JOHNSTON CITY COUNCIL
Worksession No. 16-11
Johnston City Hall, 6221 Merle Hay Road
May 16, 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 REQUEST TO AMEND CHAPTER 41.13 OF THE USE OF BOWS AND ARROWS WITHIN CITY LIMITS

Posted on May 13, 2016 at www.cityofjohnston.com, Johnston City Hall, Johnston Public Works, and Johnston Public Library.

ITEM NO. WS 4

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT: Discuss request to amend Chapter 41.13 of the City Code to expand the use of bows and arrows within the city limits	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval JPS ___ Receive/File ___ Attorney Review

SYNOPSIS

Attached is a copy of City Code section 41.13 which regulates bows and arrows in the city. The current ordinance does not allow the use of bows and arrows within the city limits except for the purposes listed in Chapter 41.13 (2) A-D.

The City received an inquiry from a resident (Roger Jackson) regarding a possible City Code change to allow bows and arrows to be shot within the city limits, primarily for target practice. Roger is an avid hunter and active participant in the urban bow hunt program. Roger also represents Johnston on the Polk County Deer Task Force.

Roger researched several communities to determine how they regulate use of bows and arrows. Attached is a summary of his research including a copy of the pertinent code in each City. The relevant information is highlighted.

In summary, two communities (Des Moines and Clive) require the use of a backstop if you shoot on private property. Five of the communities (Urbandale, West Des Moines, Ankeny, Altoona and Pleasant Hill) do not specifically allow target practice in their codes. Their codes state you cannot shoot bows and arrows on public property, but is silent regarding private property, which can be interpreted it is allowed on private property.

Attached is a copy of Johnston Code Section 41.10 which is similar to the codes in several communities (5-2-28 of the West Des Moines Code, 41.10 of the Ankeny Code and 41.09 of the Pleasant Hill Code). Johnston's Code does not include arrows in the list of items that are not to be thrown or shot on public property.

For City Council reference, attached is an example of a backstop that is used to safely stop arrows.

Staff suggests that if we allow shooting of arrows on private property, a merger of the Clive and Des Moines' code language with a few added restrictions may be appropriate. This could include a formal registration/licensing process through the police department or city hall.

An example of possible code language:

No person shall shoot a bow and arrow in such fashion that it travels beyond the boundaries of the private property on which the person is shooting. Any person target shooting with a bow and arrow on private property must also:

1. Be 18 years of age or 16 years old and accompanied by a licensed adult. All shooters must meet the following prerequisites:

a. Be the primary owner or immediate relative of the property owner where the target shooting will occur.

b. Be able to produce documentation showing successful completion of the bow hunter safety education course conducted by the Iowa DNR or approved equivalent.

c. Must have obtained written permission from each abutting property owner to engage in target practice and have given verbal notice to any abutting property owner(s) the day of target shooting.

d. The property owner must maintain a minimum $1,000,000 liability/umbrella insurance policy covering accidental injury at the property.

2. Shall direct the arrow toward a backdrop composed of a substance which will not allow the arrow to pass through, and such backdrop must extend at least five feet beyond the target on the top and both sides and must extend from the bottom of the target to the ground.

a. The target shall be constructed and installed so that the target face cannot move more than two inches in any direction.

b. The maximum distance from the target to the shooter shall not exceed twenty (20) yards.

3. Target shooting shall only occur during daylight hours.

At the work session staff is seeking direction from the City Council as to whether there is interest in amending the code to allowed use of bows and arrows within the city limits. If so, staff would like council feedback on any restrictions they would like to be considered in the ordinance. Staff would also recommend that before an ordinance is considered the City Administrator and Police Chief meet with interested citizens to discuss and recommend proposed ordinance language.

explosive or flammable compound, or other device containing any explosive substance.

(Code of Iowa, Sec. 727.2)

2. Regulations. It is unlawful for any person to offer for sale, expose for sale, sell at retail, or use or explode any fireworks; provided the City may, upon application in writing, grant a permit for the display of fireworks by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

A. Personal Injury:.....$250,000 per person.

B. Property Damage:.....$50,000

C. Total Exposure:.....$1,000,000

(Code of Iowa, Sec. 727.2)

3. Exceptions. This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theatre, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

(Code of Iowa, Sec. 727.2)

41.13 SHOOTING OF BOWS AND ARROWS.

1. For the purpose of this section "shooting a bow and arrow" means to place the notch of the arrow in the string of a bow or any other object and to release the arrow in such fashion that when the string is pulled or made taut and released, the arrow thrusts or shoots.

2. It is unlawful for a person to shoot a bow and arrow within the City limits except for:

A. A person participating in a supervised program of physical education or competitive sports in a public or private school.

B. A person shooting a bow and arrow at a public or private lane or range that has been certified by the Archery Lane Operators Association or the National Field Archery Association.

C. A person participating in a tournament which either: (i) has been approved by the City Administrator at least one week prior to the time of the tournament and tournament rules have been submitted to the Administrator; or (ii) is conducted at a licensed lane or range.

D. A person shooting a bow and arrow in the Johnston Special Deer Management Zone, as designated by resolution of the Council, for the purpose of hunting and shooting of antlerless deer on dates designated by the Iowa Department of Natural Resources, provided such person shall:

(1) Pass a bow hunting proficiency test approved by the DNR or by resolution of the Council with a score of at least 80 based upon a total score of 100.

(2) Be at least eighteen years of age, possess and carry a valid deer hunting license and comply with all rules and regulations of the DNR.

(3) Obtain written permission from any private property owner within the zone and carry such permission at all times while hunting.

(4) Possess at all times a valid zone map of the area being hunted.

(5) Take all shots from an elevated stand and shoot no further than 25 yards. An elevated stand means a minimum height of at least six (6) vertical feet off the ground in an artificial or erected stand, or a natural growth, to ensure that the hunter's body is not in contact with the ground and ensure a downward thrust of the arrow released by bow hunter.

(6) Not shoot an arrow within 300 feet of the property line of any school or any day care licensed and/or registered in the state of Iowa.

(7) Not shoot an arrow within 100 feet of any recreation trail, bicycle path, street or road. All hunters must position themselves with their backs toward the recreation trail, bicycle path, street or road so all shots are in the opposite direction of the recreation trail, bicycle path, street or road.

(Ord. 815 – Mar. 10 Supp.)

(8) Hunters cannot hunt within 200 feet (66.6 yards) from a home or building except when hunting on their own property while adhering to the distance requirement from a home or building of adjoining property owners or except when a property owner waives the distance requirement in a written statement filed with the City.

(9) Recover and remove all deer carcasses shot and either donate the carcasses to a charity or process them in accordance with applicable Federal and State rules and regulations.

(10) The hunter and property owner or manager must sign a release and hold harmless statement indemnifying the City from any law suit or action brought against the City for all activities associated with the deer hunting program.

The City will participate in the Buck Incentive Program as recommended by the Polk County Deer Task Force and administered by the DNR and the Polk County Deer Task Force. Hunters shall also abide by all of the rules and regulations established for the Buck Incentive Program.

41.14 TRAPPING. No person shall set or use a steel or claw trap outside of any structure or building or on any City-owned property, including City Parks, for the purpose of taking, killing, maiming, wounding, ensnaring, trapping or capturing an animal or which is injurious to persons or animals except for the following:

Analysis on Des Moines Metro Cities, Urban Bow Hunts, and Bow Target Practice

Roger Jackson

5-10-2016

City	Urban Bow Hunt	Target Practice Allowed
Des Moines	Yes	Yes, with restrictive backstop
Urbandale	Yes	Yes, unless to injure
Clive	Yes	Yes, with backstop
West Des Moines	Yes	Yes, on private property
Ankeny	No	Yes, on private property
Altoona	No	Yes, on private property
Pleasant Hill	Yes	Yes, on private property
Johnston	Yes	NO

6 of 8 area cities have an urban hunt.

7 of 8 area cities allow target practice (2 with back stop restrictions).

Johnston is the only city that does not allow target practice.

Des Moines

Allowed, with specific backstop restrictions

https://www.dmgov.org/Government/CityCouncil/Ordinances/14903.pdf

Sec. 70-87. Use of bows and arrows generally. Except as provided in section 70-84 of this article, no person shall shoot a bow and arrow within the city, except pursuant to sections 70-88, 70-89, and 70-90 of this article, without permission from the chief of police, which permission shall limit the time and place of shooting and may be revoked by the chief of police. In this section and in sections 70-88, 70-89 and 70-90 of this article, the term "shoot a bow and arrow" means to place the nock of the arrow in the string of a bow or of any other object and to release the arrow in such fashion that, when the string is pulled and released, the arrow thrusts forward.

Sec. 70-88. Restrictions on use of bows and arrows. No person shall shoot a bow and arrow within the city limits except as follows: (1) Any person may participate in a supervised program of physical education or competitive sports in a public or private school. (2) Any person may shoot a bow and arrow at a public or private lane or range that has been certified by the Archery Range and Retailers Organization or the National Field Archery Association. (3) Any participant may shoot a bow and arrow in a tournament which either has been approved by the city manager or his or her designee at least one week prior to the time of the tournament and for which tournament rules have been submitted to the city manager or his or her designee or which is conducted at a licensed lane or range. (4) Any person may shoot a bow and arrow on private or school property, provided the requirements of section 70-89 of this article are met. (5) A properly licensed qualified person may shoot a bow and arrow for hunting as provided in section 70-84 of this article.

Sec. 70-89. Use of bows and arrows on private or school property. No person shall shoot a bow and arrow in such fashion that it travels beyond the boundaries of the private or school property on which the person is shooting. Except as provided in section 70-84 of this article, any person shooting a bow and arrow on private or school property shall direct the arrow toward a backdrop composed of a substance which will not allow the arrow to pass through, and such backdrop must extend at least five feet beyond the target on the top and both sides and must extend from the bottom of the target to the ground. The target shall be constructed and installed so that the target face cannot move more than two inches in any direction.

Urbandale

Allowed unless used to hit, injure or endanger any person, window or other property

http://library.amlegal.com/nxt/gateway.dll/Iowa/urbandale_ia/urbandaleiowamunicipalcode?f=templates$fn=default.htm$3.0$vid=amlegal:urbandale_ia

133.26 THROWING, SHOOTING OR USE OF BLOW GUNS AND THE LIKE.

Except as provided in Chapter 94, Special Bow Hunting of Antlerless Deer, no person shall throw stones, sticks or missiles of any kind or shoot **arrows** , rubber darts, sling-shots, air rifles, blowguns or similar devices or use any other dangerous instruments or toys in a manner as to hit, injure or endanger any person, window or other property.

94.03 SPECIAL BOW HUNT.

(A) A special bow hunt is hereby established and shall be administered by the city in accordance with the provisions of this chapter. The dates and boundaries for the special bow hunt shall be set annually by City Council resolution, and may be more restrictive than the dates and boundaries designated by the IDNR.

(B) Hunters wishing to participate in the special bow hunt shall first obtain an urban antlerless deer license or incentive license after completing the following and providing proof thereof:

(1) An annual archery proficiency test; and

(2) A bow hunter safely education course conducted by the IDNR or approved equivalent.

(C) The city hereby reserves the right to approve the content and operation of the test or safety course and to reject any that is not compliant with IDNR requirements or recommendations, or otherwise deemed acceptable to the Police Department.

(D) Hunting shall be prohibited within the following protection zones, and no shot shall be directed into or across any protection zone:

(a) Within 200 feet of any home or building not owned by the hunter, unless the owner thereof waives the prohibition in a written statement filed with the city; and

(b) Within 100 feet of a recreation trail or street.

(E) Shots shall only be taken from an elevated stand; provided that a hunter with an IDNR-qualifying disability may request permission to use an alternative; shall be restricted to a distance of not more than 75 feet; and shall clearly have a downward angle intended to minimize travel of an **arrow** beyond the 75 feet maximum shot distance. A diligent attempt shall be made to retrieve every **arrow** .

(F) Legal weaponry for all hunting allowed by this chapter shall be restricted to bows and **arrows** , except that a hunter with a qualifying disability as defined by IDNR regulations may be allowed to use a crossbow and bolts as defined and limited by the IDNR.

(G) Bows and **arrows** shall be cased while traveling to and from every hunting site.

Clive

Allowed, with backstop requirement

http://www.sterlingcodifiers.com/codebook/index.php?book_id=595

5-4B-10: BOWS AND ARROWS:

No person shall fire, shoot or discharge a bow and arrow or crossbow within the city unless first having obtained a permit therefor from the police chief or having obtained a permit from the city for bow hunting of deer in the city's designated urban deer management zone. The permit shall limit the time and place of such shooting and may be revoked at any time by the mayor or police chief. Notwithstanding the foregoing, persons on private property may, with permission of the owner or tenant of the premises, shoot or discharge a bow and arrow at a backstop of sufficient size and substance that the arrow will not pass through or beyond the backstop, and provided that the arrow does not travel beyond the boundaries of such property. (2000 Code § 41.10)

West Des Moines

Allowed on private property.

http://www.sterlingcodifiers.com/codebook/index.php?book_id=568

5-2-28: THROWING OR SHOOTING:

It shall be unlawful for a person to throw stones or missiles of any kind or to shoot arrows, rubber guns, slingshots, air rifles or other dangerous instruments or toys on or into any street, highway, alley, sidewalk or public place, except when under proper supervision of persons authorized by the city council. Shooting of arrows is allowed in the Raccoon River Park Archery Facility with a city issued permit. (Ord. 2021, 2-24-2014)

5-2-30: HUNTING:

For the purposes of preserving ecological integrity by controlling animal populations within the city corporate boundaries and adjacent communities, providing recreational opportunities for residents, and the overall health, safety and welfare of the general population, this section hereby declares that it shall be unlawful for any person to engage in hunting activity within the corporate city limits using a rifle,

shotgun, bow and arrow or any other means either on public or private property, on land or in the water, except as follows:

A. On private property which is zoned as agricultural land or open space and/or classified by the county assessor of the county in which the land is located as agriculture land or forest preserve and with the permission of the landowner; and

1. Which is a minimum of twenty (20) contiguous acres or more in size and the hunting activity is for deer or turkey and is done in accordance with the code of Iowa and the administrative rules adopted by the Iowa department of natural resources; and/or

2. Which is a minimum of twenty (20) contiguous acres or more in size and the hunting activity is for all other small game animals other than deer, turkey, or migratory waterfowl and is done using a shotgun with shot ammunition or a .22 caliber rim firearm and in accordance with the code of Iowa and the administrative rules adopted by the Iowa department of natural resources; and/or

3. Which is a minimum of twenty (20) contiguous acres or more in size and the hunting activity is for migratory waterfowl and is done using a shotgun with shot ammunition and in accordance with the code of Iowa and the administrative rules adopted by the Iowa department of natural resources; and

4. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources, including, but not limited to, all licensing provisions of the Iowa department of natural resources; and

5. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources regarding the use of a firearm, bow and arrow or other legal instrument of hunting which relates to the use of such legal instruments of hunting at or near an occupied or unoccupied structure; and

6. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources regarding the use of a firearm, bow and arrow, or other legal instrument of hunting which relate to the use of such legal instruments in respect to discharging of a weapon on or over any public waters, highways or railroad rights of way or from a road right of way; or

B. On public property which has been declared by special provision by the Iowa department of natural resources and approved by the city council of the city of West Des Moines, or by direct approval of the city council of the city of West Des Moines designating a special animal management zone and/or otherwise mentioned herein; and

1. Which lies in a special hunting zone as declared by the Iowa department of natural resources and approved by the city council of the city of West Des Moines and whose boundaries are described elsewhere herein and/or delineated on a map on file in the office of the city clerk; and

2. Which follows all rules and regulations imposed by the city council, the code of Iowa, and the Iowa department of natural resources including, but not limited to, all licensing provisions of the department of natural resources; and

3. Which follows all rules and regulations imposed by the city council, the code of Iowa and the Iowa department of natural resources regarding the types of weapons and ammunition allowed for use in the declared special hunting zone; and

4. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources regarding the use of a firearm, bow and arrow or other legal instrument of hunting which relate to the use of such instruments of hunting at or near an occupied or unoccupied structure; and

5. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources regarding the use of a firearm, bow and arrow or other legal instrument of hunting which relate to the use of such legal instruments of hunting in respect to discharging of a weapon on or over any public waters, highways, or railroad rights of way or from a road right of way; or

C. Within an area designated by the Iowa department of natural resources (DNR) as a special deer management zone and which has been designated as a West Des Moines deer management zone (WDMDMZ) by a resolution of the city council and subject to the following provisions:

1. Hunting in a WDMDMZ shall be limited to the harvesting of antlerless deer. The city manager or designee may authorize an issuance of licenses for the harvesting of antlered deer under an incentive program authorized by the DNR.

2. Hunting shall be limited to bow and arrow and shall be restricted to dates and hours established by the DNR. The city manager or designee may issue regulations to shorten the dates and hours for hunting within a WDMDMZ.

3. The number of permits issued for each WDMDMZ shall be fixed by the city manager or designee.

4. All hunters participating in this program must apply for and receive a West Des Moines deer management zone permit. The city of West Des Moines reserves the right to refuse to issue the permit due to any criminal convictions or permit denials, suspensions, or revocations by another government entity. In order to receive the permit, a hunter must present a valid state of Iowa special urban deer license and show proof of the following:

a. Successful completion of a one time bowhunter safety education course approved by the International Bowhunter Education Foundation (IBEF).

b. Successful completion of an authorized archery proficiency test using the bow which the hunter will use to hunt. Testing must be taken at a National Field Archery Association approved indoor lane and administered by a certified IBEF instructor. Testing must be performed under rules approved by the Polk County deer management task force. The proficiency test must be successfully completed each hunting season.

5. All individuals hunting under a West Des Moines deer management zone permit shall follow all procedures and regulations established by the DNR applicable to deer hunting and special deer management zones. In addition, hunters shall abide by the following requirements:

a. Hunters must meet with the city's hunter coordinator to review the rules and boundaries of the WDMDMZ prior to hunting.

b. All hunters must check in with the city prior to entering the WDMDMZ to hunt.

c. All shots must be made from an elevated stand and shall not be made in excess of twenty five (25) yards from the hunter's location.

d. Elevated stands on public land shall be portable with no screw in steps allowed.

e. Elevated stands shall be located not less than two hundred feet (200') from a residence or building and shall be located not less than seventy five feet (75') from a trail, road, or highway.

f. A hunter shall carry a bow in a case while traveling to and from the elevated stand site.

g. A hunter shall not dispose of deer entrails in a conspicuous place on public property.

h. All deer taken shall be processed for meat or the meat given to charity.

i. If a hunter wounds a deer and is unable to locate the deer, the hunter shall report this to a West Des Moines animal control officer within twelve (12) hours of the wounding.

j. While engaged in hunting, the hunter shall carry all necessary state, county and city hunting licenses and permits.

k. Hunters shall report the harvesting of a deer under a WDMDMZ permit to the city of West Des Moines under regulations promulgated by the city manager or designee.

l. A hunter shall not harvest more than three (3) deer in a single day under a WDMDMZ permit. A state license shall be required for each deer.

m. If necessary to cross private property to access a WDMDMZ, permission must be received by the hunter from a property owner who has agreed to allow access.

n. Hunters must remove themselves from any harassment situation and immediately report the incident to the city.

o. The city manager or designee may promulgate additional regulations, not inconsistent with this section, to administer this program and/or ensure the safety of the public.

p. Failure to abide by the requirements of this section or any additional regulations promulgated by the city manager or designee may result in the suspension or revocation of the permit issued by the city of West Des Moines.

6. Designation of a WDMDMZ within city park lands shall be first referred to the West Des Moines park board for approval and then may be established by resolution of the city council. Designation of a WDMDMZ on other city owned lands shall be by resolution of the city council.

7. Designation of a special deer management zone on private property shall be considered if an application to create such a zone is approved by and complies with the regulations and standards promulgated by the DNR and PCCB. Upon such an approval, a WDMDMZ may be established by a resolution of the city council, subject to the regulations and ordinances provided herein and such additional conditions as the city council provides by said resolution; or

Ankeny

Allowed on private property.

http://library.amlegal.com/nxt/gateway.dll/Iowa/ankeny_ia/codeofordinancesofthecityofankenyiowa?f=templates$fn=default.htm$3.0$vid=amlegal:ankeny_ia

41.10 THROWING AND SHOOTING.

It is unlawful for a person to throw stones, bricks, or missiles of any kind or to shoot arrows, paintballs, rubber guns, slingshots, air rifles, BB guns or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground, or public building, without written consent of the Council. This section shall not apply to the shooting of arrows under the direction of a certified public school teacher in the municipal recreation program or public school physical education program.

Altoona

Allowed on private property.

http://www.altoona-iowa.com/download/City%20Code/Altoona%20Code.pdf

41.09 THROWING AND SHOOTING. It is unlawful for a person to throw stones, bricks or missiles of any kind or to shoot arrows, rubber guns, slingshots, air rifles, BB guns or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground or public building, without written consent of the Council.

Pleasant Hill

Allowed on private property.

http://library.amlegal.com/nxt/gateway.dll/Iowa/pleasanthill_ia/codeofordinancesofthecityofpleasanthill?f=templates$fn=default.htm$3.0$vid=amlegal:pleasanthill_ia

41.09 THROWING AND SHOOTING.

It is unlawful for a person to throw stones, bricks or missiles of any kind or to shoot arrows , rubber guns, slingshots, air rifles or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground or public building, without written consent of the Council.

58.01 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "Antlerless" means a deer with no visible forked antler.

2. "**Arrow** " shall be limited as to the **arrows** allowed by the Iowa Department of Natural Resources (DNR); except, a hunter with a disability may qualify under DNR guidelines to use an alternative propelled device.

3. "Bow" shall be limited as to the bows allowed by the Iowa Department of Natural Resources (DNR); except, a hunter with a disability may qualify under DNR guidelines to use an alternative bow.

4. "Elevated stand" means at a height of at least six vertical feet off the ground in a manufactured stand (tree stand, ladder stand, tripod, quad pod, or tower), with an approved safety harness or safety system attached to the stand, to ensure that the hunter's body is not in contact with the ground and to ensure a downward thrust of the **arrow** released by bow hunting; except, a hunter with a disability may qualify under DNR guidelines to use an alternative to the elevated stand.

5. "Urban Antlerless Deer License" means a document issued by the DNR in addition to the small game hunting license to allow a bow hunter to harvest an antlerless deer under the City's urban bow hunting program.

6. "Permission form" means a document issued by the City, which requires the hunter to receive written authorization from the property owner or property manager for the hunter to hunt on the private property, and to file the document with the City.

7. "Usable portion" means any part of a deer that is customarily processed for consumption.

8. "Button buck" means a male deer with antlers that are less than three inches long.

58.02 URBAN DEER MANAGEMENT ZONE.

No hunting may occur within the City except during the dates designated by the Iowa Department of Natural Resources as urban bow hunting season within the areas designated as the "Pleasant Hill Urban Deer Management Zones" only by written permit issued by the City Manager, which permit may limit the dates, time of day and area that hunting is allowed.

1. Distance Requirements. No hunting may occur within 75 feet of any City-owned recreational trail or on any other property owned or leased by the City.

2. Waiver of Distance Requirements. Upon application of the property owner, the City may issue a permit which waives the 100 feet residency requirement and provide for a lesser distance. Such waiver permit may be issued only after an on-site inspection by the City Manager and a determination by the City Manager that the hunt may be safely performed. Such waiver permit may include special hunt restrictions to ensure the safety of the hunt and must adhere to the distance requirements from other adjoining properties.

3. Establishment of Deer Management Zones. Designation of a Pleasant Hill Urban Deer Management Zone on City owned lands shall be first referred to the Park and Recreation Commission for approval and then may be established by resolution of the City Council.

Designation of a Pleasant Hill Urban Deer Management Zone on private property shall be considered if an application to create such a zone is approved by and complies with the regulations and standards promulgated by the Iowa Department of Natural Resources and Polk County Conservation Board. Upon such an approval, a Pleasant Hill Urban Deer Management Zone may be established by a resolution of the City Council, subject to the regulations and ordinances provided herein and such additional conditions as the City Council provides by said resolution.

58.03 URBAN BOW HUNTING OF ANTLERLESS DEER.

Licensed bow hunters meeting the requirements established by the Iowa Department of Natural Resources may hunt antlerless deer within the areas designated as the Urban Deer Management Zones on public or private property, under all the following conditions:

1. Hunters must be at least 18 years of age and have the following licenses, certifications, and permits on his or her person at all times while engaged in hunting.

A. DNR Urban Antlerless Deer License.

B. Bow Hunter Safety Education Course Certification.

C. Annual Archery Proficiency Test Certification.

D. Pleasant Hill Urban Bow Hunt Permit that includes:

(1) Property owner/manager approval.

(2) Administrative approval and zone assignment.

2. Hunters must comply with all rules of the Iowa Department of Natural Resources for hunting in such zone.

3. Hunters must meet with the City's Hunter Coordinator to review the rules and boundaries of the Pleasant Hill Urban Deer Management Zones prior to hunting.

4. All hunters must check in with the City prior to entering the Pleasant Hill Urban Deer Management Zones to hunt.

5. A hunter shall carry a bow in a case while traveling to and from the elevated stand site.

6. Elevated stands on public land shall be portable with no screw-in steps allowed.

7. Hunters must take all shots from an elevated stand and shoot no further than 25 yards.

8. If a hunter wounds a deer and is unable to locate the deer, the hunter shall report this to the hunt administrator and/or Iowa DNR within twelve hours of the wounding.

9. If necessary to cross private property to access a Pleasant Hill Urban Deer Management Zone, permission must be received by the hunter from a property owner who has agreed to allow access.

10. Hunters shall report the harvesting of a deer under a Pleasant Hill Urban Bow Hunt to the City under regulations promulgated by the City Manager.

11. All deer taken shall be processed for meat or the meat given to charity.

12. Hunter shall not leave a usable portion of the deer in the field. Hunter shall not dispose any animal part on any public property, including road-side ditches. In the case of private property, viscera and other offal shall be disposed of in a manner that is acceptable to the property owner and in a location that is not visible from adjoining public or private property.

13. Hunters must remove themselves from any harassment situation and immediately report the incident to the City.

14. The City Manager may promulgate additional regulations, not inconsistent with this chapter, to administer this program and/or ensure the safety of the public.

58.04 URBAN BOW HUNTING OF ANTLERED DEER.

Licensed bow hunters meeting the requirements established by the Iowa Department of Natural Resources may hunt antlered deer within the areas designated as the "Urban Deer Management Zones" on public or private property, under all the following conditions:

1. All conditions listed in Section 58.03 above must be met.

2. A limited number of antlered deer may be taken according to an incentive program that may be adopted by the county deer task force and approved by the Iowa Department of Natural Resources.

Johnston

Not allowed unless physical education, certified range, tournament, or urban hunt.

http://www.cityofjohnston.com/documentcenter/view/296

41.13 SHOOTING OF BOWS AND ARROWS. 1. For the purpose of this section "shooting a bow and arrow" means to place the notch of the arrow in the string of a bow or any other object and to release the arrow in such fashion that when the string is pulled or made taut and released, the arrow thrusts or shoots. 2. It is unlawful for a person to shoot a bow and arrow within the City limits except for:

A. A person participating in a supervised program of physical education or competitive sports in a public or private school.

B. A person shooting a bow and arrow at a public or private lane or range that has been certified by the Archery Lane Operators Association or the National Field Archery Association.

C. A person participating in a tournament which either: (i) has been approved by the City Administrator at least one week prior to the time of the tournament and tournament rules have been submitted to the Administrator; or (ii) is conducted at a licensed lane or range.

D. A person shooting a bow and arrow in the Johnston Special Deer Management Zone, as designated by resolution of the Council, for the purpose of hunting and shooting of antlerless deer on dates designated by the Iowa Department of Natural Resources, provided such person shall: CHAPTER 41 PUBLIC HEALTH AND SAFETY CODE OF ORDINANCES, JOHNSTON, IOWA - 192 - (1) Pass a bow hunting proficiency test approved by the DNR or by resolution of the Council with a score of at least 80 based upon a total score of 100. (2) Be at least eighteen years of age, possess and carry a valid deer hunting license and comply with all rules and regulations of the DNR. (3) Obtain written permission from any private property owner within the zone and carry such permission at all times while hunting. (4) Possess at all times a valid zone map of the area being hunted. (5) Take all shots from an elevated stand and shoot no further than 25 yards. An elevated stand means a minimum height of at least six (6) vertical feet off the ground in an artificial or erected stand, or a natural growth, to ensure that the hunter's body is not in contact with the ground and ensure a downward thrust of the arrow released by bow hunter. (6) Not shoot an arrow within 300 feet of the property line of any school or any day care licensed and/or registered in the state of Iowa. (7) Not shoot an arrow within 100 feet of any recreation trail, bicycle path, street or road. All hunters must position themselves with their backs toward the recreation trail, bicycle path, street or

road so all shots are in the opposite direction of the recreation trail, bicycle path, street or road. (Ord. 815 – Mar. 10 Supp.) (8) Hunters cannot hunt within 200 feet (66.6 yards) from a home or building except when hunting on their own property while adhering to the distance requirement from a home or building of adjoining property owners or except when a property owner waives the distance requirement in a written statement filed with the City. (9) Recover and remove all deer carcasses shot and either donate the carcasses to a charity or process them in accordance with applicable Federal and State rules and regulations. (10) The hunter and property owner or manager must sign a release and hold harmless statement indemnifying the City from any law suit or action brought against the City for all activities associated with the deer hunting program. The City will participate in the Buck Incentive Program as recommended by the Polk County Deer Task Force and administered by the DNR and the Polk County Deer Task Force. Hunters shall also abide by all of the rules and regulations established for the Buck Incentive Program.

of any civil or criminal process or order of any court. The terms "resist" and "obstruct" as used in this section do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically.

(Code of Iowa, Sec. 719.1)

41.06 ABANDONED OR UNATTENDED REFRIGERATORS. No person shall abandon or otherwise leave unattended any refrigerator, ice box, or similar container, with doors that may become locked, outside of buildings and accessible to children, nor shall any person allow any such refrigerator, ice box, or similar container, to remain outside of buildings on premises in the person's possession or control, abandoned or unattended and so accessible to children.

(Code of Iowa, Sec. 727.3)

41.07 ANTENNA AND RADIO WIRES. It is unlawful for a person to allow antenna wires, antenna supports, radio wires or television wires to exist over any street, alley, highway, sidewalk, public way, public ground or public building without written consent of the Council.

(Code of Iowa, Sec. 364.12 [2])

41.08 BARBED WIRE AND ELECTRIC FENCES. It is unlawful for a person to use barbed wire or electric fences to enclose land within the City limits without the written consent of the Council unless such land consists of ten (10) acres or more and is used as agricultural land.

41.09 DISCHARGING WEAPONS.

1. It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns or other firearms of any kind within the City limits except by written consent of the Council. The provisions of this subsection do not apply to a qualified peace officer in the discharge of official duties or to military personnel in the discharge of official duties within the boundaries of Camp Dodge.

2. No person shall intentionally discharge a firearm in a reckless manner.

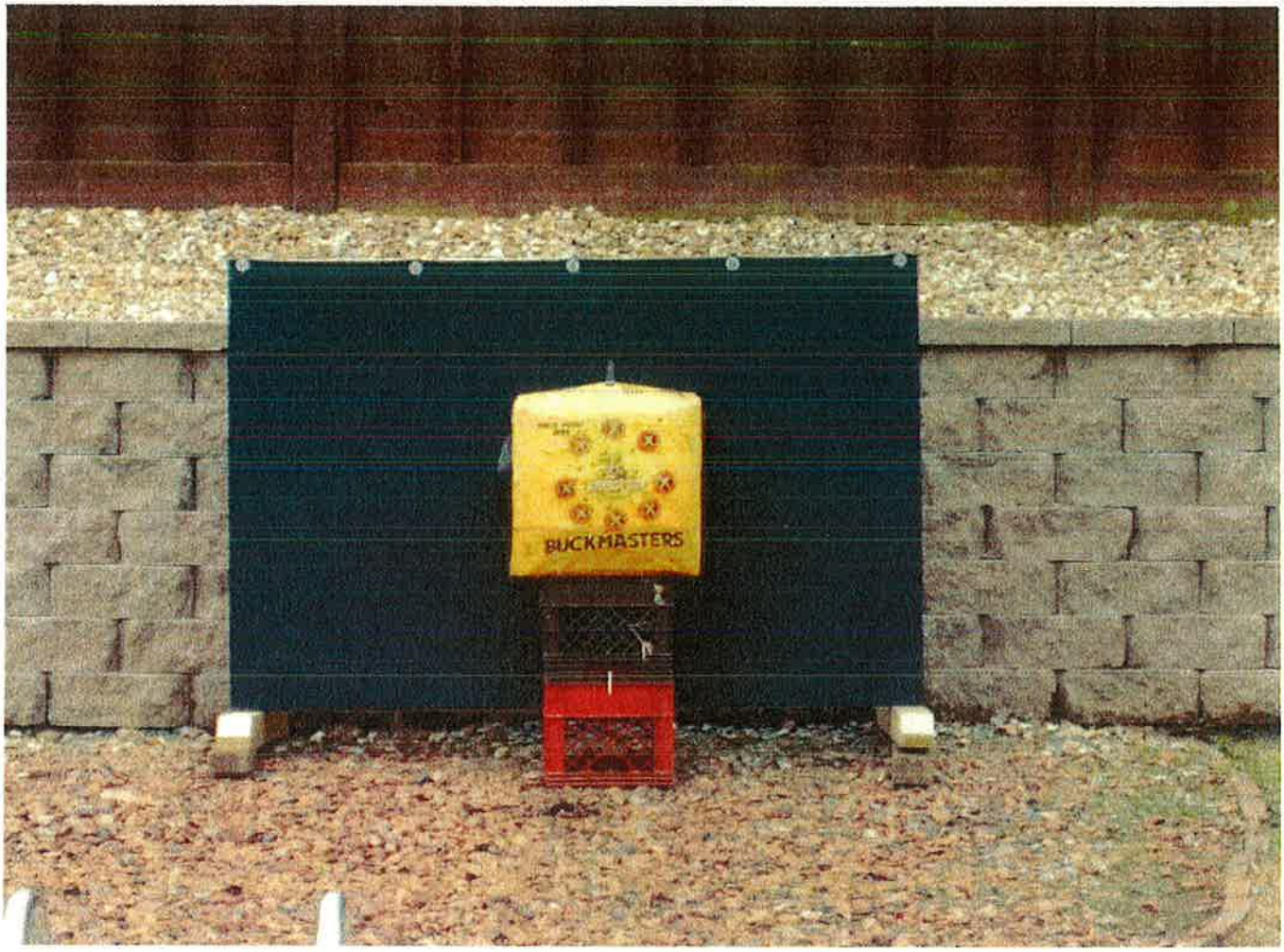
41.10 THROWING AND SHOOTING. It is unlawful for a person to throw stones, bricks or missiles of any kind or to shoot paintballs, rubber guns, slingshots, air rifles, BB guns or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground or public building.

(Code of Iowa, Sec. 364.12 [2])

41.11 URINATING AND DEFECATING. It is unlawful for any person to urinate or defecate onto any sidewalk, street, alley, or other public way, or onto any public or private building, including but not limited to the wall, floor, hallway, steps, stairway, doorway or window thereof, or onto any public or private land.

41.12 FIREWORKS. The sale, use or exploding of fireworks within the City is subject to the following:

1. Definition. The term "fireworks" includes any explosive composition, or combination of explosive substances, or articles prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and specifically includes blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction and any fireworks containing any



Posted by **chuckbow** (Member # 19950) on May 21, 2010 07:32 PM:

AWSOME!

Posted by **ron w** (Member # 14741) on May 21, 2010 07:35 PM:

Nice job!! Whatever it takes!!

Posted by **Bent Rig** (Member # 11592) on May 21, 2010 07:35 PM:

That's what I suggested in another thread ! They work great - can't see using anything else , had mine for several years - nothin' better !!

Posted by **Glenn Hickey Jr.** (Member # 17737) on May 21, 2010 07:41 PM:

Yes it does work great. I have used one INSIDE my business for over a year. No arrow damage, and no shooting thru it. The only issure is the mat is heavy and hard to handle

Posted by **ranger 3** (Member # 3123) on May 21, 2010 07:55 PM:

What is a horse mat?

Posted by **FrankM** (Member # 23148) on May 21, 2010 08:05 PM:

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-11
Johnston City Hall, 6221 Merle Hay Road
May 16, 2016
7:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. WELCOME

4. PLEDGE OF ALLEGIANCE

5. AGENDA APPROVAL

6. PUBLIC COMMUNICATIONS
   a. Proclaiming May 15-21, 2016 as National Public Works Week
   b. Check presentation from Polk County for Terra Park project

7. PUBLIC HEARINGS
   a. Conduct a Public Hearing and consider Resolution No. 16-103 - Approving proceeding with Condemnation of Easements and Property located at 7420 NW 54th Avenue for construction of a public road from NW 54th Avenue to Birchwood Court.
   b. Conduct a Public Hearing and consider Resolution No. 114 - Amending the budget for year end June 30, 2016.
   c. Conduct a Public Hearing and consider Resolution No. 16-113 – Instituting proceedings 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.
   d. Conduct a Public Hearing and Consider First Consideration of Ordinance No. 944 – To add a definition of a raceway within Chapter 170, Zoning Sign Regulations of the City of Johnston Code of Ordinances.

8. CONSENT AGENDA
   a. Consider Minutes of May 2, 2016 Worksession
   b. Consider Minutes of May 2, 2016 Council Meeting.
   c. Consider Resolution No. 16-105 – Approving staff appointments and establishing wages.
   d. Consider the renewal of the liquor license to include Sunday sales for QuikTrip #568, 5169 Merle Hay Road.
   e. Consider a liquor license application for a Class C Beer Permit for new owners at Johnston Bait & Tackle, 6148 Merle Hay Road.
   f. Consider the approval of a special 5-day liquor license for Hy-Vee to cater a wedding to be held at Camp Dodge, 7105 NW 70th Avenue.
   g. Consider authorization for out-of-state travel for David Croll to attend the 2016 ESRI International User's Conference from June 27-July1, 2016 in San Diego.
   h. Consider Resolution No. 16-106 – Approving and authorizing the Police Chief to sign a renewal Memorandum of Understanding (MOU) to continue to participate in the Mid-Iowa Narcotics Enforcement (MINE) Task Force.
   i. Consider approval of an invoice from RMS US LLP for final billing of the FY15 Audit.
   j. Consider approval of Pay Application No. 11 from Corell Contractor, Inc. for the Greenwood Hills Greenbelt – Phase II Grading and Utilities project.
   k. Consider Resolution No. 16-115 – Approval of Change Order No. 6 with Corell Contractor, Inc. for the Greenwood Hills- Phase II Grading and Utilities project.
   l. Consider approval of a Purchase Order to NeoGov for Human Resources Insight and Onboard software.

m. Consider Resolution No. 16-116 – Initiating an official zoning map amendment to rezone approximately 13.88 acres and adjoining right-of-way from A-R, Agricultural Reserve District to R-1(75), Single-Family Residential District by referring to the Planning and Zoning Commission for review and recommendation. The subject property is located west of NW 100th Street and approximately 275 south of the Johnston City Limits (adjacent to Camp Dodge).
n. Consider Resolution No. 16-104 – Setting June 6, 2016 at 7:00 p.m. as the date and time for a Public Hearing to consider the partial vacation of an Overland Flowage Easement and a Conservation Easement for the area within Lots 5 and 6 of The Reserve at Orchard Meadows.
o. Consider approval of reimbursement to Fareway Stores for the pouring of driveway approaches that had previously been included in the NW 60th Avenue Improvements project.
p. Consider Resolution No. 16-112 – Authorizing a Public Hearing for condemnation of Fee Title Property Acquisition and Temporary Construction Easement for property located at 5401 NW 57th Avenue.
q. Consideration of Resolution No. 16-111 – Approving Change Order No. 2 for the NW 54th Avenue and NW 100th Street project.
r. Consider Resolution No. 16-110 – Approving Change Order No. 1 for the NW 54th Avenue and NW 100th Street project.
s. Consider approval of purchase of water meters from Ferguson Waterworks in the amount of $24,946.44.
t. Consider approval of Pay Request No. 9 from Manatt's, Inc. in the amount of $168,612.71 for work completed as of May 5, 2016 on the NW 100th Street Reconstruction project.
u. Consider approval of Pay Request No. 2 from Iowa Signal, Inc. in the amount of $194,925.75 for work completed as of May 6, 2016 on the Johnston Community Fiber Optic System project – Phase III.
v. Consider approval of Pay Request No. 5 from Alliance Construction Group in the amount of $349,530.17 for the NW 70th Avenue Improvements – NW 98th Street to west city limits project.
w. Receive and file the following reports:
    1. Bank Reconciliation Report – April 30, 2016
    2. Treasurer's Investment Report – April 30, 2016
    3. Year-to-Date Treasurer's Report – April 30, 2016
    4. Monthly Report Summarization – April 30, 2016
    5. Senior Citizens Report – April 30, 2016
    6. Year-to-Date Building Permit Report – April 2016
    7. Street Division Monthly Operations Report –April 2016
    8. Water/Wastewater Department Monthly Operations Report – April 2016
    9. Planning & Zoning Commission Meeting Minutes – May 9, 2016

9. NON-CONSENT AGENDA
    a. Third and Final 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; and to adopt and publish.
    b. Third and Final 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 and to adopt and publish
    c. Second Consideration of Ordinance No. 946 – Amending Johnston Revised Ordinances of 2007, Chapter 69.12 Parking Limited to Two Hours.
    d. Consider the following items related to development of Lot 6 in the Windsor Office Park:
        - Resolution No. 16-108 - Approving a minor amendment to the Windsor Office Park PUD to accept the use of stone in lieu of brick toward satisfaction of the architectural requirements for building elevations facing public streets within the PUD for Lot 6;
        - Resolution No. 16-109 – Approving the site plans for Premier Lending Alliance Credit Union located at 8831 Thomas Avenue (PZ Case 16-10)
    e. Consider Resolution No. 16-107 – Approval of an appeal to the Preliminary FEMA Flood Insurance Rate Map (FIRM) dated June 17, 2015.
    f. Consider approval of Claims in the amount of $1,076,301.91

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

June 6, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
June 20, 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

6B4

2016 NATIONAL PUBLIC WORKS WEEK PROCLAMATION

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Johnston, Iowa; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from the state and local units of government and private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewages, and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain an interest and understand the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2016 marks the 56th annual National Public Works Week sponsored by the American Public Works Association be it now;

RESOLVED, I, PAULA DIERENFELD, MAYOR OF THE CITY OF JOHNSTON, IOWA DO HERBY PROCLAIM THE WEEK OF MAY 15-21, 2016, AS

NATIONAL PUBLIC WORKS WEEK

IN JOHNSTON, IOWA, AND I URGE ALL OUR PEOPLE TO JOIN WITH REPRESENTATIVES OF THE AMERICAN PUBLIC WORKS ASSOCIATION AND GOVERNMENT AGENCIES IN ACTIVITIES AND CEREMONIES DESGINED TO PAY TRIBUTE TO OUR PUBLIC WORKS PROFESSIONALS, ENGINEERS, MANAGERS, AND EMPLOYEES AND TO RECOGNIZE THE SUBSTANTIAL CONTRIBUTIONS THEY HAVE MADE TO OUR NATIONAL HEALTH, SAFETY, WELFARE, AND ECONOMY.

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

_____

PAULA DIERENFELD, MAYOR

_____

CYNDEE RHAMES, CITY CLERK

Johnston

ITEM NO. 7A

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT: Conduct a public hearing and consider Resolution No. 16-103 a resolution approving proceeding with Condemnation of Easements and Property located at 7420 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 public safety, particularly the school children that attend Timber Ridge Elementary School.

The city has 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, 7420 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 attempted to contact the Robbins' attorney several times.

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

	and the portion of the former NW 54th Avenue right of way. On May 2nd the City Council approved Resolution 16-91 which set a date for a public hearing on the condemnation for May 16th. On May 3rd the City received an email from Tim Hogan, the attorney that was representing the Robbins family. The email indicated that Tim Hogan is no longer representing the Robbins family. Attached is a draft timeline to accomplish various tasks related to the design and construction of the road. This was shared with the City Council on May 2nd and will be updated as work on the project progresses and timelines become more definite.
FISCAL IMPACT	
RECOMMENDATION	Approve resolution No. 16-103.

RESOLUTION NO. 16-103

RESOLUTION APPROVING PROCEEDING WITH CONDEMNATION OF PROPERTY OWNED BY RICHARD R. AND JO ANN ROBBINS

WHEREAS, a Notice of Public Hearing to consider condemnation of certain property for the construction of a public road from NW 54th Avenue to Birchwood Court has been published; and

WHEREAS, said public hearing has been held as required by law in accordance with the notice and those interested in the condemnation have been given due opportunity to be heard and have presented their views to the City Council;

THEREFORE, BE IT RESOLVED BY THE JOHNSTON CITY COUNCIL, that upon due consideration of the facts, statements of interested persons and arguments of counsel, the City Council hereby overrules any objections to proceeding with the condemnation and closes the public hearing.

BE IT FURTHER RESOLVED, that the City Attorney is hereby authorized to proceed with the condemnation of the property owned by Richard R. and Jo Ann Robbins and 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.

Passed this ___ day of _____, 2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

PREPARED BY/RETURN TO:
ENGINEERING RESOURCE GROUP, INC. 2413 GRAND AVE., DES MOINES, IA 50312 (515) 288-4823

ACQUISITION PLAT

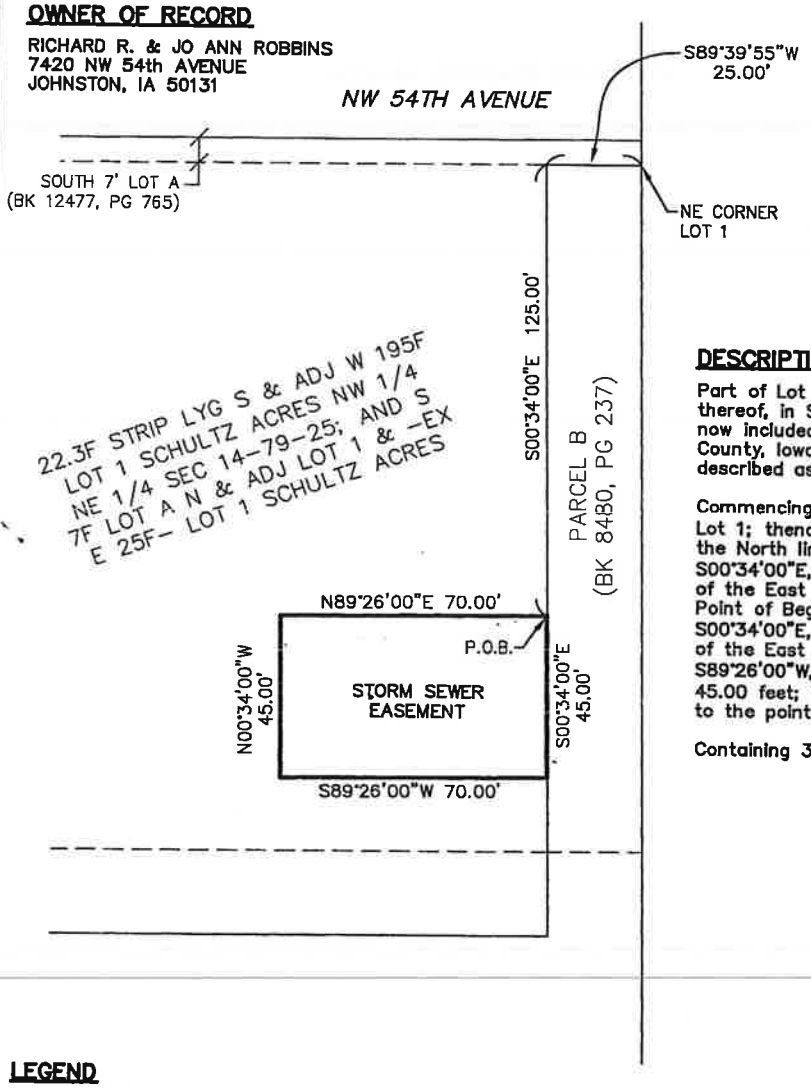
OF PERMANENT EASEMENT BEING ACQUIRED
BY THE CITY OF JOHNSTON

PREPARED FOR

CITY OF JOHNSTON
6221 MERLE HAY ROAD
JOHNSTON, IA 50131

OWNER OF RECORD

RICHARD R. & JO ANN ROBBINS
7420 NW 54th AVENUE
JOHNSTON, IA 50131



DESCRIPTION

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.

LEGEND

- ● FOUND MONUMENT AS NOTED
- ○ SET 5/8" REBAR & YELLOW CAP #15268

N

40 0 40

Scale: 1" = 40'

LAND SURVEYOR CERTIFICATION

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

DANIEL F. RITTEL, P.L.S. #15268 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL

THIS SHEET ONLY

ERG Engineering Resource Group, Inc.
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

ACQUISITION PLAT

FOR:	SCALE: 1" = 40'	DATE: 7/18/2014
	DWG: 13-074ACQ.DWG	JOB NUMBER: 13-074

PREPARED BY/RETURN TO:
ENGINEERING RESOURCE GROUP, INC. 2413 GRAND AVE., DES MOINES, IA 50312 (515) 288-4823

ACQUISITION PLAT

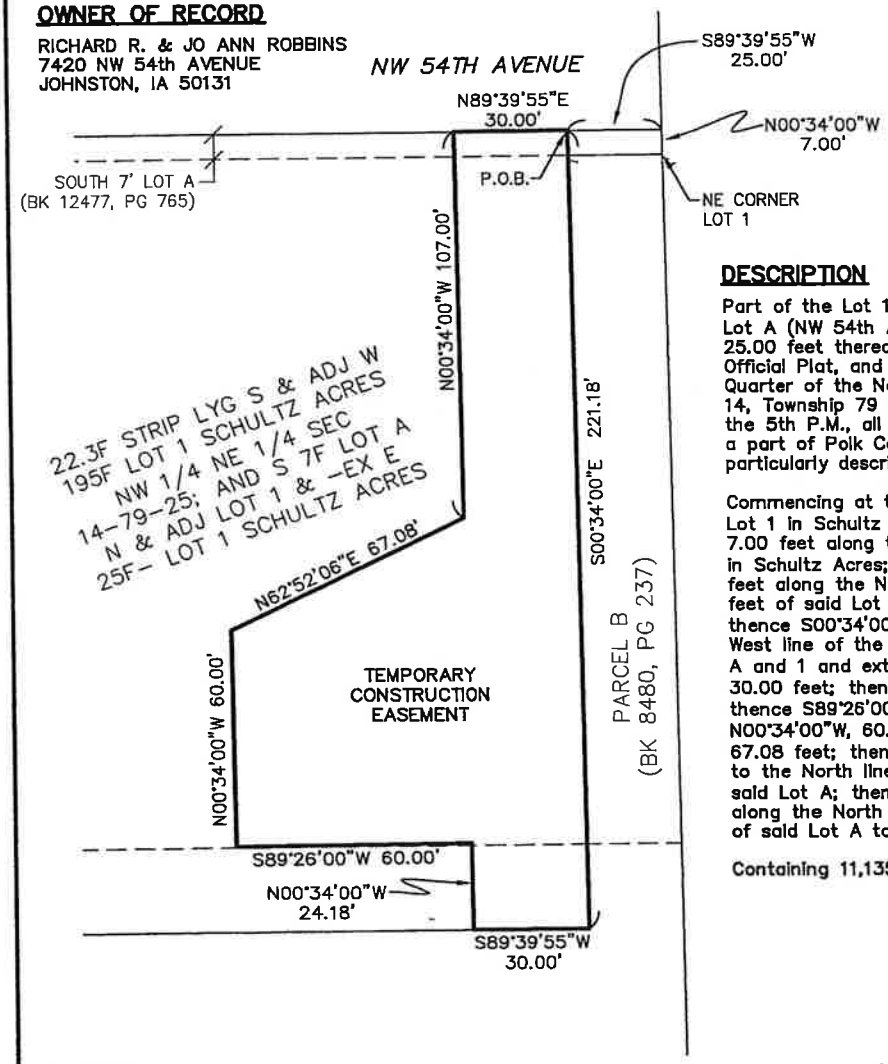
OF TEMPORARY EASEMENT BEING ACQUIRED
BY THE CITY OF JOHNSTON

PREPARED FOR

CITY OF JOHNSTON
6221 MERLE HAY ROAD
JOHNSTON, IA 50131

OWNER OF RECORD

RICHARD R. & JO ANN ROBBINS
7420 NW 54th AVENUE
JOHNSTON, IA 50131



DESCRIPTION

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.

LEGEND

- ● FOUND MONUMENT AS NOTED
- ○ SET 5/8" REBAR & YELLOW CAP #15268

40 0 40
Scale: 1" = 40'

LAND SURVEYOR CERTIFICATION

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ACQUISITION PLAT

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ACQUISITION PLAT

OF PROPERTY BEING ACQUIRED
BY THE CITY OF JOHNSTON

PREPARED FOR

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6221 MERLE HAY ROAD
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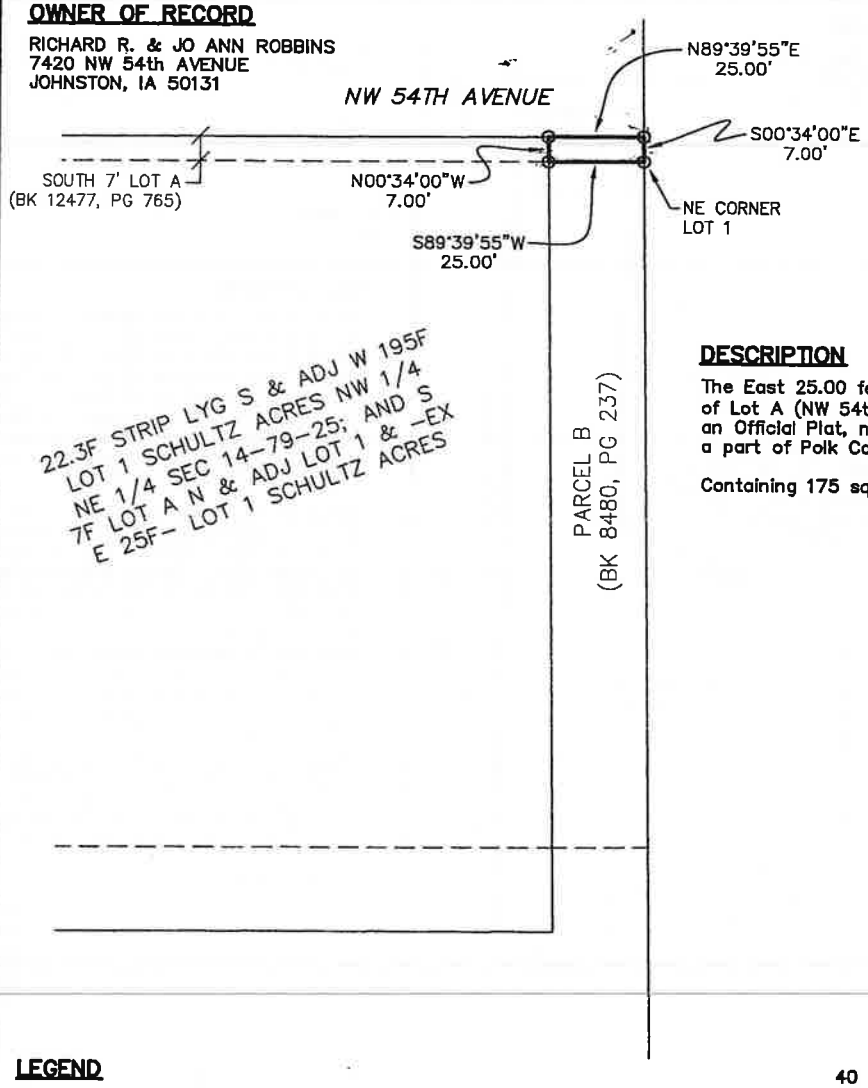
RICHARD R. & JO ANN ROBBINS
7420 NW 54th AVENUE
JOHNSTON, IA 50131



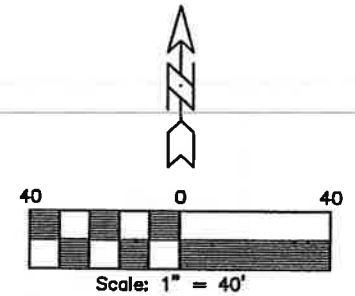
DESCRIPTION

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.

