

JOHNSTON CITY COUNCIL
Worksession No. 16-20
Johnston City Hall, 6221 Merle Hay Road
October 17, 2016
6:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. BUDGET PARAMETERS DISCUSSION
4. CAPITAL IMPROVEMENTS PLAN (CIP) DISCUSSION



TO: Mayor and City Council
 FROM: Jim Sanders, City Administrator
 Teresa Rotschafer, Finance Director
 DATE: October 17, 2016
 RE: FY18 budget guidelines

Each year department heads are provided budget parameters that serve as a guide for preparing the budget. The purpose of this memo is to provide information on a number of factors that affect the budget and provide guidance for creating the FY18 budget.

General Comments

There are many factors that affect preparation of the budget. Although we may not know the true effect of each issue at this time, following are a number of issues that need to be considered:

1. The community continues to experience residential and commercial growth:

Building permits issued

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016 (through Sept.)
Single family	130	78	98	130	139	113	101	69	124	80
Townhome/condos	68	22	123	24	27	14	23	20	45	18
Multi-family	0	0	0	36	16	275	109	98	395	1
Total units	198	100	221	190	182	402	233	187	564	

The official population in 2010 was 17, 278. A special census conducted in 2015 indicated the city has grown to 20,460 residents, an 18.4 percent increase since 2010 and 137 percent increase since 2000.

2. Commercial growth in 2016 involved three projects generating more than \$4,000,000 in valuation.

Commercial building activity

	2009	2010	2011	2012	2013	2014	2015	2016
Commercial permits	3	4	5	3	7	7	8	3

Commercial valuation	\$4,475,000	\$1,399,520	\$56,494,905	\$20,915,547	\$47,299,334	\$14,638,500	\$36,582,984	\$4,133,805
Industrial permits	0	0	1	0	0	0	0	0
Industrial valuation	0	0	\$250,000	0	0	0	0	0
Total valuation	\$4,475,000	\$1,399,520	\$56,744,905	\$20,915,547	\$47,299,334	\$14,638,500	\$36,582,984	\$4,133,805

3. The Polk County Assessor's Office completes a reassessment of property values every other year (odd numbered years). 2016 was not a reassessment year so we do not anticipate significant growth on the taxable valuation of existing properties. The city will receive the property values around the first of the year.
4. The budget will include the sixth year of funding the Capital Equipment Program (CEP). The program is designed to plan and budget for capital equipment that are purchased/replaced based on their life cycle. The intent is to make sure adequate funding is set aside each year to enable the purchase/replacement of equipment that is critical to staff's ability to provide exceptional service to the community.
5. It is anticipated that Des Moines Water Works will approve a 10% increase on the cost of purchasing water. The increase will go into effect March 1, 2017 (increasing from \$3.66 per 1,000 gallons to \$4.03 per 1,000 gallons).
6. Employee compensation - All three bargaining unit contracts are in the first year of three year agreements. 2017-2018 will be the second year of the contracts and wage and benefit adjustments will be included in the preliminary budget.

Property Tax Levy

Table 1 illustrates the property tax rate over the past 10 years. As the table indicates, the general fund tax levy (which provides funds for police, fire, parks, library and administration), remains relatively low at \$7.74/1,000.

Table 1 also shows the debt service levy. Staff and the City Council have worked to maintain the debt service levy as low as possible while addressing the infrastructure needs of the community. Some of the strategies that are being utilized include:

- Prioritizing and scheduling projects to keep the debt service levy as low as possible,
- Searching for alternate funding sources (i.e. grants, State Revolving Loan program, etc.),
- Refunding existing debt to take advantage of low interest rates

At the work session staff will provide a chart that shows the Johnston property tax rate compared to other metro communities.

TABLE 1

Budget Year	General Fund Tax Levy	Debt Service Tax Levy	Actual Tax Levy
2007/08	\$7.73	\$3.57	\$11.30
2008/09	\$7.58	\$3.72	\$11.30

2009/10	\$7.38	\$3.92	\$11.30
2010/11	\$7.60	\$3.67	\$11.27
2011/12	\$7.64	\$3.46	\$11.10
2012/13	\$7.70	\$3.59*	\$11.29
2013/14	\$7.57	\$3.58**	\$11.15
2014/15	\$7.57	\$3.77**	\$11.34
2015/16	\$7.70	\$3.80	\$11.50
2016/17	\$7.74	\$3.66	\$11.40

Capital Improvements Program (CIP)

The City Council is currently reviewing the Capital Improvements Program (CIP) which will include input from the Park Board, Trail Committee and Storm Water Utility Committee. The Ad Hoc Public Works Committee has met twice to discuss the CIP and the city council has conducted work session discussions on October 3rd and 17th. The CIP includes many projects that involve multi-year phasing or coordination with other governments.

Phased projects include:

- NW Beaver Drive Recreation Trail
- Terra Lake improvements
- Public improvements east of Merle Hay Road (south of 62nd Avenue)
- Reconstruction of NW 70th Avenue from NW 86th Street to the west city limits.

Projects involving coordination with other governments:

- NW 66th Avenue/Kempton bridge improvements (with Polk County)
- Extension of the Fiber Optic System (with the school district)
- Reconstruction of NW 54th Avenue from NW 100th Street to NW 88th Street (with Urbandale)

General Fund Reserve

We continue to maintain our goal of a general fund reserve of at least 25% of our annual operating budget. Staff will provide information regarding the current status of the general fund reserve at the work session.

Property Tax Rollback

It is estimated by PFM that the property tax rollback for residential properties will decrease from the current 55.6259% to 56.9419%. This means a residential property owner will pay property taxes based on 56.9% rather than 55.6% of their assessed value.

The property tax rollback on commercial/industrial properties will remain the same at 90%.

Multifamily Residential Rollback

Beginning with assessment year January 1, 2015 the taxable value on multi-family properties began an eight year phase-in of a property tax rollback. Until FY16 owners of multi-family residential properties paid property taxes based on 100% of the value of the property. In FY17 they are paying based on 86.25% and in FY18 they will pay based on 82.5% of their assessed

value. After the eight year phase-in they will pay property taxes on residential rollback which is currently 55.6259%. No backfill will be received for this reduction in taxable valuation.

Back Fill for the Commercial Property Tax Roll Back

The legislature created a standing appropriation, which began in FY15, to reimburse local governments for the property tax reductions resulting from the rollback for commercial and industrial property. The "backfill" was funded at 100% by the legislature for FY15, FY16 and FY17. Future backfill appropriations are capped at the FY17 level.

Community Survey and City Council Goal Setting

The community survey was updated in late 2015. The survey identified three areas of improvement the city should focus on:

- Traffic flow
- Quality of city streets
- Enforcement of property code violations

In January 2016 the Mayor and City Council completed their annual goal setting session which involved reviewing potential projects, programs, policies and initiatives. The priorities selected (listed in order of priority) are:

1. Create an economic development department
2. Develop strategy dealing with Dow-DuPont merger
3. Conduct assessment of City relationship with regional entities (DMWW, DART, BRAVO, etc.)

Proposed FY18 budget process:

The FY18 budget must address the needs of a community that is continuing to grow and account for increased cost to provide service while maintaining the quality of service expected by our citizens.

Following is a proposed process:

- Department heads prepare their budget, maintaining the bottom line of the current (FY17) budget. The bottom line is calculated by removing the cost of decision packages that were approved as one-time expenditures in the current budget. Note: this will represent the eighth year in a row the budget will be built on the base from the previous year's budget.
- Department heads are allowed growth within their budget for expenditures that are programmed to increase (i.e., bargaining unit wage adjustments, insurance premium increases, IPERS contributions, utility costs, etc.). These 'allowed' increases will be noted in the preliminary budget proposals with justification provided by the department head.
- Decision packages will be prepared and submitted by department heads for additional budget initiatives. All proposed budget increases, new programs, equipment and new positions require a decision package. Decision packages must provide detailed information, justification and include all expenses related to the decision package (i.e. benefits and equipment for new staff, equipping new vehicles with light bars and/or safety devices, etc.).

- Department heads will present their preliminary budget to the City Council on December 13th (this is a proposed special meeting scheduled on a night other than a regular city council night). This is an opportunity for department heads to present an overview of their budget to the City Council focusing on adjustments to the current budget and proposed decision packages. This is also an opportunity for the City Council to ask questions regarding the operating budgets, decision packages and provide further guidance to the budget preparation process.
- Staff will take feedback from the December meeting, make adjustments to the preliminary budget and prioritize decision packages in preparation for the January 17th budget work session.
- The preliminary property tax levy will be calculated when the city receives property valuations from Polk County in early January 2017.
- The City Council will conduct a budget work session on January 17, 2017 (a regular city council meeting night, others may be scheduled if necessary) to discuss and make decisions regarding the budget and decision packages.
- The City Council will set the date for a public hearing on the budget at the regular council meeting on February 6, 2017.
- The public hearing for the budget will be held on March 6, 2017.
- The budget is certified to the county auditor by March 15, 2017.

10/17 Work Session Outcome

At the work session staff would like feedback and direction from the City Council regarding the proposed budget process including:

- Are there any specific tax levy or financial goals the City Council would like to accomplish?
- Are there programs and/or initiatives that are priorities for the council that should be incorporated and/or proposed in the budget?



ITEM NO. WS4

OFFICES OF CITY ADMINISTRATION
Johnston, Iowa
WORK SESSION AGENDA COMMUNICATION
October 17, 2016

<p>SUBJECT: Review the Capital Improvements Plan 2017-2018 through 2020-2021</p>	<p>ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File</p> <p style="text-align: right;"><i>JRS</i></p>
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SYNOPSIS:

Staff is in the process of preparing the 2017-2022 Capital Improvement Plan (CIP). The process involves reviewing the current CIP, providing updates on the status of the current projects, discussing timing for future projects and updating cost estimates for the projects.

Staff met with the Ad Hoc Public Works Committee on 9/29/16 to review the current (2016-17) CIP. At the 10/3/16 work session the current CIP was discussed with the city council.

The Ad Hoc Committee also met on 10/6/16 to continue the review of the CIP and discussed the projects planned for 2017 - 2019.

At the work session staff plans to review the 2017 - 2019 projects. The projects have not been updated based on the 10/6 ad hoc committee discussion. Staff would like obtain city council comments and feedback before updating the CIP.

For reference attached are:

- The adopted 2016-2017 through 2020-2021 CIP, sorted by fiscal year.
- The CIP for park projects as proposed by the Park Board.

- The list of future and unscheduled projects beyond 2021.

After city council review staff will prepare an updated draft CIP. Staff will work with PFM, the city's financial advisor, to prepare information regarding the financial impact of the draft plan.

Once we know the financial impact of the proposed plan there will be additional discussion with the ad hoc committee and the city council to finalize the 2017-2018 through 2020-2021 CIP.

PROJECT NAME	PROJECT DESCRIPTION	YEAR	ESTIMATE	FUNDS	
Park Projects - Southwest District	Greenwood Hills Park Development -Preschool playground	2016-2017	\$ 50,000	Park & Trail Impr. Fund 318	
Park Projects - Westridge District	Crosshaven District Park - Preschool Playground	2016-2017	\$ 60,000	Park & Trail Impr. Fund 318	
Parks Projects	Master Plan Walkability Study	2016-2017	\$ 50,000	Park & Trail Impr Fund 318	
Parks Projects -	Beaver Drive Trail - Phase 4**	2016-2017	\$ 700,000	G. O. Bonds	
Parks Projects -	Terra Lake - Phase 3	2016-2017	\$ 1,452,000	G. O. Bonds/Fund Raising	
Roadway Project Improvements	NW 63rd to 59th Place	2016-2017	1,000,000	T.I.F. #1 / Road Use Tax	Has been bid - Correll starting Fall 2016 Let early Spring 2015 Construction Spring 2015 (FY 14-15) Total \$838,150, School 414,075
Roadway Project Improvements	Fiber Optic System Phase 3 (Joint project w/schools)	2015-2016	\$ 700,000	G. O. Bonds	Design 2015 Construc 2016 - Let in July 2016 School \$103,800 Optional City Project Beaver Drive - 181,640
Roadway Project Improvements	Fiber Optic System Phase 4(joint project w/schools)	2016-2017	\$ 145,000	G. O. Bonds	
Roadway Project Improvements	NW 66th Ave Kempton Bridge Project (Polk Co)	2016-2017	\$ 430,000	G. O. Bonds	Funding committed through an agreement w/Polk County Payment 4 of 6
Roadway Project Improvements	Merle Hay East Impr. - Phase 1B Const & Phase 3 Design	2016-2017	1,233,960	G. O. Bonds	
Roadway Project Improvements	Merle Hay East Impr. - Phase 2 Construction 60TH West	2016-2017	1,510,000	G. O. Bonds	
Roadway Project Improvements	NW 100th - NW 62nd to NW 70th - Complete Construction	2016-2017	500,000	G. O. Bonds	Cost estimate \$4,328,000 - School to pay \$1.5M
Roadway Project Improvements	NW 70th - Demolition of Bowman property and retaining wall	2016-2017	450,000	G. O. Bonds	
Roadway Project Improvements	54th & 100th Intersection	2016-2017	\$ 400,000	TIF #5	Polk County has dropped out of the project. Grimes, Urbandale, and Johnston are continuing.
Storm Drainage Improvements	Merle Hay East Impr. - Phase 2 Construction 60TH West	2016-2017	295,800	Storm Water Utility	
Storm Drainage Improvements	Orchard Meadows # 1 - Ridge Crest Drive	2016-2017	\$ 86,700	Storm Water Utility	
Storm Drainage Improvements	Trace Court Outlet under Bike Trail	2016-2017	\$ 96,900	Storm Water Utility	
Storm Drainage Improvements	Green Meadows West Channel Repair GWH Phase 2 & 3 Design	2016-2017	\$ 306,000	Storm Water Utility	Design in 16-17 and Construction in 17-18/ Permit cannot go past 17-18
Water Improvements	NW Beaver Drive Booster Station replacement	2016-2017	\$ 950,000	G.O. Debt paid with water revenue - SRF	Water Rate Study Impact & DMWW Impact Fall 2016 Borrowing
Water Improvements	NW Beaver Drive Control Valve & Vault reconstruction	2016-2017	\$ 136,500	G.O. Debt paid with water revenue - SRF	Water Rate Study Impact & DMWW Impact Fall 2016 Borrowing
Sanitary Sewer Improvements	Little Beaver Creek Collector - Constr	2016-2017	600,000	Sewer (Other than G.O.)	
Sub-Total 2016-2017			11,152,860		
Library	Replace Library Carpeting	2017-2018	100,000	G. O. Bonds	
Roadway Project Improvements	70th Avenue Reconstruction/Stage 3 - Overlay	2017-2018	\$ 830,000	Cash from Grimes Portion Stage 1 G.O. Bonds possible	T.I.F.
Roadway Project Improvements	70th Avenue Reconstruction/Stage 2 - East Project	2017-2018	\$ 4,810,000	#6 Amended Area	Let Spring 2016 (FY 15-16) and construction 2016-2017
Roadway Project Improvements	Merle Hay East Impr. - Phase 2 - NW 57th Avenue	2017-2018	3,480,000	G. O. Bonds	
Roadway Project Improvements	NW 66th Ave Kempton Bridge Project (Polk Co)	2017-2018	\$ 430,000	G. O. Bonds	Funding committed through an agreement w/Polk County Payment 5 of 6
Roadway Project Improvements	NW Beaver Drive 66- North City Limits Ph 1 (Design)	2017-2018	\$ 350,000	G. O. Bonds	Structural overlay and will be linked to Phase 4 Beaver Drive Trail Construction scheduled in 2016-2017 but previous CIP did not include design of the project
Roadway Project Improvements	54th Avenue Recon/68th - 100th Design	2017-2018	\$ 300,000	G.O. Bonds	
Roadway Project Improvements	54th Avenue Recon/68th - 100th	2017-2018	\$ 3,000,000	G.O. Bonds	Joint Project w/City of Urbandale MOVED FROM 14-15
Park Projects	Terra Lake Phase 4	2017-2018	700,000	G. O. Bonds	
Parks Projects	Trail connectivity N of 62nd near PW Building	2017-2018	\$ 150,000	Park & Trail Impr. Fund 318	Moved from Unscheduled
Park Projects	Dewey Park Playground	2017-2018	\$ 125,000	Park & Trail Impr. Fund 318	
Park Projects - Southwest District	Greenwood Hills Park Development - School age playground	2017-2018	\$ 60,000	Park & Trail Impr. Fund 318	
Park Projects - Crosshaven District	Crosshaven District Park -School age playground	2017-2018	\$ 60,000	Park & Trail Impr. Fund 318	
Parks Projects	Playground Feature @ Johnston Commons DESIGN	2017-2018	50,000	Park & Trail Impr Fund 318	

PROJECTS SORTED BY FISCAL YEAR

2016-2017 through 2020-2021
CAPITAL IMPROVEMENT PLAN
PUBLIC HEARING 12/21/15

Resolution 15-330
Exhibit "A"

PROJECT NAME	PROJECT DESCRIPTION	YEAR	ESTIMATE	FUNDS	
<u>Water Improvements</u>	Merle Hay East Impr. - Phase 2 - NW 57th Avenue	2017-2018	546,000	Water (Other than G.O.) Debt	
<u>Sanitary Sewer Improvements</u>	Merle Hay East Impr. - Phase 2 - NW 57th Avenue	2017-2018	550,000	Sewer (Other than G.O.) Debt	
<u>Storm Drainage Improvements</u>	Merle Hay East Impr. - Phase 2 - NW 57th Avenue	2017-2018	1,665,000	Storm Water(Other than G.O.) Debt	
<u>Storm Drainage Improvements</u>	Beaver Creek Repair Near Augustine	2017-2018	\$ 392,293	Storm Water Utility	Moved from 2019-2020
<u>Storm Drainage Improvements</u>	Green Meadows West Channel Repair GWH Phase 2 & 3	2017-2018	\$ 2,091,204	Storm Water Utility	Design in 16-17 and Construction in 17-18
<u>Water Improvements</u>	100th Tower repainting Exterior	2017-2018	312,000	Water Utility	
<u>Water Improvements</u>	Beaver Standpipe repainting	2017-2018	390,000	Water Utility	
<u>Water Improvements</u>	SCADA conversion to fiber - Phase 1	2017-2018	\$ 250,000	Water Utility	
<u>Sanitary Sewer Improvements</u>	SCADA conversion to fiber - Phase 1	2017-2018	\$ 250,000		
	Sub-Total 2017-2018		\$ 20,690,497		
<u>Parks Projects</u>	Adventure Ridge Restroom	2018-2019	\$ 100,000	Park & Trail Impr Fund 318	
<u>Park Projects</u>	NW 86th Street Trail - 62nd to Winsor Pkwy	2018-2019	\$ 400,000	G. O. Bonds	Possibly move out a year
<u>Parks Projects</u>	Additional Bays for Parks Workshop Area	2018-2019	\$ 300,000	G. O. Bonds	
<u>Park Projects</u>	Pioneer Parkway Trail - Design	2018-2019	\$ 50,000	G. O. Bonds	
<u>Roadway Project Improvements</u>	NW 66th Ave Kempton Bridge Project (Polk Co)	2018-2019	\$ 430,000	G. O. Bonds	Funding committed (through an agreement w/Polk County Payment 6 of 6
<u>Roadway Project Improvements</u>	Merle Hay East Impr. - Phase 3 Const	2018-2019	1,808,000	G. O. Bonds	
<u>Sanitary Sewer Improvements</u>	Merle Hay East Impr. - Phase 3 Const (NW 54th Court)	2018-2019	369,100	Sewer Revenue Bonds	
<u>Storm Drainage Improvements</u>	Merle Hay East Impr. - NW 54th Cr. South	2018-2019	856,925	Storm Water Utility	
<u>Water Improvements</u>	Merle Hay East Impr. - Phase 3 Const	2018-2019	\$ 316,400	Water Utility	
<u>Roadway Project Improvements</u>	NW Beaver Drive 66- Phase 1 Construction	2018-2019	\$ 1,900,000	G. O. Bonds	Structural overlay and will be linked to Phase 4 Beaver Drive Trail
<u>Roadway Project Improvements</u>	NW Beaver Drive 66- Phase 2 Design	2018-2019	\$ 650,000	G. O. Bonds	Structural overlay and will be linked to Phase 4 Beaver Drive Trail
<u>Park Projects - Central District</u>	Trail, Library to Middle School - Design in 18-19	2018-2019	\$ 100,000	G. O. Bonds	G.O. Bonds (attempt to get grant funds of \$200,000)
<u>Park Projects</u>	Pioneer Parkway Trail - Design	2018-2019	\$ 50,000	G. O. Bonds	
<u>Water/Sewer Improvements</u>	Additional Bays for Water Workshop Area	2018-2019	\$ 265,000	Water Utility	
<u>Water/Sewer Improvements</u>	Additional Bays for Water Workshop Area	2018-2019	\$ 265,000	Sewer Utility	
	Sub-Total 2018-2019		\$ 7,860,425		
<u>Park Projects</u>	Pioneer Parkway Trail - Construction	2019-2020	\$ 200,000	G. O. Bonds	
<u>Roadway Project Improvements</u>	NW Beaver Drive 66- North City Limits Phase 2 Construction	2019-2020	\$ 2,000,000	G. O. Bonds	Structural overlay and will be linked to Phase 4 Beaver Drive Trail
<u>Roadway Project Improvements</u>	Merle Hay East Impr. - Phase 4B Const	2019-2020	\$ 1,487,000	G. O. Bonds	
<u>Sanitary Sewer Improvements</u>	Merle Hay East Impr. - Phase 4B Const	2019-2020	301,680	Sewer Debt (Other than G.O.)	2018-2019
<u>Water Improvements</u>	Construct 16" Transmission Main - NW 62nd (Beaver Dr. to MHR)	2019-2020	\$ 1,047,000	Water Debt (Other than G.O.)	Revenue Debt
<u>Water Improvements</u>	Merle Hay East Impr. - Phase 4B Const	2019-2020	258,600	Water Debt (Other than G.O.)	
<u>Parks Projects</u>	Splash Pad	2019-2020	\$ 125,000	Park & Trail Impr Fund 318	
<u>Park Projects - Central District</u>	Trail, Library to Middle School - Construction 19-20	2019-2020	\$ 1,000,000	G. O. Bonds	G.O. Bonds (attempt to get grant funds of \$200,000)
<u>Storm Drainage Improvements</u>	Merle Hay East Impr. - East NW 60th Avenue	2019-2020	732,750	Storm Water Utility	2018-2019
<u>Storm Drainage Improvements</u>	North Glenn Stream Improvements	2019-2020	\$ 270,000	Storm Water Utility	
	Sub-Total 2019-2020		\$ 7,422,990		
<u>Fire Department Equipment</u>	Ambulance	2020-2021	\$ 286,000	G. O. Bonds	Moved out from 19-20
<u>Roadway Project Improvements</u>	Merle Hay East Impr. - 4C NW 61st Place & NW 54th Court	2020-2021	1,792,825	G. O. Bonds	

PROJECTS SORTED BY FISCAL YEAR

2016-2017 through 2020-2021
 CAPITAL IMPROVEMENT PLAN
 PUBLIC HEARING 12/21/15

Resolution 15-330
 Exhibit "A"

PROJECT NAME	PROJECT DESCRIPTION	YEAR	ESTIMATE	FUNDS	
Sanitary Sewer Improvements	Merle Hay East Impr. - 4C NW 61st Place & NW 54th Court	2020-2021	271,925	Sewer Debt (Other than G.O.)	2018-2019
Water Improvements	Merle Hay East Impr. - 4C NW 61st Place & NW 54th Court	2020-2021	311,800	Water Debt (Other than G.O.)	2018-2019
Parks Projects	Dog Park	2020-2021	\$ 20,000	Park & Trail Impr Fund 318	
Parks Projects	Ray Schleis Park Playground	2020-2021	\$ 50,000	Park & Trail Impr Fund 318	
Parks Projects	Trail along east side of 88th from 62nd to 54th	2020-2021	\$ 50,000	Park & Trail Impr Fund 318	
Parks Projects	Restroom Update @ Dewey Park	2020-2021	\$ 80,000	Park & Trail Impr Fund 318	
Storm Drainage Improvements	Harbour Oaks # 2 - Harbour Oaks Drive	2020-2021	\$ 99,367	Storm Water Utility	Possibly move out a year
Storm Drainage Improvements	Merle Hay East Impr. - NW 51st Place & NW 54th Court North	2020-2021	853,450	Storm Water Utility	2018-2019
Storm Drainage Improvements	The Harbour # 2 - Longboat Court	2020-2021	\$ 93,847	Storm Water Utility	
Storm Drainage Improvements	The Wilderness	2020-2021	\$ 143,531	Storm Water Utility	
Storm Drainage Improvements	The Forest - Forest Drive	2020-2021	\$ 88,326	Storm Water Utility	
Storm Drainage Improvements	The Forest - 5441 Forest	2020-2021	\$ 138,010	Storm Water Utility	
	Sub-Total 2020-2021		\$ 4,309,061		
	GRAND TOTAL		\$ 51,634,863		

CIP- 2016-2021

Project Description	Year	Estimate	Fund
Crosshaven Playground	16-17	\$160,000	P&T Improvement
NW Beaver Drive Trail	16-17	\$700,000	GO Bonds
Terra Lake- Phase 3	16-17	\$1,452,000	GO Bonds
		\$ 160,000	P&T Improvement Total
Terra Lake- Phase 4	17-18	\$350,000	GO Bonds
Greenwood Hills Playground	17-18	\$150,000	P&T Improvement
Crosshaven- Shelter and B-ball Court	17-18	\$60,000	P&T Improvement
Crown Point Tennis Court Addition	17-18	\$40,000	P&T Improvement
Water Trail Development	17-18	\$50,000	P&T Improvement
Green Meadows Shelter Replacement	17-18	\$30,000	P&T Improvement
Morningside Shelter Replacement	17-18	\$30,000	P&T Improvement
Park Entrance Sign Replacement	17-18	\$20,000	P&T Improvement
Pioneer Parkway Trail Design	17-18	\$50,000	GO Bonds
		\$380,000	P&T Improvement Total
Trail Connectivity Behind Public Works	18-19	\$150,000	GO Bonds
Dewey Park Playground Replacement	18-19	\$150,000	P&T Improvement
Dewey Park Restroom Replacement	18-19	\$150,000	P&T Improvement
Greenwood Hills Shelter	18-19	\$60,000	P&T Improvement
Playground at Johnston Commons	18-19	\$250,000	GO Bonds
Pioneer Parkway Trail Construction	18-19	\$500,000	GO Bonds
Additional Bays for Parks Workshop	18-19	\$300,000	GO Bonds
86th Street Trail Design- 62nd- Windsor	18-19	\$50,000	GO Bonds
		\$360,000	P&T Improvement Total
Adventure Ridge Restroom	19-20	\$150,000	P&T Improvement
Splash Pad- Johnston Commons	19-20	\$125,000	GO Bonds
Additional Amenities at Johnston Commons	19-20	\$250,000	GO Bonds
86th Street Trail Construction- 62nd- Windsor	19-20	\$500,000	GO Bonds
Trail- Library to Middle School- Design	19-20	\$150,000	GO Bonds
86th Street Trail Design- Windsor-54th	19-20	\$50,000	GO Bonds
		\$150,000	P&T Improvement Total
Dog Park- Site to be determined	20-21	\$50,000	P&T Improvement
Ray Schleih's playground	20-21	\$100,000	P&T Improvement
Trail- Library to Middle School- Construction	20-21	\$1,000,000	GO Bonds/Grants
86th Street Trail Construction- Windsor- 54th	20-21	\$500,000	GO Bonds
Docks/Platforms for canoe access- Terra	20-21	\$30,000	P&T Improvement
		\$180,000	P&T Improvement Total

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-21
Johnston City Hall, 6221 Merle Hay Road
October 17, 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. Presentation by the Adjutant General's Office of the Iowa National Guard to the Johnston Police Department.
 - b. DART Forward Survey Results Presentation
7. PUBLIC HEARINGS
8. CONSENT AGENDA
 - a. Consider Minutes of October 3, 2016, Work Session
 - b. Consider Minutes of October 3, 2016, Council Meeting
 - c. Consider the Renewal Application of a Class "B" Liquor License to Include Sunday Sales for Stoney Creek Inn of Des Moines, 5291 NW 84th Street
 - d. Consider Approval the Renewal of a Special Class "C" Beer/Wine License to Include Sunday Sales and Outdoor Service for WineStyles, 8460 Birchwood Court, Suite 500
 - e. Consider Resolution No. 16-215 – Approving Staff Appointments and Establishing Wages
 - f. Consider Approval of Pay Request No. 3 from TK Concrete in the Amount of \$27,932.70 for Work on the Green Meadows Flume Repair Project
 - g. Consider Resolution No. 16-218 – Accepting the Agreement with Foth Infrastructure and Environmental LLC for Wetland Monitoring Services, Construction Administration, Resident Engineering/ Observation and Construction Surveying Associated with the Beaver Creek Natural Resource Area Phase IV Mitigation Project
 - h. Consider Resolution No. 16-223 – Approving Change Order No. 3 for the Addition of Steel Lentels in the Stair Area of the Amphitheater for the Terra Park Project, Phase 3
 - i. Consider the Following Items Related to the Greenwood Hills Mitigation Project, Phase IV:
 1. Consideration of Construction Bids
 2. Consider Resolution No. 16-219 – Making Award of Construction Contract to Rochon Corporation
 3. Consider Resolution No. 16-220 – Approving Construction Contract and Bond with Rochon Corporation
 - j. Consider Resolution No. 16-225 – Approving the Crosshaven North Public Improvement Plans
 - k. Consider Resolution No. 16-226 – Approving and Authorizing a form of Interim Loan and Disbursement Agreement by and Between the City of Johnston, Iowa, and the Iowa Finance Authority, and Authorizing and Providing for the Issuance and Securing the Payment of \$288,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2016, of the City of Johnston, Iowa, Under the Provisions of the Code of Iowa, and Providing for a Method of Payment of Said Notes for the Green Meadows West Central Channel Stabilization Project
 - l. Consider Approval of a Planning Services Agreement with Confluence for an Update of the Merle Hay Road Redevelopment Plan
 - m. Consider Approval of Purchase Order 15-864 with Bob Brown Chevrolet for the Purchase of a 2017 Chevrolet Traverse for the Community Development Department

- n. Consider Resolution No. 16-222 – A Resolution Fixing Date for a Public Hearing on the Proposal to Enter Into a Project Oak Amendment to Beaver Creek Plat 1 Improvements Development Agreement (September 2010) and Research Growth Chambers Building Development Agreement (September 2012) by and Among the City of Johnston and E.I. DuPont de Nemours and Company, and its Wholly-owned Subsidiary Pioneer Hi-Bred International, Inc., and Providing for Publication of Notice Thereof
- o. Consider Resolution No. 16-224 – A Resolution Approving Change Order No. 7 for the Johnston Community Fiber Optic Phase III Project
- p. Consider Resolution No. 16-227 – A Resolution Approving Change Order No. 5 for the NW 100th Street Reconstruction Project
- q. Consider Approval of Pay Request No. 15 to Alliance Construction Group in the Amount of \$266,489.01 for Work Completed as of October 7, 2016, on the NW 70th Avenue Improvements 98th Street to West City Limits
- r. Consider Proposal from MidAmerican Energy for the Installation of Street Lights on the NW 54th Avenue and NW 100th Street Project - \$49,603.73
- s. Consider Approval of State Revolving Fund – Planning and Design Loan Application to Design a Water Booster Station
- t. Consider Approval to Purchase Ten (10) Grinder Tank Systems from Municipal Supply, Inc. - \$47,669
- u. Consider Approval of Pay Request No. 11 to Rognes Corporation in the Amount of \$11,303.61 for Work Completed as of October 6, 2016, on E of Merle Hay Road NW 60th Avenue Improvements Project – Phase 4A
- v. Consider Approval to Purchase a Copier – \$8,795.00
- w. Consider Approval to Purchase Water Meters - \$22,643.73
- x. Receive and file the following reports:
 - 1. Bank Reconciliation Report – September 30, 2016
 - 2. Treasurer’s Investment Report – September 30, 2016
 - 3. Year-to-Date Treasurer’s Report – September 30, 2016
 - 4. Monthly Report Summarization – September 30, 2016
 - 5. Senior Citizens Report – September 30, 2016
 - 6. Street Division Monthly Operations Report – September 2016
 - 7. Water/Wastewater Department Monthly Operations Report – September 2016
 - 8. Year to Date Building Permit Report – September 2016
 - 9. Planning and Zoning Commission Meeting Minutes – October 10, 2016
 - 10. Police Department Monthly Statistics – September 2016
 - 11. Police Investigations Unit Report – September 2016
 - 12. Police Yearly Comparison Report – September 2016

9. NON-CONSENT AGENDA

- a. Consider Resolution No. 16-221 – Establishing Deer Management Zones on Private Properties for the 2016/17 Urban Bow Hunt Program
- b. Consider Third and Final Reading and Adopting and Publishing Ordinance 950 – Approving an Official Zoning Map Amendment for the Simpson Property from A-R Agriculture Reserve District to R-1(75) Single-Family Residential District, C-2 Community Retail Commercial District, PC Professional Commerce Park District, and R-3 Medium Density Multiple Family Residential District
- c. Consider Approval of the Following Items Related to the Subdivision of 57.64 Acres of Land South of Little Beaver Creek and East of NW 96th Court
 - 1. Resolution No. 16-212 – Approving a Development Agreement with Hubbell Realty Company
 - 2. Resolution No. 16-213 – Approving the Final Plat for Crosshaven Plat 7
 - 3. Resolution No. 16-214 – Accepting a Petition and Waiver for Future Improvements to NW 100th Street
- d. Consider Approval of the Following Items Related to Property Located West of NW 100th Street and Approximately 275 Feet South of the Johnston City Limits (PZ Case 16-20)
 - 1. Resolution No. 16-216 – Approving the Preliminary Plat and the Final Plat for Elmerodo Estates Plat 4
 - 2. Resolution No. 16-217 – Accepting a Petition and Waiver for Future Improvements to NW 100th Street
- e. Consider Approval of Claims in the Amount of \$513,740.38

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

November 7, 2016

City Hall

Worksession 6:00 p.m.
Meeting 7:00 p.m.

November 21, 2016

City Hall

Worksession 6:00 p.m.
Meeting 7:00 p.m.

13. ADJOURNMENT

8a

JOHNSTON CITY COUNCIL
Worksession No. 16-19
Johnston City Hall, 6221 Merle Hay Road
October 3, 2016
6:00 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

Present: Clabaugh, Lindeman, Brown, Cope
Absent: Temple
Council Member Clabaugh arrived at 6:07 p.m.

3. CLOSED SESSION

Per Iowa Code §21.5.1 (j): To discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property. The minutes and the tape recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Motion by Lindeman second by Cope to enter into Closed Session.

ROLL CALL: Aye: Brown, Cope, Lindeman

Nay: None

Motion Approved: 3-0

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

The meeting entered into Open Session at 6:15 p.m.

~~4. UPDATE ON 2014 STORMWATER PROJECTS~~

5. SIDEWALK PROGRAM UPDATE

Construction Inspector Matt Greiner provided an update to the Council regarding the sidewalk program. He noted that a further review of the 78 ramps impacted by the Department of Justice letter, revealed that only 29 are deficient. Discussion ensued regarding the funding of the program and necessary improvements. Council members requested clarification in the language. Greiner noted that the plan would be amended and redistributed to the Council members for review.

6. CAPITAL IMPROVEMENTS PLAN (CIP) DISCUSSION

Finance Director Teresa Rotschafer noted that CIP discussions were also being held with the Public Works Ad Hoc Committee.

Parks Director John Schmitz reviewed the proposed Parks projects, including a possible delay in a proposed walkability study. Council members discussed moving forward with the study, and clarifying the name as a multi-modal study. Community Development Director David Wilwerding provided an update on stormwater projects and the impact of SRF funding.

Water/Wastewater Superintendent Shane Kinsey provided information on water system projects, including a NW Beaver Drive booster station and the potential impact for the north/northwest areas. Public Works Director Dave Cubit also participated in the booster station discussion, noting that while he was favoring option 3 as it adds redundancy to the system, he would look forward to Council direction.

The meeting adjourned at 7:06 p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-20
Johnston City Hall, 6221 Merle Hay Road
October 3, 2016
7:00 p.m.

1. CALL TO ORDER

Mayor Dierenfeld called the meeting to order at 7:07 p.m.

2. ROLL CALL

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

3. WELCOME

Mayor Dierenfeld welcomed residents and guests to the meeting.

4. PLEDGE OF ALLEGIANCE

Former City employee Lucas Casey led the meeting in the Pledge

5. AGENDA APPROVAL

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

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

Council Member Cope left the meeting at 7:08 p.m. and returned at 7:10 p.m.
Council Member Brown left the meeting at 7:10 p.m. and returned at 7:11 p.m.

6. PUBLIC COMMUNICATIONS

Proclaiming October, 2016 as Community Planning Month in the City of Johnston, Iowa.
Community Development Director David Wilwerding noted that the proclamation was a way to showcase the value that planning provides to communities.

