. #3 NW 62ND	ECONOMIC DEVELOPMENT	997.50
				TOTAL:	997.50
ALEXIS FIRE EQUIPMENT CO.		ELBOW FOR FIRE EQUIPMENT	GENERAL FUND	FIRE	99.95
				TOTAL:	99.95
ALLIANCE CONSTRUCTION GROUP		NW 70TH AVE IMP-86TH ST TO 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	48,012.05
		NW 70TH AVE IMP-86TH ST TO 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	124,424.26
		NW 70TH AVE IMP-86TH ST TO 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	50,249.68
		NW 70TH AVE IMP-86TH ST TO 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	103,326.75
		NW 70TH AVE IMP-86TH ST TO 70TH AVE IMP (86TH		WATER MAIN	21,375.00
		NW 70TH AVE IMP-86TH ST TO 70TH AVE IMP (86TH		SANITARY SEWER	21,229.25
				TOTAL:	368,616.99
ANIMAL RESCUE LEAGUE OF IOWA		LIVE ANIMAL INTAKE SERVICE	GENERAL FUND	ANIMAL CONTROL	125.00
				TOTAL:	125.00
ARAMARK UNIFORM SERVICES		UNIFORMS	GENERAL FUND	PARKS & TRAILS	169.11
		UNIFORMS	GENERAL FUND	PARKS & TRAILS	169.11
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	47.38
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.68
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.68
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	202.95
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	202.95
		UNIFORMS	WATER O/M	WATER	60.62
		UNIFORMS	WATER O/M	WATER	79.54
		UNIFORMS	SEWER O/M	WASTEWATER	60.61
		UNIFORMS	SEWER O/M	WASTEWATER	79.54
				TOTAL:	1,081.17
ARBORVANTAGE INC.		Ash Tree Removal	GENERAL FUND	PARKS & TRAILS	4,103.52
				TOTAL:	4,103.52
ARDICK EQUIPMENT CO INC		VARIOUS SIGNS AND DECALS	GENERAL FUND	PARKS & TRAILS	678.00
		VEHICLE LOGO - PW #208	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	18.00
		SPEED LIMIT SIGNS	ROAD USE TAX	TRAFFIC CONTROL	397.50
				TOTAL:	1,093.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARNOLD MOTOR SUPPLY, LLP	VARIOUS FILTERS & BULBS	GENERAL FUND	POLICE	49.49
	LED LIGHTS & PLUG -FIRE EN	GENERAL FUND	FIRE	32.62
	WIPER BLADES	GENERAL FUND	FIRE	23.43
	WIPER BLADES	GENERAL FUND	FIRE	10.18
	VARIOUS FILTERS & BULBS	GENERAL FUND	FIRE	40.10
	VARIOUS FILTERS & BULBS	GENERAL FUND	BUILDING & HOUSING	4.09
	RETAINERS #106	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	5.49
	NYLON MESH, PAINT MIX-CUPS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	7.07
	STIKIT GOLD FOR PLOW TRUCK	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	71.28
	PRIMER FOR PLOW TRUCKS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	41.88
	VARIOUS FILTERS & BULBS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	142.60
			TOTAL:	428.23
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	445.80
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	96.58
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	96.40
			TOTAL:	638.78
CANTEEN REFRESHMENT SERVICES	BREAKROOM SUPPLIES	GENERAL FUND	FIRE	76.96
	BREAKROOM SUPPLIES	GENERAL FUND	AMBULANCE	76.96
			TOTAL:	153.92
CAPITAL CITY EQUIPMENT CO	EQUIPMENT RENTAL	SEWER O/M	WASTEWATER	960.00
	FUEL CHARGE	SEWER O/M	WASTEWATER	50.00
	TAXES	SEWER O/M	WASTEWATER	3.00
	EXCAVATOR RENTAL SERVICES	SEWER O/M	WASTEWATER	235.00
			TOTAL:	1,248.00
CAYLER CONSULTING, LLC	Assessment Center	GENERAL FUND	FIRE	2,812.44