LEGEND

- ● FOUND MONUMENT AS NOTED
- ○ SET 5/8" REBAR & YELLOW CAP #15268



Scale: 1" = 40'

LAND SURVEYOR CERTIFICATION

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

DANIEL F. RITTEL, P.L.S. #15268 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL

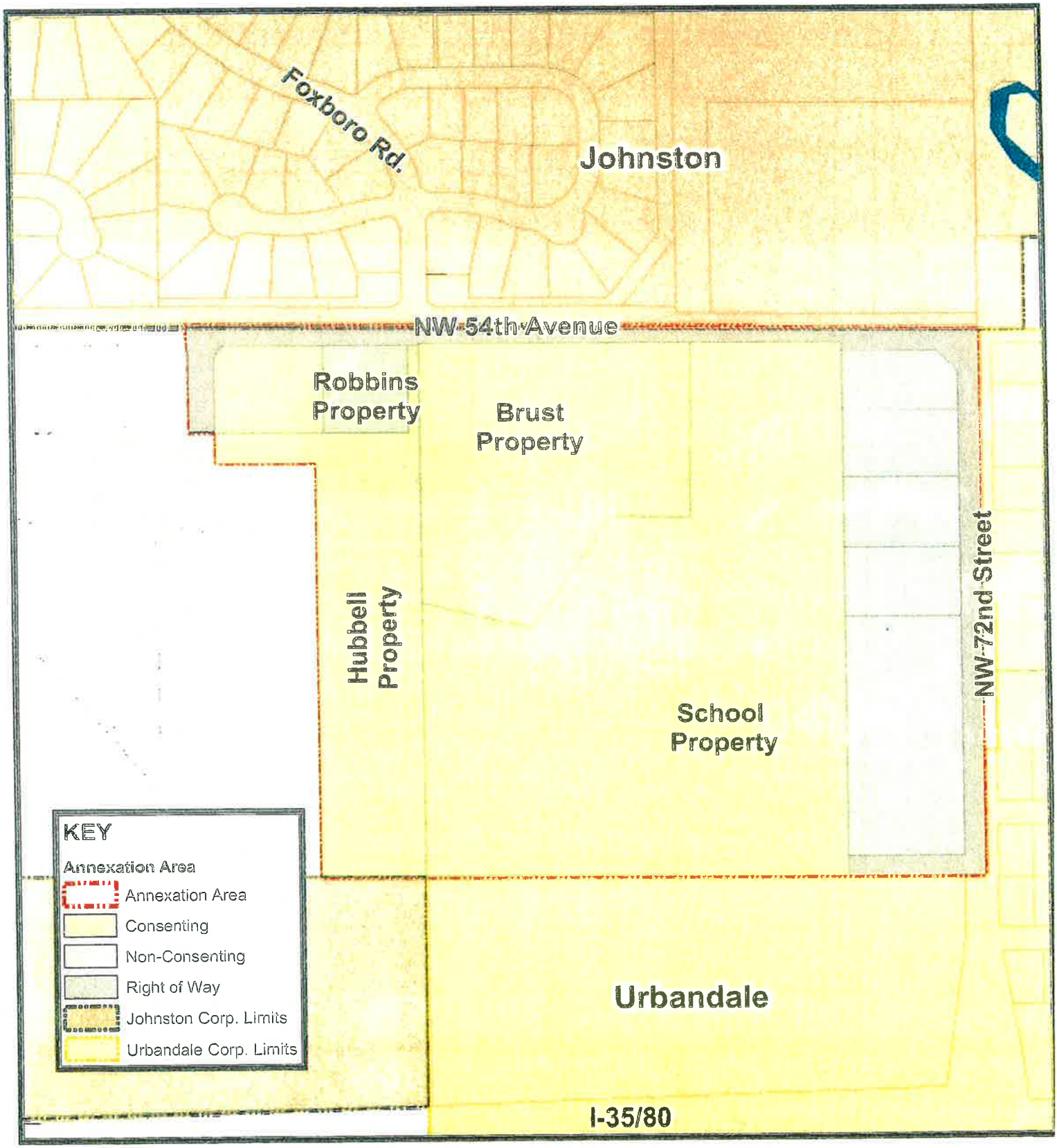
THIS SHEET ONLY

ERG Engineering Resource Group, Inc.
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

ACQUISITION PLAT

FOR:	SCALE: 1" = 40'	DATE: 7/16/2014
	DWG: 13-074ACQ.DWG	JOB NUMBER: 13-074

NW 54th Avenue Annexation
City of Johnston, Iowa



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

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13-074

ERG

BIRCHWOOD NORTH - RIGHT OF WAY AND EASEMENTS

RESOLUTION NO. 15-203

A RESOLUTION APPROVING THE CONSTRUCTION OF A PUBLIC ROAD FROM NW 54TH AVENUE TO BIRCHWOOD COURT

WHEREAS, in the mid 1990's the city approved a Planned Unit Development (PUD) for the Birchwood Crossing development which required a secondary access; and

WHEREAS, in a community survey completed in 2013, the citizens that participated in the survey indicated the highest priority for the city is to improve traffic flow in the community; and

WHEREAS, in the fall of 2014, the Johnston Community School District implemented redistricting of the elementary schools. With the redistricting many of the students that attend Timber Ridge Elementary School live in subdivisions that are north of NW 54th Avenue (e.g. Green Meadows West, Hillcrest and Hillcrest Place). Students that walk or ride their bikes to school must now cross NW 54th Avenue to access the school property; and

WHEREAS, a traffic study completed in February 2015 indicated a road from NW 54th Avenue to Birchwood Court would reduce the traffic impact on the intersection of NW 86th Street and Birchwood Court generated by future development; and

WHEREAS, residential and commercial development in the area will continue which will create more traffic. A road extension provides access to properties that are planned for residential development, provides a secondary access to the Birchwood Crossing development and improves the safety for the school children and traveling public; and

WHEREAS, a road extension would allow for improved emergency access (police, fire and rescue) to the Birchwood Crossing development, the school property and the surrounding residential areas; and

WHEREAS; a road extension will allow existing property owners that currently have limited or no access to their properties to have improved access; and,

WHEREAS, on August 3, 2015 the city council conducted a public meeting to receive feedback from property owners adjacent to the proposed road extension. Based on comments received at the meeting, there was significant support for a road extension primarily to improve property access and to address the safety needs in the area.; and

WHEREAS, there are two potential road alignments that have been discussed; aligning with Foxboro Road or intersecting with NW 54th Avenue between Foxboro Road and NW 78th Court.

NOW, THEREFORE, BE IT RESOLVED that the Johnston City Council approves the construction of a road connection from NW 54th Avenue to Birchwood Court, subject to the

review and approval of the construction plans;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council supports the road extension to be aligned with Foxboro Road to best accommodate safety in the area, primarily the students that attend Timber Ridge Elementary School.

PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER 2015.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

Timeline for Construction of the Extension of Foxboro Road
April 21, 2016

Easement acquisition
Representatives from the City and the Robbins family (including their attorney) met on December 3, 2015 to discuss the acquisition of easements for the road improvements. As a result of the discussion, and at the Robbins' request, the City agreed not to construct the road until 2017. The Robbins also requested that they be given until after the holidays to respond to the city's request for the easements. The City agreed to give them until the end of February to respond.

Since the end of February the City Attorney has made numerous attempts to contact the Robbins' attorney (at least three times by email and three times by phone). Their attorney responded one time (April 3, 2016) indicating he has contacted his client several times regarding a proposal. He indicated he would contact the family again.

The City will continue to attempt to negotiate the acquisition of the easements. In the meantime it is recommended that the City begin the eminent domain process in the event negotiations for easements is not successful. The eminent domain process can take up to six months. If we do not begin the process now, we run the risk of not being able to complete the road construction before the beginning of school year in August 2017.

May 2, 2016 - set date for public hearing on eminent domain
May 16, 2016 - public hearing on eminent domain
November 16, 2016 - end of eminent domain process

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

Birchwood Court Road Construction
???????? 2016 - Road design begins
March 1, 2017 - Construction begins
August 1, 2017 - Construction completed

Foxboro Road Construction
November 16, 2016 - Road design begins (may begin sooner if easements are acquired)
March 1, 2017 - Construction begins
August 1, 2017 - Construction completed

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

ITEM NO. 7B

Johnston

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa

AGENDA COMMUNICATION

May 16, 2016

SUBJECT:

Public Hearing to amend the budget for year end June 30, 2016.

- Resolution No. 16-114

ACTION REQUIRED:

___ Ordinance
_X_ Resolution
___ Approval
___ Receive/File

Jessa

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, NW 70th Improvements, NW 100th Improvements, Water Main connection to Saylorville Water Plant, 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.

FISCAL IMPACT

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

Overall revenues decreased $2,505,660 and expenditures increased $12,254,282. The July 1, 2015 beginning balance is amended to increase to the actual beginning balance held on July 1st, by $18,012,851 to $43,047,517. The ending balance is still projected to increase $3,252,909 over the anticipated ending balance back in March 2015. The timing and accepting of bids for capital projects has had the largest impact on this budget amendment. Attachments provide a summary (pages 5-16) of reasons for increases and decreases.

RECOMMENDATION

Hold Public Hearing
Approve Resolution No. 16-114

77-720

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #1

To the Auditor of POLK County, Iowa:

The City Council of Johnston in said County/Counties met on 05/16/2016 ,at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. 16-114

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2016
(AS AMENDED LAST ON .)

Be it Resolved by the Council of the City of Johnston

Section 1. Following notice published 05/06/2016 and the public hearing held, 05/16/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,310,678	0	13,310,678
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	13,310,678	0	13,310,678
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	4,216,004	44,089	4,260,093
Other City Taxes	6	721,939	0	721,939
Licenses & Permits	7	463,200	310,958	774,158
Use of Money and Property	8	73,495	86,532	160,027
Intergovernmental	9	4,305,282	792,749	5,098,031
Charges for Services	10	8,157,972	26,716	8,184,688
Special Assessments	11	0	119,468	119,468
Miscellaneous	12	412,990	493,871	906,861
Other Financing Sources	13	6,346,247	-6,254,514	91,733
Transfers In	14	4,624,829	1,874,471	6,499,300
Total Revenues and Other Sources	15	42,632,636	-2,505,660	40,126,976
Expenditures & Other Financing Uses				
Public Safety	16	5,422,912	445,893	5,868,805
Public Works	17	3,255,443	185,539	3,440,982
Health and Social Services	18	28,995	9,750	38,745
Culture and Recreation	19	2,976,037	74,473	3,050,510
Community and Economic Development	20	3,964,344	-71,114	3,893,230
General Government	21	1,226,270	10,638	1,236,908
Debt Service	22	7,931,297	19,850	7,951,147
Capital Projects	23	7,874,847	8,567,326	16,442,173
Total Government Activities Expenditures	24	32,680,145	9,242,355	41,922,500
Business Type / Enterprises	25	7,841,565	1,137,456	8,979,021
Total Gov Activities & Business Expenditures	26	40,521,710	10,379,811	50,901,521
Transfers Out	27	4,624,829	1,874,471	6,499,300
Total Expenditures/Transfers Out	28	45,146,539	12,254,282	57,400,821
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-2,513,903	-14,759,942	-17,273,845
Beginning Fund Balance July 1	30	25,034,666	18,012,851	43,047,517
Ending Fund Balance June 30	31	22,520,763	3,252,909	25,773,672

Passed this 16th (Day) day of May, 2016 (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Jun-15

Form 653.C1

NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET

The City Council of Johnston in POLK County, Iowa

will meet at City Hall, 6221 Merle Hay Road, Johnston IA

at 7 p.m. (hour) on 05/16/2016 (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2016 (year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,310,678	0	13,310,678
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	13,310,678	0	13,310,678
Delinquent Property Taxes	4	0		0
TIF Revenues	5	4,216,004	44,089	4,260,093
Other City Taxes	6	721,939	0	721,939
Licenses & Permits	7	463,200	310,958	774,158
Use of Money and Property	8	73,495	86,532	160,027
Intergovernmental	9	4,305,282	792,749	5,098,031
Charges for Services	10	8,157,972	26,716	8,184,688
Special Assessments	11	0	119,468	119,468
Miscellaneous	12	412,990	493,871	906,861
Other Financing Sources	13	6,346,247	-6,254,514	91,733
Transfers In	14	4,624,829	1,874,471	6,499,300
Total Revenues and Other Sources	15	42,632,636	-2,505,660	40,126,976
Expenditures & Other Financing Uses				
Public Safety	16	5,422,912	445,893	5,868,805
Public Works	17	3,255,443	185,539	3,440,982
Health and Social Services	18	28,995	9,750	38,745
Culture and Recreation	19	2,976,037	74,473	3,050,510
Community and Economic Development	20	3,964,344	-71,114	3,893,230
General Government	21	1,226,270	10,638	1,236,908
Debt Service	22	7,931,297	19,850	7,951,147
Capital Projects	23	7,874,847	8,567,326	16,442,173
Total Government Activities Expenditures	24	32,680,145	9,242,355	41,922,500
Business Type / Enterprises	25	7,841,565	1,137,456	8,979,021
Total Gov Activities & Business Expenditures	26	40,521,710	10,379,811	50,901,521
Transfers Out	27	4,624,829	1,874,471	6,499,300
Total Expenditures/Transfers Out	28	45,146,539	12,254,282	57,400,821
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-2,513,903	-14,759,942	-17,273,845
Beginning Fund Balance July 1	30	25,034,666	18,012,851	43,047,517
Ending Fund Balance June 30	31	22,520,763	3,252,909	25,773,672

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Beginning balance increased $18,012,851 to reflect 7/1/15 balance of $43,047,517 and projected ending balance of $25,773,672 which leaves a projected ending balance increase of $3,252,909 from original budget. The timing and work on numerous capital projects (NW 70th Widening, E. of Merle Hay Improvements, NW 100th Street, Terra Lake, and Beaver Drive Trail; has presented challenges in budget timing. The original budget included issuing $6,340,747 in debt during FY16. This has been pushed to FY17.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Teresa Rotschafer

City Clerk/ Finance Officer Name

Form 631.D

CITY OF Johnston

Department of Management

RE-ESTIMATED REVENUES DETAIL

RE-ESTIMATED Fiscal Year Ending 2016

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2016 (J)	ACTUAL 2015 (K)
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1	8,569,678			4,741,000				13,310,678	12,743,152
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes *(line 1 minus line 2)*	3	8,569,678	0		4,741,000	0			13,310,678	12,743,152
Delinquent Property Taxes	4								0	0
TIF Revenues	5			4,260,093					4,260,093	3,733,445
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	319,351			157,588				476,939	432,338
Utility francise tax *(Iowa Code Chapter 364.2)*	7								0	24,568
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11	245,000							245,000	297,452
Other ***Local Option Taxes***	12								0	0
Subtotal - Other City Taxes *(lines 6 thru 12)*	13	564,351	0		157,588	0			721,939	754,358
Licenses & Permits	*14*	774,158							774,158	738,567
Use of Money & Property	*15*	69,722	26,000	215	20	56,645		7,425	160,027	154,884
Intergovernmental:										
Federal Grants & Reimbursements	*16*					7,519			7,519	100,101
Road Use Taxes	*17*		2,068,000						2,068,000	1,840,962
Other State Grants & Reimbursements	*18*	363,437			156,480	566,999			1,086,916	893,381
Local Grants & Reimbursements	*19*	265,596	10,000			1,660,000			1,935,596	301,147
Subtotal - Intergovernmental *(lines 16 thru 19)*	20	629,033	2,078,000	0	156,480	2,234,518		0	5,098,031	3,135,591
Charges for Fees & Service:										
Water Utility	21							3,743,000	3,743,000	3,811,457
Sewer Utility	22							2,468,450	2,468,450	2,775,884
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27	721,319							721,319	709,396
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service	33	502,746	5,000			50,000		694,173	694,173	704,514
Subtotal - Charges for Service *(lines 21 thru 33)*	34	1,224,065	5,000		0	50,000	0	6,905,623	557,746	371,421
Special Assessments	35							119,468	8,184,688	8,372,672
Miscellaneous	*36*	67,734	6,000			433,914		399,213	119,468	152,655
Other Financing Sources:									906,861	619,546
Regular Operating Transfers In	37	580,844	35,300		1,011,064	1,268,700		1,370,651	4,266,559	3,277,627
Internal TIF Loan Transfers In	38			390,971	1,841,770				2,232,741	1,654,885
Subtotal ALL Operating Transfers In	39	580,844	35,300	390,971	2,852,834	1,268,700	0	1,370,651	6,499,300	4,932,512
Proceeds of Debt *(Excluding TIF Internal Borrowin*	40					0		0	0	29,397,852
Proceeds of Capital Asset Sales	41	20,870				50,000		20,863	91,733	1,014,788
Subtotal-Other Financing Sources *(lines 36 thru 38)*	42	601,714	35,300	390,971	2,852,834	1,318,700	0	1,391,514	6,591,033	35,345,152
Total Revenues except for beginning fund balance *(lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)*	43	12,500,455	2,150,300	4,651,279	7,907,922	4,093,777	0	8,823,243	40,126,976	65,750,022
Beginning Fund Balance July 1	44	5,615,342	999,713	4,568,126	328,987	22,802,086	0	8,733,263	43,047,517	29,763,525
TOTAL REVENUES & BEGIN BALANCE *(lines 41+42)*	45	18,115,797	3,150,013	9,219,405	8,236,909	26,895,863	0	17,556,506	83,174,493	95,513,547

Form 631 E P1

CITY OF Johnston

Department of Management

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

RE-ESTIMATED Fiscal Year Ending 2016

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2016 (J)	ACTUAL 2015 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	3,569,759	21,500						3,591,259	3,175,938
Jail	2								0	0
Emergency Management	3	18,138							18,138	6,562
Flood Control	4								0	0
Fire Department	5	1,103,065							1,103,065	859,524
Ambulance	6	1,149,818							1,149,818	827,942
Building Inspections	7								0	0
Miscellaneous Protective Services	8								0	0
Animal Control	9	6,525							6,525	2,776
Other Public Safety	10								0	0
TOTAL *(lines 1 - 10)*	11	5,847,305	21,500	0			0		5,868,805	4,872,742
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	1,058,824	1,373,299						2,432,123	2,423,058
Parking - Meter and Off-Street	13								0	0
Street Lighting	14		215,000						215,000	219,818
Traffic Control and Safety	15		73,000						73,000	36,833
Snow Removal	16								0	0
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport ***(if not Enterprise)***	19								0	0
Garbage ***(if not Enterprise)***	20	720,859							720,859	681,584
Other Public Works	21								0	0
TOTAL *(lines 12 - 21)*	22	1,779,683	1,661,299	0			0		3,440,982	3,361,293
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23	11,745							11,745	35,716
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27	27,000							27,000	15,150
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL *(lines 23 - 29)*	30	38,745	0	0			0		38,745	50,866
CULTURE & RECREATION										
Library Services	31	1,273,224							1,273,224	1,240,109
Museum, Band and Theater	32								0	0
Parks	33	1,490,042							1,490,042	1,203,160
Recreation	34	80,222	5,300						85,522	78,218
Cemetery	35								0	0
Community Center, Zoo, & Marina	36	60,622							60,622	45,174
Other Culture and Recreation	37	141,100							141,100	170,392
TOTAL *(lines 31 - 37)*	38	3,045,210	5,300	0			0		3,050,510	2,737,053

Form 631 E P2

CITY OF Johnston

Department of Management

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

RE-ESTIMATED Fiscal Year Ending 2016

GOVERNMENT ACTIVITIES CONT. (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years RE-ESTIMATED 2016 (J)	Fiscal Years ACTUAL 2015 (K)
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39		37,800						37,800	40,217
Economic Development	40	188,195		2,749,036					2,937,231	162,267
Housing and Urban Renewal	41	478,994							478,994	572,839
Planning & Zoning	42	439,205							439,205	359,387
Other Com & Econ Development	43								0	2,090,792
	44									
TOTAL *(lines 39 - 44)*	45	1,106,394	37,800	2,749,036			0		3,893,230	3,225,502
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	300,387							300,387	386,265
Clerk, Treasurer, & Finance Adm.	47	356,873							356,873	328,598
Elections	48	4,640							4,640	0
Legal Services & City Attorney	49	82,000							82,000	37,912
City Hall & General Buildings	50	138,750							138,750	571,163
Tort Liability	51	250,000							250,000	63,534
Other General Government	52	104,258							104,258	140,858
TOTAL *(lines 46 - 52)*	53	1,236,908	0	0			0		1,236,908	1,528,330
DEBT SERVICE	54				7,951,147				7,951,147	7,390,467
Gov Capital Projects	55					14,135,773			14,135,773	15,334,144
TIF Capital Projects	56					2,300,400			2,300,400	1,904,682
TOTAL CAPITAL PROJECTS	57	0	0	0		16,436,173	0		16,436,173	17,238,826
TOTAL Governmental Activities Expenditures *(lines 11+22+30+38+44+52+53+54)*	58	13,054,245	1,725,899	2,749,036	7,951,147	16,436,173	0		41,916,500	40,405,079
BUSINESS TYPE ACTIVITIES **Proprietary: Enterprise & Budgeted ISF**										
Water Utility	59							4,244,049	4,244,049	3,327,638
Sewer Utility	60							2,110,652	2,110,652	1,655,103
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64								0	0
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68								0	0
Other Business Type (city hosp., ISF, parking, etc.)	69							83,300	83,300	27,714
Enterprise DEBT SERVICE	70								0	0
Enterprise CAPITAL PROJECTS	71							1,036,020	1,036,020	1,434,003
Enterprise TIF CAPITAL PROJECTS	72							1,505,000	1,505,000	683,981
TOTAL BUSINESS TYPE EXPENDITURES *(lines 56 - 68)*	73							0	0	0
TOTAL ALL EXPENDITURES *(lines 58+74)*	74	13,054,245	1,725,899	2,749,036	7,951,147	16,436,173	0	8,979,021	8,979,021	7,128,439
Regular Transfers Out	75	497,583	243,561			1,050,000		8,979,021	50,895,521	47,533,518
Internal TIF Loan Transfers Out	76	30,000		1,830,835	10,935	360,971		2,475,415	4,266,559	3,277,627
Total ALL Transfers Out	77	527,583	243,561	1,830,835	10,935	1,410,971	0	2,475,415	2,232,741	1,654,885
Total Expenditures and Other Fin Uses (lines 73+74)	78	13,581,828	1,969,460	4,579,871	7,962,082	17,847,144	0	11,454,436	6,499,300	4,932,512
									57,394,821	52,466,030
Ending Fund Balance June 30	79	4,533,969	1,180,553	4,639,534	274,827	9,048,719	0	6,102,070	25,779,672	43,047,517

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
Revenues & Other Financing Sources				
Taxes	13,310,678	-	13,310,678	
TIF Revenues	4,216,004	44,089	4,260,093	Additional TIF revenue and Business Property Tax Credits in TIF #3 - NW 62nd Avenue
Other City Taxes	721,939	-	721,939	
Licenses & Permits	463,200	310,958	774,158	Additional building, electrical, mechanical, and plumbing permit revenue
Use of Money and Property	73,495	86,532	160,027	Additional rental income and increased interest income
Intergovernmental	4,305,282	792,749	5,098,031	Additional Road Use Tax revenue, Open Access revenue, Johnston School Reimbursement for capital projects, IDOT/ICAAP Grant, FEMA Generator revenue
Charges for Services	8,157,972	26,716	8,184,688	Increased ambulance charges; decreased water sales, increased sewer connection fees
Special Assessments	-	119,468	119,468	Elmerodo Estates, Schultz Acres, and Beaver Drive Sewer Assessment revenue
Miscellaneous	412,990	493,871	906,861	Terra Lake Donations, Central Park District Park Fees, Grinder Pumps. Commerce Bank Revenue Sharing
Other Financing Sources	6,346,247	(6,254,514)	91,733	No general obligation bond sale will occur prior to July 1, 2016
Total Revenues	38,007,807	(4,380,131)	33,627,676	
Transfers In	4,624,829	1,874,471	6,499,300	Capital Projects are being completed prior to other projects being completed in which bond funds had been received. Therefore, reallocating bond funds for projects until 2016 sale in August and closing out Joint Public Safety Building Project and transferring remaining funds back to TIF #1 where property purchase came from.
Total	42,632,636	(2,505,660)	40,126,976	

PUBLIC SAFETY	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Fund				
Police	3,467,712	102,047	3,569,759	Police Chief Recruitment, Wages, Training and Travel
Emergency Management	16,038	2,100	18,138	Outdoor Warning Sirens supplies
Fire Department	942,939	160,126	1,103,065	Worker's Comp Insurance $79,000, Dept Training, part-time wages,
Ambulance	964,698	185,120	1,149,818	Additional revenue of $158,891 is anticipated in ambulance billing, Worker's Comp Insurance $79,000, Dept Training, wages, EMS
Animal Control	10,025	(3,500)	6,525	Reduction in overtime expense
Sub-Total GENERAL Fund	5,401,412	445,893	5,847,305	
Special Revenue		-		
Police Dept. Crime Prevention	21,500	-	21,500	
Police ODCP Drug Training	-	-	-	
Sub-Total Special Revenue	21,500	-	21,500	
		-		
Total Public Safety	5,422,912	445,893	5,868,805	

PUBLIC WORKS	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Fund				
Roads, Bridges, Sidewalks	1,001,757	57,067	1,058,824	Equipment purchases from 040 Equip Repl that fell in FY16 from FY15
Street Lighting		-	-	
Traffic Control	-	-	-	
Garbage/Recycling	720,859	-	720,859	
Sub-Total GENERAL Fund	1,722,616	57,067	1,779,683	
Special Revenue				
Roads, Bridges, Sidewalks	1,244,827	128,472	1,373,299	$76,150 purchase of metal siding for public works bldg council approved 6.1.15. Work completed in FY16; Work Comp Ins $33,000; partial new vehicle to fleet for additional storm water inspector.
Street Lighting	215,000	-	215,000	
Traffic Control	73,000	-	73,000	
Recycling	-	-		
Sub-Total Special Revenue	1,532,827	128,472	1,661,299	
Total Public Works	3,255,443	185,539	3,440,982	

HEALTH & SOCIAL SERVICES	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Fund				
Welfare Assistance	11,745	-	11,745	
Mosquito Control	17,250	9,750	27,000	Additional mosquito spraying
Other Health & Social Svcs.	-	-		
		-		
Sub-Total GENERAL Fund	28,995	9,750	38,745	
Total Health & Social Services	28,995	9,750	38,745	

CULTURE & RECREATION	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Fund				
Library	1,228,052	45,172	1,273,224	Library revenue increased $34,084 to offset the majority of this adjustment, furniture & fixtures and misc. line item adjustments
Parks & Trails	1,466,284	23,758	1,490,042	Uniform allowance, storm water utility exp., telecommunications for Crown Point, capital equipment ordered FY15 received FY16
Recreation	80,222	-	80,222	
Community Center	55,179	5,443	60,622	Furniture and fixtures for Crown Point
Other: Regional Cutural	141,000	100	141,100	Jazz in July
Sub-Total GENERAL Fund	2,970,737	74,473	3,045,210	
Special Revenue				
Library	-	-		
Parks & Trails	-	-		
Recreation (Senior Citizens)	5,300	-	5,300	
Other: Regional Cutural	-	-		
Sub-Total Special Revenue	5,300	-	5,300	
Total CULTURE & RECREATION	2,976,037	74,473	3,050,510	

COMMUNITY & ECONOMIC DEVELOPMENT	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Fund				
Economic Development	41,000	147,195	188,195	Special Census Expenses
Housing & Urban Renewal	397,987	81,007	478,994	Additional building revenue of $299,430 more than offsets these additional expenses which included finishing of building remodeling in the department
Planning & Zoning	387,350	51,855	439,205	Encode Software planning purchase as discussed during FY17 budget meetings; and engineering expenses for plan-plat review. Additional revenue for the department is $7,500
Project Development	-	-	-	
Sub-Total GENERAL Fund	826,337	280,057	1,106,394	
Special Revenue				
Community Beautification	33,300	4,500	37,800	Additional trees purchased
Economic Development	-	-	-	
Housing & Urban Renewal	-	-	-	
Planning & Zoning	-	-	-	
Sub-Total Special Revenue	33,300	4,500	37,800	
T.I.F. Developer Agreements				
Economic Development	-	-	-	
T.I.F. Debt, District #1	314,074	247,000	561,074	Property purchase in Merle Hay Gateway
T.I.F. Debt, District #2	543,243	(533,282)	9,961	Delay in Birchwood Crossing TIF projects
T.I.F. Debt, District #3	2,082,120	(80,764)	2,001,356	Adjustments to TIF rebates in the area due to the property taxes paid by the development companies
T.I.F. Debt, District #4	98,792	-	98,792	
T.I.F. Debt, District #5	66,478	(2,652)	63,826	Adjustments to TIF rebates in the area due to the property taxes paid by the development companies
T.I.F. Debt, District #6	-	14,027	14,027	Expenses in the establishment of the new TIF #6 area
Sub-Total	3,104,707	(355,671)	2,749,036	
Total Community & Economic Dev	3,964,344	(71,114)	3,893,230	

GENERAL GOVERNMENT	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Fund				
Mayor, Council & City Manager	23,550	3,470	27,020	Travel expense for Mayor to Dow/Dupont Willimgton DE
City Administrator	285,954	(12,587)	273,367	Performance Management pay distributed to departments
Clerk, Finance Admin.	335,758	21,115	356,873	Performance Pay, Auditing expenses, unbudgeted revenue from Commerce Bank Revenue Share is $13,700
Elections	3,000	1,640	4,640	Election Expense
Legal Services & City Attorney	82,000	-	82,000	
City Hall & General Buildings	91,750	47,000	138,750	Completion of City Hall Remodeling
Insurance	300,000	(50,000)	250,000	Premium distribution resulted in General Government budgeted portion to decrease
Communications	104,258	-	104,258	
Sub-Total GENERAL Fund	1,226,270	10,638	1,236,908	
Total General Government	1,226,270	10,638	1,236,908	

DEBT	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
General Obligation Debt				
T.I.F. Debt, District #1	603,794	-	603,794	
T.I.F. Debt, District #2	17,078	-	17,078	
T.I.F. Debt, District #3	3,724,804	-	3,724,804	
T.I.F. Debt, District #4	52,291	-	52,291	
T.I.F. Debt, District #5	-	-	-	
Debt Service Levy Funds	3,533,330	19,850	3,553,180	Correction in the debt payment needed for fund #271 - 2013A Refunding
Sub-Total	7,931,297	19,850	7,951,147	
Total Debt Service	7,931,297	19,850	7,951,147	

Fund #	CAPITAL PROJECTS	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
313	Sidewalk Construction	-	-	-	
316	NW 63rd PL & MHR	700,000	406,012	1,106,012	Street extension for the Cadence Apartment complex - MHR Redevelopment in TIF #1 - paving completed earlier than anticipated
318	Park & Trail Improvements	155,000	(95,000)	60,000	Timing of capital projects in the park districts
325	Fiber Optic Phase 3	-	579,223	579,223	Joint Fiber Optic Phase 3; project with Johnston Community Schools
334	Merle Hay East Improvements	3,984,847	(286,777)	3,698,070	Timing of NW 55th and NW 60th East of Merle Hay porjects
335	Signalization Projects	-	10,145	10,145	Finalization of the ICAPP/IDOT project
338	Joint Public Safety Building	-	699,883	699,883	Finalization and close out of the Joint Public Safety Builidng project, including the transferring of remaining funds back to TIF #1 for the property the building sits on
340	Terra Lake	-	2,300,400	2,300,400	Terra Lake bid was rejected and then re-bid. Improvements are occurring this spring.
342	2012 Storm Drainage Improvements	435,000	-	435,000	
343	Beaver Dr. Trail	700,000	-	700,000	
344	NW Beaver Dr/Johnston Dr	-	85,784	85,784	Finalizaiton and close out of street reconstruction project.
345	54th & 100th Intersection	400,000	285	400,285	Right-of-way properties were required to be attained.
346	70th Ave (NW 86th-100th)	-	6,435,546	6,435,546	Initial project bid was rejected and project delayed for one year, Construction has now started.
347	2013-2014 Storm Water Impr	-	416,552	416,552	Finalization of Storm Water Projects funded by 14 and 15 bond sales
349	NW 100th (NW 62nd -NW 70th)	-	1,507,460	1,507,460	Initial project started late in first year and now construction is proceeding
350	2014 Wetland Mitigation	-	56,400	56,400	Transferring back bond funds initially transferred from projects for Wetland Mitigation
355	Capital Improvement Reserve	-	-	-	
	Total	6,374,847	12,115,913	18,490,760	
	Transfers	-	(1,410,971)	(1,410,971)	Included in the above total amendment are transfers within capital projects
	GRAND TOTAL	7,874,847	8,567,326	16,442,173	

ENTERPRISE	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
Water O/M	4,896,978	(652,929)	4,244,049	Decrease in water purchased,
Wastewater O/M	1,747,767	362,885	2,110,652	Increase in sewer line maintenance work, including manholes, grinder pumps, lift stations, $50,385 increase in WRA expenses
Storm Water O/M	80,800	2,500	83,300	Storm Water Quality Monitoring Services
Sub-Total	6,725,545	(287,544)	6,438,001	
Water Debt Service	599,560	-	599,560	
Wastewater Debt Service	436,460	-	436,460	
Storm Water Debt Service	-	-	-	
Sub-Total	1,036,020	-	1,036,020	
Water Capital Projects	-	1,500,000	1,500,000	Watermain connection to Saylorville Water Plant
Wastewater Capital Projects	-	-		
Storm Water Capital Projects	-	-	-	
NW Area Sanitary Sewer Dist	80,000	(75,000)	5,000	Decreased engineering expenses due to timing of projects
	-	-	-	
Sub-Total	80,000	1,425,000	1,505,000	
Total	**7,841,565**	**1,137,456**	**8,979,021**	

	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
Seniors	5,300	0	5,300	
Employee Work Clothing	2,000	0	2,000	
Project Development	0	0	0	
Trees	30,000	0	30,000	
Park & Trail Improvements	125,000	0	125,000	
Equip Replacement Fund	335,283	0	335,283	
Project Development	0	30,000	30,000	Advanced cash to TIF #6 for the legal fees and eng fees for establishment of URA
sub-total General Fund	497,583	30,000	527,583	
T.I.F. Projects #1	589,000	0	589,000	
T.I.F. Projects #2	16,000	0	16,000	
T.I.F. Projects #3	1,170,950	0	1,170,950	
T.I.F. Projects #4	19,885	0	19,885	
T.I.F. Projects #5	35,000	0	35,000	
Equipment Replacement Fund	215,561	0	215,561	
Library Trust	28,000	0	28,000	
sub-total Special Revenue	2,074,396	0	2,074,396	
Close out fund 207	10,935	0	10,935	
sub-total Debt Service	10,935	0	10,935	
Joint Public Safety Bulding	0	360,971	360,971	Close out fund #338 and transfer remaining funds to TIF #1 for property
NW 70th Ave Improvements	0	1,000,000	1,000,000	Needed bond funds for #316 NW 64th Place & MHR Redevelopment
Wetland Mitigation	0	50,000	50,000	Needed bond funds for #345 NW 54th & 100th unknown R-0-W expenses
	0	1,410,971	1,410,971	
Water Revenue, O/M, Surplus	550,000	0	550,000	
Water Revenue, O/M, Surplus	87,943	0	87,943	
Water Revenue, O/M, Surplus	31,046	0	31,046	
Water Revenue, O/M, Surplus	57,835	0	57,835	
Water Revenue, O/M, Surplus	14,573	0	14,573	
Water Revenue, O/M, Surplus	0	59,031	59,031	To #344 return cash for project completion Beaver Dr. Reconstruction
1997A, 2001B Water Reserve	0	210,950	210,950	Close out fund and return cash to Water O/M Fund
1997A, 2001B Improvement	0	163,280	163,280	Close out fund and return cash to Water O/M Fund
Sewer Revenue, O/M, Surplus	26,278	0	26,278	
Sewer Revenue, O/M, Surplus	51,545	0	51,545	
Sewer Revenue, O/M, Surplus	84,784	0	84,784	
Sewer Revenue, O/M, Surplus	150,000	62,455	212,455	Correction between debt funds
Sewer Revenue, O/M, Surplus	40,000	0	40,000	
Sewer Revenue, O/M, Surplus	22,068	0	22,068	

	07/01/15 Original Budget	Increase (Decrease)	5/16/2016 Amended Budget	Purpose
Sewer Revenue, O/M, Surplus	36,189	0	36,189	
~~Sewer Assessment~~ Sewer Revenue	290,000	-96,885	193,115	Not Sewer Assessment Reserve, but Sewer Revenue O/M Refunding lowered expense
Sewer Revenue, O/M, Surplus	0	2,811	2,811	To #344 return cash for project completion Beaver Dr. Reconstruction
NW Area Sanitary Sewer District	40,000	0	40,000	
NW Area Sanitary Sewer District	23,401	0	23,401	
NW Area Sanitary Sewer District	40,413	0	40,413	
NW Area Sanitary Sewer District	58,319	0	58,319	
Storm Water Revenue, O/M	143,494	0	143,494	
Storm Water Revenue, O/M	257,996	0	257,996	
Storm Water Revenue, O/M	36,031	0	36,031	
Storm Water Revenue, O/M	0	31,858	31,858	To #344 return cash for project completion Beaver Dr. Reconstruction
sub-total Enterprise	2,041,915	433,500	2,475,415	
Total Transfers Out	4,624,829	1,874,471	6,499,300	

ITEM NO. 7C

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

SUBJECT:	ACTION REQUIRED:
Public Hearing on the authorization of not to exceed $20,000 Lease Agreement • Resolution 16-113 Instituting proceedings to take additional action for the 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	___ Ordinance __X__ Resolution ___ Approval _____ Receive/File

SYNOPSIS:	This is the time and place for a public hearing to 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	Hold Public Hearing Approve Resolutions 16-113

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE 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 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 measure duly adopted.

16-113

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE 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

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Lease Agreement in the principal amount of not to exceed $20,000, for the purpose of paying costs of equipping the municipal library, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Lease Agreement in the principal amount of not to exceed $20,000 to evidence the obligation thereof for the foregoing purpose.

Section 2. The Library Board is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Lease Agreement, evidencing the City's obligations to a principal amount of not to exceed $20,000 and otherwise to take all action necessary to permit the execution of a Lease Agreement on a basis favorable to the City.

PASSED AND APPROVED this 16th 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: Customer's Full Legal Name ("You" and "Your"): City of Johnston		**Supplier Information:** 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

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

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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. 7D

Johnston
THRIVE. EVERY DAY.

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT: Consider first consideration of Ordinance 944 to add a definition of a raceway within Chapter 170, Zoning Sign Regulations of the City of Johnston Code of Ordinances:	**ACTION REQUIRED:** X Ordinance ER ___ Resolution ___ Approval ___ Receive/File ___ Attorney Review

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. As part of the council work session meeting on April 18, 2016, discussion regarding this amendment to this chapter language was heard. Mayor Dierenfeld and Council Members were is agreeance the addition of the new definition was appropriate. Further, on May 2nd, 2016 the City Council has set a public hearing date of May 16th, 2016 to accept and hear any comments regarding this proposed addition to the chapter.
PROPOSED LANGUAGE:	Attached is additional language proposed 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 approval of the proposed language for ordinance amendment.

Attachments:

1. Ordinance 944 (proposed)
2. Proposed amendment to Chapter 170 (Original chapter showing proposed changes)

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. AMMENDMENT. "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."

Section 3. AMMENDMENT. Chapter 170.03 is further amended by:
Chapter 170.03 is further amended with the renumbering of this section to reflect the above insertion, specifically items 28 through 40.

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 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.

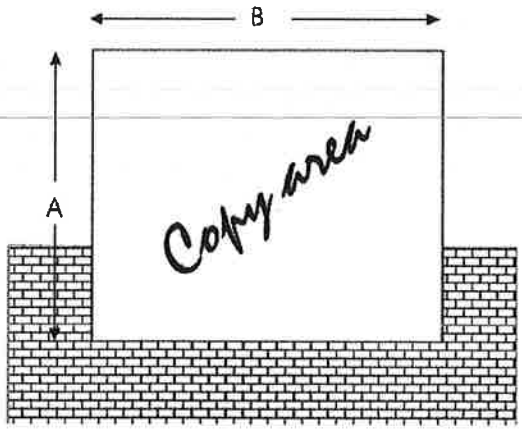
3. Signs shall be properly erected or attached to a structure and kept in good repair. Any lettering, logo, design, and other markings placed upon the sign shall be clear, distinct, and readable and maintained in that condition.

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.

[The next page is 1265]

8A

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

2. ROLL CALL
   Present: Clabaugh, Lindeman, Brown, Cope, Temple
   Absent: None

3. CLOSED SESSION
   Per Iowa Code §21.5.1 (j): To discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property. The minutes and the tape recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.
   Motion by Brown second by Lindeman to enter into Closed Session
   ROLL CALL: Aye: Lindeman, Brown, Cope, Temple, Clabaugh
   Nay: None
   Motion Approved: 5-0

   The meeting entered into Closed Session at 6:04 p.m.
   The meeting entered into Open Session at 6:16

4. DISCUSS OPTIONS FOR THE COLLECTION AND DISPOSAL OF YARD WASTE
   City Administrator Jim Sanders reviewed the issue and previous discussion by the Council. Council Member Brown noted that he is the City's representative on the Metro Waste Authority Board. He advised that the board had not yet reached consensus and that he would have expected a decrease in rates if yard waste was combined with solid waste instead of the increase noted by Metro Waste. Council Members Brown, Temple and Lindeman noted the preference would be to continue as is for the time being to allow further research the issue. Council Members Clabaugh and Cope noted they would be in favor of discontinuing the current practice. Mayor Dierenfeld noted that she felt there was too much going to the landfill now, and that maybe in time the concept of composting yard waste would catch on.

5. SUMMARY AND PROPOSED UPDATES TO THE ECONOMIC DEVELOPMENT PLAN AND STAFFING
   Sanders noted that one of the priorities of the Council was to enhance the city's economic development plan and that, towards that end, the Economic Development Subcommittee had been meeting to define how to do that. Sanders noted that the subcommittee had recommended hiring an Economic Development Manager who would work with JEDCO, the Chamber, and city staff. Sanders noted that the position would be funded through TIF. Council members noted that they were supportive of moving forward in the process. Mayor Dierenfeld noted that now is the time to move forward, and move aggressively in the right direction.

The meeting adjourned at 6:44 p.m.

_____
Paula S. Dierenfeld, Mayor

ATTEST:

_____
Cyndee D. Rhames, City Clerk

8B

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
   Mayor Dierenfeld called the meeting to order at 7:02 p.m.

2. ROLL CALL

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

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

4. PLEDGE OF ALLEGIANCE
   Members of the Johnston Innovation Show Choir led the meeting in the Pledge.

5. AGENDA APPROVAL
   City Administrator Jim Sanders noted that the Resolution in item 9F should be 16-95.
   Motion by second by to approve the Agenda as noted.

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

6. PUBLIC COMMUNICATIONS
   The Johnston Innovation Show Choir performed and Mayor Dierenfeld recognized them for their outstanding season.
   a. Proclaiming May 15 – 21, 2016 as National Police Week and recognizing May 15, 2016 as Police Officers' Memorial Day.
      Mayor Dierenfeld proclaimed National Police Week and recognized May 15 as Police Officers' Memorial Day.
   b. Recognize donors to the Terra Park project.
      Parks Director John Schmitz provided an update on progress at Terra Park. Mayor Dierenfeld and Schmitz recognized those individuals and businesses who had made donations to the project, and presented the donors with certificates of appreciation.

   c. Proclaiming May 7, 2016 as Kites on the Green Day.
      Mayor Dierenfeld proclaimed May 7 as Kites on the Green Day and recognized those individuals and businesses who had donated time and money to the event.

   d. Proclaiming May 2016 as Johnston Bike Month and recognizing the many benefits of bicycle use in the Johnston community.
      Mayor Dierenfeld proclaimed May as Johnston Bike Month and reminded residents that the Mayor's Bike Ride would be held on May 13, 2016.

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 north of NW 78th Avenue, currently within unincorporated Polk County.
      The Public Hearing opened at 7:35 p.m.

Planning Intern Clayton Ender reviewed the proposed annexation, noting that there had been an area of right-of-way which had not been properly annexed in previous annexations. He noted that the action being undertaken would rectify the error and create an area with more uniform boundaries. Ender noted that the current zoning of adjacent property is R-1(100) and the applicant has petitioned to establish the annexation area as R-1(100) as well. Ender also advised that evidence had been presented that an easement on Lot B of Hughes Acres that may have been granted by a party without authority to do so, but that issue would be resolved during the plat review process.

There were no public comments received.

The Public Hearing closed at 7:39 p.m.

Motion by Clabaugh second by Cope to approve Resolution No. 16-89.

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

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

Motion by Lindeman second by Temple to approve the Consent Agenda.

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

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.
Water/Wastewater Superintendent Shane Kinsey noted that there were no changes or comments from previous consideration.

Motion by Temple second by Cope to approve Second Consideration of Ordinance No. 941.

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

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.
Water/Wastewater Superintendent Shane Kinsey noted that there were no changes or comments from previous consideration.

Motion by Lindeman second by Temple to approve Second Consideration of Ordinance No. 942.

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

c. Consider approval of Resolution No. 16-92 – Adopting a Complete Streets Policy.
Community Development Director David Wilwerding noted that the adoption of the Complete Streets policy had been discussed as a previous Worksession and it had also gone before the Parks Advisory Board and the Planning & Zoning Commission.

Motion by Clabaugh second by Lindeman to approve Resolution No. 16-92.

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

Motion Approved: 5-0

d. First Consideration of Ordinance No. 946 – Amending Johnston Revised Ordinances of 2007, Chapter 69.12 Parking Limited to Two Hours.
Wilwerding reviewed the proposed Ordinance related to the construction of the 62W complex along NW 62nd Avenue.
Chief of Police Dennis McDaniel answered questions regarding the enforcement of the parking limit.
Council Member Clabaugh noted that parking at school functions may cause this item to come back before the Council at some point.

Motion by Temple second by Cope approve First Consideration of Ordinance No. 946.
ROLL CALL: Aye: Brown, Cope, Temple, Clabaugh, Lindeman
Nay: None
Motion Approved: 5-0

e. First Consideration of Ordinance No. 945 – Amending Johnston Revised Ordinances of 2007, Chapter 65 to modify locations of stop intersections.
Wilwerding noted that this was a housekeeping item that is looked at every year to address stop intersections in new development areas to allow enforcement by the Police Department.

Motion by Lindeman second by Brown to approve First Consideration of Ordinance No. 945.
ROLL CALL: Aye: Cope, Temple, Clabaugh, Lindeman, Brown
Nay: None
Motion Approved: 5-0

Motion by Cope second by Brown to waive Second and Third Consideration of Ordinance 945 and to adopt and publish.
ROLL CALL: Aye: Cope, Temple, Clabaugh, Lindeman, Brown
Nay: None
Motion Approved: 5-0

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.

Planning Intern Clayton Ender noted that this item had been discussed at the April 18 Worksession and had been updated to include the photograph/project release as requested by the Council.

Motion by Lindeman second by Brown to approve Resolution No. 16-94.
ROLL CALL: Aye: Temple, Clabaugh, Lindeman, Brown, Cope
Nay: None
Motion Approved: 5-0

Motion by Temple second by Cope to approve Resolution No. 16-95.
ROLL CALL: Aye: Clabaugh, Lindeman, Brown, Cope, Temple
Nay: None
Motion Approved: 5-0

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.
City Administrator Jim Sanders noted that this issue has been discussed in the past and that a Public Hearing had been set last fall and that representatives of the property owner had attended and requested a delay in the construction process. Sanders noted that staff had met with the property owners earlier in

the year, but there has been no response to the last several attempts at communication. He advised that a construction timeline has been created, but that it is a work in progress with several moving pieces. He noted that staff is still hopeful that there will be communication with the property owner.

Motion by Clabaugh second by Lindeman to approve Resolution No. 16-91.

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

h. Consider approval of Claims in the amount of $1,408.009.49

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

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

10. CITY ADMINISTRATOR/STAFF COMMENTS

Sanders noted that item 8M related to the overlay project on NW Beaver Drive, which is now in the design phase and is scheduled for construction in summer of 2017.

11. CITY COUNCIL COMMENTS

Council Member Lindeman noted that he had attended the Central Iowa Regional Drinking Water Committee meeting and that the legislation in the senate went nowhere. He also noted that there was discussion related to the Des Moines Water Works lawsuit.

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

The meeting adjourned at 8:00 p.m.

_____

Paula S. Dierenfeld, Mayor

ATTEST:

_____

Cyndee Rhames, City Clerk

ITEM NO. 8L

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Consider Resolution No. 16-105 – Approving Staff Appointments and Establishing Wages.	ACTION REQUIRED: ___ Ordinance _X_ Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS: The following staff appointments are being considered:

Administration
Kaitlyn Royer – Administrative Assistant. Effective May 17, 2016. $17.82 per hour.

Streets
Ethan Ksiazek – Seasonal Maintenance Worker. Effective May 17, 2016 $10.00 per hour.
Alec Ksiazek – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00 per hour.
Jacob Cooper – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00

Water/Wastewater
Glen Nagel – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00 per hour.

Parks
Adam Noethe – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00 per hour.
Michael Siebert – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00

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

RECOMMENDATION: Approve Resolution No. 16-105.

RESOLUTION NO. 16-105

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

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

Administration
Kaitlyn Royer – Administrative Assistant. Effective May 17, 2016. $17.82 per hour.

Streets
Ethan Ksiazek – Seasonal Maintenance Worker. Effective May 17, 2016
$10.00 per hour.
Alec Ksiazek – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00 per hour.
Jacob Cooper – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00

Water/Wastewater
Glen Nagel – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00 per hour.

Parks
Adam Noethe – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00 per hour.
Michael Siebert – Seasonal Maintenance Worker. Effective May 17, 2016. $10.00**PASSED AND APPROVED** this 16th Day of May, 2016

_____
Paula S. Dierenfeld, Mayor

ATTEST:

_____
Cyndee D. Rhames, City Clerk

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

ITEM NO. 8D

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016
Meeting

SUBJECT: Consider renewal of the Liquor License to include Sunday Sales for QuikTrip #568, 5169 Merle Hay Road.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	QuikTrip #568 has requested approval of the following renewal application. • Class "B" Wine Permit – Allows carryout wine • Class "C" Beer Permit – Allows carryout beer for a commercial establishment • Class " E" Liquor License • Sunday Sales The applicant has submitted the appropriate applications, and paid the fees required by the State The application was filed in a timely manner and has been reviewed and approved by the Chief of Police and is subject to approval by the Building Official.
FISCAL IMPACT:	None
RECOMMENDATION:	Approve application as presented

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Johnston
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LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: QuikTrip
Address: 5169 Merle Hay Rd
Date Application Received:

New ☐ Existing ☒
Applicant Name: QuikTrip Corp
Council Deadline Date: 5/12/16 @noon

Liquor License Privileges

License Class: E (LE)

Outdoor Service ☐
Sunday Sales ☒

Building Official Review

Date to Building Official: 5/11/16 Inspection Date: 5/12/16

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

Reason for Fail: _____

Building Official Signature: [signature]

Police Department Review

Date to Police Department: 5/10/16

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

5/9 - Pending 2014 attached
5/10 - Rec'd

Approve ☒ Deny ☐

Chief of Police Signature: [signature]

City Clerk Review

City Council: Approve ☐ Deny ☐

Endorse Date: _____

City Clerk Signature: _____

Applicant **License Application (LE0001903)**

Name of Applicant: QuikTrip Corporation

Name of Business (DBA): QuikTrip # 568

Address of Premises: 5169 Merle Hay Rd

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

Business (515) 276-2070

Mailing PO Box 3475 Attn: Licensing

City Tulsa **State** OK **Zip:** 741013475

Contact Person

Name Tara Ellison

Phone: (918) 615-7653 **Email** dist-TaxAccounting@quiktrip.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 07/01/2016

Expiration Date: 06/30/2017

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 49738 **Federal Employer ID** 73 0675375

Ownership

Chester Cadieux II

First Name: Chester **Last Name:** Cadieux II

City: Tulsa **State:** Oklahoma **Zip:** 74105

Position: Director

% of Ownership: 12.88% **U.S. Citizen: Yes**

Chester Cadieux III

First Name: Chester **Last Name:** Cadieux III

City: Tulsa **State:** Oklahoma **Zip:** 74133

Position: President

% of Ownership: 7.76% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company:	Travelers Casualty & Surety Company of America		
Policy Effective Date:	07/01/2016	**Policy Expiration**	01/01/1900
Bond Effective	2	**Dram Cancel Date:**	
Outdoor Service Effective		**Outdoor Service Expiration**	
Temp Transfer Effective		**Temp Transfer Expiration Date:**	

ITEM NO. 8E

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT: Consider the liquor license application for a Class "C" Beer Permit for new owners at Johnston Bait and Tackle, 6148 Merle Hay Road	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Johnston Bait & Tackle, LLC, new owner of Johnston Bait and Tackle has requested approval of the following application: • Class "C" Beer Permit - Allows carryout beer • Sunday Sales The applicant has submitted the appropriate application, and paid the fees required by the State. The application has been reviewed by the Chief of Police and the Building Official.
FISCAL IMPACT:	A portion of the fee is returned to the City
RECOMMENDATION:	Approve renewal application.