7. PUBLIC HEARINGS

- a. Consider the following items related to the Greenwood Hills Greenbelt Wetland Mitigation Area, Beaver Creek Natural Resource Area Phase IV project:
 - Resolution 16-206 – Ratifying, confirming, and approving change in deadline for submission of bids, change in date for receipt of bids and posting of notice to bidders;
 - Conduct a Public Hearing on the matter of adoption of Plans, Specifications, form of contract, and estimate of costs;
 - Consider Resolution No. 16-207 – Adopting Plans, Specifications, form of contract, and estimate of costs.

Motion by Clabaugh second by Cope to approve Resolution No. 16-206.

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

The Public Hearing opened at 7:15 p.m.
Parks Director John Schmitz reviewed the need for the ratification resolution and the change of date for awarding bids.
No public comments were received.
The Public Hearing closed at 7:17 p.m.

Motion by Lindeman second by Clabaugh to approve Resolution No. 16-207.

Motion Approved: 4-0

9. NON-CONSENT AGENDA

- a. Consider Second Consideration of Ordinance 950 – Approving An Official Zoning Map Amendment from A-R Agriculture Reserve District to R-1(75) Single-Family Residential District, C-2 Community Retail Commercial District, PC Professional Commerce Park District, and R-3 Medium Density Multiple Family Residential District.
No questions or changes from First Consideration.

Motion by Cope second by Clabaugh to approve Second Consideration of Ordinance No. 950.

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

Motion Approved: 4-0

- b. Consider Resolution No. 16-204 – Approving the Site Plans for 8601 Thomas Avenue (PZ Case 16-27)

Planner Clayton Ender reviewed the proposed plans for a daycare facility. Ender noted that entrance to the lot would be from a right in, right out access on NW 86th Street, and a driveway on Thomas Avenue. Ender noted that the sidewalk constructed by Crescent Chase would be approximately 20-feet short of the sidewalk being constructed at the daycare, but Crescent Chase noted they are willing to resolve the issue. Ender advised that the proposed plan meets architectural requirements and open space requirements.

Ender also reviewed parking requirements, as well as water and stormwater requirements.

Motion by Brown second by Cope to approve Resolution No. 16-204.

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

Motion Approved: 4-0

- c. Consider Resolution No. 16-205 - A Resolution Approving the Site Plans for Dance Vision Located at 8711 Thomas Avenue (PZ Case 16-29)

Senior Planner Aaron Wolfe reviewed the propose plan, noting the specifics for access, parking, water and sewer connections as well as architectural requirements. Wolfe noted that a hydrant would be installed near the building's southeast corner.

Motion by Clabaugh second by Cope to approve Resolution No. 16-205.

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

Motion Approved: 4-0

- d. Consider approval of Claims in the amount of \$1,763,828.77

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

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

Motion Approved: 4-0

10. CITY ADMINISTRATOR/STAFF COMMENTS

City Administrator Jim Sanders noted the great turnout for the Johnston Grimes Metropolitan Fire Department event. He also extended his appreciation to Deputy Chief Ron Schipper and Deputy Chief Mike Gentosi for setting up the event as well as continuing to manage their respective departments while the search for a Fire Chief was underway.

Sanders reminded the audience of the JEDCO Bus Tour and the Healthiest State Walk, as well as City Week, and a meeting of the Foxboro Road Working Group.

Patrick Kueter of Foth Infrastructure provided an update on the NW 70th Avenue and NW 100th Street construction projects and upcoming traffic pattern changes.

Chief of Police Dennis McDaniel advised that the kickoff event for Coffee with a Cop would be held on October 7 at Rich's Brew. He noted that the event would be held at a different venue on the first Friday morning of each month, and will allow residents an opportunity to discuss topics of interest to them and allow interaction with officers outside of the typical enforcement situation.

11. CITY COUNCIL COMMENTS

Council Member Brown thanked staff for their help with the Wilkie plat.

Mayor Dierenfeld noted the great turn out at the Fire Department event where firefighters, Lieutenants, and the new Chief were all sworn in. She commented on how impressive it was to look out and see the department in their uniforms.

12. UPCOMING MEETINGS

October 17, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
November 7, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT

The meeting adjourned at 7:40 p.m.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016
Meeting

<p>SUBJECT: Consider the renewal application of a Class "B" Liquor License to Include Sunday Sales for Stoney Creek Inn of Des Moines, 5291 NW 84th Street</p>	<p>ACTION REQUIRED:</p> <ul style="list-style-type: none"><input type="checkbox"/> Ordinance<input type="checkbox"/> Resolution<input checked="" type="checkbox"/> Approval<input type="checkbox"/> Receive/File<input type="checkbox"/> Attorney Review
--	---

SYNOPSIS:

Stoney Creek Inn, 5291 NW 84th Street has requested approval of the following renewal application:

- Class "B" Liquor License for Hotel/Motel - Allows on premises consumption of liquor, wine, beer and carryout beer
- Sunday Sales

The applicant has submitted the appropriate application 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 the Building Official.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve application as presented.



LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: STONE CREEK Inn

New Existing

Address: 5291 NW 84th St.

Applicant Name: SCI Des Moines, LLC

Date Application Received: 10/7/16

Council Deadline Date: 10/12/16

Liquor License Privileges

License Class: B - Hotel/Motel
B - Native Wine

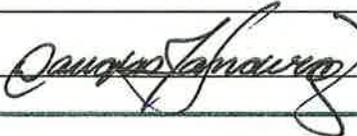
Outdoor Service
Sunday Sales

Building Official Review

Date to Building Official: _____ Inspection Date: 10/12/16

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

Reason for Fail: _____

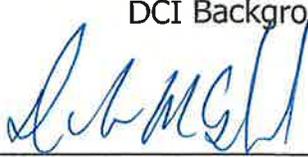
Building Official Signature: 

Police Department Review

Date to Police Department: 10/10/16

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 (LB0001876)

Name of Applicant:	<u>SCI Des Moines, LLC</u>		
Name of Business (DBA):	<u>Stoney Creek Inn of Des Moines</u>		
Address of Premises:	<u>5291 NW 84th St</u>		
City	<u>Johnston</u>	County:	<u>Polk</u> Zip: <u>50131</u>
Business	<u>(515) 334-9000</u>		
Mailing	<u>5291 NW 84th St</u>		
City	<u>Johnston</u>	State	<u>IA</u> Zip: <u>50131</u>

Contact Person

Name	<u>Ashley Nelson</u>		
Phone:	<u>(641) 424-5241</u>	Email	<u>ashley.nelson@staysch.com</u>

Classification Class B Liquor License (LB) (Hotel/Motel)

Term: 12 months

Effective Date: 11/01/2016

Expiration Date: 10/31/2017

Privileges:

Class B Liquor License (LB) (Hotel/Motel)

Class B Native Wine Permit

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>357882</u>	Federal Employer ID	<u>26-2010156</u>

Ownership

Multiple members, 10% each (see attached list)

First Name: Multiple members, **Last Name:** 10% each (see attached list)

City: **State:** Please Select **Zip:** 55555

Position: Owner

% of Ownership: 67.00% **U.S. Citizen:** No

James Thompson

First Name: James **Last Name:** Thompson

City: Mason City **State:** Iowa **Zip:** 50402

Position: Owner

% of Ownership: 33.00% **U.S. Citizen:** No

Insurance Company Information

Insurance Company:	<u>Scottsdale Insurance Company</u>
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Insurance Company: Scottdale Insurance Company

Policy Effective Date: 11/01/2016

Policy Expiration 11/01/2017

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

October 17, 2016 Meeting

SUBJECT: Consider approval the renewal of a Special Class "C" Beer/Wine License to Include Sunday Sales and outdoor service for WineStyles, 8460 Birchwood Court, Suite 500.

ACTION REQUIRED:

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

SYNOPSIS:

GNA Wines, LLC, DBA WineStyles has requested renewal of their liquor license application.

- Special Class "C" Beer/Wine Liquor License - Allows commercial establishments to sell wine, beer and wine coolers for on premises consumption. Also allows carry-out sales of beer and wine coolers in original unopened containers.
- Sunday Sales
- Outdoor Service

The applicants, Allan and Gina Graham, have submitted the appropriate application, Dram Shop and have paid the fees required by the State.

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

FISCAL IMPACT:

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

RECOMMENDATION:

Approve application as presented.



LIQUOR LICENSE APPLICATION INSPECTION

Establishment Name: WineStyles

New Existing

Address: 8460 Birchwood Ct #500

Applicant Name: GNA WINES, LLC

Date Application Received: 10/7/16

Council Deadline Date: 10/12/16

Liquor License Privileges

License Class: Class B wine
Special Class C

Outdoor Service
Sunday Sales

Building Official Review

Date to Building Official: _____ Inspection Date: 10/12/16

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

Reason for Fail: _____

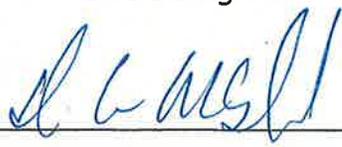
Building Official Signature: 

Police Department Review

Date to Police Department: 10/10/16

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 (BW0093320)

Name of Applicant: <u>GNA Wines, LLC</u>		
Name of Business (DBA): <u>WineStyles</u>		
Address of Premises: <u>8460 Birchwood Court, Suite 500</u>		
City <u>Johnston</u>	County: <u>Polk</u>	Zip: <u>50131</u>
Business	<u>(515) 334-9463</u>	
Mailing	<u>8460 Birchwood Court, Suite 500</u>	
City <u>Johnston</u>	State <u>IA</u>	Zip: <u>50131</u>

Contact Person

Name <u>Gina Graham</u>			
Phone: <u>(515) 250-6927</u>	Email	<u>agraham@winestyles.net</u>	

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 11/17/2016

Expiration Date: 11/16/2017

Privileges:

- Class B Wine Permit
- Outdoor Service
- Special Class C Liquor License (BW) (Beer/Wine)
- Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>379542</u>	Federal Employer ID <u>26-4762355</u>

Ownership

Allan Graham

First Name: Allan **Last Name:** Graham
City: Urbandale **State:** Iowa **Zip:** 50323
Position: President
% of Ownership: 50.00% **U.S. Citizen:** Yes

Gina Graham

First Name: Gina **Last Name:** Graham
City: Urbandale **State:** Iowa **Zip:** 50323
Position: Secretary and Treasurer
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Selective Insurance Co. of the South East

Policy Effective Date: 11/17/2016

Policy Expiration 11/17/2017

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Consider Resolution No. 16-215 – Approving Staff Appointments and Establishing Wages.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
--	--

SYNOPSIS:

The following staff appointments are being considered:

Fire Department

Adam Hoffman – Firefighter/Paramedic. Increase pay from \$16.09 per hour to \$17.04 per hour following receipt of Paramedic certificate on September 30, 2016. Effective October 18, 2016.

Finance/HR

Kathy Barger – Accounting Clerk/Payroll. \$50,000 annual salary. Effective October 18, 2016

FISCAL IMPACT:

Funds have been budgeted within the respective departments.

RECOMMENDATION:

Approve Resolution No. 16-215.

RESOLUTION NO. 16-215

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:

Fire Department

Adam Hoffman – Firefighter/Paramedic. Increase pay from \$16.09 per hour to \$17.04 per hour following receipt of Paramedic certificate on September 30, 2016. Effective October 18, 2016.

Finance/HR

Kathy Barger – Accounting Clerk/Payroll. \$50,000 annual salary. Effective October 18, 2016.

Passed and approved this 17th day of October, 2016.

Paula S. Dierenfeld, Mayor

ATTEST:

Cyndee D. Rhames, City Clerk

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



OFFICE OF THE CITY ADMINISTRATOR
 Johnston, Iowa
 AGENDA COMMUNICATION
 October 17th, 2016 Meeting

SUBJECT: Approval of Pay Request number 3 to TK Concrete in the amount of \$27,932.70 for work on the Green Meadows Flume Repair Project.

ACTION REQUIRED:
 Ordinance
 Resolution
 Approval
 Receive/File
 Attorney Review

SYNOPSIS:

This invoice is for Pay Request number 3 for work done on the Green Meadows Flume Repair project. Work includes special subgrade preparation for recreational trail/sidewalk path; removal of sidewalk/recreational trail path; erosion Stone and mobilization work.

FISCAL IMPACT

Funds are available in the Flume Repair Line:
 342.5.770.64170

RECOMMENDATION:

Staff is recommending approval of this payment of Pay Request number 2 to TK Concrete.

Motion by _____, seconded by _____, to approve Pay Request number 3 in the amount of \$27,932.70 to TK Concrete for work performed for the Green Meadows Flume Project.

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

TK CONCRETE INC.

PELLA, IA 50219

641-628-4590

Invoice

DATE	INVOICE #
9/26/2016	8818

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

DUE DATE	P.O. NO.	TERMS	PROJECT
9/26/2016		30 Day Progress Payme...	Flume Repair & Wat...

ITEM	DESCRIPTION	RATE	QTY	AMOUNT
	Pay App #3 Work From 8/27-9/26/2016			
Mobilization	Mobilization LS	47,500.00	0.125	5,937.50
Removal	Removal of Sidewalk/Recreational Trail SY	15.00	247.2	3,708.00
5.0 - 5" Sidewalks/...	Sidewalk/Recreational Trail Path, PCC, 5 IN. SY	50.00	247.2	12,360.00
Subgrade Prep	Special Subgrade Preperation For Recreational Trail SY	6.00	247.2	1,483.20
Traffic Control - TK	Traffic Control LS	4,000.00	0.25	1,000.00
	ALTERNATE 1:			0.00
Detectable Warning	Detectable Warning SF	37.50	32	1,200.00
Subgrade Prep	Special Subgrade Preparation For Recreational Trail SY	10.00	24.9	249.00
5" PCC	Recreational Trail, PCC, 5" SY	50.00	24.9	1,245.00
Sign Remvoal & In...	Remove and Relocate Sign Pedistal EA	1,500.00	0.5	750.00
	ALTERNATE 3:			0.00
	ALTERNATE 4:			0.00
	ALTERNATE 5:			0.00

	Total	\$27,932.70
	Balance Due	\$27,932.70



ITEM NO. 89

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

October 17th, 2016 Meeting

SUBJECT: Consider Resolution 16-218 accepting the agreement with Foth Infrastructure and Environmental LLC for wetland monitoring services, construction administration, resident engineering/observation and construction surveying associated with the Beaver Creek Natural Resource Area Phase IV mitigation project.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:	Wetland mitigation has been occurring for the past several years associated with a variety of projects. Eva Moritz with Foth has been involved from the start on all of our mitigation projects and would be the lead on phase IV monitoring of the mitigation project. Foth will also be responsible for the construction administration, engineering observation and the surveying related to this construction project.
FISCAL IMPACT:	The agreement is not to exceed \$79,300.
RECOMMENDATION:	Approval

Motion by _____, seconded by _____, to approve

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

RESOLUTION NO. 16-218

A RESOLUTION ACCEPTING THE AGREEMENT WITH FOTH INFRASTRUCTURE AND ENVIRONMENTAL FOR WETLAND MONITORING SERVICES ASSOCIATED WITH THE BEAVER CREEK NATURAL RESOURCE AREA PHASE IV PROJECT.

WHEREAS, The Greenwood Hills Greenbelt project must be mitigated for the loss of tree cover in a wetland area; and

WHEREAS, Foth Infrastructure and Environmental LLC has the experience overseeing the construction and monitoring of the other wetland mitigation sites in the natural resource area; and

WHEREAS, Foth has the ability to provide this service and continuity with its current leadership; therefore

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

The Agreement with Foth Infrastructure and Environmental be

PASSED AND APPROVED this 17th day of October, 2016

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Greenwood Hills Greenbelt Phase IV Wetland Mitigation Area
Beaver Creek Natural Resource Area (BCNRA)
Construction Period Services and
First Year Annual Monitoring

Johnston City Project No. _____

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

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

CONSTRUCTION SERVICES FOR THE GREENWOOD HILLS GREENBELT PHASE IV WETLAND MITIGATION AREA WITHIN BCNRA IN JOHNSTON, IOWA.

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	NA
II. Construction Period Services	
a. Construction Administration	\$14,200
b. Resident Engineering/Observation	\$17,200
c. Construction Survey	\$36,100
d. First Year Annual Monitoring	<u>\$11,800</u>
	\$79,300

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

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

4. INSURANCE

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

5. NOTICE

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

FOR THE CITY:

Name: City of JOHNSTON
Attn: John Schmitz, Parks Director
Address: 6400 NW Beaver Dr., P.O. Box 410
City, State: JOHNSTON, IA 50131-0410

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment
Attn: Patrick P. Kueter, P.E.
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

CITY OF JOHNSTON

BY:  _____

BY: _____

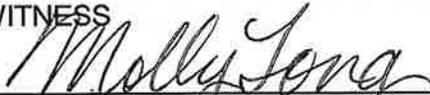
Name: Patrick P. Kueter

Paula Dierenfeld, Mayor

Title: Director

WITNESS

ATTEST

 _____

Name: Molly Long, P.E.

Name: _____

Title: Lead Civil Engineer

Title: _____

ATTACHMENT 1

SCOPE OF SERVICES

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

The project consists of construction period services and the first year of annual monitoring for Phase I of the Greenwood Hills Greenbelt stream improvements and for the Phase IV Wetland Mitigation Site at BCNRA. The services are needed to meet the requirements of the U.S. Army Corps of Engineers (USACE) Section 404 Permit and Iowa Department of Natural Resources (IDNR) 401 Water Quality Certification. This scope of services is based on the following project assumptions:

- Wetland and Waters of the United States (WUS) delineations completed under prior agreement.
- Wetland mitigation design completed under prior agreement.
- As-built Reporting will be completed under prior agreement
- No right-of-way acquisition services are included as part of this scope of services.
- The project will have one letting and be constructed in the year 2016/2017.

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

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

Not applicable.

II. **CONSTRUCTION PERIOD SERVICES**

The work tasks to be performed or coordinated by the Consultant during the Construction Period Services shall include the following:

PHASE 71 - CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after each Phase award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 - Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and

quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 – Pay Requests and Change Order Preparation

The Consultant shall prepare contractor pay requests and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 6 - Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

For Construction Administration budget purposes, it is assumed that the construction period will be as follows:

Three (3) months in year 2016/2017 and that one part-time staff member of the Consultant will be available for the construction administration services. The above construction period estimate includes a maximum of 120 hours of construction administration. In the event the construction period exceeds the contract working day or unanticipated conditions require construction administration in excess of 120 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

PHASE 72 - RESIDENT ENGINEERING/OBSERVATION (PART-TIME)

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under Task 71- Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Prepare written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project.

For Resident Engineering/Observation budget purposes, it is assumed that the construction period will be as follows:

Three (3) months in year 2016/2017 and that one full-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 160 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 160 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

PHASE 73 – CONSTRUCTION SURVEY

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project. Reset land corners and permanent reference markers as indicated on the plans. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

This task does not include resetting all property corners disturbed by construction.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Task 3 - Grading

Slope Stakes at 50 foot intervals for excavation work. Interpolations may be necessary to match existing cross sections. Slope stakes shall be set at the toe of the foreslope, and/or the top of the backslope. Slope stakes shall be marked with a flat and lath. The flat shall be clearly marked with the station location, distance, slope, and cut/fill information. Reset land corners and permanent reference markers as indicated on the plans.

Finish grade stakes (blue tops) are not anticipated as part of this project.

Task 4 –Mitigation As-Built

As-built survey of BCNRA will include cross-sections, tree planting locations, site boundaries, photo points, and other pertinent data. Fence posts will be placed at the mitigation site boundaries.

As-built survey of Greenwood Hills Phase I will include photo points, five cross-section locations, buffer planting locations, riffle locations and additional work completed. Fees are based on surveying Phase 1 improvements from Long Meadow Drive to NW 86th Street.

Prepare plat documents for both BCNRA and Greenwood Hills Phase I to be used for filling of the deed restriction documents.

The above tasks qualified personnel, equipment and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

PHASE 35 – USACE ANNUAL MONITORING

Annual monitoring shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

The Section 404 Permit required that the wetland mitigation area at BCNRA be monitored for 10 years and that the three phases of WUS mitigation at Greenwood Hills be monitored for five year each.

Based on the permit requirement and monitoring format, the following services will be performed:

Wetland Mitigation Site at BCNRA

- Twice-annual site visits in the spring and summer to evaluate hydrology, vegetation and soils
- Delineation of wetland acreages, including emergent/wet meadow boundaries
- Photographs of hydrology and development of vegetation
- Vegetative cover map indicating dominant species in each area and assessment of wetland hydrology
- Summary of tree mortality
- Annual wetland delineation map showing the wetland boundaries in relation to the proposed wetland boundaries

Stream Mitigation Site at Greenwood Hills

- Assessment of the Greenwood Hills Phase I stream mitigation site using the Natural Resource Conversation Service Stream Visual Assessment Protocol (SVAP) method. The SVAP assessment will include an evaluation of channel conditions, hydrologic alterations, riparian zone, bank stability, water appearance, nutrient enrichment, barriers to fish movement, in-stream fish cover, pools, invertebrate habitat, suspect causes of observed problems, and recommendation, if any.
- Establish five cross section locations to use for comparison during the subsequent annual monitoring events.
- Survey the five cross-section locations once annually to compare to the baseline cross sections.
- Compare the cross sections to the baseline and previous annual cross sections, if any, to evaluate whether the channel is aggrading or degrading or migrating laterally.
- Photograph the cross section locations.

Report

- Mitigation site description and summary of mitigation design objectives
- Evaluation of permit requirements
- Recommendations for remedial actions
- The monitoring reports will follow the USACE's Standard Mitigation Reporting Form and will include a summary of the SVAP and photos of the mitigation sites.

ADDITIONAL SERVICES:

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

- 1.) Design Period Services
- 2.) Real Estate Acquisition Services
- 3.) Environmental Documentation CE/EA/EIS
- 4.) Wetland Mitigation Plans
- 5.) Cultural Resource Survey
- 6.) Structural/Retaining Wall Design
- 7.) Subsurface Utility Investigations
- 8.) Construction Period Testing Services
- 9.) Corrective action required at the mitigation sites

ATTACHMENT 3 SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C 2015 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION HOURLY RATE

Project Director	\$177.00
Project Manager	\$146.00-\$172.00
Project Scientist	\$156.00
Project Advisor	\$157.00
Lead Engineer	\$157.00
Project Engineer	\$121.00-\$147.00
Staff Engineer	\$102.00-\$120.00
Lead Technician	\$121.00
Engineering Technician	\$94.00-\$114.00
CAD Technician	\$82.00
Construction Manager	\$139.00
Lead Field Technician	\$114.00
Field Technician	\$66.00-\$100.00
Land Surveyor	\$123.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2015. Rates subject to change annually on January 1.



ITEM NO. 8h

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

October 17th, 2016 Meeting

<p>SUBJECT: Consider Resolution 16-223 approving change order #3 for the addition of steel lentels in the stair area of the amphitheater for the Terra Park Project, phase 3.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
--	---

SYNOPSIS:

A section near the stairways at the amphitheater does not have adequate protection from the weather and other potential abuses. Adding the steel lentels would give extra support in these unprotected areas. The proposed cost of this is \$1,709 which includes the lentels, epoxy and althread and labor.

FISCAL IMPACT:

Estimated Cost Not to exceed \$1,709

RECOMMENDATION:

Approve Resolution 16-223

RESOLUTION NO. 16-223

A RESOLUTION APPROVING CHANGE ORDER #3 FOR THE ADDITION OF STEEL LENTALS TO THE AMPHITHEATER STAIR AREA FOR THE TERRA PARK PROJECT, PHASE 3.

WHEREAS, steel lental would add needed protection to the stair area at the amphitheater; and

WHEREAS, this work falls outside of the original construction design and bid documents; therefore

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

Change order #3 for the addition of steel lentels to the stairs at the amphitheater for the Terra Park Project phase 3 in the amount not to exceed \$1,709 be

PASSED AND APPROVED this 17th day of October, 2016

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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



Rochon Corporation of Iowa

3401 106th Circle
Urbandale, IA 50322
Phone: 515-278-9446
Fax: 515-278-9767

PROPOSAL REQUEST: 3

ATTN: Tim West

PROJECT: Terra Lake Phase 3

TO: Snyder & Associates
2727 SW Snyder Blvd
Ankeny, IA 50023

FAX:

DATE: 10/11/16

FROM: Joseph Goodman

PAGES: 1

The following pricing is based on: Adding steel lental at Amphitheater stair returns

Added Labor Cost	\$	600.00
Steel Lentels	\$	820.40
Epoxy and Althread	\$	110.00

OH&P (10%)	\$	153
Bond and Insurance (1.5%)	\$	25
TOTAL:	\$	1,709

Attachments:

The Contract Sum will be increased by this change in the amount of	\$	1,709
The Contract Time will be increased by		0 Days



ITEM NO. 8i

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17th, 2016 Meeting

<p>SUBJECT: Consider the following items related to the Greenwood Hills Mitigation Project, phase IV:</p> <ul style="list-style-type: none"> • Consideration of Construction Bids • Resolution 16-219 Making Award of Construction Contract to Rochon Corporation. • Resolution 16-220 Approving Construction Contract and Bond with Rochon Corporation 	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
---	---

SYNOPSIS:

Phase IV Mitigation of the Beaver Creek Natural Resource area is associated with the Greenwood Hills Project as well as some related to NW 70th. The scope of the project is to excavate the site, provide revetment, and provide a mixture of seedings (native mixes) appropriate to the site. It also includes the planting and protecting 375 trees and also an overall storm water pollution prevention plan (SWPPP).

The bid opening for the project was held on Tuesday, October 4th at 2 p.m. Five bidders responded to the request with the apparent low bid coming in from Rochon Corporation at \$246,509.

The engineer's opinion of cost was \$275,330. Thus the low bid was approximately 10% lower than that opinion.

Representatives from Foth Infrastructure and Environmental have reviewed the bids and recommend awarding the contract to Rochon Corporation. The City has had experience with Rochon as they are currently working on the Terra Lake project, Phase 3.

FISCAL IMPACT:

\$246,509

RECOMMENDATION:

Approval

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Johnston, State of Iowa.
Date of Meeting: October 17, 2016.
Time of Meeting: 7:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

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

Construction of the Greenwood Hills Greenbelt Wetland Mitigation.

- Consideration of construction bids.
- Resolution making award of construction contract.

16-219

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

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

City Clerk, City of Johnston, State of Iowa

October 17, 2016

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

Absent: _____

* * * * *

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on October 4, 2016, at 2:00 o'clock P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Greenwood Hills Greenbelt Wetland Mitigation, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE GREENWOOD HILLS GREENBELT WETLAND MITIGATION", and moved:

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

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE GREENWOOD HILLS GREENBELT
WETLAND MITIGATION

16-219

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Greenwood Hills Greenbelt Wetland Mitigation, described in the plans and specifications heretofore adopted by this Council on October 3, 2016, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Rocheon Corporation of Urbandale
Amount of bid: \$246,509
Portion of project: All construction work

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

PASSED AND APPROVED this 17th day of October, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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

City Clerk, City of Johnston, State of Iowa

(SEAL)

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Johnston, State of Iowa.
Date of Meeting: October 17, 2016.
Time of Meeting: 7:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

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

Construction of the Greenwood Hills Greenbelt Wetland Mitigation.

- Resolution approving construction contract and bond. *16-220*

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

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

City Clerk, City of Johnston, Iowa

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE GREENWOOD HILLS GREENBELT WETLAND MITIGATION", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE GREENWOOD HILLS GREENBELT
WETLAND MITIGATION

16-220

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Greenwood Hills Greenbelt Wetland Mitigation, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Rochon Corporation of Urbandale

Amount of bid: \$246,509

Bond surety: \$246,509

Date of bond: October 17, 2016

Portion of project: All construction work

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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

City Clerk, City of Johnston, State of Iowa

(SEAL)



Foth Infrastructure & Environment, LLC
 8121 Birchwood Court, Suite L - Johnson, Iowa 50131-3291
 Phone: (515) 254-1323 • Fax: (515) 254-1642

Tabulation of Bids
 City of Johnston
 GREENWOOD HILLS GREENBELT WETLAND MITIGATION AREA
 BEAVER CREEK NATURAL RESOURCE AREA PHASE IV
 Johnston, Iowa - 2016



Bid Date: Tuesday, October 04, 2016 at 2:00 pm				Engineer's Opinion of Cost		Rochon Corp. Urbandale, IA		Spring Lake Construction Polk City, IA		McAninch Des Moines, IA		RW Excavating & Dozing Prairie City, IA		Corell West Des Moines, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	CLEARING AND GRUBBING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,200.00	\$ 9,200.00	\$ 17,000.00	\$ 17,000.00	\$ 10,200.00	\$ 10,200.00	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00
2	EXCAVATION, CLASS 10	CY	12,130	\$ 6.00	\$ 72,780.00	\$ 6.30	\$ 76,419.00	\$ 7.00	\$ 84,910.00	\$ 7.25	\$ 87,942.50	\$ 7.00	\$ 84,910.00	\$ 10.00	\$ 121,300.00
3	CLASS E REVETMENT	TON	425	\$ 80.00	\$ 34,000.00	\$ 65.00	\$ 27,625.00	\$ 65.00	\$ 27,625.00	\$ 55.00	\$ 23,375.00	\$ 60.00	\$ 25,500.00	\$ 67.00	\$ 28,475.00
4	SEEDING - BUFFER SEED MIX	ACRE	1.6	\$ 2,000.00	\$ 3,200.00	\$ 2,200.00	\$ 3,520.00	\$ 3,000.00	\$ 4,800.00	\$ 3,010.00	\$ 4,816.00	\$ 3,000.00	\$ 4,800.00	\$ 3,055.00	\$ 4,952.00
5	SEEDING - EMERGENT SEED MIX	ACRE	1.2	\$ 7,500.00	\$ 9,000.00	\$ 4,000.00	\$ 4,800.00	\$ 6,000.00	\$ 7,200.00	\$ 5,360.00	\$ 6,432.00	\$ 5,500.00	\$ 6,600.00	\$ 5,510.00	\$ 6,612.00
6	SEEDING - WET MEADOW MIX	ACRE	7.6	\$ 3,000.00	\$ 22,800.00	\$ 2,000.00	\$ 15,200.00	\$ 2,200.00	\$ 16,720.00	\$ 2,550.00	\$ 19,380.00	\$ 2,500.00	\$ 19,000.00	\$ 2,615.00	\$ 19,674.00
7	SEEDING - RURAL TEMPORARY MIX	ACRE	11.8	\$ 1,000.00	\$ 11,800.00	\$ 900.00	\$ 10,620.00	\$ 1,000.00	\$ 11,800.00	\$ 1,180.00	\$ 13,924.00	\$ 1,500.00	\$ 17,700.00	\$ 1,205.00	\$ 14,219.00
8	TREES, FURNISHED AND INSTALLED (With Warranty)	EA	375	\$ 200.00	\$ 75,000.00	\$ 230.00	\$ 86,250.00	\$ 240.00	\$ 90,000.00	\$ 275.50	\$ 103,312.50	\$ 270.00	\$ 101,250.00	\$ 283.00	\$ 106,125.00
9	TREE PROTECTION (Wire Mesh Guard)	EA	375	\$ 50.00	\$ 18,750.00	\$ 17.00	\$ 6,375.00	\$ 20.00	\$ 7,500.00	\$ 20.40	\$ 7,650.00	\$ 25.00	\$ 9,375.00	\$ 21.00	\$ 7,875.00
10	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,080.00	\$ 4,080.00	\$ 4,000.00	\$ 4,000.00	\$ 4,201.00	\$ 4,200.00
11	SILT FENCE, INSTALLATION	LF	2,000	\$ 3.00	\$ 6,000.00	\$ 1.50	\$ 3,000.00	\$ 2.00	\$ 4,000.00	\$ 1.55	\$ 3,100.00	\$ 1.75	\$ 3,500.00	\$ 1.60	\$ 3,200.00
12	SILT FENCE, REMOVAL	LF	2,000	\$ 2.00	\$ 4,000.00	\$ 0.50	\$ 1,000.00	\$ 0.20	\$ 400.00	\$ 0.20	\$ 400.00	\$ 0.50	\$ 1,000.00	\$ 0.20	\$ 400.00
SUBTOTAL					\$ 275,330.00										
CONTINGENCY															
TOTAL BASE BID (Items 1 to 12)					\$ 275,330.00		\$ 246,509.00		\$ 275,455.00		\$ 284,612.00		\$ 287,635.00		\$ 336,232.00
Bid Bond							YES		YES		YES		YES		YES
Corrected															

I hereby certify that this is a true and correct tabulation of bids received on October 4, 2016 for the GREENWOOD HILLS GREENBELT WETLAND MITIGATION AREA, Johnston, Iowa - 2016.

[Signature] 10/4/16
 Eva Moritz, P.E. License No. 15304 Date

CONTRACT

CONTRACT NO. _____
DATE _____

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

WITNESSETH:

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

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

- A. Notice To Bidders and Notice of Public Hearing**
- B. Instructions to Bidders**
- C. Proposal**
- D. Bid Bond**
- E. Contract**
- F. Performance, Payment, and Maintenance Bond**
- G. Regulations of the Contract**
- H. Supplemental Regulations**
- I. Special Conditions**
- J. Detailed Specifications**
- K. Plans Numbered 1 through 10.**
- L. Standard Drawings**
- M. Addenda Number 1 through 1.**
- N. Change Orders Number _____.**
- O. Notice to Proceed**

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

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

**Greenwood Hills Greenbelt Wetland Mitigation
Terra Park
Project No. 13J019.01**

Construction of the Greenwood Hills Greenbelt Wetland Mitigation Terra Park including all materials, labor and equipment necessary for the installation of approximately: **12,130 CY of excavation, 11.8 AC of seeding, 375 EA tree planting**

The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of Two Hundred Forty-Six Thousand Five Hundred and Nine & 00/100 Dollars (\$246,509.00) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the City and to fully complete the project by June 30, 2017; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred Fifty Dollars (\$750) for each calendar day thereafter thatthe work remains incomplete.

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

OWNER

CONTRACTOR

By _____

Rochon Corporation of Iowa
Contractor

(Seal)
ATTEST:

By Matt Steiner
Signature

Vice President
Title

FORM APPROVED BY:

3401 106th Circle
Street Address

Attorney for Owner

Urbandale, IA 50322
City, State, Zip Code

515-278-9446
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C.D87984 - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

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

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

Project Name: Greenwood Hills Greenbelt Wetland Mitigation

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

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

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

**SUPPLEMENTAL SPECIFICATION FOR
JOHNSTON, IOWA
IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS
FOR PUBLIC IMPROVEMENTS
2014 EDITION**

April 7, 2014

Effective April 7, 2014 the City of Johnston hereby adopts as its official standard specification the Iowa Statewide Urban Standard Specifications for Public Improvements 2014 Edition. The 2014 edition shall be applicable for all projects approved by the City of Johnston from and after this date. The 2014 edition shall remain the adopted Standard Specification for the City of Johnston until subsequent action by the City. Issuance of a subsequent edition of the Statewide Urban Standard Specifications shall not affect the effective edition for purposes of the City of Johnston. For projects approved prior to the effective date of the 2014 edition, construction shall be in accordance with the applicable edition at the time of approval, or the edition stated in the approved construction documents. Provided, however, any project approved under a prior edition may be constructed in accordance with the 2014 edition.

This Supplemental Specification incorporates the modifications and deletions to the Iowa Statewide Urban Standard Specifications for Public Improvements as adopted by the City of Johnston as its Official Standard Specifications for Public Improvements. The modifications and deletions set forth in this Supplemental Specification take precedence over the provisions of the Iowa Statewide Urban Standard Specifications for Public Improvements, 2014 Edition. This Supplemental Specification supersedes all previous City of Johnston Special Provision and Supplemental Specification.

1. Division 1 - General Provisions and Covenants, Section 1010 - Definitions under Paragraph 1.03 **DEFINITIONS AND TERMS**, delete "**ENGINEER**" in its entirety and insert the following:

"ENGINEER. See Jurisdictional Representative".

2. Division 1 - General Provisions and Covenants, Section 1010 - Definitions under Paragraph 1.03 **DEFINITIONS AND TERMS**, delete "**JURISDICTIONAL ENGINEER**" in its entirety and insert the following:

"JURISDICTIONAL ENGINEER. See Jurisdictional Representative".

3. Division 1 - General Provisions and Covenants, Section 1010 - Definition under Paragraph **1.03 DEFINITIONS AND TERMS** following **JURISDICTIONAL ENGINEER** insert the following new definition:

"JURISDICTIONAL REPRESENTATIVE. The Jurisdictional Representative is the authorized representative of the City of Johnston."

4. Delete Division 1 - General Provisions and Covenants, Section 1020 - Proposal Requirements and Conditions in its entirety.
5. Delete Division 1 - General Provisions and Covenants, Section 1030 - Approval for Award and Award of Contract in its entirety.
6. Delete Division 1 - General Provisions and Covenants, Section 1040 - Scope of Work in its entirety.
7. Delete Division 1 - General Provisions and Covenants, Section 1050 - Control of Work in its entirety.
8. Division 1 - General Provisions and Covenants, Section 1070 - Legal Relations and Responsibility to the Public delete entire section except for "**2.06 TRAFFIC CONTROL**", "**2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES**", and "**2.09 LAND MONUMENTS**".
9. Delete Division 1 - General Provisions and Covenants, Section 1080 - Prosecution and Progress in its entirety.
10. Delete Division 1 - General Provisions and Covenants, Section 1090 - Measurement and Payment in its entirety.
11. Division 2 - Earthwork, Section 2010 - Earthwork, Sub-grade, and Sub-base under **PART 3 - EXCAVATION, 3.03 EXCAVATION**, delete Paragraph "**I. Removal or Filling of Pipe Culverts, Pipes and Culverts**" in its entirety and insert the following:

"I. Abandoned culverts, sewers, water mains or other conduits:

- a. Notify Jurisdictional Representative whenever abandoned or apparently abandoned culvert or other conduit is encountered during construction.
- b. Contractor shall be required to undertaken work to remove abandoned culvert or conduit as provided herein.
- c. Abandoned culverts shall be removed in their entirety.
- d. For all other conduits abandonment shall be in the same manner as the type of pipe most similar to the unidentified conduit either as applicable.