			TOTAL:	2,812.44
CENTURY LINK	INTERNET SERVICES - LIBRAR	GENERAL FUND	LIBRARY	112.13
	ALARM MONITORING-PARKS DEP	GENERAL FUND	PARKS & TRAILS	59.86
	CITY HALL ALARM MONITORING	GENERAL FUND	BUILDING & HOUSING	19.95
	CITY HALL ALARM MONITORING	GENERAL FUND	PLANNING & ZONING	19.95
	CITY HALL ALARM MONITORING	GENERAL FUND	CITY HALL	19.96
	LONG DISTANCE SERVICES	GENERAL FUND	CITY HALL	15.28
	ALARM MONITORING- WATER DE	WATER O/M	WATER	56.31
	ALARM MONITORING- WATER DE	SEWER O/M	WASTEWATER	56.30
			TOTAL:	359.74
CERTIFIED POWER INC COMPANIES	SHAFT SEAL FOR BUCKET TRUC	GENERAL FUND	PARKS & TRAILS	9.98
			TOTAL:	9.98
CINTAS CORPORATION	FIRST AID SUPPLIES - PW	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	58.37
	FIRST AID SUPPLIES-CROWN P	GENERAL FUND	PARKS & TRAILS	32.92
	FIRST AID SUPPLIES	GENERAL FUND	CITY HALL	37.89
	FIRST AID SUPPLIES	WATER O/M	WATER	7.60
	FIRST AID SUPPLIES	SEWER O/M	WASTEWATER	7.59
			TOTAL:	144.37
CITY OF DES MOINES	WRA	SEWER O/M	WASTEWATER	28,027.50
	WRA	SEWER O/M	WASTEWATER	3,108.00
	WRA	SEWER O/M	WASTEWATER	7,571.50
	WRA	SEWER O/M	WASTEWATER	25,769.25
			TOTAL:	64,476.25

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	PVC ELBOW FOR BRINE SHED	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	58.77
			TOTAL:	58.77
CONTRACTORS PLUMBING, INC	PLUMBING PERMIT REFUND	GENERAL FUND	BUILDING & HOUSING	45.00
			TOTAL:	45.00
COPY SYSTEMS INC	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	149.85
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	36.45
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	36.44
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	17.21
			TOTAL:	239.95
CORELL CONTRACTOR INC	NW 63RD PLACE EXTENSION	NW 64th & 63rd PL	ROADS, BRIDGES, SIDEWA	45,614.01
	NW 63RD PLACE EXTENSION	NW 64th & 63rd PL	ROADS, BRIDGES, SIDEWA	172,760.80
	NW 63RD PLACE EXTENSION	NW 64th & 63rd PL	ROADS, BRIDGES, SIDEWA	836.00
			TOTAL:	219,210.81
CSB INSURANCE	INSURANCE- BOB CAT EXCAVAT	GENERAL FUND	PROPERTY,WORK COMP,INS	402.00
	ADDL' VEHICLE INSURANCE	GENERAL FUND	PROPERTY,WORK COMP,INS	382.00
			TOTAL:	784.00
DAN'S OVERHEAD DOOR & MORE	OVERHEAD DOOR REPAIR	GENERAL FUND	FIRE	263.00
	OVERHEAD DOOR REPAIR	GENERAL FUND	AMBULANCE	263.00
			TOTAL:	526.00
DES MOINES LOCK SERVICE INC	LOCK PARTS FOR WASH BAY	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	25.50
			TOTAL:	25.50
DES MOINES STEEL FENCE CO	FENCE REPAIR	SEWER O/M	WASTEWATER	2,800.00
			TOTAL:	2,800.00
DEWEY FORD	BRAKE & ROTOR KIT	GENERAL FUND	AMBULANCE	281.98
	BUCKET TRUCK REPAIR	GENERAL FUND	PARKS & TRAILS	135.00
	BUCKET TRUCK REPAIR	GENERAL FUND	PARKS & TRAILS	13.50
			TOTAL:	430.48
DOCTORS NOW WALK-IN CARE	PRE-EMPLOYMNT PHY.-McDANIE	GENERAL FUND	POLICE	125.00
			TOTAL:	125.00
ECHO SYSTEMS	DIMMER SWITCH - PSB	GENERAL FUND	POLICE	32.98
	BUSHING FOR ICE MACHINE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	0.91
	FLEX WIRE FOR CITY HALL SI	GENERAL FUND	CITY HALL	145.69
			TOTAL:	179.58
FIRST CHOICE DISTRIBUTION	JANITORIAL SUPPLIES	GENERAL FUND	POLICE	270.52
			TOTAL:	270.52
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC	SRF FUNDING ADMIN. EMHR	MERLE HAY EAST IMP	ROADS, BRIDGES	1,966.00