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LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Johnston Bait & Tackle
New ☐ Existing ☐ * New Owner

Address: 6150 Merle Hay Rd
Applicant Name: Johnston Bait & Tackle, LLC

Date Application Received:
Council Deadline Date: 5/12/16 @ Noon

Liquor License Privileges

License Class: C Beer Permit

Outdoor Service ☐
Sunday Sales ☒

Building Official Review

Date to Building Official: 5/11/16
Inspection Date: 5/12/16

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

Reason for Fail: _____

Building Official Signature: Douglas Hanover

Police Department Review

Date to Police Department: 5/10/16

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 (**)

Name of Applicant: Johnston Bait & Tackle, LLC

Name of Business (DBA): Johnston Bait & Tackle

Address of Premises: 6150 Merle Hay Road

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

Business (515) 254-1976

Mailing 6150 Merle Hay Road

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

Contact Person

Name Tom Beebe

Phone: (515) 490-1683 **Email** tom.beebe@msn.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 04/07/2016

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 518824 **Federal Employer ID** 81-1941859

Ownership

Tom Beebe

First Name: Tom **Last Name:** Beebe

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

Position: Member-Manager

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

Julie Springer

First Name: Julie **Last Name:** Springer

City: Madrid **State:** Iowa **Zip:** 50156

Position: Member

% of Ownership: 25.00% **U.S. Citizen: No**

Tim John

First Name: Tim **Last Name:** John

City: Des Moines **State:** Iowa **Zip:** 50315

Position: Member

% of Ownership: 25.00%

U.S. Citizen: No

Insurance Company Information

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

Applicant **License Application (**)

Name of Applicant: Johnston Bait & Tackle, LLC

Name of Business (DBA): Johnston Bait & Tackle

Address of Premises: 6150 Merle Hay Road

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

Business (515) 254-1976

Mailing 6150 Merle Hay Road

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

Contact Person

Name Tom Beebe

Phone: (515) 490-1683 **Email** tom.beebe@msn.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 04/07/2016

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 518824 **Federal Employer ID** 81-1941859

Ownership

Tom Beebe

First Name: Tom **Last Name:** Beebe

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

Position: Member-Manager

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

Julie Springer

First Name: Julie **Last Name:** Springer

City: Madrid **State:** Iowa **Zip:** 50156

Position: Member

% of Ownership: 25.00% **U.S. Citizen: No**

Tim John

First Name: Tim **Last Name:** John

City: Des Moines **State:** Iowa **Zip:** 50315

Position: Member

% of Ownership: 25.00% U.S. Citizen: No

Insurance Company Information

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

APPLICANT

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

Applicant's Signature — Date: 4/7/16

NOTARY

State of IA

County of Polk

Signed and sworn to before me on 4/7/16
Date

By Thomas Beebe
Print Name of Applicant

Signature of Notary — Date: 4/7/16

NOTARIAL SEAL IOWA
JASON SPRINGER
COMMISSION NUMBER 739350
MY COMMISSION EXPIRES
FEBRAURY 28, 2018

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this 29th day of April, 2016, by and between TJT Properties, LLC ("Landlord"), whose address, for the purpose of this lease, is PO Box 141, Madrid, IA 50156, and Johnston Bait & Tackle, LLC ("Tenant"), whose address for the purpose of this lease is 6148 Merle Hay Rd., Johnston, IA

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Polk County, Iowa:

6148 Merle Hay Rd, Johnston, IA

together with all improvements thereon including fixtures, furniture, all equipment, and all rights, easements and appurtenances thereto belonging, for a term beginning on the Execution date and ending on the 1st day of May, 2017 upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent $3,000.00 per month, in advance commencing on the 5th day of May, 2015 and on the 5th day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. The monthly payment includes taxes and insurance on the real estate, therefore no additional CAM charges shall be added.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5 % per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Tenant shall use the premises only for a retail business.

5. **CARE AND MAINTENANCE.**

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, windows and window glass, driveways sidewalks, and exterior decorating. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, furniture, and equipment, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY

CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Landlord shall pay for all utilities and services which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. **INSURANCE.**

PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS.** Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

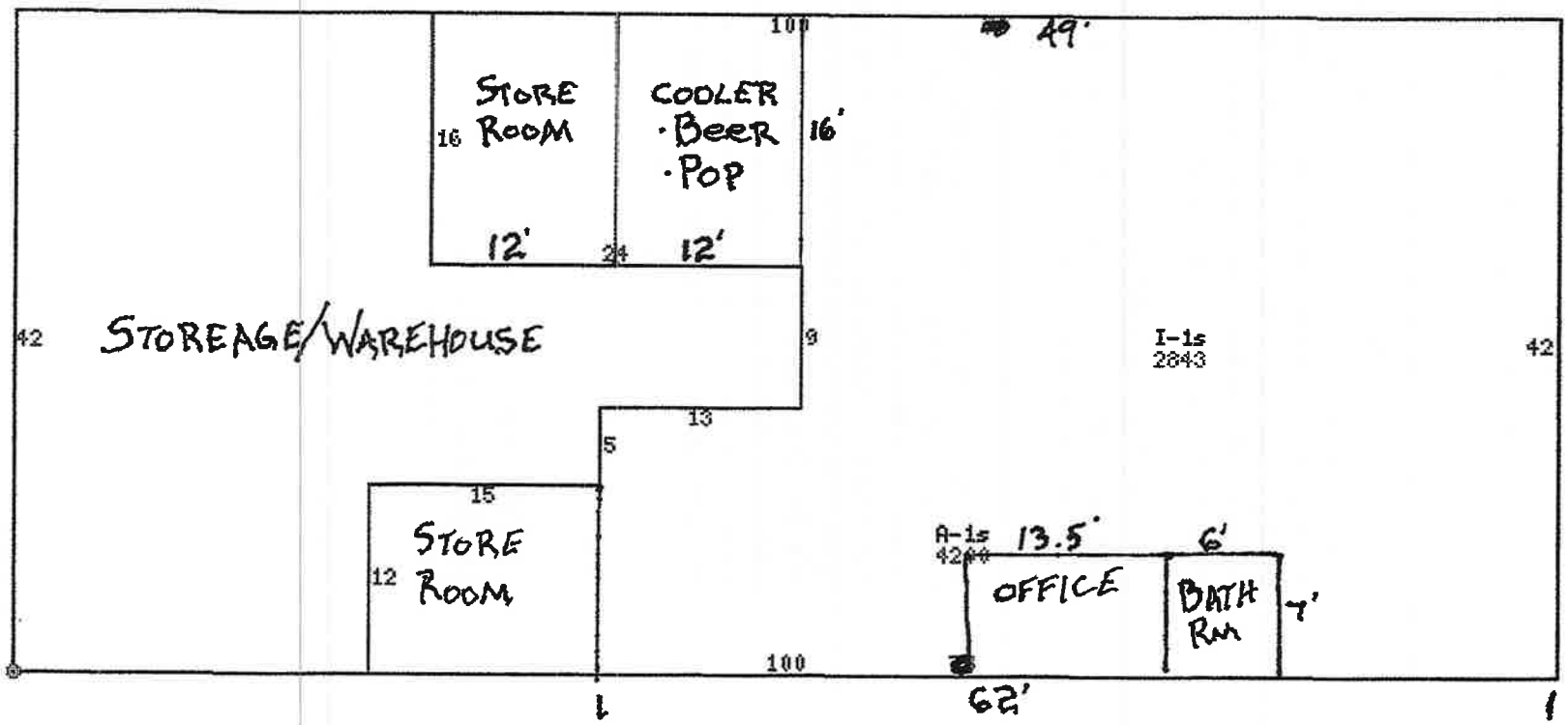
17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

TJT PROPERTIES, LLC, LANDLORD
Julie Springer, Member-Manager

JOHNSTON BAIT & TACKLE, LLC
TENANT
Thomas Beebe, Member-Manager

JOHNSTON BAIT & TACKLE



ITEM NO. 8F

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016
Meeting

SUBJECT: Consider the approval of a special 5-day permit for Hy-Vee to cater a wedding to be held at Camp Dodge on May 21, 2016.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Hy-Vee Food Store, is requesting the approval of a special 5-day Class C Liquor License to allow them to cater a wedding at Camp Dodge, 7105 NW 70th Avenue on May 21. The applicant has submitted the appropriate application and paid the fees required by the City and State. The application was filed in a timely manner and has been reviewed and approved by the City's Building Official and Chief of Police.
FISCAL IMPACT:	A portion of the application fee will be returned to the City.
RECOMMENDATION:	Approve application as presented

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LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: Hy-Vee Wedding Recept @ Camp Dodge
New ☐ Existing ☒ reception only

Address: 7105 NW 70th Ave
Applicant Name: Hy-Vee, Inc.

Date Application Received:
Council Deadline Date: 5/12/16 @Noon

Liquor License Privileges

License Class: C LC Commercial
Outdoor Service ☐
Sunday Sales ☐

5-Day license

Building Official Review

Date to Building Official: 5/11/16
Inspection Date: 5/12/16

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

Reason for Fail: _____

Building Official Signature: [signature]

Police Department Review

Date to Police Department: 5/10/16

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

Approve ☒ Deny ☐

Chief of Police Signature: [signature]

City Clerk Review

City Council: Approve ☐ Deny ☐

Endorse Date: _____

City Clerk Signature: _____

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

Name of Applicant: Hy-Vee, Inc.

Name of Business (DBA): Hy-Vee #2 Wedding Reception

Address of Premises: 7105 NW 70th Ave

City Johnston **County:** Iowa **Zip:** 50131

Business (515) 963-3130

Mailing 5820 Westown Parkway

City West Des Moines **State** IA **Zip:** 50266

Contact Person

Name Denae Elgin

Phone: (515) 267-2874 **Email** delgin@hy-vee.com

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 05/21/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 19862 **Federal Employer ID** 420325638

Ownership

Randy Edeker

First Name: Randy **Last Name:** Edeker

City: Urbandale **State:** Iowa **Zip:** 50322

Position: CEO, President

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

Michael Jurgens

First Name: Michael **Last Name:** Jurgens

City: Des Moines **State:** Iowa **Zip:** 50312

Position: Vice President, Secretary

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

Michael Skokan

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

City: Waukee **State:** Iowa **Zip:** 50263

Position: CFO, Treasurer

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

Jeffrey Pierce

First Name:	Jeffrey	**Last Name:**	Pierce		
City:	Waukee	**State:**	Iowa	**Zip:**	50263
Position:	Asst Treasurer, Financial Reporting				
% of Ownership:	0.00%	**U.S. Citizen:**	Yes		

Insurance Company Information

Insurance Company:	DAKOTA FIRE INSURANCE COMPANY		
Policy Effective Date:	05/21/2016	**Policy Expiration**	05/26/2016
Bond Effective		**Dram Cancel Date:**	
Outdoor Service Effective		**Outdoor Service Expiration**	
Temp Transfer Effective		**Temp Transfer Expiration Date:**	

ITEM NO. 8G

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Consider authorizing out of state travel for David Croll to attend the 2016 ESRI International User's Conference from June 27th-July 1st 2016 in San Diego, CA.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:

The ESRI International User Conference (ESRI UC) provides an excellent opportunity for staff to gain insight into software trends and hands on user training with the software developers who write the code. Attendants will have the option of selecting from hundreds of technical workshops and courses throughout the week dealing with various aspects of the GIS software from mapping to creating useful online maps for public consumption.
With the City of Johnston's current licensing of our ArcGIS software, the parent company ESRI, Inc. provides one complimentary registration to this week long conference, a value of $1,300.

FISCAL IMPACT:

The funds for this conference are budgeted within the Community Development travel and training budget and the estimated costs are as follows:

Airfare	$600
Lodging (6 nights)	$1650
Meals	$250
Conf. Registration	$0
Transportation	$75
Total:	$2,575

RECOMMENDATION:

Motion to Approve

ITEM NO. 8H

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

SUBJECT: Consider Resolution No. 16-106 Approving and authorizing the Police Chief to sign a renewal Memorandum of Understanding (MOU) to continue to participate in the Mid-Iowa Narcotics Enforcement (MINE) Task Force.	ACTION REQUIRED: ___ Ordinance _x_ Resolution _x_ Approval ___ Receive/File _x_ Attorney Review

SYNOPSIS:

The City of Johnston participates in the Mid-Iowa Narcotics Enforcement Task Force (MINE). Eighteen law enforcement agencies from the surrounding area contribute staff and resources to this work group that focuses on drug trafficking and manufacture, money laundering, prescription diversion, vice crimes, and human trafficking. Johnston participates by contributing one full-time investigator.

The Task Force is currently commanded by a Polk County Sheriff's Office Captain, but it is governed by a board consisting of the chief executive officers of the participating agencies. The existing MOU is set to expire June 30, 2016. Over the course of the last three years of joint participation, the task force has investigated a total of 1198 cases, twenty-four of which were in Johnston; arrested 2147 individuals; served 405 search warrants; and seized 111 automobiles, 210 firearms, and $1,095,848 in cash.

This renewal MOU reconfirms Johnston's participation in the joint exercise of law enforcement powers for its specified purpose until June 30, 2019. Continued participation grants the Johnston Police Department access to the full resources of the MINE Task Force.

The substance of this document has not been altered from the current language of the existing MOU. It has been reviewed by the city attorney.

FISCAL IMPACT:

One full-time investigator position which is fully funded in the current and future budget.

The dedicated vehicle for this position is anticipated to be replaced in the upcoming budget year. A total expenditure is estimated at $10,000 - $15,000 for that purchase and will be offset by auction proceeds and asset forfeiture funds.

RECOMMENDATION:

Approve and authorize the Chief of Police to sign the MOU.

Attachment:
MINE TF 2016 MOU Renewal

MID-IOWA NARCOTICS ENFORCEMENT TASK FORCE

P.O. BOX 3308
DES MOINES, IA 50316

PHONE (515)-270-8233
FAX (515)-270-6429

MID-IOWA NARCOTICS DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FOR JOINT EXERCISE OF LAW ENFORCEMENT

This memorandum is made and entered into by and between participating Law Enforcement Agencies that make up the *Mid-Iowa Narcotics Enforcement Task Force* (M.I.N.E.).

Purpose

The purpose of this memorandum of understanding (MOU) is to provide law enforcement assistance between each participating Law Enforcement Agency, upon request, and to jointly exercise law enforcement authority within each participating agency's respective jurisdiction, to investigate illegal drug trafficking, manufacturing, and use, as well as vice-related criminal activity in central Iowa. This memorandum will formalize the policy guidance and planning between the participating agencies.

Policies, program involvement and direction of the M.I.N.E. Task Force will be the joint responsibility of the M.I.N.E. Task Force Executive Board.

Mission

The primary mission of the M.I.N.E. Task Force is to provide law enforcement assistance between each participating Law Enforcement Agency, upon request, and to jointly exercise law enforcement authority within each participating agency's respective jurisdiction, to investigate illegal drug trafficking, manufacturing, and use, as well as vice-related criminal activity in central Iowa.

In consideration of the mutual advantages and benefits to each of the participating Law Enforcement Agencies under this Memorandum, the participating Law Enforcement Agencies agree as follows:

1. The M.I.N.E. Task Force Executive Board consists of the Chief Executive Officer (CEO) of the participating Law Enforcement Agency. Each participating Law Enforcement Agency's CEO or their designee will determine the extent of their participation in the Task Force providing their agency can comply and continue to meet its own law enforcement responsibilities.

2. The cooperative undertaking resulting from this MOU will not create any new or separate legal or administrative entity.

MID-IOWA NARCOTICS ENFORCEMENT TASK FORCE

P.O. BOX 3308
DES MOINES, IA 50316

PHONE (515)-270-8233
FAX (515)-270-6429

3. The M.I.N.E. Task Force is financed through a combination of grant funds, local agency support and forfeited funds. Income and expenses will be reported annually to each participating governing board.

4. Administration of the MOU shall be the responsibility of the M.I.N.E. Task Force Executive Board. These officials will meet at a minimum, on a quarterly basis. Minutes of these meetings will be kept. The Executive Board is made of all signatories to this MOU. At least 2/3 of the members must be present for a quorum to be established.

5. The M.I.N.E. Task Force Executive Board shall establish and maintain procedures for acquiring, holding, and disposing of any property acquired jointly pursuant to this cooperative MOU. Any seized or forfeited property agreed upon by the M.I.N.E. Task Force Executive Board I the Financial Policies, as a result of joint law enforcement activity undertaken pursuant to this MOU shall be divided on an equitable basis, to the extent allowed by law.

6. In the event of a budgetary or scheduling impact, the authority to determine the extent of assistance shall lie exclusively with each M.I.N.E. Task Force participating agency CEO.

7. Each participating agency of the M.I.N.E. Task Force shall be responsible for the compensation of its own employees, for payment of wages and overtime expenses, as well as payment of any disability, death, worker's compensation or other benefits which are owed or become owing or accrue to its own employees as a result of activities undertaken pursuant to the terms of this MOU.

8. Each participating member is subject to Chapter 670 of the Iowa Code.

9. Supervision of the M.I.N.E. Task Force will be established from supervisory personnel assigned to the Task Force by each participating Law Enforcement CEO. M.I.N.E. Task Force supervisors will be responsible for day-to-day operational issues.

This MOU shall remain in full force and effect until July, 2019.

MID-IOWA NARCOTICS ENFORCEMENT TASK FORCE

P.O. BOX 3308
DES MOINES, IA 50316

PHONE (515)-270-8233
FAX (515)-270-6429

The above terms and conditions constitute the entire MOU between the M.I.N.E. Task Force and participating Law Enforcement Agency CEO's and hereby agreed to.

Mid-Iowa Narcotics Enforcement Task Force, Polk County, Iowa

Law Enforcement Chief Executive Officer

_____
Johnston Police Chief

_____
Agency

_____
Date

_____
Polk County Sheriff or Designee

_____
Title

_____
Date

This MOU shall remain in full force and effect until July, 2019.

ITEM NO. 8I

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT: Approve invoice from RSM US LLP for final billing of the FY15 Audit

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

Teresa

SYNOPSIS

As mentioned in the March staff report accepting the FY15 Audit, the City received an additional billing from RSM for $33,900 to complete the audit. Staff met with Jaci Dammeier, Senior Managing Partner with RSM, to review the invoice in detail. A copy of the invoice is attached.

The following is a summary of the meeting with RSM. The $6,400 for 2 restatements, are due to the amount of work necessary to complete a restatement. These are material restatements from the FY14 budget, and the auditor (Denman & Company) must agree to the restatements. There were actually 3 restatements; however, RSM is only billing us for 2. Staff has reached out to Denman & Company seeking reimbursement for this expense. To date, staff has not received a final response.

As Council is aware, the capital/fixed assets portion ($9,000) of the audit has continually been a challenge for staff and auditors. The Finance Clerk/Deputy City Clerk will be working specifically on this project with our auditing consultant, Bohnsack & Frommelt, LLP. To date, Denman accepted the State Auditor's report, and then RSM was left to accept that report as submitted or start completely over. The goal will be for the fixed assets recorded in our financial software to match exactly what is reported in the audit.

The additional assistance in debt was due to RSM's continued skepticism of the correctness of the past audit. Last year's report was stating there was restricted cash and staff was telling the auditors there was not or should not be any restricted cash. Therefore, numerous hours were spent trying

to bridge the gap with the official debt statements and the audit versus our budget, bank and investment reports. This caused a total review of all debt.

There was a great deal of additional work on the part of staff and the auditors regarding the number and depth of the adjusting journal entries. This also included the new GASB Statement Nos. 68 and 71 and the recording of subsequent liability.

At the conclusion of the meeting with Ms. Dammeier, staff was informed of a change in our auditing team. Ms. Dammeier will no longer be handling government clients and the City would have the option to terminate the contract with RSM or select a new managing partner with RSM. Staff had previously discussed the excessive billing and the desire to not have that occur again, and we were told directly, that should we have not hired Bohnsack & Frommelt to assist the City in preparing the year end close and financial documents for RSM, then RSM would not have been our firm to move on with. They have a strict goal to have an independent review of our books and no restatements made of their work; therefore, they will always do the complete job they feel needs to be done for an audit. Staff discussed with the Council Finance committee the issue of re-bidding auditor services (which would have been required by law) or moving forward with RSM and a new managing partner. We will be moving forward with Kevin Smith, RSM managing partner.

Timing for the FY16 audit will be pushed back until November and December with the changes in lead auditor and the assistance of Bohnsack & Frommelt.

FISCAL IMPACT	Cost of the audit has been budgeted in the General, Water and Wastewater Funds. The budget amendment includes addressing the extended billing services.
RECOMMENDATION	Approve payment of invoice.

77-720

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #1

To the Auditor of POLK County, Iowa:

The City Council of Johnston in said County/Counties met on 05/16/2016 ,at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 16-114

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2016
(AS AMENDED LAST ON .)

Be it Resolved by the Council of the City of Johnston

Section 1. Following notice published 05/06/2016 and the public hearing held, 05/16/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,310,678	0	13,310,678
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	13,310,678	0	13,310,678
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	4,216,004	44,089	4,260,093
Other City Taxes	6	721,939	0	721,939
Licenses & Permits	7	463,200	310,958	774,158
Use of Money and Property	8	73,495	86,532	160,027
Intergovernmental	9	4,305,282	792,749	5,098,031
Charges for Services	10	8,157,972	26,716	8,184,688
Special Assessments	11	0	119,468	119,468
Miscellaneous	12	412,990	493,871	906,861
Other Financing Sources	13	6,346,247	-6,254,514	91,733
Transfers In	14	4,624,829	1,874,471	6,499,300
Total Revenues and Other Sources	15	42,632,636	-2,505,660	40,126,976
Expenditures & Other Financing Uses				
Public Safety	16	5,422,912	445,893	5,868,805
Public Works	17	3,255,443	185,539	3,440,982
Health and Social Services	18	28,995	9,750	38,745
Culture and Recreation	19	2,976,037	74,473	3,050,510
Community and Economic Development	20	3,964,344	-71,114	3,893,230
General Government	21	1,226,270	10,638	1,236,908
Debt Service	22	7,931,297	19,850	7,951,147
Capital Projects	23	7,874,847	8,567,326	16,442,173
Total Government Activities Expenditures	24	32,680,145	9,242,355	41,922,500
Business Type / Enterprises	25	7,841,565	1,137,456	8,979,021
Total Gov Activities & Business Expenditures	26	40,521,710	10,379,811	50,901,521
Transfers Out	27	4,624,829	1,874,471	6,499,300
Total Expenditures/Transfers Out	28	45,146,539	12,254,282	57,400,821
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-2,513,903	-14,759,942	-17,273,845
Beginning Fund Balance July 1	30	25,034,666	18,012,851	43,047,517
Ending Fund Balance June 30	31	22,520,763	3,252,909	25,773,672

Passed this 16th (Day) day of May, 2016 (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

RSM

FEIN #42-0714325

RSM US LLP
400 Locust Street, Suite 640
Des Moines, IA 50309-2372
Phone : (515) 558-6600
Fax : (515) 284-1545

REMIT TO:
RSM US LLP
5155 Paysphere Circle
Chicago, IL 60674 USA

5155 0007776792 0004776823 03222016 0003390000 9

TERESA ROTSCHAFER
CITY OF JOHNSTON, IOWA
6221 MERLE HAY RD
JOHNSTON IA 50131

March 22, 2016
Account No. 777-679-2 JD
Invoice No. M-4776823-014
Amount Paid $_____
Amount Due $33,900.00

Please return top portion with payment

777-679-2 City of Johnston, Iowa 03/22/2016 Invoice # M-4776823-014

Professional services rendered in connection with the following:

Final billing for the audit of the financial statements for the year ended June 30, 2015, fee quote per proposal.	$39,000.00
Restatement #1 - Capital Projects Fund - Revenue Issue - 10 hours @ $320/hour	3,200.00
Restatement #2 - Storm Water & Capital Projects Fund - Debt Issue - 10 hours @ $320/hour	3,200.00
Journal Entries:	
Assistance in Capital Assets - 60 hours @ $150/hour	9,000.00
Assistance in Debt - 50 hours @ $150/hour	7,500.00
Assistance with other 18 other adjusting journal entries - 50 hours @ $150/hour	7,500.00
Assistance with reporting items unknown by management and prior auditor - 20 hours @ $175/hour	3,500.00
Progress billings to date	(39,000.00)
Total Due	$33,900.00

APPROVED FOR PAYMENT
BY JL
DATE 5-11-16
ITEM Final FY15 Audit Billing
ACCT # 010.5.621.64111 - 11,300.00
PO # 601.5.810.64111 - 11,300.00
631.5.815.64111 - 11,300.00

Invoices are due upon receipt.

ITEM NO. 8J

Johnston
COMMUNITY DEVELOPMENT

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT: Consider approval of Pay Applications #11 to Corell Contractor, Inc. for the Greenwood Hills Greenbelt – Phase II Grading and Utilities Project.	**ACTION REQUIRED:** ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney ___ Review

SYNOPSIS:	Attached is Pay Request No. 11 in the amount of $47,582.39 for work completed as of March 31, 2016 on the Greenwood Hills Greenbelt – Phase II Grading and Utilities project. 5% of the completed value of the work has been retained totaling $128,756.47 to date. John Nilles with Nilles Associates 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 Applications #11 is attached.
FISCAL IMPACT:	$47,582.39. The funds for this payment will come from account 342 funded by the Stormwater Utility.
RECOMMENDATION:	Approval of Pay Application # 11.

Motion by _____, seconded by _____ to approve Pay Application #11.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Prepared by

Nilles Associates, Inc.

Project Title:	Greenwood Hills Greenbelt - Phase 2 Grading
Owner:	City of Johnston
Contractor:	Corell Contractor, Inc.
Address:	PO Box 65430, West Des Moines, IA 50265
Orginal Contract Date:	August 4, 2014

Payment Request No: 11

Payment Time Period: 9/1/2015 through 3/31/2016

Contract Summary

Original Contract Amount:	$	2,013,929.65
Net change by Change Orders:	$	561,199.82
Contract Amount to Date:	$	2,575,129.47
Total completed and stored to date:	$	2,575,129.47
Less Retainage: 5%	$	128,756.47
Total Earned less Retainage:	$	2,446,373.00
Less previous applications for payment:	$	2,398,790.61
SUBTOTAL:	$	47,582.39
Other charges (See attached itemized list):		
CURRENT PAYMENT DUE	$	47,582.39
Balance to finish, including retainage:	$	128,756.47

Contractor Approval: Corell Contractor, Inc.
Firm Name

Signature Date

Nilles Associates, Inc Approval:

Signature 05/10/2016
Date

Owner Approval: City of Johnston
Owner

Signature Date

CONTRACT PRICE DETAIL

ITEM #		DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1		Mobilization	LS	1		1	$163,554.00	$163,554.00	1.00	$ 163,554.00	-	100.00%
2		Baseflow Management, Flow Bypass and Temporary Crossings	LS	1		1	$61,200.00	$61,200.00	1.00	$ 61,200.00	-	100.00%
3		Construction Fencing	LF	7,200		7,200	$1.80	$12,960.00	7200.00	$ 12,960.00	-	100.00%
4		Waste and Debris Removal	LS	1		1	$21,150.00	$21,150.00	1.00	$ 21,150.00	-	100.00%
5		Forebay Outlet Structure	LS	1		1	$231,060.00	$231,060.00	1.00	$ 231,060.00	-	100.00%
6		Pond Outlet Structure	LS	1		1	$220,800.00	$220,800.00	1.00	$ 220,800.00	-	100.00%
7		Installation of Bridge Assembly	LS	1		1	$9,500.00	$9,500.00	1.00	$ 9,500.00	-	100.00%
8		Fishing Pier	LS	1		1	$128,000.00	$128,000.00	1.00	$ 128,000.00	-	100.00%
9		RCB Removals	LS	1		1	$7,500.00	$7,500.00	1.00	$ 7,500.00	-	100.00%
10		Paver Sidewalk with Rock Base	SF	514		514.00	$12.00	$6,168.00	514.00	$ 6,168.00	-	100.00%
11		Choker Aggregate (Bioretention)	CY	21		21.00	$135.00	$2,835.00	21.00	$ 2,835.00	-	100.00%
12		Aggregate Subbase (Bioretention)	CY	63		63.00	$92.00	$5,796.00	63.00	$ 5,796.00	-	100.00%
13		Underdrain (6" Perforated PVC - Bioretention)	LF	120		120.00	$25.00	$3,000.00	120.00	$ 3,000.00	-	100.00%
14		Modified Soil Layer (Bioretention)	CY	134		134.00	$60.00	$8,040.00	134.00	$ 8,040.00	-	100.00%
15		Clearing and Grubbing	AC	0.3		0.30	$15,000.00	$4,500.00	0.30	$ 4,500.00	-	100.00%
16		Grubbing and Stump Removal	AC	2.5		2.50	$18,500.00	$46,250.00	2.50	$ 46,250.00	-	100.00%
17		Topsoil, On-site	CY	2,150	(420.00)	1,730.00	$15.00	$25,950.00	1730.00	$ 25,950.00	-	100.00%
18		Earthwork and Excavation	CY	9,400	(746.00)	8,654.00	$15.00	$129,810.00	8654.00	$ 129,810.00	-	100.00%
19		Pond Clay Liner Preparation	CY	3,300		3,300.00	$9.00	$29,700.00	3300.00	$ 29,700.00	-	100.00%
20		Additional Overexcavation and Replacement for Pond Liner	CY	660	(493.00)	167.00	$12.00	$2,004.00	167.00	$ 2,004.00	-	100.00%
21		Core Trench (Forebay Dam)	CY	450		450.00	$15.00	$6,750.00	450.00	$ 6,750.00	-	100.00%
22		Compaction Testing	LS	1		1.00	$3,500.00	$3,500.00	1.00	$ 3,500.00	-	100.00%
23		Trench Compaction Testing	LS	1		1.00	$1,500.00	$1,500.00	1.00	$ 1,500.00	-	100.00%
24		Storm Sewer, Trenched (RCP, 15" Diameter)	LF	140		140.00	$75.00	$10,500.00	140.00	$ 10,500.00	-	100.00%
25		Storm Sewer, Trenched (RCP, 54" Diameter)	LF	209		209.00	$255.00	$53,295.00	209.00	$ 53,295.00	-	100.00%
26		Removal of Storm Sewer and Structures	LS	1		1.00	$6,200.00	$6,200.00	1.00	$ 6,200.00	-	100.00%
27		Pipe Apron (RCP, 15" Diameter)	EA	3		3.00	$1,250.00	$3,750.00	3.00	$ 3,750.00	-	100.00%
28		Pipe Apron (RCP, 54" Diameter)	EA	1		1.00	$3,600.00	$3,600.00	1.00	$ 3,600.00	-	100.00%
29		Footing for Concrete Pipe Apron (RCP, 15" Diameter)	EA	3		3.00	$600.00	$1,800.00	3.00	$ 1,800.00	-	100.00%
30		Footing for Concrete Pipe Apron (RCP, 54" Diameter)	EA	1		1.00	$1,250.00	$1,250.00	1.00	$ 1,250.00	-	100.00%
31		Pipe Apron Guard (RCP, 15" Diameter)	EA	3		3.00	$800.00	$2,400.00	3.00	$ 2,400.00	-	100.00%
32		Pipe Apron Guard (RCP, 54" Diameter)	EA	1		1.00	$2,400.00	$2,400.00	1.00	$ 2,400.00	-	100.00%
33		Maintenance Drawdown Headwall	EA	3		3.00	$4,500.00	$13,500.00	3.00	$ 13,500.00	-	100.00%
34		Slope Drain (PVC, 4" Perforated)	LF	150		150.00	$22.00	$3,300.00	150.00	$ 3,300.00	-	100.00%
35		Subdrain (PVC, 4" Non-perforated)	LF	200		200.00	$24.00	$4,800.00	200.00	$ 4,800.00	-	100.00%
36		Subdrain (PVC, 6" Non-perforated)	LF	100		100.00	$30.00	$3,000.00	100.00	$ 3,000.00	-	100.00%
37		Drawdown Pipe - Water Main Material, Trenched (PVC C905, 10")	LF	165		165.00	$80.00	$13,200.00	165.00	$ 13,200.00	-	100.00%
38		Drawdown Control - Valve (10" Knife)	EA	2		2.00	$2,100.00	$4,200.00	2.00	$ 4,200.00	-	100.00%
39		Manhole (SW-401, 48" Diameter)	EA	3		3.00	$2,800.00	$8,400.00	3.00	$ 8,400.00	-	100.00%
40		Manhole (SW-401, 72" Diameter)	EA	2		2.00	$6,800.00	$13,600.00	2.00	$ 13,600.00	-	100.00%
41		Manhole (Modified SW-401, 48" Diameter)	EA	2		2.00	$3,800.00	$7,600.00	2.00	$ 7,600.00	-	100.00%
42		Intake (Modified SW-512, 30" Diameter)	EA	2		2.00	$2,000.00	$4,000.00	2.00	$ 4,000.00	-	100.00%
43		Manhole Adjustment, Major (Sanitary)	EA	2		2.00	$2,000.00	$4,000.00	2.00	$ 4,000.00	-	100.00%
44		Removal of ACC Shared Use Path and PCC Sidewalks	SY	2,225		2,225.00	$10.00	$22,250.00	2225.00	$ 22,250.00	-	100.00%
45		Shared Use Path (PCC, 8" Non-reinforced)	SY	3,040		3,040.00	$36.75	$111,720.00	3040.00	$ 111,720.00	-	100.00%
46		Special Subgrade Preparation for Shared Use Paths	SY	4,250		4,250.00	$4.00	$17,000.00	4250.00	$ 17,000.00	-	100.00%
47		Sidewalk (PCC, 6" Non-reinforced)	SY	95		95.00	$48.00	$4,560.00	95.00	$ 4,560.00	-	100.00%
48		Detectable Warning	SF	40		40.00	$48.00	$1,920.00	40.00	$ 1,920.00	-	100.00%
49		Sidewalk Assurance Testing	LS	1		1.00	$2,500.00	$2,500.00	1.00	$ 2,500.00	-	100.00%
50		Shared Use Path Assurance Testing	LS	1		1.00	$2,500.00	$2,500.00	1.00	$ 2,500.00	-	100.00%
51		Seedbed Preparation	AC	2.9	(0.70)	2.20	$525.00	$1,155.00	2.20	$ 1,155.00	-	100.00%
52		Hydraulic Seeding: Seeding and Mulching (N. Side Sunny Native)	AC	1.6		1.60	$5,240.00	$8,384.00	1.60	$ 8,384.00	-	100.00%
53		Hydraulic Seeding: Seeding and Mulching (S. Side Shady Native)	AC	1.8		1.80	$5,240.00	$9,432.00	1.80	$ 9,432.00	-	100.00%
54		Watering (1000 gallons)	EA	140	(140.00)	-	$63.00	$0.00	0.00	$ -	-	0.00%
55		SWPPP Management	LS	1		1.00	$2,625.00	$2,625.00	1.00	$ 2,625.00	-	100.00%
56		Compost Blankets (1" Depth)	SY	4,150	(1,254.00)	2,896.00	$1.80	$5,212.80	2896.00	$ 5,212.80	-	100.00%
57		Filter Socks (12")	LF	600	(540.00)	60.00	$2.30	$138.00	60.00	$ 138.00	-	100.00%
58		Wattles (9")	LF	2,400		2,400.00	$1.80	$4,320.00	2400.00	$ 4,320.00	-	100.00%
59		Class "E" Revetment Stone	TN	1,134	(231.00)	903.00	$62.00	$55,986.00	903.00	$ 55,986.00	-	100.00%
60		Stabilized Construction Entrance (Install, Maintain & Remove)	SY	67		67.00	$100.00	$6,700.00	67.00	$ 6,700.00	-	100.00%
61		Stabilized Construction Entrance (Maintain & Remove)	SY	399		399.00	$50.00	$19,950.00	399.00	$ 19,950.00	-	100.00%
62		Erosion Control Mulching, Hydromulching	AC	4.0	(0.39)	3.61	$2,415.00	$8,718.15	3.61	$ 8,718.15	-	100.00%
63		Turf Reinforcement Mats (DeKoWe 700 or ColrMat 700)	SY	2,543	(1,152.00)	1,391.00	$5.05	$7,024.55	1391.00	$ 7,024.55	-	100.00%
64		Surface Roughening	SY	4,150	(2,500.00)	1,650.00	$2.00	$3,300.00	1650.00	$ 3,300.00	-	100.00%
65		Concrete Washout	LS	1		1.00	$2,500.00	$2,500.00	1.00	$ 2,500.00	-	100.00%
66		Articulated Concrete Mat	SF	3,760	(816.00)	2,944.00	$12.50	$36,800.00	2944.00	$ 36,800.00	-	100.00%
67		Rock Pile (Habitat)	EA	4	(2.00)	2.00	$2,225.00	$4,450.00	2.00	$ 4,450.00	-	100.00%
68		Brush Pile (Habitat)	EA	4		4.00	$3,300.00	$13,200.00	4.00	$ 13,200.00	-	100.00%
69		Cobblestone Material	TN	174	(81.00)	93.00	$115.00	$10,695.00	93.00	$ 10,695.00	-	100.00%
70		Riffle Dams	EA	8	(3.00)	5.00	$4,450.00	$22,250.00	5.00	$ 22,250.00	-	100.00%
71		Slope Stability Geocells	SY	2,408	(1,310.00)	1,098.00	$25.00	$27,450.00	1098.00	$ 27,450.00	-	100.00%
72		Tensar Geogrid	LF	516	(240.00)	276.00	$10.00	$2,760.00	276.00	$ 2,760.00	-	100.00%
73		Reinforced Revetment Anchors	EA	207	(50.00)	157.00	$50.00	$7,850.00	157.00	$ 7,850.00	-	100.00%
74		Soil Log (Filter Sock, 18")	LF	3,216	(592.00)	2,624.00	$13.00	$34,112.00	2624.00	$ 34,112.00	-	100.00%
75		Pre-cast Toe Armor Units	LF	411		411.00	$95.00	$39,045.00	411.00	$ 39,045.00	-	100.00%
76		Boulder Retaining Wall	SF	485	(269.00)	216.00	$47.00	$10,152.00	216.00	$ 10,152.00	-	100.00%
77		Traffic Control	LS	1		1.00	$7,300.00	$7,300.00	1.00	$ 7,300.00	-	100.00%
78		Lighting Items	LS	1		1.00	$46,150.00	$46,150.00	1.00	$ 46,150.00	-	100.00%
CO.1		Slope Stability Removals and Replacement #1	LS		1.00	1.00	$188,131.98	$188,131.98	1.00	$ 188,131.98	-	100.00%
CO.2		Slope Stability Removals and Replacement #2	LS		1.00	1.00	$421,526.08	$421,526.08	1.00	$ 421,526.08	-	100.00%
CO.3		Slope Stability Removals and Replacement #3	LS		1.00	1.00	$68,678.14	$68,678.14	1.00	$ 68,678.14		100.00%
CO.5		Quantity Adjustments and Additional Structure Excavation/Backfill	LS		1.00	1.00	$22,856.52	$ 22,856.52	1.00	$ 22,856.52		100.00%
CO.6		Slope repair work along pond.	LS		1.00	1.00	$17,485.25	$17,485.25	1.00	$ 17,485.25		100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $2,575,129.47 $ 2,575,129.47

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/4/2014	$ 528,847.36
2	12/1/2014	$ 432,727.69
3	1/6/2015	$ 230,401.05
4	1/20/2015	$ 128,919.88
5	2/6/2015	$ 82,741.68
6	3/5/2015	$ 88,102.67
7	3/30/2015	$ 156,889.65
8	5/22/2015	$ 484,315.22
9	6/30/2015	$ 177,392.48
10	8/31/2015	$ 88,452.93
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30		
31		
32		
33		
34		
	TOTAL	$ 2,398,790.61

Record of Change Orders

#	Date	Amount
1	11/4/2014	$ 188,131.98
2	12/1/2014	$ 318,174.98
3	1/20/2015	$ 27,906.14
4	6/4/2015	$ -
5	8/31/2015	$ 11,414.52
6	3/31/2016	$ 15,572.20
7		
8		
9		
10		
11		
12		
	TOTAL	$ 561,199.82

Contract Time Remaining:

Contract Period	Completion Date
Original Contract Date:	August 4, 2014
Original Completion Date:	July 3, 2015
Change Order:	
Revised Completion Date:	August 3, 2015

ITEM NO. 8K

Johnston
COMMUNITY DEVELOPMENT

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT:	Consider approval of Change Order # 6 with Corell Contractor, Inc. for the Greenwood Hills Greenbelt – Phase II Grading and Utilities Project; Resolution 16-115.	**ACTION REQUIRED:** ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney
SYNOPSIS:	The attached Change Order # 6 has been presented and reviewed by Nilles Associates to adjust quantities for final construction and for additional work performed to correct erosion damage which occurred in a couple of areas within the project during heavy rains in late summer 2015.	
FISCAL IMPACT:	$15,572.20 for a total project cost of $2,575,129.47. The funds for this payment will come from account 342 funded by the Stormwater Utility.	
RECOMMENDATION	Staff recommends approval Resolution 16-115.	

Motion by _____, seconded by _____ to approve Resolution 16-115.

RESOLUTION NO. 16-115

A RESOLUTION APPROVING CHANGE ORDER NO. 6 FOR THE GREENWOOD HILLS GREENBELT PHASE II – GRADING AND UTILITIES PROJECT

WHEREAS, John Nilles, Nilles Associates, has reviewed the quantities for the projects construction and recommends modifications, now therefore,

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

Change Order No. 6 to adjust quantities for final construction and for additional work performed to correct erosion damage which occurred in a couple of areas within the project during heavy rains in late summer 2015 totaling $15,572.20, increasing the total project cost to $2,575,129.47 is hereby approved.

PASSED AND APPROVED this 16th day of May 2016.

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

CHANGE ORDER

Project Title: Greenwood Hills Greenbelt - Phase 2 Grading
Owner: City of Johnston
Contractor: Corell Contractor, Inc.
Address: PO Box 65430, West Des Moines, IA 50265

Change Order Number: 6

Change Order Date: March 31, 2016

Purpose of Change Order:

Final quantity adjustments based on final construction quantities and for slope repair work along the pond.

Details of Change Order:

Item #	Description	Units	Quantity Change	Unit Price	Extended Price
51	Seedbed Preparation	AC	-0.2	$ 525.00	$ (105.00)
54	Watering (1000 gallons)	EA	-40	$ 63.00	$ (2,520.00)
56	Compost Blankets	SY	1246	$ 1.80	$ 2,242.80
62	Erosion Control Mulching, Hydromulching	AC	0.11	$ 2,415.00	$ 265.65
63	Turf Reinforcement Mats	SY	30	$ 5.05	$ 151.50
74	Soil Log (Filter Sock, 18")	LF	190	$ 13.00	$ 2,470.00
76	Boulder Retaining Wall	SF	-94	$ 47.00	$ (4,418.00)
	Slope repair work along pond	LS	1	$ 17,485.25	$ 17,485.25
	Change Order Number 6 *makes the following adjustments to the contract:*				**$ 15,572.20**

Contractor Approval: Corell Contractor, Inc.
Firm Name

Signature

Date

Nilles Associates, Inc Approval:

Signature

05/10/2016
Date

Owner Approval: City of Johnston
Owner

Signature

Record of Change Orders

#	Date	Amount
Original Contract Amount		$2,013,929.65
1	11/4/2014	$188,131.98
2	12/1/2014	$318,174.98
3	1/20/2015	$27,906.14
4	6/4/2015	$0.00
5	8/31/2015	$11,414.52
6	3/31/2016	$15,572.20
7		
8		
9		
10		
11		
12		
Revised Contract amount		$2,575,129.47

ITEM NO. 8L

Johnston

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa

AGENDA COMMUNICATION

May 16, 2016

SUBJECT:

Approve purchase order to NeoGov for Human Resources Insight and Onboard Software

ACTION REQUIRED:

___ Ordinance
___ Resolution
_X_ Approval
___ Receive/File

SYNOPSIS:

In fiscal year 2014-2015 the City Council authorized the finance department to begin participating in a vendor pay program with Commerce Bank. The results of the program are a "revenue sharing" pooled program with other metro communities. The proposal approved by council was to allow the Finance Department to allocate the revenue sharing received for additional software enhancements or technology equipment which will enhance efficiencies within the finance department. In FY15 we collected $15,426 and to date in FY16 we have collected $10,672 for a total of $26,098.

Staff would like to proceed with the purchase of on-demand human resources software through NEOGOV. At this time, staff recommends proceeding with the Insight software and Onboard Software. Insight automates the entire hiring and selection process from requisition to hire and is tailored for the unique needs of public sector organizations. Onboard enables new hires to become more productive from their first day on the job by streamlining new hire paper work, processes and training. Staff participated in a hands on go-to-meeting updating us on the capabilities of the software just this week.

The City has authorized the hire of six new additional employees in FY16 and we are aware of the upcoming retirement of our Public Works Director and will be replacing our Fire Chief. The automation that will be provided with this software is exciting, efficient, and current. New hires will be impressed with our recruiting methods and once a new employee starts the onboarding for the job will be impressive.

Staff has talked with numerous Iowa clients of NEOGOV and we have received positive and encouraging remarks about the applicant tracking (Insight) software. Onboard is newer; however, this is an area of improvement Department Directors have been seeking. The City's workforce consists of Baby Boomers (1946-

18

1964), Generation X (1965-1980), and Generation Y/Millennium (1981-2000), it is time the City process applications, recruit, have online job posting and electronic job applications, online manager's portal for application review, standard hiring reports, etc., in addition to having an electronic welcome page for new hires and the ability to have the hiring documents completed electronically, stored electronically and reviewed electronically.

Attached is the proposal received from NEOGOV. NEOGOV is a preferred partner with NPELRA (which we are a member of) and therefore, we receive the discounted pricing. The annual recurring fees for the programs will be $4,780.00. The non-recurring fees are only our training costs of $4,000.00. The setup and implementation fees are discounted to $0.00.

The City's communication specialist did check with our current web provider, CivicPlus, regarding their applicant tracking module. Their initial first year fee is $7,000 and annual would be $4,500. Their software does not include the onboard module nor the required employment reports many governments have and is unable to integrate with our payroll software. Staff talked with a metro community that does have this software, however, after two years of using the software, they wish they would have went with NEOGOV due to the many options available through NEOGOV, not currently available with CivicPlus.

Local metro users for NEOGOV include Dallas, Polk, and Story Counties, the City of Des Moines, City of Urbandale, City of Ankeny, City of Ames, and Des Moines Water Works. There are additional Iowa governmental users too.

Staff would like to proceed as quickly as possible, as staff time involved in setup will be approximately 10-15 hours per week for 4-6 weeks, and departments will be looking to fill their new positions as quickly as possible after July 1st.

FISCAL IMPACT

The initial cost will be $8,780 and funds are available from the Commerce Bank Revenue Share Program.

RECOMMENDATION

Approve purchase order/agreement with NEOGOV for Insight and Onboard Human Resource Software.

NEOGOV
PROPOSAL

Johnston, City of (IA)

Attn: Teresa Rotschafer

Prepared by:

Vincent VanAuker
(310) 658-5738
vvanauker@neogov.net
300 N. Continental Blvd
El Segundo, CA 90245

EXECUTIVE SUMMARY

NEOGOV is the market and technology leader in on-demand human resources software for the public sector and higher education institutions. The company's software solutions, including Insight, Onboard, and Perform decrease hard dollar costs, reduce staff effort, and streamline human resources processes.

NEOGOV Background

More than 1,500 public sector agencies and educational institutions of all shapes and sizes use NEOGOV's hosted solutions to recruit, select, and evaluate their workforce. NEOGOV serves more than 2 million employees and processes more than 10 million applicants annually. Because our solutions are both easy-to-use and fast to implement, we are able to offer a public sector model that is low risk, but offers a high ROI at the same time.

1,500+
CUSTOMERS

10,000,000
APPLICANTS PROCESSED ANNUALLY

98%
3-YEAR GROWTH

ONE OF THE FASTEST GROWING PRIVATE COMPANIES IN LOS ANGELES

Los Angeles Business Journal

ONE OF THE FASTEST GROWING COMPANIES IN NORTH AMERICA

Inc. 5000

ONE OF THE FASTEST GROWING COMPANIES

Deloitte. Technology Fast500

Insight

Insight automates the entire hiring and selection process from requisition to hire and is tailored for the unique needs of public sector organizations and higher education institutions.

- Requisition routing & approvals
- Online job posting & interest cards
- Electronic job application & self service portal
- Online hiring managers' portal
- Panel interviews & search committee reviews
- 90 standard reports & ad hoc reporting tool

Advanced Screening

Reduce application review and screen time with Insight's auto-scoring applicant tracking software. Produce weighted scores and rankings by combining online tests, screening protocols, performance exams, and situational tests.

Eligible Lists & Online Referral

Generate and manage your weighted eligible list, including configurable scoring rules and additional points processing to rank and refer applicants.

Test Statistics, Analysis, & Scheduling

Analyze results, perform pass point analysis, check for adverse impact, view applicant flow, mean and standard deviation, item analysis, item discrimination, reliability, standard error of measurement, and more.

Search Committee Review and Scoring

Create a search committee and associate it to a job posting with the ability to add and remove committee members. This feature allows you to add scoring calculations.

Reports & Dashboards

Optimize your processes, visualize and analyze data, and fully grasp the impact of your HR initiatives. With Insight you have more than 90 standard reports, advanced ad-hoc reporting, and the dashboards you need to make your job easy.

Online Job Application & Career Portal

List open positions on your company website while maintaining its look and feel. Accept online job applications and ask job-specific supplemental questions. Track traffic and advertising sources and do away with the time and effort spent posting jobs and processing applications.

Applicant Tracking

Quickly manage all applicant and recruiting data throughout the applicant selection process. Enhance applicant and staff experience by eliminating paper and reducing bottlenecks. Generate email notifications, maintain applicant history, track applicant skills, and more.

"With our old system only 54% of applicants were applying online. Within the first three months of using NEOGOV, we have 95% of applicants applying online."

DEBBIE NISHIYAMA
State Of Hawaii

Onboard

Onboard enables new hires to become more productive from their first day on the job by streamlining new hire paper work, processes and training.

- Welcome page for new hires
- I9, W4 and custom forms
- Onboarding checklists
- Digital Signatures
- Internal approvals and workflow
- Standard and ad hoc reports

I-9 & W-4 Forms

New hires complete I9 and W4 forms online in minutes. Employees can sign forms using a mouse, allowing them to complete their new hire checklist online prior to day one.

Online Forms

With Onboard, you can assign forms to specific employees, groups, and departments. Set up your required fields and approval routing, and you're done.

Digital Signatures

Signatures look just like wet signatures because employees can use their hand and mouse to sign any online form. Additionally, new employees have their own access accounts with unique credentials for strengthened authentication and security.

New Hire Self Service Portal

Configure your new hire portal with interactive social collaboration, questions and answers, documents, trainings, and videos. Communicate your organization's mission and values, and relevant training information to new hires while they are going through the onboarding process.

"Onboard greatly cut backs on the amount of time we need to spend with every employee. It's nice to be able to give the new employee information before they start. They are excited to get started and learn more about us."

MARLENE ERGEN
College of Saint Benedict
Saint John's University

Perform

Perform is the only full-featured employee performance management software in the marketplace that's packed with functionality for the public sector and educational institutions.

- Configurable performance evaluation forms
- Competency and goal management
- 360 feedback and self evaluations
- Automatic email reminders
- Social collaboration
- Reports and dashboards

Online Performance Evaluation Forms

Automate year-end and probationary employee appraisals and allow your HR team to replace manual systems. Measure competencies and goals, develop succession plans, and automate the employee evaluation process.

Reports And Dashboards

Analyze employee performance data to identify skill gaps and optimize employee development. Track progress on measured organizational alignment and progress against goals.

Manage Competencies

Identify competency and skill gaps within your organization using one-on-one and/or 360 feedback, self-ratings, and competency models. Generate individual development plans and recommend trainings based on an employee's competency scores.

"The ease and flexibility of having performance evaluations online has been a huge factor that generates positive feedback from employees."

DARCY LOWERY
City of Avondale

IMPLEMENTATION STEPS

NEOGOV's world-class implementation, training, and support help you make the most of NEOGOV's powerful solutions. As part of your Insight implementation, NEOGOV conducts a project kick-off meeting to review the project timeline, deliverables, and establish project expectations. As your proactive partner, NEOGOV will establish an agency-specific training environment that will be used during training and post-training to allow you to learn the system and begin defining new roles, responsibilities, and activities within the HR staff.

In order to ensure your success, NEOGOV will deliver online training videos to agency recruiters. We also provide all required user exercises and user guides to the agency.

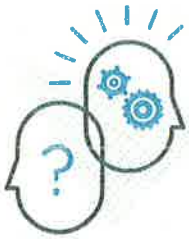
Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize NEOGOV. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

1 Build your team

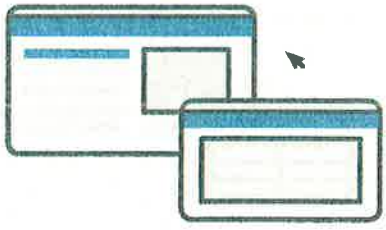
2 Project kickoff

3 Online training

4 Practical learning



5 Prepare production environment



6 Go live!

Order Form

NEOGOV™

Customer:	Bill To:
Johnston, City of (IA)	Attn: Teresa Rotschafer *Same as Customer Information*

Quote Date:		**Revision:**	1
Valid From:			
Valid To:	Today plus 60 days		
		Order Number:	
Requested Service Date:		**Initial Term:**	12 Months

Order Summary

Annual Recurring Fees

Line	Description[1]		Annual Recurring Cost
1.	Insight Enterprise Edition (IN)		
	IN License	*Discounted*	***$2,595.00***
2.	GovernmentJobs.com Job Posting Subscription (GJC)		
	GJC License	*Discounted*	***$635.00***
3.	Perform (PE)		
	PE License	*Not Selected*	
4.	Onboard (ON)		
	ON License	*Discounted*	***$1,550.00***
5.	NEOGOV Integrations		
	Integration Maintenance	*Not Selected*	
		Sub Total:	***$4,780.00***

NG Product MGR _____ _____ _____ _____

Order Form

NEOGOV™

Non-Recurring Fees

Line	Description[1]		Non-Recurring Fees
NEOGOV Services			
6.	Insight (IN)		
	Setup and Implementation	*Discounted*	***$0.00***
	Training	*Discounted*	***$2,500.00***
	Perform (PE)		
	Setup and Implementation	*Not Applicable*	
	Training	*Not Applicable*	
	Onboard (ON)		
	Setup and Implementation	*Discounted*	***$0.00***
	Training	*Discounted*	***$1,500.00***
	Onboard form building as Professional Service[2]		See below
	NEOGOV Integrations		
	Setup and Configuration	*Not Applicable*	
		Sub Total:	***$4,000.00***
		Order Total:	**$8,780.00**

[1]More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

[2]NEOGOV ON includes I9 and W2 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms $295 per form
- Dynamic Form $195 per form
- Updates to existing forms $200 an hour

Additionally, during the term of any subscription license, the Customer will be provided:
Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

NG Product MGR _____ _____ _____ _____

Order Form

NEOGOV™

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

NG Product MGR _____ _____ _____ _____

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W2 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms $295 per form
- Dynamic Form $195 per form
- Updates to existing forms $200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include: □

- Business Process Re-engineering
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV to re-configure integrations

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Order Form

NEOGOV™

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price (including any Integrations) is payable within thirty (30) days of the NEOGOV creation of the associated production environment for the Customer. (LICENSE)

Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of NEOGOV delivery of training materials for the associated production environment. (TRAINING)

Software Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of NEOGOV delivery of implementation materials for the associated production environment. (SETUP)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		**NEOGOV**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

ITEM NO. 8M

Johnston
COMMUNITY DEVELOPMENT

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT:	**ACTION REQUIRED:**
Consider Resolution 16-116, initiating an official zoning map amendment to rezone approximately 13.88 acres and adjoining right-of-way from A-R, Agricultural Reserve District to R-1(75), Single-Family Residential District by referring to the Planning and Zoning Commission for review and recommendation. The subject property is located west of NW 100th Street and approximately 275 south of the Johnston City Limits (adjacent to Camp Dodge).	___ Ordinance ___ Resolution X Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The property owner has requested a rezoning of their property from A-R, Agricultural Reserve District to R-1(75) Single-Family Residential District. Chapter 166.15 of the City of Johnston Code of Ordinances allows the City Council to initiate a zoning map amendment upon written request of the property owner. This resolution initiates said request by referring to the Planning Commission for review and recommendation.
RECOMMENDATION:	Accept the petition/owner's request and initiate an official zoning map amendment by referring this request to the Planning and Zoning Commission for review and recommendation.