- e. With the approval of the Jurisdictional Engineer, a line may be abandoned with flowable mortar or CLSM (comply with Section 3010) by gravity flow or pumping.
 - f. Compensation for the removal of abandoned pipes shall be considered incidental to construction."
12. Division 3 - Trench, Backfill, and Trenchless, Section 3010 - Trench and Backfill, under **PART 1 - TRENCH AND BACKFILL, 1.08 MEASUREMENT AND PAYMENT**, delete Paragraph "B. Rock Excavation:" in its entirety.
13. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 2 - PRODUCTS, 2.01 MATERIALS EXCAVATED FROM A TRENCH** delete Paragraph "B. Rock Excavation." in its entirety and insert the following:
- "B. Rock Excavation: Considered as Standard Trench Excavation."**
14. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 2 - PRODUCTS, 2.02 BEDDING AND BACKFILL MATERIAL, A. Class I Material** in Paragraph 2. delete reference to "gravel".
15. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 2 - PRODUCTS, 2.05 STABILIZATION (FOUNDATION) MATERIALS**, delete Paragraph "B & C". in its entirety and insert the following:
- "B. Jurisdictional Representative may authorize a change in gradation subject to materials available locally at the time of construction. With approval of Jurisdictional Representative, crushed concrete (PCC) may be used if it is substantially the same gradation and durability as crushed stone."**
16. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 3 - EXECUTION, 3.05 PIPE BEDDING AND BACKFILL, A. General** following Paragraph 5., add the following:
- "6. If width of trench exceeds the dimensions shown on Figure 3010.101 and Figure 3010.102, designated as "TW" or "1.25 x OD", for any rigid pipe, increase class of bedding as required to provide sufficient bedding strength. Obtain approval of Jurisdictional Representative for increased bedding class prior to installation. This provision applicable regardless of allowable bury depth as shown on Figure 3010.102.**

17. Division 3 - Trench and Trenchless Construction, Section 3010 - Trench Excavation and Backfill, under **PART 3 - EXECUTION, 3.06 TRENCH COMPACTION TESTING, C. Field Testing:** delete Paragraph "**1. Testing Frequency and Locations:**" in its entirety and insert the following:

- "**1. Testing Frequency and Locations:** Perform testing of final trench backfill beginning at a depth of 2 feet above the top of pipe, as follows:
- a. Coordinate the timing of testing with Jurisdictional Representative.
 - b. Jurisdictional Representative will determine the location of testing.
 - c. For each 2 vertical feet of consolidated fill, provide tests at a maximum horizontal spacing of 200 feet and at all street or trail crossings.
 - d. Additional testing may be required by the jurisdictional Representative in the event of non-compliance, changing conditions, or the determination by the jurisdictional Representative that additional testing is required to document compaction. Additional tests shall be provided at no cost to the Jurisdiction.
 - e. If necessary, excavate to the depth and size as required by the Jurisdictional Representative to allow compaction tests. Place backfill material and re-compact."

18. Division 3 - Trench and Trenchless Construction, Section 3020 – Trenchless Construction, **PART 2 - PRODUCTS, 2.02 – CASING PIPE, B. Joints:** delete Paragraph 2 in its entirety.

19. Division 4 - Sewer and Drains, Section 4010 - Sanitary Sewers, **PART 2 - PRODUCTS, under 2.01 – SANITARY SEWER (Gravity Mains),** delete Paragraph "**A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8"- 15"**", delete Paragraph "**B. Solid Wall Polyvinyl Chloride Pipe (PVC) 18"- 27"**", delete Paragraph "**C. Corrugated Polyvinyl Chloride Pipe(PVC) 8"-36"**", delete Paragraph "**D. Closed Profile Polyvinyl Chloride(PVC) 21"-36"**", delete Paragraph "**H. Vitrified Clay Pipe (VCP) 8"- 42"**" in their entirety.

20. Division 4 – Sewers and Drains, Section 4010 – Sanitary Sewers, under **PART 2 – PRODUCTS, 2.02 SANITARY SEWER FORCE MAINS, B. Polyvinyl Chloride Pipe (PVC)** add the following:

"1. Or equal, as approved by the Jurisdictional Representative."

21. Division 4 – Sewers and Drains, Section 4010 - Sanitary Sewers, **Part - 2 PRODUCTS, 2.02 SANITARY SEWER FORCE MAINS, E. Tracer Wire Station** following paragraph 4., add the following:

"5. Or other as approved by the Jurisdictional Representative."

22. Division 4 - Sewers and Drains, Section 4010 - Sanitary Sewers, under **PART 3 - EXECUTION, 3.02 - GRAVITY SEWER INSTALLATION, A. General** following Paragraph 7. add the following:
- "8. Existing sanitary sewers may not be used for discharge of underground or surface water at any time without prior approval of Jurisdictional Representative."
23. Division 4 - Sewers and Drains, Section 4010 - Sanitary Sewers, under **PART 3 - EXECUTION, 3.08 SANITARY SEWER ABANDONMENT, B. Fill** delete Paragraph 2 in its entirety and substitute the following:
- "2. Fill the line to be abandoned with flowable mortar or CLSM (comply with section 3010) by gravity flow or pumping."
24. Division 4 - Sewers and Drains, Section 4010 - Sanitary Sewers, under **PART 3 - EXECUTION, 3.11 TOLERANCES, A. Gravity Main** delete Paragraph 3 in its entirety and substitute the following:
- "3. Low spots holding water will be considered unacceptable and must be removed and reinstalled to proper grade for sewers designed at 0.8% slope or less, for slopes greater than 0.8% slope refer to the table."
25. Division 4 - Sewers and Drains, Section 4020 - Storm Sewers, under **Part 2 - PRODUCTS, 2.01 STORM SEWERS**, delete Paragraphs **C,D**, and **F-K** in its entirety.
26. Division 4 - Sewers and Drains, Section 4020 - Storm Sewers under **PART 3 - EXECUTION, 3.02 PIPE INSTALLATION, A. General** following Paragraph 7 add the following:
- "8. Jurisdictional Representative may require downstream end of new storm sewers to be plugged prior to final acceptance. If Jurisdictional Representative requires downstream end of storm sewers to be plugged during construction, contractor responsible to provide appropriate facilities to accommodate drainage normally tributary to new storm sewers under construction without adverse consequences to downstream or adjoining property owners.
9. Contractor will be required to provide appropriate facilities to prevent washing of silt and soil into new and existing storm sewers including but not limited to, the installation of silt ponds.

10. Jurisdictional Representative may require installation of appropriate mechanisms for control of silt and soil washing into storm sewers including installation of silt ponds installed by deleting portion of storm sewer during construction, and installation of temporary silt pond at the storm sewer section.
 11. Contractor responsible for cleanup and restoration of any areas disturbed by silt and soil washing into storm sewer sections including, but not limited to, removal of silt and soil from new storm sewers, removal of silt and soil from existing storm sewers, and cleanup of any silt and soil discharge from new or existing storm sewers onto adjoining property, whether public or private.
 12. Provide tracer wire along all storm sewer lines including footing drain sewer collectors where location of storm sewer cannot be determined as a straight tangent between manholes and other visible access points. Tracer wire materials and installation shall be as specified in Division 5- Water Mains and Appurtenances. Final determination of pipes requiring tracer wire shall be by City of Johnston."
27. Division 4 – Sewers and Drains, Section 4020 - under **PART 3 - EXECUTION, 3.05 TOLERANCES**, delete Paragraph 3 in its entirety and substitute the following:
- "3. Low spots holding water will be considered unacceptable and must be removed and reinstalled to proper grade."
28. Division 4 – Sewers and Drains, Section 4020 - under **PART 3 - EXECUTION, 3.07 STORM SEWER ABANDONMENT, B. Fill** delete paragraph 2 in its entirety and add the following:
- "2. Fill the line to be abandoned with flowable mortar or CLSM (comply with Section 3010) by gravity flow or pumping."
29. Division 4 - Sewers and Drains, Section 4020 - Storm Sewers, under **PART 3 - EXECUTION, 3.09 CLEANING, INSPECTION AND TESTING** add the following:
- "3.10 PIPE END SECTIONS**
- Install apron guard on all 15 inch to 54" storm sewers, or on smaller storm sewers where requested by Jurisdictional Representative. Construct as shown on Iowa DOT Standard Road Plan RF-26."
30. Division 4 - Sewers and Drains, Section 4030 - Pipe Culverts, under **PART 2 - PRODUCTS, 2.01 PIPE CULVERTS, B. Entrance Pipe Culvert** delete "4.", "5.", "6.", "7." and "8." in their entirety.

31. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.01 FOOTING DRAIN COLLECTORS, A. Polyvinyl Chloride Pipe and Fittings (Solid Wall PVC)**: following "3." add the following:

"4. Not allowed under street pavement except for required transverse crossings."

32. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.01 FOOTING DRAIN COLLECTORS, B. Corrugated Polyvinyl Chloride Pipe and Fittings (Corrugated PVC)**: following "4." add the following:

"5. Not allowed under street pavement except for required transverse crossings."

33. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.01 FOOTING DRAIN COLLECTORS, C. High Density Polyethylene Pipe and Fittings (HDPE)**: following "2." add the following:

"3. Not allowed under street pavement except for required transverse crossings."

34. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.03 TYPE 2 SUBDRAINS (COMBINATION SUBDRAIN FOOTING DRAIN COLLECTOR), 3. HDPE Pipe**: following "3." add the following:

"4. Not allowed under street pavement except for required transverse crossings."

35. Division 4 - Sewers and Drains, Section 4040 - Subdrains and Footing Drain Collectors, under **PART 2 - PRODUCTS, 2.05 Subdrain Outlet, A. Corrugated Metal Pipe (CMP)**: following "4." add the following:

"5. Use of CMP not allowed under existing or proposed pavement or driveways."

36. Division 4 - Sewers and Drains, Section 4060 - Cleaning, Inspection and Testing of Sewers, under **PART 3 - EXECUTION, 3.03 VIDEO INSPECTION, A. General.**, delete Paragraph "1." in its entirety and substitute the following:

"1. Conduct video inspection of all new and rehabilitated sanitary sewers and storm sewers after all backfill and compaction operations are completed and has been in place for a minimum of 30 days, but prior to any paving over sewers."

37. Division 4 - Sewers and Drains, Section 4060 - Cleaning, Inspection and Testing of Sewers, under **PART 3 - EXECUTION, 3.03 VIDEO INSPECTION, B. Inspection Procedure**, delete paragraph "3." In its entirety and add the following:
- "2. Inspect all lateral connections, lateral lines, and other observations at right angles utilizing the pan and tilt capabilities of the camera."
38. Division 5 - Water Mains and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.01 WATER MAIN**: delete "**C. Prestressed Concrete Cylinder Pipe**" in its entirety.
39. Division 5 - Water Mains and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.02 BOLTS FOR WATER MAIN AND FITTINGS, B. Other Bolts and Nuts**, delete paragraph "2." in its entirety.
40. Division 5 - Water Mains and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.03 FITTINGS**, delete "**B. For Prestressed Concrete Cylinder Pipe:**" in its entirety.
41. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 2 - PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials, Paragraph 1. Copper Pipe**: following "b." add the following:
- "c. Use for water services 2 inches and smaller.
- d. Minimum size: 1 inch.
- e. Use flared end fittings only."
42. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Appurtenances, under **PART 2 - PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials**, under Paragraph "2. DIP", add the following:
- "a. Use for services 4 inches and larger."
43. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Appurtenances, under **PART 2 - PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials**, delete "3.", "4." and "5." in their entirety.
44. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Appurtenances, under **PART 3 - EXECUTION**, delete "**3.04 ADDITIONAL REQUIREMENTS FOR PRESTRESSED CONCRETE CYLINDER PIPE INSTALLATION**" in its entirety.

45. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 3- EXECUTION, 3.10 WATER SERVICE STUB**, delete paragraph "B." in its entirety and add the following:

"B. Install 1 inch corporation valves tapped at 45 degrees above horizontal at a minimum distance of 24 inches from pipe bell or other corporation. Install 1 ½ or 2 inch corporation valves tapped horizontal a minimum distance of 24 inches from pipe bell or other corporation.

46. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, under **PART 3 - EXECUTION, following 3.11 TESTING AND DISINFECTION**, add the following:

"3.12 WATER SERVICE RELOCATIONS

A. Water Service Stop Box Relocation

1. Relocate Stop Box from its existing location to its new location as shown on the plans or as designated by the Jurisdictional Engineer or authorized representative.
2. When Stop Boxes are not as indicated, the relocation shall be verified by the Jurisdictional Engineer or authorized representative before relocating.

B. Water Service Depth Check

1. Measure and assure that existing water service is a minimum of 60 inches below the finished grade and not in conflict with proposed sewers, walls, and other structures.
2. If the depth of the service is not adequate, the service shall be lowered in accordance with Section 5010.3.12 C., Water Service Lowering.

C. Water Service lowering

1. The existing water service shall be lowered to provide a minimum of 60 inches of earth cover and to minimum clearance as shown in Figure 5010.901 for proposed sewers, walls, and structures.
2. Replace Stop Box and pipe and fittings if required.
3. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.

4. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

D. Lower Water Service with New Copper

1. Replace services that do not meet plumbing code standards with new 1-inch copper tubing.
2. Lower to provide a minimum of 60 inches earth cover and to minimum clearance at proposed sewers, walls, and structures as shown in Figure 5010.901.
3. Replace stop box, if required.
4. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.
5. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

E. New Water Service

1. At locations where plumbing code enforcement dictates that the existing water service must be reconstructed in conjunction with relocating water services or relocating stop boxes, the existing water service must be reconstructed from the water main to and including the stop box.
2. The new service shall be constructed to provide a minimum of 60 inches of earth cover to minimum clearances at proposed sewers, walls, and structures as shown in Figure 5010.901.
3. Utilize the existing corporation tap on the water main and provide all new materials required.
4. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.
5. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

F. Water Service Relocation

1. Relocate the existing water service when there is a conflict with sewer construction.
2. Relocate Stop Box if required.
3. For all copper water service lines located under portland cement concrete pavement, wrap service line with suitable protective wrap to prevent contact with potentially corrosive slurry from portland cement concrete pavement. Wrap materials shall be approved by City of Johnston.
4. Install a manufactured curb box receptacle to prevent stop box from bonding to portland cement concrete sidewalk or driveway. A.Y. McDonald Co. Model 5639.

3.13 Water Service Disconnection

Water services and stubs within the project area or demolition site, or sites, and any other water service approved by the Jurisdictional Representative shall be disconnected. The water services shall be cut at the corporation stop and the stop closed by a licensed plumber registered in the Jurisdiction. The stop box consisting of the stem and casing shall be completely removed. Abandonment shall be in accordance with the Jurisdiction's Water Department procedures. Water service disconnections shall be inspected and approved by the Jurisdiction.

3.14 WATER MAIN ABANDONMENT

Please refer to Section 4010, under **PART 3 - EXECUTION, 3.08 SANITARY SEWER ABANDONMENT** and follow this procedure for abandoning water main."

47. Division 5 - Water Main and Hydrants, Section 5010 - Pipes and Fittings, add the following figures:

"SP-1 and SP-2, attached herewith are made a part of this Supplemental Specification."

48. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, on Figure SP-1 - 1-inch Service Pipe Installation add the following: "Plan View Distance B is 3 feet".
49. Division 5 - Water Main and Appurtenances, Section 5010 - Pipe and Fittings, on Figure SP-2- 1-1/2" or 2" Service Pipe Installation add the following: "Plan View Distance B is 3 feet".

50. Division 5 - Water Main and Appurtenances, Section 5020 - Valves, Fire Hydrants and Appurtenances, under **PART 3- EXECUTION, 3.04 ADJUSTMENT OF EXISTING VALVE BOX OR FIRE HYDRANT, D. Fire Hydrant Depth**, following paragraph "3." add the following:

"4. All fire hydrant adjustments are to be inspected by the Jurisdictional Representative."

51. Division 5 - Water Main and Appurtenances, Section 5020 - Valves, Fire Hydrants and Appurtenances, under **PART 2- PRODUCTS, 2.02 FIRE HYDRANT ASSEMBLY, C. Features**, delete "5." and substitute the following:

"5. Direction of opening: counter-clockwise only."

52. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2 - PRODUCTS, 2.01 MANHOLE AND INTAKE TYPE**, delete reference in table to Figure 6010.304 for a Type SW-304 manhole.

53. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewer, under **PART 2 - PRODUCTS, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)** delete Paragraph "A." and substitute the following:

"A. Use one of the following methods for grade adjustments of manhole and cover assemblies:

54. Division 6- Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2- PART PRODUCTS, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)** Under "A." delete "2." in its entirety.

55. Division 6- Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2- PART PRODUCTS, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)** following "C." add the following:

"D. Adjustment rings (grade rings) are not allowed for grade adjustments on intakes."

56. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 2 - PRODUCTS, 2.13 STEPS**, delete Paragraph "A." in its entirety and add the following:

"A. Provide steps in all circular, precast manholes."

57. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES**, delete **"J. Casting:"** and substitute the following:
- "J. Casting:** No manholes allowed in pavement unless approved by Jurisdictional Representative. When manhole casting is approved for installation in pavement install casting as specified and adjust to proper grade. In portland cement concrete pavement adjustable casting required. Adjust casting to match slope of finished surface."
58. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.05 CONNECTION TO EXISTING MANHOLE OR INTAKE, C. Sanitary Sewer, 1. General.**, delete paragraph "a." in its entirety and substitute the following:
- "a.** Core drill new openings in existing manholes and structures unless alternative is approved by Jurisdictional Representative."
59. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.05 CONNECTION TO EXISTING MANHOLE OR INTAKE, C. Sanitary Sewer**, delete Paragraph **"3. Cut and Chipped Opening (Knock-out)"** in its entirety and substitute the following:
- "3. Cut and Chipped Opening (Knock-out):** Use only when approved by Jurisdictional Representative."
60. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.06 REMOVAL OF MANHOLE OR INTAKE**, delete Paragraph **"A."** delete in its entirety and substitute the following:
- "A.** Remove the entire structure, unless an alternative method is approved by the Jurisdictional Representative."
61. Division 6 - Structures for Sanitary and Storm Sewers, Section 6010 - Structures for Sanitary and Storm Sewers, under **PART 3 - EXECUTION, 3.06 REMOVAL OF MANHOLE OR INTAKE, B. Pipes**, delete paragraph "3." in its entirety and substitute the following:
- "3.** Fill the line with flowable mortar or CLSM (comply with Section 3010) by gravity flow or pumping."
62. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 1 - GENERAL, 1.08 MEASUREMENT FOR PAYMENT**, delete Paragraph **"M. Concrete Thickness Pay Factor"** in its entirety.

63. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.02 PAVEMENT CONSTRUCTION, J. Construction of Joints, 1. General**, after paragraph "e." add the following:
- "f. KT Joints are not allowed unless approved by Jurisdictional Representative."
64. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.02 Pavement Construction, 3. Sealing**, following "e." add the following:
- "f. No backer rod permitted in saw joints. Use only specified joint filler material."
65. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.05 PAVEMENT PROTECTION, A. Weather Conditions, 1. Cold Weather.**, after paragraph "b." add the following:
- "c. **Temperatures:** Temperatures will be based on the predicted temperatures by the National Weather Service Station in Johnston. If the temperatures are not predicted to be above 38 degrees Fahrenheit in the 24 hrs following start of paving operations, placement of concrete will not be allowed unless otherwise approved by Jurisdictional Representative."
66. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.08 QUALITY CONTROL, D. Pavement Thickness.**, delete Paragraphs "2.", "9." and "10." in their entirety and modify "1." to read as follows:
- "1. One 4-inch core shall be taken initially for each section of approximately one thousand (1,000) square yards. Additional cores may be required by the Jurisdiction.
- a. The jurisdictional Representative shall evaluate the extent and severity of the deficiencies in the pavement area. Depending on the severity of the deficiencies, the Jurisdictional Representative may require the deficient areas to be removed shall be removed at the Contractor's expense and replaced with pavement meeting the requirements of this specification.
2. At the discretion of the Jurisdictional Representative a mutually acceptable agreement may be negotiated that provides an extended maintenance bond period for deficient pavement areas left in place. If the Jurisdictional Engineer determines it would accept an agreement for an extended guarantee period and a mutually acceptable agreement cannot be negotiated, the deficient areas shall be removed at the Contractor's expense and replaced with pavement meeting the requirements of this specification."

67. Division 7 - Streets & Related Work, Section 7010 - Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, 3.08 Quality Control** in the table under the heading "Methods of Acceptance of Sampling & Testing" under the entry "Cert. Plant Inspector" change entry to read:

"Quality certification (2 & 4)."

Add the following footnote at bottom of the table:

"(4). Jurisdiction reserves the right to require certified plant inspector on a project-by-project basis."

68. Division 7 - Streets & Related Work, Section 7010 – Portland Cement Concrete Pavement, under **PART 3 - EXECUTION, following 3.08 Quality Control**, add the following:

AT END STREET TERMINATIONS

Temporary Dead End Streets: All temporary dead end streets serving 4 or more lots or exceeding 200 feet in length shall terminate with a temporary turnaround constructed of asphaltic cement concrete pavement with a minimum diameter of 60 feet, or other satisfactory geometric configuration approved by Jurisdiction, to allow for turning of a vehicle, including vehicles required for snow removal.

Dead End Street Barricades. Install permanent barricade at end of all stub end or dead end streets. Permanent barricade shall consist of 5 vertical delineate posts with reflective delineating marked sign indicating dead end street. Location of permanent barricade at dead end street shall be approved by Jurisdictional."

69. Division 7 - Streets and Related Work, Section 7020 - Hot Mix Asphalt Pavement, under **PART 1 - GENERAL, 1.02 DESCRIPTION OF WORK**, following Paragraph "B." add the following:

"C. Use of hot mix asphalt (HMA) pavement for new street construction not allowed."

70. Division 7 - Streets and Related Work, Section 7020 - Hot Mix Asphalt Pavement, under **PART 3 - EXECUTION, 3.06 QUALITY CONTROL**, Paragraph B. subparagraph **5. Certification**, add the following sentence at the end of the section:

"Jurisdiction reserves the right to require a certified plant inspector on a project-by-project basis."

71. Division 7 - Streets & Related Work, Section 7030 – Sidewalks, Shared Use Paths, and Driveways on Figure 7030.101 and Figure 7030.102 delete "E" joint at the back of the curb and add "E" joint at face of sidewalk.
72. Division 7 - Streets and Related Work, Section 7030 - Sidewalks, Shared Use Paths, and Driveways, on Figure 7030.101 add a note as follows:

"Maximum width of residential driveway is 20 feet at right-of-way line."
73. Division 7 - Streets and Related Work, Section 7030 - Sidewalks, Shared Use Paths, and Driveways, on Figure 7030.102 add a note as follows:

"Maximum width of driveway is 20 feet at right-of-way line."
74. Division 7 - Streets & Related Work, Delete Section 7050 - Asphalt Stabilization in its entirety.
75. Division 7 - Streets & Related Work, Delete Section 7060 - Bituminous Seal Coat in its entirety.
76. Division 7 - Streets & Related Work, Delete Section 7070 - Emulsified Asphalt Slurry Seal in its entirety.
77. Delete Division 8 - Traffic Signals in its entirety.
78. Division 9 - Sitework & Landscaping, Section 9040 - Erosion & Settlement Control, under **PART 3 - EXECUTION, 3.18 SILT FENCES, A. Installation**, following "6." add the following:
 - "7. At time of installation of silt fence, date of installation to be painted on silt fence in clear view on the side of silt fence not to be filled with sediment."
79. Division 10 - Utility Service Location Details, delete Figure 10000.1 and Figure 10000.2 in their entirety.
80. Division 10 - Utility Service Location Details, in lieu of Figure 10000.1 and Figure 10000.2 insert the following requirements for utility service locations in the City of Johnston:
 - "1. Building water service: center of lot with stop box 3 feet from right-of-way (lot line) towards streets, in the sidewalk if a sidewalk is present; one cut mark at top of curb with blue stake at end of service.
 2. Building sewer service: 18 inches right of building water service as viewed from street; two cut marks in top of curb and green stake on end of service.
 3. Building storm sewer: 18 inches left of building water service as viewed from street; three cut marks in top of curb and white stake at end of service."

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	LS	1	\$ 8,000.00	\$ 8,000.00
2	EXCAVATION	CY	12130	\$ 6.00	\$ 72,780.00
3	CLASS E REVETMENT STONE	TON	425	\$ 80.00	\$ 34,000.00
4	SEED - BUFFER SEED MIX	ACRE	1.6	\$ 2,000.00	\$ 3,200.00
5	SEED - EMERGENT SEED MIX	ACRE	1.2	\$ 7,500.00	\$ 9,000.00
6	SEED - WET MEADOW MIX	ACRE	7.6	\$ 3,000.00	\$ 22,800.00
7	SEED- RURAL TEMPORARY MIX	ACRE	11.8	\$ 1,000.00	\$ 11,800.00
8	TREE, FURNISHED AND INSTALLED (WITH WARRANTY)	EA	375	\$ 200.00	\$ 75,000.00
9	WIRE MESH TREE GUARDS	EA	375	\$ 50.00	\$ 18,750.00
10	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	\$ 10,000.00	\$ 10,000.00
11	SILT FENCE INSTALLATION	LF	2000	\$ 3.00	\$ 6,000.00
12	SILT FENCE REMOVAL	LF	2000	\$ 2.00	\$ 4,000.00
TOTAL CONSTRUCTION COST					\$ 275,330.00

ITEM NO. 8j



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016

SUBJECT: Consider approval of Resolution 16-225; approving the Crosshaven North Public Improvement Plans.

ACTION REQUIRED:

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

SYNOPSIS:

The applicant, Hubbell Realty Company, wishes to construct the public improvements for the NW 100th Street crossing of Little Beaver Creek and the extension of the Little Beaver Creek Trunk Sanitary Sewer north of Little Beaver Creek. Construction of these public improvements would allow Hubbell Realty Company to develop their property north of Little Beaver Creek. Foth Infrastructure and Environment and City Staff have reviewed the construction plans and found them to be in conformance with the Statewide Urban Standards and Specifications (SUDAS) and City Standards.

FISCAL IMPACT:

The City would assume maintenance upon acceptance of the improvements and expiration of the 4-year maintenance bond.

RECOMMENDATION:

Staff recommends approval of Resolution 16-225.

Motion by _____, seconded by _____ to approve Resolution No. 16-225:
A RESOLUTION APPROVING THE CROSSHAVEN NORTH PUBLIC IMPROVEMENT PLANS

Attachments: Sheet 1 of Crosshaven North Public Improvements, prepared by McClure Engineering Co., and dated October 11, 2016

RESOLUTION 16-225

A RESOLUTION APPROVING THE CROSSHAVEN NORTH PUBLIC IMPROVEMENT PLANS

WHEREAS, the Crosshaven North Public Improvement Plans as prepared by McClure Engineering Co., dated October 11, 2016, have been reviewed by Foth Infrastructure and Environment and City staff, and

WHEREAS, said plans conform to the City's Subdivision Regulations, Design Standards and Specifications.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the Crosshaven North Public Improvement Plans, prepared by McClure Engineering Co., dated October 11, 2016 are hereby approved subject to the following conditions,

1. Evidence of temporary grading and access easements on the properties east adjacent to NW 100th Street, recorded by the Polk County Recorder's Office, shall be provided for City review prior to any grading or construction commencing on NW 100th Street.
2. Evidence of permanent storm water flowage easements on the properties east adjacent to NW 100th Street, recorded by the Polk County Recorder's Office, shall be provided for City review prior to any grading or construction commencing on NW 100th Street.

PASSED AND APPROVED this 17th Day of October, 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

ROLL CALL VOTE: AYE NAY ABSENT ABSTAIN

Brown _____ _____ _____ _____

Clabaugh _____ _____ _____ _____

Cope _____ _____ _____ _____

Lindeman _____ _____ _____ _____

Temple _____ _____ _____ _____

CROSSHAVEN NORTH PUBLIC IMPROVEMENTS

JOHNSTON, IOWA

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.
DATE REC'D: 10-11-16
CASE NO.: PZ 15-10



building strong communities.

1360 NW 121ST Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

OWNER

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

100TH STREET ROW
CITY OF JOHNSTON

ENGINEER/SURVEYOR

McCLURE ENGINEERING
1360 NW 121ST ST
CLIVE, IOWA 50325
515-964-1229

UTILITIES

WATER - JOHNSTON WATER SYSTEM
SANITARY SEWER - JOHNSTON SANITARY SEWER DISTRICT

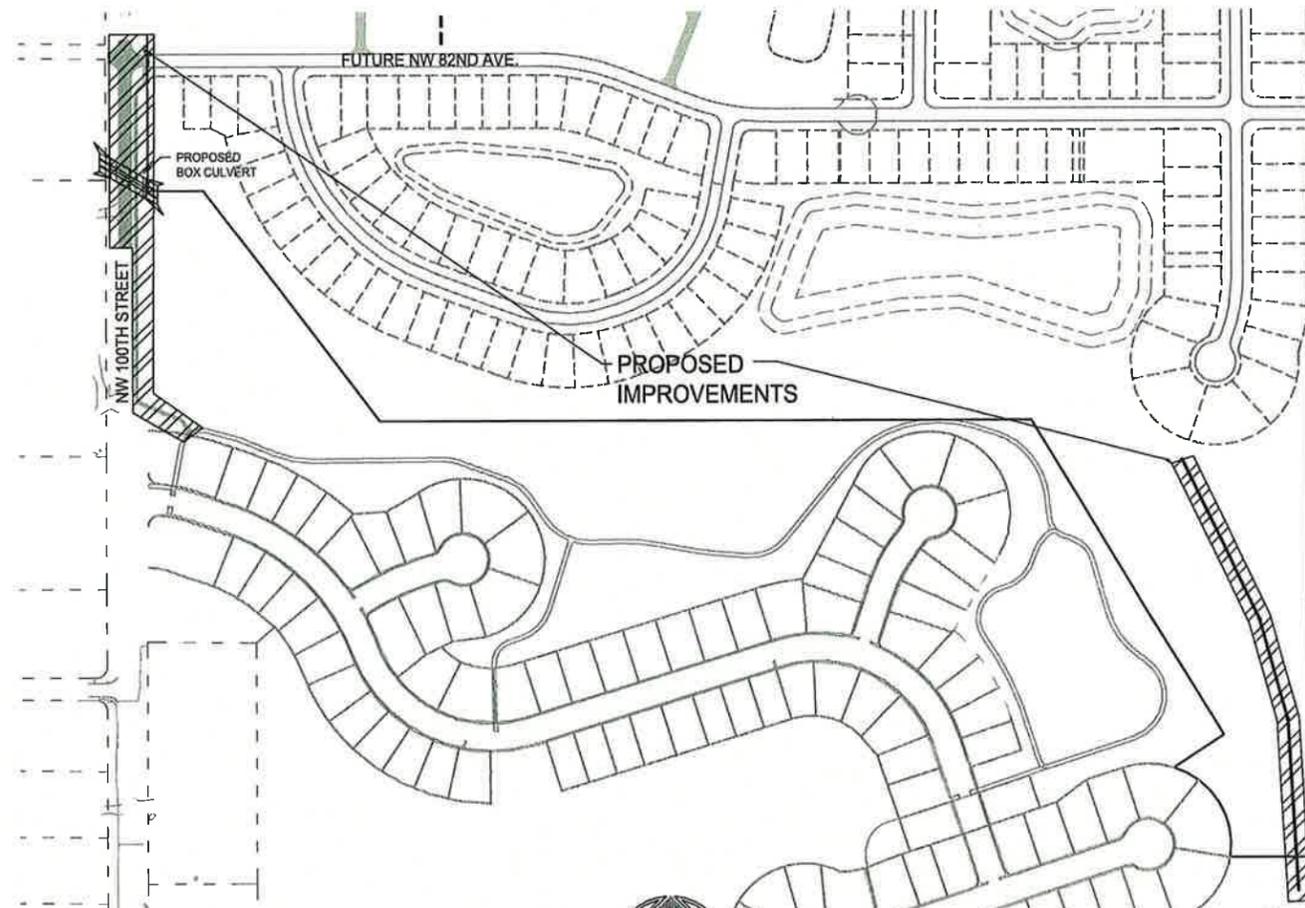
ZONING

THE CROSSHAVEN P.U.D., ORDINANCE 782, ADOPTED
OCTOBER 6, 2008

Sheet List Table		
Sheet Number	Sheet Title	Sheet Description
01	GN-01	COVER SHEET
02	GN-02	LEGEND AND NOTES
03	GN-03	EXISTING CONDITIONS AND REMOVAL PLAN
04	GN-04	DIMENSION AND LAYOUT PLAN
05	GR-01	GRADING PLAN
06	SA-01	SANITARY SEWER PLAN AND PROFILE
07	ST-01	STORM SEWER PLAN AND PROFILE
08	WA-01	WATER PLAN AND PROFILE
09	PA-01	PAVING PLAN AND PROFILE
10	DT-01	DETAILS
11	DT-02	DETAILS
12	CV-DT-01	SITUATION PLAN
13	CV-DT-02	CULVERT BARREL DETAILS
14	CV-DT-03	CULVERT BARREL DETAILS
15	CV-DT-04	FLARED WING HEADWALLS
16	CV-DT-05	FLARED WING HEADWALLS
17	CV-DT-06	FLARED WING HEADWALLS
18	CV-DT-07	FLARED WING HEADWALLS
19	CV-DT-08	FLARED WING HEADWALLS
20	CV-DT-09	FLARED WING HEADWALLS

NOTICE:
McClure Engineering Company reserves any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering laws, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inaccuracies, ambiguities, or conflicts which are alleged.

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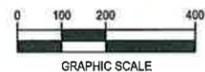


PRELIMINARY
NOT FOR CONSTRUCTION

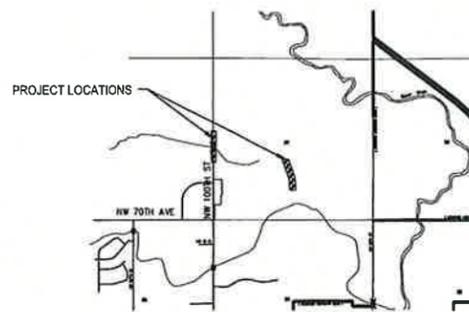


1-800-292-8989
www.iowaonecall.com

ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH 2014 IOWA STATEWIDE URBAN DESIGN STANDARDS AND 2014 SPECIFICATIONS FOR PUBLIC IMPROVEMENTS FOR THE CITY OF JOHNSTON AND THE JOHNSTON SUPPLEMENTAL SPECIFICATIONS EXCEPT WHERE ALTERED OR AMENDED BY THE CITY OF JOHNSTON.



IOWA STATE MAP
NO SCALE



VICINITY SKETCH
NO SCALE



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

BRADLEY R. BROCKMAN, P.E. No. 22851 DATE: _____
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: 01-10



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.

SIGNATURE: STEPHANIE M. COTTEN, PE NO. 22878 DATE: _____
NAME: STEPHANIE M. COTTEN, PE NO. 22878
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: 11-18

CROSSHAVEN NORTH PUBLIC IMPROVEMENTS

JOHNSTON, IOWA
2215001
MARCH, 2015

REVISIONS
August 28, 2015
December 28, 2015
April 27, 2016
September 9, 2016
September 28, 2016
October 11, 2016

ENGINEER: B. BROCKMAN
DRAWN BY: B. BROCKMAN
CHECKED BY: C. SMITH
FIELD BOOK NO.:

DRAWING NO.: GN-01
SHEET NO.: 01 / 20



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
July 18, 2016

SUBJECT:

Consider Resolution 16-226 approving and authorizing a form of Interim Loan and Disbursement Agreement by and between the City of Johnston, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$288,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2016, of the City of Johnston, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes for the Green Meadows West Central Channel Stabilization Project.

ACTION REQUIRED:

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

AW

SYNOPSIS:

The engineering portion of this project is within the Capital Improvement Program for 2016/2017 with construction programmed in 2017/2018. This project is immediately downstream of the emergency channel repair that occurred in 2010 and also downstream of the recently completed Greenwood Hills project and would include streambank stabilization on an unnamed tributary of Beaver Creek in Johnston, Iowa. The stream to be addressed flows generally in a northeasterly direction between Tiburon Place and Heather Bow within the Green Meadows West subdivision. The project will include limited grading to develop a stable slope and establish native vegetation at certain locations, installation of stone toe protection, and installation of riffle structures.