	SRF FUNDING ADMIN. EMHR	MERLE HAY EAST IMP	ROADS, BRIDGES	2,911.00
	GREENWOOD HILLS GREENBELT	2012 STORM DRAINAG	STORM SEWER	4,627.50
	GREENWOOD HILLS GREENBELT	2012 STORM DRAINAG	STORM SEWER	1,015.90
			TOTAL:	10,520.40
GARLAND'S INC.	WHEEL FOR GATE @ PW	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	5.90
			TOTAL:	5.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GENERAL FIRE & SAFETY EQUIPMENT	FIRE EXTINGUISHERS RE-CHAR	GENERAL FUND	FIRE	94.25
			TOTAL:	94.25
GRIMES ASPHALT & PAVING CORP	COLD MIX FOR POT HOLE REPA	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	170.82
			TOTAL:	170.82
HAWKEYE TRUCK EQUIPMENT	SNOW EQUIP. FOR NEW DUMP T	EQUIP REPLACEMENT	ROADS, BRIDGES,SIDEWAL	3,437.12
			TOTAL:	3,437.12
HILLYARD/DES MOINES	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	745.87
			TOTAL:	745.87
HOWARD R GREEN COMPANY	86TH STREET PUMP STATION	WATER O/M	WATER	1,809.50
			TOTAL:	1,809.50
HY-VEE, INC	BREAKROOM SUPPLIES	GENERAL FUND	POLICE	8.97
	"Let's Talk" PROG. REFRESH	GENERAL FUND	LIBRARY	3.29
	"Let's Talk" PROG. REFRESH	GENERAL FUND	LIBRARY	19.96
	COFFE TASTING PROG. SUPPLI	GENERAL FUND	LIBRARY	14.47
	BAGS FOR KITE STRING	GENERAL FUND	PARKS & TRAILS	12.68
	BREAKROOM SUPPLIES	GENERAL FUND	CITY ADMINISTRATOR	90.27
			TOTAL:	149.64
IACP (International assoc. chiefs of p	LEADERSHIP TRAINING	GENERAL FUND	POLICE	5,291.00
			TOTAL:	5,291.00
INTERSTATE ALL BATTERY CENTER	BATTERIES	GENERAL FUND	FIRE	81.65
	BATTERIES	GENERAL FUND	AMBULANCE	81.65
	BATTERIES	WATER O/M	WATER	24.90
	BATTERIES	SEWER O/M	WASTEWATER	24.90
			TOTAL:	213.10
IOWA CRIME PREVENTION ASSOC	ICPA CONF. REGISTRATION-HA	GENERAL FUND	POLICE	75.00
			TOTAL:	75.00
IOWA DEPT OF AGRICULTURE	PESTICIDE CERTIFICATION-BO	GENERAL FUND	PARKS & TRAILS	15.00
			TOTAL:	15.00
IOWA DEPT OF TRANSPORTATION	OIL	GENERAL FUND	POLICE	208.80
	BRAKE/CLUTCH CLEANER, GLOV	GENERAL FUND	PARKS & TRAILS	274.50
	DIESEL ENG. OIL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	374.00
			TOTAL:	857.30
IOWA LAW ENFORCEMENT ACADEMY	OFFICER TRAINING	GENERAL FUND	POLICE	900.00
			TOTAL:	900.00
IOWA ONE CALL	ONE CALL LOCATES	WATER O/M	WATER	219.60
	ONE CALL LOCATES	SEWER O/M	WASTEWATER	219.60
			TOTAL:	439.20
IOWA POLICE CHIEFS ASSOCIATION	2016 LECC CONF. REGISTRATI	GENERAL FUND	POLICE	125.00
			TOTAL:	125.00
IOWA SIGNAL, INC	JOHNSTON COMMUNITY FIBER	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	179,507.72
			TOTAL:	179,507.72

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA STATE UNIVERSITY	FIRE FIGHTER TRAINING	GENERAL FUND	FIRE	50.00
			TOTAL:	50.00
JOHNSTON ACE HARDWARE	LOCK DEICER	GENERAL FUND	POLICE	3.99
	TOOL BOX AND BATTERIES	GENERAL FUND	POLICE	44.97
	LIGHT BULBS	GENERAL FUND	FIRE	8.99
	DOOR BELL - STAT. 40	GENERAL FUND	FIRE	4.00
	PULL BAR AND NAILS	GENERAL FUND	FIRE	10.24
	NUTS, BOLTS AND WASHERS	GENERAL FUND	FIRE	5.90
	LIGHT BULBS	GENERAL FUND	AMBULANCE	8.99
	DOOR BELL - STAT. 40	GENERAL FUND	AMBULANCE	3.99
	PULL BAR AND NAILS	GENERAL FUND	AMBULANCE	10.23
	NUTS, BOLTS AND WASHERS	GENERAL FUND	AMBULANCE	5.90
	GORILLA TAPE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	11.99
	FITTINGS FOR WATER LINE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	12.28