Attachments:
Rezoning Petition/written request of property owner;
Vicinity Map;

M8

RESOLUTION 16-116

A RESOLUTION INITIATING AN OFFICIAL ZONING MAP AMENDMENT FOR APPROXIMATELY 13.88 ACRES AND ADJOINING RIGHT-OF-WAY FROM A-R, AGRICULTURAL RESERVE DISTRICT TO R-1(75), SINGLE-FAMILY RESIDENTIAL DISTRICT BY REFERRING TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION. THE SUBJECT PROPERTIES ARE LOCATED WEST OF NW 100TH STREET AND APPROXIMATELY 275 FEET SOUTH OF THE JOHNSTON CITY LIMITS

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

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

PASSED AND APPROVED this 16th day of May 2016.

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

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

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: May 9th 2016

We, the owners of property located at 8094 NW 100th Street respectfully petition you to amend the Johnston Zoning Ordinance by rezoning the following legally described property:

Parcels 'A', 'B', & 'M' of Lot 11, Elmerodo Estates Plat 2 and the SE¼ of Section 28, Township 80 North, Range 25 West of the 5th P.M., All being official parcels recorded in Book 12070, Page 121 at the Polk County recorder's office. Now within the city of Johnston, Polk County, Iowa.

from the A-R District to the R-1(75) 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

8094 NW 100th St
Address

240-2729
Phone Number

Attachments

** **

FOR OFFICE USE ONLY

Petition Received By: ______________________ Date: ______________

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

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.
DATE REC'D: 05/09/16
CASE NO.: PZ 16-13

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.
DATE REC'D: 05/09/14
CASE NO.: PZ 14-13

PETITION FOR CHANGE IN ZONING CLASSIFICATION

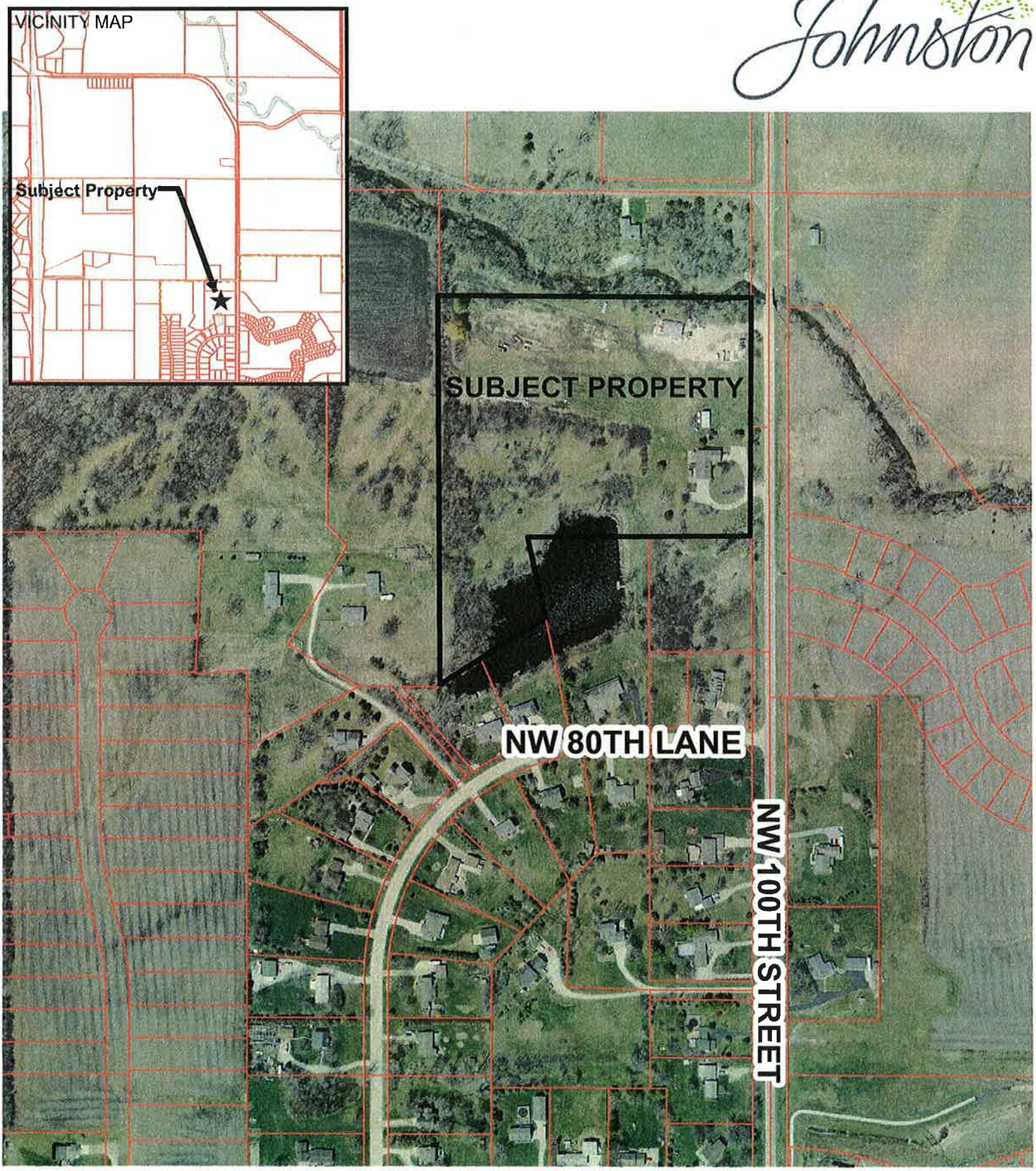
Legal Description of Property: see attached

from the A-R (Present Zoning) District to the RH(75) (Proposed Zoning) District.

Property Owners within 250 Feet of the Area Petitioned for Rezoning:

Date	Printed Name	Address	Signature
	Mark Shryock	8094 NW 100th St	

PZ CASE 16-13
HIDDEN VALLEY ESTATES ZONING MAP AMENDMENT



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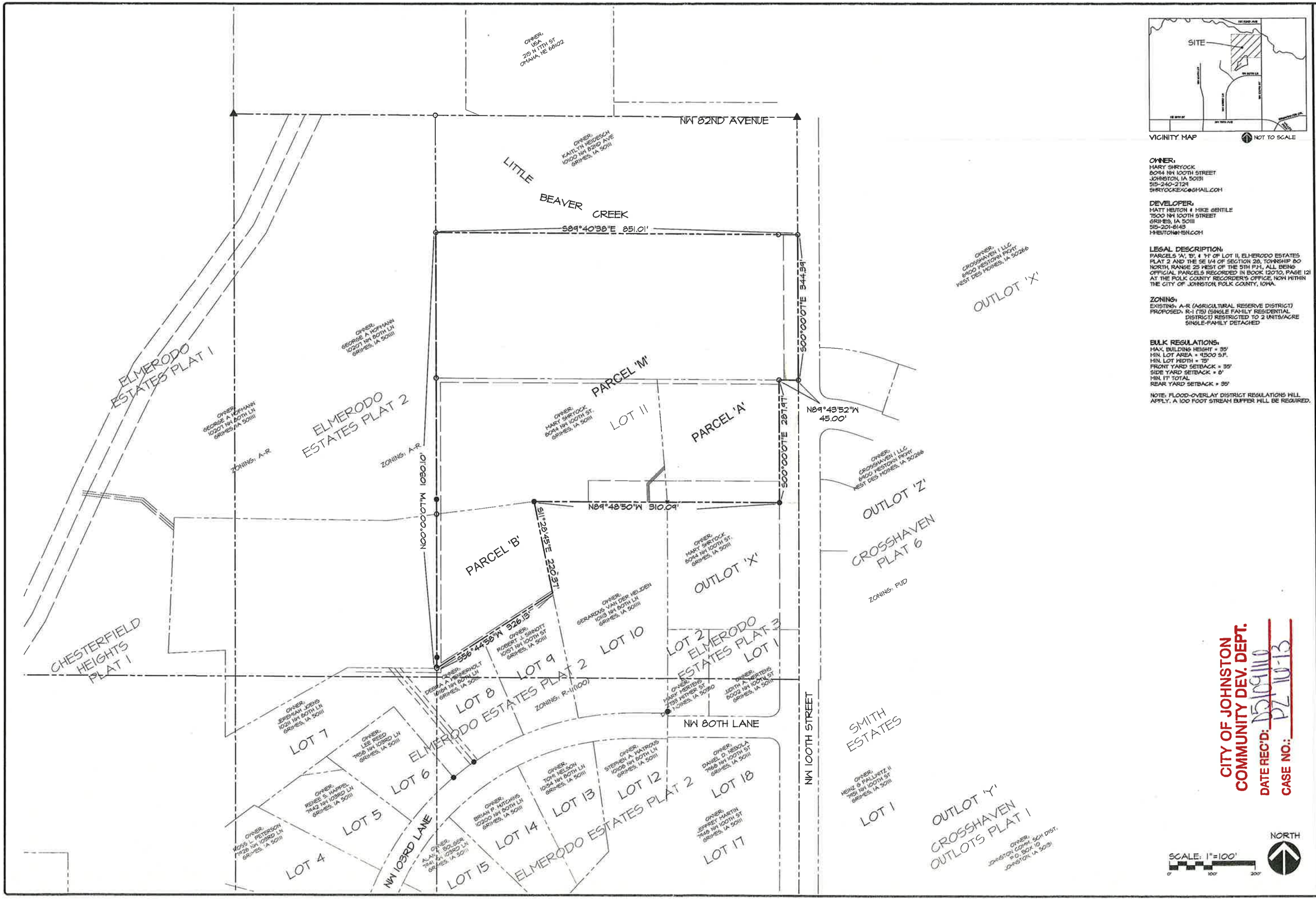
W E
S

0 1,400 2,800 5,600 8,400 11,200 Feet

1 inch = 333 feet

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

H:\Community Development\P&Z\2016 PZ\PZ 16-13 Hidden Valley Estates Zoning Map Amendment - 8094 NW 100th St\aerial vicinity PZ 16-13.mxd



VICINITY MAP NOT TO SCALE

OWNER:
MARY SHRYOCK
8094 NW 100TH STREET
JOHNSTON, IA 50131
515-240-2724
SHRYOCKEXC@GMAIL.COM

DEVELOPER:
MATT HEUTON & MIKE GENTILE
7500 NW 100TH STREET
GRIMES, IA 50111
515-201-8143
MHEUTON@HSN.COM

LEGAL DESCRIPTION:
PARCELS 'A', 'B', & 'M' OF LOT 11, ELMERODO ESTATES PLAT 2 AND THE SE 1/4 OF SECTION 28, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., ALL BEING OFFICIAL PARCELS RECORDED IN BOOK 12070, PAGE 121 AT THE POLK COUNTY RECORDER'S OFFICE, NOW WITHIN THE CITY OF JOHNSTON, POLK COUNTY, IOWA.

ZONING:
EXISTING: A-R (AGRICULTURAL RESERVE DISTRICT)
PROPOSED: R-1 (75) (SINGLE FAMILY RESIDENTIAL DISTRICT) RESTRICTED TO 2 UNITS/ACRE SINGLE-FAMILY DETACHED

BULK REGULATIONS:
MAX. BUILDING HEIGHT = 35'
MIN. LOT AREA = 9,500 S.F.
MIN. LOT WIDTH = 75'
FRONT YARD SETBACK = 35'
SIDE YARD SETBACK = 6'
MIN. 17' TOTAL
REAR YARD SETBACK = 35'

NOTE: FLOOD-OVERLAY DISTRICT REGULATIONS WILL APPLY. A 100 FOOT STREAM BUFFER WILL BE REQUIRED.

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.
DATE REC'D: 05/09/2016
CASE NO.: PZ 16-13

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com
CEC

REVISIONS		COMMENTS
1		
2		
3		
4		
5		MHH
6		PLD

DATE:	05-04-16
DATE OF SURVEY:	
DESIGNED BY:	MHH
DRAWN BY:	PLD

HIDDEN VALLEY ESTATES
JOHNSTON, IOWA

REZONING SKETCH

SHEET 1 OF 1

E-7538

Q:\E-FILES\E-7000\E7538_C3D Drawings\Construction Documents\E7538 BASE.dwg, 5/9/2016 11:07:26 AM, pdoumeto, 1:2

ITEM NO. 8N

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16th, 2016

SUBJECT:

Consider setting June 6th, 2016, at 7:00 p.m., as the date and time for a public hearing to consider the partial vacation of an Overland Flowage Easement and a Conservation Easement for the area within Lots 5 and 6 of The Reserve at Orchard Meadows; Resolution 16-104.

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

SYNOPSIS:	Carol Kohles desires to eliminate a portion of an existing Overland Flowage Easement and a portion of an existing Conservation Easement located along the eastern boundary of her property, Lot 5 of The Reserve at Orchard Meadows. Kohles Development LLC desires to eliminate a portion of an existing Overland Flowage Easement and a portion of an existing Conservation Easement located along the eastern boundary of Lot 6 of The Reserve at Orchard Meadows. Since the easements are platted, the City Council must conduct a public hearing to vacate the City's interest in the existing easements. A graphic of the existing easements is attached.
RECOMMENDATION:	Approval of Resolution 16-104, which would set the date and time of the Public Hearing for June 6th, 2016 at 7:00 p.m.

Attachment:
The Reserve at Orchard Meadows Final Plat (Easements to be vacated shown in red)
Aerial Vicinity Map (Easements to be vacated shown in red)

18

RESOLUTION 16-104

A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING FOR 7:00 PM ON JUNE 6TH, 2016 TO CONSIDER THE PARTIAL VACATION OF AN EXISTING OVERLAND FLOWAGE EASEMENT ON LOT 5 AND LOT 6 OF THE RESERVE AT ORCHARD MEADOWS AND THE PARTIAL VATION OF AN EXISTING CONSERVATION EASEMENT ON LOT 5 AND LOT 6 OF THE RESERVE AT ORCHARD MEADOWS

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

The Public Hearing to consider the vacation of an existing Overland Flowage Easement and an existing Conservation Easement located for the area within Lots 5 and 6 of The Reserve at Orchard Meadows is hereby set for June 6th, 2016, at 7:00 p.m.

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

_____

PAULA DIERENFELD, MAYOR

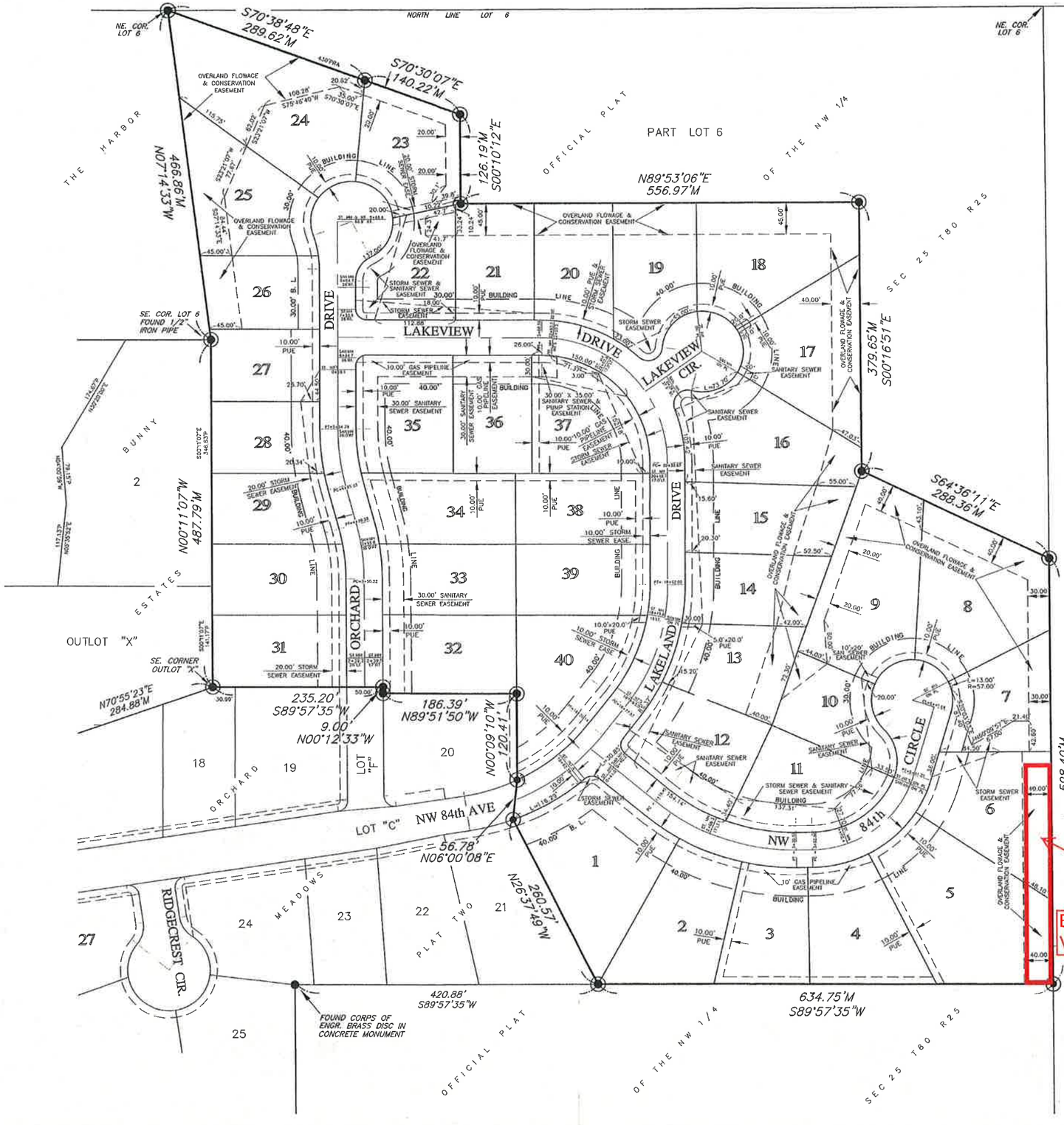
ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

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

The Reserve at Orchard Meadows
final plat



SCALE: 1"=70'

BAR SCALE 0 35 70 105 140

LEGEND:

- ◉ INDICATES PLAT CORNER FOUND 3/4" IRON PIPE UNLESS OTHERWISE NOTED
- P INDICATES PLATTED DISTANCE.
- M INDICATES MEASURED DISTANCE.
- PUE PUBLIC UTILITY EASEMENT
- MH MANHOLE
- INT INTAKE
- ST. STORM SEWER
- SAN. SANITARY SEWER
- LT. LEFT
- RT. RIGHT
- PL PROPERTY LINE

NOTES:

ZONING:

PUD PLANNED UNIT DEVELOPMENT IN ACCORDANCE WITH THE CITY OF JOHNSTON, IOWA ORDINANCE No. 708 APPROVED APRIL 4, 2005 AND IN EFFECT APRIL 8, 2005.

BULK REQUIREMENTS:

THE PROPERTY SHALL BE DEVELOPED UTILIZING THE BULK REGULATIONS OR THE R-1(100) ZONING DISTRICT EXCEPT THE FOLLOWING PROVISIONS: SHALL APPLY:

FRONT YARD SETBACK OF 30 FEET FOR LOT 7, 8, 9, 10 AND 20 THRU 26 INCLUSIVE.

R-1 BULK REGULATIONS:

FRONT YARD=40 FEET MINIMUM
REAR YARD= 40 FEET MINIMUM
SIDE YARD= 10 FEET MINIMUM & 25 FEET COMPOSITE.

SERVICES: LOCATION AND DEPTH OF ALL SERVICES TO INDIVIDUAL LOTS SHALL BE VERIFIED BY THE CONTRACTOR/BUILDER PRIOR TO CONSTRUCTION.

JOHNSON CITY COUNCIL
APPROVED ☒ WITH CONDITIONS ☐
DISAPPROVED ☐
MEETING DATE 11-6-06
RESOLUTION NO. 06-251
ORDINANCE NO.

NUMBER	REVISIONS	DATE	BY
4			
3			
2			
1			

The Reserve at Orchard Meadows
final plat

JOEL R. ROMEY
LICENSED
12971
IOWA
PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE RENEWAL DATE: DECEMBER 31, 2007

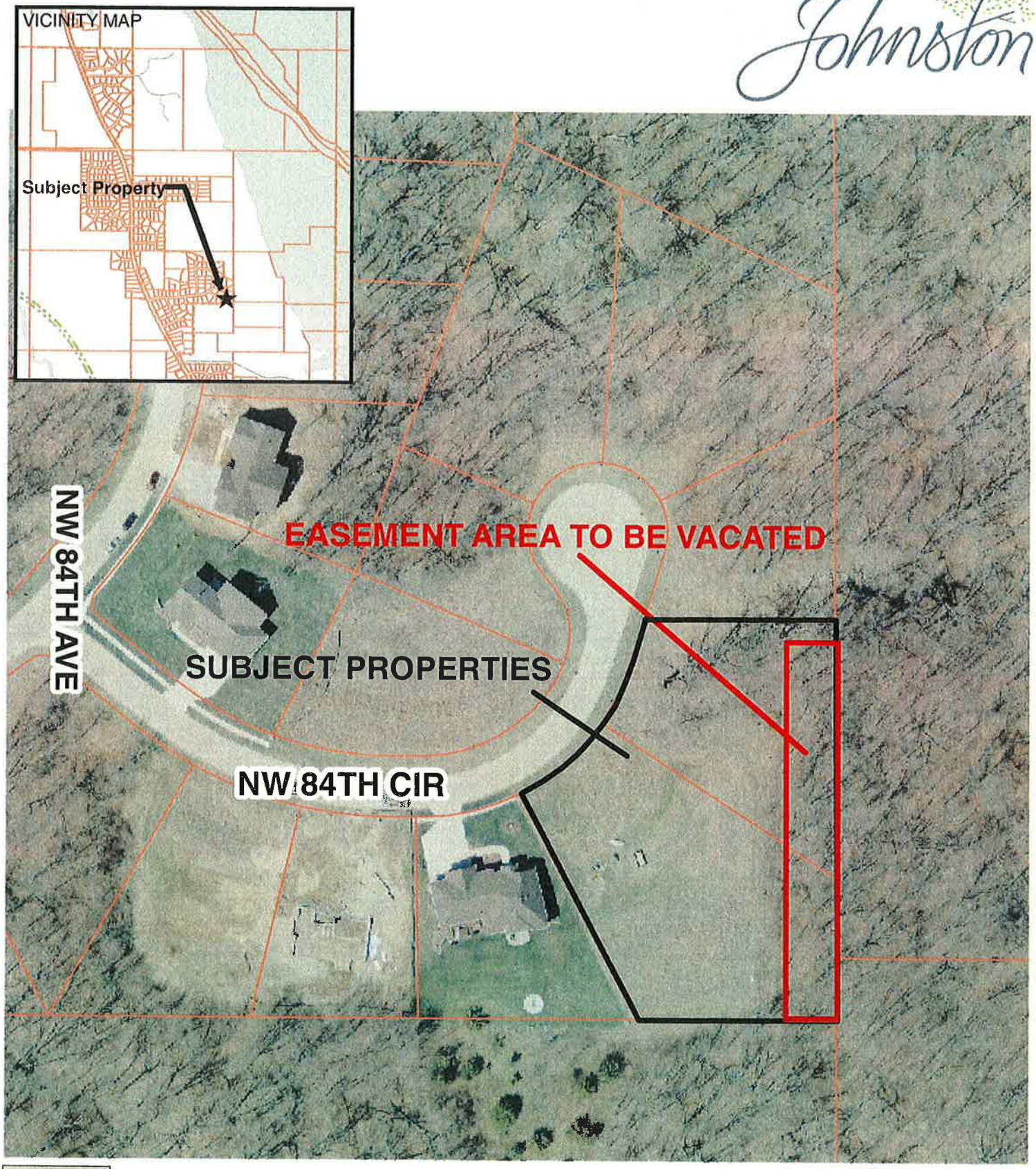
SIGNED: Joel R. Romey
JOEL R. ROMEY

DATE: 11/15/06

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

REFERENCE NUMBER 020638
DRAWN BY JRR
CLIENT NUMBER 198
PROJECT NUMBER '05-0560
SHEET 2 OF 2

EASEMENT VACATION FOR LOT 5 AND LOT 6 OF THE RESERVE AT ORCHARD MEADOWS



N
W E
S

0 1,400 2,800 5,600 8,400 11,200 Feet

1 inch = 104 feet

Created by City of Johnston Department of Community Development

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

H:\Community Development\P&Z\Previous Years\2006 pz\06-48; Reserve at Orchard Meadows Final Plat\Lot 5 & 6 Easement Vacation\Lot 5 & 6 of The Reserve at Orchard Meadows Easement Vacation.mxd

ITEM NO. 30

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Consider reimbursement to Fareway.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The contractor on the NW 60th Avenue project was to pour three approaches on the south side of the property into the new Fareway Store. The approaches were to be 7" thick, Fareway has requested they be poured 8" thick. We will removed the approaches from our project and Fareway will be responsible for the approaches. The funds that were in the project will go to Fareway to be used towards the 8" thick approaches. The amount for the three approaches is $12,283.00. We will be inspecting the work done by Fareway. This is done with all approaches that are constructed in the right of way within the City. There is also a need to remove one tree to install the storm sewer for the NW 60th Avenue project. We have determined that reimbursement for that tree will be $300.00.
FISCAL IMPACT	Total reimbursement to Fareway $12,583.00
RECOMMENDATION:	Approve

Motion by _____, seconded by _____, Approve reimbursement to Fareway.

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

ITEM NO. 8P

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Consider Resolution No. 16-112 A Resolution Authorizing a Public Hearing for Condemnation of Fee Title Property Acquisition and Temporary Construction Easement for Property located at 5401 NW 57th Avenue	ACTION REQUIRED: ___ Ordinance _X_ Resolution ___ Approval ___ Receive/File _X_ Attorney Review

SYNOPSIS:	The city needs to acquire 10 feet of right of way and a temporary construction easement to construct public improvements to NW 57th Avenue. The improvements are a part of the East of Merle Hay Road project and include upgrading the water system, installing sanitary sewer and storm sewer and reconstruction of the road. The city has been working with the property owner since June 2015 to acquire the necessary right of way and construction easement. The City continues to work with the property owner to acquire the right of way and easements, but it is critical to begin the condemnation process in the event we are not successful, otherwise there is a risk the public improvements will not be completed in the necessary timeframe. This action sets Monday, June 6, 2016 at 7:00 p.m. as the date for the public hearing on the condemnation.
FISCAL IMPACT	The cost to complete a property appraisal and to engage the city attorney in the city attorney in the condemnation process.
RECOMMENDATION:	Approve

18

RESOLUTION NO. 16-112

RESOLUTION AUTHORIZING PUBLIC HEARING FOR CONDEMNATION OF PROPERTY OWNED BY

SHARRIE L. MCKINNEY

WHEREAS, The City of Johnston is desirous of proceeding to condemnation to condemn property by fee Title and a temporary construction easement for the construction of public improvements (water, sanitary sewer, storm sewer) and the reconstruction of NW 57th Avenue.

WHEREAS, SHARRIE L. MCKINNEY is the owner of the property to be condemned and said property is Legally described as follows:

LEGAL DESCRIPTION FOR THE PROPERTY SUBJECT TO THE FEE TITLE ACQUISITION (Exhibit A):

A PARCEL OF LAND LOCATED IN PART OF LOT 13 OF FRUITLAND, NOW IN AND FORMING PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 06' 22" WEST, 646.66 FEET ALONG THE WEST LINE OF SAID SECTION 7, THENCE NORTH 89° 06' 29" EAST, 1179.92 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 57TH AVENUE TO THE POINT OF BEGINNING; THENCE NORTH 00° 23' 06" EAST, 10.00 FEET; THENCE NORTH 89° 06' 29" EAST, 133.33 FEET; THENCE NORTH 00° 23' 06" EAST, 133.93 FEET; THENCE NORTH 89° 06' 29" EAST, 10.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 54TH COURT; THENCE SOUTH 00° 23' 06" WEST, 143.94 FEET ALONG SAID LINE TO THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 57TH AVEUNE; THENCE SOUTH 89° 06' 29" WEST, 143.34 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 2,773 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

PROPERTY SUBJECT TO THE TEMPORARY CONSTRUCTION EASEMENT:

Exhibit B, parcel contains 2,773 square feet or 0.06 acres more or less

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 6th day of June, 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

Prepared by Steven Zeets, 8191 Birchwood Court, Suite L, Johnston, IA 50131 Phone: 515-254-1393

ACQUISITION PLAT

EXHIBIT "A"

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF JOHNSTON
NW 57TH AVENUE IMPROVEMENTS
PARCEL 09

PROPERTY OWNER:
MCKINNEY, SHARRIE L. (TRUST)
6515 MERLE HAY ROAD
JOHNSTON, IOWA 50131
BOOK 14873, PAGES 218

LEGAL DESCRIPTION:

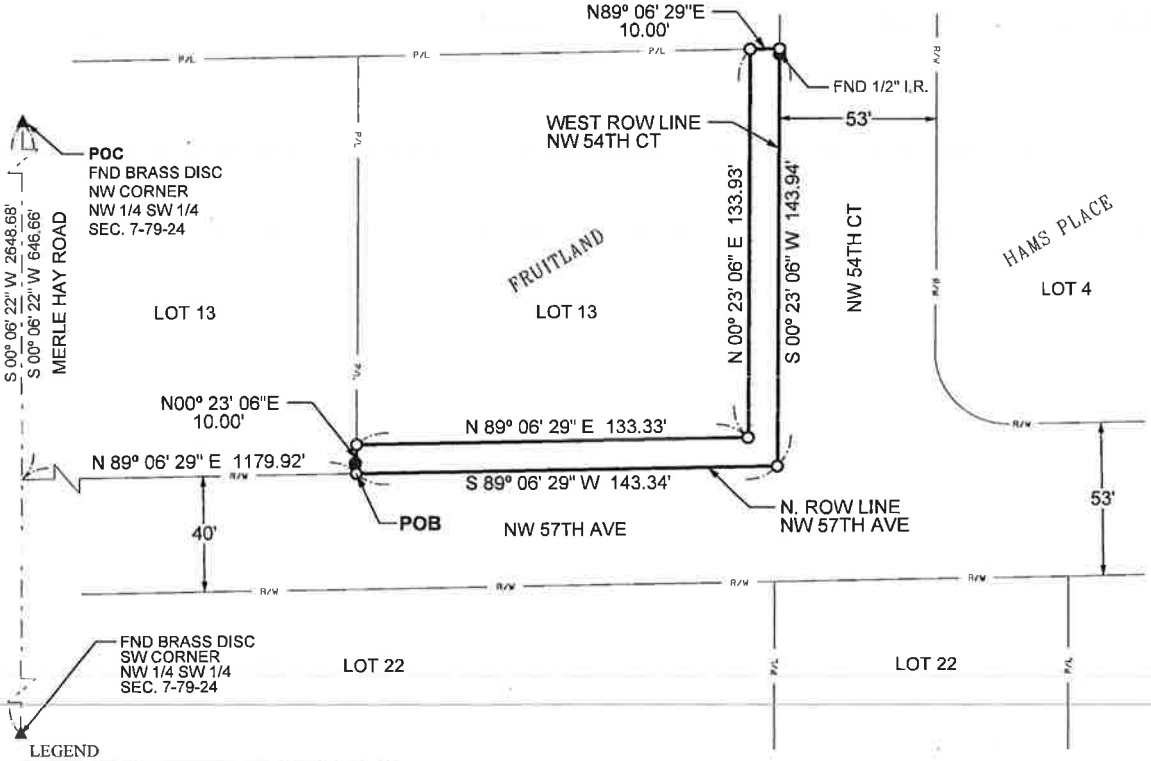
A PARCEL OF LAND LOCATED IN PART OF LOT 13 OF FRUITLAND, NOW IN AND FORMING PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 06' 22" WEST, 646.66 FEET ALONG THE WEST LINE OF SAID SECTION 7, THENCE NORTH 89° 06' 29" EAST, 1179.92 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 57TH AVENUE TO THE POINT OF BEGINNING; THENCE NORTH 00° 23' 06" EAST, 10.00 FEET; THENCE NORTH 89° 06' 29" EAST, 133.33 FEET; THENCE NORTH 00° 23' 06" EAST, 133.93 FEET; THENCE NORTH 89° 06' 29" EAST, 10.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 54TH COURT; THENCE SOUTH 00° 23' 06" WEST, 143.94 FEET ALONG SAID LINE TO THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 57TH AVEUNE; THENCE SOUTH 89° 06' 29" WEST, 143.34 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 2,773 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

N

0 25 50
FEET

NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

▲	FOUND SECTION CORNER MONUMENT
●	FOUND 5/8" GAS PIPE (UNLESS NOTED)
O	SET 1/2" REROD W/YELLOW CAP#18377 (UNLESS NOTED)
I.R.	IRON REROD
I.P.	IRON PIPE
(M)	MEASURED DIMENSION
(R)	RECORDED DIMENSION
— - — -	SECTION LINE
—R/W—	RIGHT-OF-WAY LINE
- - - -	EASEMENT LINE
———	PROPERTY LINE

FIELD SURVEY COMPLETED: OCTOBER 2014

LICENSED PROFESSIONAL LAND SURVEYOR
STEVEN N. ZEETS
18377
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

STEVEN N. ZEETS, L.S. DATE
License Number: 18377
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF JOHNSTON
6400 NW BEAVER DRIVE
JOHNSTON, IA 50131
PHONE: (515) 278-0822

FOTH PROJECT NO. 14J016-01 DATE: 6/5/2015

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

ITEM NO. 8Q

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Consideration of Resolution No.16-111 A resolution approving change order No. 2 for the 54th Avenue & 100th Street project.	ACTION REQUIRED: ___ Ordinance _x_ Resolution #02 _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The City of Urbandale has submitted a change order on the 54th Avenue & 100th Street project. Change order no. 2 is for the change from non-reinforced pavement to continuous reinforced pavement. This change order will also add 5 days to the project. Per the 28E on this project the City's portion of the change order is 22%	
FISCAL IMPACT	Total change order amount Johnston's portion of the change order	$215,275.07 $ 47,360.52
RECOMMENDATION:	Approval	

Motion by _____, seconded by _____, Consideration of Resolution No. 16-111-A Resolution approving Change Order No. 2 for 54th Avenue & 100th Street Project.

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

RESOLUTION NO. 16-111

A RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR THE 54TH & 100TH STREET PROJECT.

WHEREAS, John Larson, City of Urbandale, 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 to change from non-reinforced pavement to continuous reinforced pavement. This change order will also add five days to the project.

This change order will increase the amount of Johnston's portion by $47,360.52.

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

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

IOWADOT

Form 830240 (11-15)

Accounting ID: 33029

Contract Modification No: 2

C-1 – Settlement for cost of work to be made as follows:

7007- 38788.3 SY x $5.55 = $215,275.07

C-2 – Justification for cost(s):

7007- Price falls within the IDOT 2015 Summary of Awarded prices for this bid item. 5 Additional Working Days will be added to project. It was the intent to be continuously reinforced based on the typical section but a detail was not included in the plans. The contractor did not include the reinforcement in the bid item.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number – Description	Unit Price .xxx	Quantity .xxx	Amount .xx
7007	Bid Item No. 009,2301-1033085, Standard or Slip Form PCC Pavement, CI. C, CI. 3 Durability, 8.5 in	$ 5.550	38,788.300	$ 215,275.07
7				
7				
7				
7				
7				
7				
7				
			TOTAL	$ 215,275.07

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8						
8						
8						
8						
8						
8						
8						
8						
					TOTAL	$ 0.00

IOWA DOT

Form 830240 (11-15)

CONTRACT MODIFICATION

No: 2

	Part	Non-Part
Non-Substantial	☐	☐
Substantial	☑	☐

Concurrence Date

Contract ID: 77-7875-638
Accounting ID: 33029
Kind of Work: PCC Pavement Widening
Contractor: Concrete Technologies, Inc.

County: Polk
Project No: STP-U-7875(638)--70-77
Date Prepared: April 13, 2016

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

7007- Bid item No. 009, 2301-1033085, Standard or Slip Form PCC Pavemement, Cl. C, Cl. 3 Durability, 8.5 In. Change bid item to add continuous steel reinforcement paving. Add #4 Longitudinal and transverse bars at 5 foot spacing and offset at the centerline of the pavement. Increase bid item by $5.55/SY from $46.50/SY to $52.05/ay

B – Reason for change or extra work:

Change 8.5 IN PCC Pavement from Non-Reinforced to Continuous Reinforced Pavement.

Contract Time Adjustment: ○ No Time Added ◉ Time Added 5 ○ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: Trent D Petersen (Contractor) 4-20-16 (Date) Recommended: _____ (Project Engineer) _____ (Date)

Approved: _____ (District Staff) _____ (Date) Approved: _____ (Central Office (when Applicable)) _____ (Date)

Federal Participation ○ Approved ○ Not Eligible FHWA Concurrence: _____ (FHWA (If required)) _____ (Date)

ITEM NO. 8R

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Consideration of Resolution No.16-110 A resolution approving change order No. 1 for the 54th Avenue & 100th Street project.	ACTION REQUIRED: ___ Ordinance _x_ Resolution WOC _x_ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	The City of Urbandale has submitted a change order on the 54th Avenue & 100th Street project. Change order no. 1 is for changes in the grading at the intersection of 54th Avenue & 100th Street. This is due to utility conflicts in the area. Per the 28E on this project the City's portion of the change order is 22%	
FISCAL IMPACT	Total change order amount Johnston's portion of the change order	$10,030.25 $ 2,206.66
RECOMMENDATION:	Approval	

Motion by _____, seconded by _____, Consideration of Resolution No. 16-110-A Resolution approving Change Order No. 1 for 54th Avenue & 100th Street Project.

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

RESOLUTION NO. 16-110

A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE 54TH & 100TH STREET PROJECT.

WHEREAS, John Larson, City of Urbandale, 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 changes in the grading due to utility conflicts at 100th street and 54th Avenue.

This change order will increase the amount of Johnston's portion by $2,206.66.

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

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

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

IOWADOT

Form 830240 (11-15)

Accounting ID: 33029

Contract Modification No: 1

C-1 – Settlement for cost of work to be made as follows:

7001- 1,178 CY x $12.60 = $14842.80
7002- 1,458 CY CR x $3.55= $5,175.90 CR
7003- 1 Each CR x $2,020.00 =$2,020.00 CR
7004- 1 Each x $2,425.00 = $2,425.00
7005- 35 LF x $64.65= $2,262.75
7006- 28 LF CR x $82.30= $2,304.40 CR

C-2 – Justification for cost(s):

Cost as per Contract. No added Working Days to Contract.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number – Description	Unit Price .xxx	Quantity .xxx	Amount .xx
7001	2102-2825001, Embankment, In Place, Contractor Furnished.	$ 12.600	1,178.000	$ 14,842.80
7002	2102-2710070, Excavation Cl 10, Roadway and Borrow.	$ 3.550	-1,458.000	-$ 5,175.90
7003	2416-0100030, Aprons, Concrete, 30 In. Dia.	$ 2,020.000	-1.000	-$ 2,020.00
7004	2435-0251300, Intake, SW-513,	$ 2,425.000	1.000	$ 2,425.00
7005	2503-0114224, Storm Sewer, Trenched, 24 IN Dia.	$ 64.650	35.000	$ 2,262.75
7006	2503-0114230, Storm Sewer, Trenched, 30 IN Dia.	$ 82.300	-28.000	-$ 2,304.40
7				
7				
			TOTAL	$ 10,030.25

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8						
8						
8						
8						
8						
8						
8						
8						
					TOTAL	$ 0.00

IOWA DOT

Form 830240 (11-15)

CONTRACT MODIFICATION

No: 1

	Part	Non-Part
Non-Substantial	☑	☐
Substantial	☐	☐

Concurrence Date

Contract ID: 77-7875-638
Accounting ID: 33029
Kind of Work: PCC Pavement Widening
Contractor: Concrete Technologies, Inc.

County: Polk
Project No: STP-U-7875(638)--70-77
Date Prepared: April 8, 2018

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

7001- Bid Item No. 002, 2102-2625001, Embankment, In Place, Contractor Furnished. Add 1,178 CY to Plan Quantity. Cost per contract.
7002- Bid Item No. 003, 2102-2710070, Excavation Cl 10, Roadway and Borrow. Decrease Plan Quantity by 1,458 CY. Cost per contract.
7003- Bid Item No. 021, 2416-0100030, Aprons, Concrete, 30 In. Dia. Decrease Plan Quantity from 1 Each to 0 Each.
7004- Bid Item No. 032, 2435-0251300, Intake, SW-513, Add 1 Each to Plan Quantity. Cost per Contract.
7005- Bid Item No. 035, 2503-0114224, Storm Sewer, Trenched, 24 IN Dia. Increase Plan Quantity from 1642 LF to 1807.00 LF
7006- Bid Item No. 036- 2503-0114230, Storm Sewer, Trenched, 30 IN Dia. Decrease Plan Quantity from 838 LF to 810 LF

B – Reason for change or extra work:

Due to utility conflicts at 100th Street and 54th Avenue the grading is being revised.

Contract Time Adjustment: ◉ No Time Added ○ Time Added _____ ○ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: Fred Petersen — Contractor — 4/20/16 — Date

Recommended: _____ — Project Engineer — _____ — Date

Approved: _____ — District Staff — _____ — Date

Approved: _____ — Central Office (when Applicable) — _____ — Date

Federal Participation ○ Approved ○ Not Eligible

FHWA Concurrence: _____ — FHWA (if required) — _____ — Date

ITEM NO. 8S

Johnston

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Approval to purchase water meters.	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval WDC ___ Receive/File ___ Attorney Review

SYNOPSIS:	The Water Department maintains an inventory of water meter and necessary accessories. To restock the department's inventory of water meters and accessories a quote was provided by Ferguson Waterworks. Ferguson Waterworks has provided a quote to purchase various meters, flange kits, and registers. A copy of the quote is attached with quantities. Ferguson Waterworks is the single source for Neptune Water Meters.	
FISCAL IMPACT	Water Resale Merchandise	$24,946.44
RECOMMENDATION:	Approve	

Motion by _____, seconded by _____, Approval to purchase water meters.

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

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FERGUSON Waterworks

FERGUSON WATERWORKS #2516
1917 1ST AVE N
FARGO, ND 58102-4118

Deliver To: bradley.klein@ferguson.com
From: Bradley Klein
Comments:

21:36:57 MAY 03 2016

FERGUSON WATERWORKS #2516
Price Quotation
Phone : 701-293-5511
Fax : 701-232-8129

Bid No.....: B067235
Bid Date....: 05/03/16
Quoted By.: BCK

Cust 515-727-1164
Terms.....: NET 10TH PROX

Customer: CITY OF JOHNSTON
PO BOX 410
JOHNSTON, IA 50131-0410

Ship To: CITY OF JOHNSTON
PO BOX 410
JOHNSTON, IA 50131-0410

Cust PO#...: 1" & LARGER

Job Name: 1" & LARGER

Item	Description	Quantity	Net Price	UM	Total
NED2F11R6G7	1 T10 MTR PRO USG	64	219.750	EA	14064.00
NED2H11R6G7	1-1/2 T10 MTR PRO USG	2	457.500	EA	915.00
NEC2AR7G7	2 HP T/F CMPD PRO USG 6 WHL PIT	6	1290.000	EA	7740.00
NET4AR7G7	2 HP TURBINE MTR PRO USG PIT	1	585.600	EA	585.60
M7610FKITJ	LF 1-1/2 MTR FLG KIT	2	100.920	EA	201.84
M7610FKITK	LF 2 MTR FLG KIT	6	140.000	EA	840.00

	REGISTERS ONLY				
NR62G32	REG 1 T10 PRO USG INSIDE	4	75.000	EA	300.00
NR85G1	REG DIR READ USG BRZ 1-1/2 & 2 HPT	4	75.000	EA	300.00

Net Total:	$24946.44
Tax:	$0.00
Freight:	$0.00
Total:	$24946.44

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

15-767

ITEM NO. 8T

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

SUBJECT: Approval of Pay Request No. 9 to Manatt's Inc. in the amount of $168,612.71 for work completed as of May 5, 2016 on the NW 100th Street Reconstruction project.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval MDC ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 9 in the amount of $168,612.71 work completed as of May 5, 2016 on the NW 100th Street Reconstruction project. $83,542.88 of the value of completed work has been retained so far. Mike Lyons, Project Engineer, with HR Green, 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. 9 is attached.
FISCAL IMPACT	The funds for this payment will come from account 349
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 9

Motion by _____, seconded by _____, Approval of Pay Request No.9 to Manatt's, Inc. for work completed as of May 5, 2016 on the NW 100th Street Reconstruction Project.

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

PUBLIC WORKS
6400 NW Beaver Drive, PO Box 410
Johnston, IA 50131-0410
(515) 278-0822 Fax (515) 727-8092

Contractor:
Manatt's Inc.
PO Box 535
Brooklyn, IA 52211
T: (641) 522-9206 ext 256
F: (641) 522-5594

Pay Request 9

Distribution:
Contractor ☑
Public Works ☑
Finance ☑
Engineer ☑

Project Title	**NW 100th Street Reconstruction**
Johnston Project File Number	**359**
Purchase Order Number	**-**
Orig. Contract Amount & Date	**$ 5,738,005.30**
Estimated Completion Date	**6/30/16**
Pay Period	**12/11/15 - 5/5/16**
Pay Request Number	**9**
Date	**May 5, 2016**

Item No.	No.	Item Code	Description	Unit	Est. Qty	Unit Price	Extended Price	Completed	Value Completed
2.1	5.760.67610	2010-108-A-0	Clearing and Grubbing	UNIT	75	$ 95.00	$ 7,125.00	179.37	$ 17,040.15
2.2	5.760.67610	2010-108-B-0	Clearing and Grubbing	AC	1.5	$ 1,050.00	$ 1,575.00	1.25	$ 1,312.50
2.3	5.760.67170	2010-108-D-1	Topsoil, On-site	CY	6976	$ 14.00	$ 97,664.00	2791	$ 39,074.00
2.4	5.760.67610	2010-108-E-0	Excavation, Class 10, Class 12, or Class 13	CY	69478	$ 8.75	$ 607,932.50	24264	$ 212,310.00
2.5	5.760.67610	2010-108-G-0	Subgrade Preparation	SY	43603	$ 3.25	$ 141,709.75	3704	$ 12,038.00
2.6	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 12"	LF	221	$ 18.00	$ 3,978.00	16	$ 288.00
2.7	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 15"	LF	216	$ 18.00	$ 3,888.00	151	$ 2,718.00
2.8	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 18"	LF	164	$ 18.00	$ 2,952.00	43	$ 774.00
2.9	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 24"	LF	72	$ 20.00	$ 1,440.00	0	$ -
2.10	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 30"	LF	103	$ 21.00	$ 2,163.00	49	$ 1,029.00
2.11	5.766.67800	2010-108-J-3-a	Removal or Abandonment of Existing Water Main	LF	113	$ 27.00	$ 3,051.00	18	$ 486.00
2.12	5.760.67610	XXXX-XXX-X-X	Removals, as per plan	LS	1	$ 3,800.00	$ 3,800.00	0	$ -
4.1	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, A-2000 Non-Perforated, 6"	LF	333	$ 42.00	$ 13,986.00	0	$ -
4.2	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 12"	LF	231	$ 67.00	$ 15,477.00	72	$ 4,824.00
4.3	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	2263	$ 67.00	$ 151,621.00	1109	$ 74,303.00
4.4	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 18"	LF	698	$ 69.00	$ 48,162.00	403	$ 27,807.00
4.5	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 24"	LF	1599	$ 78.00	$ 124,722.00	935	$ 72,930.00
4.6	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 36"	LF	1059	$ 129.50	$ 137,140.50	809	$ 104,765.50
4.7	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 42"	LF	571	$ 156.00	$ 89,076.00	571	$ 89,076.00
4.8	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 48"	LF	273	$ 181.50	$ 49,549.50	273	$ 49,549.50
4.9	5.760.67650	4020-108-C-0	Removal of Storm Sewer Less Than or Equal to 36"	LF	442	$ 28.25	$ 12,486.50	0	$ -
4.10	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 12"	EA	1	$ 1,600.00	$ 1,600.00	0	$ -
4.11	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 15"	EA	1	$ 1,600.00	$ 1,600.00	0	$ -
4.12	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 18"	EA	1	$ 1,800.00	$ 1,800.00	0	$ -
4.13	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 24"	EA	2	$ 2,100.00	$ 4,200.00	3	$ 6,300.00
4.14	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 48"	EA	1	$ 4,100.00	$ 4,100.00	1	$ 4,100.00
4.15	5.760.67650	4040-108-A-0	Subdrain, Type 1 (Longitudinal Subdrain), Corrugated PE, 6	LF	10210	$ 14.20	$ 144,982.00	911.7	$ 12,946.14
4.16	5.760.67650	4040-108-C-0	Subdrain Cleanout, Type 1, 6"	EA	48	$ 580.00	$ 27,840.00	0	$ -
4.17	5.760.67650	4040-108-D-0	Subdrain Outlets and Connections, PVC, 8"	EA	94	$ 320.00	$ 30,080.00	10	$ 3,200.00
4.18	5.760.67650	4060-108-B-0	Video Inspection of Storm Sewers	LS	1	$ 14,000.00	$ 14,000.00	0.35	$ 4,900.00
4.19	5.760.67650	XXXX-XXX-X-X	Field Tile Repair, PVC, Unspecified Dia.	LF	500	$ 31.50	$ 15,750.00	195.88	$ 6,170.22
4.20	5.760.67650	XXXX-XXX-X-X	8" Yard Drain Assembly	EA	8	$ 880.00	$ 7,040.00	0	$ -
5.1	5.766.67800	5010-108-A-1	Water Main, Trenched, PVC C900, 10"	LF	153	$ 79.00	$ 12,087.00	0	$ -
5.2	5.766.67800	5010-108-A-1	Water Main, Trenched, PVC C900, 12"	LF	115	$ 157.50	$ 18,112.50	18	$ 2,835.00
5.3	5.766.67800	5010-108-C-2	Fittings, Water Main	LB	3651	$ 7.35	$ 26,834.85	246	$ 1,808.10
5.4	5.766.67800	5010-108-D-0	Water Service Stub, Trenched, Copper, 1"	EA	1	$ 2,800.00	$ 2,800.00	0	$ -
5.5	5.766.67800	5020-108-A-0	Valve, DI MJ Gate, 10"	EA	1	$ 1,900.00	$ 1,900.00	0	$ -
5.6	5.766.67800	5020-108-C-0	Fire Hydrant Assembly	EA	7	$ 5,800.00	$ 40,600.00	3	$ 17,400.00
5.7	5.766.67800	5020-108-G-0	Valve Box Replacement	EA	2	$ 840.00	$ 1,680.00	0	$ -

5.8	5.766.67800	5020-XXX-X-X	Remove Existing Fire Hydrant Assembly	EA	7	$	1,100.00	$ 7,700.00	3	$ 3,300.00
5.9	5.766.67800	5020-XXX-X-X	Yard Hydrant Assembly	EA	3	$	1,700.00	$ 5,100.00	0	$ -
6.1	5.760.67650	6010-108-A-0	Manhole Type SW-401, 48 IN.	EA	5	$	2,600.00	$ 13,000.00	3	$ 7,800.00
6.2	5.760.67650	6010-108-A-0	Manhole Type SW-401, 60 IN.	EA	2	$	4,100.00	$ 8,200.00	2	$ 8,200.00
6.3	5.760.67650	6010-108-A-0	Manhole Type SW-401, 72 IN.	EA	2	$	5,800.00	$ 11,600.00	2	$ 11,600.00
6.4	5.760.67650	6010-108-A-0	Manhole Type SW-401, 84 IN.	EA	1	$	7,800.00	$ 7,800.00	1	$ 7,800.00
6.5	5.760.67650	6010-108-B-0	Intake Type SW-503	EA	3	$	3,500.00	$ 10,500.00	2	$ 7,000.00
6.6	5.760.67650	6010-108-B-0	Intake Type SW-505	EA	24	$	3,500.00	$ 84,000.00	9	$ 31,500.00
6.7	5.760.67650	6010-108-B-0	Intake Type SW-506	EA	11	$	6,100.00	$ 67,100.00	7	$ 42,700.00
6.8	5.760.67650	6010-108-B-0	Intake Type SW-506 Modified (Full Box)	EA	11	$	8,200.00	$ 90,200.00	11	$ 90,200.00
6.9	5.760.67650	6010-108-B-0	Intake Type SW-513, 4'x4'	EA	2	$	4,700.00	$ 9,400.00	0	$ -
6.10	5.760.67650	6010-108-B-0	Intake Type SW-513 MODIFIED, 5'x8'	EA	1	$	6,400.00	$ 6,400.00	1	$ 6,400.00
6.11	5.768.67670	6010-108-F-0	Manhole Adjustment, Major, Sanitary Sewer	EA	4	$	2,100.00	$ 8,400.00	0	$ -
6.12	5.760.67650	6010-108-G-0	Connection to Existing Intake	EA	1	$	2,300.00	$ 2,300.00	1	$ 2,300.00
6.13	5.760.67650	6010-108-H-0	Remove Manhole or Intake	EA	4	$	580.00	$ 2,320.00	0	$ -
7.1	5.760.67610	7010-108-A-0	Pavement, PCC, 9 IN.	SY	34581	$	63.00	$ 2,178,603.00	3567.6	$ 224,758.80
7.2	5.760.67610	7010-XXX-X-X	Colored Pavement, PCC, Class C, 9"	SY	1724	$	75.00	$ 129,300.00	0	$ -
7.3	5.760.67610	7010-108-G-0	Concrete Median	SY	78	$	77.00	$ 6,006.00	0	$ -
7.4	5.760.67610	7010-XXX-X-X	Granular Surfacing	TON	343	$	30.00	$ 10,290.00	419.12	$ 12,573.60
7.5	5.760.67612	7030-108-A-0	Removal of Sidewalk	SY	1058	$	8.00	$ 8,464.00	538	$ 4,304.00
7.6	5.760.67610	7030-108-A-0	Removal of Driveway	SY	1201	$	8.00	$ 9,608.00	313.9	$ 2,511.20
7.7	5.760.67612	7030-108-C-0	Shared Use Path, PCC, 5"	SY	5788	$	29.95	$ 173,350.60	0	$ -
7.8	5.760.67612	7030-108-E-0	Sidewalk, PCC, 5"	SY	2875	$	39.95	$ 114,856.25	0	$ -
7.9	5.760.67612	7030-108-E-0	Sidewalk, PCC, 6"	SY	357	$	58.00	$ 20,706.00	0	$ -
7.10	5.760.67612	7030-108-G-0	Detectable Warning	SF	835	$	33.00	$ 27,555.00	0	$ -
7.11	5.760.67610	7030-108-H-1	Driveway, Paved, PCC, 6"	SY	1727	$	45.00	$ 77,715.00	529	$ 23,805.00
7.12	5.760.67610	7040-108-H-0	Pavement Removal	SY	12369	$	8.00	$ 98,952.00	6977.7	$ 55,821.60
8.1	5.760.67615	8010-108-A-0	Painted Pavement Markings, Durable	STA	107.12	$	95.00	$ 10,176.40	0	$ -
8.2	5.760.67615	8010-108-A-0	Painted Symbols & Legends, Durable	EA	32	$	150.00	$ 4,800.00	0	$ -
8.3	5.760.67615	8010-108-A-0	Traffic Control	LS	1	$	11,200.00	$ 11,200.00	0.3	$ 3,360.00
8.4	5.760.67615	8010-108-A-0	Posts for Signs (Steel)	LF	845	$	10.00	$ 8,450.00	0	$ -
8.5	5.760.67615	8010-108-A-0	Type A Signs	SF	708	$	30.00	$ 21,240.00	0	$ -
8.6	5.760.67615	8010-XXX-X-X	Removable Tape Markings	STA	5	$	150.00	$ 750.00	14.44	$ 2,166.00
8.7	5.760.67615	8010-XXX-X-X	Grooves Cut for Pavement Markings	STA	107.1	$	50.00	$ 5,355.00	0	$ -
8.8	5.760.67615	8010-XXX-X-X	Grooves Cut for Symbols & Legends	EA	32	$	95.00	$ 3,040.00	0	$ -
8.9	5.760.67611	8010-XXX-X-X	Conduit, 1.5" HDPE, Trenched, Blue	LF	9780	$	3.52	$ 34,425.60	0	$ -
8.10	5.760.67611	8010-XXX-X-X	Conduit, 2" HDPE, Trenched, Orange	LF	8386	$	4.28	$ 35,892.08	7949	$ 34,021.72
8.11	5.760.67611	8010-XXX-X-X	Conduit, 2" HDPE, Trenched, Green	LF	665	$	5.11	$ 3,398.15	0	$ -
8.12	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenched, Green	LF	16384	$	7.47	$ 122,388.48	0	$ -
8.13	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenched, Black	LF	6359	$	8.17	$ 51,953.03	5568	$ 45,490.56
8.14	5.760.67611	8010-XXX-X-X	Conduit, 6" HDPE, Trenched, Black	LF	5644	$	14.68	$ 82,853.92	5026	$ 73,781.68
8.15	5.760.67611	8010-XXX-X-X	Conduit, 1.5" HDPE, Trenchless, Blue	LF	640	$	2.70	$ 1,728.00	0	$ -
8.16	5.760.67611	8010-XXX-X-X	Conduit, 2" HDPE, Trenchless, Orange	LF	815	$	3.29	$ 2,681.35	815	$ 2,681.35
8.17	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenchless, Green	LF	1135	$	5.09	$ 5,777.15	0	$ -
8.18	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenchless, Black	LF	320	$	5.09	$ 1,628.80	320	$ 1,628.80
8.19	5.760.67611	8010-XXX-X-X	Conduit, 6" HDPE, Trenchless, Black	LF	320	$	8.58	$ 2,745.60	320	$ 2,745.60
8.20	5.760.67611	8010-XXX-X-X	Joint Utility Trench	LF	5395	$	23.36	$ 126,027.20	7652	$ 178,750.72
8.21	5.760.67611	8010-XXX-X-X	Handhole, City Utility	EA	9	$	1,270.00	$ 11,430.00	0	$ -
8.22	5.760.67615	XXXX-XXX-X-X	Maintain Postal Service	EA	10	$	400.00	$ 4,000.00	8	$ 3,200.00
9.1	5.760.67170	9010-108-B-0	ydraulic Seeding, Seeding, Fertilizing, and Mulching, Type	AC	3.86	$	3,485.00	$ 13,452.10	0	$ -
9.2	5.760.67170	9010-108-B-0	ydraulic Seeding, Seeding, Fertilizing, and Mulching, Type	AC	6.16	$	2,734.00	$ 16,841.44	0	$ -
9.3	5.760.67170	9010-108-B-0	ydraulic Seeding, Seeding, Fertilizing, and Mulching, Type	AC	2.69	$	3,485.00	$ 9,374.65	0	$ -
9.4	5.760.67650	9040-108-A-1	SWPPP Preparation	LS	1	$	1,000.00	$ 1,000.00	1	$ 1,000.00
9.5	5.760.67650	9040-108-A-2	SWPPP Management	LS	1	$	3,000.00	$ 3,000.00	0	$ -
9.6	5.760.67650	9040-108-D-1	Filter Socks, 12"	LF	12922	$	2.00	$ 25,844.00	412	$ 824.00

9.7	5.760.67650	9040-108-D-2	Filter Socks, Removal	LF	12922	$	0.10	$ 1,292.20	0	$ -
9.8	5.760.67650	9040-108-J-0	Rip Rap, Class E, Erosion Stone	TON	168	$	58.00	$ 9,744.00	52.55	$ 3,047.90
9.9	5.760.67650	9040-108-N-1	Silt Fence	LF	1359	$	1.50	$ 2,038.50	358	$ 537.00
9.10	5.760.67650	9040-108-N-1	Silt Fence, Remove	LF	1359	$	0.10	$ 135.90	0	$ -
9.11	5.760.67650	9040-108-T-1	Inlet Protection Device, Installation	EA	53	$	120.00	$ 6,360.00	10	$ 1,200.00
9.12	5.760.67650	9040-108-T-2	Inlet Protection Device, Removal	EA	53	$	10.00	$ 530.00	0	$ -
9.13	5.760.67170	9040-108-Q-1	Erosion Control Mulching, Conventional	AC	12.71	$	400.00	$ 5,084.00	7.17	$ 2,868.00
9.14	5.760.67170	9060-108-E-0	Removal of Fence	LF	1296	$	3.00	$ 3,888.00	332	$ 996.00
9.15	5.760.67170	9060-108-F-0	Temporary Fence, Chain Link, 6'	LF	832	$	4.50	$ 3,744.00	0	$ -
9.16	5.760.67170	9060-XXX-X-X	Install Fence, Wood, 6'	LF	832	$	21.40	$ 17,804.80	0	$ -
						TOTAL		$ 5,738,005.30		$ 1,670,857.64

MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL	$ -

PAY REQUEST SUMMARY

	Total Approved	Total Completed
Contract Price	$ 5,738,005.30	$ 1,670,857.64
Approved Change Order 1	$ -	$ -
Approved Change Order 2	$ -	$ -
Approved Change Order 3	$ -	$ -
Approved Change Order 4	$ -	$ -
Approved Change Order 5	$ -	$ -
Approved Change Order 6	$ -	$ -
Approved Change Order 7	$ -	$ -
Revised Contract Price	**$ 5,738,005.30**	**$ 1,670,857.64**
Materials Stored		$ -
Retainage (5%)		$ 83,542.88
Total Earned Less Retainage		$ 1,587,314.76

Total Previously Approved (list each)

Pay Request 1	$ 102,652.92
Pay Request 2	$ 89,998.25
Pay Request 3	$ 177,461.10
Pay Request 4	$ 361,032.79
Pay Request 5	$ 266,565.17
Pay Request 6	$ 209,544.10
Pay Request 7	$ 58,034.30
Pay Request 8	$ 153,413.41
Pay Request 9	
Pay Request 10	
Pay Request 11	
Pay Request 12	
Pay Request 13	
Pay Request 14	
Pay Request 15	
Pay Request 16	
Pay Request 17	

Pay Request 18		
Pay Request 19		
Pay Request 20		
Total Previously Approved	$	1,418,702.05
Amount Due This Request	$	168,612.71
Percent Complete		29.12%
Percent of Contract Period Utilized (in Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)		121.8%

The amount **$ 168,612.71** is recommended for approval for payment in accordance with the terms of the Contract.