The City Council has approved a design contract with HR Green, Inc. with the project being funded through a loan from the State SRF program. Staff submitted and the SRF has approved an application for a Planning and Design Loan to cover the cost of the engineering contract, that loan would have a zero percent interest for three years and could be folded into the construction loan for the project. The SRF loans will be repaid through revenue from the Stormwater Utility. This action would allow the City to close on the loan with SRF and begin expending funds.

FISCAL IMPACT:

\$288,000 for the design phase.

RECOMMENDATION:

Approval of Resolution 16-226 as drafted by Ahlers and Cooney.

Attachments:

Resolution 16-226



ITEMS TO INCLUDE ON AGENDA FOR OCTOBER 17, 2016

CITY OF JOHNSTON, IOWA

\$288,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2016.

- Resolution approving and authorizing a form of Interim Loan and Disbursement Agreement by and between the City of Johnston, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$288,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2016, of the City of Johnston, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

October 17, 2016

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

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF JOHNSTON AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$288,000 SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2016, OF THE CITY OF JOHNSTON, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. _____

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF JOHNSTON AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$288,000 SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2016, OF THE CITY OF JOHNSTON, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2016, to the extent of \$288,000, for the purpose of defraying the costs of the Project hereinafter described; and, it is deemed necessary and advisable and in the best interests of the City that a form of Interim Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority be approved and authorized; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$288,000 Sewer Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Additional Project Notes" shall mean any project notes or other obligations issued on a parity with the Note in accordance with the provisions of Section 11 hereof;

◆ "Agreement" shall mean an Interim Loan and Disbursement Agreement dated as of the Closing between and among the City and the Original Purchaser, relating to the Interim Loan made to the City under the Program;

◆ "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Interim Loan;

◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;

◆ "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

◆ "Governing Body" shall mean the Council of the City, or its successor in function with respect to the operation and control of the System;

◆ "Interim Loan" shall mean the principal amount allocated by the Original Purchaser and loaned to the City under the Program, equal in amount to the principal amount of the Note;

◆ "Issuer" and "City" shall mean the City of Johnston, Iowa;

◆ "Note" shall mean \$288,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2016, authorized to be issued by this Resolution;

◆ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Note from Issuer at the time of its original issuance;

◆ "Paying Agent" shall be Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due;

◆ "Permitted Investments" shall mean:

- direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farm Credit System Financial Assistance Corporation
- USDA - Rural Development

- General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA's)
 - Federal Housing Administration
- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
 - senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
 - U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
 - commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;
 - investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
 - pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is

sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

- ◆ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken by the Original Purchaser;

- ◆ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including Green Meadows West Central Channel stabilization, and miscellaneous related work to complete the project;

- ◆ "Project Costs" shall mean all engineering fees, archeological surveys, environmental studies, and fees related to a project plan preparation and submission, and other expenses incidental thereto, and also including the costs of issuance of the Note.

- ◆ "Project Fund" shall mean the Project Fund established by Section 6 of this Resolution.

- ◆ "Registrar" shall be Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Note. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Note;

- ◆ "System" shall mean the municipal sewer utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all wastewater treatment facilities, sanitary sewers, force mains, pumping stations and all related property and improvements and extensions made by Issuer while the Note remains outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles;

◆ "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Note issued hereunder.

Section 2. Authority. The Agreement and the Note authorized by this Resolution shall be issued pursuant to Section 76.13 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Note Details, Execution, Redemption and Registration.

- a. Note Details. The Note shall be designated a Sewer Revenue Capital Loan Notes Anticipation Project Note, be dated the date of delivery, in the denomination of \$1,000 or multiples thereof, and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$288,000 and numbered R-1. The Note shall not bear interest (0%), and shall mature three years from issuance. The City Council hereby finds and determines that it is necessary and advisable to issue said Note pursuant to Section 76.13 of the Code of Iowa, as authorized by the Agreement and this Resolution.
- b. Execution. The Note shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note.
- c. Redemption. The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Notice of redemption shall be given by U.S. mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice by mail to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

- d. Registration. The Note may be registered as to principal and interest on the books of the Note Registrar in the name of the holder and such registration noted on the Note after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. Bankers Trust Company, Des Moines, Iowa is hereby appointed as

Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in this Resolution. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Note and in this Resolution.

The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of the Note and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

In all cases of the transfer of the Note, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Note, in accordance with the provisions of this Resolution.

As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Note and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

A Note which has been redeemed shall not be reissued but shall be cancelled by the Registrar. A Note which is cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Note to the Issuer.

In the event any payment check representing payment of principal of or interest on the Note is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay

such principal of or interest on Note shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Note. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 4. Form of Note. The form of Note shall be substantially as follows:

REGISTERED
No. R-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF POLK
CITY OF JOHNSTON, IOWA
SEWER REVENUE CAPITAL LOAN NOTES
ANTICIPATION PROJECT NOTE
SERIES 2016

Interest Rate
0.00%

Maturity Date
_____, 20__

Dated Date
_____, 20__

The City of Johnston, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, at maturity on _____, 20__, without interest (0%). Payment of this Note shall at all times conform to the rules of the Iowa Water Pollution Control Works Financing Program. Issuer pledges the Project Fund to which there has been appropriated the anticipated receipts of certain funds held or to be received by the Issuer as well as the proceeds of certain Capital Loan Notes to be issued.

This Note is payable solely from said Project Fund.

This Note is issued pursuant to an Interim Loan and Disbursement Agreement and the Resolution, duly adopted and under and in substantial compliance with the Constitution and statutes of the state of Iowa, including specifically Section 76.13 of the Code of Iowa, as amended, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions, under which this Note is payable, a statement of conditions under which additional notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution and Interim Loan and Disbursement Agreement. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of said Project Fund to be sufficient for the payment hereof.

The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Notice of redemption shall be given by ordinary mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice by mail to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

The Note may be registered as to principal and interest on the books of the Finance Director in the name of the holder after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in the Resolution.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, Bankers Trust Company of Des Moines, Iowa, all as of the _____ day of _____, 2016

Date of authentication: _____ CITY OF JOHNSTON, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by Bankers Trust Company

By: _____
Mayor

Bankers Trust Company
Des Moines, Iowa 50309

ATTEST:

By: _____
Registrar

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: Bankers Trust Company
Paying Agent: Bankers Trust Company

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

(End of Note)

Section 5. Security for Note. The Note shall be payable solely from the Project Fund. To pay the principal on the Note when it becomes due, there is hereby created a pledge of the receipts anticipated in said Project Fund to continue until the payment in full of the principal on the Note.

Section 6. Establishment of Project Fund. The Issuer hereby creates and establishes a Project Fund, into which Project Fund are hereby appropriated the following:

Proceeds of not to exceed \$288,000 Sewer Revenue Capital Loan Notes, additional action on the issuance of which previously has been taken and approved by the City Council.

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Note, from which the Issuer is or may become obligated to pay under contracts for the construction of the Project to the extent that proceeds of the Note are applied to the payment thereof.

Section 7. Application of Project Fund. The proceeds of the sale of the Note shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Note or to pay the principal of the Note when due and for no other purpose.

Disbursements for the payment of Project Costs shall be made by the City Clerk upon receipt of vouchers approved by the Governing Body.

After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Note. When the Note is paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 8. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Permitted Investments maturing at such times and in such amounts as will make cash available for the purposes of such Project Fund as needed.

Section 9. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Note or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the funds appropriated and held in trust for the purpose, will be sufficient to pay when due the Note as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of sewer revenue capital loan notes anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Note and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full faith and diligence and the exercise of its lawful powers.

Section 10. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Note.

Section 11. Additional Notes. The Issuer may issue Additional Project Notes of equal standing and parity of lien with the Note for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all notes so issued and interest thereon.

The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 12. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 13. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 14. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 15. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Interim Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Interim Loan and Disbursement Agreement, the terms of the Interim Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 17th day of October, 2016.

Mayor

ATTEST:

City Clerk



ITEM NO. 81

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016

SUBJECT:

Consider approval of a Planning Services Agreement with Confluence for an update of the Merle Hay Road Redevelopment Plan.

ACTION REQUIRED:

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

DM

SYNOPSIS:

Staff has recently has seen development interest for a portion of the City owned property in the northeast corner of NW 62nd Avenue/Merle Hay Road (the City Hall Superblock). This area was a part of the Merle Hay Road Redevelopment Plan adopted in 2007, a copy of the full Master Plan is attached. Implementation efforts to date on this plan have been focused on the areas north of NW 63rd, and the City has not actively sought to acquire adjacent parcels or market parcels in the area. Giving the age of the previous planning effort and to ensure any potential users would fit into the area, staff is recommending that we proceed with an update of the redevelopment plan, focusing specifically on the City Hall Superblock area (area east of Merle Hay Road between NW 62nd Avenue and NW 63rd Place) and the area in the southwest corner of NW 62nd Avenue and Merle Hay Road. To that end, staff has met with Confluence, who has recent metro experience in preparing site master plans, to assist with this effort.

The attached Scope of Work has been provided by Confluence and would include an updated market analysis (prepared by sub consultant Leland Consulting Group), a conceptual master plan and land use plan, and design guidelines to assist in implementing the plan.

The planning process would take 9-12 month with an anticipated cost of \$115,900.

FISCAL IMPACT:

\$115,900, funds would be available from TIF District #1.

RECOMMENDATION:

The City Council's Economic Development Ad Hoc Committee reviewed this proposal at their October 3, 2016 meeting and recommending proceeding.

Motion by _____, seconded by _____ to approve the Planning Services Agreement with Confluence.

Attachments: Planning Services Agreement

MERLE HAY ROAD REDEVELOPMENT PLAN
CITY OF JOHNSTON, IOWA

PLANNING SERVICES AGREEMENT

PROJECT DESCRIPTION

Planning services will be provided by Confluence (Consultant) to the City of Johnston, Iowa, (Client) for the creation of a redevelopment plan for the approximately 30 acres of property and right-of-way generally located at the northeast corner of the intersection of Merle Hay Road and NW 62nd Ave (Project Area). (Please see that attached Exhibit A.) The planning area includes the private property, publicly owned property as well as the public street right-of-way. The Consultant Team anticipates working collaboratively with a Technical Advisory Committee (TAC), consisting of key City Staff members, as well as with the Mayor and City Council, the Planning and Zoning Commission, and property owners located within the planning area.

It is understood that this planning effort is to update and build upon previous plans and redevelopment opportunities that have been completed along the Merle Hay Road corridor. The purpose of this plan is help actively promote and catalyze the redevelopment of the properties in the planning area into a cohesive development the provides Johnston with a new urban town center.

CONSULTANT TEAM

- Confluence – Des Moines, Iowa (project lead, land use planning, master planning, and urban design)
 - Christopher Shires, AICP, Principal-In-Charge
 - Seth Gray, PLA, LEED AP, Associate, Project Manager

- Leland Consulting Group – Portland, Oregon (market analysis and development strategies)
 - Chris Zahas, AICP, Managing Principal
 - Ted Kamp, Senior Associate

PROJECT APPROACH

The Merle Hay Road Redevelopment Plan will establish a clear vision for the future of this strategic and important growth area for the City and will include appropriate goals and strategies to assist in the realization of this vision. We understand that this Plan needs to be viable and practical and must be a real-world planning document based on solid data and sound planning principles. This Plan must reflect the values of the community and protect and enhance the long-term viability and success of the Merle Hay Road corridor and the entire community.

Our team's approach to Planning is based on open communication. We succeed by establishing an interactive, inclusive, and transparent planning process involving key decision makers that will include City Staff, the Mayor, the City Council, the Planning and Zoning Commission, and the adjacent property owners.

The following issues will be addressed in the Plan:

Plan Vision

Early in the planning process, the Consultant Team will facilitate a joint workshop with the Mayor and City Council, the Planning and Zoning Commission, and City Staff to develop a unified vision plus goals to guide future growth and development of the Project Area. The Consultant Team will also meet with area property owners to inform them of the planning process and obtain their initial input and ideas.

Market Analysis and Development Program

A detailed market analysis will be conducted to determine realistic demand and absorption rates for different land uses including multi-family housing, office, and retail space and create a development program for the planning area. These will help inform and guide the master planning process.

Conceptual Master Plan and Land Use Plan

Several conceptual Master Plans will be generated by the Consultant Team that addresses building, parking, vehicle and pedestrian circulation, buffering, landscape, wayfinding, streetscaping, and intersection enhancements. *[A Traffic Analysis is not being proposed as part of this agreement. A traffic engineer can be hired under a separate agreement to conduct a traffic analysis if determined desirable as part of this task.]*

Based on the desired Master Plan, a future land use plan for the planning area will be created that can be adopted and made part of the City's current Comprehensive Plan.

Design Guidelines

The Consultant Team will develop detailed standards to provide general guidance for the development of the Project Area including streetscape development within the public right-of-way. These guidelines need to protect and support the long-term viability and success of the Project Area yet be flexible to respond to unique projects and development proposals.

Zoning Overlay or Zoning Framework - *Optional Task*

Should the City desire to establish new zoning regulations for the planning area, the Consultant Team will develop a Zoning Overlay or alternate framework for zoning to implement the vision of the Master Plan and Land Use Plan and the standards detailed in the Design Guidelines.

Development Strategy - *Optional Task*

If further desires by the City, the Consultant Team will prepare a recommended development strategy that provides guidance on phasing, acquisition, disposition, and public-private partnerships.

Marketing Materials + Branding - *Optional Task*

If desired by the City, the Consultant Team can develop a variety of marketing materials including print and web-ready graphics, 3D renderings of the Master Plan, and animated videos. The Consultant Team can further create a brand for the Project Area including name, logo, and color scheme.

Design Review Assistance (Proposal Evaluation) - *Optional Task*

As the City is reviewing and considering development proposals and projects within the planning area, the Consultant Team can assist with the review and evaluation by providing a scoring system to evaluate competing proposals or reviewing a project and providing recommendations for modifications or options for improvements as may be desirable to meet the goals of the Plan.

A. SCOPE OF SERVICES

The following proposed Scope of Services including optional items are based on our understanding of the City's desires. This Scope can be modified as necessary to meet the needs and budget of the City. Optional Tasks can be added at any point during the planning process.

TASK 1: PROJECT INITIATION AND VISIONING (3 TO 4 MONTHS) (Data Collection, Site Analysis, Base Mapping, Market Analysis, and Visioning)

The Consultant Team will initiate the project by facilitating a project Kick-Off meeting with the Technical Advisory Committee (TAC), consisting of key City Staff members, to review the scope of the project and proposed work plan including the timeline and important meeting dates. At this Kick-Off meeting, the Consultant Team will also review the project goals, background, and history and tour the Project Area with City Staff.

The Consultant Team will further begin collecting and reviewing appropriate background information and prepare an analysis of the site and surrounding area in an effort to fully understand the physical, political, environmental, economic, and market opportunities and constraints associated with the Project Area. A critical aspect of this phase is the development of a detailed understanding of the unique physical and cultural characteristics of the site and surrounding areas.

Three important components of this phase will include a review of example development projects and potential site tours (bus tours) of those representative development projects, stakeholder input and Visioning, and a Market Analysis. The site tours will focus on successful, high-quality, planned projects that contain planning concepts for application within the Project Area. A Market Analysis will provide valuable insight into local markets necessary to prepare an implementable development program for the property, including identification of an appropriate land use mix, project types and land use densities with focus on development that will become a positive asset for the community.

1.1 | Project Kick-Off, Data Collection and Analysis (TAC Meeting #1)

The Consultant Team will become familiar with the site and vicinity and develop a strategy regarding review and analysis of the property and surrounding area. The City will provide all pertinent materials regarding base mapping, aerial photos, utility plans, and building permit data as necessary. The following tasks and products will be provided:

1. Facilitate a project Kick-Off meeting with the Technical Advisory Committee (TAC) to discuss:
 - a. Project scope.
 - b. City review and input process.
 - c. Anticipated schedule.
 - d. City goals.
 - e. Site visit.
2. Visit and photo-document the Project Area and surrounding area.
3. Collect and review available background information for the City and County. This information will include the following:
 - a. Existing public utility information, including sanitary sewers, water mains and storm sewers as well as easements.
 - b. Available topographic information, including most recent County aerial photography and topography.
 - c. Other readily available information required to complete the scope of services.
 - d. Existing City plans and reports affecting the project, including pending or approved City Planning documents (to be provided by the City).

4. Prepare a graphic site analysis concerning the factors which may affect the project's design and development, based upon the site visit and site area reconnaissance. The site analysis will address, as appropriate, topography, natural features, existing facilities, existing/proposed roadways, easements and other rights-of-way, utilities, views (from and into the site), character of existing and adjacent developments, etc.

1.2 | Market Analysis and Development Program

The Consultant Team will prepare an initial Market Analysis and Development Program for the project, including completion of the following services and products:

- Complete site and market reconnaissance;
- Analyze historical/projected economic and demographic data within a trade area to be defined;
- Conduct interviews with market area planning and community development officials regarding area trends/issues and planned and proposed projects;
- Analyze supply conditions across key land uses (assumed to include retail, commercial, and residential uses), including potentially competitive sites and other activity generators;
- Forecast demand for proposed land uses in the market area over ten years and identify target markets sectors for the subject site given its competitive position in the market;
- Work with the TAC to prepare development program recommendations based on above, including a range of market-supportable land use mixes; and,
- Complete final market analysis and development program report.

1.3 | Property Owner Engagement and Input

The Consultant Team will facilitate 2 to 3 individual/small group meetings with area property owners to introduce the planning project and obtain their initial input and ideas to help guide the planning process.

1.4 | Joint City Council/Commission Workshop (Joint Workshop #1)

The Consultant Team will facilitate a Joint Workshop with the City Council and Planning and Zoning Commission to review the initial site findings, property owner input, and the market analysis and development program. The Consultant Team will further conduct a facilitated discussion to define the City's vision for the planning area.

1.5 | Technical Advisory Committee Review Session (TAC Meeting #3)

The Consultant Team will facilitate a review session with the TAC to discuss the finding and results of the Phase 1 work effort, including:

1. Site Analysis (opportunities and constraints for design and development).
2. Stakeholder Visioning results.
3. Project site tour results and recommendations, including potential design and development concept for consideration.
4. Market Analysis and Development Program findings.
5. Initial recommendations.

Task 1 Deliverables: First Phase Summary Report (Site Analysis, Market Analysis, Project Goals + Stakeholder Input Summary)

TASK 2: MASTER PLANNING

(3 TO 4 MONTHS)

The purpose of the master planning effort will be to develop conceptual Master Plans for the Project Area. To this end, the Consultant Team will explore appropriate land use and circulation concepts for the site and will take into consideration the City's adopted Comprehensive Plan, previous planning

efforts, and recent development activity along the Merle Hay Road corridor. Our team will collaborate and work closely with the Technical Advisory Committee (TAC) in the development of the draft Master Plans and Land Use Plans.

2.1 | Conceptual Master Plan and Future Land Use Plan

The Consultant Team will prepare two (2) detailed Master Plans and Future Land Use Plans that express an overall concept based upon the input received during Task 1. The Master Plan will address building form, parking, vehicle, bicycle, and pedestrian circulation, buffering, landscape, streetscaping, and street intersection treatments.

2.2 | Technical Advisory Committee Review Session (TAC Meeting #4)

The Consultant Team will review the proposed alternatives with the TAC and make modifications and updates as requested.

2.3 | Property Owner Meeting

The Consultant Team will facilitate a Property Owner Meeting, to unveil the draft concept plans and record the feedback of the meeting participants.

2.3 | Community Open House

The Consultant Team will conduct a Community Open House to unveil and review the conceptual Master Plans and Land Use Plans and record public input and preferences.

2.4 | Joint City Council/Commission Workshop (Joint Workshop #2)

The Consultant Team will facilitate a Joint Workshop with the City Council and Planning and Zoning Commission to review the conceptual plans and summarize the public input. The Consultant Team will seek feedback from the Council and Commission for final direction on the preferred alternatives.

***Task 2 Deliverables: Second Phase Summary Report
(2-3 Concept Plans + Stakeholder Input Summary)***

TASK 3: DESIGN GUIDELINES AND FINAL PLAN (2 - 3 MONTHS)

The Consultant Team will create design guidelines and standards that support and reinforce the City's desired goals for the Planning Area. The Design Guidelines will be tailored to the range of land uses proposed within the project to provide the necessary guidance to create distinct and unique living, working, recreation, and shopping environments, while creating value and providing the flexibility necessary to respond to changing economic climates.

3.1 | Draft Guidelines + Finalize Conceptual Master Plan and Land Use Plan

The Consultant Team will update and create a final draft of the preferred Master Plan and Land Use Plan as directed by the TAC and develop design guidelines that address the following:

- Permitted Uses and Building Types
- Architectural Guidelines
- Site Planning Guidelines (including building mass and setbacks)
- Vehicle, Pedestrian, and Bicycle Circulation plus Vehicle Parking Guidelines
- Landscape, Open Space, Buffering, and Screening Guidelines
- Lighting Design Guidelines
- Signage Design Guidelines
- Streetscape, Intersection/Gateway, Public Signage Concepts

3.2 | Technical Advisory Committee Review Sessions (TAC Meetings #5 - #7)

The Consultant Team will facilitate several review sessions with the TAC to review the Design

Guidelines and update and modify as requested (2 meetings).

3.3 I Public Hearing and Approval Process

Upon finalization of the draft Design Guidelines as well as the final draft Master Plan and Land Use Plan, the Consultant Team will assist City Staff with the presentation of a Final Draft Plan Document to the Commission and Council at their respective public hearings. The Consultant Team will update the plans as requested in response to the Commission and Council actions.

Task 3 Deliverables: Final Plan Report (Final Draft Master Plan, Land Use Plan + Design Guidelines)

TASK 4: ZONING OVERLAY OR ZONING FRAMEWORK – *OPTIONAL TASK* (1 - 2 MONTHS)

Should the City desire to establish new zoning regulations specific for the Project Area, the Consultant Team can develop a Zoning Overlay or alternate framework for zoning to implement the vision of the Master Plan and Land Use Plan plus the standards detailed in the Design Guidelines.

A Zoning Overlay can be a convenient method to establish a specific set of guidelines for an area of the community. During this phase, a framework for a Zoning Overlay for the Project Area will be created to implement and enforce the proposed Master Plan and Design Guidelines. As an alternative to a Zoning Overlay, the City may wish to establish the framework through which the specific zoning for individual properties or development projects through the use of a Planned Unit Development (PUD).

If further desired, a specific design review process for the Project Area, that is in concert with current City Codes and procedures, can be created to review and approve all proposed development plans and designs for conformance with the Design Guidelines and Standards. This task can include the following components:

1. Purpose and General Provisions
2. Review Materials
3. Application Conference
4. Preliminary Plan Review/Approval
5. Final Design Review/Approval
6. Appeals
7. Submittal Checklist

TASK 5: DEVELOPMENT STRATEGY – *OPTIONAL TASK* (1 TO 2 MONTHS)

As an optional task, the Consultant Team is prepared to generate a recommended development strategy that provides guidance on phasing, acquisition, disposition, and public-private partnerships. Elements of the development strategy will include:

- Convert development program to detailed absorption/construction timetable;
- Summarize infrastructure and other site development costs (to be provided by other team members);
- Assemble high-level financial pro forma land model indicating potential development strategy for the site, reflecting infrastructure costs, land sales, acquisitions, and other expenses/revenues;
- Recommend potential public-private partnership strategies for the project (e.g., developer recruitment, joint development, one vs. multiple developers, etc.);
- Identify potential funding sources to support development of public infrastructure;
- Recommend other projects and actions that would leverage the investment to be made at this site (e.g., projects on adjacent or nearby sites, marketing); and,
- Produce a summary Development Strategy report summarizing all of the above.

TASK 6: MARKETING MATERIALS + BRANDING – *OPTIONAL TASK*

If desired by the City, the Consultant Team can develop a variety of marketing materials including print and/or web-ready graphics, 3D renderings of the Master Plan, and animated videos. The Consultant Team can further create a brand for the Project Area including name, logo, and color scheme. The specific tasks, timeline, and fee can be determined based upon the needs of the City.

Fee Estimates:

- Print or Web-ready marketing brochure: \$3,000 to \$6,000.
- 3D renderings based upon the Master Plan: \$2,500 to \$3,500 per image.
- 3D animation of the Master Plan: \$15,000 to \$25,000.
- Brand development including name, logo, and color scheme: \$5,000 to \$10,000.

TASK 7: DESIGN REVIEW ASSISTANCE – *OPTIONAL TASK*

As the City is reviewing and considering development proposals and projects within the planning area, the Consultant Team can assist with the review and evaluation such as providing a scoring system to evaluate competing proposals or reviewing a project and providing recommendations for modifications or options improvements as may be desirable to meet the goals of the plan. This task can be conducted as an on-call service on an hourly basis.

B. SCHEDULE

Confluence is prepared to provide the professional services described herein immediately upon your notice to proceed. It is anticipated that Tasks 1 through 3 of the project will take approximately 8 to 11 months to complete. A more definitive schedule for completion of activities can be established with the Client at the outset of the project as requested. Several of the optional tasks can be conducted concurrently.

C. SCOPE SERVICE FEES BY TASK

The Client will compensate Confluence on a lump sum basis towards the following anticipated fee for each task. Anticipated reimbursable expenses are not included in these fee estimates as outlined below. If the nature of the scope of services changes or if the anticipated fees outlined herein require an increase, Confluence will notify the Client of the revised scope and/or fee before proceeding with any additional work.

ANTICIPATED FEES

Task 1: Project Initiation and Visioning	\$43,300.00
Task 2: Master Planning	\$48,300.00
Task 3: Design Guidelines and Final Plan	\$24,300.00
Total (Tasks 1 – 3, not including reimbursable expenses)	\$115,900.00
<i>Optional Task 4: Zoning Overlay</i>	<i>\$15,200.00</i>
<i>Optional Task 5: Development Strategies</i>	<i>\$34,400.00</i>
<i>Optional Task 6: Marketing Materials + Branding</i>	<i>(to be determined)</i>
<i>Optional Task 7: Design Review Assistance</i>	<i>(hourly)</i>

REIMBURSABLES

Reimbursable expenses, including but not limited to travel, long-distance telephone, printing, etc. are not included in the services fee. These expenses are anticipated to not exceed 10% of the total project.

D. COMPENSATION

Service fees and reimbursable expenses will be billed to the Client monthly by Confluence. Payment is due upon receipt of invoice. The Client agrees to provide payment to Confluence within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by Confluence within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, Confluence may suspend performance of services on the project until the account is paid.

In the event an invoice is disputed by the Client, the Client shall inform Confluence within a reasonable timeframe (within 10 days of Client's receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of Confluence's receipt of dispute notice) to further clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, Confluence, at its discretion, may suspend performance of services on the project until the account is paid.

E. TERMINATION

Confluence or the Client may terminate this Agreement at any time by written notice. If the Agreement is terminated by either Confluence or the Client, the Client will pay Confluence for service provided and expenses incurred by Confluence up to the time notice is either sent by Confluence or received by Confluence.

F. MISCELLANEOUS AND EXCLUSIONS

The Client shall furnish base information for the project including electronic copies of the relevant sections of City code. The Client shall be responsible coordinating and provide space for all meetings and providing all necessary meeting notices.

Traffic impact analysis and Civil Engineering professional services, construction documents; public improvement design, engineering and/or utility and public infrastructure related construction documents; wetlands delineation; soils analysis, borings, and/or testing; detailed storm water calculations for refined land use plan are not included or a part of this agreement.

G. LIMITATION OF LIABILITY

The total cumulative liability of Confluence, its agents, servants, employees, and sub-consultants to the Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or otherwise shall be limited to Confluence's professional liability insurance coverage limits in place at the time of performance of the services outlined herein. Confluence shall not be liable to the Client for special or consequential losses or damages including, but not limited to, loss of use.

Confluence shall not be liable to the Client for losses, damages, or claims for which the Client fails to give notice to Confluence within reasonable time, not to exceed ninety (90) days from discovery.

H. WITNESS FEES

Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Confluence's legal expenses, administrative costs and fees pursuant to Confluence's then current fee schedule for Confluence to respond to any subpoena.

I. APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted by The City of Johnston, Iowa, (Client) and Confluence as confirmed by the signatures below.

Offered by:

Accepted by:

Confluence
525 17th Street
Des Moines, IA 50309

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



(signature)

(signature)

Name: Christopher Shires, AICP
Title: Principal

Name: _____
Title: _____

Date: October 5, 2016

Date: _____



30.50 ACRES

NW 63RD PL

MERLE HAY ROAD

NW 54TH CT

NW 62ND AVE

NW 62ND AVE

NW 62ND AVE

NW 63RD AVE

NW 61ST PL

**MERLE HAY ROAD
REDEVELOPMENT PLAN**
JOHNSTON, IOWA

SCALE: 1"=100'
0 25 50 100 200



CONFLUENCE

City of Johnston Bid Submittal Form

RECEIVED

OCT 5 2016

Item: Midsized Sport Utility Vehicle

Make: Chevrolet

Model: 2017 Traverse all wheel drive LS

Price (before Trade In Value): \$26,492.00

Trade In Value of 2005 Chevrolet Colorado: \$7,000.00

Price (after Trade In Value): \$19,492.00

Company Name: Bob Brown Chevrolet

Address: 3600 111th Street

City: Urbandale

State: IA Zip: 50322

Phone: 515 278 7821

Contact Person: Irwin Zuckerman email: irwin.zuckerman@bobbrownauto.com

Availability after receipt of P.O. Days: 60

Johnston Community Development Department
6221 Merle Hay Road
Johnston, Iowa 50131-0410



ITEM NO. 8n

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

October 17, 2016

SUBJECT: CONSIDER RESOLUTION No. 16-222
A RESOLUTION FIXING DATE FOR A PUBLIC
HEARING ON THE PROPOSAL TO ENTER INTO
A PROJECT OAK AMENDMENT TO BEAVER
CREEK PLAT 1 IMPROVEMENTS
DEVELOPMENT AGREEMENT (SEPTEMBER
2010) AND RESEARCH GROWTH CHAMBERS
BUILDING DEVELOPMENT AGREEMENT
(SEPTEMBER 2012) BY AND AMONG THE CITY
OF JOHNSTON AND E.I. DuPONT de NEMOURS
AND COMPANY, AND ITS WHOLLY-OWNED
SUBSIDIARY PIONEER HI-BRED
INTERNATIONAL, INC., AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

ACTION REQUIRED:

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

JPS

SYNOPSIS

On December 11, 2015, DuPont and Dow Chemical Company announced the entry into an Agreement and Plan of Merger. DuPont is expected to be a wholly-owned subsidiary of a newly formed corporation, DowDuPont, Inc. After the merger DuPont and Dow intend to pursue the separation of Dow DuPont's leading businesses into one or more tax-efficient transactions, resulting in three independent, publicly traded companies: a leading, global pure-play agriculture business (the "Agriculture Company"); a leading, pure-play material science business; and a leading, technology and innovation-driven specialty products business. It is anticipated that DuPont's agriculture business, including the agriculture business of Pioneer, will become part of the Agriculture Company.

On February 19, 2016 the City entered into a Memorandum of Understanding (MOU - see attached) with Pioneer Hi-Bred International, Inc. (for the project know as 'Project Oak'). The MOU provided for:

1. Establishing Iowa as a Global Business Center, maintaining a strong research, production and business

operation that will support the intended Agriculture Company;

2. Maintaining a minimum of 250 and a maximum of 500 research and development jobs in the City for Project Oak; and
3. Making a minimum of \$500,000 capital investment in the City for Project Oak.

As a part of the MOU the City agreed to extend or amend existing Tax Increment Financing agreements to provide approximately \$1,000,000 in additional tax increment rebates. The City will fund the additional tax rebates by amending and extending the Beaver Creek Plat I Development Agreement (September 2010) and the Research Growth Chambers Development Agreement (September 2012).

DuPont Pioneer recently completed the negotiation with the Iowa Economic Development Authority for their Economic Development Assistance Contract. The City has been working with the DuPont Pioneer to negotiate the terms of the Tax Increment Financing Development Agreement.

This action sets the date for the public hearing on the Development Agreement.

FISCAL IMPACT

The MOU and Development Agreement include a capital investment of \$500,000 in the community and provides for a rebate of incremental property taxes of approximately \$1,000,000.

RECOMMENDATION

Set Monday, November 7 at 7:00 pm. as the date for a public hearing.

RESOLUTION NO. 16-222

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A PROJECT OAK AMENDMENT TO BEAVER CREEK PLAT 1 IMPROVEMENTS DEVELOPMENT AGREEMENT (SEPTEMBER 2010) AND RESEARCH GROWTH CHAMBERS BUILDING DEVELOPMENT AGREEMENT (SEPTEMBER 2012) BY AND AMONG THE CITY OF JOHNSTON AND E.I. DuPONT de NEMOURS AND COMPANY, AND ITS WHOLLY-OWNED SUBSIDIARY PIONEER HI-BRED INTERNATIONAL, INC., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 98-245, adopted November 16, 1998, and amended by Resolution No. 00-299 on December 4, 2000 (Amendment No. 1), Resolution No. 07-241 on December 3, 2007 (Amendment No. 2), Resolution No. 12-103 on July 2, 2012 (Amendment No. 3), and Resolution No. 13-90 on June 3, 2013 (Amendment No. 4), this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the NW 62nd Urban Renewal Plan (the "NW 62nd Urban Renewal Plan") for the NW 62nd Urban Renewal Area (the "NW 62nd Urban Renewal Area") described therein, which Plan as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, the City and E.I. DuPont De Nemours and Company and its wholly-owned subsidiary Pioneer Hi-Bred International, Inc. (collectively DuPont and Pioneer are referred to as "Developer") entered into a development agreement dated September 20, 2010, which, among other things, obligated Developer to cause the construction of certain improvements known as the Beaver Creek Plat 1 Improvements on property in the NW 62nd Urban Renewal Area and to retain/create a specified number of jobs, all in exchange for Economic Development Grants as set forth in said agreement ("Beaver Creek Agreement"); and

WHEREAS, by Resolution No. 93-121, adopted September 20, 1993, and amended by Resolution No. 94-116 on October 17, 1994 (Amendment No. 1), Resolution No. 96-253 on December 16, 1996 (Amendment No. 2), Resolution No. 01-366 on November 19, 2001 (Amendment No. 3), Resolution No. 10-114 on July 19, 2010 (Amendment No. 4), Resolution No. 12-102 on July 2, 2012 (Amendment No. 5), Resolution No. 13-27 on February 19, 2013 (Amendment No. 6), and Resolution No. 15-42 on February 17, 2015 (Amendment No. 7), this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the East Central Urban Renewal Plan (the "East Central Urban Renewal Plan") for the East Central Urban Renewal Area (the "East Central Urban Renewal Area") described therein, which Plan as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, the City and Developer entered into a development agreement dated September 17, 2012, which, among other things, obligated Developer to cause the construction of certain improvements known as the Research Growth Chambers Building and Research

Samples Group Addition on property in the East Central Urban Renewal Area and to retain/create a specified number of jobs, all in exchange for Economic Development Grants as set forth in said agreement (“Growth Chambers Agreement”); and

WHEREAS, a proposed merger is presently pending between DuPont and The Dow Chemical Company (“Dow”) pursuant to an Agreement and Plan of Merger, as such may be amended from time to time, pursuant to which the companies will combine in a merger of equals (the “Merger”), subject to customary closing conditions, including regulatory and shareholder approvals and as further described in the Registration Statement on Form S-4 (Registration No. 333-209869) for DowDuPont Inc. (“DowDuPont”), as such may be amended from time to time; and

WHEREAS, following the consummation of the Merger and subject to regulatory and board approvals, DuPont and Dow intend to pursue the separation of DowDuPont’s businesses (the “Separations”) in one or more tax-efficient transactions, resulting in three independent, publicly traded companies: an agriculture business (the “Agriculture Company”), a material science business and a specialty products business (the “Specialty Company”); and

WHEREAS, the City and Developer desire that Developer maintain certain research and development facilities and jobs in the City after the Merger; and

WHEREAS, the City has received a proposal from the Developer, in the form of a proposed Project Oak Amendment (the "Amendment") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to maintain a business operation in the City that will support the intended Agriculture Company, comply with IEDA Agreement No. 16-DF/TC-039 and maintain a minimum of 250 and up to 500 research and development jobs in the City through February 2023, and make a minimum capital investment of \$500,000 in the City; and

WHEREAS, the Amendment would obligate the City to increase the maximum potential Economic Development Grants available under the Beaver Creek Agreement and the Growth Chambers Agreement by an aggregate amount of up to \$1,000,000, subject to the terms and conditions contained in the Amendment and corresponding agreements; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the NW 62nd Urban Renewal Plan and the East Central Urban Renewal Plan (collectively the “Plans”) and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Amendment, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed

sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 7:00 P.M. on November 7, 2016, for the purpose of taking action on the matter of the proposal to enter into a Project Oak Amendment to Beaver Creek Plat 1 Improvements Development Agreement (September 2010) and Research Growth Chambers Building Development Agreement (September 2012) by an among the City of Johnston and E.I. DuPont de Nemours and Company, and its wholly-owned subsidiary Pioneer Hi-Bred International, Inc.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF JOHNSTON IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A PROJECT OAK AMENDMENT TO BEAVER CREEK PLAT 1 IMPROVEMENTS DEVELOPMENT AGREEMENT (SEPTEMBER 2010) AND RESEARCH GROWTH CHAMBERS BUILDING DEVELOPMENT AGREEMENT (SEPTEMBER 2012) BY AND AMONG THE CITY OF JOHNSTON AND E.I. DuPONT de NEMOURS AND COMPANY, AND ITS WHOLLY-OWNED SUBSIDIARY PIONEER HI-BRED INTERNATIONAL, INC., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Johnston in the State of Iowa, will hold a public hearing on November 7, 2016, at 7:00 P.M. in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Project Oak Amendment (the "Amendment") to the Beaver Creek Plat 1 Improvements Development Agreement ("Beaver Creek Agreement") and the Research Growth Chambers Building Development Agreement ("Growth Chambers Agreement") by and among the City of Johnston and E.I. DuPont de Nemours and Company, and its wholly-owned subsidiary Pioneer Hi-Bred International, Inc. (DuPont and Pioneer collectively referred to as the "Developer").