	TUBE FOR WATER LINE-REFRIG	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	1.74
	FLAT WASHERS	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	10.49
	ELECTRICAL CONNECTORS- SHO	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	20.39
	ELECTRCIAL FITTINGS-SHOP L	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	15.94
	CONDUIT & CONNECTORS	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	17.90
	ELBOW & SCREWS - SHOP LIGH	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	17.92
	SILICONE CAULKING	GENERAL FUND	PARKS & TRAILS	6.99
	BOLTS FOR TRAIL LIGHTS	GENERAL FUND	PARKS & TRAILS	2.66
	LAWN WEEDER	GENERAL FUND	PARKS & TRAILS	16.99
	MOUNTING TAPE & BATTERIES	GENERAL FUND	CROWN POINT	13.98
	WHITE STRIPING PAINT	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	17.98
	WHITE PAINT FOR SHED CEILI	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	18.99
	ELECTRICAL SUPPLIES-BRINE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	21.44
	SPACER FOR LIGHTING AT SHO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	11.98
	CEMENT FOR MANHOLE REPAIR	WATER O/M	WATER	16.99
	UTILITY LIGHTERS	WATER O/M	WATER	9.99
	PAINTBRUSHES, SANDPAPER	SEWER O/M	WASTEWATER	40.94
			TOTAL:	394.78
JOHNSTON STATION LC	CENSUS OFFICE UTILITIES	GENERAL FUND	ECONOMIC DEVELOPMENT	74.09
			TOTAL:	74.09
KADETH, INC	IT/NETWORK SUPPORT	GENERAL FUND	CITY ADMINISTRATOR	1,863.00
	IT/NETWORK SUPPORT FOR ACL	WATER O/M	WATER	1,714.50
			TOTAL:	3,577.50
KECK INC	FED OIL SPILL	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	8.50
	IA GASOHOL TAX	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	1,465.00
	IA UST	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	50.00
	FED LUST TAX	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	5.00
	UNLEADED FUEL	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	6,982.50
	FUEL PURCHASE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	0.21
	IA UST	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	30.00
	FED OIL SPILL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	5.40
	FED LUST TAX	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	3.00
	DIESEL FUEL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	3,931.20
			TOTAL:	12,480.81
KINGSTON SERVICES	TERRA LAKE IMPROVEMENTS-PH	TERRA LAKE	PARKS & TRAILS	271,455.85
			TOTAL:	271,455.85

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KUSTOM SIGNALS, INC	LASER RADAR REPAIR	GENERAL FUND	POLICE	189.68
			TOTAL:	189.68
LADEN & PEARSON P C	NW 55TH/57TH PROJECT	MERLE HAY EAST IMP	ROADS, BRIDGES	2,329.47
	NW 60TH CONDEMNATION/PROJ.	MERLE HAY EAST IMP	ROADS, BRIDGES	1,796.84
	NW 70TH PROJECT	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK	776.40
	NW 100TH PROJECT	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	494.13
			TOTAL:	5,396.84
LOGAN CONTRACTORS SUPPLY INC	P-STAKES, SLEDGE HAMMER, C	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	176.12
	CONCRETE KNEE BOARD, NAILS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	316.79
	CONCRETE CHUTE BAGS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	114.52
			TOTAL:	607.43