No.	Item Description	TOTAL AMOUNT TO DATE	
5.760.67170	Streetscape	$	42,938.00
5.760.67400	Right-of-Way	$	-
5.760.67610	Streets	$	562,170.85
5.760.67611	Traffic Signal	$	339,100.43
5.760.67612	Sidewalks	$	4,304.00
5.760.67615	Traffic Control	$	8,726.00
5.760.67616	Utility Relocation	$	-
5.760.67650	Storm Drainage	$	687,789.26
5.766.67800	Water Main, Hydrants	$	25,829.10
5.768.67670	Sanitary Sewer	$	-

Contractor: Manatt's Inc.	Recommended By: HR Green, Inc.	Checked By: City of Johnston
Signature: Michael Vrekdorfer	Signature: Michael Lyons	Signature:
Name: Michael Vrekdorfer	Name: Michael Lyons	Name:
Title: Paving Division Manager	Title: Project Engineer	Title:
Date: 5/4/16	Date: 5/5/16	Date:

ITEM NO. 8U

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

SUBJECT: Approval of Pay Request No. 2 to Iowa Signal, Inc. in the amount of $194,925.75 for work completed as of May 6, 2016 on the Johnston Community Fiber Optic System Project Phase 3	ACTION REQUIRED: ___ Ordinance ___ Resolution _x_ Approval WA ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 2 in the amount of $194,925.75 for work completed as of May 6, 2016 on the Johnston Community Fiber Optic System Project Phase 3. $10,259.25 of the value of completed work has been retained so far. The Project Engineer, Patrick Kueter with Foth, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract. A copy of Pay Estimate No. 2 is attached.
FISCAL IMPACT	The funds for this payment will come from account 325
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 2

Motion by _____, seconded by _____, Approval of Pay Request No.2 to Iowa Signal, Inc. for work completed as of May 6, 2016 on the Johnston Community Fiber Optic System.

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 2

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	$694,860.11 — 11/16/2015
Notice to Proceed Date	12/2/2015
Estimated Completion Date	9/30/2016
Pay Period	4/23/2016 to 5/5/2016
Pay Request Number	2
Date	5/6/2016
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	2	1	0	$2,400.00	$1,200.00	$0.00	$3,600.00
8.12	FOOTING - POLE (PTZ)	EA	1	0	0	$1,400.00	$1,400.00	$0.00	$0.00	1	0	0	$1,400.00	$0.00	$0.00	$1,400.00
8.13	HANDHOLE - CONC, 24" (TYPE I)	EA	10	10	2	$950.00	$9,500.00	$9,500.00	$1,900.00	2	5	0	$1,900.00	$5,700.00	$0.00	$7,600.00
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	7	3	0	$9,425.00	$3,625.00	$0.00	$13,050.00
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	60	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	6627	17311	0	$49,702.50	$129,832.50	$0.00	$179,535.00
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	$262,254.86	$19,980.00				$64,827.50	$140,357.50	$0.00	$205,185.00

MATERIALS STORED SUMMARY

Description	# of Units Div. 1	# of Units Div. 2	# of Units Div. 3	Total Units	Unit Price	Div. 1 Ext. Cost	Div. 2 Ext. Cost	Div. 3 Ext. Cost	Total Cost
					SUBTOTAL	$0.00	$0.00	$0.00	$0.00

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		$694,860.11	$205,185.00
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	$205,185.00
		Materials Stored	$0.00
		Retainage 5.0%	$10,259.25
		Total Earned Less Retainage	$194,925.75
Total Previously Approved (list each)	Pay Request 1	$178,507.73	
	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	**$194,925.75**
		Percent Complete	28.4%
		Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)	51.5%

The amount **$194,925.75** 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:	Signature:	Signature:	Signature:
Name: Shane Olson	Name: Patricia P. Kuhl	Name:	Name:	Name:
Title: Foreman	Title: PM	Title:	Title:	Title:
Date: 5-6-16	Date: 5/16/16	Date:	Date:	Date:

ITEM NO. 8V

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

SUBJECT: Approval of Pay Request No. 5 to Alliance Construction Group in the amount of $349,530.17 for work completed as of May 6, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval WDL ___ Receive/File ___ Attorney Review

SYNOPSIS:	Attached is Pay Request No 4 in the amount of $349,530.17 for work completed as of May 6, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits. $57,579.17 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. 5 is attached.
FISCAL IMPACT	The funds for this payment will come from account 346
RECOMMENDATION:	Staff is recommending approval of Pay Estimate No. 5

Motion by _____, seconded by _____, Approval of Pay Request No.5 to Alliance Construction Group for work completed as of May 6, 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	_____	_____	_____	_____

Johnston IRE
PUBLIC WORKS

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

PAY REQUEST 5

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	**4/16/2016** to **5/52016**
Pay Request Number	**5**
Date	**5/6/2016**
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	3400.00	0.00	$27,200.00	$0.00	$27,200.00
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	165.00	0.00	$577.50	$0.00	$577.50
2.6	5.760.67610	2010-I-1000	MODIFIED SUBBASE	CY	7,264	1,081	$54.00	$392,256.00	$58,374.00	71.00	0.00	$3,834.00	$0.00	$3,834.00
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	474.00	0.00	$52,140.00	$0.00	$52,140.00
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	522.00	0.00	$148,770.00	$0.00	$148,770.00
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	408.00	0.00	$42,840.00	$0.00	$42,840.00
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	339.00	0.00	$16,950.00	$0.00	$16,950.00
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	106.00	0.00	$7,950.00	$0.00	$7,950.00
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	416.00	0.00	$5,408.00	$0.00	$5,408.00
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	3.00	0.00	$1,500.00	$0.00	$1,500.00
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	570.00	0.00	$25,650.00	$0.00	$25,650.00
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	1223.00	0.00	$8,561.00	$0.00	$8,561.00
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	3.00	0.00	$7,500.00	$0.00	$7,500.00
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	1.00	0.00	$2,500.00	$0.00	$2,500.00
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	2.00	0.00	$2,000.00	$0.00	$2,000.00
5.18	5.766.67800	SPECIAL	RELOCATION OF WATER MAIN	EA	5	1	$11,000.00	$55,000.00	$11,000.00	1.00	0.00	$11,000.00	$0.00	$11,000.00

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	3.00	0.00	$16,500.00	$0.00	$16,500.00
6.2	5.760.67650	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	2.75	0.25	$3,500.00	$9,625.00	$875.00	1.25	0.00	$4,375.00	$0.00	$4,375.00
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	1.50	0.00	$45,000.00	$0.00	$45,000.00
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	2.00	0.00	$7,600.00	$0.00	$7,600.00
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	6.00	0.00	$4,200.00	$0.00	$4,200.00
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	107.27	0.00	$4,290.80	$0.00	$4,290.80
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	17559.32	0.00	$175,593.20	$0.00	$175,593.20
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	8980.00	0.00	$71,840.00	$0.00	$71,840.00
8.14	5.760.67615	SPECIAL	HANDHOLE, TYPE I, FURNISH AND INSTALL	EA	5	0	$1,000.00	$5,000.00	$0.00	4.00	0.00	$4,000.00	$0.00	$4,000.00
8.15	5.760.67615	SPECIAL	HANDHOLE, TYPE III, FURNISH AND INSTALL	EA	13	0	$1,700.00	$22,100.00	$0.00	5.00	0.00	$8,500.00	$0.00	$8,500.00
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	111.00	0.00	$333.00	$0.00	$333.00
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	490.00	0.00	$980.00	$0.00	$980.00
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**	**$687,846.60**			**$1,127,957.40**	**$23,626.00**	**$1,151,583.40**

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	$1,151,583.40
		Materials Stored	$0.00
		Retainage (5%)	$57,579.17
		Total Earned Less Retainage	$1,094,004.23
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	$375,616.99	
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	$744,474.06
		Amount Due This Request	**$349,530.17**
		Percent Complete	15.5%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			20.6%

The amount **$349,530.17** 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		$353,432.30
5.760.67612	SIDEWALK		$0.00
5.760.67615	TRAFFIC CONTROL		$153,610.40
5.760.67615	TRAFFIC SIGNAL		$12,500.00
5.760.67170	STREETSCAPE		$93,101.00
5.760.67650	STORM DRAINAGE		$325,543.00
5.766.67800	WATER MAIN, HYDRANT		$128,111.00
5.768.67670	SANITARY SEWER		$97,785.70
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: 5/6/16	Date: 5/6/16	Date:

BW1

BANK RECONCILIATION REPORT				04/30/16	
BOOK BALANCES			**CASH & INVESTMENTS**		
FUND			9350 Empl 8646028	$	5,471.28
			Pool 001-8007	$	8,084,522.27
General	$	6,983,537.43	9300 Medical 84336577	$	313,978.63
			6001 Water Petty Cash/Change	$	100.00
Special Revenue	$	7,682,137.94	1000 Library Change Fund	$	205.00
			1000 Library Petty Cash	$	25.00
Debt Service	$	6,196,396.89	1000 Finance Petty Cash	$	50.00
			1000 Police Petty Cash	$	50.00
Capital Projects	$	16,172,313.24	26297 Investment Pool	$	20,287,425.30
			27761 2012A G.O. BONDS	$	-
Water Enterprise	$	3,096,962.66	27891 CD IPAIT	$	-
			Wells Fargo Investment	$	1,280,812.27
Wastewater Enterprise	$	4,352,511.51	Grinnell Bank 2013B G.O. Bonds		421,451.70
			Grinnell Bank 2014A G.O. Bonds		240,882.75
Stormwater Enterprise	$	1,005,158.35	Grinnell Bank 2015A G.O. Bonds		6,918,264.97
			PMA Financial 2015A G.O. Bonds		8,790,282.57
Internal Service	$	767,235.53	Total Bank	$	46,343,521.74
Auditor Adjustment Exp Reversal	$	(380,550.00)			
Outstanding Revenue/deposit	$	384,549.00			
(Auditor Adjustment Reversal)	$	(3,999.00)			
			Outstanding Checks:		
			9350 #8646028	$	-
			Pool #18007	$	(87,268.19)
			9300 #84336577	$	-
				$	(87,268.19)
Total Books	$	46,256,253.55	Adjusted Bank	$	46,256,253.55
				$	-

Treasurer's Investment Report April 2016									
Fund No.	I.D. Number or Purpose	Purchase Date	Mature Date	On Hand 04/01/16	Deposits	Withdrawals	On Hand 04/30/16	Interest Received	
Pool	01-8007			1,536,741.06	8,550,014.72	2,002,233.51	8,084,522.27		
9300	84336577			301,571.56	108,407.07	96,000.00	313,978.63		
9350	8646028			5,471.28	9,517.43	9,517.43	5,471.28		
Pool	Petty Cash			430.00			430.00		
2013B	Grinnell			421,268.15	183.55		421,451.70	183.55	
2014A	Grinnell	08.14.14		240,736.99	145.76		240,882.75	145.76	
2015A	Grinnell			6,915,241.48	3,023.49		6,918,264.97	3,023.49	
I.P.	26297			20,286,834.69	590.61		20,287,425.30	590.61	
C.P.	27761			0.00			0.00		
Wells	73050			1,280,649.11	163.16		1,280,812.27	163.16	
PMA	1452102			3,006,767.29	638.29	0.00	3,007,405.58	638.29	
PMA	3264701			6,171,564.73	1,312.26	390,000.00	5,782,876.99	1,312.26	
TOTALS				40,167,276.34	8,673,996.34	2,497,750.94	46,343,521.74	6,057.12	

CITY OF JOHNSTON
YEAR TO DATE TREASURERS REPORT
AS OF: APRIL 30TH, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
GENERAL									
010-GENERAL FUND	4,735,020.62	10,899,446.99	181,323.45	0.00	28,000.00	8,887,650.83	(158,613.21)	358,702.50	6,076,177.62
011-HOTEL-MOTEL TAX	93,120.84	241,716.26	0.00	0.00	0.00	130,992.76	(49,625.26)	83,000.00	71,219.08
012-COUNCIL RESERVE	275.55	0.03	0.00	0.00	0.00	0.00	0.00	0.00	275.58
014-EMPLOYEE WORK CLOTHING	4,012.04	0.44	0.00	0.00	2,000.00	1,449.00	(0.08)	0.00	4,563.40
020-ASSESSMENT RESERVE	118,009.51	15.93	0.00	0.00	0.00	0.00	0.00	0.00	118,025.44
030-PROJECT DEVELOPMENT	66,546.65	9.00	0.00	0.00	0.00	0.00	0.00	0.00	66,555.65
040-EQUIP REPLACEMENT RESERVE	619,385.43	84.45	0.00	0.00	459,036.70	394,953.62	(36,832.30)	0.00	646,720.66
TOTAL GENERAL	5,636,370.64	11,141,273.10	181,323.45	0.00	489,036.70	9,415,046.21	(245,070.85)	441,702.50	6,983,537.43
SPECIAL REVENUE									
125-T.I.F. #1 EAST CENTRAL	1,123,894.86	832,532.63	0.00	0.00	0.00	284,409.63	(3,141.00)	490,833.50	1,178,043.36
126-T.I.F. #2 BEAVER CRK WEST	1,483,237.63	202.94	0.00	0.00	0.00	758.00	0.00	13,333.40	1,469,349.17
127-T.I.F. #3 NW 62ND AVE	814,299.51	2,789,554.40	0.00	0.00	0.00	481,856.10	0.00	977,666.80	2,144,331.01
128-T.I.F. #4 WINDSOR OFF PK	545,618.32	35,073.93	0.00	0.00	0.00	0.00	0.00	16,570.90	564,121.35
129-T.I.F. #5 NW 100TH AVE	598,700.06	472,527.38	0.00	0.00	0.00	30,345.50	0.00	29,166.70	1,011,715.24
130-T.I.F. #6 WEST CENTRAL	2,375.41	0.02	0.00	0.00	0.00	14,026.22	(3,122.50)	0.00	(14,773.29)
SUB-TOTAL T.I.F.	4,568,125.79	4,129,891.30	0.00	0.00	0.00	811,395.45	(6,263.50)	1,527,571.30	6,352,786.84
140-ROAD USE TAX	688,816.47	1,807,011.99	0.00	0.00	0.00	1,266,611.21	(48,909.60)	179,634.20	1,000,673.45
167-POLICE TRUST - STATE	50,696.90	5,562.19	0.00	0.00	0.00	16,235.59	0.00	0.00	40,023.50
168-ODCP DRUG TRAINING GRANT	2,294.24	0.18	0.00	0.00	0.00	0.00	0.00	0.00	2,294.42
169-POLICE TRUST-FEDERAL	895.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	895.36
170-SENIOR CITIZENS	3,677.51	107.80	0.00	0.00	5,300.00	2,581.81	(954.00)	0.00	5,549.50
171-LIBRARY TRUST	50,298.46	18,398.20	0.00	0.00	0.00	0.00	0.00	28,000.00	40,696.66
172-TREES	41,317.55	12,372.50	0.00	0.00	30,000.00	5,838.70	(371.00)	0.00	77,480.35
181-EAST PARK DISTRICT	4,001.98	0.51	0.00	0.00	0.00	0.00	0.00	0.00	4,002.49
183-NORTHRIDGE PARK DISTRICT	94,490.38	12.93	0.00	0.00	0.00	0.00	0.00	0.00	94,503.31
184-NORTH PARK DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
185-NORTHWEST PARK DISTRICT	15,508.34	2.06	0.00	0.00	0.00	0.00	0.00	0.00	15,510.40
186-SOUTHWEST PARK DISTRICT	47,715.36	6.30	0.00	0.00	0.00	0.00	0.00	0.00	47,721.66
SUB-TOTAL	999,712.55	1,843,474.66	0.00	0.00	35,300.00	1,291,267.31	(50,234.60)	207,634.20	1,329,351.10
TOTAL SPECIAL REVENUE	5,567,838.34	5,973,365.96	0.00	0.00	35,300.00	2,102,662.76	(56,498.10)	1,735,205.50	7,682,137.94
DEBT SERVICE									
201-2016A $1,020,000/$8,095M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
206-2006C $2.495M OF $3.625M	11,483.63	1.46	0.00	0.00	0.00	0.00	0.00	0.00	11,485.09
207-2011B $1,850,000	2,176.12	12.58	0.00	0.00	185,833.40	21,606.25	0.00	0.00	166,415.85
208-2012A $955,000/$9.19M	31,438.57	6.93	0.00	0.00	46,666.70	8,363.69	0.00	0.00	69,748.51
209-2013B $4,385,000/$18,095M	8,317.81	14.89	0.00	0.00	258,333.40	68,956.63	0.00	0.00	197,709.47
SUB-TOTAL T.I.F. #1	53,416.13	35.86	0.00	0.00	490,833.50	98,926.57	0.00	0.00	445,358.92

CITY OF JOHNSTON
YEAR TO DATE TREASURERS REPORT
AS OF: APRIL 30TH, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
212-2000A $450,000 OF $9.155	995.40	0.15	0.00	0.00	0.00	0.00	0.00	0.00	995.55
213-2001A $1.560M/$9.155M	1,295.31	1.15	0.00	0.00	13,333.40	239.00	0.00	0.00	14,390.86
SUB-TOTAL T.I.F. #2	2,290.71	1.30	0.00	0.00	13,333.40	239.00	0.00	0.00	15,386.41
221-1999B $950,000 OF $2.250	823.72	0.13	0.00	0.00	0.00	0.00	0.00	0.00	823.85
222-200A $1.560M/$9.155M	106.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.40
223-2001A $870,000/$3.360M	957.11	5.11	0.00	0.00	70,375.00	1,183.50	0.00	0.00	70,153.72
224-2001C $935,000/$2.060M	509.41	5.27	0.00	0.00	73,541.70	1,248.50	0.00	0.00	72,807.88
225-2002B $1,620M/$4.655M	3,058.51	9.24	0.00	0.00	120,416.70	3,945.50	0.00	0.00	119,538.95
226-2011C $4,045,000/$8.57M	786.60	13.87	0.00	0.00	236,666.70	49,230.55	0.00	0.00	188,236.62
227-2013B $1,065,000/$18,095M	3,636.73	3.94	0.00	0.00	64,166.70	16,814.50	0.00	0.00	50,992.87
228-2015A $2,385,000/$21,620M	0.00	27.10	0.00	0.00	412,500.00	51,640.14	0.00	0.00	360,886.96
SUB-TOTAL T.I.F. #3	9,878.48	64.66	0.00	0.00	977,666.80	124,062.69	0.00	0.00	863,547.25
241-2012A $755,000/$9.19M	26,094.99	5.11	0.00	0.00	29,166.70	6,143.87	0.00	0.00	49,122.93
SUB-TOTAL T.I.F. #5	26,094.99	5.11	0.00	0.00	29,166.70	6,143.87	0.00	0.00	49,122.93
TOTAL T.I.F. DEBT	91,680.31	106.93	0.00	0.00	1,511,000.40	229,372.13	0.00	0.00	1,373,415.51
251-1992/2003B $265,000	64.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.84
258-1998C $1,070,000	907.73	0.02	0.00	0.00	0.00	0.00	0.00	0.00	907.75
259-1999A $1,785M	548.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	548.15
260-1999B $1.3M/ $2.250M	0.00	317.48	0.00	0.00	0.00	0.00	0.00	0.00	317.48
261-2000A $7.145M/ $9,155M	1.13	2,859.29	0.00	0.00	0.00	0.00	0.00	0.00	2,860.42
262-2001A $2.290/$3.360M	29.40	209,090.39	0.00	0.00	0.00	3,080.00	0.00	0.00	206,039.79
263-2001C $1.125/$2.060M	3.96	98,542.91	0.00	0.00	0.00	1,499.00	0.00	0.00	97,047.87
264-2002B $3.035M/ $4.655M	3,591.07	255,853.99	0.00	0.00	0.00	7,392.00	0.00	0.00	252,053.06
265-2004A $4,145,000	52,039.38	6.78	0.00	0.00	0.00	0.00	0.00	0.00	52,046.16
266-2005B $8,955,000	47,258.92	703,222.13	0.00	0.00	25,871.70	72,935.00	0.00	0.00	703,417.75
267-2005C $900,000	1,718.86	5.07	380,000.00	0.00	66,666.80	8,389.90	384,549.00	0.00	64,549.83
268-2006B $6,210,000	51,434.16	462,637.44	0.00	0.00	37,890.90	56,047.25	1,084.00	0.00	496,999.25
269-2006C $1.130M $3.625M	1,158.64	0.02	0.00	0.00	0.00	0.00	0.00	0.00	1,158.66
270-2007B	82.32	424,241.10	0.00	0.00	0.00	59,603.13	0.00	0.00	364,720.29
271-2008A $3,195,000	20,624.03	185,087.10	0.00	0.00	80,405.90	36,524.00	425.00	0.00	250,018.03
272-2010B $970,000	45.75	82,351.95	0.00	0.00	0.00	11,068.75	0.00	0.00	71,328.95
273-2011C $4,525,000/$8.57M	2,015.34	297,485.20	0.00	0.00	0.00	54,999.45	0.00	0.00	244,501.09
274-2012A $7.48M/$9,190,000	1,667.34	337,261.37	0.00	0.00	119,578.40	66,895.57	0.00	0.00	391,611.54
275-2013B $12,645M/$18,095M	346.42	661,138.40	0.00	0.00	263,595.90	197,957.00	18.96	0.00	727,142.68
276-2014A $7,800,000M	(129,091.88)	489,239.62	0.00	0.00	116,240.10	111,125.00	176,784.00	0.00	542,046.84
277-2015A $18,845M/$21,620M	0.00	572,910.68	0.00	0.00	149,069.30	368,379.03	0.00	0.00	353,600.95
278-2016A $7,695M OF $8,521M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL T.I.F.	54,445.56	4,782,250.94	380,000.00	0.00	859,319.00	1,055,895.08	562,860.96	0.00	4,822,981.38
TOTAL DEBT SERVICE	146,125.87	4,782,357.87	380,000.00	0.00	2,370,319.40	1,285,267.21	562,860.96	0.00	6,196,396.89

CITY OF JOHNSTON
YEAR TO DATE TREASURERS REPORT
AS OF: APRIL 30TH, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
CAPITAL PROJECTS									
313-SIDEWALK CONSTRUCTION	21,635.25	2.55	0.00	0.00	0.00	0.00	(293.00)	0.00	21,344.80
314-CROWN POINT IMPROVEMENTS	1,061.12	0.03	0.00	0.00	0.00	0.00	0.00	0.00	1,061.15
315-NW 62ND& 103RD INT-NCL	620,056.97	1,468.62	179,661.00	0.00	0.00	113,838.44	(85,091.13)	0.00	242,935.02
316-NW 64th & 63rd PL & MHR	290,984.01	10.78	0.00	0.00	0.00	350,352.54	(42,541.00)	0.00	(101,898.75)
317-AUGUSTINE TRAIL	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.11
318-PARK & TRAIL IMPROVEMENT	235,749.62	98,653.43	0.00	0.00	125,000.00	494.05	(25,435.00)	0.00	433,474.00
325-FIBER OPTIC PROJECT	450,323.85	44,266.95	7,734.00	0.00	0.00	87,344.18	(2,352.00)	0.00	397,160.62
333-NW 62ND-NW 86TH TO PPKWY	262,829.25	35.50	0.00	0.00	0.00	0.00	0.00	0.00	262,864.75
334-MERLE HAY EAST IMPROVEMEN	3,966,206.33	258,896.34	1,169,934.00	0.00	0.00	2,539,894.45	479,391.94	0.00	994,666.16
335-SIGNALIZATION PROJECTS	151,063.32	10,248.72	0.00	0.00	0.00	10,144.68	(16,175.19)	0.00	134,992.17
338-JOINT PUBLIC SAFETY BLDG	767,930.27	12,479.87	32,248.00	0.00	0.00	111,850.31	(275,340.69)	0.00	360,971.14
339-SATELLITE FIRE STATION	381.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.61
340-TERRA LAKE	2,234,002.17	495,264.01	375,650.00	0.00	0.00	184,711.00	6,867.04	0.00	2,175,772.22
341-LEW CLARKSON IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
342-2012 STORM DRAINAGE IMP	770,737.32	2,195.05	2,413,091.00	0.00	0.00	247,773.65	2,186,496.37	0.00	298,564.09
343-BEAVER DR.TRAIL	601,380.93	1,410.18	157,441.00	0.00	0.00	138,351.99	(185.50)	0.00	306,812.62
344-NW BEAVER DR/JOHNSTON DR	1,037,034.34	167.20	692,751.00	0.00	0.00	85,784.86	(352,363.63)	0.00	(93,697.95)
345-54th AVENUE IMPROVEMENTS	2,268.26	0.30	0.00	0.00	0.00	45,178.79	0.00	0.00	(42,910.23)
346-70TH AVE IMP (86TH-107TH)	8,044,025.09	17,291.16	2,520.00	0.00	0.00	723,175.41	198,492.48	0.00	7,534,113.32
347-STORM WATER CAPITAL IMPR	(556,437.00)	0.00	73,273.00	0.00	0.00	0.00	629,710.00	0.00	0.00
348-MERLE HAY & NW 62ND INTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
349-NW 100TH (NW62NDtoNW 70TH	4,254,039.43	431,947.11	86,663.00	0.00	0.00	1,345,148.53	(143,870.32)	0.00	3,110,304.69
350-2014 WETLAND MITIGATION	60,733.43	252.69	0.00	0.00	0.00	5,907.90	(589.00)	0.00	54,489.22
355-CAPITAL IMPR. RESERVE	80,901.60	10.88	0.00	0.00	0.00	0.00	0.00	0.00	80,912.48
TOTAL CAPITAL PROJECTS	23,296,907.28	1,374,601.37	5,190,966.00	0.00	125,000.00	5,989,950.78	2,556,721.37	0.00	16,172,313.24
ENTERPRISE									
601-WATER O/M	793,437.37	3,507,359.63	(77,616.23)	0.00	0.00	2,717,814.03	279,941.30	620,246.90	1,320,293.60
602-1997A, 2011A WTR SINKING	533,928.75	103.48	0.00	0.00	458,333.40	54,320.00	0.00	0.00	938,045.63
603-1997A, 2001B BOND RESERVE	210,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210,950.00
604-1997A, 2001B IMPROVEMENT	163,280.51	22.36	0.00	0.00	0.00	0.00	0.00	0.00	163,302.87
605-NW AREA WATER IMPROVEMENT	20,366.36	2.16	0.00	0.00	0.00	0.00	0.00	0.00	20,368.52
607-SAYLORVILLE WATER CONNECT	1,936,636.87	5,292.93	303,553.00	0.00	0.00	1,152,885.36	(89,678.04)	0.00	395,813.40
608-NW BEAVER DR BOOSTER STA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
609-WATER EQUIPMENT REPLACEME	77,560.95	6.22	0.00	0.00	12,144.20	52,000.43	(82.30)	0.00	37,628.64
625-CUSTOMER DEPOSITS	9,620.00	5,420.00	0.00	0.00	0.00	4,480.00	0.00	0.00	10,560.00
SUB-TOTAL WATER ENTERPRISE	3,745,780.81	3,518,206.78	225,936.77	0.00	470,477.60	3,981,499.82	190,180.96	620,246.90	3,096,962.66
631-SEWER O/M	1,628,142.14	2,374,626.49	384.00	0.00	0.00	1,560,418.90	821,969.64	553,469.50	2,710,465.87
632-03A, 05A, 06A BOND SINKIN	386,514.29	74.77	0.00	0.00	337,975.10	44,357.50	0.00	0.00	680,206.66
633-03A,05A,06A RESERVE	563,535.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	563,535.12
634-03A,05A,06A IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
635-SEWER ASSESSMENT RESERVE	0.00	106,742.00	0.00	0.00	0.00	0.00	0.00	0.00	106,742.00
638-NW AREA SANITARY DISTRICT	1,295,032.61	49,597.88	1,309,353.96	0.00	0.00	3,341.01	376,265.52	135,111.00	273,090.04
639-SEWER EQUIPMENT REPLACEME	48,653.23	2.92	0.00	0.00	21,898.40	52,000.43	(82.30)	0.00	18,471.82
SUB-TOTAL WASTEWATER ENTERPRISE	3,921,877.39	2,531,044.06	1,309,737.96	0.00	359,873.50	1,660,117.84	1,198,152.86	688,580.50	4,352,511.51

CITY OF JOHNSTON
YEAR TO DATE TREASURERS REPORT
AS OF: APRIL 30TH, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D RECEIPTS	ACCOUNTS RECEIVABLE	BOND PROCEEDS	TRANSFERS IN	Y-T-D DISBURSEMENTS	ACCOUNTS PAYABLE	TRANSFERS OUT	ENDING CASH BALANCE
671-STORM WATER O&M	739,743.23	589,433.09	3,057,716.10	0.00	0.00	67,709.07	3,165,679.00	364,271.80	1,005,158.35
672-2016A STORM WATER SINKING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
675-STORM WATER IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL STORM WATER ENTERPRISE	739,743.23	589,433.09	3,057,716.10	0.00	0.00	67,709.07	3,165,679.00	364,271.80	1,005,158.35
TOTAL ENTERPRISE	8,407,401.43	6,638,683.93	4,593,390.83	0.00	830,351.10	5,709,326.73	4,554,012.82	1,673,099.20	8,454,632.52
TOTAL BUDGETED FUNDS	43,054,643.56	29,910,282.23	10,345,680.28	0.00	3,850,007.20	24,502,253.69	7,372,026.20	3,850,007.20	45,489,018.02
NON-PROGRAM, INTERNAL SERVICES									
950-HEALTH DEDUCTIBLE CLAIMS	613,914.61	1,172,130.59	0.00	0.00	0.00	1,021,243.73	0.00	0.00	764,801.47
953-EMPLOYEE FLEX SPENDING	2,099.99	334.07	0.00	0.00	0.00	(5,297.00)	(5,297.00)	0.00	2,434.06
TOTAL INTERNAL SERVICES	616,014.60	1,172,464.66	0.00	0.00	0.00	1,015,946.73	(5,297.00)	0.00	767,235.53
TOTAL BANK	43,670,658.16	31,082,746.89	10,345,680.28	0.00	3,850,007.20	25,518,200.42	7,366,729.20	3,850,007.20	46,256,253.55

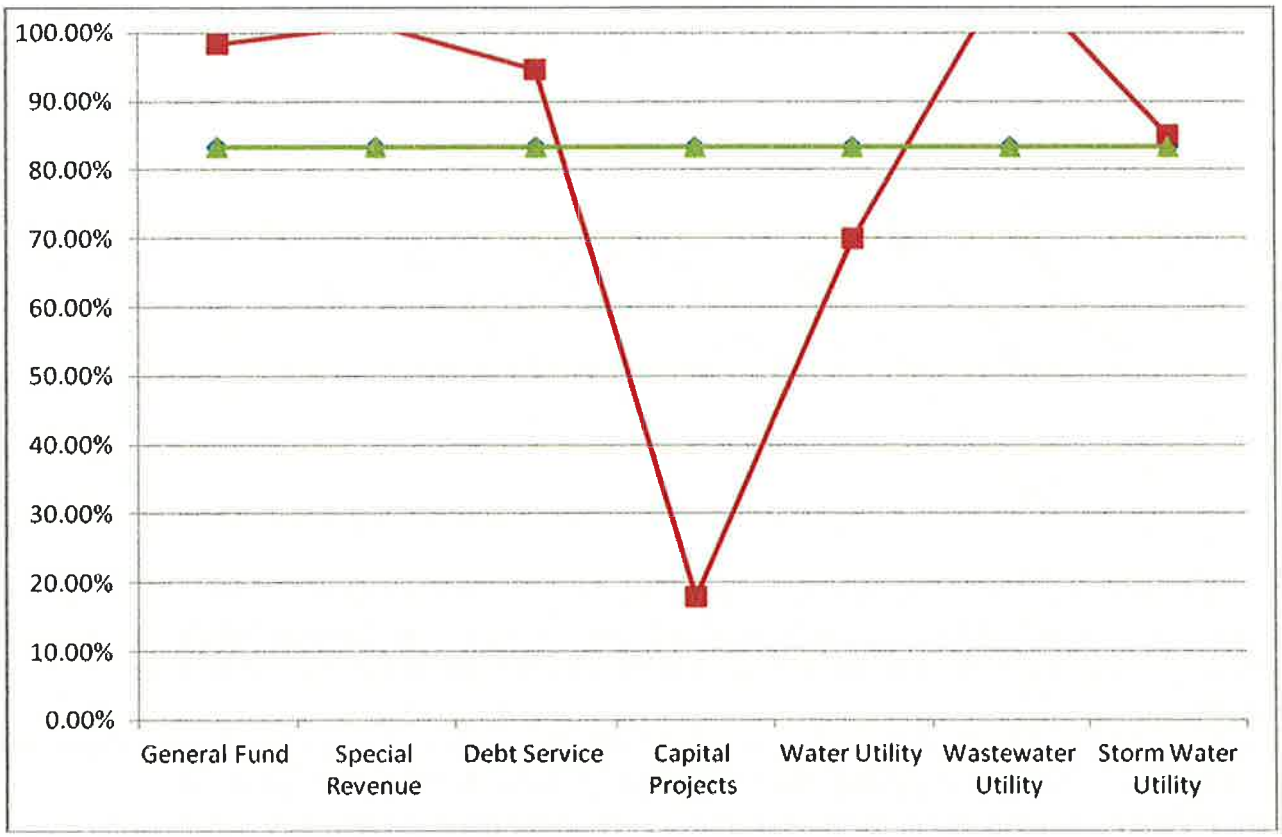
BW 4

Monthly Report Summarization

April 30, 2016

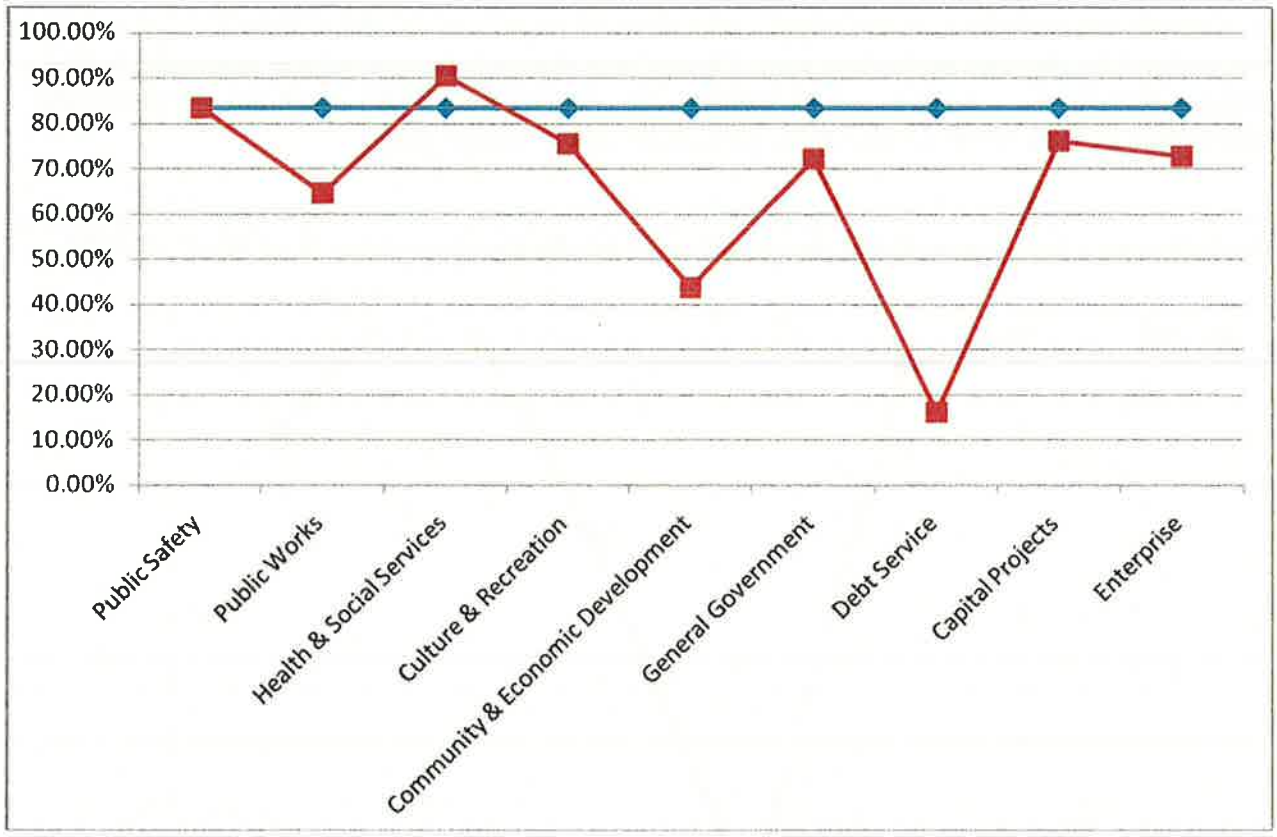
This report provides a summarization of the budget status after ten months of the 2015-2016 fiscal year. At the end of April we are 83.33% through the budget year. The red line indicates the percentage where the budget area is and blue/green line is the percentage of the budget year. Provided are bullet points for any particular area falling approximately 10% below or above the percentage of the budget year.

Revenues: The following chart demonstrates the condition of our budgeted revenues as of April 30, 2016:



- Capital project bond proceeds were budgeted but will not be issued in FY16. This will be adjusted when budget amendments are completed.
- Water sales are lower than normal, therefore the revenue is as well. This will be adjusted with the budget amendment.
- Wastewater Utility revenues slightly above budget due to more sewer connection revenue than anticipated. This will be adjusted during the budget amendment.

Expenditures: The following chart demonstrates the condition of our budgeted expenditures as of April 30, 2016:



- Payment to Polk County for the Kempton Bridge project has yet to be made ($430,000).
- Health and Social Services program area includes Mosquito spraying which began in July and is typically spent in the first half of the fiscal year. This will have to be included in the budget amendments.
- Community and Economic development expenses include Tax Increment Financing rebates. Payments occur in December and June, depending upon the language in the development agreement.
- First half Debt Service interest payments were in December and principal and second half interest payments are made in June. Therefore, this area never runs with the average budgeted expenditures.

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2016

% OF YEAR COMPLETED: 83.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
010-GENERAL FUND									
TOTAL REVENUE	11,712,537.00	10,532,713.14	11,114,320.00	3,765,185.88	10,927,446.99	0.00	0.00	186,873.01	98.32
TOTAL EXPENDITURES	13,138,188.00	9,963,974.75	11,825,000.00	753,610.55	9,246,353.33	0.00	75,208.24	2,503,438.43	78.19
REVENUES OVER/(UNDER) EXPENDITURES	(1,425,651.00)	568,738.39	(710,680.00)	3,011,575.33	1,681,093.66	0.00	(75,208.24)	(2,316,565.42)	236.55-
011-HOTEL-MOTEL TAX									
TOTAL REVENUE	185,000.00	150,274.26	245,000.00	1.08	241,716.26	0.00	0.00	3,283.74	98.66
TOTAL EXPENDITURES	220,714.00	192,913.46	265,000.00	35,005.86	213,992.76	0.00	0.00	51,007.24	80.75
REVENUES OVER/(UNDER) EXPENDITURES	(35,714.00(	42,639.20)	(20,000.00)	(35,004.78)	27,723.50	0.00	0.00	(47,723.50)	138.62-
012-COUNCIL RESERVE									
TOTAL REVENUE	0.00	0.00	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	2,565.00	(2,565.00)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.01	0.03	0.00	(2,565.00)	2,564.97	0.00
014-EMPLOYEE WORK CLOTHING									
TOTAL REVENUE	2,000.00	2,000.24	2,000.00	0.12	2,000.44	0.00	0.00	(0.44)	100.02
TOTAL EXPENDITURES	2,000.00	1,580.80	2,000.00	0.00	1,449.00	0.00	0.00	551.00	72.45
REVENUES OVER/(UNDER) EXPENDITURES	0.00	419.44	0.00	0.12	551.44	0.00	0.00	(551.44)	0.00
020-ASSESSMENT RESERVE									
TOTAL REVENUE	0.00	195.13	0.00	3.37	15.93	0.00	0.00	(15.93)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	195.13	0.00	3.37	15.93	0.00	0.00	(15.93)	0.00
030-PROJECT DEVELOPMENT									
TOTAL REVENUE	0.00	36.99	0.00	1.90	9.00	0.00	0.00	(9.00)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	36.99	0.00	1.90	9.00	0.00	0.00	(9.00)	0.00
040-EQUIP REPLACEMENT RESERVE									
TOTAL REVENUE	649,587.00	541,996.14	550,844.00	45,920.72	459,121.15	0.00	0.00	91,722.85	83.35
TOTAL EXPENDITURES	836,710.00	533,130.31	581,950.00	51,838.00	394,953.62	0.00	87,097.29	99,899.09	67.87
REVENUES OVER/(UNDER) EXPENDITURES	(187,123.00)	8,865.83	(31,106.00)	(5,917.28)	64,167.53	0.00	(87,097.29)	(8,176.24)	206.29-
125-T.I.F. #1 EAST CENTRAL									
TOTAL REVENUE	1,735,333.00	1,621,520.58	889,436.00	353,011.00	832,532.63	0.00	0.00	56,903.37	93.60
TOTAL EXPENDITURES	709,300.00	575,550.54	903,074.00	58,027.85	775,243.13	0.00	0.00	127,830.87	85.84
REVENUES OVER/(UNDER) EXPENDITURES	1,026,033.00	1,045,970.04	(13,638.00)	294,983.15	57,289.50	0.00	0.00	(70,927.50)	420.07-
126-T.I.F. #2 BEAVER CRK WEST									
TOTAL REVENUE	2,500.00	2,431.22	0.00	42.84	202.94	0.00	0.00	(202.94)	0.00
TOTAL EXPENDITURES	121,870.00	101,805.30	559,243.00	1,333.34	14,091.40	0.00	0.00	545,151.60	2.52
REVENUES OVER/(UNDER) EXPENDITURES	(119,370.00(	99,374.08)	(559,243.00)	(1,290.50)	(13,888.46)	0.00	0.00	(545,354.54)	2.48

% OF YEAR COMPLETED: 83.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
127-T.I.F. #3 NW 62ND AVE									
TOTAL REVENUE	2,638,518.00	1,728,819.56	2,745,338.00	1,138,143.86	2,789,554.40	0.00	0.00	(44,216.40)	101.61
TOTAL EXPENDITURES	2,784,419.00	1,309,140.80	3,253,070.00	97,766.68	1,459,522.90	0.00	0.00	1,793,547.10	44.87
REVENUES OVER/(UNDER) EXPENDITURES	(145,901.00)	419,678.76	(507,732.00)	1,040,377.18	1,330,031.50	0.00	0.00	(1,837,763.50)	261.96-
128-T.I.F. #4 WINDSOR OFF PK									
TOTAL REVENUE	59,369.00	56,929.46	40,505.00	10,264.13	35,073.93	0.00	0.00	5,431.07	86.59
TOTAL EXPENDITURES	91,326.00	17,192.80	118,677.00	1,657.09	16,570.90	0.00	0.00	102,106.10	13.96
REVENUES OVER/(UNDER) EXPENDITURES	(31,957.00)	39,736.66	(78,172.00)	8,607.04	18,503.03	0.00	0.00	(96,675.03)	23.67-
129-T.I.F. #5 NW 100TH AVE									
TOTAL REVENUE	244,047.00	167,875.49	540,725.00	173,610.32	472,527.38	0.00	0.00	68,197.62	87.39
TOTAL EXPENDITURES	109,788.00	71,473.20	101,478.00	2,916.67	59,512.20	0.00	0.00	41,965.80	58.65
REVENUES OVER/(UNDER) EXPENDITURES	134,259.00	96,402.29	439,247.00	170,693.65	413,015.18	0.00	0.00	26,231.82	94.03
130-T.I.F. #6 WEST CENTRAL									
TOTAL REVENUE	0.00	0.22	0.00	0.00	0.02	0.00	0.00	(0.02)	0.00
TOTAL EXPENDITURES	3,017.00	1,487.00	0.00	0.00	14,026.22	0.00	0.00	(14,026.22)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(3,017.00)	(1,486.78)	0.00	0.00	(14,026.20)	0.00	0.00	14,026.20	0.00
140-ROAD USE TAX									
TOTAL REVENUE	1,635,632.00	1,391,374.91	1,650,000.00	127,064.95	1,807,011.99	0.00	0.00	(157,011.99)	109.52
TOTAL EXPENDITURES	2,387,184.00	1,355,062.16	1,748,388.00	129,680.50	1,446,245.41	0.00	48,121.29	254,021.30	82.72
REVENUES OVER/(UNDER) EXPENDITURES	(751,552.00)	36,312.75	(98,388.00)	(2,615.55)	360,766.58	0.00	(48,121.29)	(411,033.29)	366.68-
167-POLICE TRUST - STATE									
TOTAL REVENUE	10,000.00	26.78	10,000.00	1,394.96	5,562.19	0.00	0.00	4,437.81	55.62
TOTAL EXPENDITURES	32,886.00	14,727.70	21,500.00	0.00	16,235.59	0.00	0.00	5,264.41	75.51
REVENUES OVER/(UNDER) EXPENDITURES	(22,886.00)	(14,700.92)	(11,500.00)	1,394.96	(10,673.40)	0.00	0.00	(826.60)	92.81
168-ODCP DRUG TRAINING GRANT									
TOTAL REVENUE	0.00	0.10	0.00	0.04	0.18	0.00	0.00	(0.18)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.10	0.00	0.04	0.18	0.00	0.00	(0.18)	0.00
169-POLICE TRUST-FEDERAL									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-SENIOR CITIZENS									
TOTAL REVENUE	4,900.00	4,900.32	5,300.00	0.18	5,407.80	0.00	0.00	(107.80)	102.03
TOTAL EXPENDITURES	7,000.00	2,848.08	5,300.00	468.82	2,581.81	0.00	0.00	2,718.19	48.71
REVENUES OVER/(UNDER) EXPENDITURES	(2,100.00)	2,052.24	0.00	(468.64)	2,825.99	0.00	0.00	(2,825.99)	0.00

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2016

% OF YEAR COMPLETED: 83.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
171-LIBRARY TRUST									
TOTAL REVENUE	24,000.00	18,466.29	24,000.00	0.95	18,398.20	0.00	0.00	5,601.80	76.66
TOTAL EXPENDITURES	24,000.00	24,000.00	28,000.00	0.00	28,000.00	0.00	0.00	0.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(5,533.71)	(4,000.00)	0.95	(9,601.80)	0.00	0.00	5,601.80	240.05
172-TREES									
TOTAL REVENUE	38,000.00	35,718.92	34,000.00	3,752.11	42,372.50	0.00	0.00	(8,372.50)	124.63
TOTAL EXPENDITURES	33,300.00	9,905.39	33,300.00	0.00	5,838.70	0.00	8,239.00	19,222.30	17.53
REVENUES OVER/(UNDER) EXPENDITURES	4,700.00	25,813.53	700.00	3,752.11	36,533.80	0.00	(8,239.00)	(27,594.80)	5,219.11
181-EAST PARK DISTRICT									
TOTAL REVENUE	0.00	0.28	0.00	0.11	0.51	0.00	0.00	(0.51)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.28	0.00	0.11	0.51	0.00	0.00	(0.51)	0.00
183-NORTHRIDGE PARK DISTRICT									
TOTAL REVENUE	0.00	7.30	0.00	2.74	12.93	0.00	0.00	(12.93)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	7.30	0.00	2.74	12.93	0.00	0.00	(12.93)	0.00
184-NORTH PARK DISTRICT									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
185-NORTHWEST PARK DISTRICT									
TOTAL REVENUE	0.00	1.18	0.00	0.44	2.06	0.00	0.00	(2.06)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1.18	0.00	0.44	2.06	0.00	0.00	(2.06)	0.00
186-SOUTHWEST PARK DISTRICT									
TOTAL REVENUE	0.00	3.57	0.00	1.33	6.30	0.00	0.00	(6.30)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3.57	0.00	1.33	6.30	0.00	0.00	(6.30)	0.00
201-2016A $1,020,000/$8,095M									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
206-2006C $2.495M OF $3.625M									
TOTAL REVENUE	0.00	548.83	0.00	0.31	1.46	0.00	0.00	(1.46)	0.00
TOTAL EXPENDITURES	0.00	0.00	10,935.00	0.00	0.00	0.00	0.00	10,935.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	548.83	(10,935.00)	0.31	1.46	0.00	0.00	(10,936.46)	0.01-