The Amendment would obligate the Developer to maintain a business operation in the City, comply with IEDA Agreement No. 16-DF/TC-039 and retain a minimum of 250 and up to 500 research and development jobs in the City through February 2023, and obligate the Developer to make a minimum capital investment of \$500,000 in the City.

The Amendment would further obligate the City to increase the maximum potential Economic Development Grants available under the Beaver Creek Agreement and the Growth Chambers Agreement by an aggregate amount of up to \$1,000,000, subject to the terms and conditions contained in the Amendment and corresponding agreements.

A copy of the Amendment is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Johnston, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Amendment with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Amendment.

This notice is given by order of the City Council of the City of Johnston in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 17th day of October, 2016.

Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into as of the latest date referenced on the signature page(s) hereof, by City of Johnston, Iowa (the "City") and Pioneer Hi-Bred International, Inc. ("Pioneer"). The City and Pioneer are collectively referred to as the "Parties."

BACKGROUND

Pioneer a wholly-owned subsidiary of E.I. du Pont de Nemours and Company ("DuPont"), currently maintains certain research and development facilities in the City.

On December 11, 2015, DuPont and The Dow Chemical Company ("Dow") announced the entry into an Agreement and Plan of Merger (the "Merger") under which the companies will combine in an all-stock merger of equals. The Merger is expected to close in the second half of 2016, subject to customary closing conditions, including regulatory approvals and approvals by both DuPont and Dow's shareholders. DuPont is expected to be a wholly-owned subsidiary of a newly formed corporation, DowDuPont, Inc. ("DowDuPont"). After the merger and subject to necessary approvals, including approvals by their respective board of directors' approval, DuPont and Dow intend to pursue the separation of DowDuPont's leading businesses in one or more tax-efficient transactions, resulting in three independent, publicly traded companies: a leading, global pure-play agriculture business (the "Agriculture Company"); a leading, pure-play material science business; and a leading, technology and innovation-driven specialty products business. It is anticipated that DuPont's agriculture business, including the agriculture business of Pioneer, will become part of the Agriculture Company. The Parties recognize that there are uncertainties inherent in the intended creation of the Agriculture Company. As such, the Parties intend that any incentive benefits and obligations described herein should attach to Pioneer and its successors and assigns as a result of the formation of the intended Agriculture Company.

After the Merger, The City desires that Pioneer maintain certain research and development facilities in the City, all as set forth herein.

After the Merger, Pioneer desires to maintain certain research and development facilities in the City, all as set forth herein.

UNDERSTANDING

- A. Proposed Project Oak. In consideration of the benefits provided by the City set forth in this MOU Pioneer expects, during the Project Period (as defined below) (the "Proposed Project Oak"), it will:
1. establish Iowa as a Global Business Center, maintaining a strong research, production and business operation that will support the intended Agriculture Company;

2. maintain a minimum of 250 and a maximum of 500 research and development jobs in the City for Project Oak; and
3. make a minimum of \$500,000 capital investment in the City for Project Oak.

B. Obligations of City. In consideration of the benefits provided by the Proposed Project Oak, including expected benefits to the City (such as economic impact from tax revenues) and City residents (such as improved standard of living, retention of jobs and competitive wage rates), and to encourage Pioneer to maintain its facility in the City, the City will provide the following incentives:

1. Property Tax Rebates – extension or amendment of existing tax increment financing agreements to provide approximately \$1,000,000 in additional tax increment rebates..

C. Preconditions to City's Obligations. The City's obligations stated herein are expressly conditioned upon, in addition to Pioneer's fulfillment of its obligations stated herein, all of the following:

1. Completion of all legislative processes (including but not limited to public hearings and public notice, consultation meetings, and other requirements) necessary to amend current Urban Renewal Plans and/or authorize a new urban renewal area and authorize the Proposed Project Oak as an urban renewal project to the extent necessary under the Iowa Urban Renewal law in effect at the time of entry into a development agreement.
2. As soon as reasonably practicable after the execution of this MOU, the Parties shall commence to negotiate a definitive and detailed development agreement relating to Proposed Project Oak and the obligations of the Parties related thereto, and containing additional terms and conditions mutually acceptable to the Parties.
3. Completion of all legislative processes (including but not limited to public hearings and public notice) required by the Council to approve the detailed development agreement detailing the obligations of the Parties with respect to Proposed Project Oak.
4. Approval of Proposed Project Oak by the IEDA Board of Directors and other applicable Boards.

D. Project Period. The Proposed Project Oak will commence in 2016 upon approval by the IEDA Board of Directors or other applicable Board and shall continue for a term of five (5) years or for such additional period as mutually agreed to by the Parties (the "Project Period").

E. Estimated Benchmarks. The Parties understand that there may be a need to establish headcount benchmarks as part of the incentives approval process. However, due to the uncertainties of the intended merger, the Parties agree that initial estimated benchmarks will be re-established once Agricultural Company is established (anticipated in 2017 or 2018).

F. Severability. If any clause, provision or paragraph of this MOU is held to be illegal or invalid by any court, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraph hereof, and this MOU shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

G. Amendments. The terms of the MOU may be modified or waived only by a separate writing signed by each of the parties that expressly modifies or waives any such term.

H. Counterparts. This MOU may be signed in any number of counterparts with the same effect as if each of the signatures were on the same MOU.

I. Notices. All notices, demands and requests which may or are required to be given to another party hereunder shall be given by United States mail to the following addresses:

DuPont Tax
974 Centre Road
P.O. Box 2915
Chestnut Run Plaza Building 735
Wilmington, Delaware 19805

City of Johnston
6221 Merle Hay Road
P.O. Box 410
Johnston, Iowa 50131-0410

J. Assignment. Each party hereby consents to the assignment of all of the benefits and burdens of the MOU by Pioneer to a subsidiary or other affiliate of DuPont or a successor in interest (by merger, sale or otherwise) to DowDuPont's agriculture business, provided that (1) Pioneer shall give written notice of any such assignment to all other parties to this MOU, and (2) such assignee shall have no less financial ability to perform than Pioneer, either in its own right or by virtue of guarantees provided by one or more affiliates. In the event of such assignment, all parties agree that the assignee shall be entitled to obtain all benefits of this MOU in accordance with the terms and conditions stated herein.

K. Entire Agreement. This MOU constitutes the sole and entire agreement of the parties to this MOU with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreement, both written and oral, with respect to such subject matter. This MOU does not, however, in any manner supersede, replace or nullify any prior Agreement for Private Development between the Parties.

L. No Third Party Beneficiaries. This MOU is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.

[Signature Page Follows]

The Parties hereto have caused this MOU to be executed as of the date set forth below.

APPROVED BY: Pioneer Hi-Bred International, Inc.

By: _____

Date: _____

Title: _____

APPROVED BY: City of Johnston, Iowa

By: _____

Date: 2/19/16

Mayor



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Consideration of Resolution No. 16-224—A Resolution approving Change Order No. 7 for the Johnston Community Fiber Optic Phase III project.	ACTION REQUIRED:
	<input type="checkbox"/> Ordinance
	<input checked="" type="checkbox"/> Resolution <i>wbe</i>
	<input checked="" type="checkbox"/> Approval
	<input type="checkbox"/> Receive/File
	<input type="checkbox"/> Attorney Review

SYNOPSIS:

Iowa Signal Inc. has submitted a change order on the Johnston Community Fiber Optic Phase III project.

Change order no. 7 is for the installation of a wall rack in the crown point building

FISCAL IMPACT

Change order amount \$ 275.00

RECOMMENDATION:

Approval

Motion by _____, seconded by _____, Consideration of Resolution No. 16-224-A Resolution approving Change Order No. 7 for the Johnston Community Fiber Optic Phase III project.

ROLL CALL VOTE:

	AYE	NAY	ABSENT	ABSTAIN
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Brown	_____	_____	_____	_____
Temple	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____

RESOLUTION NO. 16-224

**A RESOLUTION APPROVING CHANGE ORDER NO. 7 FOR JOHNSTON
COMMUNITY FIBER OPTIC PHASE III PROJECT.**

WHEREAS, Nathan Whipple, Construction Administrator, for Foth Infrastructure & Environment, LLC, has reviewed the quantities for the projects construction and recommends modifications, now therefore,

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

Change Order No. 7 is for the installation of a wall mount rack in crown point building.

PASSED AND APPROVED this 17th day of October, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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



Department of Public Works
 6400 Beaver Drive, PO Box 410
 Johnston, IA 50131-0410
 (515) 278-0822 Fax (515) 727-8092

CHANGE ORDER 07

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

Contractor: **Iowa Signal Inc.**
3711 SE Capital Circle
Grimes, IA 50111

Project Title	Johnston Community Fiber Optic Phase III	
Johnston Project File Number	325-FP3	
Foth Project File Number	14J011-01	
Orig. Contract Amount & Date	\$694,860.11	August 1, 2016
Change Order Number	7	
Date	October 4, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS: Installation of a wall mounted rack in Crown Point building.

Item No.	Description	Unit	Unit Price	Quantity Adjustment			Value Adjustment		
				Division 1	Division 2	Division 3	Division 1	Division 2	Division 3
8.42	Wall Mount Rack - Crown Point	EA	\$275.00			1	\$0.00	\$0.00	\$275.00
TOTALS							\$0.00	\$0.00	\$275.00

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$694,860.11
Net Change by previously authorized Change Orders	\$42,723.25
The Contract Sum prior to This Change Order was	\$737,583.36
The Contract Sum will be Increased by this Change Order in the amount of	\$275.00
The new Contract Sum including this Change Order will be	\$737,858.36
The Contract Time will be unchanged by	0 Days

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

Prepared By: Foth Infrastructure & Environment, LLC	Recommended By: Iowa Signal Inc.	Checked By: City of Johnston Public Works
Signature: <i>Nathan Whipple</i>	Signature: <i>Wayne Lesley</i>	Signature: _____
Name: Nathan Whipple	Name: Wayne Lesley	Name: _____
Title: Construction Administrator	Title: President	Title: _____
Date: 10/09/2016	Date: 10-5-16	Date: _____

Owner:	City of Johnston	
<input type="checkbox"/> ≤ \$500 Department Director	X _____	Date _____
<input type="checkbox"/> \$501 to \$2,500 City Administrator	X _____	Date _____
<input type="checkbox"/> >	X _____	Date _____
<input type="checkbox"/> > \$2,501 City Council approved or ratified at Council meeting on	X _____	Date _____



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Consideration of Resolution No. 16-227—A Resolution approving Change Order No. 5 for the NW 100 th Street Reconstruction project.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <i>WDE</i> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:

HR Green has submitted a change order on the NW 100th Street Reconstruction project.

Change order no. 5 includes the following:

- Changing the substantial completion date of the project to November 30, 2016
- Changing the final completion date on the project to June 30, 2017.

FISCAL IMPACT

Total of change order \$0
The funds for this change order are located within the project fund.

RECOMMENDATION:

Approval

Motion by _____, seconded by _____, Consideration of Resolution No. 16-227-A Resolution approving Change Order No. 5 for the NW 100th Street Reconstruction project.

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

RESOLUTION NO. 16-227

**A RESOLUTION APPROVING CHANGE ORDER NO. 5 FOR THE
NW 100th STREET RECONSTRUCTION PROJECT.**

WHEREAS, Chad Mason, Project Manager, for Howard R Green, 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. 5 is to extend the substantial completion date of the project to November 30, 2016 and the final completion date to June 30, 2017.

PASSED AND APPROVED this 17th day of October, 2016.

Mayor, Paula Dierenfeld

ATTEST:

Cyndee Rhames, City Clerk

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

CHANGE ORDER



CITY OF JOHNSTON
 Department of Public Works
 6400 NW Beaver Drive, PO Box 410
 Johnston, IA 50131-0410
 (515) 278-0822 Fax (515) 727-8092

Distribution:
 Owner x
 Engineer x
 Contractor x
 Other

Contractor:

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

Project Title	NW 100th Street Reconstruction	
Johnston Project File Number	359	
Purchase Order Number		
Orig. Contract Amount & Date	\$5,738,005.30	April 6, 2015
Change Order Number	5	
Date	October 13, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS:

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
N/A	Extending dates of substantial and final completion to November 30, 2016, and June 30, 2017, respectively, and redefining substantial completion as follows: substantial completion shall be defined as all paving and pavement marking of NW 100th Street roadway completed and open to vehicular traffic.	N/A	N/A	N/A	N/A
TOTAL					

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$5,738,005.30
Net Change by previously authorized Change Orders	\$38,754.72
The Contract Sum prior to This Change Order was	\$5,776,760.02
The Contract Sum will be increased by this Change Order in the amount of	\$0.00
The new Contract Sum including this Change Order will be	\$5,776,760.02
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)	0.675%
The Contract Time will be changed by	365 days
The date of Final Completion as of the date of this Change Order therefore is	June 30, 2017

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

Contractor:	Staff:	Mayor:
Signature: <i>Mike Uchido</i>	Signature: <i>Chad Mason</i>	City of Johnston
Name: <i>Mike Uchido</i>	Name: <i>Chad Mason</i>	Signature:
Title: <i>PM</i>	Title: <i>Project Manager</i>	Name:
Date: <i>10/13/16</i>	Date: <i>10/13/16</i>	Title:
		Date:



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 15 to Alliance Construction Group in the amount of \$266,489.01 for work completed as of October 7, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval <i>WCC</i></p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 15 in the amount of \$266,489.01 for work completed as of October 7, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.

\$283,276.34 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. 15 is attached.

FISCAL IMPACT

The funds for this payment will come from account 346

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 15

Motion by _____, seconded by _____, Approval of Pay Request No.15 to Alliance Construction Group for work completed as of October 7, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.

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

PAY REQUEST 15



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

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

Division 1 City of Johnston
Division 2 City of Grimes

Project Title: NW 70th Avenue Improvements 98th Street to West City Limits	
Project File Number:	Project Number: 13J020.02
Purchase Order Number:	
Original Contract Amount & Date	\$7,361,434.50 12/21/2015
Notice to Proceed Date 2/29/2016	
Estimated Completion Date 12/16/2016	
Pay Period	9/18/2016 to 10/1/2016
Pay Request Number 15	
Date 10/7/2016	
Contract ID	

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	0.51	0.36	\$10,200.00	\$7,200.00	\$17,400.00
2.2	5.760.67170	2010-D-1000	TOPSOIL, ON SITE	CY	10,284	965	\$16.00	\$164,544.00	\$15,440.00	4501.00	0.00	\$72,016.00	\$0.00	\$72,016.00
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	34492.00	2331.00	\$275,936.00	\$18,648.00	\$294,584.00
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	16760.03	3244.00	\$83,900.14	\$16,219.98	\$100,020.12
2.5	5.760.67610	2010-G-1018	SUBGRADE PREPARATION, 18 IN.	SY	26,182	0	\$3.50	\$91,637.00	\$0.00	9483.06	0.00	\$33,190.71	\$0.00	\$33,190.71
2.6	5.760.67610	2010-I-1000	MODIFIED SUBBASE	CY	7,264	1,081	\$54.00	\$392,256.00	\$58,374.00	5842.36	1081.00	\$315,487.44	\$58,374.00	\$373,861.44
2.7	5.760.67616	2010-J-1100	REMOVALS, AS PER PLAN	LS	1	0	\$3,200.00	\$3,200.00	\$0.00	1.00	0.00	\$3,200.00	\$0.00	\$3,200.00
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	35.00	0.00	\$1,050.00	\$0.00	\$1,050.00
2.10	5.766.67800	2010-J-3000	REMOVAL OF WATER MAIN	LF	119	0	\$57.00	\$6,783.00	\$0.00	272.00	0.00	\$15,504.00	\$0.00	\$15,504.00
2.11	5.766.67900	2010-K-1008	FILLING & CAPPING OF PIPE, WATER MAIN, 8 IN.	LF	84	0	\$31.00	\$2,604.00	\$0.00	84.00	0.00	\$2,604.00	\$0.00	\$2,604.00
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	1274.00	0.00	\$31,850.00	\$0.00	\$31,850.00
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	178.00	0.00	\$6,230.00	\$0.00	\$6,230.00
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	5.766.67670	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	5.766.67670	4010-E-1004	SANITARY SEWER SERVICE STUB, TRENCHED, 4 IN.	LF	129	0	\$175.00	\$22,575.00	\$0.00	163.00	0.00	\$28,525.00	\$0.00	\$28,525.00
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	302.75	164.25	\$49,093.75	\$20,531.25	\$69,625.00
4.4	5.760.67650	4020-A-1330	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	166	129	\$250.00	\$41,500.00	\$32,000.00	168.50	130.50	\$42,125.00	\$32,625.00	\$74,750.00
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	267.50	182.50	\$58,850.00	\$42,350.00	\$101,200.00
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	809.00	0.00	\$291,240.00	\$0.00	\$291,240.00
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	968.00	0.00	\$329,120.00	\$0.00	\$329,120.00
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	623.00	0.00	\$177,555.00	\$0.00	\$177,555.00
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	1623.25	200.75	\$170,441.25	\$21,078.75	\$191,520.00
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	82.00	22.00	\$11,500.00	\$2,750.00	\$14,250.00
4.11	5.760.67650	SPECIAL	STORM SEWER, TRENCHED, DIP, 24 IN.	LF	12	0	\$700.00	\$8,400.00	\$0.00	12.00	0.00	\$8,400.00	\$0.00	\$8,400.00
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	751.00	0.00	\$37,550.00	\$0.00	\$37,550.00
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	547.00	0.00	\$41,025.00	\$0.00	\$41,025.00
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	3.50	0.50	\$5,250.00	\$750.00	\$6,000.00
4.16	5.760.67650	4030-B-1354	PIPE APRON, CONCRETE, 54 IN.	EA	2	0	\$5,000.00	\$10,000.00	\$0.00	2.00	0.00	\$10,000.00	\$0.00	\$10,000.00
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	2812.00	503.00	\$36,558.00	\$6,539.00	\$43,096.00
4.18	5.760.67650	4040-A-2006	SUBDRAIN, HDPE, CASE A, 6 IN.	LF	431	65	\$13.00	\$5,603.00	\$845.00	609.00	65.00	\$7,917.00	\$845.00	\$8,762.00
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	8.50	2.50	\$4,250.00	\$1,250.00	\$5,500.00
4.21	5.760.67650	4040-C-1020	SUBDRAIN CLEANOUT, TYPE B	EA	1.75	0.25	\$900.00	\$1,575.00	\$225.00	0.75	0.25	\$675.00	\$225.00	\$900.00
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	25.25	4.75	\$9,837.50	\$1,662.50	\$10,500.00
4.23	5.760.67650	SPECIAL	FIELD TILE, PVC, UNSPECIFIED DIA.	LF	250	250	\$20.00	\$5,000.00	\$5,000.00	98.50	0.00	\$1,970.00	\$0.00	\$1,970.00
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	0.48	0.34	\$7,680.00	\$5,440.00	\$13,120.00
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	663.00	0.00	\$29,835.00	\$0.00	\$29,835.00
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	214.00	0.00	\$14,980.00	\$0.00	\$14,980.00
5.3	5.766.67800	5010-A-1106	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 8 IN.	LF	40	0	\$85.00	\$3,400.00	\$0.00	40.00	0.00	\$3,400.00	\$0.00	\$3,400.00
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	337.00	0.00	\$26,960.00	\$0.00	\$26,960.00
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	257.00	0.00	\$38,550.00	\$0.00	\$38,550.00
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	288.00	0.00	\$86,400.00	\$0.00	\$86,400.00
5.7	5.766.67800	5010-C-2000	WATER MAIN FITTINGS	LB	4,314	0	\$7.00	\$30,198.00	\$0.00	4974.00	0.00	\$34,818.00	\$0.00	\$34,818.00
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	3.00	0.00	\$13,800.00	\$0.00	\$13,800.00
5.9	5.766.67800	SPECIAL	YARD HYDRANT ASSEMBLY	EA	2	0	\$2,000.00	\$4,000.00	\$0.00	2.00	0.00	\$4,000.00	\$0.00	\$4,000.00
5.10	5.766.67800	5020-A-1008	VALVE, GATE, 8 IN.	EA	1	0	\$1,500.00	\$1,500.00	\$0.00	1.00	0.00	\$1,500.00	\$0.00	\$1,500.00
5.11	5.766.67800	5020-A-1012	VALVE, GATE, 12 IN.	EA	5	0	\$2,500.00	\$12,500.00	\$0.00	6.00	0.00	\$15,000.00	\$0.00	\$15,000.00
5.12	5.766.67800	5020-A-1016	VALVE, GATE, 16 IN.	EA	2	0	\$6,500.00	\$13,000.00	\$0.00	2.00	0.00	\$13,000.00	\$0.00	\$13,000.00
5.13	5.766.67800	SPECIAL	REMOVAL OF FIRE HYDRANT ASSEMBLY	EA	5	0	\$2,500.00	\$12,500.00	\$0.00	5.00	0.00	\$12,500.00	\$0.00	\$12,500.00
5.14	5.766.67800	5020-C-1000	FIRE HYDRANT ASSEMBLY	EA	7	0	\$5,000.00	\$35,000.00	\$0.00	7.00	0.00	\$35,000.00	\$0.00	\$35,000.00
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	1.00	\$17,500.00	\$3,500.00	\$21,000.00
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	1.00	0.00	\$1,000.00	\$0.00	\$1,000.00
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	5.738.67670	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	5.730.67650	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	2.75	0.25	\$3,500.00	\$9,625.00	\$875.00	2.00	0.25	\$7,000.00	\$875.00	\$7,875.00
6.3	5.730.67650	6010-A-1560	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.25	0.75	\$5,000.00	\$6,250.00	\$3,750.00	1.25	0.75	\$6,250.00	\$3,750.00	\$10,000.00
6.4	5.730.67650	6010-A-1572	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	0.75	0.25	\$7,000.00	\$5,250.00	\$1,750.00	0.75	0.25	\$5,250.00	\$1,750.00	\$7,000.00
6.5	5.730.67650	6010-A-1596	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA	2	0	\$30,000.00	\$60,000.00	\$0.00	2.00	0.00	\$60,000.00	\$0.00	\$60,000.00
6.6	5.730.67650	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA	9.5	0.5	\$2,500.00	\$23,750.00	\$1,250.00	8.00	1.00	\$20,000.00	\$2,500.00	\$22,500.00
6.7	5.730.67650	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	5.730.67650	6010-B-1502	INTAKE, SW-502, 48 IN.	EA	3.75	0.25	\$3,500.00	\$13,125.00	\$875.00	3.75	0.25	\$13,125.00	\$875.00	\$14,000.00
6.9	5.730.67650	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA	4.50	1.50	\$3,800.00	\$17,100.00	\$5,700.00	5.00	1.00	\$19,000.00	\$3,800.00	\$22,800.00
6.10	5.730.67650	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD. 1	EA	4	0	\$8,000.00	\$32,000.00	\$0.00	1.75	0.00	\$14,000.00	\$0.00	\$14,000.00
6.11	5.730.67650	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD. 2	EA	5	0	\$8,000.00	\$40,000.00	\$0.00	5.00	0.00	\$40,000.00	\$0.00	\$40,000.00
6.12	5.730.67650	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	3	0	\$3,500.00	\$10,500.00	\$0.00	1.50	0.50	\$5,250.00	\$1,750.00	\$7,000.00
6.13	5.730.67650	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EA	5	2	\$6,000.00	\$30,000.00	\$12,000.00	2.00	1.00	\$12,000.00	\$6,000.00	\$18,000.00
6.14	5.730.67650	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506, MOD. 1	EA	1	0	\$13,000.00	\$13,000.00	\$0.00	1.00	0.00	\$13,000.00	\$0.00	\$13,000.00
6.15	5.730.67650	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506, MOD. 2	EA	3	0	\$13,000.00	\$39,000.00	\$0.00	3.00	0.00	\$39,000.00	\$0.00	\$39,000.00
6.16	5.730.67650	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	2.50	1.50	\$10,000.00	\$6,000.00	\$16,000.00
6.17	5.730.67650	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	5.730.67650	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 8' x 6', MOD. 1	EA	1	0	\$7,500.00	\$7,500.00	\$0.00	1.00	0.00	\$7,500.00	\$0.00	\$7,500.00
6.19	5.730.67650	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	5.730.67650	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	5.730.67650	6010-H-1000	REMOVE MANHOLE OR INTAKE	EA	15.50	1.50	\$700.00	\$10,850.00	\$1,050.00	14.50	1.50	\$10,150.00	\$1,050.00	\$11,200.00

DIVISION 7 - STREETS & RELATED WORK

7.1	5.730.67610	7010-A-1060	PAVEMENT, PCC, CLASS C-QMC, 9 IN.	SY	27.762	2.567	\$64.20	\$1,782,320.40	\$164,801.40	19978.43	2398.21	\$1,282,615.21	\$153,836.88	\$1,436,451.89
7.2	5.730.67610	SPECIAL	COLORED PAVEMENT, PCC, CLASS C, 9 IN.	SY	755	38	\$135.00	\$101,925.00	\$5,130.00	385.49	104.33	\$52,041.15	\$14,084.55	\$66,125.70
7.3	5.730.67610	7010-G-1000	CONCRETE MEDIAN, PAVED, 6 IN.	SY	258.9	0.0	\$85.00	\$22,006.50	\$0.00	224.40	0.00	\$19,074.00	\$0.00	\$19,074.00
7.4	5.730.67610	7010-G-2000	CONCRETE MEDIAN, DOWELLED	SY	29.1	2.4	\$135.00	\$3,928.50	\$324.00	20.30	2.40	\$2,740.50	\$324.00	\$3,064.50
7.5	5.730.67610	7010-G-1000	PCC PAVEMENT SAMPLES AND TESTING	LS	0.586	0.414	\$15,000.00	\$8,790.00	\$6,210.00	0.37	0.39	\$5,550.00	\$5,850.00	\$11,400.00
7.6	5.730.67610	7010-J-1000	GRANULAR SURFACING	TON	65	0	\$40.00	\$2,600.00	\$0.00	188.09	0.00	\$7,523.60	\$0.00	\$7,523.60
7.7	5.730.67612	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	5.730.67610	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	5.730.67612	7030-C-1005	SHARED USE PATH, PCC, 5 IN.	SY	4,200	379	\$32.00	\$134,688.00	\$12,128.00	583.01	379.00	\$18,016.32	\$12,128.00	\$30,144.32
7.10	5.730.67612	7030-E-1004	SIDEWALK, PCC, 4 IN.	SY	352	14	\$32.00	\$11,264.00	\$448.00	38.18	12.72	\$1,221.78	\$407.04	\$1,628.80
7.11	5.730.67612	7030-E-1006	SIDEWALK, PCC, 6 IN.	SY	367	75	\$45.00	\$16,515.00	\$3,375.00	156.77	48.05	\$7,054.65	\$2,072.25	\$9,126.90
7.12	5.730.67612	7030-G-1000	DETECTABLE WARNINGS	SF	400	60	\$45.00	\$18,000.00	\$3,600.00	161.50	40.00	\$7,267.50	\$1,800.00	\$9,067.50
7.13	5.730.67610	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	5.730.67610	7030-H-2000	GRANULAR SURFACING FOR DRIVEWAYS	TON	517	0	\$35.00	\$18,095.00	\$0.00	31.51	0.00	\$1,102.85	\$0.00	\$1,102.85
7.15	5.730.67610	7040-H-1000	PAVEMENT REMOVAL	SY	23,124	1,455	\$10.00	\$231,240.00	\$14,550.00	22492.65	1455.00	\$224,926.50	\$14,550.00	\$239,476.50
7.16	5.730.67610	SPECIAL	TEMPORARY PAVEMENT, 6 IN.	SY	4,020	0	\$42.00	\$168,840.00	\$0.00	2559.34	0.00	\$107,492.28	\$0.00	\$107,492.28
7.17	5.730.67610	SPECIAL	TRANSITION PAVEMENT	SY	1,089	0	\$50.00	\$53,450.00	\$0.00	1053.05	0.00	\$52,652.50	\$0.00	\$52,652.50

DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL														
8.1	5.760.67611	8010-B-2000	POSTS FOR SIGNS, STEEL	LF	883	82	\$10.00	\$8,830.00	\$820.00	81.00	45.00	\$810.00	\$450.00	\$1,260.00
8.2	5.760.67611	8010-B-4000	TYPE A SIGNS	SF	380.70	31.80	\$25.00	\$9,517.50	\$795.00	33.40	21.40	\$835.00	\$535.00	\$1,370.00
8.3	5.760.67611	8010-C-1000	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	108.71	1.89	\$80.00	\$8,696.80	\$151.20	89.02	1.89	\$5,521.80	\$151.20	\$5,672.80
8.4	5.760.67611	8010-C-1010	PAINTED PAVEMENT MARKINGS, DURABLE	STA	96.56	13.83	\$125.00	\$12,070.00	\$1,728.75	20.83	13.23	\$2,578.75	\$1,653.75	\$4,232.50
8.5	5.760.67611	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	5.760.67611	8010-C-1070	GROOVES CUT FOR PAVEMENT MARKINGS	STA	96.56	13.83	\$75.00	\$7,242.00	\$1,037.25	20.83	13.23	\$1,547.25	\$992.25	\$2,539.50
8.7	5.760.67611	8010-C-1080	PAVEMENT MARKINGS REMOVED	STA	20.12	4.25	\$60.00	\$1,207.20	\$255.00	19.35	0.00	\$1,161.00	\$0.00	\$1,161.00
8.8	5.760.67611	8010-C-2010	PAINTED SYMBOLS & LEGENDS, DURABLE	EA	30	3	\$200.00	\$6,000.00	\$600.00	6.00	3.00	\$1,200.00	\$600.00	\$1,800.00
8.9	5.760.67611	8010-C-2070	GROOVES CUT FOR SYMBOLS & LEGENDS	EA	30	3	\$125.00	\$3,750.00	\$375.00	6.00	3.00	\$750.00	\$375.00	\$1,125.00
8.10	5.760.67611	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	0.588	0.414	\$310,000.00	\$181,680.00	\$128,340.00	0.50	0.35	\$155,000.00	\$108,500.00	\$263,500.00
8.12	5.760.67615	SPECIAL	PORTABLE DYNAMIC MESSAGE SIGN	CDA	30	10	\$75.00	\$2,250.00	\$750.00	25.00	8.00	\$1,875.00	\$600.00	\$2,475.00
8.13	5.760.67611	SPECIAL	CONDUIT, HDPE, 2 IN.	LF	9,855	0	\$8.00	\$78,840.00	\$0.00	8960.00	0.00	\$71,840.00	\$0.00	\$71,840.00
8.14	5.760.67611	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	5.760.67611	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	5.760.67611	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	5.760.67611	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	5.760.67611	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	5.760.67611	SPECIAL	GROUND WIRE	LF	180	0	\$2.00	\$360.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
8.20	5.760.67611	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	5.760.67611	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	5.760.67611	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	5.760.67611	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	5.760.67611	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	5.760.67611	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 A)	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	0.61	0.00	\$915.00	\$0.00	\$915.00
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	0.47	0.33	\$1,880.00	\$1,320.00	\$3,200.00
9.7	5.760.67170	9040-D-1012	FILTER SOCKS, 12 IN., INSTALLATION	LF	600	0	\$3.00	\$1,800.00	\$0.00	1540.00	0.00	\$4,620.00	\$0.00	\$4,620.00
9.8	5.760.67170	9040-D-2012	FILTER SOCKS, 12 IN., MAINTENANCE AND REMOVAL	LF	600	0	\$1.00	\$600.00	\$0.00	170.00	0.00	\$170.00	\$0.00	\$170.00
9.9	5.760.67170	9040-J-5000	RIP RAP, CLASS E	TON	50	0	\$70.00	\$3,500.00	\$0.00	64.97	0.00	\$4,547.90	\$0.00	\$4,547.90
9.10	5.760.67170	9040-N-1000	SILT FENCE, INSTALLATION	LF	6,992	1,029	\$2.00	\$13,984.00	\$2,058.00	1670.00	0.00	\$3,340.00	\$0.00	\$3,340.00
9.11	5.760.67170	9040-N-3000	SILT FENCE, REMOVAL	LF	5,127	761	\$0.50	\$2,563.50	\$360.50	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	0.30	0.00	\$120.00	\$0.00	\$120.00
9.13	5.760.67170	9040-T-1000	INLET PROTECTION DEVICE, INSTALLATION	EA	45	7	\$150.00	\$6,750.00	\$1,050.00	30.00	7.00	\$4,500.00	\$1,050.00	\$5,550.00
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	1.00	0.00	\$3,000.00	\$0.00	\$3,000.00
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	4.00	0.00	\$2,860.00	\$0.00	\$2,860.00
CO 1.3	5.760.67670	8010	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	8595.00	890.00	\$84,290.80	\$5,161.20	\$89,451.80
CHANGE ORDER - 3														
CO 3.1	5.760.67615	8010	ADDITIONAL SIGNAGE - HAIR SALON	EA	6	0	\$135.00	\$810.00	\$0.00	6.00	0.00	\$810.00	\$0.00	\$810.00
CHANGE ORDER - 4														
CO 4.1	N/A	N/A	COMPLETION DATE EXTENDED TO DECEMBER 16, 2016	N/A	0	0	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
								SUBTOTAL	\$6,755,176.40	\$687,846.60		\$5,070,747.41	\$594,779.40	\$5,665,526.81
MATERIALS STORED SUMMARY														
Description				# of Units		Total Units	Unit Price	Div. 1 Ext. Cost	Div. 2 Ext. Cost	Total Cost				
				Div. 1	Div. 2									
								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		\$810.00	
Revised Contract Price		\$7,443,023.00	\$5,665,526.81
Materials Stored			\$0.00
Retainage (5%)			\$283,276.34
Total Earned Less Retainage			\$5,382,250.47
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	\$349,530.17	
	Pay Request 6	\$399,866.63	
	Pay Request 7	\$790,914.90	
	Pay Request 8	\$381,697.46	
	Pay Request 9	\$129,476.31	
	Pay Request 10	\$330,467.04	
	Pay Request 11	\$308,464.19	
	Pay Request 12	\$499,107.98	
	Pay Request 13	\$962,285.89	
	Pay Request 14	\$219,476.83	
	Pay Request 15		
	Pay Request 16		
Total Previously Approved			\$5,115,761.46
Amount Due This Request			\$266,489.01
Percent Complete			76.1%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			75.8%

The amount **\$266,489.01** 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	\$2,815,471.89
5.760.67612	SIDEWALK	\$49,967.52
5.760.67615	TRAFFIC CONTROL	\$267,885.00
5.760.67611	TRAFFIC SIGNAL	\$103,500.80
5.760.67170	STREETSCAPE	\$127,167.90
5.760.67650	STORM DRAINAGE	\$1,770,507.00
5.766.67800	WATER MAIN, HYDRANT	\$418,931.00
5.768.67670	SANITARY SEWER	\$103,035.70
5.760.67616	UTILITY RELOCATION	\$9,080.00
		\$5,665,526.81 CHECK

Contractor: Alliance Construction Group Signature:  Name: Jason DeGraff Title: Project Manager Date: 10/7/16	Recommended By: Foth Infrastructure & Environment Signature:  Name: Patrick Kueter Title: Senior Project Manager Date: 10/10/16	Checked By: City of Johnston Signature: Name: Title: Date:
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OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Consider proposal from MidAmerican Energy for the installation of street lights on the NW 54 th Ave & NW 100 th Street project.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>Woe</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:	<p>Staff has received a proposal from MidAmerican Energy to install new street lights on the NW 54th Ave & NW 100th Street project.</p> <p>The charge is for the installation of 9 street lights on galvanized steel poles with 6' arms.</p> <p>The cost is included in the project bid costs.</p>
FISCAL IMPACT	<p>Total of proposal \$49,603.73</p> <p>Funds are available in project account.</p>
RECOMMENDATION:	<p>Approve proposal from MidAmerican Energy</p>

Motion by _____, seconded by _____, Consider proposal from MidAmerican Energy for the installation of new street lights on the NW 54th Ave & NW 100th Street project.

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



MidAmerican Energy
10510 Douglas Ave,
Urbandale, IA 50322

9/26/2016

City of Johnston
Attention: Dave Cubit
6400 NW Beaver Dr,
Johnston, IA 50131

Dear Mr. Cubit:

Enclosed are a set of our streetlight proposal for NW 100th and NW 54th. We propose to:

Install:	9	250W Type 2	LED Equiv. streetlights on galvanized steel poles w/ 6' arms. 31' nominal mounting height
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These lights will be installed on galvanized poles and served by underground conductors and will be billed to the city at the wood pole, overhead rate. The applicant charge for this work will be \$49,603.73.