LORI EDEN	MILEAGE REIMBURSEMENT-MARC	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	58.86
			TOTAL:	58.86
MANATT'S INC	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	343.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	61.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	2,401.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	392.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	20.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	539.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	20.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	588.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	490.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	20.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	588.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	490.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	20.00
			TOTAL:	5,972.00
MARTIN MARIETTA MATERIALS	CLASS "A" MATERIAL FOR POT	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	251.09
	CLASS "A" MATERIAL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	440.57
			TOTAL:	691.66
MDS RECORDS	OFFSITE STORAGE SERVICES	GENERAL FUND	POLICE	194.53
	OFFSITE STORAGE SERVICES	GENERAL FUND	FIRE	9.24
	OFFSITE STORAGE SERVICES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	1.98
	OFFSITE STORAGE SERVICES	GENERAL FUND	BUILDING & HOUSING	2.20
	OFFSITE STORAGE SERVICES	GENERAL FUND	PLANNING & ZONING	3.30
	OFFSITE STORAGE SERVICES	GENERAL FUND	CITY ADMINISTRATOR	8.89
	OFFSITE STORAGE SERVICES	GENERAL FUND	CITY CLERK	8.86
	OFFSITE STORAGE SERVICES	GENERAL FUND	FINANCE	28.50
	OFFSITE STORAGE SERVICES	WATER O/M	WATER	8.25
	OFFSITE STORAGE SERVICES	SEWER O/M	WASTEWATER	8.25
			TOTAL:	274.00
MENARDS ANKENY	CONCRETE FORM BOARDS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	96.19
			TOTAL:	96.19
METRO WASTE AUTHORITY	PREMIUM COMPOST-IT PROG.-M	GENERAL FUND	GARBAGE,RECYCLING,COMP	17,325.00
			TOTAL:	17,325.00
MIDWEST ALARM SERVICES	FIRE ALARM CONTRACT 5/16-4	GENERAL FUND	FIRE	216.36
	FIRE ALARM CONTRACT 5/16-4	GENERAL FUND	AMBULANCE	216.36

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	432.72
MIDWEST OFFICE TECHNOLOGY INC	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	0.00
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	6.44
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	6.44
	COPIER MAINT. & COPIES	GENERAL FUND	BUILDING & HOUSING	6.53
	COPIER MAINT. & COPIES	GENERAL FUND	PLANNING & ZONING	8.78
	COPIER MAINT. & COPIES	GENERAL FUND	MAYOR, COUNCIL	38.01
	COPIER MAINT. & COPIES	GENERAL FUND	CITY ADMINISTRATOR	21.62
	COPIER MAINT. & COPIES	GENERAL FUND	CITY CLERK	11.94
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	25.60
	COPIER MAINT. & COPIES	WATER O/M	WATER	211.82
	COPIER MAINT. & COPIES	SEWER O/M	WASTEWATER	211.82
			TOTAL:	549.00
MIDWEST WHEEL	LIGHTS FOR TRAILER	GENERAL FUND	PARKS & TRAILS	35.66
	REFLECTORS & BULBS-BUCKET	GENERAL FUND	PARKS & TRAILS	6.53
			TOTAL:	42.19
MIKES ADEL POWER EQUIPMENT	OIL	GENERAL FUND	PARKS & TRAILS	76.44
	MOWER PART (gate)	GENERAL FUND	PARKS & TRAILS	43.82
			TOTAL:	120.26
MSC INDUSTRIAL SUPPLY CO.	PARTS FOR LADDER TRUCK	GENERAL FUND	FIRE	182.94
	FIRE FIGHTING SUPPLIES	GENERAL FUND	FIRE	29.49