% OF YEAR COMPLETED: 83.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
207-2011B $1,850,000									
TOTAL REVENUE	223,000.00	185,839.27	223,000.00	18,587.06	185,845.98	0.00	0.00	37,154.02	83.34
TOTAL EXPENDITURES	222,150.00	23,575.00	223,213.00	0.00	21,606.25	0.00	0.00	201,606.75	9.68
REVENUES OVER/(UNDER) EXPENDITURES	850.00	162,264.27	(213.00)	18,587.06	164,239.73	0.00	0.00	(164,452.73)	7,107.85-
208-2012A $955,000/$9.19M									
TOTAL REVENUE	56,000.00	46,670.52	56,000.00	4,668.36	46,673.63	0.00	0.00	9,326.37	83.35
TOTAL EXPENDITURES	57,228.00	8,592.04	56,728.00	0.00	8,363.69	0.00	0.00	48,364.31	14.74
REVENUES OVER/(UNDER) EXPENDITURES	(1,228.00)	38,078.48	(728.00)	4,668.36	38,309.94	0.00	0.00	(39,037.94)	5,262.35-
209-2013B $4,385,000/$18,095M									
TOTAL REVENUE	320,000.00	266,674.15	320,935.00	25,837.56	258,348.29	0.00	0.00	62,586.71	80.50
TOTAL EXPENDITURES	316,415.00	70,707.50	312,918.00	0.00	68,956.63	0.00	0.00	243,961.37	22.04
REVENUES OVER/(UNDER) EXPENDITURES	3,585.00	195,966.65	8,017.00	25,837.56	189,391.66	0.00	0.00	(181,374.66)	2,362.38
212-2000A $450,000 OF $9.155									
TOTAL REVENUE	45,400.00	37,834.71	0.00	0.03	0.15	0.00	0.00	(0.15)	0.00
TOTAL EXPENDITURES	46,216.00	872.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(816.00)	36,962.71	0.00	0.03	0.15	0.00	0.00	(0.15)	0.00
213-2001A $1.560M/$9.155M									
TOTAL REVENUE	16,500.00	13,750.61	16,000.00	1,333.68	13,334.55	0.00	0.00	2,665.45	83.34
TOTAL EXPENDITURES	17,224.00	502.65	17,078.00	0.00	239.00	0.00	0.00	16,839.00	1.40
REVENUES OVER/(UNDER) EXPENDITURES	(724.00)	13,247.96	(1,078.00)	1,333.68	13,095.55	0.00	0.00	(14,173.55)	1,214.80-
221-1999B $950,000 OF $2.250									
TOTAL REVENUE	88,000.00	73,335.85	0.00	0.02	0.13	0.00	0.00	(0.13)	0.00
TOTAL EXPENDITURES	88,236.00	1,962.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(236.00)	71,373.85	0.00	0.02	0.13	0.00	0.00	(0.13)	0.00
222-200A $1.560M/$9.155M									
TOTAL REVENUE	155,500.00	129,587.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	157,150.00	3,815.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,650.00)	125,772.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
223-2001A $870,000/$3.360M									
TOTAL REVENUE	86,000.00	71,669.20	84,450.00	7,039.02	70,380.11	0.00	0.00	14,069.89	83.34
TOTAL EXPENDITURES	85,935.00	2,178.15	85,212.00	0.00	1,183.50	0.00	0.00	84,028.50	1.39
REVENUES OVER/(UNDER) EXPENDITURES	65.00	69,491.05	(762.00)	7,039.02	69,196.61	0.00	0.00	(69,958.61)	9,080.92-
224-2001C $935,000/$2.060M									
TOTAL REVENUE	87,000.00	72,502.61	86,000.00	7,355.75	73,546.97	0.00	0.00	12,453.03	85.52
TOTAL EXPENDITURES	88,564.00	2,298.00	86,465.00	0.00	1,248.50	0.00	0.00	85,216.50	1.44
REVENUES OVER/(UNDER) EXPENDITURES	(1,564.00)	70,204.61	(465.00)	7,355.75	72,298.47	0.00	0.00	(72,763.47)	5,548.06-

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225-2002B $1,620M/$4.655M									
TOTAL REVENUE	143,015.00	119,171.01	144,500.00	12,044.42	120,425.94	0.00	0.00	24,074.06	83.34
TOTAL EXPENDITURES	144,892.00	5,452.73	145,357.00	0.00	3,945.50	0.00	0.00	141,411.50	2.71
REVENUES OVER/(UNDER) EXPENDITURES	(1,877.00)	113,718.28	(857.00)	12,044.42	116,480.44	0.00	0.00	(117,337.44)	3,591.65-
226-2011C $4,045,000/$8.57M									
TOTAL REVENUE	284,000.00	236,673.54	284,000.00	23,670.72	236,680.57	0.00	0.00	47,319.43	83.34
TOTAL EXPENDITURES	285,311.00	50,138.20	283,461.00	0.00	49,230.55	0.00	0.00	234,230.45	17.37
REVENUES OVER/(UNDER) EXPENDITURES	(1,311.00)	186,535.34	539.00	23,670.72	187,450.02	0.00	0.00	(186,911.02)	4,777.37
227-2013B $1,065,000/$18,095M									
TOTAL REVENUE	77,000.00	64,168.47	77,000.00	6,417.77	64,170.64	0.00	0.00	12,829.36	83.34
TOTAL EXPENDITURES	74,429.00	17,214.50	78,629.00	0.00	16,814.50	0.00	0.00	61,814.50	21.38
REVENUES OVER/(UNDER) EXPENDITURES	2,571.00	46,953.97	(1,629.00)	6,417.77	47,356.14	0.00	0.00	(48,985.14)	2,907.07-
228-2015A $2,385,000/$21,620M									
TOTAL REVENUE	0.00	0.00	495,000.00	41,258.06	412,527.10	0.00	0.00	82,472.90	83.34
TOTAL EXPENDITURES	0.00	0.00	494,530.00	0.00	51,640.14	0.00	0.00	442,889.86	10.44
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	470.00	41,258.06	360,886.96	0.00	0.00	(360,416.96)	6,784.46
241-2012A $755,000/$9.19M									
TOTAL REVENUE	53,000.00	44,170.00	35,000.00	2,917.87	29,171.81	0.00	0.00	5,828.19	83.35
TOTAL EXPENDITURES	52,791.00	6,429.30	52,291.00	0.00	6,143.87	0.00	0.00	46,147.13	11.75
REVENUES OVER/(UNDER) EXPENDITURES	209.00	37,740.70	(17,291.00)	2,917.87	23,027.94	0.00	0.00	(40,318.94)	133.18-
251-1992/2003B $265,000									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
258-1998C $1,070,000									
TOTAL REVENUE	0.00	0.00	0.00	0.01	0.02	0.00	0.00	(0.02)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.01	0.02	0.00	0.00	(0.02)	0.00
259-1999A $1,785M									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
260-1999B $1.3M/ $2.250M									
TOTAL REVENUE	121,516.00	104,797.99	0.00	0.00	317.48	0.00	0.00	(317.48)	0.00
TOTAL EXPENDITURES	121,853.00	2,888.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(337.00)	101,909.49	0.00	0.00	317.48	0.00	0.00	(317.48)	0.00

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	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
261-2000A $7.145M/ $9,155M									
TOTAL REVENUE	715,000.00	628,469.34	0.00	0.00	2,859.29	0.00	0.00	(2,859.29)	0.00
TOTAL EXPENDITURES	721,045.00	17,712.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(6,045.00)	610,756.84	0.00	0.00	2,859.29	0.00	0.00	(2,859.29)	0.00
262-2001A $2.290/$3.360M									
TOTAL REVENUE	217,000.00	190,546.74	221,300.00	85,293.06	209,090.39	0.00	0.00	12,209.61	94.48
TOTAL EXPENDITURES	223,596.00	5,696.70	221,715.00	0.00	3,080.00	0.00	0.00	218,635.00	1.39
REVENUES OVER/(UNDER) EXPENDITURES	(6,596.00)	184,850.04	(415.00)	85,293.06	206,010.39	0.00	0.00	(206,425.39)	9,641.06-
263-2001C $1.125/$2.060M									
TOTAL REVENUE	105,100.00	92,348.21	104,200.00	40,193.31	98,542.91	0.00	0.00	5,657.09	94.57
TOTAL EXPENDITURES	106,556.00	2,762.00	104,030.00	0.00	1,499.00	0.00	0.00	102,531.00	1.44
REVENUES OVER/(UNDER) EXPENDITURES	(1,456.00)	89,586.21	170.00	40,193.31	97,043.91	0.00	0.00	(96,873.91)	7,084.65
264-2002B $3.035M/ $4.655M									
TOTAL REVENUE	276,020.00	242,361.69	271,072.00	104,351.83	255,853.99	0.00	0.00	15,218.01	94.39
TOTAL EXPENDITURES	271,446.00	10,216.02	272,318.00	0.00	7,392.00	0.00	0.00	264,926.00	2.71
REVENUES OVER/(UNDER) EXPENDITURES	4,574.00	232,145.67	(1,246.00)	104,351.83	248,461.99	0.00	0.00	(249,707.99)	9,940.77-
265-2004A $4,145,000									
TOTAL REVENUE	0.00	15,607.22	0.00	1.44	6.78	0.00	0.00	(6.78)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	15,607.22	0.00	1.44	6.78	0.00	0.00	(6.78)	0.00
266-2005B $8,955,000									
TOTAL REVENUE	781,014.00	684,917.17	776,046.00	289,413.67	729,093.83	0.00	0.00	46,952.17	93.95
TOTAL EXPENDITURES	775,350.00	85,034.25	775,650.00	0.00	72,935.00	0.00	0.00	702,715.00	9.40
REVENUES OVER/(UNDER) EXPENDITURES	5,664.00	599,882.92	396.00	289,413.67	656,158.83	0.00	0.00	(655,762.83)	5,696.67
267-2005C $900,000									
TOTAL REVENUE	467,449.00	453,451.26	80,000.00	6,668.12	66,671.87	0.00	0.00	13,328.13	83.34
TOTAL EXPENDITURES	462,900.00	8,950.00	80,334.00	0.00	8,389.90	0.00	0.00	71,944.10	10.44
REVENUES OVER/(UNDER) EXPENDITURES	4,549.00	444,501.26	(334.00)	6,668.12	58,281.97	0.00	0.00	(58,615.97)	7,449.69-
268-2006B $6,210,000									
TOTAL REVENUE	535,122.00	468,508.02	535,469.00	192,491.52	500,528.34	0.00	0.00	34,940.66	93.47
TOTAL EXPENDITURES	533,626.00	64,148.00	536,951.00	0.00	56,047.25	0.00	0.00	480,903.75	10.44
REVENUES OVER/(UNDER) EXPENDITURES	1,496.00	404,360.02	(1,482.00)	192,491.52	444,481.09	0.00	0.00	(445,963.09)	9,991.98-
269-2006C $1.130M $3.625M									
TOTAL REVENUE	0.00	0.00	0.00	0.01	0.02	0.00	0.00	(0.02)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.01	0.02	0.00	0.00	(0.02)	0.00

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270-2007B									
TOTAL REVENUE	452,806.00	397,806.01	449,206.00	173,037.70	424,241.10	0.00	0.00	24,964.90	94.44
TOTAL EXPENDITURES	452,806.00	66,403.13	449,206.00	0.00	59,603.13	0.00	0.00	389,602.87	13.27
REVENUES OVER/(UNDER) EXPENDITURES	0.00	331,402.88	0.00	173,037.70	364,637.97	0.00	0.00	(364,637.97)	0.00
271-2008A $3,195,000									
TOTAL REVENUE	289,687.00	250,403.36	292,287.00	83,522.59	265,493.00	0.00	0.00	26,794.00	90.83
TOTAL EXPENDITURES	223,636.00	40,824.00	298,438.00	0.00	36,524.00	0.00	0.00	261,914.00	12.24
REVENUES OVER/(UNDER) EXPENDITURES	66,051.00	209,579.36	(6,151.00)	83,522.59	228,969.00	0.00	0.00	(235,120.00)	3,722.47-
272-2010B $970,000									
TOTAL REVENUE	88,275.00	77,722.58	87,138.00	33,588.45	82,351.95	0.00	0.00	4,786.05	94.51
TOTAL EXPENDITURES	88,275.00	11,637.50	87,138.00	0.00	11,068.75	0.00	0.00	76,069.25	12.70
REVENUES OVER/(UNDER) EXPENDITURES	0.00	66,085.08	0.00	33,588.45	71,283.20	0.00	0.00	(71,283.20)	0.00
273-2011C $4,525,000/$8.57M									
TOTAL REVENUE	319,500.00	280,803.91	315,000.00	121,333.63	297,485.20	0.00	0.00	17,514.80	94.44
TOTAL EXPENDITURES	317,049.00	56,041.80	314,999.00	0.00	54,999.45	0.00	0.00	259,999.55	17.46
REVENUES OVER/(UNDER) EXPENDITURES	2,451.00	224,762.11	1.00	121,333.63	242,485.75	0.00	0.00	(242,484.75)	8,575.00
274-2012A $7.48M/$9,190,000									
TOTAL REVENUE	501,931.00	434,594.90	500,494.00	149,522.24	456,839.77	0.00	0.00	43,654.23	91.28
TOTAL EXPENDITURES	498,289.00	69,131.79	498,788.00	0.00	66,895.57	0.00	0.00	431,892.43	13.41
REVENUES OVER/(UNDER) EXPENDITURES	3,642.00	365,463.11	1,706.00	149,522.24	389,944.20	0.00	0.00	(388,238.20)	2,857.22
275-2013B $12,645M/$18,095M									
TOTAL REVENUE	1,029,615.00	890,303.01	1,016,315.00	296,014.76	924,734.30	0.00	0.00	91,580.70	90.99
TOTAL EXPENDITURES	1,028,312.00	204,156.13	1,015,913.00	0.00	197,957.00	0.00	0.00	817,956.00	19.49
REVENUES OVER/(UNDER) EXPENDITURES	1,303.00	686,146.88	402.00	296,014.76	726,777.30	0.00	0.00	(726,375.30)	790.37
276-2014A $7,800,000M									
TOTAL REVENUE	47,450.00	224,824.47	659,488.00	212,026.02	605,479.72	0.00	0.00	54,008.28	91.81
TOTAL EXPENDITURES	0.00	250.00	662,251.00	0.00	111,125.00	0.00	0.00	551,126.00	16.78
REVENUES OVER/(UNDER) EXPENDITURES	47,450.00	224,574.47	(2,763.00)	212,026.02	494,354.72	0.00	0.00	(497,117.72)	7,891.96-
277-2015A $18,845M/$21,620M									
TOTAL REVENUE	0.00	0.00	778,022.00	263,725.05	721,979.98	0.00	0.00	56,042.02	92.80
TOTAL EXPENDITURES	0.00	0.00	777,684.00	0.00	368,379.03	0.00	0.00	409,304.97	47.37
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	338.00	263,725.05	353,600.95	0.00	0.00	(353,262.95)	4,615.67
278-2016A $7,695M OF $8,521M									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

% OF YEAR COMPLETED: 83.33

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
313-SIDEWALK CONSTRUCTION									
TOTAL REVENUE	150,586.00	150,591.15	0.00	0.54	2.55	0.00	0.00	(2.55)	0.00
TOTAL EXPENDITURES	155,089.00	115,978.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(4,503.00)	34,613.08	0.00	0.54	2.55	0.00	0.00	(2.55)	0.00
314-CROWN POINT IMPROVEMENTS									
TOTAL REVENUE	0.00	0.00	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
315-NW 62ND& 103RD INT-NCL									
TOTAL REVENUE	2,796,065.00	2,797,153.00	0.00	145.65	1,468.62	0.00	0.00	(1,468.62)	0.00
TOTAL EXPENDITURES	2,195,150.00	1,501,674.12	0.00	0.00	113,838.44	0.00	0.00	(113,838.44)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	600,915.00	1,295,478.88	0.00	145.65	(112,369.82)	0.00	0.00	112,369.82	0.00
316-NW 64th & 63rd PL & MHR									
TOTAL REVENUE	311,000.00	3.83	700,000.00	0.00	10.78	0.00	0.00	699,989.22	0.00
TOTAL EXPENDITURES	309,712.00	74,148.00	700,000.00	2,719.80	350,352.54	0.00	0.00	349,647.46	50.05
REVENUES OVER/(UNDER) EXPENDITURES	1,288.00(	74,144.17)	0.00	(2,719.80)	(350,341.76)	0.00	0.00	350,341.76	0.00
317-AUGUSTINE TRAIL									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-PARK & TRAIL IMPROVEMENT									
TOTAL REVENUE	116,970.00	118,601.64	125,000.00	39.42	223,653.43	0.00	0.00	(98,653.43)	178.92
TOTAL EXPENDITURES	289,500.00	50,753.04	155,000.00	0.00	494.05	0.00	13,047.86	141,458.09	0.32
REVENUES OVER/(UNDER) EXPENDITURES	(172,530.00)	67,848.60	(30,000.00)	39.42	223,159.38	0.00	(13,047.86)	(240,111.52)	743.86-
325-FIBER OPTIC PROJECT									
TOTAL REVENUE	838,150.00	425,001.46	0.00	159.40	44,266.95	0.00	0.00	(44,266.95)	0.00
TOTAL EXPENDITURES	838,150.00	2,669.86	0.00	137.50	87,344.18	0.00	0.00	(87,344.18)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	422,331.60	0.00	21.90	(43,077.23)	0.00	0.00	43,077.23	0.00
333-NW 62ND-NW 86TH TO PPKWY									
TOTAL REVENUE	0.00	19.60	0.00	7.51	35.50	0.00	0.00	(35.50)	0.00
TOTAL EXPENDITURES	0.00	565.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00(	545.90)	0.00	7.51	35.50	0.00	0.00	(35.50)	0.00
334-MERLE HAY EAST IMPROVEMEN									
TOTAL REVENUE	4,880,161.00	4,879,634.73	3,984,847.00	224.16	258,896.34	0.00	0.00	3,725,950.66	6.50
TOTAL EXPENDITURES	3,665,350.00	997,673.86	3,984,847.00	53,363.26	2,539,894.45	0.00	0.00	1,444,952.55	63.74
REVENUES OVER/(UNDER) EXPENDITURES	1,214,811.00	3,881,960.87	0.00	(53,139.10)	(2,280,998.11)	0.00	0.00	2,280,998.11	0.00

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335-SIGNALIZATION PROJECTS									
TOTAL REVENUE	279,551.00	279,485.35	0.00	3.90	10,248.72	0.00	0.00	(10,248.72)	0.00
TOTAL EXPENDITURES	111,000.00	57,600.43	0.00	110.00	10,144.68	0.00	0.00	(10,144.68)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	168,551.00	221,884.92	0.00	(106.10)	104.04	0.00	0.00	(104.04)	0.00
338-JOINT PUBLIC SAFETY BLDG									
TOTAL REVENUE	238,048.00	238,010.85	0.00	158.53	12,479.87	0.00	0.00	(12,479.87)	0.00
TOTAL EXPENDITURES	1,396,853.00	831,858.31	0.00	0.00	111,850.31	0.00	0.00	(111,850.31)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,158,805.00)	(593,847.46)	0.00	158.53	(99,370.44)	0.00	0.00	99,370.44	0.00
339-SATELLITE FIRE STATION									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,100.00	1,073.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,100.00)	(1,073.89)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340-TERRA LAKE									
TOTAL REVENUE	2,631,089.00	2,481,514.98	400,000.00	59,525.25	495,264.01	0.00	0.00	(95,264.01)	123.82
TOTAL EXPENDITURES	4,160,250.00	1,849,849.92	0.00	22,650.00	184,711.00	0.00	0.00	(184,711.00)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,529,161.00)	631,665.06	400,000.00	36,875.25	310,553.01	0.00	0.00	89,446.99	77.64
341-LEW CLARKSON IMPROVEMENTS									
TOTAL REVENUE	0.00	8.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	150,586.00	150,587.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(150,586.00)	(150,579.11)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
342-2012 STORM DRAINAGE IMP									
TOTAL REVENUE	442,200.00	445,405.01	0.00	120.42	2,195.05	0.00	0.00	(2,195.05)	0.00
TOTAL EXPENDITURES	3,143,126.00	2,452,794.84	435,000.00	9,930.00	247,773.65	0.00	0.00	187,226.35	56.96
REVENUES OVER/(UNDER) EXPENDITURES	(2,700,926.00)	(2,007,389.83)	(435,000.00)	(9,809.58)	(245,578.60)	0.00	0.00	(189,421.40)	56.45
343-BEAVER DR.TRAIL									
TOTAL REVENUE	1,582,900.00	1,527,947.56	700,000.00	123.38	1,410.18	0.00	0.00	698,589.82	0.20
TOTAL EXPENDITURES	1,612,520.00	1,150,984.67	700,000.00	74,821.79	138,351.99	0.00	0.00	561,648.01	19.76
REVENUES OVER/(UNDER) EXPENDITURES	(29,620.00)	376,962.89	0.00	(74,698.41)	(136,941.81)	0.00	0.00	136,941.81	0.00
344-NW BEAVER DR/JOHNSTON DR									
TOTAL REVENUE	7,200.00	7,198.37	0.00	0.00	167.20	0.00	0.00	(167.20)	0.00
TOTAL EXPENDITURES	2,237,500.00	2,230,174.73	0.00	1,163.50	85,784.86	0.00	0.00	(85,784.86)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,230,300.00)	(2,222,976.36)	0.00	(1,163.50)	(85,617.66)	0.00	0.00	85,617.66	0.00
345-54th AVENUE IMPROVEMENTS									
TOTAL REVENUE	0.00	0.17	400,000.00	0.06	0.30	0.00	0.00	399,999.70	0.00
TOTAL EXPENDITURES	0.00	0.00	400,000.00	0.00	45,178.79	0.00	0.00	354,821.21	11.29
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.17	0.00	0.06	(45,178.49)	0.00	0.00	45,178.49	0.00

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346-70TH AVE IMP (86TH-107TH)									
TOTAL REVENUE	9,758,239.00	9,757,973.97	0.00	1,726.39	17,291.16	0.00	0.00	(17,291.16)	0.00
TOTAL EXPENDITURES	8,655,500.00	770,516.82	0.00	514,317.48	723,175.41	0.00	0.00	(723,175.41)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	1,102,739.00	8,987,457.15	0.00	(512,591.09)	(705,884.25)	0.00	0.00	705,884.25	0.00
347-STORM WATER CAPITAL IMPR									
TOTAL REVENUE	825.00	800.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	416,552.00	416,551.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(415,727.00)	(415,750.43)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
348-MERLE HAY & NW 62ND INTE									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
349-NW 100TH (NW62NDtoNW 70TH									
TOTAL REVENUE	4,301,020.00	4,301,171.23	1,500,000.00	1,339.17	431,947.11	0.00	0.00	1,068,052.89	28.80
TOTAL EXPENDITURES	4,684,980.00	394,771.84	1,500,000.00	6,338.42	1,345,148.53	0.00	0.00	154,851.47	89.68
REVENUES OVER/(UNDER) EXPENDITURES	(383,960.00)	3,906,399.39	0.00	(4,999.25)	(913,201.42)	0.00	0.00	913,201.42	0.00
350-2014 WETLAND MITIGATION									
TOTAL REVENUE	225.00	290.20	0.00	25.02	252.69	0.00	0.00	(252.69)	0.00
TOTAL EXPENDITURES	61,500.00	150.00	0.00	0.00	5,907.90	0.00	0.00	(5,907.90)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(61,275.00)	140.20	0.00	25.02	(5,655.21)	0.00	0.00	5,655.21	0.00
355-CAPITAL IMPR. RESERVE									
TOTAL REVENUE	0.00	3.16	0.00	2.30	10.88	0.00	0.00	(10.88)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3.16	0.00	2.30	10.88	0.00	0.00	(10.88)	0.00
601-WATER O/M									
TOTAL REVENUE	4,272,711.00	3,266,091.67	5,023,375.00	305,953.71	3,507,359.63	0.00	0.00	1,516,015.37	69.82
TOTAL EXPENDITURES	4,764,851.00	3,096,232.05	5,608,375.00	291,839.54	3,338,060.93	0.00	28,586.10	2,241,727.97	59.52
REVENUES OVER/(UNDER) EXPENDITURES	(492,140.00)	169,859.62	(585,000.00)	14,114.17	169,298.70	0.00	(28,586.10)	(725,712.60)	28.94-
602-1997A, 2011A WTR SINKING									
TOTAL REVENUE	616,485.00	524,814.26	550,000.00	45,857.95	458,436.88	0.00	0.00	91,563.12	83.35
TOTAL EXPENDITURES	590,396.00	48,934.25	599,560.00	0.00	54,320.00	0.00	0.00	545,240.00	9.06
REVENUES OVER/(UNDER) EXPENDITURES	26,089.00	475,880.01	(49,560.00)	45,857.95	404,116.88	0.00	0.00	(453,676.88)	815.41-
603-1997A, 2001B BOND RESERVE									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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604-1997A, 2001B IMPROVEMENT									
TOTAL REVENUE	0.00	291.79	0.00	4.73	22.36	0.00	0.00	(22.36)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	291.79	0.00	4.73	22.36	0.00	0.00	(22.36)	0.00
605-NW AREA WATER IMPROVEMENT									
TOTAL REVENUE	0.00	1.21	0.00	0.46	2.16	0.00	0.00	(2.16)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1.21	0.00	0.46	2.16	0.00	0.00	(2.16)	0.00
607-SAYLORVILLE WATER CONNECT									
TOTAL REVENUE	1,641,188.00	1,641,100.44	0.00	172.82	5,292.93	0.00	0.00	(5,292.93)	0.00
TOTAL EXPENDITURES	1,608,000.00	5,906.55	0.00	0.00	1,152,885.36	0.00	0.00	(1,152,885.36)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	33,188.00	1,635,193.89	0.00	172.82	(1,147,592.43)	0.00	0.00	1,147,592.43	0.00
609-WATER EQUIPMENT REPLACEME									
TOTAL REVENUE	14,573.00	52,758.90	14,573.00	1,215.40	12,150.42	0.00	0.00	2,422.58	83.38
TOTAL EXPENDITURES	43,800.00	13,591.50	25,000.00	0.00	52,000.43	0.00	0.00	(27,000.43)	208.00
REVENUES OVER/(UNDER) EXPENDITURES	(29,227.00)	39,167.40	(10,427.00)	1,215.40	(39,850.01)	0.00	0.00	29,423.01	382.18
625-CUSTOMER DEPOSITS									
TOTAL REVENUE	4,700.00	4,440.00	5,000.00	560.00	5,420.00	0.00	0.00	(420.00)	108.40
TOTAL EXPENDITURES	4,700.00	4,480.00	5,000.00	380.00	4,480.00	0.00	0.00	520.00	89.60
REVENUES OVER/(UNDER) EXPENDITURES	0.00(40.00)		0.00	180.00	940.00	0.00	0.00	(940.00)	0.00
631-SEWER O/M									
TOTAL REVENUE	2,494,272.00	2,141,061.68	2,310,000.00	238,326.84	2,374,626.49	0.00	0.00	(64,626.49)	102.80
TOTAL EXPENDITURES	2,201,309.00	1,885,019.19	2,133,631.00	204,188.47	2,113,888.40	0.00	96,405.14	(76,662.54)	99.07
REVENUES OVER/(UNDER) EXPENDITURES	292,963.00	256,042.49	176,369.00	34,138.37	260,738.09	0.00	(96,405.14)	12,036.05	147.84
632-03A, 05A, 06A BOND SINKIN									
TOTAL REVENUE	440,000.00	366,786.33	440,000.00	33,815.29	338,049.87	0.00	0.00	101,950.13	76.83
TOTAL EXPENDITURES	437,340.00	61,580.00	436,460.00	0.00	44,357.50	0.00	0.00	392,102.50	10.16
REVENUES OVER/(UNDER) EXPENDITURES	2,660.00	305,206.33	3,540.00	33,815.29	293,692.37	0.00	0.00	(290,152.37)	8,296.39
633-03A,05A,06A RESERVE									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
634-03A,05A,06A IMPROVEMENT									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(500,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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635-SEWER ASSESSMENT RESERVE									
TOTAL REVENUE	200,200.00	117,825.74	0.00	0.00	106,742.00	0.00	0.00	(106,742.00)	0.00
TOTAL EXPENDITURES	290,000.00	241,666.70	290,000.00	0.00	0.00	0.00	0.00	290,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(89,800.00)	(123,840.96)	(290,000.00)	0.00	106,742.00	0.00	0.00	(396,742.00)	36.81-
638-NW AREA SANITARY DISTRICT									
TOTAL REVENUE	626,058.00	126,056.90	0.00	8.59	49,597.88	0.00	0.00	(49,597.88)	0.00
TOTAL EXPENDITURES	676,356.00	648,731.27	242,133.00	13,511.10	138,452.01	0.00	0.00	103,680.99	57.18
REVENUES OVER/(UNDER) EXPENDITURES	(50,298.00)	(522,674.37)	(242,133.00)	(13,502.51)	(88,854.13)	0.00	0.00	(153,278.87)	36.70
639-SEWER EQUIPMENT REPLACEME									
TOTAL REVENUE	26,278.00	21,901.16	26,278.00	2,190.20	21,901.32	0.00	0.00	4,376.68	83.34
TOTAL EXPENDITURES	43,800.00	13,591.50	25,000.00	0.00	52,000.43	0.00	0.00	(27,000.43)	208.00
REVENUES OVER/(UNDER) EXPENDITURES	(17,522.00)	8,309.66	1,278.00	2,190.20	(30,099.11)	0.00	0.00	31,377.11	2,355.17-
671-STORM WATER O&M									
TOTAL REVENUE	638,787.00	570,052.31	694,173.00	59,457.49	589,433.09	0.00	0.00	104,739.91	84.91
TOTAL EXPENDITURES	488,727.00	357,985.59	518,321.00	47,576.18	431,980.87	0.00	0.00	86,340.13	83.34
REVENUES OVER/(UNDER) EXPENDITURES	150,060.00	212,066.72	175,852.00	11,881.31	157,452.22	0.00	0.00	18,399.78	89.54
672-2016A STORM WATER SINKING									
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
950-HEALTH DEDUCTIBLE CLAIMS									
TOTAL REVENUE	0.00	934,691.84	0.00	136,077.45	1,172,130.59	0.00	0.00	(1,172,130.59)	0.00
TOTAL EXPENDITURES	0.00	886,703.70	0.00	96,000.00	1,021,243.73	0.00	0.00	(1,021,243.73)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	47,988.14	0.00	40,077.45	150,886.86	0.00	0.00	(150,886.86)	0.00
953-EMPLOYEE FLEX SPENDING									
TOTAL REVENUE	0.00	(95,522.96)	0.00	0.00	334.07	0.00	0.00	(334.07)	0.00
TOTAL EXPENDITURES	0.00	(103,806.69)	0.00	0.00	(5,297.00)	0.00	0.00	5,297.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	8,283.73	0.00	0.00	5,631.07	0.00	0.00	(5,631.07)	0.00
GRAND TOTAL REVENUES	65,832,804.00	60,138,521.27	42,632,636.00	8,707,959.12	34,932,754.09	0.00	0.00	7,699,881.91	81.94
GRAND TOTAL EXPENDITURES	73,696,679.00	35,225,373.95	45,146,539.00	2,471,352.40	29,368,207.62	0.00	359,269.92	15,419,061.46	65.05
REVENUES OVER/(UNDER) EXPENDITURES	(7,863,875.00)	24,913,147.32	(2,513,903.00)	6,236,606.72	5,564,546.47	0.00	(359,269.92)	(7,719,179.55)	221.35-

*** END OF REPORT ***

BW5

SENIOR CITIZENS 2015-2016					
	April		Actual 7/01/15-4/30/16	Budget 07/01/15-06/30/16	<Over> Under Budget
Beginning Cash	6,018.14		3,677.51	2,380.16	-1,297.35
Revenue	0.18		107.80	0.00	-107.80
From General Fund	0.00		5,300.00	5,300.00	0.00
Expenditures	468.82		3,535.81	5,300.00	1,764.19
Ending Cash	5,549.50		5,549.50	2,380.16	-3,169.34

BW6

City of Johnston
Year to Date Building Permit Report
April 2016

	This Month		LAST MONTH		THIS MONTH LAST YEAR		THIS CALENDAR YEAR		LAST CALENDAR YEAR		THIS FISCAL YEAR		LAST FISCAL YEAR	
BUILDING PERMITS	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION
Single Family Dwelling	9	$ 2,899,000	25	$ 13,026,000	11	$ 3,444,000	43	$ 5,887,025	31	$ 6,824,000	116	$ 40,646,000	72	$ 21,879,000
Townhome	0	$ -	0	$ -	0	$ -	0	$ -	19	$ 3,597,000	9	$ 2,117,000	34	$ 6,975,000
Duplex	6	$ 1,101,000	0	$ -	2	$ 302,000	10	$ 1,725,000	2	$ 302,000	16	$ 2,638,000	13	$ 2,427,000
Multi-Family Residential	0	$ -	1	$ 4,602,000	0	$ -	1	$ 4,602,000	1	$ 3,131,000	8	$ 50,763,000	4	$ 15,412,000
Total Residential	**15**	**$ 4,000,000**	**26**	**$ 17,628,000**	**13**	**$ 3,746,000**	**54**	**$ 7,612,026**	**53**	**$ 13,854,000**	**149**	**$ 96,164,000**	**123**	**$ 46,693,000**
Commercial	1	$ 2,000,000	0	$-	1	$ 80,000	1	$ 2,000,000	2	$ 300,000	7	$ 38,282,984	6	$ 8,018,000
Industrial	0	$ -	0	$-	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
Total Commercial	**1**	**$ 2,000,000**	**0**	**$ -**	**1**	**$ 80,000**	**1**	**$ 2,000,000**	**2**	**$ 300,000**	**7**	**$ 38,282,984**	**6**	**$ 8,018,000**
Res. Garages & Accessory Bldgs.	15	$ 49,003	0	$-	4	$ -	15	$ 49,003	5	$ 4,000	38	$ 998,523	24	$ 263,000
Commercial Garages & Accessory Buildings	0	$ -	2	$-	0	$ -	2	$ 2	0	$ -	3	$ 181,000	0	$ -
Relocation & Demolition	0	$ -	0	$-	5	$ -	2	$ -	8	$ -	5	$ -	11	$ -
Swimming Pools	0	$ -	1	$ -	5	$ 83,000	1	$ 1	6	$ 113,000	5	$ 59,000	10	$ 206,000
Fences	16	$ -	18	$ -	12	$ -	34	$ 18	25	$ -	65	$ -	67	$ -
Signs	3	$ -	2	$ -	6	$ -	12	$ 2	17	$ -	35	$ -	35	$ -
Government	0	$ -	0	$-	1	$ -	0	$ -	1	$ -	0	$ -	2	$ 69,158,000
ADDITIONS & ALTERATIONS														
Dwellings	26	$ 433,801	18	$ 295,000	13	$ 204,000	55	$ 956,801	31	$ 746,000	110	$ 1,884,441	86	$ 1,624,000
Commercial	1	$ 115,000	1	$ 325,000	4	$ 234,000	6	$ 1,185,000	13	$ 1,512,000	28	$ 7,680,600	27	$ 5,100,600
Industrial	0	$ -	0	$-	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
Other	0	$ -	0	$-	0	$ -	0	$ -	1	$ -	0	$ -	1	$ -
Grand Total	**77**	**$ 6,597,804**	**69**	**18,248,000**	**64**	**4,347,000**	**182**	**16,404,852**	**162**	**16,529,000**	**445**	**145,250,548**	**392**	**131,062,600**

8W7

City of Johnston

Street Division Monthly Operations Report

Date: April 2016	Work Completed	Man Hours
Concrete Maintenance		
Full Depth Patching	14 Patches	569.5
Crack \ Joint Sealing	Ongoing	6
Pothole Repair	Ongoing	61.5
Miscellaneous Repair	Ongoing	14
Total:		***651***
Asphalt Maintenance		
Full Depth Patching	Ongoing	5
Crack \ Joint Sealing	Merle Hay Rd	9
Pothole Repair	Ongoing	6
Miscellaneous Repair		
Total:		***20***
Roadway Markings		
New Sign Installation		
Sign Maintenance	Ongoing	41
Roadway Painting		
Traffic Signals \ Street Lighting	Monitor Testing	36
Total:		***77***
Roadway and Roadside Maintenance		
Road Side Mowing	Ongoing	4
Shoulder Maintenance		
Street Sweeping	Spring Sweeping	69
Brush and Trash Removal		
Total:		
Facility Maintenance		
Facility Maintenance City Hall	Ongoing	17.5
Facility Maintenance Library	Ongoing	12
Facility Maintenance Police Dept	Ongoing	4
Facility Maintenance Fire Dept		
Facility Maintenance Public Works	Ongoing	195
Total:		***228.5***
Storm Water Drainage		
Intake Structure Repair \ Replace	Ongoing	8
Culvert Repair \ Replace		
Ditch \ Culvert Grading and Cleaning	Ongoing	4
Intake Cleaning \ Debris Removal	Rain Events	12
Total:		***24***

	Work Completed	Man Hours
Snow and Ice Control		
Equipment Prep and Maintenance	**Equip Storage**	53
Anti Ice Control		
Snow Removal Operations		
Clean-up Operations		
Material Stock Pile \ Storage		
Total:		***53***
Miscellaneous Service Requests		
Community Events	Brush Chipping	35
Tornado Sirens	Testing with PCSO	18
Banners	Drop Off	1
Assist other Departments		
Animal Control \ Dead Animal Disposal	5 Disposals	2
Total:		***56***
Emergency Operations		
Flooding		
High Wind Event		
Total:		
Fleet Maintenance		
Public Works	Ongoing	118.5
Police	Ongoing	26
Fire	Ongoing	23
Water \ Sewer	Ongoing	6
Community Development		
Total:		***173.5***
Training / Safety		
Training Classes	Ongoing	51
Safety Classes	Ongoing	61
Total:		***112***

Paid Time Off taken in April, 131 hours.
Snow and Ice equipment was cleaned, painted and stored for the season. Spring street sweeping continued.
Concrete patching and pot hole repair is underway for the season. Additional tornado siren testing and trouble shooting was done and the problem was corrected. Staff assisted with brush chipping during spring clean up week. Annual testing of conflict monitors is being done. Work on remodeling the public works break room. A number of staff members attended the spring APWA conference Safety topic of the month, Flager Safety & Natural & Propane Gas Safety.

BWB

City of Johnston

Water Department Monthly Operations Report

	Date:		Apr-16
	Work Completed	Units	ManHours
Service Orders			
Total Service Orders	*150*	*each*	*73*
DNR Sampling Requirements			
DNR: Disinfectant Residual	*84*	*Each*	40
DNR: Bacteria Sampling	*20*	*Each*	12
DNR: Disinfectant By-Products	*0*	*Each*	0
Total: Samples			*52*
Water Distribution Maintenance			
Water Infrastructure Repairs			4
Water Division Equipment Maintenance			208
Total: Distribution Maintenance			*212*
Utility Locates			
Utility Locate Requests	592	*Each*	296
GIS Mapping			3
Total Utility Locates			299
Grand Totals			**636**

gw3

City of Johnston

Wastewater Department Monthly Operations Report

	Date:		Apr-16
	Work Completed	Units	ManHours
Low Pressure Sewer			
Grinder Tank: Preventative Maintenance			69
Grinder Tank: Repairs	2	*Each*	4
Grinder Pumps Replaced	0	*Each*	
Grinder Tank Inspections	1	*Each*	1
Total: Low Pressure Sewer Maintenance			*74*
Sanitary Sewer Manholes			
Manhole: Inspections	0		0
Manhole: Rehab	0		0
Manhole: Cleaning	0		0
Total: Sanitary Sewer Manhole Maintenance			*0*
Sanitary Sewer Pipeline			
Pipeline: Televising	0	*Lineal Ft*	0
Pipeline: Repairs	0		0
Pipeline: Cleaning	0	*Lineal Ft*	0
Total: Sanitary Sewer Pipeline Maintenance			*0*
Sewer Equipment Maintenance			
Total: Sewer Equipment Maintenance			*31*
Sanitary Sewer Grand Totals			**105**
Training			**37**
Storm Sewer			**3**
Streets (Snow)			**0**
Building Maintenance			**16**

PLANNING & ZONING COMMISSION

BWG

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

Minutes
Regular Meeting: Monday, May 9, 2016

AGENDA

1. Call to Order

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

2. Roll Call

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

City Staff Present: David Wilwerding, Aaron Wolfe, Rebekah Davis

3. Approval of Agenda

Petersma called for a vote to approve the agenda.

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

4. Approval of Meeting Minutes: Regular Meeting of April 25, 2016.

Roll Call Vote:

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

5. PZ 16-09; The Enclave Plat 3 Preliminary and Final Plat: The applicant, The Enclave of Johnston, has proposed to subdivide 18.7 acres into three lots to be accessed from Enclave Circle and two outlots for future development.

Wolfe presented the staff report.

Petersma opened for public comment at 7:05 p.m.

Kevin Stubbs, 6251 Enclave Circle, has spoken with Wolfe and the applicant in an attempt to guarantee that the developer does have the legal authority to subdivide Outlot 'Z'. Stubbs understands that the City does not interpret or enforce covenants. He stated he may seek clarification from legal counsel to determine if the applicant has the legal right under the covenants to subdivide the outlot. He is not firmly opposed to the proposed development however, he prefers the green space.

Petersma questioned if the applicant and the adjacent property owners had common ownership of Outlot 'Z'.

Stubbs responded that the covenants specified that the developer owned Outlot 'Z'. Ownership of Outlot 'Z' could have been transferred to the association. Additionally, the covenants specify if the developer owned a lot or a portion of a lot, he would have sole voting membership in the association.

Petersma noted that ownership of Outlot 'Z' had not been transferred to the property owners.

Petersma and Wilwerding clarified regarding the dubious ownership, before a final plat can go before City Council for approval, the applicant's attorney will need to provide a title opinion, and consent to plat which would be reviewed by the City Attorney.

Steven Safris, 6240 Enclave Circle, specified his property was located directly east of Outlot 'Z'. He is in agreement with Stubbs in questioning the legal right of the applicant to develop the outlot and will pursue a legal interpretation of the covenant bylaws with respect to the ownership of Outlot 'Z'. He purchased the property under the assumption that Outlot 'Z' would remain green space. He is opposed to the 3 lots being developed.

Christopher Winkler, 6232 Enclave Circle, he would like to insure that the applicant has the legal authority to develop the Outlot 'Z'. He received no notification about the proposed action and learned of the proposed development from his neighbors. He suggests that the 3 proposed lots have conservations easements. He considers it important to maintain the green space.

Tim Hogan of Hogan Law Offices, the applicant's attorney, states that the developer owns the Outlot 'Z' and this property was not dedicated to the homeowners association. The covenants provide that if the developer elected to dedicate Outlot 'Z' the association had to receive and maintain the property. The developer reserved the right to develop the property. The homeowners association is under the assumption that the covenant states that you cannot replat a lot. However, other lots in the Enclave have been replatted.

Petersma closed the public hearing at 7:20 p.m.

Johnson inquired based on topographic and erosion control data if Lots 1 -3 to have a conservation easement.

Wolfe noted approval condition #4 and stated that the sensitive stormwater runoff areas are on the south adjacent property Outlot 'X'. Once platted, these lots will be required to have conservation easements.

Wolfe added that the mailing notice did go to immediate adjacent property owners and that there is not a legal requirement for the City to notify neighbors for a minor subdivision however, this is typically done as a courtesy to the immediately adjacent property owners, he further indicated the list would be reviewed prior to the City Council notification being mailed.

Doug Siedenberg, the applicant, stated that this partner Kevin Kohles and he have endeavored to preserve the trees in the area and intend to maintain the green space. Their concern for the preserving the trees and the complex topographic in the area inclined them to make the proposed lots larger than the existing lots creating a substantial distance between adjacent residences.

Petersma recalled the consideration was taken in the development of the Enclave to maintain the trees, terrain and drainage patterns. He believes that the applicant will maintain the terrain and green space as they had done in the Enclave.

Motion by Smith, second by Spencer to approve PZ 16-09; The Enclave Plat 3 Preliminary and Final Plat, subject to the following conditions:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. Submission of all final plat documentation to City's Staff and Attorney, for review and approval, must occur six (6) working days prior to the City Council's regular meeting.
3. Plat approval is contingent on annexation of the subject property. The final plat cannot be filed until acknowledgement of annexation is received from the Secretary of State.
4. Conservation easements are not required on Lots 1-3 provided a conservation easement of sufficient size is provided to protect existing trees and sensitive drainage ways upon future subdivision of south-adjacent Outlot 'X'.
5. Address comments from Foth's review letter dated May 3, 2016.

Roll Call Vote:

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

6. **PZ 16-10; Premier Lending Alliance Site Plan, 8831 Thomas Avenue:** The applicant, Premier Lending Alliance has submitted site plans for the development of a 9,342 square foot Credit Union on Lot 6 of The Windsor Office Park north of Thomas Avenue. The site is zoned Planned Unit Development, being part of the Windsor Office PUD.

Wolfe presented the staff report.

Petersma inquired if PUD amendments were reviewed on a case by case basis.

Wilwerding clarified that City Council desired to review PUD amendments on a case by case basis as opposed to amending the PUD in its entirety.

Motion by Johnson, second by Spencer to approve 6. PZ 16-10; Premier Lending Alliance Site Plan, 8831 Thomas Avenue, subject to the following conditions:

1. The project shall be in conformance and in accordance with the requirements, standards and regulations of the City of Johnston, and any other requirement of state or federal law or administrative rule.
2. A Storm Water Pollution Prevention Plan, Evidence of NPDES Permit from the Iowa DNR and a City Grading Permit shall be provided prior to any ground disturbing activity on the site.

3. No exterior site lighting may be installed unless and until a photometric layout and manufacturer's cut sheets for proposed lighting have been submitted in satisfaction of Johnston's site lighting requirements as established by Resolution 99-56 for staff review.

4. **The site plans must be amended and the following items shall be completed prior to the issuance of a building permit:**

   a) Applicant submittal of a recorded ingress/egress access easement as depicted on site plans allowing cross-access with east-adjacent property.
   b) Applicant submittal of a recorded easement to discharge stormwater on north-adjacent property.
   c) Applicant shall provide a recorded stormwater management maintenance agreement for proposed stormwater basin detailing a long-term maintenance schedule and assigning responsibilities for such.
   d) Correct plant schedule to correctly label Pseudotsuga Menziesii as "Douglas Fir", Amelanchier Canadensis as "Serviceberry" and to reconcile inconsistencies between the number of Red Maple shown on the site plan vs. the number listed in the plant schedule (4 vs. 3).
   e) Address comments 1-12 from Foth's review letter dated May 3, 2016.

Roll Call Vote:

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

Motion by Johnson, second by Spencer to approve a recommendation of a minor amendment to the Windsor Office Park PUD to accept use of stone in lieu brick toward satisfaction of the architectural requirements for building elevations facing public streets within the PUD for Lot 6.

Roll Call Vote:

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

7. **PZ 16-11; Consider a recommendation of Ordinance 944 to add a definition of a raceway within Chapter 170, Zoning Sign Regulations of the City of Johnston Code of Ordinances:** 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.

Wilwerding presented the staff report.

Motion by Smith, second by Serevino to approve PZ 16-11, a recommendation of Ordinance 944 to add a definition of a raceway within Chapter 170, Zoning Sign Regulations of the City of Johnston Code of Ordinances.

Roll Call Vote:

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

8. **Other Business.**
9. **Adjournment**

Meeting adjourned at 7:46 PM.

Chair **Secretary**

ITEM NO. 9A

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Third and final consideration of Ordinance 941	ACTION REQUIRED: _X_ Ordinance ___ Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:	Third and final 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 third and final consideration of Ordinance 941.

Motion by _____, seconded by _____, Third and final consideration of Ordinance 941

ORDINANCE NO. 941

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

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

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

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

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

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

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

Section 5. WHEN EFFECTIVE. This ordinance shall be in full effect from and after its final passage, approval, and publication on the 1st day of July 2016 as provided by law.

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

_____

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

ITEM NO. 9B

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Third and final consideration of Ordinance 942	ACTION REQUIRED: X Ordinance WDD ___ Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:

Third and final 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

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 $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 $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 $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 $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 $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 $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 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 $35.00 fee collected for shutting the water off at the curb valve and a $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. Residential Single Family Construction. Construction Water Permit for Residential Single Family Construction is $200.00. Construction Water Permit allows 210 days of unmetered water for the purpose of constructing one (1) Residential Single Family Dwelling.

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

3. Inspection fee during construction is $35.00"

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

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

Section 9. WHEN EFFECTIVE. This ordinance shall be in full effect from and after its final passage, approval, and publication on the 1st day of July 2016 as provided by law.

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

_____
PAULA DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

9C

ITEM NO.

Johnston
COMMUNITY DEVELOPMENT

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

SUBJECT:	**ACTION REQUIRED:**
Second 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.

At the May 2, 2016 Council Meeting, the first reading of the ordinance was approved, however questions were raised about enforcement during the evening hours and during special events at the school. As a follow up to that discussion, staff felt it was appropriate to establish limits on when the 2 hour limit would be enforced. In discussions with the developer, they requested between the hours of 7 a.m. and 7 p.m. to coincide with the hours during which they typically see the most traffic to their leasing offices. In consultation with the Police Chief, staff is recommending the 2 hour limit be in place between 7 a.m. and 6 p.m. and would note that between 4-7 p.m. it will often be difficult for enforcement to occur as this is generally the time period for a higher level of calls for service due to increases in traffic volume, collisions, and calls associated with school

	dismissals and children at play. Additionally, many school athletic events hosted in and around the area begin as early as 4pm. Spectators at these events seeking access to nearby overflow parking may necessitate use of the additional on street parking spaces. To this end, staff has redlined a proposed amendment to Ordinance 946, as attached, by adding the phrase, "between the hours of 7 a.m. and 6 p.m." to the ordinance. Staff would recommend Council amend Ordinance 946 prior to consideration of the second reading.
FISCAL IMPACT:	None.
RECOMMENDATION:	Amend Ordinance 946 as attached and approve second 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, between the hours of 7 a.m. and 6 p.m.."

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: May 2, 2016
2nd Reading:
3rd Reading:

ROLL CALL VOTE:

	1st Reading		2nd Reading		3rd Reading	
	Aye	Nay	Aye	Nay	Aye	Nay
Brown	X					
Clabaugh	X					
Cope	X					
Lindeman	X					
Temple	X					

ITEM NO. 9D

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Monday, March 21, 2016

Johnston COMMUNITY DEVELOPMENT

Consider the following items related to development of Lot 6 in the Windsor Office Park:

- Resolution 16-108 approving a minor amendment to the Windsor Office Park PUD to accept the use of stone in lieu of brick toward satisfaction of the architectural requirements for building elevations facing public streets within the PUD for Lot 6.
- Resolution 16-109 approving the site plans for Premier Lending Alliance Credit Union located at 8831 Thomas Avenue (PZ Case 16-10).

ACTION REQUIRED:
___ Ordinance
_x_ Resolution
___ Approval
___ Receive/File
___ Attorney Rvw

Aaron W.

SYNOPSIS:	Premier Lending Alliance has submitted site plans for the development of a 9,342 square foot Credit Union on Lot 6 of The Windsor Office Park north of Thomas Avenue. The site is zoned Planned Unit Development, being part of the Windsor Office PUD. The proposed architectural materials require a minor amendment to the PUD to allow use of stone in lieu of brick for elevations facing a public street as discussed at a city council worksession on March 21, 2016.
RECOMMENDATION:	**The Planning & Zoning Commission recommends approval of a minor amendment to the Windsor Office Park PUD to accept use of stone in lieu brick toward satisfaction of the architectural requirements for building elevations facing public streets within the PUD for Lot 6.** **The Planning & Zoning Commission further recommends approval of PZ Case 16-10, the Site Plans for 8831 Thomas Avenue 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. A Storm Water Pollution Prevention Plan, Evidence of NPDES Permit from the Iowa DNR and a City Grading Permit shall be provided prior to any ground disturbing activity on the site. 3. No exterior site lighting may be installed unless and until a photometric layout and manufacturer's cut sheets for proposed lighting have been submitted in satisfaction of Johnston's site

lighting requirements as established by Resolution 99-56 for staff review.

4. **The site plans must be amended and the following items shall be completed prior to the issuance of a building permit:**

a) Applicant submittal of a recorded ingress/egress access easement as depicted on site plans allowing cross-access with east-adjacent property.
b) Applicant submittal of a recorded easement to discharge stormwater on north-adjacent property.
c) Applicant shall provide a recorded stormwater management maintenance agreement for proposed stormwater basin detailing a long-term maintenance schedule and assigning responsibilities for such.
d) Correct plant schedule to correctly label Pseudotsuga Menziesii as "Douglas Fir", Amelanchier Canadensis as "Serviceberry" and to reconcile inconsistencies between the number of Red Maple shown on the site plan vs. the number listed in the plant schedule (4 vs. 3).
e) Address comments 1-12 from Foth's review letter dated May 3, 2016.

Attachments:

- Vicinity Map
- Site Plans, prepared by Cooper Crawford and Associates dated April 27, 2016;
- Elevations prepared by Slingshot Architecture, dated May 4, 2016;
- Development Review Comments by Staff dated April 19, 2016;
- Development Review Comments by Foth Infrastructure & Environment, LLC dated May 3, 2016;
- Mailing List and mailing notice.

RESOLUTION 16-108

A RESOLUTION APPROVING A MINOR AMENDMENT TO THE WINDSOR OFFICE PARK PUD FOR LOT 6 OF WINDSOR OFFICE PARK PLAT 1

WHEREAS, the Planning & Zoning Commission reviewed a request to amend the architectural requirements of the Windsor Office PUD for Lot 6 of Windsor Office Park Plat 1 to allow the use of stone in lieu of brick for building elevations facing public streets at their May 9, 2016 meeting and recommends approval; and,

WHEREAS, Chapter 168.11.7 of the City of Johnston Code of Ordinances allows the City Council to approve minor modifications to a PUD by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that, Section 3 of the Windsor Office Park PUD is hereby amended to add new lettered section "O" regarding architectural standards for Lot 6 of Windsor Office Park Plat 1 as follows:

Architectural Standards Lot 6, Windsor Office Park Plat 1. Lot 6 of Windsor Office Park Plat 1 shall be exempted from Section 3.D. above, and shall be permitted to utilize stone in lieu of brick on the south elevation facing Thomas Avenue per the elevation drawings submitted by Slingshot Architecture dated 5/4/2016 for the proposed Premier Lending Credit Union.

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

_____
PAULA DIERENFELD, MAYOR

ATTEST:

_____
CYNDEE RHAMES, CITY CLERK

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

RESOLUTION 16-109

A RESOLUTION APPROVING THE SITE PLANS FOR PREMIER LENDING CREDIT UNION AT 8831 THOMAS AVENUE

WHEREAS, on May 9th, 2016 the Johnston Planning and Zoning Commission recommended approval of the site plans for Premier Lending Credit Union at 8831 Thomas Avenue subject to conditions.

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

The Site Plans are hereby approved 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. A Storm Water Pollution Prevention Plan, Evidence of NPDES Permit from the Iowa DNR and a City Grading Permit shall be provided prior to any ground disturbing activity on the site.
3. No exterior site lighting may be installed unless and until a photometric layout and manufacturer's cut sheets for proposed lighting have been submitted in satisfaction of Johnston's site lighting requirements as established by Resolution 99-56 for staff review.

4. **The site plans must be amended and the following items shall be completed prior to the issuance of a building permit:**

a) Applicant submittal of a recorded ingress/egress access easement as depicted on site plans allowing cross-access with east-adjacent property.
b) Applicant submittal of a recorded easement to discharge stormwater on north-adjacent property.
c) Applicant shall provide a recorded stormwater management maintenance agreement for proposed stormwater basin detailing a long-term maintenance schedule and assigning responsibilities for such.
d) Correct plant schedule to correctly label Pseudotsuga Menziesii as "Douglas Fir", Amelanchier Canadensis as "Serviceberry" and to reconcile inconsistencies between the number of Red Maple shown on the site plan vs. the number listed in the plant schedule (4 vs. 3).
e) Address comments 1-12 from Foth's review letter dated May 3, 2016.