MidAmerican Energy Company's street light proposal is based on the approved street light analysis provided by the City. MidAmerican Energy Company will install the lights based on the staked locations provided in the field by the customer.

If MidAmerican Energy is required to start construction of underground facilities during the winter season, the work may be subject to an additional winter construction charge.

If this proposal meets with your approval, please sign and return one (1) copy of this letter and one (1) copy of the print. The other copy is for your file.

Upon receipt of your approval, we will prepare work instructions and schedule the installation of these lights. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

If you have any questions, please contact me at (515) 252-6565.

Sincerely,
MidAmerican Energy Company

Michael Younts
Customer Technician

Enclosures

Accepted By: _____

Date: _____ Date Service Required: _____



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

10/17/2016

SUBJECT: Approval of State Revolving Fund-Planning & Design Loan Application to Design a Water Booster Station

ACTION REQUIRED:

Ordinance
 Resolution
 Approval *Wae*
 Receive/File
 Attorney Review

SYNOPSIS

The replacement of the NW Beaver Drive Booster Station is part of the 2014 Comprehensive Water System Master Plan. The city is currently under contract with HR Green Inc. to design the replacement water booster station.

The city plans to finance the project by utilizing the Iowa State Revolving Fund (SRF) Program. The design of the water booster station will be financed by using the Iowa State Revolving Fund-Planning and Design Loan (SRF-P&D). SRF-P&D loan terms are as following; 0% interest for up to 3 years, no initiation or serving fees, no minimum or maximum loan amount, and loans may be rolled into a SRF Construction Loan

By using the SRF-P&D loan this allows the department to cash flow the project interest free during the design stages of the project.

FISCAL IMPACT

Not-to-Exceed \$500,000

RECOMMENDATION

Staff recommends the council to approve the water department to apply for a SRF-P&D loan not to exceed \$500,000.00.

Planning & Design Loan Application



Applicant: City of Johnston, Iowa__

Tax ID Number: 42-6151614

Contact person/Title: Shane Kinsey, Water & Sewer Superintendent

Address: 6400 NW Beaver Dr

City Johnston__ State: IA County Polk Zip Code: 50131

Telephone Number: 515-331-8097 Fax Number: 515-334-8029

E-mail address: skinsey@cityofjohnston.com

Clean Water SRF NPDES Number: _____

Drinking Water SRF PWSID Number: 7740011

Please write a brief description of the proposed project: The project includes a new water booster pumping station, backup power generator, and 3,000 linear feet of 16-inch suction and discharge mains to supplement the capacity of the existing NW Beaver pumping station to supply water from the Main Pressure Zone to the NW Beaver Pressure Zone. In addition, 1,600 linear feet of 16-inch main will be installed to connect the West and NW Beaver Pressure Zones.

Is the system under any regulatory compliance order? Yes No

What is the expected construction start date? April 2017

What is the expected project completion date? April 2018

How many people are served by the system? 20,460

Planning & Design Cost Breakdown

Administrative & Legal expenses	\$ 5,000
Engineering Planning & Design expenses	\$ 320,000
Land (Drinking Water ONLY)	\$ 150,000
Archaeological/Environmental	\$ 0
Other- Specify Realtor Fees	\$ 25,000
_____	\$ _____
Total Planning & Design Costs	\$ 500,000
Planning & Design Loan Request	\$ 500,000

PROFESSIONAL CONSULTANTS

Project Engineer: HR Green, Inc. ___
 Name of Contact Person: Heath Picken, P.E.
 Mailing Address: 5525 Merle Hay Rd, Suite 200
 City, State, and Zip Code: Johnston, IA 50131
 Telephone Number: 515-657-5256
 E-mail address: hpicken@hrgreen.com

Bond Counsel: Ahlers & Cooney
 Name of Contact Person: R. Mark Corey
 Mailing Address: 100 Court Avenue Suite 600
 City, State, and Zip Code: Des Moines, IA 50309
 Telephone Number: 515-243-7611
 E-mail address: mcory@ahlerslaw.com

Financial Advisor: The PFM Group
 Name of Contact Person: Matthew Stoffel
 Mailing Address: 801 Grand Ave. S
 City, State, and Zip Code: Des Moines, IA50309
 Telephone Number: 515-724-5737
 E-mail address: stoffelm@pfm.com

What is the anticipated method or methods of permanently financing the proposed project?

- State Revolving Fund Loan (SRF Construction Loan)
- Community Development Block Grant (CDBG)
- USDA/Rural Development (RD) Grant and/or Loan
- Other

System Utilization for the most recent year:	Number of Connections	Annual Revenue	Percentage of System Annual Usage
Residential	6,332	\$3,435,607.98	72%
Commercial	299	\$1,657,004.67	25%
Industrial	0	0	0
Other	47	\$224,004.71	3%
Unmetered	0	0	0
Total	6,678	\$5,316,617.36	100%

The applicant must enclose (or email) its most recent financial statement with the completed application. (If your financial information is available online, you may just provide a link.)

The undersigned is duly authorized to request this loan on behalf of the Applicant. The Applicant declares under penalty of law that all facts given and information attached are true and correct. The Applicant authorizes IFA to verify all information.

Authorized Signature _____ Date _____

Typed Name and Title Jim Sanders City Administrator



OFFICE OF THE CITY ADMINISTRATOR
 Johnston, Iowa
 AGENDA COMMUNICATION
 10/17/2016

SUBJECT: Purchase 10 Grinder Tank Systems for Municipal Supply, Inc.

ACTION REQUIRED:
 Ordinance
 Resolution
 Approval *WBE*
 Receive/File
 Attorney Review

SYNOPSIS

The sewer department maintains the grinder tank systems for properties that are served by the NW Beaver Drive Sanitary Sewer System. Residents are required to purchase their grinder tank systems from the city.

The sewer department maintains an inventory of grinder tanks for new installations. To restock the departments inventory of grinder tanks. Quotes were requested from Municipal Supply, Inc., Quality Pump & Control, and Quality Flow of Iowa. Municipal Supply, Inc. provided the lowest apparent quote of \$4,671.90 per pump.

Municipal Supply, Inc. offered a freight costs to be \$950.00 if the city would agree to purchase 10 grinder stations at once. Freight for each individual grinder tank system would be \$450.00. By ordering 10 grinder tank systems the city would experience a cost savings of \$3,550.00.

FISCAL IMPACT

631-5.815.65121 \$47,669.00

RECOMMENDATION

Staff recommends that the council approve the purchase of 10 Grinder Tank Stations from Municipal Supply, Inc. for the dollar amount of \$47,669.00

TELEPHONE QUOTATION

City of Johnston
 Department of Public Works
 6400 NW Beaver Dr., P.O. Box 410
 Johnston, Iowa 50131-0410
 Phone 278-0822 Fax 727-8092

Telephone Quotations are required for purchases over \$500. All telephone quotations must be submitted legibly and in ink on this form. A minimum of 3 quotations is required.

Date	10/11/2016	Vendor Company Name	Municipal Supply, Inc.	Quality Pump & Control	Quality Pump & Control	Quality Flow of Iowa	Quality Flow of Iowa	
		Vendor Representative Name	Darwin Bengford	Kit Alcorn	Kit Alcorn	Shawn Stevenson	Shawn Stevenson	
		Vendor Phone Number	515-262-1300	641-422-0441	641-422-0441	515-708-4272	515-708-4272	
Item No.	Qty.	Complete Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
	10	Grinder Tank System	\$ 4,671.90	\$46,719.00	\$ 5,685.00	\$56,850.00	\$ 5,200.00	\$52,000.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
				\$0.00		\$0.00		\$0.00
Add Freight charge if applicable				950	TBD		Included in Cost	0
Add Delivery/Completion charge if applicable								
Add Warranty cost if applicable								
Total				\$47,669.00	\$56,850.00			\$52,000.00
Comments:								
Award To			PO#		Requested By		Approved By	



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 11 Rognes Corporation in the amount of \$11,303.61 for work completed as of October 6, 2016 on E of Merle Hay Road NW 60th Ave Improvements project- Phase 4A.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval <i>WDE</i></p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 11 in the amount of \$11,303.61 work completed as of October 6, 2016 on the E of Merle Hay Road NW 60th Ave Improvements project – phase 4A.

\$54,120.04 of the value of completed work has been retained so far.

Nathan Whipple, Construction Administrator, with Foth Infrastructure & Environment LLC 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. 11 is attached.

FISCAL IMPACT

The funds for this payment will come from account 334

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 11

Motion by _____, seconded by _____, Approval of Pay Request No.11 to Rogness Corporation for work completed as of October 6, 2016 on the E of Merle Hay Road NW 60th Ave Improvements Project – phase 4A.

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



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

PAY REQUEST 11

Contractor:

Rognes Corp.
 720 SW Goodwin Street
 Ankeny, IA 50023

Project Title	NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) From Merle Hay Rd to 667 ft East of Merle Hay Rd		
City of Johnston Project File No.		Project Number	15J005.01
Purchase Order Number			
Orig. Contract Amount & Date	\$1,159,402.45	1/28/2016	
Notice to Proceed Date	5/2/2016		
Estimated Completion Date	9/30/2016		
Pay Period	9/23/2016	to	10/7/2016
Pay Request Number	11		
Date	10/6/2016		
Contract ID			

BID ITEMS									
Item No.	Fund.Dept.Object No.	Item Code	Description	Unit	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE									
2.1	5.760.67170	2010-C-1000	CLEARING AND GRUBBING	LS	1	\$100,000.00	\$100,000.00	1.00	\$100,000.00
2.2	5.760.67170	2010-D-1000	TOPSOIL, ON-SITE	CY	519	\$12.00	\$6,228.00	519.00	\$6,228.00
2.3	5.760.67170	2010-D-3000	TOPSOIL, FURNISH	CY	250	\$35.00	\$8,750.00	315.00	\$11,025.00
2.4	5.760.67610	2010-E-1000	EXCAVATION, CLASS 10	CY	1,743	\$18.00	\$31,374.00	1743.00	\$31,374.00
2.5	5.760.67610	2010-F-1012	REMOVAL OF UNSUITABLE MATERIAL, CORE OUT	CY	275	\$35.00	\$9,625.00	65.70	\$2,299.50
2.6	5.760.67610	2010-G-1012	SUBGRADE PREPARATION, 12 IN.	SY	2,708	\$5.95	\$16,112.60	2708.00	\$16,112.60
2.7	5.760.67610	2010-H-1018	SUBGRADE TREATMENT, FLY ASH	SY	800	\$5.95	\$4,760.00	0.00	\$0.00
2.8	5.760.67610	2010-H-2018	FLY ASH	TON	81	\$45.00	\$3,645.00	0.00	\$0.00
2.9	5.760.67610	2010-I-1006	MODIFIED SUBBASE, 6 IN.	SY	2,708	\$12.95	\$35,068.60	2708.00	\$35,068.60
2.10	5.760.67616	2010-J-1000	REMOVALS, AS PER PLAN	LS	1	\$5,500.00	\$5,500.00	1.00	\$5,500.00
2.11	5.760.67170	2010-J-1200	REMOVAL AND RELOCATION OF MAILBOX	EA	8	\$350.00	\$2,800.00	8.00	\$2,800.00
2.12	5.766.67800	2010-J-3000	REMOVAL OF WATER MAIN	LF	705	\$12.50	\$8,812.50	645.00	\$8,062.50
2.13	5.760.67170	2010-J-5000	PARK BENCH, REMOVE AND SALVAGE	LS	1	\$500.00	\$500.00	0.00	\$0.00

2.14	5.766.67800	2010-K-1000	ABANDONMENT OF WATER MAIN	LF	72	\$25.00	\$1,800.00	0.00	\$0.00
2.15	5.760.67170		RED BRICK DRIVEWAY STONE, REMOVE AND SALVAGE	TON	75	\$30.00	\$2,250.00	75.00	\$2,250.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION									
3.1	5.760.67650	3010-E-1000	POROUS BACKFILL, 1" CLEAN	TON	160	\$38.00	\$6,080.00	160.00	\$6,080.00
3.2	5.760.67650	3010-E-3000	POROUS BACKFILL, 3" CLEAN	TON	12	\$38.00	\$456.00	12.00	\$456.00
3.3	5.760.67650	3010-E-1325	SEPERATION LAYER, POROUS, 3/8" CLEAN	TON	2	\$400.00	\$800.00	2.00	\$800.00
3.4	5.760.67650		BIORETENTION BASIN PLANTING MEDIUM	CY	15	\$350.00	\$5,250.00	0.00	\$0.00
DIVISION 4 - SEWERS AND DRAINS									
4.1	5.768.67670	4010-A-1006	SANITARY SEWER GRAVITY MAIN, TRENCHED, 6" (INCLUDES DEWATERING)	LF	43	\$128.00	\$5,504.00	43.00	\$5,504.00
4.2	5.768.67670	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" (INCLUDES DEWATERING)	LF	617	\$130.00	\$80,210.00	673.00	\$87,490.00
4.3	5.768.67670	4010-E-1004	SANITARY SEWER SERVICE STUB, 4"	LF	174	\$90.00	\$15,660.00	174.00	\$15,660.00
4.4	5.760.67650	4020-A-1012	STORM SEWER, TRENCHED, PVC, CORRUGATED, SMOOTH INTERIOR, 12 IN.	LF	29	\$120.00	\$3,480.00	29.00	\$3,480.00
4.5	5.760.67650	4020-A-1015	STORM SEWER, TRENCHED, RCP, CL V, 15 IN. (GASKETED)	LF	134	\$130.00	\$17,420.00	129.00	\$16,770.00
4.6	5.760.67650	4020-A-1018	STORM SEWER, TRENCHED, RCP, CL V, 18 IN. (GASKETED)	LF	9	\$160.00	\$1,440.00	18.00	\$2,880.00
4.7	5.760.67650	4020-A-1024	STORM SEWER, TRENCHED, RCP, CL III, 24 IN. (GASKETED)	LF	83	\$150.00	\$12,450.00	86.00	\$12,900.00
4.8	5.760.67650	4020-A-1036	STORM SEWER, TRENCHED, RCP, CL III, 36 IN. (GASKETED)	LF	585	\$205.00	\$119,925.00	577.00	\$118,285.00
4.9	5.760.67650	4020-A-2110	SPECIAL PIPE CONNECTION, STORM SEWER, SW-211	EA	2	\$4,000.00	\$8,000.00	2.00	\$8,000.00
4.10	5.760.67650	4040-E-1012	SPECIAL PIPE CONNECTION, STORM SEWER SERVICE STUB	EA	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
4.11	5.760.67650		FIELD TILE AND FITTINGS, PVC UNSPECIFIED DIA.	LF	150	\$12.00	\$1,800.00	22.00	\$264.00
4.12	5.760.67650	4060-B-1000	VIDEO INSPECTION OF SEWERS	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00
DIVISION 5 - WATER MAIN AND APPURTENANCES									
5.1	5.766.67800	5010-A-1006	WATER MAIN, TRENCHED, PVC C900 DR18, 6 IN.	LF	116	\$60.00	\$6,960.00	135.50	\$8,130.00
5.2	5.766.67800	5010-A-1008	WATER MAIN, TRENCHED, PVC C900 DR18, 8 IN.	LF	647	\$65.00	\$42,055.00	636.00	\$41,340.00
5.3	5.766.67800	5010-A-1108	WATER MAIN, TRENCHED, PVC C900 DR18, 8 IN., RESTRAINED JOINT	LF	80	\$90.00	\$7,200.00	40.00	\$3,600.00
5.4	5.766.67800	5010-B-2008	WATER MAIN, BORED WITH CASING PIPE, 8 IN.	LF	80	\$525.00	\$42,000.00	97.00	\$50,925.00
5.5	5.766.67800	5010-C-1000	WATER MAIN FITTINGS	LB	897	\$9.00	\$8,073.00	969.00	\$8,721.00
5.6	5.766.67800		LIVE TAP W/ 16"x8" TAPPING SLEEVE	EA	1	\$7,800.00	\$7,800.00	1.00	\$7,800.00
5.7	5.766.67800	5010-D-1001	WATER SERVICE, 1 IN.	EA	7	\$1,500.00	\$10,500.00	7.00	\$10,500.00
5.8	5.766.67800	5020-A-1006	VALVE, GATE, 6 IN.	EA	1	\$875.00	\$875.00	2.00	\$1,750.00
5.9	5.766.67800	5020-A-1008	VALVE, GATE, 8 IN.	EA	5	\$1,200.00	\$6,000.00	5.00	\$6,000.00
5.10	5.766.67800	5020-C-1000	FIRE HYDRANT ASSEMBLY	EA	3	\$4,100.00	\$12,300.00	3.00	\$12,300.00
5.11	5.766.67800		REMOVAL OF HYDRANT ASSEMBLY	EA	1	\$900.00	\$900.00	1.00	\$900.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER									
6.1	5.760.67650	6010-A-1301	MANHOLE, SANITARY SEWER, SW-301, 48"	EA	3	\$4,100.00	\$12,300.00	3.00	\$12,300.00
6.2	5.760.67650	6010-A-1401	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00
6.3	5.760.67650	6010-A-2401	MANHOLE, STORM SEWER, SW-401 MODIFIED, 60 IN.	EA	3	\$9,500.00	\$28,500.00	3.00	\$28,500.00
6.4	5.760.67650	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	2	\$3,850.00	\$7,700.00	2.00	\$7,700.00
6.5	5.760.67650	6010-B-1506	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506	EA	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00

6.6	5.760.67650	6010-B-2506	SPECIAL INTAKE, DOUBLE GRATE, SW-506 MODIFIED WQ	EA	2	\$16,250.00	\$32,500.00	2.00	\$32,500.00
6.7	5.760.67650		TEMPORARY INTAKE GROUTING, INSTALL AND REMOVE	EA	2	\$2,500.00	\$5,000.00	0.00	\$0.00
6.8	5.760.67650	6010-E-1000	MANHOLE ADJUSTMENT, MINOR	EA	1	\$1,050.00	\$1,050.00	1.00	\$1,050.00
6.9	5.760.67650	6010-G-1000	CONNECTION TO EXISTING MANHOLE, SANITARY	EA	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
6.10	5.760.67650	6010-G-2000	CONNECTION TO EXISTING MANHOLE, STORM	EA	1	\$4,800.00	\$4,800.00	1.00	\$4,800.00
6.11	5.760.67650	6010-H-1000	REMOVE MANHOLE OR INTAKE	EA	3	\$800.00	\$2,400.00	3.00	\$2,400.00
6.12	5.760.67650		STORMWATER CHAMBERS AND FITTINGS	EA	2	\$9,000.00	\$18,000.00	2.00	\$18,000.00

DIVISION 7 - STREETS & RELATED WORK

7.1	5.760.67610	7010-A-1007	PAVEMENT, PCC, CLASS C, 7 IN.	SY	2,191	\$48.75	\$106,811.25	2000.00	\$97,500.00
7.2	5.760.67610	7010-G-1000	CONCRETE MEDIAN	SY	17	\$80.25	\$1,364.25	17.00	\$1,364.25
7.3	5.760.67610	7020-A-1007	PAVEMENT, HMA, 6 IN.	SY	330	\$50.25	\$16,582.50	330.00	\$16,582.50
7.4	5.760.67612	7030-A-1000	REMOVAL OF SIDEWALK AND SHARED USE PATH	SY	779	\$9.00	\$7,011.00	779.00	\$7,011.00
7.5	5.760.67610	7030-A-2000	REMOVAL OF DRIVEWAY	SY	89	\$8.50	\$756.50	89.00	\$756.50
7.6	5.760.67612	7030-C-1006	SHARED USE PATH, PCC, 6 IN.	SY	698	\$40.50	\$28,269.00	698.00	\$28,269.00
7.7	5.760.67612	7030-D-1006	SPECIAL SUBGRADE PREP FOR SHARED USE PATH	SY	1,042	\$12.00	\$12,504.00	1042.00	\$12,504.00
7.8	5.760.67612	7030-E-1004	SIDEWALK, PCC, 4 IN.	SY	31	\$38.50	\$1,193.50	31.00	\$1,193.50
7.9	5.760.67612	7030-E-1006	SIDEWALK, PCC, 6 IN.	SY	123	\$45.50	\$5,596.50	123.00	\$5,596.50
7.10	5.760.67612	7030-G-1000	DETECTABLE WARNINGS	SF	144	\$42.25	\$6,084.00	144.00	\$6,084.00
7.11	5.760.67610	7030-H-1006	DRIVEWAY, PAVED, 6 IN.	SY	372	\$42.25	\$15,717.00	372.00	\$15,717.00
7.12	5.760.67610	7030-H-1007	DRIVEWAY, PAVED, 7 IN.	SY	341	\$45.25	\$15,430.25	0.00	\$0.00
7.13	5.760.67610	7030-H-2006	DRIVEWAY, GRANULAR (CLASS A)	TON	41	\$28.00	\$1,148.00	41.00	\$1,148.00
7.14	5.760.67610	7030-H-2009	DRIVEWAY, GRANULAR (RED BRICK STONE)	TON	60	\$65.00	\$3,900.00	60.00	\$3,900.00
7.15	5.760.67610	7040-A-1000	FULL DEPTH PATCH, PCC	SY	134	\$78.50	\$10,519.00	61.67	\$4,841.10
7.16	5.760.67610	7040-H-1000	PAVEMENT REMOVAL	SY	2,100	\$10.00	\$21,000.00	2100.00	\$21,000.00
7.17	5.760.67610		TEMPORARY GRANULAR SURFACING	TON	800	\$38.00	\$30,400.00	293.45	\$11,151.10

DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL

8.1	5.760.67615		TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00
8.2	5.760.67615		PAINTED PAVEMENT MARKINGS, DURABLE	STA	10	\$240.00	\$2,352.00	0.00	\$0.00
8.3	5.760.67615		PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4	\$210.00	\$840.00	0.00	\$0.00

DIVISION 9 - SITEWORK AND LANDSCAPING

9.1	5.760.67170	9010-B-1100	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERM. LAWN MIX)	ACRE	1	\$4,250.00	\$3,400.00	0.80	\$3,400.00
9.2	5.760.67170	9010-B-1400	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 4 (URBAN TEMP. MIX)	ACRE	1	\$2,000.00	\$1,600.00	0.00	\$0.00
9.3	5.760.67170	9010-D-1000	WATERING	MGAL	70	\$10.00	\$700.00	0.00	\$0.00
9.4	5.760.67170	9010-E-1000	WARRANTY	LS	1	\$1,000.00	\$1,000.00	0.00	\$0.00
9.5	5.760.67170	9040-A-2000	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$3,000.00	\$3,000.00	0.50	\$1,500.00
9.6	5.760.67170	9040-D-1000	FILTER SOCKS, INSTALLATION	LF	1,500	\$2.00	\$3,000.00	0.00	\$0.00
9.7	5.760.67170	9040-D-2000	FILTER SOCKS, REMOVAL	LF	1,500	\$0.30	\$450.00	0.00	\$0.00
9.8	5.760.67170	9040-T-1000	INLET PROTECTION	EA	6	\$100.00	\$600.00	6.00	\$600.00

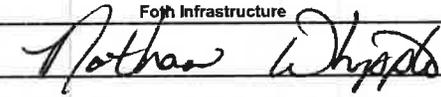
Total Previously Approved (list each)

Pay Request 2	\$61,416.65	
Pay Request 3	\$147,437.69	
Pay Request 4	\$60,492.83	
Pay Request 5	\$50,435.50	
Pay Request 6	\$35,249.75	
Pay Request 7	\$45,294.72	
Pay Request 8	\$148,320.77	
Pay Request 9	\$106,211.66	
Pay Request 10	\$96,511.60	

Total Previously Approved		\$1,016,977.15
Amount Due This Request		\$11,303.61
Percent Complete		92.8%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)		104.0%

The amount **\$11,303.61** 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	\$258,815.15
5.760.67612	SIDEWALK	\$60,658.00
5.760.67615	TRAFFIC CONTROL	\$10,000.00
	TRAFFIC SIGNAL	\$0.00
5.760.67170	STREETSCAPE	\$171,588.00
5.760.67650	STORM DRAINAGE	\$304,699.00
5.766.67800	WATER MAIN, HYDRANT	\$160,028.50
5.768.67670	SANITARY SEWER	\$108,654.00
5.760.67616	UTILITY RELOCATION	\$5,500.00

Contractor: Rognes Corp.	Recommended By: Foth Infrastructure	Checked By: City of Johnston
Signature: 	Signature: 	Signature:
Name: Warren Rognes	Name: Nathan Whipple	Name:
Title: President:	Title: Construction Administrator	Title:
Date: 10-7-16	Date: 10/7/2016	Date:



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Approval to purchase copier	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>Wbe</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:

The public works department had presented a lease for approval at the last council meeting for a new copier.

After discussion with staff we have decided to purchase the copier instead of the lease. The company we are purchasing the copier through will still buy out our remaining lease on our current copier if we purchase the equipment.

It will be necessary to enter into a maintenance agreement for the copier. This will cover all service and supply excluding paper.

FISCAL IMPACT

Total cost of copier \$8,795.00

Funds are available for this purchase in acct# 040.5.210.67250

Maintenance agreement for copier \$46.00/mo

Approve

Motion by _____, seconded by _____, Approval to purchase copier.

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

October 5, 2016

Custom Solution For: Johnston Public Works

Prepared for: Lori Eden

Prepared by: Andy Eagan

Proposed Equipment

IRC5235A

Canon imageRUNNER ADVANCE
C5235A 35/30 PPM
Cassette Feeding Unit-AD2
Envelope Feeder Attachment-D1
Super G3 FAX Board-AE2
Inner Finisher-E1

\$8,795.00

Service and Supply Maintenance Agreement

\$46.00/month*

*Maintenance Agreement Includes all service and supply excluding paper and staples for 2,000 black and white prints and 400 color prints per month. Any additional black and white prints are invoiced at \$.011 and additional color prints at \$.05.

Terms



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Approval to purchase water meters	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>WDE</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:

The Water Department has contacted Ferguson Waterworks for the purchase various water meters.

The meters will be used to replenish stock for the water department.

Ferguson Waterworks is the single source for Neptune Water Meters.

FISCAL IMPACT

Water Resale Merchandise \$22,643.73

RECOMMENDATION:

Approve

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

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



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

Phone: 701-293-5511
 Fax: 701-232-8129

Deliver To: From: Bradley Klein Comments:
--

11:43:38 OCT 07 2016

Page 1 of 1

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

Bid No: B075301
Bid Date: 10/07/16
Quoted By: BCK

Cust Phone: 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#: 2" MTRS

Job Name: 2" MTRS

Item	Description	Quantity	Net Price	UM	Total
M7610FKITJ	LF 1-1/2 MTR FLG KIT	2	106.725	EA	213.45
M7610FKITK	LF 2 MTR FLG KIT	3	146.528	EA	439.58
NED2B11R6G7	5/8X3/4 T10 MTR PRO USG	160	116.000	EA	18560.00
NED2H11R6G7	1-1/2 T10 MTR PRO USG	2	482.850	EA	965.70
NEC2AR7G7	2 HP T/F CMPD PRO USG 6 WHL PIT	1	1505.000	EA	1505.00
NR62G32	REG 1 T10 PRO USG INSIDE	4	75.000	EA	300.00
NR62G42	REG 1-1/2 T10 PRO USG 6 WHL	4	75.000	EA	300.00
NR75G12	REG 1-1/2 HPT P/R USG	4	90.000	EA	360.00
Net Total:					\$22643.73
Tax:					\$0.00
Freight:					\$0.00
Total:					\$22643.73

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://wolseley.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.

8x1

BANK RECONCILIATION REPORT		09/30/16	
BOOK BALANCES		CASH & INVESTMENTS	
FUND		9350 Empl 8646028	\$ 4,466.08
General	\$ 3,547,636.55	Pool 001-8007	\$ 1,576,832.32
Special Revenue	\$ 6,137,452.35	9300 Medical 84336577	\$ 352,399.78
Debt Service	\$ 1,339,059.23	6001 Water Petty Cash/Change	\$ 100.00
Capital Projects	\$ 13,118,258.20	1000 Library Change Fund	\$ 205.00
Water Enterprise	\$ 2,618,235.31	1000 Library Petty Cash	\$ 25.00
Wastewater Enterprise	\$ 4,312,528.26	1000 Finance Petty Cash	\$ 50.00
Stormwater Enterprise	\$ 1,098,535.64	1000 Police Petty Cash	\$ 50.00
Internal Service	\$ 801,335.34	26297 Investment Pool	\$ 12,707,717.89
		28151 CD IPAIT	\$ -
		28178 CD IPAIT	\$ 1,000,000.00
		28184 CD IPAIT	\$ 2,500,000.00
		28205 CD IPAIT	\$ 2,000,000.00
		Wells Fargo Investment	\$ 1,281,617.85
		Grinnell Bank 2013B G.O. Bonds	361,625.59
		Grinnell Bank 2014A G.O. Bonds	237,118.94
		Grinnell Bank 2015A G.O. Bonds	1,354,533.91
		Grinnell Bank 2016A G.O. Bonds	7,502,270.26
		PMA Financial 2015A G.O. Bonds	2,179,481.70
		Total Bank	\$ 33,058,494.32
		Outstanding online deposits/adj	\$ 38.62
		Outstanding Checks:	
		9350 #8646028	\$ -
		Pool #18007	\$ (85,492.06)
		9300 #84336577	\$ -
			\$ (85,492.06)
Total Books	\$ 32,973,040.88	Adjusted Bank	\$ 32,973,040.88
			\$ 0.00

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Treasurer's Investment Report September 2016								
Fund No.	I.D. Number or Purpose	Purchase Date	Mature Date	On Hand 09/01/16	Deposits	Withdrawals	On Hand 09/30/16	Interest Received
Pool	01-8007			1,132,065.95	6,269,352.31	5,824,585.94	1,576,832.32	
9300	84336577			332,951.77	100,361.77	80,913.76	352,399.78	
9350	8646028			4,649.38	5,905.58	6,088.88	4,466.08	
Pool	Petty Cash			430.00			430.00	
2013B	Grinnell			361,457.94	167.65		361,625.59	167.65
2014A	Grinnell	08.14.14		239,105.46	110.90	2,097.42	237,118.94	110.90
2015A	Grinnell			2,278,196.77	1,229.16	924,892.02	1,354,533.91	1,229.16
2016A	Grinnell	07.18.16		8,032,716.74	2,553.52	533,000.00	7,502,270.26	2,553.25
I.P.	26297			11,956,588.59	926,129.30	175,000.00	12,707,717.89	629.30
I.P.	C.D. 28151	05/05/2016	06/02/2016	0.00			0.00	
I.P.	C.D. 28152	05/05/2016	06/09/2016	0.00			0.00	
I.P.	C.D. 28153	05/05/2016	06/23/2016	0.00			0.00	
I.P.	C.D. 28154	05/05/2016	07/17/2016	2,000,000.00			2,000,000.00	
I.P.	C.D. 28178	06/07/2016	12/06/2016	1,000,000.00			1,000,000.00	
I.P.	C.D. 28184	06/16/2016	12/15/2016	2,500,000.00			2,500,000.00	
Wells	73050			1,281,454.59	163.26		1,281,617.85	163.26
PMA	1452102			3,009,919.38	639.22	960,000.00	2,050,558.60	639.22
PMA	3264701			794,724.92	198.18	666,000.00	128,923.10	198.18
TOTALS				34,924,261.49	7,306,810.85	9,172,578.02	33,058,494.32	5,690.92

CITY OF JOHNSTON
 YEAR TO DATE TREASURERS REPORT
 AS OF: SEPTEMBER 30TH, 2016

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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	4,689,828.84	735,753.80	(159,590.36)	439,916.10	0.00	3,042,580.72	(294,376.47)	103,425.75	2,584,706.16
011-HOTEL-MOTEL TAX	100,769.12	84,360.76	0.00	0.00	0.00	44,240.00	(48,200.90)	0.00	92,688.98
012-COUNCIL RESERVE	275.60	0.03	0.00	0.00	0.00	0.00	0.00	0.00	275.63
014-EMPLOYEE WORK CLOTHING	4,563.63	0.41	0.00	0.00	0.00	77.96	(1,555.03)	0.00	2,931.05
020-ASSESSMENT RESERVE	118,066.10	7.58	0.00	0.00	0.00	0.00	0.00	0.00	118,073.68
030-PROJECT DEVELOPMENT	36,572.53	4.56	0.00	0.00	0.00	0.00	0.00	0.00	36,577.09
040-EQUIP REPLACEMENT RESERVE	599,302.59	64.40	0.00	0.00	147,737.52	34,720.55	0.00	0.00	712,383.96
TOTAL GENERAL	5,549,378.41	820,191.54	(159,590.36)	439,916.10	147,737.52	3,121,619.23	(344,132.40)	103,425.75	3,547,636.55
SPECIAL REVENUE									
125-T.I.F. #1 EAST CENTRAL	1,283,447.70	34,514.16	0.00	0.00	0.00	1,300.16	(9,978.70)	165,250.08	1,141,432.92
126-T.I.F. #2 BEAVER CRK WEST	1,460,331.10	372.43	0.00	0.00	0.00	0.00	(3,246.00)	0.00	1,457,457.53
127-T.I.F. #3 NW 62ND AVE	427,216.98	269,833.26	0.00	0.00	0.00	0.00	(3,217.50)	249,250.05	444,582.69
128-T.I.F. #4 WINDSOR OFF PK	471,780.83	737.46	0.00	0.00	0.00	0.00	0.00	4,971.27	467,547.02
129-T.I.F. #5 NW 100TH AVE	1,056,525.85	462.56	0.00	0.00	0.00	0.00	0.00	62,284.53	994,703.88
130-T.I.F. #6 WEST CENTRAL	15,233.15	1.92	0.00	0.00	0.00	0.00	0.00	0.00	15,235.07
SUB-TOTAL T.I.F.	4,714,535.61	305,921.79	0.00	0.00	0.00	1,300.16	(16,442.20)	481,755.93	4,520,959.11
140-ROAD USE TAX	1,092,365.47	619,913.20	0.00	0.00	0.00	307,334.54	(68,839.00)	44,311.77	1,291,793.36
167-POLICE TRUST - STATE	39,538.02	4,004.80	0.00	0.00	0.00	0.00	0.00	0.00	43,542.82
168-ODCP DRUG TRAINING GRANT	2,294.49	0.17	0.00	0.00	0.00	0.00	0.00	0.00	2,294.66
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	5,522.77	0.46	0.00	0.00	0.00	1,498.34	(1,614.46)	0.00	2,410.43
171-LIBRARY TRUST	46,938.75	6,191.33	0.00	0.00	0.00	0.00	0.00	0.00	53,130.08
172-TREES	59,795.20	742.51	0.00	0.00	0.00	227.47	(145.12)	0.00	60,620.06
181-EAST PARK DISTRICT	4,002.70	0.49	0.00	0.00	0.00	0.00	0.00	0.00	4,003.19
183-NORTHDRIDGE PARK DISTRICT	94,536.64	3.30	0.00	0.00	0.00	0.00	0.00	0.00	94,539.94
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	15,515.25	1.93	0.00	0.00	0.00	0.00	0.00	0.00	15,517.18
186-SOUTHWEST PARK DISTRICT	47,740.27	5.89	0.00	0.00	0.00	0.00	0.00	0.00	47,746.16
SUB-TOTAL	1,409,144.92	630,864.08	0.00	0.00	0.00	308,605.41	(70,598.58)	44,311.77	1,616,493.24
TOTAL SPECIAL REVENUE	6,123,680.53	936,785.87	0.00	0.00	0.00	309,905.57	(87,040.78)	526,067.70	6,137,452.35
DEBT SERVICE									
201-2016A \$1,020,000/\$8,095M	0.00	0.87	0.00	0.00	17,500.02	0.00	0.00	0.00	17,500.89
206-2006C \$2.495M OF \$3.625M	550.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	550.38
207-2011B \$1,850,000	1,985.70	1.08	0.00	0.00	55,750.02	0.00	0.00	0.00	57,736.80
208-2012A \$955,000/\$9.19M	30,721.93	1.24	0.00	0.00	14,500.02	0.00	0.00	0.00	45,223.19
209-2013B \$4,385,000/\$18,095M	16,366.12	2.06	0.00	0.00	77,500.02	0.00	0.00	0.00	93,868.20
SUB-TOTAL T.I.F. #1	49,624.13	5.25	0.00	0.00	165,250.08	0.00	0.00	0.00	214,879.46