			TOTAL:	212.43
MUNICIPAL SUPPLY INC	FITTINGS FOR WASH BAY	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	30.60
	MARKING PAINT	WATER O/M	WATER	198.40
	PUMP	SEWER O/M	WASTEWATER	1,590.00
	ELBOW	SEWER O/M	WASTEWATER	30.50
			TOTAL:	1,849.50
NAPA AUTO PARTS	WIPER BLADES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	34.48
	ANTIFREEZE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	10.58
			TOTAL:	45.06
NEOPOST USA, INC	POSTAGE/MAIL MACHINE MAINT	GENERAL FUND	CITY ADMINISTRATOR	161.35
			TOTAL:	161.35
O'HALLORAN INTERNATIONAL INC	2016 INTL' DUMP TRUCK W/ P	EQUIP REPLACEMENT	ROADS, BRIDGES,SIDEWAL	131,530.00
	TRUCK #205 REPAIR	WATER O/M	WATER	469.74
	TRUCK REPAIR #205	WATER O/M	WATER	786.75
	TRUCK #205 REPAIR	SEWER O/M	WASTEWATER	469.73
	TRUCK REPAIR #205	SEWER O/M	WASTEWATER	786.75
			TOTAL:	134,042.97
OFFICE DEPOT	VARIOUS OFFICE PRODUCTS	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	22.65
	VARIOUS OFFICE PRODUCTS	GENERAL FUND	PARKS & TRAILS	122.57
	VARIOUS OFFICE PRODUCTS	WATER O/M	WATER	31.36
			TOTAL:	176.58
PDQ HOIST & TOOL REPAIR INC	ANNUAL HOIST INSPECTION-ST	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	685.00
	ANNUAL HOIST INSPECTION/TE	WATER O/M	WATER	95.00
	ANNUAL HOIST INSPECTION/TE	SEWER O/M	WASTEWATER	95.00
			TOTAL:	875.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
POLK COUNTY RECORDER	RECORDING-SIDEWALK LEIN RE	GENERAL FUND	PLANNING & ZONING	12.00
	RECORDING- NW 57TH AVE DEE	MERLE HAY EAST IMP	ROADS, BRIDGES	88.00
	RECORDING-NW 57TH EASEMENT	MERLE HAY EAST IMP	ROADS, BRIDGES	51.00
			TOTAL:	151.00
PRAXAIR DISTRIBUTION INC	EMS SUPPLIES - OXYGEN	GENERAL FUND	AMBULANCE	138.72
	EMS SUPPLIES - OXYGEN	GENERAL FUND	AMBULANCE	239.60
			TOTAL:	378.32
QNO, LLC	FEE TITLE R-O-W- 5265 NW 5	MERLE HAY EAST IMP	ROADS, BRIDGES	690.00
	TEMP. EASEMENT-5265 NW 57T	MERLE HAY EAST IMP	ROADS, BRIDGES	92.09
			TOTAL:	782.09
RACOM CORPORATION	RADIO MIC - TOMPKINS	GENERAL FUND	POLICE	121.50
	EARPHONE KIT FOR MIC	GENERAL FUND	POLICE	53.50
	EDACS ACCESS FEES	GENERAL FUND	POLICE	963.50
			TOTAL:	1,138.50
SHIVE HATTERY	BEAVER DR. TRAIL DESIGN-PH	BEAVER DR.TRAIL	ROADS, BRIDGES, SIDEWA	2,636.70
	BEAVER DR. TRAIL DESIGN-PH	BEAVER DR.TRAIL	ROADS, BRIDGES, SIDEWA	27,946.04
			TOTAL:	30,582.74
SNAP ON INDUSTRIAL	TORQUE WRENCH	GENERAL FUND	PARKS & TRAILS	160.98
	SOCKET SET	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	7.08
			TOTAL:	168.06
SNYDER & ASSOCIATES INC	2016 TERRA LAKE IMPROVEMEN	TERRA LAKE	PARKS & TRAILS	20,545.00
			TOTAL:	20,545.00
SPECIALIZED WHOLESALE & TECH	FUEL ADDITIVE	GENERAL FUND	POLICE	65.70
	FUEL ADDITIVE	GENERAL FUND	FIRE	65.70
	FUEL ADDITIVE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	65.70
	FUEL ADDITIVE	GENERAL FUND	PARKS & TRAILS	65.70
	FUEL ADDITIVE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	65.70
	FUEL ADDITIVE	WATER O/M	WATER	65.70
	FUEL ADDITIVE	SEWER O/M	WASTEWATER	65.70
			TOTAL:	459.90
SPRINT	AIR CARDS FOR PATROL CARS	GENERAL FUND	POLICE	125.41
			TOTAL:	125.41
STIVERS FORD INC	LAWN MOWER REPAIR	GENERAL FUND	PARKS & TRAILS	120.00
	Labor	GENERAL FUND	PARKS & TRAILS	874.00
	Repair Parts	GENERAL FUND	PARKS & TRAILS	2,944.65