PASSED AND APPROVED this 16th Day of May 2016

PAULA DIERENFELD, MAYOR

ATTEST:

_____

CYNDEE RHAMES, CITY CLERK

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

PPLICANT/OWNER:	Premier Lending Alliance 3423 Delaware Avenue Des Moines, IA 50313
REPRESENTATIVES:	Keven Crawford Cooper Crawford & Assoc., LLC. 475 S. 50th Street, Suite 800 West Des Moines, IA 50265 Eric Wessels, AIA Slingshot Architecture 305 East Court Avenue Des Moines, IA 50309
BACKGROUND & PRIOR APPROVALS:	The subject property is located within the Windsor Office Park Planned Unit Development, approved by ordinance 652 on August 5, 2002. The Preliminary Plat for Windsor Office Park was approved on August 19, 2002 via Resolution 02-145. The Final Plat for Windsor Office Park was approved on November 18, 2002 via Resolution 02-212. The PUD was amended on October 3, 2005 via Ordinance 724. The PUD has been variously amended by resolutions 06-226 on October 16, 2006, 11-142 on October 17th, 2011, and 13-129 on July 15th, 2013.
ZONING & BULK REQUIREMENTS:	Windsor Office PUD. Allowed uses are those of the PC, Professional Commerce Park District. The PC district allows office buildings and associated uses as listed in the CO, Commercial Office District. The CO district allows office buildings for banks and financial institutions. Minimum Bulk Requirements for the subject lot are those of the PC, Professional Commerce Park District: Front Setback: 50 ft. Side yard: 20 ft. Sum of both side yard setbacks = 40 ft. Rear Yard: 50 ft.
TRAFFIC ACCESS & CIRCULATION:	The site is accessed from Thomas Avenue with a site entrance located near the west property line. Parking is situated at both the front and rear of the building. Access aisles for parking extend to the east property line to facilitate cross access with the east-adjacent property and 24' ingress/egress access easement is shown to facilitate such. Staff recommends a condition of approval requiring applicant submittal of a recorded ingress/egress/cross access easement prior to issuance of a building permit.
PEDISTRIAN CIRCULATION & SIDEWALKS:	A five-foot wide sidewalk is proposed along Thomas Avenue which will connect to adjacent properties as they develop.

PARKING AND LOADING:	Off-street parking and loading must meet the regulations found in Chapter 166.33.3.A.17 of the City of Johnston Code of Ordinances, which requires banks, businesses and professional offices have one parking space for each 200 square feet of gross floor area up to 5,000 square feet and one space for each 275 gross square feet thereafter. The building is 9,342 square feet in size and the required parking is summarized below: • 5,000 sq. ft. / 200 = 25 spaces • 4,342 sq. ft./275 = 16 • Total = 41 spaces As indicated above, 41 spaces are required. The site plan is in compliance with 42 parking spaces. In addition, ADA requirements are met with two accessible stalls provided.
PUBLIC UTILITIES:	An 8" water main is present on the south side of Thomas Avenue and 8" sanitary is present on the north side. Water and sewer services were previously stubbed to the lot.
FIRE PROTECTION:	Based on the size of the building it must be sprinkled for fire protection. The fire department sprinkler connection is indicated on the site plans near the southeast corner of the building. One new fire hydrant will be installed internal to the site to provide hydrant coverage. Said hydrant is positioned appropriately for connection to the building's sprinkler system.
FLOODPLAIN:	The site is not located within the 100-year floodplain.
DRAINAGE:	A stormwater basin is depicted at the rear of the lot. Drainage intakes from the parking lot will discharge to said basin. The basin outlets to an existing channel which ultimately flows to Beaver Creek. The outlet is depicted on the north-adjacent property. Staff recommends a condition of approval requiring the applicant to furnish a recorded stormwater easement for that portion of the storm sewer shown on the adjacent property prior to issuance of a building permit. The basin is sized appropriately to capture stormwater from 5 and 10 year storm events and release at a pre-settlement level and is designed to encourage infiltration of smaller storm events. Staff recommends a condition of approval requiring applicant to provide a recorded stormwater management maintenance agreement detailing a long-term maintenance schedule for proposed stormwater basin and assigning responsibilities for such.

ARCHITECTURE:	Chapter 166.35 of the City Code requires 75% of the building's wall area (excluding glass) consist of permanent materials, to include a combination of brick, architectural concrete panels, textured concrete block, architectural steel, and stone panels. The proposed elevation drawings depict use of stone, cedar siding, and metal panels on the building exterior. The use of stone and metal panels on each elevation exceeds the 75% permanent materials requirement. Chapter 166.35.2.C of the Code of Ordinances does not recognize wood as a permanent material; therefore, cedar siding may only be used as "trim", and may not exceed 25% of any building elevation. The elevations provided indicate the use of cedar will not exceed the allowed percentages (East 21%, West 12%, North 11%, South 3%). In addition to the above architectural requirements, the PUD requires the project adhere to the architectural requirements for buildings within 300' of NW 86th Street (Chapter 166.35.D), which states that nonresidential buildings shall utilize at least 50% brick on the wall area facing the public street (excluding glass). The south elevation (facing Thomas Avenue) exhibits 52% stone in lieu of brick. Please recall Slingshot Architecture approached the City Council at a worksession on March 21, 2016, to seek input on an amendment to the PUD that would allow use of stone in lieu of brick on the elevation facing a public street. The council expressed a willingness to approve such an amendment. Chapter 168.11.7 of the City of Johnston Code of Ordinances allows minor modifications to a PUD to be approved by resolution. Staff recommends approval of a minor amendment to the PUD accepting use of stone on the Thomas Avenue building elevation in lieu of brick.
OPEN SPACE:	The open space ratio for this PUD requires a minimum of 30% of the total property area. Site Area: 46,043 SF. Open Space Required: 13,813 SF. (30%) Open Space Provided: 17,107 SF. (37%) The site plan is in compliance with 37% open space provided.
LANDSCAPING:	The open space landscape requirements are as follows: • 9 Trees [1 per 1,500 sq. ft. of open space (at least six of which must be 8' to 10' in height and the remainder must be 2" to 2.5" caliper)]. • 14 Shrubs (1 per 1,000 sq. ft. of open space) The site plan shows 9 trees and 31 shrubs, all of which meet the minimum required size at time of planting.

BUFFERS:

A 30' buffer is required between the subject property and north-adjacent Crescent Chase Townhomes (15' on subject property and 15' on adjacent property). The north property line measures 208.49 lineal feet; therefore, the required plantings are as follow in accordance to Chapter 166.34:

30' Buffer		
Plantings	*Required*	*Provided*
Overstory Trees:	1	1
Understory Trees:	4	4
Evergreen Trees:	3	3
Shrubs:	8	8

The proposed plant schedule incorrectly lists 3 Pseudotsuga Menziesii as "Red Twig Dogwood". Said plantings would more correctly be labeled by the common name "Douglas Fir". Likewise the plant schedule lists Amelanchier Canadensis as "Red Twig Dogwood". Said plantings would more correctly be labeled as a species of Serviceberry. The planting list also proposes three Red Maple Trees; however, four are shown on the site plans (three as open space plantings and one as a buffer planting). Four is the correct number of maple trees required to meet the open space and buffer planting requirements. Staff recommends a condition of approval to address the three deficiencies listed above.

NPDES PERMIT:

A SWPPP and NPDES Permit are required and must be approved by City Staff prior to any ground disturbing activity.

SITE LIGHTING:

No photometric layout has been submitted by the applicant. No exterior site lighting may be installed unless and until a photometric layout and manufacturer's cut sheets for proposed lighting have been submitted in satisfaction of Johnston's site lighting requirements as established by Resolution 99-56.

ADJACENT OWNER NOTICE:

Notice was sent to the properties adjacent to this site to make them aware of the proposed development. A copy of the notice and mailing list are attached; to date no comments have been received.

CONSULTANT COMMENTS:

Foth Infrastructure & Environment, LLC has reviewed the Site Plan and offered comments in their April 20, 2016 and May 3, 2016 review letters. Staff recommends a condition of approval requiring all outstanding issues be addressed prior to the issuance of a building permit.

Foth

May 3, 2016

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

RE: Premier Lending Alliance
Development Review No. 2
Case No. PZ 16-10

Foth Infrastructure and Environment, LLC has completed a review of the Drainage Calculations and Site Plans submitted April 27, 2016 for the above referenced project. Based on our review of project reference above, the following comments are offered:

Storm Water Management Report

1. Drainage report states that the existing site has three drainage areas that drain from a central location, but according to the existing map provided the site has only two.
2. Proposed site releases entirely to the north, so while the total presettlement release equals the 0.92 cfs, the amount of flow that would flow to the north will be less.
3. According to the HydroCAD output the time of concentration assumed is less than the time step of the hydraulic analysis; Tc<2dt, update setting to run the analysis with a smaller time step to make sure the peak flow is accurately be modeled.
4. Applicant shall provide documentation verifying the assumed minimum time of concentration for the existing and proposed conditions.
5. According to the SUDAS Design manual, the minimum Tc for detention purposes is 10 minutes.
6. Provide documentation to verify the amount and size of outlet protection shown on the plans.

Site Plans

Sheet 1 – Dimension/Landscaping Plan

7. Applicant provided a maintenance schedule for a bio-swale; annual maintenance for that type of facility is required.

Sheet 2 – Grading/Utility Plan

8. Will pedestrian ramps be necessary at the driveway or is the driveway being sloped to match the sidewalk?
9. Truncated domes shall be shown and labeled.
10. Class D revetment is not allowed per the Johnston Supplemental Specifications, use Class E if required unless erosion stone can provide sufficient protection.
11. Provide bottom of pond elevations as it appears the bottom is 884 which is the pipe outlet.
12. According to storm sewer calculations provided the 12" pipe releasing into the detention pond will have a flow of 8.27 cfs which will have a very high exit velocity; provide outlet protection and supporting documentation in the storm water calculations.

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

Sincerely,
Foth Infrastructure & Environment, LLC

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

Johnston COMMUNITY DEVELOPMENT

MEMORANDUM

City of Johnston, Iowa

SENT VIA EMAIL

DATE: April 19, 2016

TO: Todd Mendenhall
Keven Crawford, Cooper Crawford & Associates, L.L.C.

FROM: Aaron Wolfe, Senior Planner

RE: Premier Lending Alliance, 8831 Thomas Avenue

We have reviewed the proposed site plan for Premier Lending Alliance, 8831 Thomas Avenue, and would note the following:

1. The Zoning classification is correctly listed as PUD, but the Ordinance number and the date of approval for the PUD are not listed on the site plan. The Ordinance number is 724 with approval on October 5, 2005. Also, name of PUD should be listed (Windsor Office PUD).
2. Please label the right-of-way width for Thomas Avenue.
3. An ingress/egress easement should be provided at the site entrance and across the drive aisle to the east property line to enable shared access with future development of the property to the east.
4. An overland flowage easement is required where the storm sewer outlets onto the adjacent property.
5. Indicate the size of the existing water, sanitary sewer and storm mains which run along Thomas Avenue.
6. Include the 150 foot coverage radius of all hydrants on the site plan.
7. Please include a note that indicates the type of surface treatment that will be used for open space areas.
8. The site plans indicate 12 Burning Bush will be installed on north side of building; however plant schedule indicates 10. Please reconcile the inconsistency.
9. A 30' buffer is required between the subject property and north-adjacent R-4 property (15' either side of property line). ½ of the following plantings must be installed within per 100' lineal feet: 3 evergreens, 1 overstory, 4 understory, 8 shrubs.
10. Due to the size and use of the building, a sprinkler system is required. Please include such a note on the site plan and indicate location of the sprinkler connection for the Fire Department.

11. A fire hydrant must be located within 100 feet of the Fire Department Connection. If located in the parking area, one parking space must be marked as "No Parking" to allow unobstructed access to the FDC.
12. A KNOX box will be required for emergency access. Indicate location on site plan.
13. An executed NPDES Permit, full SWPPP and City Grading Permit will need to be provided prior to any ground disturbing activities.
14. All HVAC units must be shown on the site plan and must be screened from view. If located on rooftop, elevation drawings should indicate rooftop systems and screening.
15. The PUD must be amended to allow the use of stone in lieu of brick. The City Council was receptive to the idea at a worksession meeting. Staff will present said request with site plan for consideration.
16. All stormwater management facilities (swales, basins, bioretention, etc.) require a recorded maintenance agreement detailing the necessary ongoing maintenance of the facility.
17. The applicant shall include 2 photometric plans as an overlay on the proposed site: (1) entire site and (2) paved areas only. Include a written statement of percentages from initial to maintained foot-candle levels. Also include manufacturer's cut sheets for all proposed site lighting materials. http://cityofjohnston.com/index.aspx?NID=288
18. Please include a cover sheet to accompany revisions which lists corrections made to the site plan.
19. Please see additional comments on the site plan as provided by Foth Infrastructure and Environment, LLC.

This project is scheduled for a development review meeting on Wednesday, April 20, 2016 at 3:30p.m. Four full size copies of revised plans, four 11 x 17 inch reductions and a PDF version of all site plans and building elevations and two copies of any revised stormwater management reports must be submitted by Wednesday, April 27, 2016 in order to proceed to the Planning and Zoning Commission on May 9, 2016 and to the City Council on May 16, 2016.

If you have any questions, please contact me at 727-7766 or by email at awolfe@cityofjohnston.com.

cc: Josh DeBower, Foth
Matt Greiner, Construction Inspector
David Wilwerding, Community Development Director

Notice of Public Meeting

May 3, 2016

The Johnston Planning and Zoning Commission will hold a Public Meeting at 7:00 p.m. on Monday, May 9, 2016 and the Johnston City Council will hold a Public Meeting at 7:00 pm on Monday, May 16, 2016. Both meetings will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road to consider the following item:

PZ Case No. 16-10; Premier Lending Alliance Site Plan

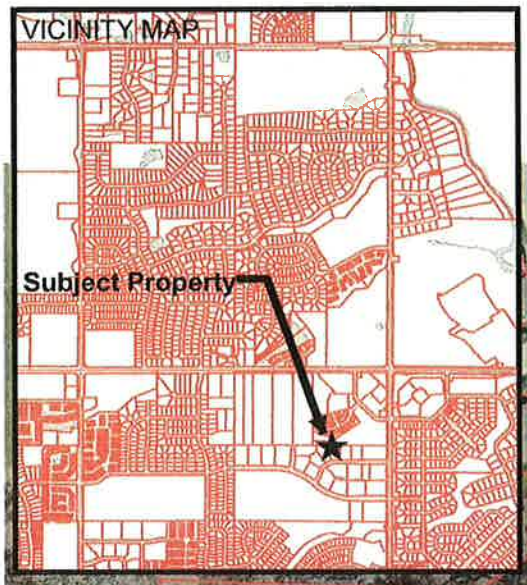
Premier Lending Alliance has submitted site plans for the development of a 9,342 square foot Credit Union on Lot 6 of The Windsor Office Park located north of Thomas Avenue. The site is zoned Planned Unit Development, being part of the Windsor Office PUD. The proposed site plan and building elevations are available at the link below.

If you have questions or comments on the above-described action, please contact the city staff person listed at the bottom of this card, or attend the meeting at the above-listed date and time. Additional information, including the site plan is also available under the "proposed development" section of the City's Website: http://www.cityofjohnston.com/Index.aspx?NID=435.

Aaron Wolfe, Senior Planner
Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7766; Email: awolfe@cityofjohnston.com

NAME	ADDRESS	CITY, STATE, ZIP CODE
PREMIER CREDIT UNION	800 9TH STREET	DES MOINES, IA, 50309
STONEPOINTE TOWNHOMES ASSOCIATION OF JOHNSTON	2420 PINE CIRCLE	URBANDALE, IA, 50322
WINDSOR OFFICE PARK LLC	3101 INGERSOLL AVE	DES MOINES, IA, 50312
CRESCENT CHASE CONDOMINIUMS	856 Lake St E	WAYZATA, MN, 55391

PZ CASE 16-10
Premier Lending Alliance Site Plan



SUBJECT PROPERTY

THOMAS AVENUE

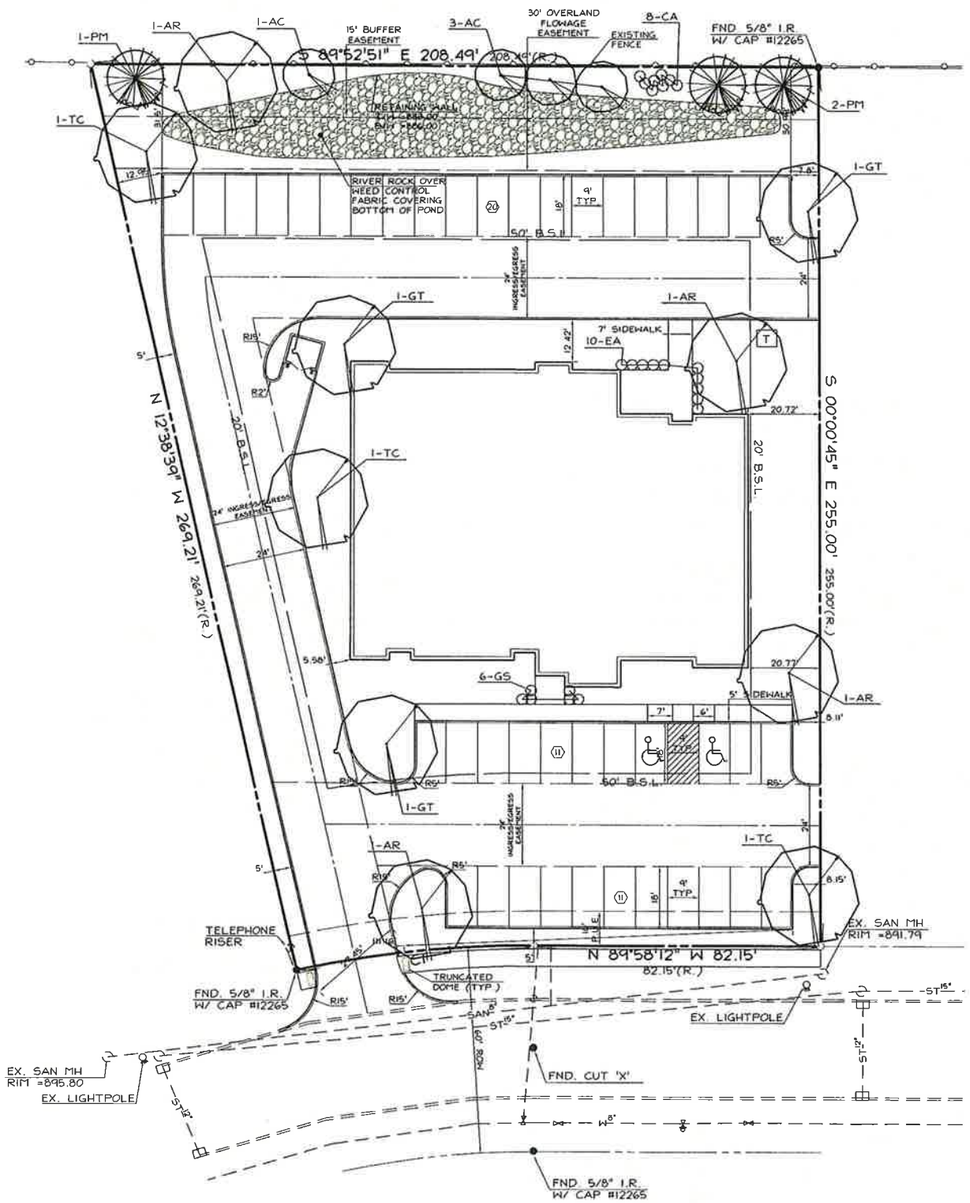
NW 86TH STREET

N
W E
S

0 1,400 2,800 5,600 8,400 11,200
Feet

1 inch = 197 feet

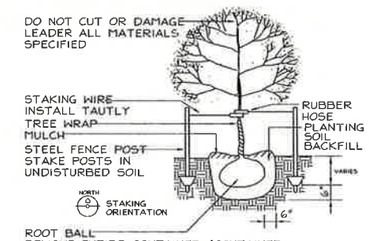
Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033
H:\Community Development\P&Z\2016 PZ\PZ 16-10; Premier Lending Alliance Site Plan\GIS\aerial vicinity PZ 16-10.mxd



GENERAL NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
   A. CITY OF JOHNSTON ENGINEER
   B. TODD MENDENHALL
   C. COOPER CRAWFORD & ASSOCIATES, L.L.C.
2. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
3. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
4. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS, 2014 EDITION.
6. SIDEWALK AND DRIVE APPROACH INSTALLATIONS TO BE INSPECTED BY CITY OF JOHNSTON ENGINEERING DEPARTMENT, MINIMUM 24 HOUR NOTICE.
7. PROVIDE 2' CONCRETE BOXOUT AROUND ALL INTAKES AND MANHOLES WITHIN PAVED AREAS.
8. ALL DEBRIS SPILLED ON CITY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY OWNER/CONTRACTOR IN TIMELY FASHION.
9. VERIFY COORDINATES AND BUILDING CORNERS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
10. ALL SITE WORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH SUDAS, 2014 EDITION.
11. DRIVE AISLES SHALL BE 6-INCH NON-REINFORCED P.C.C. AND PARKING STALLS SHALL BE 6-INCH NON-REINFORCED P.C.C.
12. EXISTING TREES WILL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
13. ALL LIGHTING MUST SHINE DOWN FROM RESIDENTIAL USES.
14. ANY TRANSFORMERS, JUNCTION BOXES, OR OTHER SUCH UTILITY USES OVER 3 FEET IN HEIGHT CANNOT BE LOCATED WITHIN THE REQUIRED SETBACK. OTHER SUCH USES NOT ABOVE 3 FEET IN HEIGHT MUST BE SCREENED BY LANDSCAPING MATERIALS.
15. ACCESSORY BUILDINGS AND SCREENING WILL NOT BE ALLOWED.
16. A KNOX BOX WILL BE REQUIRED ON THE NEW BUILDING FOR EMERGENCY ACCESS, SPECIFICATIONS ARE AVAILABLE FROM THE FIRE CHIEF.
17. SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS TO BE INSPECTED BY THE CITY OF JOHNSTON ENGINEERING DEPARTMENT, MINIMUM OF 24 HOURS NOTICE.
18. A FIRE SPRINKLER SYSTEM IS REQUIRED.

NOTE: STAKING OF STREET TREES LOCATED IN THE CITY R.O.W. IS NOT ALLOWED.



DECIDUOUS TREE PLANTING & STAKING DETAIL

NO SCALE

OPEN SPACE LANDSCAPE REQUIREMENTS

BASED ON 30% OPEN SPACE = 13,818 S.F. (EXCLUDES BUFFER AREA)
REQUIRED: 1 TREE PER 1,500 S.F. OF OPEN SPACE =9
1 SHRUB PER 1,000 S.F. OF OPEN SPACE =14
TREES - 9
SHRUBS - 14

PROPOSED:
TREES - 9
SHRUBS - 16

BUFFER REQUIREMENTS

REQUIRED: 208 L.F. BUFFER
1.5 EVERGREENS, .5 OVERSTORY, 1 UNDERSTORY, 4 SHRUBS PER 100 L.F.
REQUIRED
3 EVERGREENS, 1 OVERSTORY, 2 UNDERSTORY, 8 SHRUBS

PROPOSED:
3 EVERGREENS, 1 OVERSTORY, 2 UNDERSTORY, 8 SHRUBS

LANDSCAPING NOTES

1. ALL EXISTING AND PROPOSED LANDSCAPING SHALL BE MAINTAINED OR REPLACED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
2. ALL SITEWORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH SUDAS, 2014 EDITION.
3. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1990).
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
5. THE CONTRACTOR SHALL REMOVE THE TREE STAKES ONE YEAR AFTER INSTALLATION.
6. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
7. ALL TREES, SHRUBS, BEDS AND GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3-INCHES SHREDDED BARK MULCH.
8. ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT.
9. THE CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
10. ALL DECIDUOUS TREES SHALL BE PLANTED AT LEAST 5 FEET FROM R.O.W. AND CONIFEROUS TREES AT LEAST 10 FEET FROM R.O.W.
11. THIS SITE SHALL BE MAINTAINED IN COMPLIANCE WITH ALL CITY CODE APPLICABLE ON THE DATE OF SITE PLAN APPROVAL.
12. ANY AMENDMENTS OR CHANGES TO THE PROJECT SITE THAT DO NOT MEET WHAT IS SHOWN ON THE SITE PLAN NEED TO BE APPROVED WITH THE PERMIT AND DEVELOPMENT CENTER PRIOR TO INSTALLATION / CONSTRUCTION.
13. ALL DISTURBED SITE AREA SHALL BE RESTORED BY SEEDING, SODDING, OR OTHER APPROVED MEANS OF GROUND COVER.
14. OPEN SPACE TO BE SODDED.

PROPOSED PLANT SCHEDULE

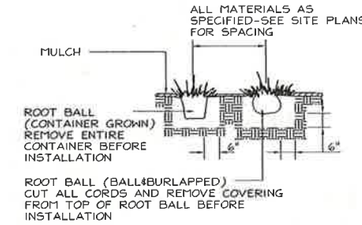
COUNT	KEY	Botanical name/COMMON NAME	SIZE	CONDITION	REMARKS
3	TC	Tilia cordata LITTLELEAF LINDEN	8' HT. MIN.	TS/B&B	SEE PLAN
3	AR	Acer rubrum RED MAPLE	2" cal.	TS/B&B	SEE PLAN
3	GT	Gleditsia triacanthos THORNLESS HONEYLOCUST	8' HT. MIN.	TS/B&B	NO FRUIT
4	AC	Amelanchier canadensis RED TWIG DOGWOOD	5'-6' ht.	TS/B&B	MULTI-STEM
3	PM	Pseudotsuga menziesii RED TWIG DOGWOOD	6'-8' ht.	TS/B&B	SEE PLAN
8	CA	Cornus alba RED TWIG DOGWOOD	18"-24" ht.	CONT.	SEE PLAN
10	EA	Euonymus alatus 'Compactus' BURNING BUSH	18"-24" ht.	CONT.	SEE PLAN
6	GS	Spiraea x goldmound 'Goldmound' GOLDMOUND SPIREA	18"-24" ht.	CONT.	SEE PLAN

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH.BEARING
C1	12°46'27"	305.00	68.00	34.14	67.86	S83°49'58"W

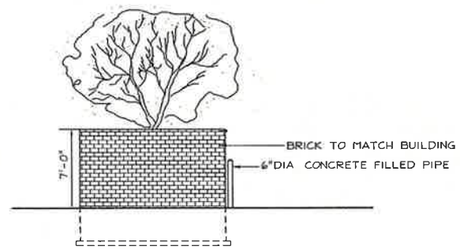
VICINITY SKETCH NORTH

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.
DATE REC'D: 04/27/2016
CASE NO.: PZ-16-10



SHRUB PLANTING DETAIL

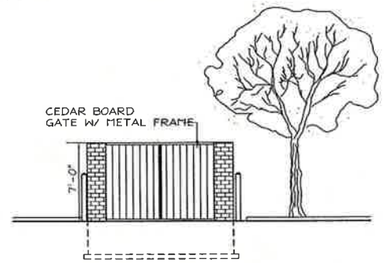
NO SCALE



SIDE ELEVATION

TRASH ENCLOSURE

NO SCALE



FRONT ELEVATION

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- W 8" WATER MAIN & SIZE
- SAN 8" SANITARY SEWER & SIZE
- ST 8" STORM SEWER & SIZE
- UGE UNDERGROUND ELECTRIC CABLE
- UGT UNDERGROUND TELEPHONE CABLE
- CTV UNDERGROUND CABLE TV
- G 4 GAS MAIN & SIZE
- MANHOLE
- INTAKE
- HYDRANT
- OPP/LP POWER POLE/LIGHT POLE
- UTILITY BOX/TELEPHONE RISER
- 990 EXISTING CONTOURS
- 990 PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- TREES

IOWA ONE-CALL 800-292-8989 1(800)-292-8989 CALL BEFORE YOU DIG

PREMIER LENDING ALLIANCE

OWNER
PREMIER CREDIT UNION
800 9th STREET
DES MOINES, IOWA 50309-1202

APPLICANT
TODD MENDENHALL
3423 DELAWARE AVENUE
DES MOINES, IOWA 50313
PH (515)727-1383

ZONING

EXISTING: P.U.D. - WINDSOR OFFICE PUD, ORDINANCE # 724
APPROVED OCTOBER 5, 2005
FRONT SETBACK - 50 FEET
SIDE SETBACK - 20 FEET
REAR SETBACK - 50 FEET

LEGAL DESCRIPTION

LOT 6, WINDSOR OFFICE PARK PLAT 1, AN OFFICIAL PLAT, CITY OF JOHNSTON, POLK COUNTY, IOWA.

SAID TRACT OF LAND CONTAINS 1.057 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

UTILITIES

WATER - JOHNSTON WATER SYSTEM
SANITARY SEWER - JOHNSTON SANITARY SEWER SYSTEM
STORM SEWER - JOHNSTON STORM SEWER SYSTEM
ELECTRIC - MIDAMERICAN ENERGY
TELEPHONE - CENTURYLINK
GAS - MIDAMERICAN ENERGY

SITE AREAS

BUILDINGS	9,342 S.F.	20%
PAVING	19,611 S.F.	43%
OPEN SPACE	17,107 S.F.	37% (30% REQUIRED)
TOTAL	46,060 S.F.	100%

PARKING REQUIREMENTS

REQUIRED:
9,342 S.F. OFFICE
1 SPACE / 200 S.F. FOR THE 1st 5,000 S.F. =25 SPACES
1 SPACE / 275 S.F. FOR ANYTHING OVER 5,000 S.F. =16 SPACES
41 TOTAL SPACES

PROPOSED:
42 INCLUDING 2 HANDICAP STALLS

FLOOD PLAIN DESIGNATION

THIS SITE IS WITHIN ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS REFERENCED ON FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 19077450005D, MAP REVISED JULY 19, 2000.

CERTIFICATIONS

LICENSED PROFESSIONAL ENGINEER — KEVEN J. CRAWFORD 13156 — IOWA

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

KEVEN J. CRAWFORD, P.E. IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016

PAGES OR SHEETS COVERED BY THIS SEAL
(SHEETS 1-2)

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

DATE: 4-8-2016
REVISIONS:

N 0 10 20
SCALE: 1"=20'

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

JOB NUMBER CC 1841

DIMENSION / LANDSCAPE
LOT 6 WINDSOR OFFICE PARK PLAT 1

SHEET 1 OF 2

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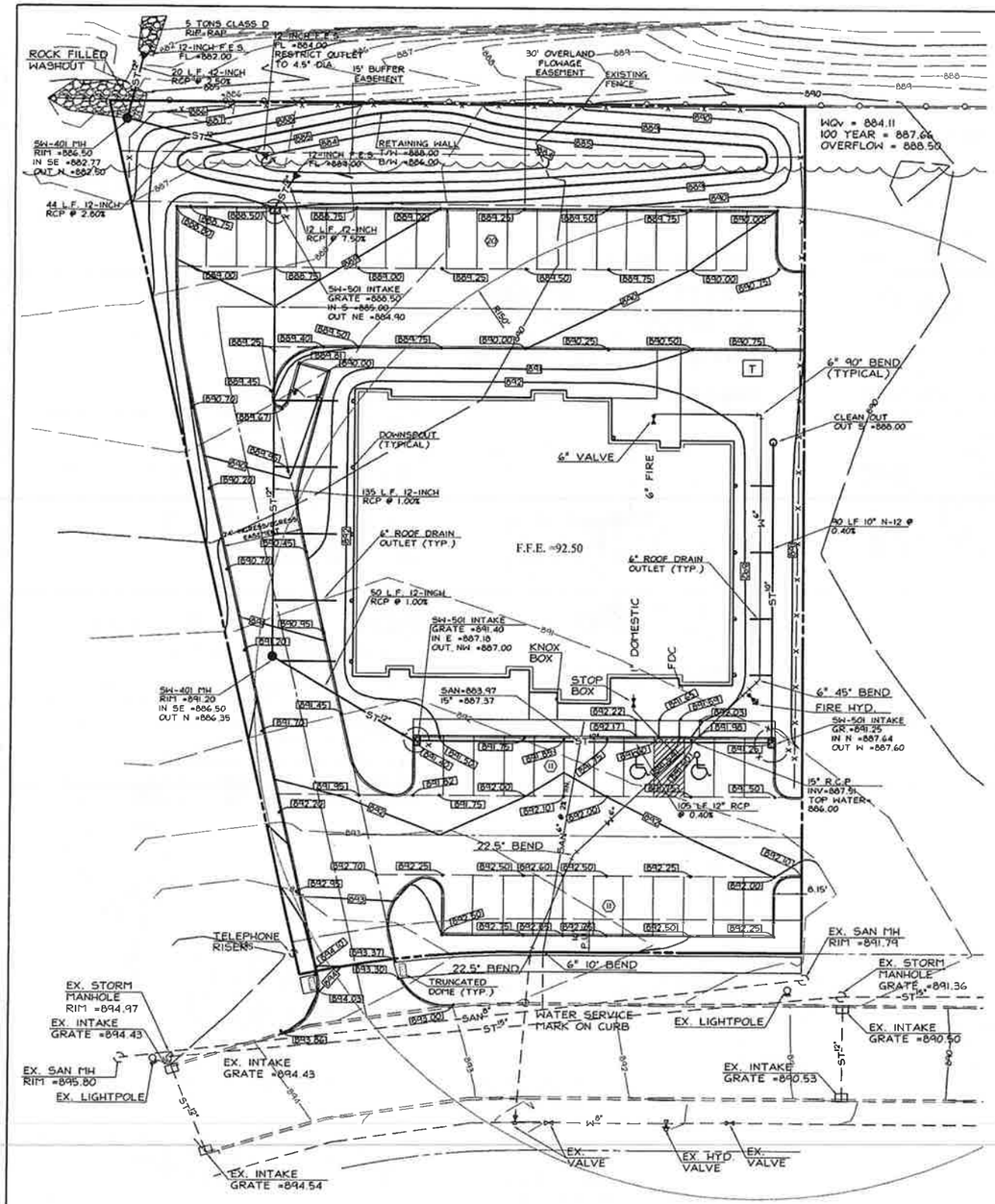

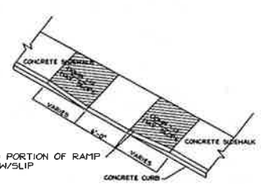

SLOPED (SHADED) PORTION OF RAMP TO BE CONCRETE W/SLIP RESISTANT FINISH

CURB RAMP

NO SCALE

EROSION & POLLUTION CONTROL NOTES

1. THE SUBCONTRACTOR RESPONSIBLE FOR EROSION AND POLLUTION CONTROL SHALL CARRY OUT THE MEASURES DETAILED ON THIS SITE PLAN.
2. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
3. THE SUBCONTRACTOR SHALL INSPECT THE SITE AT MINIMUM ONCE EVERY 7 DAYS. ALL DISTURBED AREAS OF THE SITE, AREAS OF MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER/EXIT THE SITE. ALL OF THE EROSION AND SEDIMENT CONTROLS THAT ARE IDENTIFIED AS PART OF THIS PLAN AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED.
4. THE SUBCONTRACTOR IS TO TAKE NECESSARY ACTIONS TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION IN WHICH THE DEFICIENCY WAS FOUND.
5. THE SUBCONTRACTOR SHALL KEEP LOG AND PREPARE WEEKLY REPORTS DETAILING THE INSPECTIONS AND MEASURES TAKEN TO CORRECT ANY AND ALL DEFICIENCIES FOUND IN THE EROSION AND POLLUTION CONTROL MEASURES. THE REPORTS SHALL CONFORM TO THE STANDARDS SET BY THE IOWA DEPARTMENT OF NATURAL RESOURCES. COPIES OF THESE REPORTS SHALL BE FORWARDED TO THE DEVELOPER AND TO COOPER CRAWFORD & ASSOCIATES, L.L.C.
6. AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION - ALL DISTURBED AREAS OUTSIDE OF THE PROPOSED R.O.W.'S ARE TO HAVE TEMPORARY SEEDING AND MULCHING (SEE SEEDING DETAIL FOR TIMETABLE). CONTRACTOR AND SUBS ARE TO TRY TO MINIMIZE DISTURBANCE TO THESE SEEDED AREAS THROUGH THE USE OF SPECIFIC ACCESS ROUTES WITHIN THE SITE.
7. DURING CONSTRUCTION, IF IT BECOMES EVIDENT THAT A DISTURBED AREA WILL NOT BE DISTURBED FOR 21 DAYS, IT SHALL BE SEEDED BY DAY 7.
8. PERMANENT SEEDING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.
9. ANY FAILED AREAS OF SEEDING/MULCHING SHALL BE REAPPLIED.
10. ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHT-OF-WAYS AND PROPERTY WILL BE CLEANED UP BY THE OWNER/CONTRACTOR WITHIN 24 HOURS.
11. FILTER SOCKS ARE TO BE INSPECTED ONCE A WEEK AND AFTER EACH RAINSTORM, LOOK FOR UNDERCUTTING AND FAILURES IN FABRIC. REPLACE/REPAIR AS NECESSARY.
12. ADDITIONAL FILTER SOCKS (TO THAT SHOWN ON THIS PLAN) MAY BE REQUIRED IN AREAS WHERE EROSION IS EVIDENT.
13. FILTER SOCKS ARE TO BE CLEANED UP WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
14. ALL INTAKES SHALL HAVE FILTER SOCKS PRIOR TO PAVING AND INLET FILTERS AFTER PAVING. THESE FILTERS REMAIN IN PLACE UNTIL THE SITE HAS A PERMANENT PERENNIAL GROUND COVER.
15. ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN THE STORM SEWER.
16. IN THE EVENT THAT SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER, ALL DISTURBED AREAS WILL BE MULCHED.

GRADING NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
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4. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE EXCAVATED OR CUT; 4" OUTSIDE OF R.O.W. AND 8" WITHIN R.O.W.
5. SOCKPILE SUFFICIENT TOP RESPREAD A MINIMUM OF 4-INCHES ON UNPAVED AREAS.
6. ALL AREAS TO RECIEVE FILL TO BE BENCHED.
7. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
8. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
9. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL NOT DEVIATE FROM OPTIMUM BY MORE THAN 2%.
10. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
11. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
12. A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS 2014 EDITION.
14. TILL BOTTOM OF DETENTION BASIN PRIOR TO LAYING FILTER FABRIC AND INSTALL ROCK. CARE SHOULD BE TAKEN TO LIMIT COMPACTION DURING INSTALLATION OF THE FABRIC AND ROCK.

UTILITY NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
   A. CITY OF JOHNSTON ENGINEER
   B. TODD MENDENHALL
   C. COOPER CRAWFORD & ASSOCIATES, L.L.C.
2. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
3. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
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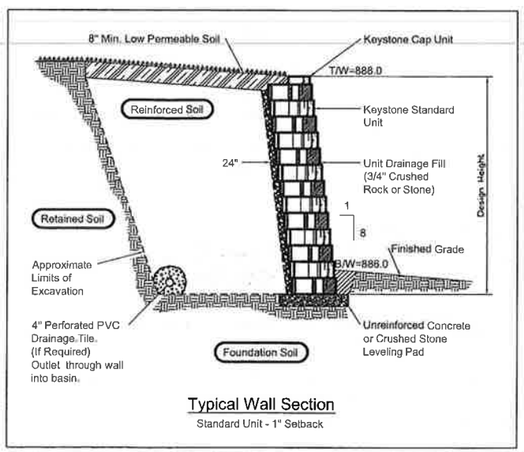
6. SIDEWALK AND DRIVE APPROACH INSTALLATIONS TO BE INSPECTED BY CITY OF JOHNSTON ENGINEERING DEPARTMENT, MINIMUM 24 HOUR NOTICE.
7. PROVIDE 2' CONCRETE BOXOUT AROUND ALL INTAKES AND MANHOLES WITHIN PAVED AREAS.
8. ALL DEBRIS SPILLED ON CITY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY OWNER/CONTRACTOR IN TIMELY FASHION.
9. VERIFY COORDINATES AND BUILDING CORNERS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
10. ALL SITE WORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH SUDAS, 2014 EDITION.
11. ALL LIGHTING MUST SHINE DOWN FROM RESIDENTIAL USES.
12. ALL EXTERIOR PARKING LOT AND BUILDING MOUNTED LIGHT FIXTURES MUST BE LOW GLARE, "CUT OFF" FIXTURES.



Typical Wall Section

Standard Unit - 1" Setback

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- W 8" WATER MAIN & SIZE
- SAN 8" SANITARY SEWER & SIZE
- ST 8" STORM SEWER & SIZE
- UGE UNDERGROUND ELECTRIC CABLE
- UGT UNDERGROUND TELEPHONE CABLE
- CTV UNDERGROUND CABLE TV
- G 4 GAS MAIN & SIZE
- MANHOLE
- INTAKE
- HYDRANT
- OPP/LP *PP/LP POWER POLE/LIGHT POLE
- UTILITY BOX/TELEPHONE RISER
- 990 EXISTING CONTOURS
- 990 PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- TREES

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PREMIER LENDING ALLIANCE

STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

Location: Part of Sec. 10, T79N, R25W.
Nature of Construction Activity: Commercial
Areas: Total site area =1.057 acres
Site area affected = 1.057 acres
Runoff coefficient = 0.69 (rational method)
Approximate slopes anticipated: 3:1, or flatter.
Runoff from this project will flow into unnamed ditches and waterways, which then flows into Beaver Creek.

CONTROLS

Erosion and sediment controls
- Stabilization practices
  - Existing vegetation is preserved wherever possible
  - Permanent seeding and/or sodding.
- Structural practices
  - Filter Socks
  - Drainage swales
  - Rock outlet protection (riprap)
- Storm water management
  - Infiltration of runoff onsite.
  - Velocity dissipation devices at discharge locations to provide non-erosive velocity flows.
- Waste disposal
  - All building material wastes must be removed from the site.
  - Off-site vehicle tracking of sediments shall be minimized.

MAINTENANCE

Maintain effective operating conditions of all protective measures identified in this plan.
- Filter Sock is cleaned when they have lost 50% of their capacity.
- Drainage swales remain undisturbed.
- Rock outlet protection (riprap) remains intact

INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater.
- Inspect site for evidence of, or the potential of, pollutants entering the drainage system from stored materials.
- Observe erosion and sediment controls to ensure that they are operating correctly.
- Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.
- Inspect discharge locations to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters.
- Any modifications to the plan as a result of an inspection shall be implemented within 7 calendar days of the inspection.
- An inspection report shall be prepared and retained as part of the prevention plan until project termination, this report will contain the following:
  - A summary of the scope of the inspection.
  - Qualifications of the personnel making the inspection.
  - Major observations relating to the implementation of the prevention plan.
  - Any actions taken.
  - Signature.

NON-STORM WATER DISCHARGES

Water main flushing
- Flushed water will be discharged into the storm sewer system where, when discharged, it will undergo erosion and sediment controls consisting of:
  - Rock outlet protection (riprap)
  - Filter socks
  - Existing vegetation

CONTRACTORS

The grading contractor shall have the responsibility of implementing the measures contained in this plan.
- All contractors and subcontractors shall sign a certification statement before conducting any professional service at the site relating to the National Pollutant Discharge Elimination System (NPDES) permit.

CONTACT PERSON:
GRADING CONTRACTOR WHICH IS YET TO BE DETERMINED.

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

DATE: 4-8-2016
REVISIONS:

N 0 10 20
SCALE: 1"=20'

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

JOB NUMBER CC 1841

GRADING / UTILITY
LOT 6 WINDSOR OFFICE PARK PLAT 1

SHEET 2 OF 2

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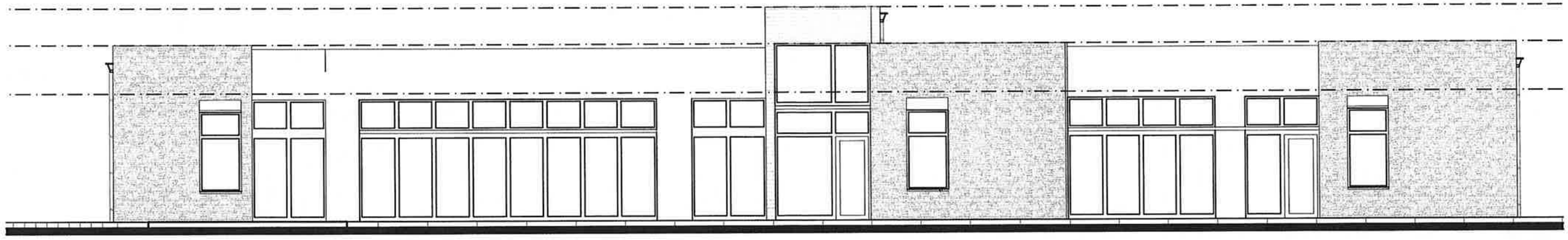
MATERIALS	
1675 SF TOTAL	
585 SF GLASS	
1090 SF PERM.	
554 SF STONE	52%
498 SF METAL	45%
38 SF WOOD	3%

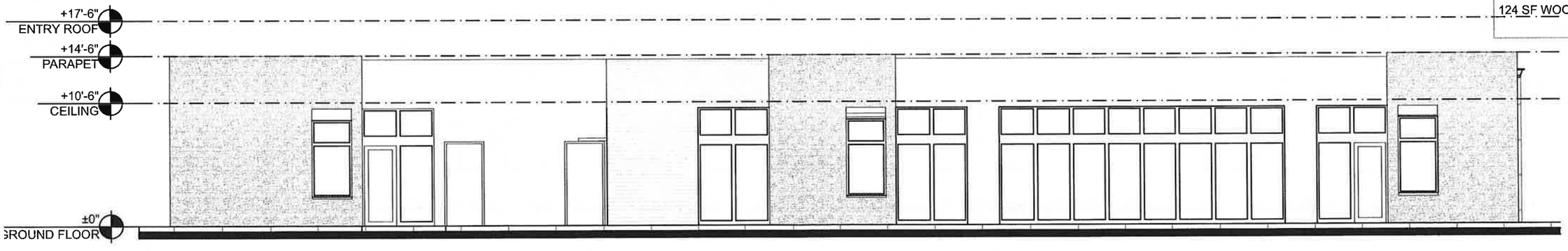


2
A.0.6

SOUTH ELEVATION

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

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



1
A.0.6

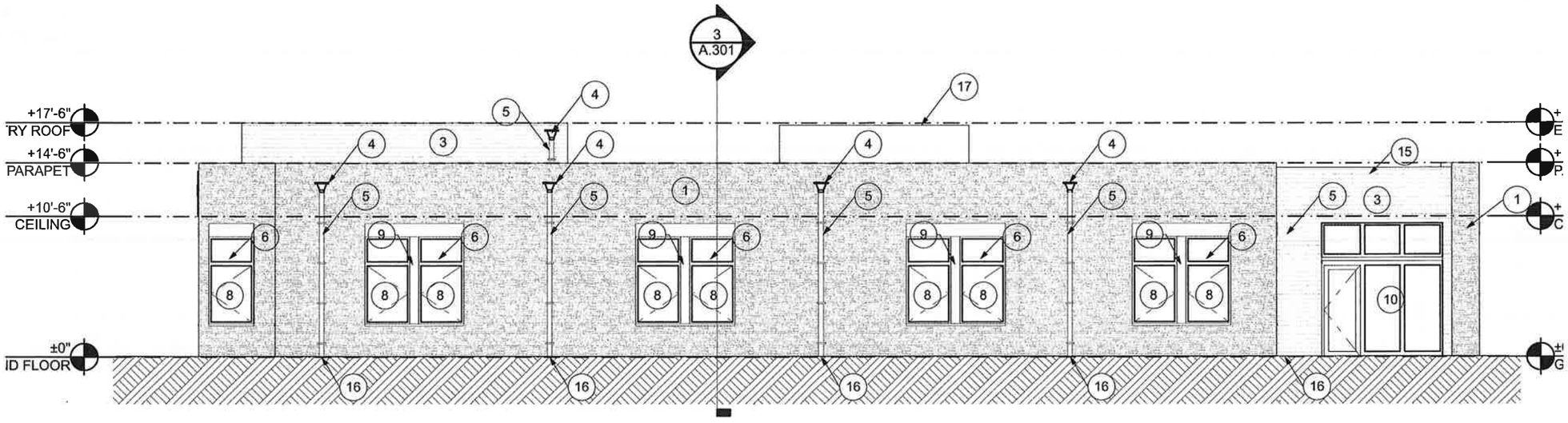
NORTH ELEVATION 1/8"

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

SNITSHOT
ARCHITECTURE

PREMIER LENDING ALLIANCE

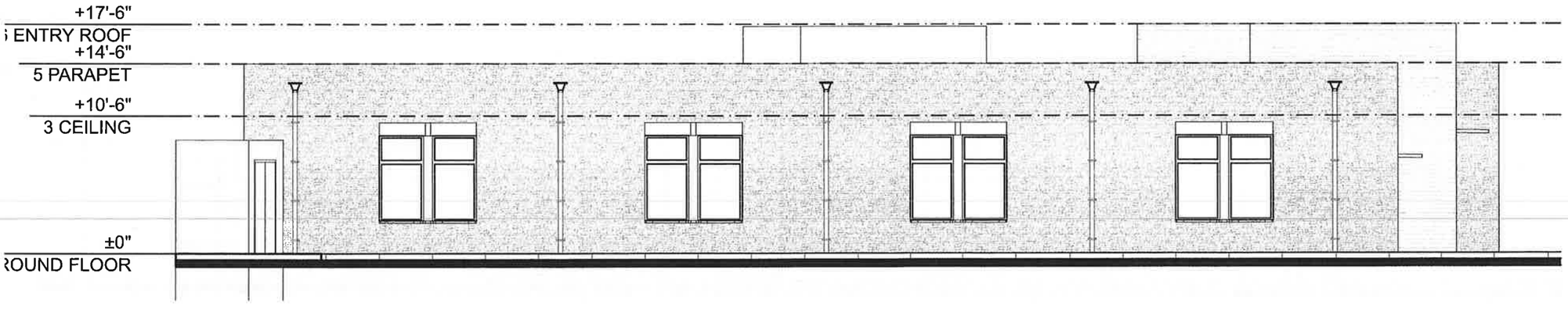
5/4/16



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

1 A.0.5 EAST ELEVATION

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



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

2 A.0.5 WEST ELEVATION

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

GNITSHOT
ARCHITECTURE

PREMIER LENDING ALLIANCE

5/4/16

ITEM NO. 9E

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016

SUBJECT:	ACTION REQUIRED:
Consider approval of an appeal to the Preliminary FEMA Flood Insurance Rate Maps (FIRM) dated June 17, 2015; Resolution 16-107	___ Ordinance _X_ Resolution ___ Approval ___ Receive/File ___ Attorney Review

SYNOPSIS:

In order to ensure all Johnston properties are able to purchase flood insurance for their properties, if necessary, the City of Johnston participates in the National Flood Insurance Program (NFIP). As part of this program, the City is required to maintain ordinance requirements limiting/controlling development within designated flood hazard areas which are determined by the FEMA Flood Insurance Rate Maps (FIRM) (for reference these requirements are contained within Chapter 169 of the Zoning Ordinance). The current FIRM maps regulating properties within Johnston were adopted on July 19, 2000. However, over the last couple of years FEMA has been working to update all FIRM maps within Johnston based upon:

> Updated hydrologic and hydraulic analysis of portions of Little Beaver Creek, affecting flood hazard areas generally north of NW 70th Avenue and east of NW 86th Street; and,
>
> Re-delineation of flood hazard areas using updated topographic information, affecting all flood hazard areas within Johnston. The 2000 FIRM maps were prepared using 10 foot topographic contour data, while the preliminary maps use 2 foot topographic contour data.

As a result of this work, FEMA has published preliminary FIRM maps and an Flood Insurance Study (FIS) for Johnston dated June 17, 2015. In order to continue to participate in the NFIP, the City is required to officially adopt these updated maps, with this approval expected in late 2016 or early 2017. However, before FEMA will issue final FIRM maps, they provide communities and property owners the opportunity to appeal the proposed flood hazard information presented on the Preliminary FIRM maps.

To that end, staff mailed letters to 140 property owners with property within or adjacent to the flood hazard areas to make them aware of the preliminary maps and the appeal process. A copy of the letter is attached. The letter requested all appeals be submitted to staff by April 29, 2016, so the City could

	review/approve the appeals and submit to FEMA prior to the May 31st, 2016 deadline. Based upon this correspondence, staff received inquiries from dozens of property owners seeking additional information. As of the deadline, two official appeals were submitted as follows: 7135 NW 54th Avenue – FEMA FIRM Panel # 19153C0187F: The Preliminary FIRM maps depicted a new area of Regulatory Floodway impacting this parcel and the adjacent parcel to the north/east, with a base flood elevation of 812.4. The property owner had a licensed Land Surveyor complete a topographic survey of the property and noted the entire parcel at 7135 NW 54th Avenue and a portion of the adjacent lot were above the flood elevation with the structure having a finished floor elevation of 819.8. As such, the map should be amended to reflect this surveyed area. A copy of the property owners request and survey are attached for reference. Crosshaven Townhomes – North of Little Beaver Creek and east of NW 100th Street – FEMA FIRM Panels # 191530160F and 191530178F: This area is currently under design for the next phase of the Crosshaven subdivision. The preliminary FIRM panels for this area depict that the 100 year flood overtops the stream bank between Cross Section E (as shown on the FIRM panels) and the 100th Street Bridge (this area isn't currently shown on the effective FIRM maps). This overflow then creates a large area of land within the floodplain. Based upon the topographic information submitted for this area, the 100 year base flow cannot overtop the bank in this area (nor has it historically done so), thus additional area is incorrectly shown within the floodplain. A copy of the engineer's summary and topographic survey are attached for reference.
RECOMMENDATION:	Based upon staff's review of the two submitted appeals, it appear both have been properly filed pursuant to FEMA appeals criteria and Staff recommends the City Council approve Resolution 16-107 which would approve the appeals and direct staff to submit them to FEMA for review.

Attachments: February 26, 2016 Property Owner Letter
7135 NW 54th Avenue Appeal
Crosshaven Townhomes Appeal

RESOLUTION 16-107

A RESOLUTION APPROVING APPEALS TO THE PRELIMINARY FEMA FIRM AND FIS DATED JUNE 17, 2015 FOR JOHNSTON, IOWA.

WHEREAS, the City of Johnston participates in the National Flood Insurance Program (NFIP).

WHEREAS, as part of the NFIP, the City is required to maintain ordinance requirements limiting/controlling development within designated flood hazard areas which are determined by the FEMA FIRM maps (for reference these requirements are contained within Chapter 169 of the Zoning Ordinance).

WHEREAS, the current FIRM maps regulating properties within Johnston were adopted on July 19, 2000.

WHEREAS, FEMA has published preliminary FIRM maps and an FIS for Johnston dated June 17, 2015.

WHERAS, FEMA has notified the City of Johnston of its right to appeal the information contained on the preliminary FIRM maps and the FIS.

WHEREAS, the City of Johnston notified more than 140 property owner within and/or adjacent to the existing FIRM and preliminary FIRM maps to make them aware of the pending changes to the regulatory floodplain within the City limits.

WHERAS, the City of Johnston staff received two appeals requests from property owners affected by the changes on the Preliminary FIRM and FIS.

WHEREAS, the above noted appeals have been reviewed by the City of Johnston staff, who recommend they be approved by the City Council and transmitted to FEMA for review.