CITY OF JOHNSTON
 YEAR TO DATE TREASURERS REPORT
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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	995.61	0.12	0.00	0.00	0.00	0.00	0.00	0.00	995.73
213-2001A \$1.560M/\$9.155M	219.35	0.02	0.00	0.00	0.00	0.00	0.00	0.00	219.37
SUB-TOTAL T.I.F. #2	1,214.96	0.14	0.00	0.00	0.00	0.00	0.00	0.00	1,215.10
221-1999B \$950,000 OF \$2.250	823.89	0.09	0.00	0.00	0.00	0.00	0.00	0.00	823.98
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	204.00	0.03	0.00	0.00	0.00	0.00	0.00	0.00	204.03
224-2001C \$935,000/\$2.060M	2,303.65	0.26	0.00	0.00	0.00	0.00	0.00	0.00	2,303.91
225-2002B \$1,620M/\$4.655M	2,218.51	2.05	0.00	0.00	36,250.02	0.00	0.00	0.00	38,470.58
226-2011C \$4,045,000/\$8.57M	1,350.12	3.66	0.00	0.00	70,500.00	0.00	0.00	0.00	71,853.78
227-2013B \$1,065,000/\$18,095M	2,014.63	1.20	0.00	0.00	19,250.01	0.00	0.00	0.00	21,265.84
228-2015A \$2,385,000/\$21,620M	21,247.88	4.47	0.00	0.00	123,250.02	0.00	0.00	0.00	144,502.37
SUB-TOTAL T.I.F. #3	30,269.08	11.76	0.00	0.00	249,250.05	0.00	0.00	0.00	279,530.89
241-2012A \$755,000/\$9.19M	8,815.03	1.03	0.00	0.00	13,000.02	0.00	0.00	0.00	21,816.08
SUB-TOTAL T.I.F. #5	8,815.03	1.03	0.00	0.00	13,000.02	0.00	0.00	0.00	21,816.08
TOTAL T.I.F. DEBT	89,923.20	18.18	0.00	0.00	427,500.15	0.00	0.00	0.00	517,441.53
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	907.77	0.03	0.00	0.00	0.00	0.00	0.00	0.00	907.80
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	317.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	317.48
261-2000A \$7.145M/ \$9,155M	2,860.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,860.42
262-2001A \$2.290/\$3.360M	175.80	389.01	0.00	0.00	0.00	0.00	0.00	0.00	564.81
263-2001C \$1.125/\$2.060M	534.88	183.33	0.00	0.00	0.00	0.00	0.00	0.00	718.21
264-2002B \$3.035M/ \$4.655M	2,750.64	9,986.07	0.00	0.00	0.00	0.00	0.00	0.00	12,736.71
265-2004A \$4,145,000	52,048.83	1,966.34	0.00	0.00	0.00	0.00	0.00	0.00	54,015.17
266-2005B \$8,955,000	48,604.79	27,157.37	0.00	0.00	7,735.50	0.00	0.00	0.00	83,497.66
267-2005C \$900,000	6,431.61	1.80	0.00	0.00	20,000.04	0.00	0.00	0.00	26,433.45
268-2006B \$6,210,000	51,787.00	17,854.28	0.00	0.00	11,318.04	0.00	0.00	0.00	80,959.32
269-2006C \$1.130M \$3.625M	1,158.68	0.03	0.00	0.00	0.00	0.00	0.00	0.00	1,158.71
270-2007B	1,023.66	16,397.71	0.00	0.00	0.00	0.00	0.00	0.00	17,421.37
271-2008A \$3,195,000	15,880.71	7,152.59	0.00	0.00	25,121.79	0.00	0.00	0.00	48,155.09
272-2010B \$970,000	288.75	3,140.55	0.00	0.00	0.00	0.00	0.00	0.00	3,429.30
273-2011C \$4,525,000/\$8.57M	2,666.66	11,672.03	0.00	0.00	0.00	0.00	0.00	0.00	14,338.69
274-2012A \$7.48M/\$9,190,000	4,232.72	12,967.74	0.00	0.00	36,692.25	0.00	0.00	0.00	53,892.71
275-2013B \$12,645M/\$18,095M	2,285.55	25,556.96	0.00	0.00	79,253.76	0.00	0.00	0.00	107,096.27
276-2014A \$7,800,000M	44,179.70	12,376.68	0.00	0.00	83,756.52	0.00	0.00	0.00	140,312.90
277-2015A \$18,845M/\$21,620M	42,961.80	25,955.59	0.00	0.00	27,883.29	0.00	0.00	0.00	96,800.68
278-2016A \$7,695M OF \$8,521M	0.00	14,637.96	0.00	61,000.00	0.00	250.00	0.00	0.00	75,387.96
SUB-TOTAL T.I.F.	281,710.44	187,396.07	0.00	61,000.00	291,761.19	250.00	0.00	0.00	821,617.70
TOTAL DEBT SERVICE	371,633.64	187,414.25	0.00	61,000.00	719,261.34	250.00	0.00	0.00	1,339,059.23

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	21,345.80	2.37	0.00	0.00	0.00	0.00	0.00	0.00	21,348.17
314-CROWN POINT IMPROVEMENTS	1,061.17	0.05	0.00	0.00	0.00	0.00	0.00	0.00	1,061.22
315-NW 62ND& 103RD INT-NCL	239,991.13	211.65	0.00	0.00	0.00	0.00	1,274.32	0.00	238,928.46
316-NW 64th & 63rd PL & MHR	678,566.77	694.94	0.00	1,052,608.55	0.00	15,383.99	220,304.72	0.00	1,496,181.55
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	420,624.27	19,022.04	0.00	0.00	0.00	0.00	0.00	0.00	439,646.31
325-FIBER OPTIC PROJECT	155,864.80	138,004.87	0.00	429,685.50	0.00	64,115.89	197,217.75	0.00	462,221.53
333-NW 62ND-NW 86TH TO PKWY	262,878.72	33.15	0.00	0.00	0.00	0.00	0.00	0.00	262,911.87
334-MERLE HAY EAST IMPROVEMEN	399,423.07	1,029.89	0.00	2,807,237.64	0.00	571,559.42	442,154.01	0.00	2,193,977.17
335-SIGNALIZATION PROJECTS	130,233.06	12,166.18	0.00	0.00	0.00	0.00	4,097.44	0.00	138,301.80
338-JOINT PUBLIC SAFETY BLDG	148.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.50
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	1,473,159.62	51,557.95	25,250.00	1,485,484.14	0.00	425,530.16	936,788.11	0.00	1,673,133.44
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	228,705.89	140.06	0.00	0.00	0.00	36,489.63	197,021.41	0.00	4,665.09
343-BEAVER DR. TRAIL	254,667.99	60,393.90	0.00	716,142.49	0.00	37,312.27	54,428.79	0.00	939,463.32
344-NW BEAVER DR/JOHNSTON DR	2.05	0.00	0.00	0.00	0.00	988.74	0.00	0.00	986.69
345-54th AVENUE IMPROVEMENTS	7,089.88	0.26	0.00	0.00	0.00	0.00	0.00	0.00	7,090.14
346-70TH AVE IMP (86TH-107TH)	4,639,336.35	510,936.85	507,818.65	1,310,978.18	0.00	2,157,573.10	811,474.05	0.00	2,984,385.58
347-STORM WATER CAPITAL IMPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	2,916,561.61	628,727.60	0.00	511,530.35	0.00	1,187,306.17	683,364.69	0.00	2,186,148.70
350-2014 WETLAND MITIGATION	4,512.64	0.00	0.00	0.00	0.00	0.00	6,859.06	0.00	2,346.42
355-CAPITAL IMPR. RESERVE	80,916.76	10.16	0.00	0.00	0.00	0.00	0.00	0.00	80,926.92
TOTAL CAPITAL PROJECTS	11,915,471.80	1,422,931.92	482,568.65	8,313,666.85	0.00	4,496,259.37	(3,554,984.35)	0.00	13,118,258.20
ENTERPRISE									
601-WATER O/M	1,568,508.92	1,811,200.30	(155,229.00)	0.00	0.00	956,116.38	(408,514.96)	184,024.05	1,986,282.83
602-1997A, 2011A WTR SINKING	484,685.62	33.36	0.00	0.00	137,500.02	0.00	0.00	0.00	622,219.00
603-1997A, 2001B BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
604-1997A, 2001B IMPROVEMENT	27.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.42
605-NW AREA WATER IMPROVEMENT	20,369.37	2.01	0.00	0.00	0.00	0.00	0.00	0.00	20,371.38
607-SAYLORVILLE WATER CONNECT	244,600.32	229.05	0.00	0.00	0.00	2,157.64	(309,397.15)	0.00	(66,725.42)
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	40,059.47	5.12	0.00	0.00	2,970.51	0.00	0.00	0.00	43,035.10
625-CUSTOMER DEPOSITS	10,840.00	4,105.00	0.00	0.00	0.00	1,920.00	0.00	0.00	13,025.00
SUB-TOTAL WATER ENTERPRISE	2,369,091.12	1,815,574.84	(155,229.00)	0.00	140,470.53	960,194.02	(717,912.11)	184,024.05	2,618,235.31
631-SEWER O/M	2,456,685.31	642,030.64	(111,358.27)	0.00	0.00	391,209.09	(15,286.22)	102,714.87	2,700,864.04
632-03A, 05A, 06A BOND SINKIN	346,711.58	25.11	0.00	0.00	101,763.27	0.00	0.00	0.00	448,499.96
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	400,186.96	13,847.46	0.00	0.00	0.00	0.00	0.00	48,173.76	365,860.66
638-NW AREA SANITARY DISTRICT	246,174.79	28.91	0.00	0.00	0.00	0.00	(1,530.00)	41,444.79	203,228.91
639-SEWER EQUIPMENT REPLACEME	22,852.46	3.09	0.00	0.00	7,684.02	0.00	0.00	0.00	30,539.57
SUB-TOTAL WASTEWATER ENTERPRISE	4,036,146.22	655,935.21	(111,358.27)	0.00	109,447.29	391,209.09	(16,816.22)	192,333.42	4,312,528.26

CITY OF JOHNSTON
 YEAR TO DATE TREASURERS REPORT
 AS OF: SEPTEMBER 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	1,029,122.92	194,980.16	10,112.50	0.00	0.00	4,239.18 (150.00)	111,065.76	1,098,535.64
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	1,029,122.92	194,980.16	10,112.50	0.00	0.00	4,239.18 (150.00)	111,065.76	1,098,535.64
TOTAL ENTERPRISE	7,434,360.26	2,666,490.21	(256,474.77)	0.00	249,917.82	1,355,642.29	(734,878.33)	487,423.23	8,029,299.21
TOTAL BUDGETED FUNDS	31,394,524.64	6,033,813.79	66,503.52	8,814,582.95	1,116,916.68	9,283,676.46	(4,721,035.86)	1,116,916.68	32,171,705.54
<u>NON-PROGRAM, INTERNAL SERVICES</u>									
950-HEALTH DEDUCTIBLE CLAIMS	711,452.65	268,134.90	0.00	0.00	0.00	243,086.27	62,400.00	0.00	798,901.28
953-EMPLOYEE FLEX SPENDING	2,434.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,434.06
TOTAL INTERNAL SERVICES	713,886.71	268,134.90	0.00	0.00	0.00	243,086.27	62,400.00	0.00	801,335.34
TOTAL BANK	32,108,411.35	6,301,948.69	66,503.52	8,814,582.95	1,116,916.68	9,526,762.73	(4,658,635.86)	1,116,916.68	32,973,040.88

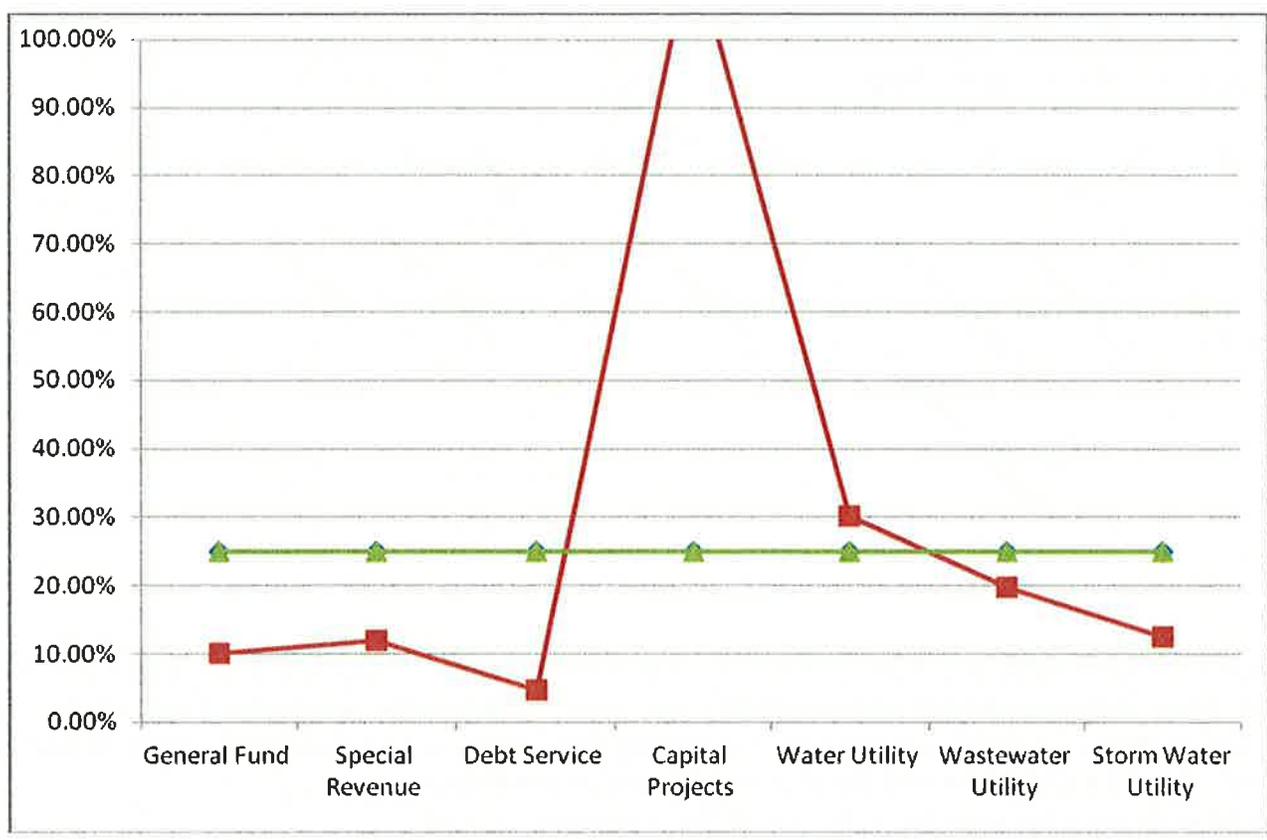
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Monthly Report Summarization

September 30, 2016

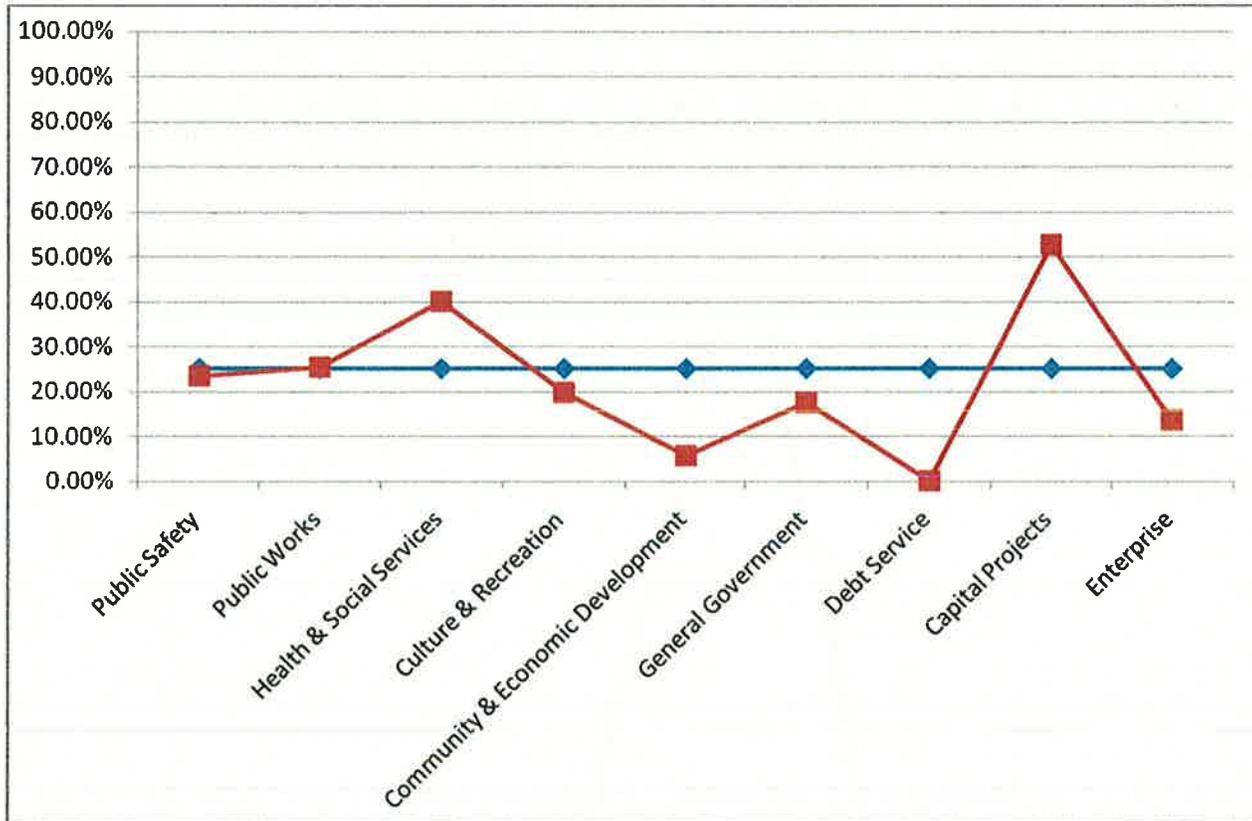
This report provides a summarization of the budget status after the first three months of the 2016-2017 fiscal year. At the end of September we are 25% through the budget year. The red line indicates the percentage where the budget area is and blue/green line is the percentage of the budget year. I will provide you with 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 September 30, 2016:



- General Fund, Special Revenue and Debt Service revenue will be received in the upcoming months as residents pay their property taxes.
- The City closed on the 2016A General Obligation Bond sale in August. This results in the Capital Projects showing such a spike in revenue.
- The Wastewater Utility revenue anticipated \$600,000 in bond revenue for the CIP project Little Beaver Creek Collector. As mentioned in the 10/3/16 City Council work session, it's unlikely this project will occur in FY16; therefore, an amendment removing the revenue and expense will occur in the Spring.
- Storm Water Utility anticipates a Storm Water SRF Loan of \$785,400 in this fiscal year. This loan will be a draw down loan so as expenses occur, the revenue will increase.

Expenditures: The following chart demonstrates the condition of our budgeted expenditures as of September 30, 2016:



- Community and Economic development expenses include Tax Increment Financing rebate agreements. Payment occur in December and June, depending upon the language in the development agreement.
- Debt Service interest payments are in December and principal and interest payments are made in June. Therefore, this area never runs with the average budgeted expenditures.
- Capital Projects have been progressing through the construction season.
- Enterprise expenditures include projected storm water and wastewater projects to occur.

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2016

% OF YEAR COMPLETED: 25.00

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>010-GENERAL FUND</u>									
TOTAL REVENUE	11,702,511.00	829,217.11	12,242,669.00	502,880.89	1,175,669.90	0.00	0.00	11,066,999.10	9.60
TOTAL EXPENDITURES	<u>12,641,420.00</u>	<u>2,478,851.86</u>	<u>12,768,437.00</u>	<u>875,310.85</u>	<u>3,146,006.47</u>	<u>0.00</u>	<u>97,894.20</u>	<u>9,524,536.33</u>	<u>24.64</u>
REVENUES OVER/(UNDER) EXPENDITURES	(938,909.00)	(1,649,634.75)	(525,768.00)	(372,429.96)	(1,970,336.57)	0.00	(97,894.20)	1,542,462.77	374.75
<u>011-HOTEL-MOTEL TAX</u>									
TOTAL REVENUE	245,000.00	86,233.69	275,000.00	84,354.56	84,360.76	0.00	0.00	190,639.24	30.68
TOTAL EXPENDITURES	<u>265,100.00</u>	<u>42,150.00</u>	<u>284,200.00</u>	<u>0.00</u>	<u>44,240.00</u>	<u>0.00</u>	<u>0.00</u>	<u>239,960.00</u>	<u>15.57</u>
REVENUES OVER/(UNDER) EXPENDITURES	(20,100.00)	44,083.69	(9,200.00)	84,354.56	40,120.76	0.00	0.00	(49,320.76)	436.10-
<u>012-COUNCIL RESERVE</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
<u>014-EMPLOYEE WORK CLOTHING</u>									
TOTAL REVENUE	2,000.00	0.07	2,000.00	0.15	0.41	0.00	0.00	1,999.59	0.02
TOTAL EXPENDITURES	<u>2,000.00</u>	<u>1,449.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>77.96</u>	<u>0.00</u>	<u>0.00</u>	<u>1,922.04</u>	<u>3.90</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,448.93)	0.00	0.15	(77.55)	0.00	0.00	77.55	0.00
<u>020-ASSESSMENT RESERVE</u>									
TOTAL REVENUE	0.00	2.93	0.00	2.15	7.58	0.00	0.00	(7.58)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2.93	0.00	2.15	7.58	0.00	0.00	(7.58)	0.00
<u>030-PROJECT DEVELOPMENT</u>									
TOTAL REVENUE	0.00	1.66	0.00	1.87	4.56	0.00	0.00	(4.56)	0.00
TOTAL EXPENDITURES	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(30,000.00)	1.66	0.00	1.87	4.56	0.00	0.00	(4.56)	0.00
<u>040-EQUIP REPLACEMENT RESERVE</u>									
TOTAL REVENUE	550,944.00	137,726.23	590,950.00	49,271.84	147,801.92	0.00	0.00	443,148.08	25.01
TOTAL EXPENDITURES	<u>643,308.00</u>	<u>72,736.93</u>	<u>566,000.00</u>	<u>34,720.55</u>	<u>34,720.55</u>	<u>0.00</u>	<u>197,521.29</u>	<u>333,758.16</u>	<u>6.13</u>
REVENUES OVER/(UNDER) EXPENDITURES	(92,364.00)	64,989.30	24,950.00	14,551.29	113,081.37	0.00	(197,521.29)	109,389.92	453.23
<u>125-T.I.F. #1 EAST CENTRAL</u>									
TOTAL REVENUE	1,250,407.00	11,223.10	910,144.00	33,295.99	34,514.16	0.00	0.00	875,629.84	3.79
TOTAL EXPENDITURES	<u>1,150,074.00</u>	<u>147,282.05</u>	<u>1,455,000.00</u>	<u>55,083.36</u>	<u>166,550.24</u>	<u>0.00</u>	<u>0.00</u>	<u>1,288,449.76</u>	<u>11.45</u>
REVENUES OVER/(UNDER) EXPENDITURES	100,333.00	(136,058.95)	(544,856.00)	(21,787.37)	(132,036.08)	0.00	0.00	(412,819.92)	24.23
<u>126-T.I.F. #2 BEAVER CRK WEST</u>									
TOTAL REVENUE	215.00	37.47	0.00	29.41	372.43	0.00	0.00	(372.43)	0.00
TOTAL EXPENDITURES	<u>25,961.00</u>	<u>4,000.02</u>	<u>1,023,160.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,023,160.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(25,746.00)	(3,962.55)	(1,023,160.00)	29.41	372.43	0.00	0.00	(1,023,532.43)	0.04-

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2016

% OF YEAR COMPLETED: 25.00

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>127-T.I.F. #3 NW 62ND AVE</u>									
TOTAL REVENUE	2,789,427.00	67.36	3,340,150.00	269,696.00	269,833.26	0.00	0.00	3,070,316.74	8.08
TOTAL EXPENDITURES	3,172,306.00	293,300.04	2,039,236.00	83,083.35	249,250.05	0.00	0.00	1,789,985.95	12.22
REVENUES OVER/(UNDER) EXPENDITURES	(382,879.00)	(293,232.68)	1,300,914.00	186,612.65	20,583.21	0.00	0.00	1,280,330.79	1.58
<u>128-T.I.F. #4 WINDSOR OFF PK</u>									
TOTAL REVENUE	40,505.00	13.72	40,500.00	439.69	737.46	0.00	0.00	39,762.54	1.82
TOTAL EXPENDITURES	118,677.00	4,971.27	127,718.00	1,657.09	4,971.27	0.00	0.00	122,746.73	3.89
REVENUES OVER/(UNDER) EXPENDITURES	(78,172.00)	(4,957.55)	(87,218.00)	(1,217.40)	(4,233.81)	0.00	0.00	(82,984.19)	4.85
<u>129-T.I.F. #5 NW 100TH AVE</u>									
TOTAL REVENUE	540,725.00	20,368.70	734,256.00	32.15	462.56	0.00	0.00	733,793.44	0.06
TOTAL EXPENDITURES	98,826.00	8,750.01	252,438.00	20,761.51	62,284.53	0.00	0.00	190,153.47	24.67
REVENUES OVER/(UNDER) EXPENDITURES	441,899.00	11,618.69	481,818.00	(20,729.36)	(61,821.97)	0.00	0.00	543,639.97	12.83-
<u>130-T.I.F. #6 WEST CENTRAL</u>									
TOTAL REVENUE	30,000.00	0.02	848,519.00	0.79	1.92	0.00	0.00	848,517.08	0.00
TOTAL EXPENDITURES	14,027.00	0.00	773,334.00	0.00	0.00	0.00	0.00	773,334.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	15,973.00	0.02	75,185.00	0.79	1.92	0.00	0.00	75,183.08	0.00
<u>140-ROAD USE TAX</u>									
TOTAL REVENUE	2,068,000.00	629,260.77	1,950,000.00	222,825.30	619,913.20	0.00	0.00	1,330,086.80	31.79
TOTAL EXPENDITURES	1,876,860.00	448,813.83	2,014,728.00	122,791.64	351,646.31	0.00	139,166.82	1,523,914.87	17.45
REVENUES OVER/(UNDER) EXPENDITURES	191,140.00	180,446.94	(64,728.00)	100,033.66	268,266.89	0.00	(139,166.82)	(193,828.07)	414.45-
<u>167-POLICE TRUST - STATE</u>									
TOTAL REVENUE	10,000.00	4,163.68	10,000.00	1.96	4,004.80	0.00	0.00	5,995.20	40.05
TOTAL EXPENDITURES	21,500.00	500.00	21,500.00	0.00	0.00	0.00	0.00	21,500.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(11,500.00)	3,663.68	(11,500.00)	1.96	4,004.80	0.00	0.00	(15,504.80)	34.82-
<u>168-ODCP DRUG TRAINING GRANT</u>									
TOTAL REVENUE	0.00	0.03	0.00	0.07	0.17	0.00	0.00	(0.17)	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	0.03	0.00	0.07	0.17	0.00	0.00	(0.17)	0.00
<u>169-POLICE TRUST-FEDERAL</u>									
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
<u>170-SENIOR CITIZENS</u>									
TOTAL REVENUE	5,300.00	7.35	9,000.00	0.17	0.46	0.00	0.00	8,999.54	0.01
TOTAL EXPENDITURES	5,300.00	165.03	10,600.00	960.50	1,498.34	0.00	0.00	9,101.66	14.14
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(157.68)	(1,600.00)	(960.33)	(1,497.88)	0.00	0.00	(102.12)	93.62

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2016

% OF YEAR COMPLETED: 25.00

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>207-2011B \$1,850,000</u>									
TOTAL REVENUE	223,000.00	55,750.39	223,000.00	18,584.34	55,751.10	0.00	0.00	167,248.90	25.00
TOTAL EXPENDITURES	223,213.00	0.00	223,263.00	0.00	0.00	0.00	0.00	223,263.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(213.00)	55,750.39	(263.00)	18,584.34	55,751.10	0.00	0.00	(56,014.10)	1,198.14-
<u>208-2012A \$955,000/\$9.19M</u>									
TOTAL REVENUE	56,000.00	14,000.86	58,000.00	4,833.68	14,501.26	0.00	0.00	43,498.74	25.00
TOTAL EXPENDITURES	56,728.00	0.00	61,128.00	0.00	0.00	0.00	0.00	61,128.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(728.00)	14,000.86	(3,128.00)	4,833.68	14,501.26	0.00	0.00	(17,629.26)	463.60-
<u>209-2013B \$4,385,000/\$18,095M</u>									
TOTAL REVENUE	320,935.00	77,500.67	310,000.00	25,834.81	77,502.08	0.00	0.00	232,497.92	25.00
TOTAL EXPENDITURES	312,918.00	0.00	309,415.00	0.00	0.00	0.00	0.00	309,415.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	8,017.00	77,500.67	585.00	25,834.81	77,502.08	0.00	0.00	(76,917.08)	3,248.22
<u>212-2000A \$450,000 OF \$9.155</u>									
TOTAL REVENUE	0.00	0.03	0.00	0.05	0.12	0.00	0.00	(0.12)	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	0.03	0.00	0.05	0.12	0.00	0.00	(0.12)	0.00
<u>213-2001A \$1.560M/\$9.155M</u>									
TOTAL REVENUE	16,000.00	4,000.07	0.00	0.01	0.02	0.00	0.00	(0.02)	0.00
TOTAL EXPENDITURES	17,078.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,078.00)	4,000.07	0.00	0.01	0.02	0.00	0.00	(0.02)	0.00
<u>221-1999B \$950,000 OF \$2.250</u>									
TOTAL REVENUE	0.00	0.03	0.00	0.04	0.09	0.00	0.00	(0.09)	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	0.03	0.00	0.04	0.09	0.00	0.00	(0.09)	0.00
<u>222-200A \$1.560M/\$9.155M</u>									
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
<u>223-2001A \$870,000/\$3.360M</u>									
TOTAL REVENUE	84,450.00	21,112.65	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
TOTAL EXPENDITURES	85,212.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(762.00)	21,112.65	0.00	0.01	0.03	0.00	0.00	(0.03)	0.00
<u>224-2001C \$935,000/\$2.060M</u>									
TOTAL REVENUE	86,000.00	22,062.64	0.00	0.11	0.26	0.00	0.00	(0.26)	0.00
TOTAL EXPENDITURES	86,465.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(465.00)	22,062.64	0.00	0.11	0.26	0.00	0.00	(0.26)	0.00

CITY OF JOHNSTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2016

% OF YEAR COMPLETED: 25.00

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	PRIOR YEAR PO ADJUST.	YEAR TO DATE ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET
<u>261-2000A \$7.145M/ \$9,155M</u>									
TOTAL REVENUE	0.00	2,859.29	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	2,859.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>262-2001A \$2.290/\$3.360M</u>									
TOTAL REVENUE	221,300.00	3,345.08	0.00	0.00	389.01	0.00	0.00	(389.01)	0.00
TOTAL EXPENDITURES	221,715.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(415.00)	3,345.08	0.00	0.00	389.01	0.00	0.00	(389.01)	0.00
<u>263-2001C \$1.125/\$2.060M</u>									
TOTAL REVENUE	104,200.00	1,587.96	0.00	0.00	183.33	0.00	0.00	(183.33)	0.00
TOTAL EXPENDITURES	104,030.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	170.00	1,587.96	0.00	0.00	183.33	0.00	0.00	(183.33)	0.00
<u>264-2002B \$3.035M/ \$4.655M</u>									
TOTAL REVENUE	271,072.00	4,134.62	274,010.00	9,314.20	9,986.07	0.00	0.00	264,023.93	3.64
TOTAL EXPENDITURES	272,318.00	0.00	275,659.00	0.00	0.00	0.00	0.00	275,659.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,246.00)	4,134.62	(1,649.00)	9,314.20	9,986.07	0.00	0.00	(11,635.07)	605.58-
<u>265-2004A \$4,145,000</u>									
TOTAL REVENUE	0.00	1.24	0.00	1,962.60	1,966.34	0.00	0.00	(1,966.34)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1.24	0.00	1,962.60	1,966.34	0.00	0.00	(1,966.34)	0.00
<u>266-2005B \$8,955,000</u>									
TOTAL REVENUE	776,046.00	19,094.40	775,942.00	27,892.25	34,892.87	0.00	0.00	741,049.13	4.50
TOTAL EXPENDITURES	775,650.00	0.00	773,550.00	0.00	0.00	0.00	0.00	773,550.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	396.00	19,094.40	2,392.00	27,892.25	34,892.87	0.00	0.00	(32,500.87)	1,458.73
<u>267-2005C \$900,000</u>									
TOTAL REVENUE	80,000.00	20,000.30	80,000.00	6,667.71	20,001.84	0.00	0.00	59,998.16	25.00
TOTAL EXPENDITURES	80,334.00	0.00	80,959.00	0.00	0.00	0.00	0.00	80,959.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(334.00)	20,000.30	(959.00)	6,667.71	20,001.84	0.00	0.00	(20,960.84)	2,085.70-
<u>268-2006B \$6,210,000</u>									
TOTAL REVENUE	535,469.00	18,811.34	535,272.00	20,412.82	29,172.32	0.00	0.00	506,099.68	5.45
TOTAL EXPENDITURES	536,951.00	0.00	533,926.00	0.00	0.00	0.00	0.00	533,926.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,482.00)	18,811.34	1,346.00	20,412.82	29,172.32	0.00	0.00	(27,826.32)	2,167.33
<u>269-2006C \$1.130M \$3.625M</u>									
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

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<u>270-2007B</u>									
TOTAL REVENUE	449,206.00	6,837.46	450,000.00	15,286.99	16,397.71	0.00	0.00	433,602.29	3.64
TOTAL EXPENDITURES	449,206.00	0.00	450,181.00	0.00	0.00	0.00	0.00	450,181.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,837.46	(181.00)	15,286.99	16,397.71	0.00	0.00	(16,578.71)	9,059.51-
<u>271-2008A \$3,195,000</u>									
TOTAL REVENUE	292,287.00	27,128.09	296,287.00	15,040.79	32,274.38	0.00	0.00	264,012.62	10.89
TOTAL EXPENDITURES	318,288.00	0.00	293,938.00	0.00	0.00	0.00	0.00	293,938.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(26,001.00)	27,128.09	2,349.00	15,040.79	32,274.38	0.00	0.00	(29,925.38)	1,373.96
<u>272-2010E \$970,000</u>									
TOTAL REVENUE	87,138.00	1,329.52	86,000.00	2,925.82	3,140.55	0.00	0.00	82,859.45	3.65
TOTAL EXPENDITURES	87,138.00	0.00	86,000.00	0.00	0.00	0.00	0.00	86,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,329.52	0.00	2,925.82	3,140.55	0.00	0.00	(3,140.55)	0.00
<u>273-2011C \$4,525,000/\$8.57M</u>									
TOTAL REVENUE	315,000.00	4,802.93	315,000.00	10,889.61	11,672.03	0.00	0.00	303,327.97	3.71
TOTAL EXPENDITURES	314,999.00	0.00	315,899.00	0.00	0.00	0.00	0.00	315,899.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	1.00	4,802.93	(899.00)	10,889.61	11,672.03	0.00	0.00	(12,571.03)	1,298.33-
<u>274-2012A \$7.48M/\$9,190,000</u>									
TOTAL REVENUE	500,494.00	41,298.35	502,769.00	24,316.28	49,659.99	0.00	0.00	453,109.01	9.88
TOTAL EXPENDITURES	498,788.00	0.00	498,312.00	0.00	0.00	0.00	0.00	498,312.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	1,706.00	41,298.35	4,457.00	24,316.28	49,659.99	0.00	0.00	(45,202.99)	1,114.20
<u>275-2013B \$12,645M/\$18,095M</u>									
TOTAL REVENUE	1,016,315.00	89,748.50	1,018,015.00	50,242.80	104,810.72	0.00	0.00	913,204.28	10.30
TOTAL EXPENDITURES	1,015,913.00	0.00	1,018,512.00	0.00	0.00	0.00	0.00	1,018,512.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	402.00	89,748.50	(497.00)	50,242.80	104,810.72	0.00	0.00	(105,307.72)	1,088.68-
<u>276-2014A \$7,800,000M</u>									
TOTAL REVENUE	659,488.00	40,696.01	665,026.00	39,142.42	96,133.20	0.00	0.00	568,892.80	14.46
TOTAL EXPENDITURES	662,251.00	0.00	663,450.00	0.00	0.00	0.00	0.00	663,450.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,763.00)	40,696.01	1,576.00	39,142.42	96,133.20	0.00	0.00	(94,557.20)	6,099.82
<u>277-2015A \$18,845M/\$21,620M</u>									
TOTAL REVENUE	778,022.00	49,677.36	836,533.00	33,950.39	53,838.88	0.00	0.00	782,694.12	6.44
TOTAL EXPENDITURES	777,684.00	0.00	804,893.00	0.00	0.00	0.00	0.00	804,893.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	338.00	49,677.36	31,640.00	33,950.39	53,838.88	0.00	0.00	(22,198.88)	170.16
<u>278-2016A \$7,695M OF \$8,521M</u>									
TOTAL REVENUE	0.00	0.00	582,824.00	14,336.88	75,637.96	0.00	0.00	507,186.04	12.98
TOTAL EXPENDITURES	0.00	0.00	466,551.00	0.00	250.00	0.00	0.00	466,301.00	0.05
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	116,273.00	14,336.88	75,387.96	0.00	0.00	40,885.04	64.84