			TOTAL:	3,938.65
STRAUSS LOCK COMPANY	SECURITY FOR DOOR ACCESS	GENERAL FUND	CITY ADMINISTRATOR	167.01
			TOTAL:	167.01
SUN BADGE	BADGE- CHIEF McDANIEL	GENERAL FUND	POLICE	92.75
			TOTAL:	92.75
TEAM SERVICES, INC	TESTING-NW 70TH IMPROVEMEN	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK	2,256.71
			TOTAL:	2,256.71
TERESA ROTSCHAFER	NPELRA ATC TRAVEL EXPENSES	GENERAL FUND	FINANCE	416.41

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NPELRA ATC TRAVEL EXPENSES	WATER O/M	WATER	138.80
	NPELRA ATC TRAVEL EXPENSES	SEWER O/M	WASTEWATER	138.80
			TOTAL:	694.01
TOMPKINS INDUSTRIES INC	PARTS FOR FIRE EQUIPMENT	GENERAL FUND	FIRE	38.61
			TOTAL:	38.61
TRAVISS AUDIO & VIDEO INC	A/V EQUIPMENT-CHIEFS OFFIC	GENERAL FUND	POLICE	459.94
	A/V EQUIPMENT- LT. OFFICE	GENERAL FUND	POLICE	459.90
			TOTAL:	919.84
TRISTAN JOHNSON	REIMBURSE- FDIC CONF. EXPE	GENERAL FUND	FIRE	1,005.02
			TOTAL:	1,005.02
TRUCK EQUIPMENT	BRAKE FLUID	GENERAL FUND	PARKS & TRAILS	9.50
	ANNUAL BOOM TRUCK INSPECTI	GENERAL FUND	PARKS & TRAILS	472.50
	AERIAL TRUCK INSPECTION	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	360.00
			TOTAL:	842.00
TYLER TECHNOLOGIES	ON-LINE PAYMENTS FEE-MAY 2	WATER O/M	WATER	92.00
	ON-LINE PAYMENTS FEE-MAY 2	SEWER O/M	WASTEWATER	92.00
			TOTAL:	184.00
U-SELECT-IT	EMS MACHINE MONITORING SOF	GENERAL FUND	AMBULANCE	300.00
			TOTAL:	300.00
UNIVERSAL PRINTING SERVICES	BUSINESS CARDS - DAVIS	GENERAL FUND	BUILDING & HOUSING	32.00
	BUSINESS CARDS - BUSKOHL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	32.00
			TOTAL:	64.00
USA BLUEBOOK	DECHLORINATION MATS & TABL	WATER O/M	WATER	926.13
			TOTAL:	926.13
UTILITY EQUIPMENT CO.	PURCHASE OF WATER METERS	WATER O/M	WATER	2,585.00
	PURCHASE OF WATER METERS	WATER O/M	WATER	41.07
			TOTAL:	2,626.07
VERIZON WIRELESS	CELL PHONE/AIR CARD SERVIC	GENERAL FUND	FIRE	292.30
	CELL PHONE/AIR CARD SERVIC	GENERAL FUND	AMBULANCE	292.29
	CELL PHONE SERVICES- COMM.	GENERAL FUND	BUILDING & HOUSING	203.97
	HEXAGRAM CELL PHONE SERVIC	WATER O/M	WATER	237.64
	HEXAGRAM CELL PHONE SERVIC	SEWER O/M	WASTEWATER	237.64
			TOTAL:	1,263.84
WADE C. KRIEG d/b/a KMM MUSIC PRODUCTI	KITES ON THE GREEN BAND FE	GENERAL FUND	MAYOR, COUNCIL	300.00
			TOTAL:	300.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
010	GENERAL FUND	61,524.58
040	EQUIP REPLACEMENT RESERVE	134,967.12
127	T.I.F. #3 NW 62ND AVE	997.50
140	ROAD USE TAX	14,326.02
172	TREES	50.00
316	NW 64th & 63rd PL & MHR	219,210.81
325	FIBER OPTIC PROJECT	179,507.72
334	MERLE HAY EAST IMPROVEMEN	9,924.40
340	TERRA LAKE	292,000.85
342	2012 STORM DRAINAGE IMP	5,643.40
343	BEAVER DR.TRAIL	30,582.74
346	70TH AVE IMP (86TH-107TH)	371,650.10
349	NW 100TH (NW62NDtoNW 70TH	494.13
601	WATER O/M	10,990.20
631	SEWER O/M	72,739.92
	GRAND TOTAL:	1,404,609.49

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MCCARTHY, PATRICK T	FEE TITLE R-O-W COST	MERLE HAY EAST IMP	ROADS, BRIDGES	1,650.00
	TEMP. EASEMENT/LANDSCAPE C	MERLE HAY EAST IMP	ROADS, BRIDGES	1,750.00
			TOTAL:	3,400.00

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

334	MERLE HAY EAST IMPROVEMEN	3,400.00
	GRAND TOTAL:	3,400.00

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