NOW THEREFORE BE IT RESOLVED, the Johnston City Council hereby approves the following listed appeals to the preliminary FEMA FIRM and FIS dated June 17, 2015 and hereby directs staff to submit an official appeal to FEMA Region VII on behalf of the City and the noted property owners:

1. 7135 NW 54th Avenue (FEMA FIRM Panel # 19153C0187F) – Andrew Arnold Property Owner based upon the topographic survey prepared by Bobby Maddeleno, PLS, Veenstra and Kimm dated April 20, 2016.

2. Crosshaven Townhomes (FEMA FIRM Panels # 191530160F and 191530178F) – Crosshaven I, LLC Property owner based upon the topographic survey and study prepared by Justin Miller, PE, McClure Engineering dated April 27, 2016.

PASSED AND APPROVED this 16th 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

Andrew Arnold
7135 NW 54th Avenue
Urbandale, IA 50322

David R. Wilwerding, AICP
Community Development Director
City of Johnston
6621 Merle Hay Road – P.O. Box 410
Johnston, IA 50131

RE: FEMA Flood Map Appeal

Dear Mr. Wilwerding:

Attached is a certified topographical map prepared by Bobby J. Maddaleno, Certified Land Surveyor, with Veenstra & Kimm, Inc. This map illustrates that my property, 7135 NW 54th Avenue, should not be included in the flood zone as indicated on preliminary FEMA maps provided to the City of Johnson.

The preliminary FEMA maps indicated that Tract 1 and Tract 2 would be included in the FEMA flood zone. My appeal is to remove the area of land within Tract 1 and Tract 2 that are located above 812.4 feet, the flood elevation for Beaver Creek. The coordinates for these locations can be found on the line table of the attached map.

Please let me know of additional documentation you might need from Veenstra & Kimm, Inc.

Regards,

Andrew Arnold

---

1. Attachment – Veenstra & Kimm, Inc. Land Survey, 4/20/2016
2. Email Correspondents, 03/02/2016

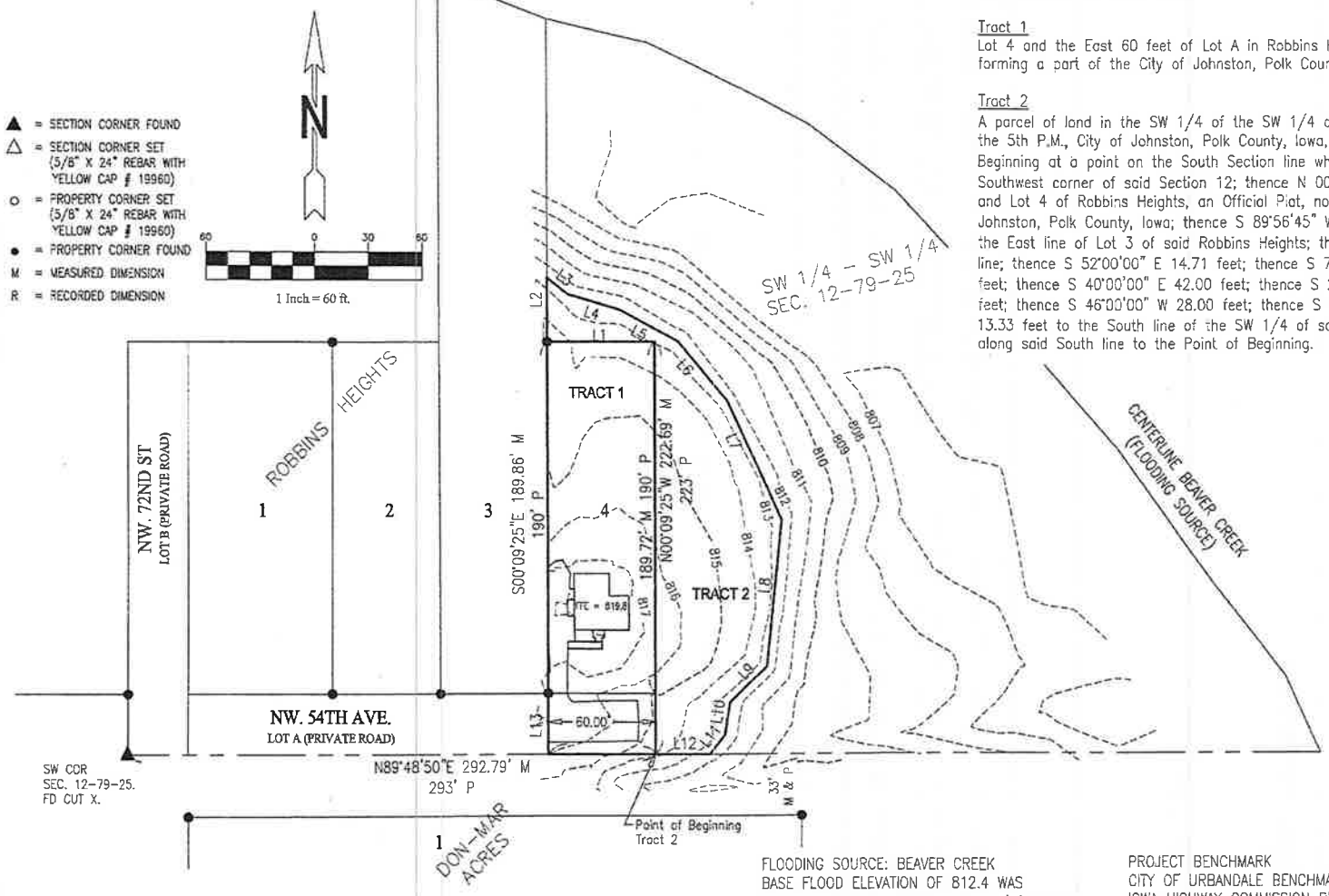
This legal description was prepared to describe that portion of land within the parcel described in Warranty Deed in Book 15760 Page 931, Polk County Recorder's Office, that lies above the Base Flood Elevation of 812.4 feet.

Tract 1

Lot 4 and the East 60 feet of Lot A in Robbins Heights, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

Tract 2

A parcel of land in the SW 1/4 of the SW 1/4 of Section 12, Township 79 North, Range 25 West of the 5th P.M., City of Johnston, Polk County, Iowa, being more particularly described as follows: Beginning at a point on the South Section line which is N 89°48'50" E 292.79 feet distant from the Southwest corner of said Section 12; thence N 00°09'25"W 222.69 feet along the East line of Lot A and Lot 4 of Robbins Heights, an Official Plat, now included and forming a part of the City of Johnston, Polk County, Iowa; thence S 89°56'45" W 60.00 feet along the North line of said Lot 4 to the East line of Lot 3 of said Robbins Heights; thence N 00°09'25" W 35.00 feet along said East line; thence S 52°00'00" E 14.71 feet; thence S 74°00'00" E 30.00 feet; thence S 62°00'00" E 37.00 feet; thence S 40°00'00" E 42.00 feet; thence S 25°00'00" E 71.00 feet; thence S 06°00'00" W 79.00 feet; thence S 46°00'00" W 28.00 feet; thence S 09°00'00" W 18.00 feet; thence S 37°51'55" W 13.33 feet to the South line of the SW 1/4 of said Section 12; thence S 89°48'50" W 30.00 feet along said South line to the Point of Beginning.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°56'45"W	60.00'
L2	N0°09'25"W	35.00'
L3	S52°00'00"E	14.71'
L4	S74°00'00"E	30.00'
L5	S62°00'00"E	37.00'
L6	S40°00'00"E	42.00'
L7	S25°00'00"E	71.00'
L8	S6°00'00"W	79.00'
L9	S46°00'00"W	28.00'
L10	S9°00'00"W	18.00'
L11	S37°51'55"W	13.33'
L12	S89°48'50"W	30.00'
L13	S0°09'25"E	32.98'

FLOODING SOURCE: BEAVER CREEK
BASE FLOOD ELEVATION OF 812.4 WAS DETERMINED FROM CROSS SECTION 'O' OF THE PRELIMINARY FLOOD INSURANCE STUDY NUMBER 19153CV001A ON PAGE 65 AND SHOWN ON PRELIMINARY FEMA FIRM MAP NUMBER 19153C0187F PANEL 187 OF 480.

PROJECT BENCHMARK
CITY OF URBANDALE BENCHMARK NO. 33:
IOWA HIGHWAY COMMISSION BRASS MARKER PLACED ON EAST ABUTMENT ON THE SOUTH BRIDGE OF 72ND STREET OVER INTERSTATE 80.
ELEVATION = 886.84 NAVD 88

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.

Signed Bobby J. Maddaleno PLS 4/13/16 Date

Bobby J. Maddaleno
Iowa License No. 19960
My license renewal date is December 31, 2017
Pages or sheets covered by this seal: 1

PROFESSIONAL LAND SURVEYOR Bobby J. Maddaleno No. 19960 IOWA

PROPERTY ADDRESS:
7135 NW 54TH AVENUE
DES MOINES, IA 50322

DATE	REVISIONS	
		SCALE
		DRAWN
		CHECKED
		APPROVED
		DATE
		A.C.

V&K VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATTS)

ANDRERW ARNOLD FEMA APPEAL
BEAVER CREEK, POLK COUNTY, IA

DWG. NO. 1

PROJECT 389191

MEC# JHN 2215001

McCLURE™
ENGINEERING CO

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

ENGINEER'S REPORT
FLOODPLAIN SUPPLEMENTAL INFORMATION
CITY OF JOHNSTON, POLK COUNTY, IOWA
APRIL 27, 2016

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND REGION | LAKE OZARK, MISSOURI

LICENSED PROFESSIONAL ENGINEER
JUSTIN W. MILLER
22635
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Justin W. Miller, Iowa P.E. No. 22635 — 04/27/16 (Date)

My license renewal date is December 31, 2016.

Introduction

This report is written to provide additional information to the development of regulatory Flood Insurance Rate Maps (FIRM) which have been published as Preliminary maps and open to a comment period. McClure Engineering Company (MEC) is contracted by Hubbell Realty Company whose lands may be significantly impacted by the proposed flood boundaries. This report has been compiled to provide additional information in the development of the revised FIRMs which can be used to revise the preliminary FIRM to account for the additional information.

Subject Stream Segment Information

The subject stream segment is located within the City of Johnston's municipal boundary in Polk County, Iowa and is named Little Beaver Creek. The segment of the stream that is subject of this report is found east and downstream of the 100th Street Bridge. The Subject Location Map in Appendix A shows the approximate location of the segment.

Little Beaver Creek is a perennial stream and is a tributary of Beaver Creek in the Des Moines River watershed. The tributary area of the stream at the 100th Street Bridge is approximately 9.8 square miles. The majority of the tributary area to the bridge crossing includes the City of Grimes, Iowa.

Floodplain Description

The draft preliminary FIRM, Panels 160 and 178 of 480 (Map numbers 191530160F & 191530178F respectively), dated 5/11/2015 are the panels that were obtained for review. The map panels seem to indicate that the 100 year flood overtops the stream bank between Cross Section E and the 100th Street Bridge. The effective FIRM does not include this overflow. The overflow then creates a large area of land within the boundary of the preliminary floodplain. Verbal communication with adjacent landowners indicate that the lands north of the creek in this segment have not previously flooded during past significant flood events.

Topographic Analysis

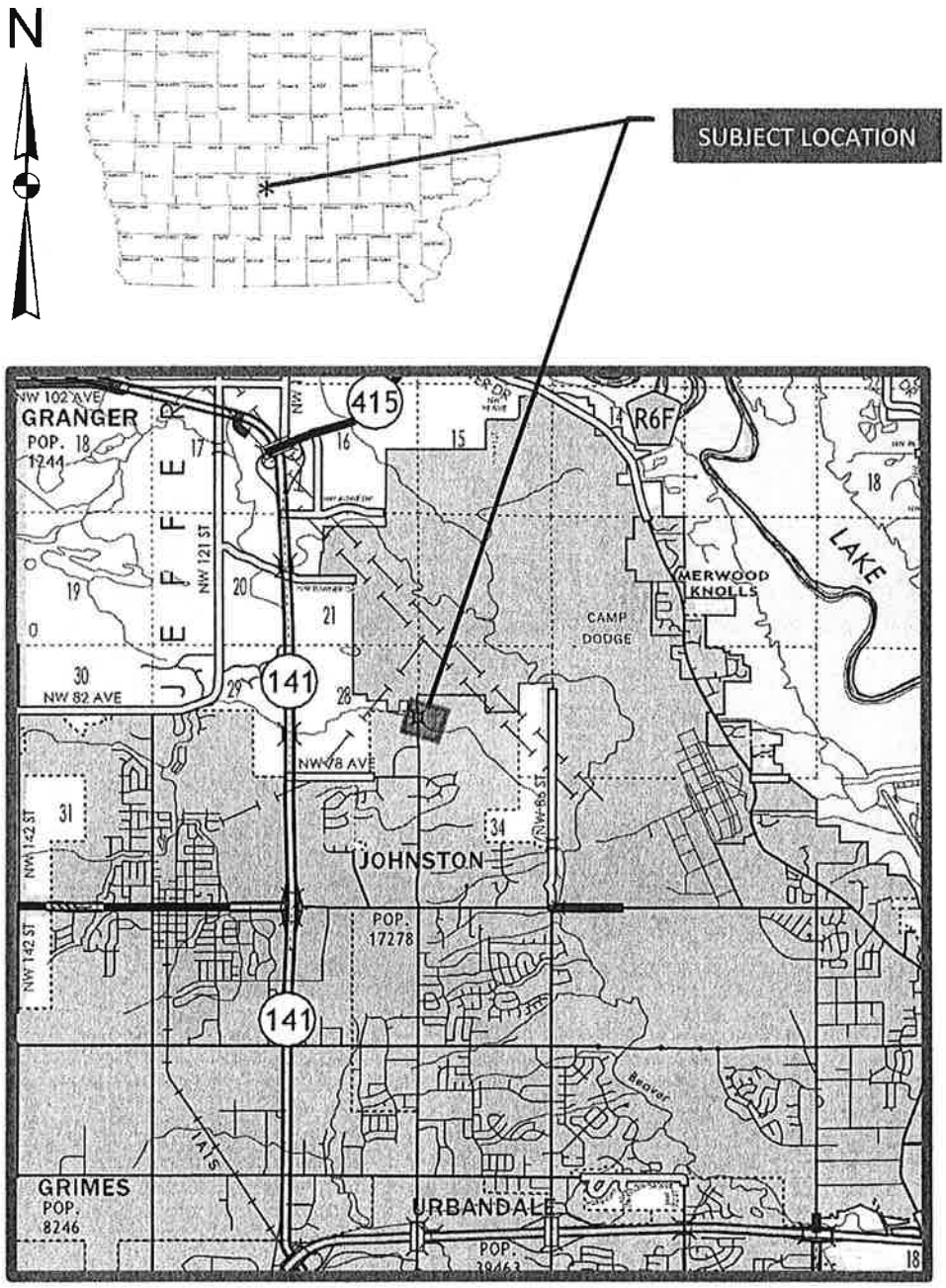
The area surrounding the Little Beaver Creek was surveyed to collect topographic data. The exhibits in Appendix C shows the surveyed elevations and contours overlaid on the preliminary flood maps. The ground elevations collected are in North American Vertical Datum of 1988. Exhibit Sheet 1 of 2 shows the elevations immediately east of the 100th street bridge while Sheet 2 of 2 depicts the elevations immediately east of Sheet 1 of 2.

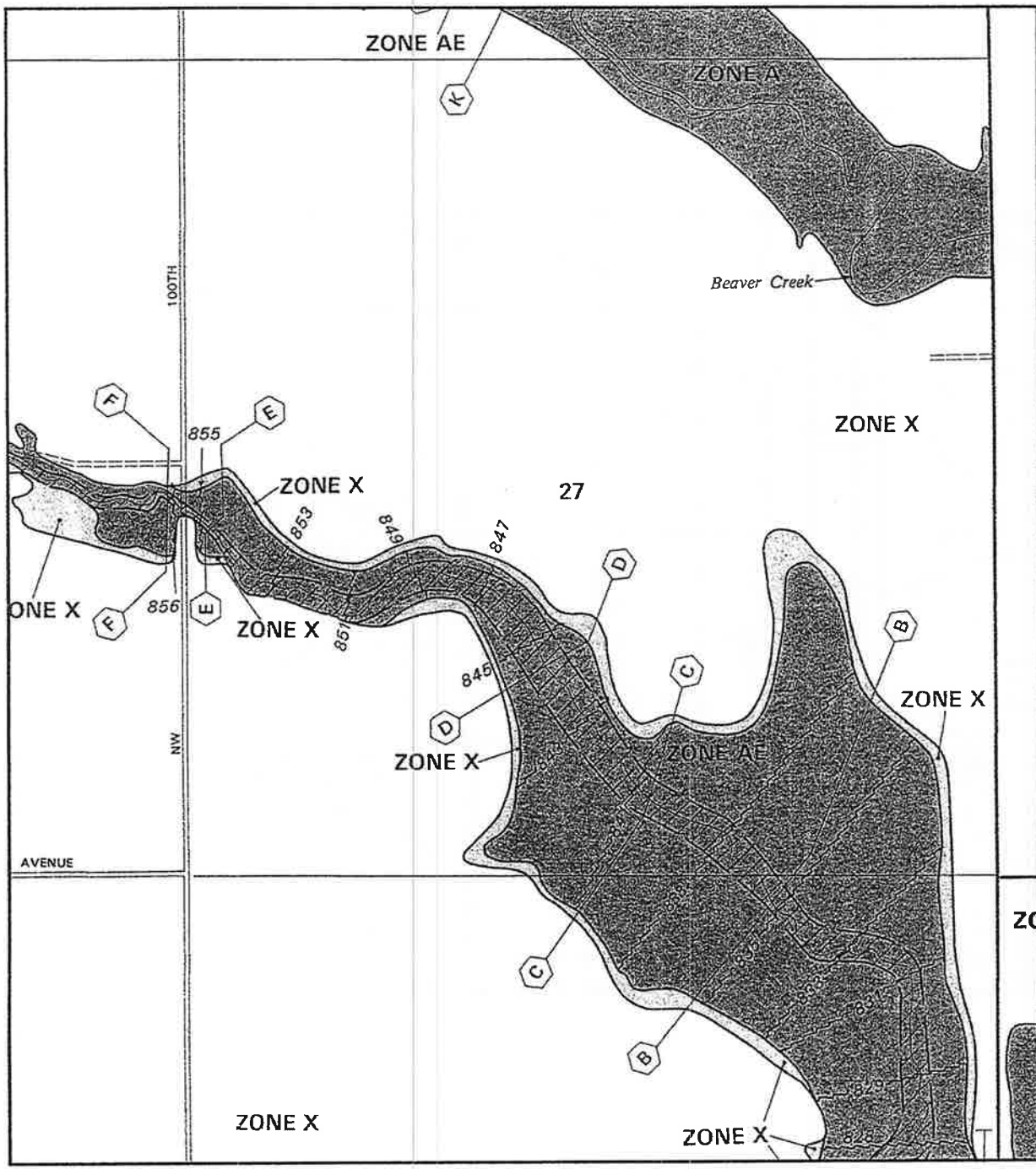
The elevations at both locations indicate ground elevations along the north side of the creek will not allow the 100 year flood to spill over lands to the north. This shows that the 100 year floodplain indicated on the preliminary maps may be incorrectly portrayed. The electronic files, which include the topographic data, have also been included in Appendix C. The Exhibits in Appendix C include a green line added to indicate the 100 year flood boundary based upon the topographic data.

Summary

The preliminary flood maps noted above should be revised prior to becoming effective to reflect the topography of the land included within this report. Without the overflow from the stream, the lands to the north may not actually lie within the 100 year flood boundary.

EXHIBIT A - LOCATION MAP





APPROXIMATE SCALE IN FEET

1000 0 1000

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

POLK COUNTY,
IOWA
(UNINCORPORATED AREAS)

PANEL 85 OF 220
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY—PANEL NUMBER:
190901 0085 D

MAP REVISED:
JULY 19, 2000

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

EXHIBIT G

EXHIBIT C – TOPOGRAPHIC SURVEY EXHIBIT

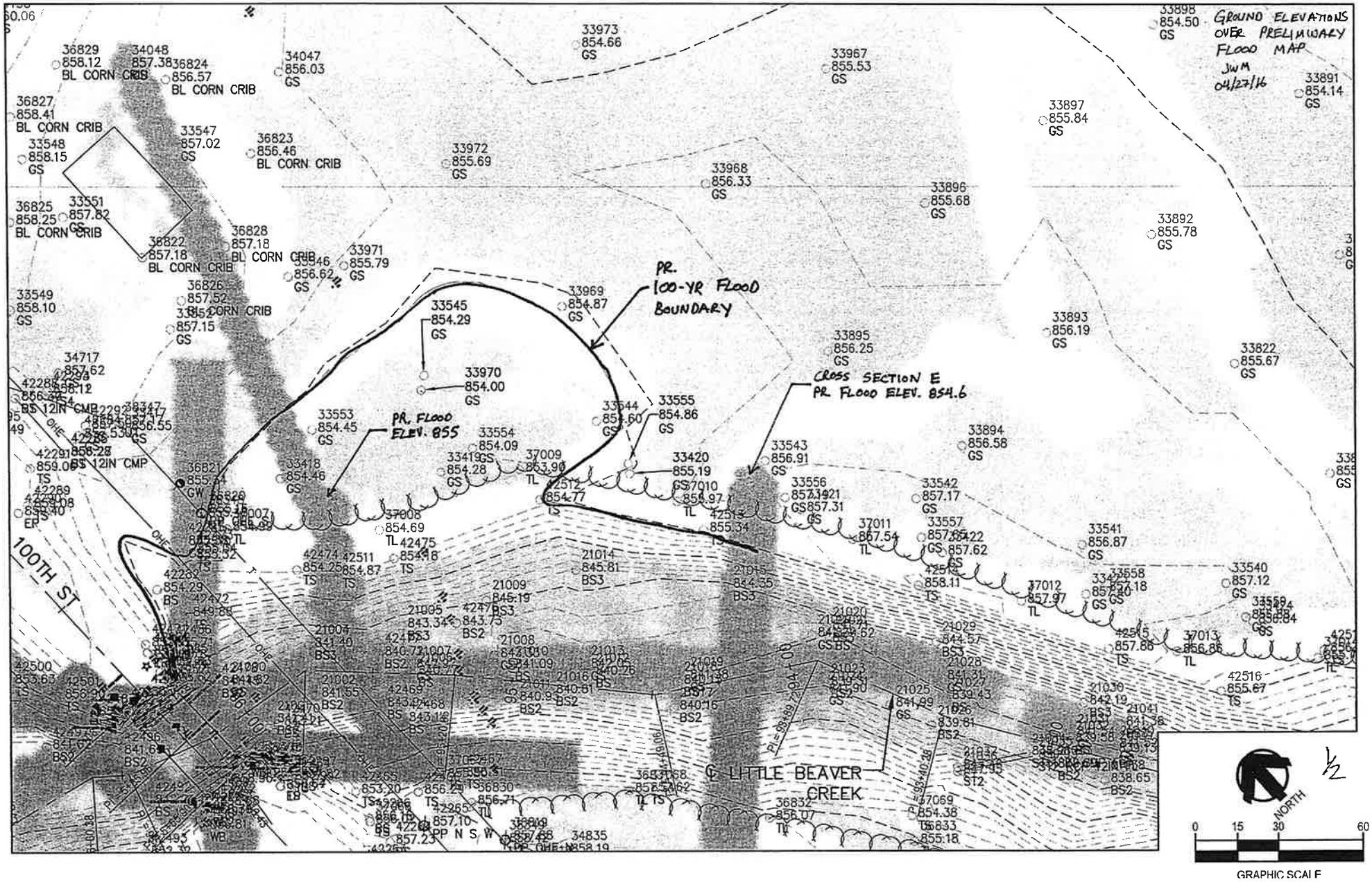
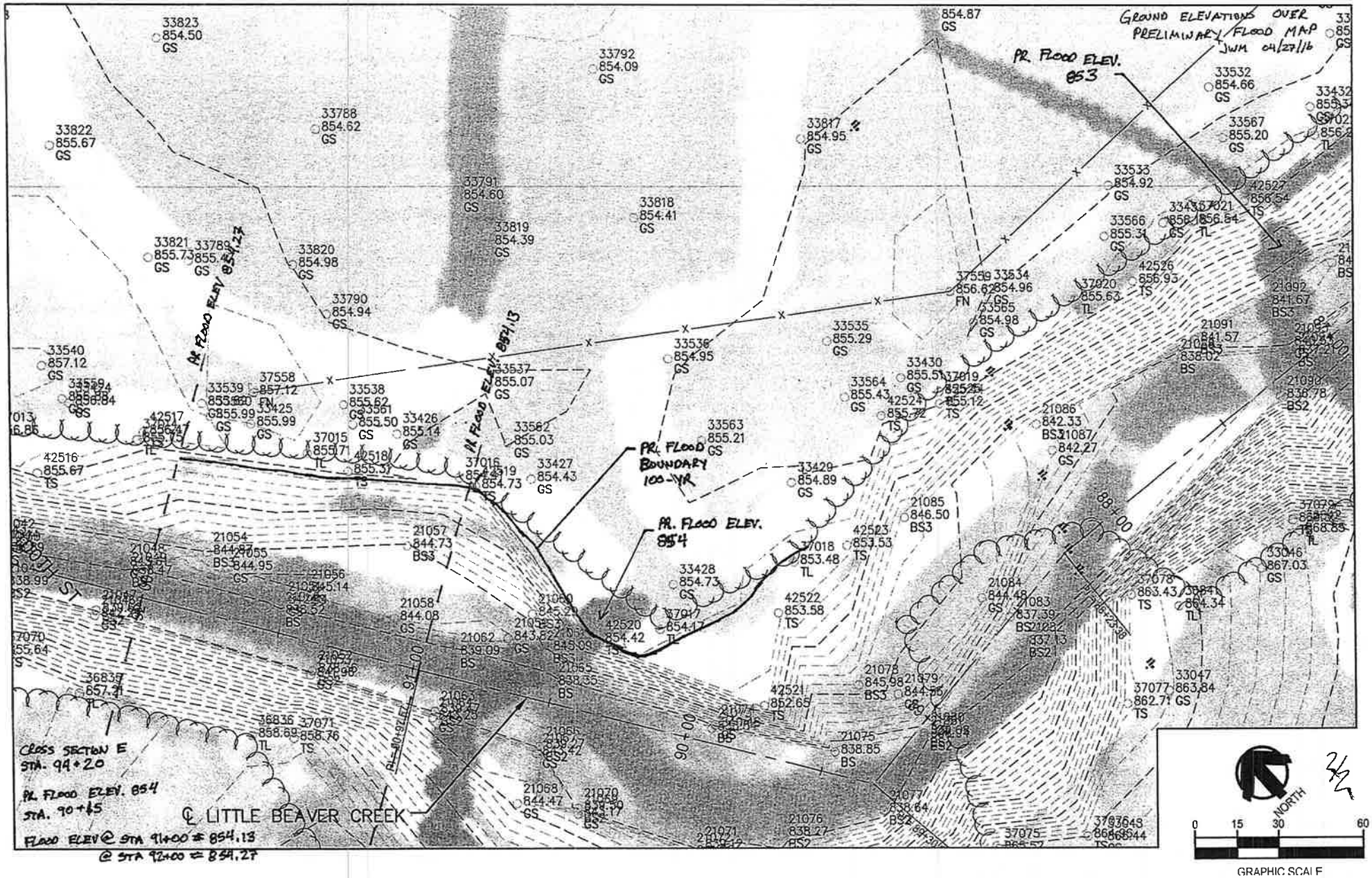


EXHIBIT C – TOPOGRAPHIC SURVEY EXHIBIT



ITEM NO. 8F

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
May 16, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: ___ Ordinance ___ Resolution _X_ Approval ___ Receive/File ___ Attorney Review

J.O.

SYNOPSIS:	Attached for your review is the list of claims for payment in the amount of $1,076,301.91
FISCAL IMPACT:	Money is available to pay claims in the amount of $1,076,301.91
RECOMMENDATION:	By motion approve payment of claims in the amount of $1,076,301.91

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC	DB HOMES	320-700300-00	WATER O/M	NON-DEPARTMENTAL	57.86
	DITTMER, PHYLLIS	DEPOSIT RETURN - THE BARN	GENERAL FUND	SIMPSON BARN	325.00
	HALLEN, LAURA	309-055500-02	WATER O/M	NON-DEPARTMENTAL	39.99
	HUNTRODS, DIANE	HUNTRODS, DIANE:DEPOSIT RE	GENERAL FUND	CROWN POINT	195.00
	WENDEL, JON & DEBORA	309-113000-00	WATER O/M	NON-DEPARTMENTAL	78.62
				TOTAL:	696.47
ADVENTURE LIGHTING		LIGHT BULBS	GENERAL FUND	CROWN POINT	66.66
				TOTAL:	66.66
AHLERS & COONEY PC		EMPLOYMENT LAW RETAINER FE	GENERAL FUND	LEGAL	1,650.00
		FLUME REPAIR/WTR QUALITY I	2012 STORM DRAINAG	STORM SEWER	1,800.00
		NW 86TH ST BOOSTER PUMP ST	WATER O/M	WATER	1,800.00
				TOTAL:	5,250.00
AIRGAS USA, LLC		SAFETY GLASSES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	20.01
		GLOVES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	167.34
		GLOVES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	97.80
				TOTAL:	285.15
ALLIANCE CONNECT, LLC		INTERNET SERVICES - STAT.	GENERAL FUND	FIRE	110.82
		INTERNET SERVICES - STAT.	GENERAL FUND	AMBULANCE	110.82
				TOTAL:	221.64
ALLIANCE CONSTRUCTION GROUP		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	857.85
		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	143,419.13
		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	83,751.43
		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	37,068.43-
		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		ROADS,BRIDGES,SIDEWALK	111,680.10
		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		WATER MAIN	33,723.10
		NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH		SANITARY SEWER	13,167.00
				TOTAL:	349,530.18
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
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	45.11
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	45.11
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	47.38
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	47.38
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	45.11
		MATS FOR CROWN POINT	GENERAL FUND	CROWN POINT	45.11
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.68
		UNIFORMS	GENERAL FUND	BUILDING & HOUSING	4.68
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	371.58
		UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	202.95
		UNIFORMS	WATER O/M	WATER	60.62
		UNIFORMS	WATER O/M	WATER	72.26
		UNIFORMS	SEWER O/M	WASTEWATER	60.61
		UNIFORMS	SEWER O/M	WASTEWATER	72.26
				TOTAL:	1,510.44
ARDICK EQUIPMENT CO INC		VARIOUS STREET SIGNS	ROAD USE TAX	TRAFFIC CONTROL	455.50
				TOTAL:	455.50
ARNOLD MOTOR SUPPLY, LLP		OUTER TIE ROD	GENERAL FUND	FIRE	60.14

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AIR AND FUEL FILTERS	GENERAL FUND	PARKS & TRAILS	180.74
	FUEL FILTER	GENERAL FUND	PARKS & TRAILS	1.79
	AIR, HYDRAULIC & OIL FILTE	GENERAL FUND	PARKS & TRAILS	67.43
	FILTERS	GENERAL FUND	PARKS & TRAILS	19.86
	RETURN - BULBS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	28.76-
	AIR FILTERS FOR PLOW TRUCK	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	135.28
	AIR FILTERS FOR PLOW TRUCK	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	202.92
	AIR, CABIN. FUEL & OIL FIL	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	274.53
			TOTAL:	913.93
BATTERIES PLUS BULBS	RECHARGABLE BATTERIES	GENERAL FUND	POLICE	76.36
			TOTAL:	76.36
BEST PORTABLE TOILETS	PORTABLE TOILET RENTAL FEE	GENERAL FUND	PARKS & TRAILS	60.00
			TOTAL:	60.00
BIG GREEN UMBRELLA MEDIA, INC	APRIL NEWSLETTER W/INSERT	GENERAL FUND	CITY ADMINISTRATOR	4,472.00
			TOTAL:	4,472.00
BOLAND RECREATION	PLAY MATS FOR PLAYGROUNDS	GENERAL FUND	PARKS & TRAILS	900.00
			TOTAL:	900.00
BOYER PETROLEUM CO.	DIESEL EXHAUST FLUID	GENERAL FUND	FIRE	61.03
	DIESEL EXHAUST FLUID	GENERAL FUND	AMBULANCE	61.02
			TOTAL:	122.05
CARPENTER UNIFORM COMPANY	UNIFORM BOOTS - BENBERG	GENERAL FUND	FIRE	50.00
	UNIFORM BOOTS - BENBERG	GENERAL FUND	AMBULANCE	50.00
			TOTAL:	100.00
CDW GOVERNMENT, INC	PRINTER RIBBON (access car	GENERAL FUND	POLICE	104.13
			TOTAL:	104.13
CENTURY LINK	PHONE SERVICES	GENERAL FUND	POLICE	60.03
	T-1 LINE FOR PSB	GENERAL FUND	POLICE	262.50
	PHONE SERVICES	GENERAL FUND	FIRE	27.16
	T-1 LINE FOR PSB	GENERAL FUND	FIRE	118.75
	PHONE SERVICES	GENERAL FUND	AMBULANCE	27.15
	T-1 LINE FOR PSB	GENERAL FUND	AMBULANCE	118.75
			TOTAL:	614.34
CHARLES GABUS FORD	WHEEL ALIGNMENT	GENERAL FUND	FIRE	44.77
	WHEEL ALIGNMENT	GENERAL FUND	AMBULANCE	44.77
			TOTAL:	89.54
CINTAS CORPORATION #762	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	36.81
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING	GENERAL FUND	CITY HALL	113.20
			TOTAL:	371.55
COMMUNICATION INNOVATORS, INC.	PHONE/NETWORK MAINT. - PSB	GENERAL FUND	POLICE	237.31

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PD VOICE RECORDING	GENERAL FUND	POLICE	95.35
	PHONE/NETWORK MAINT. - PSB	GENERAL FUND	FIRE	107.35
	PHONE/NETWORK MAINT. - PSB	GENERAL FUND	AMBULANCE	107.35
	NETWORK & PHONE MAINT. SER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	LIBRARY	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	PARKS & TRAILS	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	BUILDING & HOUSING	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	PLANNING & ZONING	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	CITY ADMINISTRATOR	95.40
	NETWORK & PHONE MAINT. SER	GENERAL FUND	FINANCE	95.40
	NETWORK & PHONE MAINT. SER	WATER O/M	WATER	95.40
	NETWORK & PHONE MAINT. SER	SEWER O/M	WASTEWATER	95.40
			TOTAL:	1,405.96
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	WALLPLATE FOR CITY HALL	GENERAL FUND	CITY HALL	2.37
			TOTAL:	2.37
COPY SYSTEMS INC	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	272.97
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	19.01
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	19.01
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	18.47
			TOTAL:	329.46
CORELL CONTRACTOR INC	GREENWOOD HILLS, PH. 2	2012 STORM DRAINAG	STORM SEWER	47,582.39
			TOTAL:	47,582.39
DAVIS, REBEKAH	REIMBURSEMENT-NOTARY APP.	GENERAL FUND	PLANNING & ZONING	30.00
			TOTAL:	30.00
DEBRA SMITH	REIMBURSEMENT-OFFICE SUPPL	GENERAL FUND	POLICE	12.09
			TOTAL:	12.09
DEPT. OF PUBLIC DEFENSE	SHOOTING RANGE FEES	GENERAL FUND	POLICE	75.00
			TOTAL:	75.00
DES MOINES WATER WORKS	WATER SERVICE-5136 MHR	WATER O/M	WATER	90,897.05
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
	WATER SERVICE - 5130 LWR B	WATER O/M	WATER	0.00
	AVAILABILITY CHARGE	WATER O/M	WATER	0.00
	WATER SERVICE - 5134 MHR	WATER O/M	WATER	72,827.16
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
			TOTAL:	163,874.21
DEWEY FORD	PATROL CAR REPAIR	GENERAL FUND	POLICE	701.84
	WHEEL BOLT	GENERAL FUND	PARKS & TRAILS	7.85
	TRAILER LIGHTS, PLUG & BRA	GENERAL FUND	PARKS & TRAILS	63.45
	RETURN-TRAILER LIGHT PLUG	GENERAL FUND	PARKS & TRAILS	12.29-
			TOTAL:	760.85
DOCTORS NOW WALK-IN CARE	DOT DRUG SCREENS	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	30.00
	DOT DRUG SCREEN	GENERAL FUND	PARKS & TRAILS	30.00
	DOT DRUG SCREENS	WATER O/M	WATER	30.00
			TOTAL:	90.00
ELECTRONIC ENGINEERING COMPANY	TOWER SERVICES	GENERAL FUND	POLICE	12.00
	MICRON TOWER/RADIO SERVICE	GENERAL FUND	EMERGENCY MANAGEMENT	144.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MICRON TOWER/RADIO SERVICE	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	165.60
	MICRON TOWER/RADIO SERVICE	GENERAL FUND	PARKS & TRAILS	165.60
	MICRON TOWER/RADIO SERVICE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	165.60
	MICRON TOWER/RADIO SERVICE	WATER O/M	WATER	165.60
	MICRON TOWER/RADIO SERVICE	SEWER O/M	WASTEWATER	165.60
			TOTAL:	984.00
FIRST CHOICE DISTRIBUTION	COPY PAPER	GENERAL FUND	POLICE	47.36
	CLEANING SUPPLIES AND PAPE	GENERAL FUND	FIRE	255.73
	CLEANING SUPPLIES AND PAPE	GENERAL FUND	AMBULANCE	255.73
	COPY PAPER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	14.79
	COPY PAPER	GENERAL FUND	PLANNING & ZONING	148.00
	COPY PAPER	GENERAL FUND	CITY ADMINISTRATOR	14.80
	COPY PAPER	GENERAL FUND	CITY CLERK	94.72
	COPY PAPER	GENERAL FUND	FINANCE	94.71
	COPY PAPER	WATER O/M	WATER	88.80
	COPY PAPER	SEWER O/M	WASTEWATER	88.80
			TOTAL:	1,103.44
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC	FIBER CONNECTION TO CROWN	GENERAL FUND	PARKS & TRAILS	1,984.00
	SWPPP REVIEWS	GENERAL FUND	BUILDING & HOUSING	1,407.00
	JOHNSTON DEVELOPMENT REVIE	GENERAL FUND	PLANNING & ZONING	3,687.00
	JOHNSTON DEVELOPMENT REVIE	GENERAL FUND	PLANNING & ZONING	3,247.00
	NW 62ND AVE WCL CONSTRUCTI	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	3,149.96
	JOHNSTON FIBER OPTIC, PH.	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	1,728.50
	JOHNSTON FIBER OPTIC, PH.	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	4,360.50
	MERLE HAY RD ICAAP	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	445.82
	NW 86TH ST ICAAP	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	438.81
	MERLE HAY RD ICAAP	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	3,881.60
	BEAVER CRK BNK STABILIZATI	2012 STORM DRAINAG	STORM SEWER	1,071.00
			TOTAL:	25,401.19
GALLAGHER BENEFIT SERVICES	PERFORMANCE MGMT. TRAINING	GENERAL FUND	POLICE	1,105.20
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	FIRE	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	LIBRARY	315.80
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	PARKS & TRAILS	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	BUILDING & HOUSING	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	PLANNING & ZONING	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	CITY ADMINISTRATOR	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	CITY CLERK	157.90
	PERFORMANCE MGMT. TRAINING	GENERAL FUND	FINANCE	157.90
	PERFORMANCE MGMT. TRAINING	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	157.90
	PERFORMANCE MGMT. TRAINING	WATER O/M	WATER	78.95
	PERFORMANCE MGMT. TRAINING	SEWER O/M	WASTEWATER	78.95
			TOTAL:	3,000.00
GOLDEN ENTERPRISES, LTD	TEMP. EASEMENT- 57TH IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	729.12
			TOTAL:	729.12
GRAINGER INC / W W	CLEANING ANALYZERS	WATER O/M	WATER	36.90
			TOTAL:	36.90
GREAT AMERICA FINANCIAL SERVICES CORP.	COPIER MAINT. & COPIES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	65.51
	COPIER MAINT. & COPIES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	65.51
	COPIER MAINT. & COPIES	WATER O/M	WATER	65.51

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	COPIER MAINT. & COPIES	SEWER O/M	WASTEWATER		65.48
				TOTAL:	262.01
GREENER ALTERNATIVES LAWN CARE & LANDS	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		375.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		300.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		550.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		425.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		300.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		600.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		450.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		150.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		300.00
	SWR REPAIR RESTORATION SER	SEWER O/M	WASTEWATER		250.00
				TOTAL:	3,700.00
GRIMES ASPHALT & PAVING CORP	COLD MIX FOR POTHOLE REPAI	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		147.46
				TOTAL:	147.46
HARMON GLASS	WINDSHIELD FOR TRANSIT VAN	WATER O/M	WATER		129.00
	WINDSHIELD FOR TRANSIT VAN	SEWER O/M	WASTEWATER		129.00
				TOTAL:	258.00
HD SUPPLY WATERWORKS	DRAIN GRATE	GENERAL FUND	PARKS & TRAILS		61.13
	HYDRANT OIL & GREASE	WATER O/M	WATER		253.02
				TOTAL:	314.15
HOTSY CLEANING SYSTEMS INC	HOTSY REPAIR	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		480.69
				TOTAL:	480.69
HOWARD R GREEN COMPANY	NW 100TH ST-62ND-70TH CONS	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK		10,326.77
	NW 86TH ST PUMP STATION	WATER O/M	WATER		4,238.25
				TOTAL:	14,565.02
HY-VEE	JPD DETENTION CENTER MEAL	GENERAL FUND	POLICE		250.00
				TOTAL:	250.00
INFOMAX OFFICE SYSTEMS	PRINTER MAINT. & COPIES	GENERAL FUND	PARKS & TRAILS		297.54
				TOTAL:	297.54
INTERSTATE BATTERIES	VEHICLE BATTERIES	GENERAL FUND	FIRE		335.85
	VEHICLE BATTERIES	GENERAL FUND	AMBULANCE		335.85
				TOTAL:	671.70
IOWA COUNTY ATTORNEYS ASSOCIATION (ICA	CRIMINAL LAW TRAINING WORK	GENERAL FUND	POLICE		65.00
				TOTAL:	65.00
IOWA MEDICAID	INSURANCE REFUND	GENERAL FUND	AMBULANCE		138.40
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		150.50
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		145.62
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		132.57
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		132.57
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		135.18
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		158.33
	INSURANCE REFUND	GENERAL FUND	AMBULANCE		123.82
				TOTAL:	1,116.99

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA SIGNAL, INC	REPLACE MERCURY SWITCH- MH	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	163.00
	JOHNSTON FIBER PROJ. PH. 3	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	194,925.75
			TOTAL:	195,088.75
KADETH, INC	IT/NETWORK SUPPORT	GENERAL FUND	POLICE	279.17
	IT/NETWORK SUPPORT	GENERAL FUND	POLICE	245.00
	IT/NETWORK SUPPORT	GENERAL FUND	CITY ADMINISTRATOR	3,928.33
	BACKUP SOFTWARE FOR ACLARA	WATER O/M	WATER	722.70
			TOTAL:	5,175.20
KEYSTONE LABORATORIES	MONTHLY WATER ANALYSIS	WATER O/M	WATER	230.00
			TOTAL:	230.00
KING DELIVERY SERVICE	APRIL DELIVERIES	GENERAL FUND	CITY HALL	15.46
			TOTAL:	15.46
LADEN & PEARSON P C	MONTHLY RETAINER FEE	GENERAL FUND	POLICE	1,200.00
	MONTHLY RETAINER FEE	GENERAL FUND	LEGAL	3,800.00
			TOTAL:	5,000.00
LASER RESOURCES	PRINTER MAINT. & COPIES	WATER O/M	WATER	43.61
	PRINTER MAINT. & COPIES	SEWER O/M	WASTEWATER	43.60
			TOTAL:	87.21
LEXIS NEXIS RISK MANAGEMENT INC.	SEARCH ENGINE FEE	GENERAL FUND	POLICE	41.50
			TOTAL:	41.50
LOGAN CONTRACTORS SUPPLY INC	CAUTION TAPE	GENERAL FUND	PARKS & TRAILS	198.50
	DUCT TAPE, TAPE MEASURE, L	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	95.45
	DUCT TAPE, TAPE MEASURE, L	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	18.65
	2X4 ADA BRICK INSERT	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	519.80
	CONCRETE DRILL BIT	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	97.00
			TOTAL:	929.40
LOGIN / IACPNET	ANNUAL IACP NET SERVICES A	GENERAL FUND	POLICE	875.00
			TOTAL:	875.00
MANATT'S INC	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	784.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	980.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	735.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	686.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	833.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	196.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	40.00
	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	343.00
	CONCRETE BLANKET PO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	40.00
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	381.90
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	40,910.61-
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	4,088.80
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	1,182.75
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	198,997.22
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	WATER	4,872.65
			TOTAL:	173,808.71

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARTIN MARIETTA MATERIALS	CLASS A MATERIALS FOR PATC	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	248.35
			TOTAL:	248.35
MDS RECORDS	OFFSITE STORAGE SERVICES	GENERAL FUND	POLICE	33.82
	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:	113.29
METRO WASTE AUTHORITY	PREMIUM COMPOST IT PROG.	GENERAL FUND	GARBAGE,RECYCLING,COMP	2,625.00
	COMPOST IT TOTERS	GENERAL FUND	GARBAGE,RECYCLING,COMP	530.00
			TOTAL:	3,155.00
MID AMERICAN ENERGY	ELE. SERVICES - TERRA LAKE	GENERAL FUND	PARKS & TRAILS	48.01
			TOTAL:	48.01
MID-IOWA SOLID WASTE EQUIPMENT	JETTER HOSE/FITTINGS -VACT	SEWER O/M	WASTEWATER	77.54
	CRIMP FEE FOR JETTER HOSE	SEWER O/M	WASTEWATER	111.50
			TOTAL:	189.04
MILLER NURSERY CO	TREE - PSB	GENERAL FUND	POLICE	64.90
	TREE - PSB	GENERAL FUND	FIRE	32.40
	TREE - PSB	GENERAL FUND	AMBULANCE	32.67
	TREE FOR ARBOR DAY	TREES	TREES	113.72
			TOTAL:	243.69
MTI DISTRIBUTING	IRRIGATION TIPS	GENERAL FUND	PARKS & TRAILS	37.50
			TOTAL:	37.50
MUNICIPAL EMERGENCY SERVICES	LADDER REPAIR	GENERAL FUND	FIRE	95.49
			TOTAL:	95.49
MUNICIPAL SUPPLY INC	ADJUSTABLE MANHOLES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	1,088.00
	CREDIT ON ACCT. - MANHOLES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	427.00-
	HYDRANT FLUSHERS	WATER O/M	WATER	35.30
	CAP/EXTENSIONS FOR REPAIRS	SEWER O/M	WASTEWATER	210.25
			TOTAL:	906.55
O'HALLORAN INTERNATIONAL INC	AIR DRYER	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	153.69
	FLEX TUBE SLEEVE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	7.60
	2-WAY CABLE CONNECTOR	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	16.92
			TOTAL:	178.21
OFFICE DEPOT	INK & TONER CARTRIDGES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	89.83
			TOTAL:	89.83
PAYLESS OFFICE PRODUCTS	3-HOLE PUNCH, FILE FOLDERS	GENERAL FUND	POLICE	62.14
	BATTERIES, LABEL MAKER TAP	GENERAL FUND	POLICE	166.83
	PRE-INKED STAMP, PAPER CLI	GENERAL FUND	POLICE	14.17
	PRE-INKED STAMP	GENERAL FUND	POLICE	9.59

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3 HOLE PUNCH & DESK ORGANI	GENERAL FUND	BUILDING & HOUSING	48.73
	P & Z FILE FOLDERS	GENERAL FUND	PLANNING & ZONING	59.29
	CALL BELL	GENERAL FUND	PLANNING & ZONING	5.36
	NOTARY STAMP - DAVIS	GENERAL FUND	PLANNING & ZONING	24.50
	P & Z FILE FOLDERS	GENERAL FUND	PLANNING & ZONING	190.60
			TOTAL:	581.21
PLUMB SUPPLY	ADAPTER FOR DISHWASHER	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	4.36
	THREAD SEAL TAPE	WATER O/M	WATER	5.53
	THREAD SEAL TAPE	SEWER O/M	WASTEWATER	5.53
			TOTAL:	15.42
POLK COUNTY RECORDER	SIDEWALK LEIN RELEASE	GENERAL FUND	PLANNING & ZONING	12.00
	CADENCE PARK AGREEMENT	GENERAL FUND	PLANNING & ZONING	22.00
	SILVERSTONE DEV. AGREEMENT	GENERAL FUND	PLANNING & ZONING	22.00
			TOTAL:	56.00
PUSH-PEDAL-PULL	MAINT. FOR AGILITY EQUIPME	GENERAL FUND	POLICE	107.00
	MAINT. FOR AGILITY EQUIPME	GENERAL FUND	FIRE	53.50
	MAINT. FOR AGILITY EQUIPME	GENERAL FUND	AMBULANCE	53.50
			TOTAL:	214.00
RAPIDS REPRODUCTIONS, INC	PLOTTER PRINT HEADS	GENERAL FUND	PLANNING & ZONING	187.86
			TOTAL:	187.86
RECORD AUTOMATIC DOORS, INC	DOOR REPAIR AT THE BARN	GENERAL FUND	SIMPSON BARN	271.35
			TOTAL:	271.35
RELIABLE MAINTENANCE CO.	CLEANING SERVICES - PSB	GENERAL FUND	POLICE	1,750.68
	CLEANING SERVICES - CITY H	GENERAL FUND	CITY HALL	845.00
			TOTAL:	2,595.68
RSM US, LLP	FINAL FY15 AUDIT BILLING	GENERAL FUND	FINANCE	11,300.00
	FINAL FY15 AUDIT BILLING	WATER O/M	WATER	11,300.00
	FINAL FY15 AUDIT BILLING	SEWER O/M	WASTEWATER	11,300.00
			TOTAL:	33,900.00
SERVPRO OF DES MOINES NW & AMES	Duct Cleaning - Stat 40	GENERAL FUND	FIRE	650.00
	Duct Cleaning - Stat 40	GENERAL FUND	AMBULANCE	650.00
			TOTAL:	1,300.00
SMITH'S SEWER SERVICE	SEWER LINE CLEANING-PARKS	GENERAL FUND	PARKS & TRAILS	270.00
			TOTAL:	270.00
SNYDER & ASSOCIATES INC	BIOXIDE PROJECT	SEWER O/M	WASTEWATER	938.00
			TOTAL:	938.00
SPRAYER SPECIALTIES INC	HOSE AND COUPLERS	GENERAL FUND	PARKS & TRAILS	91.34
	HYDRANT METER HOSES	WATER O/M	WATER	763.01
			TOTAL:	854.35
STIVERS FORD INC	ROTORS AND BRAKE PADS	GENERAL FUND	FIRE	162.81
	O'RING AND SEAL-VEHICLE RE	GENERAL FUND	FIRE	50.92
	ROTORS AND BRAKE PADS	GENERAL FUND	AMBULANCE	162.81
	O'RING AND SEAL-VEHICLE RE	GENERAL FUND	AMBULANCE	50.92
			TOTAL:	427.46

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STOREY KENWORTHY/MATT PARROTT	PTO FORMS	GENERAL FUND	CITY ADMINISTRATOR	176.30
			TOTAL:	176.30
TELRITE CORPORATION	LONG DISTANCE SERVICES - P	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	11.01
			TOTAL:	11.01
THE UPS STORE	SHIPPING SERVICES - TASER	GENERAL FUND	POLICE	10.10
			TOTAL:	10.10
TITAN MACHINERY	COMPRESSOR OIL	GENERAL FUND	PARKS & TRAILS	239.16
			TOTAL:	239.16
TOTALFUNDS BY HASLER	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	POLICE	95.34
	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	0.93
	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	PARKS & TRAILS	137.16
	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	PLANNING & ZONING	113.79
	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	CITY ADMINISTRATOR	20.82
	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	CITY CLERK	2.93
	APRIL POSTAGE - ALL DEPTS.	GENERAL FUND	FINANCE	74.16
	APRIL POSTAGE - ALL DEPTS.	WATER O/M	WATER	298.14
	APRIL POSTAGE - ALL DEPTS.	SEWER O/M	WASTEWATER	298.13
			TOTAL:	1,041.40
TRANS IOWA CHARTERS	SENIOR BUS TRIP	SENIOR CITIZENS	RECREATION	1,045.00
			TOTAL:	1,045.00
TRUCK EQUIPMENT	CRANE TRUCK INSPECTION	WATER O/M	WATER	45.00
	CRANE TRUCK INSPECTION	SEWER O/M	WASTEWATER	45.00
			TOTAL:	90.00
TYLER TECHNOLOGIES	INCODE TRAINING - FA & PA	GENERAL FUND	FINANCE	490.00
	INCODE TRAINING - FA & PA	WATER O/M	WATER	455.00
	INCODE TRAINING - FA & PA	SEWER O/M	WASTEWATER	455.00
			TOTAL:	1,400.00
UNITED STATES POSTAL SERVICE	POSTAGE - MAY WATERBILLS	WATER O/M	WATER	1,241.46
	POSTAGE - MAY WATERBILLS	SEWER O/M	WASTEWATER	1,241.46
			TOTAL:	2,482.92
UNITYPOINT CLINIC-OCCUPATIONAL MED @ R	RANDOM DOT DRUG TESTING	GENERAL FUND	PARKS & TRAILS	37.00
	RANDOM DOT DRUG TESTING	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	37.00
	RANDOM DOT DRUG TESTING	WATER O/M	WATER	18.50
	RANDOM DOT DRUG TESTING	SEWER O/M	WASTEWATER	18.50
			TOTAL:	111.00
VAN WALL GROUP	MOWER BLADES	GENERAL FUND	PARKS & TRAILS	424.62
	AIR FILTER CASE	GENERAL FUND	PARKS & TRAILS	34.92
			TOTAL:	459.54
VERIZON WIRELESS	AIR CARDS FOR PATROL CARS	GENERAL FUND	POLICE	560.22
	CELL PHONE SERVICE - PRICE	GENERAL FUND	COMMUNICATIONS	40.01
			TOTAL:	600.23
WASTE MANAGEMENT OF IOWA	RECYCLING SERVICE- CROWN P	GENERAL FUND	CROWN POINT	12.50
			TOTAL:	12.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WHEELER, TY	REIMBURSEMENT- VEHICLE PAI	GENERAL FUND	FIRE	69.75
			TOTAL:	69.75

FUND TOTALS

010	GENERAL FUND	63,888.96
140	ROAD USE TAX	10,130.77
170	SENIOR CITIZENS	1,045.00
172	TREES	113.72
315	NW 62ND& 103RD INT-NCL	3,149.96
325	FIBER OPTIC PROJECT	201,014.75
334	MERLE HAY EAST IMPROVEMEN	729.12
335	SIGNALIZATION PROJECTS	4,766.23
342	2012 STORM DRAINAGE IMP	50,453.39
346	70TH AVE IMP (86TH-107TH)	349,530.18
349	NW 100TH (NW62NDtoNW 70TH	178,939.48
601	WATER O/M	186,331.49
631	SEWER O/M	19,208.86
	GRAND TOTAL:	1,069,301.91

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALLIANCE CONSTRUCTION GROUP	NW 70TH AVE IMP.-86TH TO W 70TH AVE IMP (86TH	SANITARY SEWER		7,000.00
			TOTAL:	7,000.00

========== FUND TOTALS ==========

346	70TH AVE IMP (86TH-107TH)	7,000.00
	GRAND TOTAL:	7,000.00

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