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<u>313-SIDEWALK CONSTRUCTION</u>									
TOTAL REVENUE	0.00	0.47	0.00	0.97	2.37	0.00	0.00	(2.37)	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	0.47	0.00	0.97	2.37	0.00	0.00	(2.37)	0.00
<u>314-CROWN POINT IMPROVEMENTS</u>									
TOTAL REVENUE	0.00	0.00	0.00	0.02	0.05	0.00	0.00	(0.05)	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	0.02	0.05	0.00	0.00	(0.05)	0.00
<u>315-NW 62ND& 103RD INT-NCL</u>									
TOTAL REVENUE	1,500.00	549.39	0.00	110.90	211.65	0.00	0.00	(211.65)	0.00
TOTAL EXPENDITURES	0.00	1,902.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	1,500.00	(1,353.00)	0.00	110.90	211.65	0.00	0.00	(211.65)	0.00
<u>316-NW 64th & 63rd PL & MHR</u>									
TOTAL REVENUE	1,000,000.00	6.59	1,000,000.00	431.60	1,053,303.49	0.00	0.00	(53,303.49)	105.33
TOTAL EXPENDITURES	1,106,012.00	21.52	1,000,000.00	0.00	15,383.99	0.00	0.00	984,616.01	1.54
REVENUES OVER/(UNDER) EXPENDITURES	(106,012.00)	(14.93)	0.00	431.60	1,037,919.50	0.00	0.00	(1,037,919.50)	0.00
<u>317-AUGUSTINE TRAIL</u>									
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
<u>318-PARK & TRAIL IMPROVEMENT</u>									
TOTAL REVENUE	223,339.00	98,425.55	125,000.00	18,940.66	19,022.04	0.00	0.00	105,977.96	15.22
TOTAL EXPENDITURES	60,000.00	(2,498.45)	160,000.00	0.00	0.00	0.00	143,773.52	16,226.48	0.00
REVENUES OVER/(UNDER) EXPENDITURES	163,339.00	100,924.00	(35,000.00)	18,940.66	19,022.04	0.00	(143,773.52)	89,751.48	54.35
<u>325-FIBER OPTIC PROJECT</u>									
TOTAL REVENUE	61,750.00	557.98	845,000.00	103.82	567,690.37	0.00	0.00	277,309.63	67.18
TOTAL EXPENDITURES	579,223.00	0.00	845,000.00	0.00	64,115.89	0.00	0.00	780,884.11	7.59
REVENUES OVER/(UNDER) EXPENDITURES	(517,473.00)	557.98	0.00	103.82	503,574.48	0.00	0.00	(503,574.48)	0.00
<u>333-NW 62ND-NW 86TH TO PPKWY</u>									
TOTAL REVENUE	0.00	6.52	0.00	13.58	33.15	0.00	0.00	(33.15)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6.52	0.00	13.58	33.15	0.00	0.00	(33.15)	0.00
<u>334-MERLE HAY EAST IMPROVEMEN</u>									
TOTAL REVENUE	259,000.00	51,394.43	3,039,760.00	864.38	2,808,267.53	0.00	0.00	231,492.47	92.38
TOTAL EXPENDITURES	3,698,070.00	827,949.07	3,039,760.00	405,047.18	571,559.42	0.00	0.00	2,468,200.58	18.80
REVENUES OVER/(UNDER) EXPENDITURES	(3,439,070.00)	(776,554.64)	0.00	(404,182.80)	2,236,708.11	0.00	0.00	(2,236,708.11)	0.00

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<u>335-SIGNALIZATION PROJECTS</u>									
TOTAL REVENUE	10,249.00	10,233.66	0.00	6.79	12,166.18	0.00	0.00	(12,166.18)	0.00
TOTAL EXPENDITURES	10,145.00	(0.19)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	104.00	10,233.85	0.00	6.79	12,166.18	0.00	0.00	(12,166.18)	0.00
<u>338-JOINT PUBLIC SAFETY BLDG</u>									
TOTAL REVENUE	12,480.00	705.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	472,819.00	4,019.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(460,339.00)	(3,314.03)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>339-SATELLITE FIRE STATION</u>									
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
<u>340-TERRA LAKE</u>									
TOTAL REVENUE	845,264.00	3,014.41	1,552,000.00	648.47	1,537,042.09	0.00	0.00	14,957.91	99.04
TOTAL EXPENDITURES	2,300,400.00	4,900.00	1,452,000.00	230,042.42	425,530.16	0.00	0.00	1,026,469.84	29.31
REVENUES OVER/(UNDER) EXPENDITURES	(1,455,136.00)	(1,885.59)	100,000.00	(229,393.95)	1,111,511.93	0.00	0.00	(1,011,511.93)	1,111.51
<u>341-LEW CLARKSON IMPROVEMENTS</u>									
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
<u>342-2012 STORM DRAINAGE IMP</u>									
TOTAL REVENUE	2,200.00	1,061.60	0.00	18.29	140.06	0.00	0.00	(140.06)	0.00
TOTAL EXPENDITURES	435,000.00	142,396.37	0.00	36,489.63	36,489.63	0.00	0.00	(36,489.63)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(432,800.00)	(141,334.77)	0.00	(36,471.34)	(36,349.57)	0.00	0.00	36,349.57	0.00
<u>343-BEAVER DR. TRAIL</u>									
TOTAL REVENUE	1,450.00	466.35	700,000.00	60,248.48	776,536.39	0.00	0.00	(76,536.39)	110.93
TOTAL EXPENDITURES	700,000.00	0.00	700,000.00	9,085.35	37,312.27	0.00	0.00	662,687.73	5.33
REVENUES OVER/(UNDER) EXPENDITURES	(698,550.00)	466.35	0.00	51,163.13	739,224.12	0.00	0.00	(739,224.12)	0.00
<u>344-NW BEAVER DR/JOHNSTON DR</u>									
TOTAL REVENUE	93,870.00	167.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	85,784.00	3,213.75	0.00	988.74	988.74	0.00	0.00	(988.74)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	8,086.00	(3,046.55)	0.00	(988.74)	(988.74)	0.00	0.00	988.74	0.00
<u>345-54th AVENUE IMPROVEMENTS</u>									
TOTAL REVENUE	50,000.00	0.06	400,000.00	0.11	0.26	0.00	0.00	399,999.74	0.00
TOTAL EXPENDITURES	400,285.00	0.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(350,285.00)	0.06	0.00	0.11	0.26	0.00	0.00	(0.26)	0.00

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<u>634-03A,05A,06A IMPROVEMENT</u>									
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
<u>635-SEWER ASSESSMENT RESERVE</u>									
TOTAL REVENUE	106,742.00	20,044.00	0.00	13,037.58	13,847.46	0.00	0.00	(13,847.46)	0.00
TOTAL EXPENDITURES	0.00	0.00	192,695.00	16,057.92	48,173.76	0.00	0.00	144,521.24	25.00
REVENUES OVER/(UNDER) EXPENDITURES	106,742.00	20,044.00	(192,695.00)	(3,020.34)	(34,326.30)	0.00	0.00	(158,368.70)	17.81
<u>638-NW AREA SANITARY DISTRICT</u>									
TOTAL REVENUE	50,045.00	49,563.89	600,000.00	11.24	28.91	0.00	0.00	599,971.09	0.00
TOTAL EXPENDITURES	167,133.00	40,533.30	765,779.00	13,814.93	41,444.79	0.00	0.00	724,334.21	5.41
REVENUES OVER/(UNDER) EXPENDITURES	(117,088.00)	9,030.59	(165,779.00)	(13,803.69)	(41,415.88)	0.00	0.00	(124,363.12)	24.98
<u>639-SEWER EQUIPMENT REPLACEMENT</u>									
TOTAL REVENUE	26,278.00	6,570.71	30,736.00	2,562.72	7,687.11	0.00	0.00	23,048.89	25.01
TOTAL EXPENDITURES	52,001.00	4,290.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(25,723.00)	2,280.04	30,736.00	2,562.72	7,687.11	0.00	0.00	23,048.89	25.01
<u>671-STORM WATER O&M</u>									
TOTAL REVENUE	694,173.00	158,079.02	776,223.00	65,005.97	194,980.16	0.00	0.00	581,242.84	25.12
TOTAL EXPENDITURES	552,679.00	113,305.04	538,492.00	39,671.42	115,304.94	0.00	0.00	423,187.06	21.41
REVENUES OVER/(UNDER) EXPENDITURES	141,494.00	44,773.98	237,731.00	25,334.55	79,675.22	0.00	0.00	158,055.78	33.51
<u>672-2016A STORM WATER SINKING</u>									
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
<u>675-STORM WATER IMPROVEMENTS</u>									
TOTAL REVENUE	0.00	0.00	785,400.00	0.00	0.00	0.00	0.00	785,400.00	0.00
TOTAL EXPENDITURES	0.00	0.00	785,400.00	0.00	0.00	0.00	0.00	785,400.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>950-HEALTH DEDUCTIBLE CLAIMS</u>									
TOTAL REVENUE	0.00	358,394.34	0.00	91,065.46	268,134.90	0.00	0.00	(268,134.90)	0.00
TOTAL EXPENDITURES	0.00	293,157.53	0.00	76,518.75	243,086.27	0.00	0.00	(243,086.27)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	65,236.81	0.00	14,546.71	25,048.63	0.00	0.00	(25,048.63)	0.00
<u>953-EMPLOYEE FLEX SPENDING</u>									
TOTAL REVENUE	0.00	354.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	(5,297.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5,651.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>									
GRAND TOTAL REVENUES	40,126,976.00	5,699,703.83	49,671,816.00	3,104,720.12	16,233,448.32	0.00	0.00	33,438,367.68	32.68
GRAND TOTAL EXPENDITURES	57,400,821.00	7,103,837.38	49,830,586.00	4,848,386.13	10,643,679.41	0.00	652,378.47	38,534,528.12	21.36
REVENUES OVER/(UNDER) EXPENDITURES	(17,273,845.00)	(1,404,133.55)	(158,770.00)	(1,743,666.01)	(5,589,768.91)	0.00	(652,378.47)	(5,096,160.44)	3,520.67-

8x5

SENIOR CITIZENS 2016-17					
	September		Actual 7/01/16- 9/30/16	Budget 07/01/16- 06/30/17	<Over> Under Budget
Beginning Cash	3,370.76		5,522.77	3,785.58	-1,737.19
Revenue	0.17		0.46	0.00	-0.46
From General Fund	0.00		0.00	5,300.00	5,300.00
Expenditures	960.50	*	3,112.80	5,300.00	2,187.20
Ending Cash	2,410.43		2,410.43	3,785.58	1,375.15
(*6/30/16 Accounts Payable Accrual entries-Audit)					

8x6

City of Johnston

Street Division Monthly Operations Report

Date: September 2016	Work Completed	Man Hours
Concrete Maintenance		
Full Depth Patching	14 Patches	308.5
Crack \ Joint Sealing		
Pothole Repair	Ongoing	26
Miscellaneous Repair	Ongoing	4
<i>Total:</i>		338.5
Asphalt Maintenance		
Full Depth Patching	3 Patches	55.5
Crack \ Joint Sealing	Ongoing	6
Pothole Repair		
Miscellaneous Repair		
<i>Total:</i>		61.5
Roadway Markings		
New Sign Installation	NW 63rd Pl	20.5
Sign Maintenance	Ongoing	6
Roadway Painting	Ongoing	182
Traffic Signals \ Street Lighting	Ongoing	4
<i>Total:</i>		212.5
Roadway and Roadside Maintenance		
Road Side Mowing	Ongoing	13
Shoulder Maintenance	NW Beaver Dr	44.5
Street Sweeping	Parade Route	26
Brush and Trash Removal		
<i>Total:</i>		83.5
Facility Maintenance		
Facility Maintenance City Hall	Ongoing	11
Facility Maintenance Library	Ongoing	3
Facility Maintenance Police Dept		
Facility Maintenance Fire Dept	Ongoing	7
Facility Maintenance Public Works	Ongoing	96
<i>Total:</i>		117
Storm Water Drainage		
Intake Structure Repair \ Replace	3 Replacements	86
Culvert Repair \ Replace	Ongoing	11
Ditch \ Culvert Grading and Cleaning		
Intake Cleaning \ Debris Removal	Heavy Rain	31
<i>Total:</i>		128

	Work Completed	Man Hours
Snow and Ice Control		
Equipment Prep and Maintenance	Parade	35.5
Anti Ice Control		
Snow Removal Operations		
Clean-up Operations		
Material Stock Pile \ Storage		
<i>Total:</i>		35.5
Miscellaneous Service Requests		
Community Events	Home Coming	19.5
Tornado Sirens	Testing	2
Banners		
Assist other Departments		
Animal Control \ Dead Animal Disposal	13 Disposals	8.5
<i>Total:</i>		30
Emergency Operations		
Flooding		
High Wind Event		
<i>Total:</i>		
Fleet Maintenance		
Public Works	Ongoing	99
Police	Ongoing	23
Fire	Ongoing	1
Water \ Sewer	Ongoing	8
Community Development		
<i>Total:</i>		131
Training / Safety		
Training Classes	SPOT	4
Safety Classes	Ongoing	28
<i>Total:</i>		32

Paid Time Off taken in September, 225 Hours
Concrete patching is ongoing. Asphalt shoulder repair on NW Beaver Dr. Roadway painting of symbols and stop bars. A number of heavy rain events required cleaning of storm sewer intakes. Staff set up and ran traffic control for the homecoming parade. Reset the Library flag pole. The safety topic of the month was Emergency Preparedness and Fire Extinguisher safety.

8x7

City of Johnston

Water Department Monthly Operations Report

	Date:		Sep-16
	Work Completed	Units	ManHours
Service Orders			
<i>Total Service Orders</i>	168	<i>each</i>	135
DNR Sampling Requirements			
DNR: Disinfectant Residual	88	<i>Each</i>	24
DNR: Bacteria Sampling	20	<i>Each</i>	15
DNR: Disinfectant By-Products	0	<i>Each</i>	0
<i>Total: Samples</i>			38
Water Distribution Maintenance			
Water Infrastructure Repairs			0
Water Division Equipment Maintenance			182
<i>Total: Distribution Maintenance</i>			182
Construction Services			
<i>Total Construction Service</i>	7	<i>each</i>	39
Utility Locates			
Utility Locate Requests	451	<i>Each</i>	95
GIS Mapping			15
<i>Total Utility Locates</i>			109
Grand Totals			502

City of Johnston

Wastewater Department Monthly Operations Report

	Date:		Sep-16
	Work Completed	Units	ManHours
Low Pressure Sewer			
Grinder Tank: Preventative Maintenance			22
Grinder Tank: Repairs	5	Each	27
Grinder Pumps Replaced	1	Each	
Grinder Tank Inspections	1	Each	1
<i>Total: Low Pressure Sewer Maintenance</i>			49
Sanitary Sewer Manholes			
Manhole: Inspections	0		0
Manhole: Rehab	1		4
Manhole: Cleaning	0		0
<i>Total: Sanitary Sewer Manhole Maintenance</i>			4
Sanitary Sewer Pipeline			
Pipeline: Televising	0	Lineal Ft	0
Pipeline: Repairs	0		0
Pipeline: Cleaning	0	Lineal Ft	0
<i>Total: Sanitary Sewer Pipeline Maintenance</i>			0
Sewer Equipment Maintenance			
<i>Total: Sewer Equipment Maintenance</i>			102
Sanitary Sewer Grand Totals			155
Training			21
Storm Sewer			0
Streets (Snow Removal)			0

City of Johnston
Year to Date Building Permit Report
September 2016

8x8

	This Month		LAST MONTH		THIS MONTH LAST YEAR		THIS CALENDAR YEAR		LAST CALENDAR YEAR		THIS FISCAL YEAR		LAST FISCAL YEAR	
	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION	No.	VALUATION
BUILDING PERMITS														
Single Family Dwelling	4	\$ 1,131,000	10	\$ 3,555,001	10	\$ 3,029,000	80	\$ 17,356,026	98	\$ 27,467,000	21	\$ 7,097,001	47	\$ 12,825,000
Townhome	0	\$ -	0	\$ -	0	\$ -	0	\$ -	35	\$ 6,615,000	0	\$ -	7	\$ 1,587,000
Duplex	4	\$ 841,000	0	\$ -	2	\$ 353,000	18	\$ 3,299,000	8	\$ 1,215,000	4	\$ 841,000	6	\$ 913,000
Multi-Family Residential	0	\$ -	0	\$ -	0	\$ -	1	\$ 4,602,000	7	\$ 46,355,000	0	\$ -	5	\$ 40,287,000
Total Residential	8	\$ 1,972,000	10	\$ 3,555,001	12	\$ 3,382,000	99	\$ 25,257,026	228	\$ 81,652,000	26	\$ 7,938,001	66	\$ 55,612,000
Commercial	0	\$ -	1	\$ 866,524	3	\$ 29,400,000	3	\$ 4,133,805	8	\$ 36,582,984	1	\$ 866,524	6	\$ 36,282,984
Industrial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Commercial	0	\$ -	1	\$ 866,524	3	\$ 29,400,000	3	\$ 4,133,805	8	\$ 36,582,984	1	\$ 866,524	6	\$ 36,282,984
Res. Garages & Accessory Bldgs.	7	\$ 47,000	4	\$ 61,500	2	\$ 11,520	37	\$ 245,003	22	\$ 858,520	14	\$ 123,500	11	\$ 460,520
Commercial Garages & Accessory Buildings	0	\$ -	0	\$ -	1	\$ 181,000	2	\$ 2	1	\$ 181,000	0	\$ -	1	\$ 181,000
Relocation & Demolition	1	\$ -	0	\$ -	0	\$ -	3	\$ -	5	\$ -	1	\$ -	3	\$ -
Swimming Pools	1	\$ 159,000	2	\$ 50,000	1	\$ -	9	\$ 404,001	14	\$ 219,000	4	\$ 279,000	3	\$ 29,000
Fences	11	\$ -	8	\$ -	5	\$ -	87	\$ 18	69	\$ -	33	\$ -	17	\$ -
Signs	3	\$ -	1	\$ -	1	\$ -	22	\$ 2	29	\$ -	5	\$ -	7	\$ -
Government	1	\$ 8,100,000	0	\$ -	0	\$ -	1	\$ 8,100,000	0	\$ -	1	\$ 8,100,000	0	\$ -
ADDITIONS & ALTERATIONS														
Dwellings	23	\$ 344,500	10	\$ 243,000	13	\$ 363,000	147	\$ 2,331,311	89	\$ 1,616,640	53	\$ 741,502	32	\$ 640,640
Commercial	2	\$ 860,000	1	\$ 250,000	3	\$ 4,700,000	14	\$ 3,752,500	17	\$ 7,671,963	7	\$ 2,532,000	11	\$ 6,099,963
Industrial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Other	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Grand Total	57	\$ 11,482,500	37	\$ 5,026,025	41	\$ 38,037,520	424	\$ 44,223,958	402	\$ 128,782,107	144	\$ 20,580,527	156	\$ 99,306,107

8x9

PLANNING & ZONING COMMISSION



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

Minutes
Regular Meeting: Monday, October 10, 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	Pavlovec	Petersma	Anderson
Present	X	X	X	X		X	X
Absent					X		

City Staff Present: Aaron Wolfe, Clayton Ender, Rebekah Davis

3. Approval of Agenda

Petersma called for a vote to approve the agenda.

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

4. Approval of Meeting Minutes: Regular Meeting of September 26, 2016.

Roll Call Vote:

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

5. PZ Case No. 16-20; Preliminary and Final Plats for Elmerodo Estates Plat 4: The applicant, Mark Shryock, wishes to subdivide the subject property into one lot, two outlots, and one street lot. Proposed Lot 1 would contain the existing home on the property. Proposed Outlot 'W' would contain the portion of the Benton Dam on the subject property. Proposed Outlot 'V' is intended for future development. Proposed Lot 'A' would be deeded to the City for street right of way.

Ender presented the staff report. *

Johnson requested clarification on the property boundaries of Outlot 'W' and Lot 1. Ender specified the boundaries of Outlot 'W' and Lot 1 on the final plat and explained that Outlot 'W'

would be an unbuildable lot intended to protect the dam from being undermined by future development. He added that there will be a 50 foot overland flowage easement to accommodate water flow in the event that the spill way is crested.

Anderson inquired if there were any plans for the development of Outlot 'V'. Ender stated there have been no plans submitted for the development of Outlot 'V'.

Petersma inquired if there were any plans to subdivide Lot 1. The applicant, Mark Shryock stated that he had no plans to subdivide Lot 1. Petersma noted that subdividing Lot 1 is an option. The applicant affirmed and explained that the subdivision of Lot 1 would be a 2-4 years in future if he ever considered this option.

Petersma opened for public comment at 7:06 p.m.

Monique Van Der Heijden, 10113 NW 80th Lane, stated that at the conclusion of the City Council meeting in consideration of the rezoning of the subject property, City Council determined that there needed to be some guidance of the water flow from the dam and there had to be an agreement on the maintenance of the dam. She inquired as to how the water flow would be guided to ensure that flooding will not be an issue. She owns Lot 10 of Elmerodo Estates Plat 2 and a portion of the dam. She wants a maintenance agreement established and requested clarification on Outlot 'W' and Outlot 'V'.

Ender stated that Outlot 'W' is unbuildable lot and building setbacks for Lot 1 will begin from the boundary of Outlot 'W'. Outlot 'W' is meant to provide a buffer for the dam and protect the integrity of the dam by not allowing structures to be built on or immediately adjacent to the dam. The emergency spillway will be accommodated by the overland flowage easement to the north. With the future development of Outlot 'V', grading will have to ensure that the channel of water flow from the emergency spillway to the overland flowage easement remains intact. However, water flow will only occur from the emergency spillway when the dam crests. In regards to dam maintenance, staff suggests affected parties agree upon a permanent maintenance agreement for the dam and pond. However, since the pond and dam are on private property the city should not be a party to the maintenance agreement. The City cannot require a maintenance agreement but does encourage a maintenance agreement to be established.

Smith inquired if the maintenance agreement was a recommended condition of the plat. Petersma clarified that the City cannot require that private parties to enter into an agreement. Ender explained that it is recommended that a maintenance agreement be established however, it is not a requirement. The adjacent property owners would still have responsibility for their portion of the dam and pond unless a maintenance agreement is established; sharing the responsibility.

Johnson clarified that forcing a maintenance agreement oversteps the jurisdiction of the city. Ender affirmed and explained that there are several City Council members that stated that they would like to see a maintenance agreement before approval of the plat. Johnson stated that it is not in the commission's power to mandate a maintenance agreement for the dam and pond. Wolfe clarified that the commission makes recommendations to the City Council. Johnson explained that the commission, unlike City Council is required to follow specific regulations preventing them from requiring that a maintenance agreement be accompanied with the plat.

Mrs. Van Der Heijden, believes that at the City Council meeting in consideration of the rezoning, the council established the requirement of a maintenance agreement for the final plat. Petersma explained that requiring a maintenance agreement is within the authority of City Council and our recommendation is that a maintenance agreement be established. Wolfe stated that City Council had the same objections and a few City Council members did not intend to vote for approval unless a maintenance agreement was developed between effected parties.

Smith inquired if Lot 10 of Elmerodo Estates Plat 2 and the Outlot 'W' would be parties to a maintenance agreement if one were to be established. Ender explained that the private entities involved in the maintenance agreement would have to be determined who would be included. Ender added the pond extends onto a few adjacent properties.

Gerardus Van Der Heijden, inquired about the separation for Outlot 'W' from Lot 1. Petersma responded that Outlot 'W' was created to protect the dam; to ensure that structures will not be placed near the dam and compromise the integrity of the structure. Ender stated that the City has been in contact with the Iowa Department of Natural Resources Dam Safety Program during the rezoning process and they stated that development in the area of Outlot 'W' would not likely be approved for through their flood plain development permitting process.

Wolfe noted that existing lots were platted as a part of county. With our current platting review processes, we require the boundaries of a pond to be platted on an outlot; the outlot would be owned and maintained by an association. We have required a portion of the applicants property adjacent to the dam be platted as an outlot because that is our current platting process. We cannot force the remaining adjacent property to replat a portion of their lots into an outlot and have an association maintain the pond and the dam. We can only recommend the applicant to engage in a maintenance agreement, require that he accommodate the overland flowage and ensure that properties downstream from the overland flowage are protected.

Mrs. Van Der Heijden believes that the dam has been designated as deficient because the potential for property damage. The residential properties are causing the deficiency of the dam. She discourages building more homes adjacent to the deficient dam. She explained how when the subject property was agricultural land the dam was not deficient because there was not liability of property damage.

Wolfe stated homes cannot be built on Outlot 'V' unless prior approval from the commission and City Council. The creation of Outlot 'V' allows for property transfer and not transfer of the liability of the dam. At that the platting stage, we can determine how the proposed development will be affected by the dam. However, we cannot force the property owners will come together and make a maintenance agreement.

Severino requested clarification on the Van Der Heijden's concerns regarding development of the property to the north of Outlot 'W'. Staff has stated that development in that area will not likely occur because the IDNR will not likely approve a flood plain development permit for the area. Wolfe noted that the DNR stated that homes cannot be built in the flowage area of the dam because structures cannot be built in the over flow area of the dam. There is a portion of the property that is not downstream from the dam however; it is located on a hill. Petersma stated that Lot 1 could be further subdivided. Wolfe added that if Lot 1 were to ever be subdivided it would be difficult if possible to build a structure on the hillside. However, if it were, it would be beyond the over flow part of the dam. Ender stated that if the applicant decided to further subdivide the property the DNR believes that structures could potential be built northeast of the dam. Ender stated that if the applicant decided to subdivide Lot 1 the proposal would need to be reviewed by city staff, the IDNR, the commission and City Council and comply with all zoning regulations.

Severino stated that adjacent properties owners with ownership of the dam and pond would have a greater liability if there were more development adjacent to the dam. He believes that development affecting the dam's designated status unmanaged by adjacent property owners may diminish their desire to enter into a maintenance agreement. Petersma noted that we can only review the current proposal not any probable development and we are unable to legally bind the recommendation of a maintenance agreement.

Severino inquired as to what attempts have been made by the applicant to engage in or encourage the establishment of a maintenance agreement. The applicant noted that the agreements that have been established through the rezoning stated that there will be no maintenance agreement. He stated that he cannot enter into a maintenance agreement and have neighbors dictate property maintenance requirements; such as cutting the grass and trimming the trees. He stated that the City Attorney agrees that this requirement is out of the city's authority. When he had requested to subdivide his property, the adjacent property owners became aware of the potential liability and are now requesting a maintenance agreement be established. We have designated Outlot 'W' and moved the property boundary of Lot 1 further away from the dam. He believes that there should be an outlot around the entire structure of the dam and noted that any development below the dam will go thru the flood plain development and planning and zoning application process. He considers Outlot 'W' as the maintenance agreement because it protects the dam and he believes that the adjacent property owners should subdivide their properties to create an outlot to ensure that the dam is protected.

Jeff Gaddis, Civil Engineering Consultants, the land surveyor, stated that Outlot 'W' was instituted to protect the dam. Initially, they had proposed an easement adjacent to the pond which was rejected. In the case of a catastrophic dam failure, the overflow would damage the applicant's property; the applicant's home is the structure that would be affected if the dam were to break even with the preliminary plan for Hidden Valley Estates. Potentially, Lot 1 could be subdivided; someone may see value on the west end of Lot 1 because it is above the dam. We have allowed for the 50 foot overlaid flowage easement. The future design engineer needs a 30 foot minimum however, they provided 20 additional feet. 25 feet is required to get the water flow around the corner. The maintenance agreement is an individual landowner contract. He asked if the agreement were established who would be financially responsible and who would enforce the responsibility. The applicant is accepting the largest portion of potential loss and the majority of the value in the land and property. An easement cannot be established on the private land of the adjacent property owners. Gaddis stated that if he had the ability he would establish an outlot around the entire pond and dam he would however; he only has the ability to do so on the subject property.

Mr. Van Der Heijden stated that he has not been contacted by the applicant to have a portion of their property be included in the outlot. Gaddis clarified that he would need to plat their entire property to subdivide a portion of it into an outlot. He clarified that he is functioning as a land surveyor on the applicant's behalf yet, this is the first time that he has heard that Van Der Heijden had a desire to be included in the new plat. Mrs. Van Der Heijden believes that the developer has the majority of the risk of financial and property loss from the deficient dam however he has all the financial benefit of the developing the residual property. She stated that there is no benefit for them however there is increased liability.

Linda Evans, 7820 NW 100th Street, stated that City Council approved rezoning with the requirement that a maintenance agreement be established before the plat would be approved. She believes that the commission should deny the request because the applicant refuses to engage in a maintenance agreement going against staff's recommendation.

Petersma clarified that the recommendation of a maintenance agreement goes to City Council. However, it seems as though many would be in favor of the recommendation. Wolfe clarified that City Council receives their recommendations from the commission. He recalls that at the City Council meeting considering the rezoning, the same topics were discussed and at that time a few council members stated that they would vote no if the plat came before them without a maintenance agreement.

Johnson asked the Van Der Heijden's what they would gain from the development of a maintenance agreement. Mr. Van Der Heijden stated that he does not believe that it is fair to put all the liability and risk of a dam failure on a single property owner. He believes that the liability should be on the city or an association. There should be something in place that creates a

shared liability. He would like to see a platting plan that portrays the plans for the entire subject property to determine the effect and potential liability. He stated that when the property was zoned agricultural there was limited liability of property damage however, the development of residences creates a greater liability. He does not believe that any private individual can accept that responsibility. Johnson clarified Van Der Heijden statement; noting that he desires a maintenance agreement from a liability perspective rather than from a dictation of property maintenance requirements such as cutting the grass and trimming the trees. Van Der Heijden affirmed.

Mrs. Van Der Heijden would like a maintenance agreement that disperse the liability amongst all affected parties. She believes that a maintenance agreement would clarify the responsibility and liability of the dam and pond. She requested that the platting process be delayed until there is a comprehensible maintenance agreement established.

Motion by Severino, second by Spencer to approve PZ Case No. 16-20, the Preliminary and Final Plats for Elmerodo Estates Plat 4, 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. Due to the lack of an existing maintenance agreement, the property owner of the proposed Outlot 'W' will have ownership/maintenance responsibilities for their portion of the existing dam/pond. It is recommended that the affected parties develop a permanent maintenance agreement and begin to take steps to ensure that the Benton Dam is no longer classified as a deficient dam by the Iowa Department of Natural Resources. Any modifications to the dam shall be permitted and inspected by the Iowa DNR and should give consideration to potential future development downstream of the dam.
3. Submission of all legal documents prior to City Council action on the Final Plat.

Roll Call Vote:

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

6. Other Business

7. Adjournment

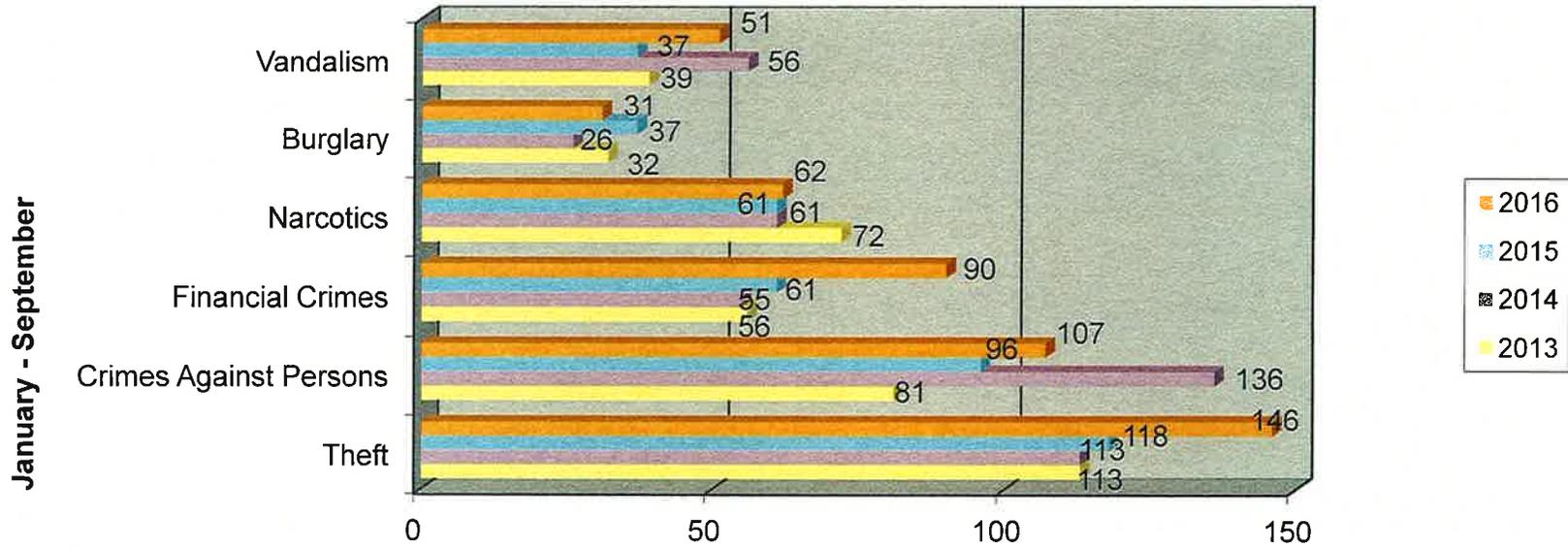
Meeting adjourned at 8:05 PM.

Chair

Secretary

8x10

2013-2016 Crime Stats Trend January - September



**2016 Investigations Unit
Cases Assigned by Month**

8x11

2016													
Cases/Calls by Category	January	February	March	April	May	June	July	August	September	October	November	December	Year
<i>Adult in Need of Assistance (AINA)</i>	7	2	5	5	4	3	2	6	2				36
<i>Alcohol Offenses</i>													0
<i>Animal Calls</i>													0
<i>Assault</i>	2		4	2	3	3	3		1				18
<i>Attempted Murder</i>													0
<i>Burglary cases</i>	5	3	4	2	3	4	5	4	5				35
<i>Child in Need of Assistance (CHINA)</i>	9	5	2	2	2	3	2	2	3				30
<i>Child/Dependent Adult Abuse</i>									1				1
<i>Child Enticement</i>				1									1
<i>Civil Issue</i>	1				2		2	1	1				7
<i>Criminal Mischief</i>	3	4	4	8	7	5	6	6	2				45
<i>Custody Dispute</i>		1											1
<i>Death Investigations</i>			2	1	2	1		2	2				10
<i>Dog Bite</i>													0
<i>Domestic Abuse/Dispute</i>		2	6	4	5	2	3	3	3				28
<i>Fire/Arson</i>						1			1				2
<i>Fraud/Forgery</i>	6	8	3	9	4	4	4	4	5				47
<i>Harassment</i>	6	1	5	2	6	6	5	6					37
<i>Hit and Run/Accident</i>	2	4		5	1	3	3	8	3				29
<i>Homicide</i>													0
<i>Identity Theft</i>	1	1	7	5	3	3	3	6	8				37
<i>Kidnapping</i>							1						1
<i>Missing Person</i>						1		1					2
<i>Narcotics</i>	1	2					1						4
<i>Pornography/Sex Crimes</i>							5	1	1				7
<i>Robbery</i>					1				1				2
<i>Runaway</i>		1		4	6			3	7				21
<i>Sex Abuse/Assault</i>		1	1	2	2	3	2	3					14
<i>Suspicious Activity/FIR</i>	7	2	2	2		4	3	2	4				26
<i>Suspicious Package</i>													0
<i>Theft cases</i>	8	20	13	7	11	7	20	23	21				130
<i>Traffic</i>		1	2	1									4
<i>Trespass</i>	3	3	1	1		2	2	1					13
<i>Verbal Dispute</i>							2	1	1				
<i>Vice</i>					1								1
<i>Weapons</i>							1		1				2
<i>Other</i>	2	2	3	2	1	3	1						14
Total Cases	63	63	64	65	64	58	76	83	73	0	0	0	605
Other Activities													
<i>Arrest Warrant</i>	4	7	3	8		2		4	3				31
<i>Background Investigation</i>							2	2	1				5
<i>Calls off Duty</i>	20	14	28	30	23	11	20	25	22				193
<i>Call Outs</i>	1	3	2	3		1	1	4	3				18
<i>CSI Processing</i>					4	2	4	5	3				
<i>Classes Taught</i>		4		1		2	1	2	1				11
<i>Court</i>			2					2	1				5
<i>Department Training</i>			2	4	2	1	5	2	4				20
<i>Dignitary Protection</i>								2					2
<i>Fraud Meetings</i>	1	2		1									4
<i>Outside Agency Assists</i>	1	5	7	2	4	5	10	2					36
<i>Intel Meetings</i>	4	4	4	4	4	4	4	4	4				36
<i>Meeting</i>				3	5	2	9	6	5				
<i>Parade</i>						1			1				2
<i>Patrol Assists</i>	3	4	8	3	3	8	4	3					36
<i>Phone/Computer Forensics</i>	2	2	1	3	6	1	2	5	4				26
<i>Public Assist</i>	2	1	1										4
<i>Sex Offender Check</i>						1		1					2
<i>Search Warrant</i>			1			1	2	1	1				6
<i>Subpoena</i>					3	6	1	6	2				
<i>Surveillance</i>		4	2				1		2				
<i>Training</i>	3	1	5	4	15	6	5		4				43
<i>Trial Preparation</i>	1		1			1	1	2	2				8
<i>Use of Force Review</i>							1	1					2
<i>Other</i>	8			1	1								10
Total Cases	50	51	67	67	70	55	73	79	63	0	0	0	575

2016 Statistical Comparison by Month

8x12

Overview	January	February	March	April	May	June	July	August	September	October	November	December
Street Miles Patroled	16040	14345	13759	18646	11467	13489	17518	19409	16139			
Calls for Service (logged events)	2448	2182	1924	1648	1726	1828	2225	2165	2166			
Incident Reports	116	108	131	127	137	141	139	170	141			
Traffic Stops	297	337	345	277	259	442	483	490	499			
Motor Vehicle Crashes	38	19	31	28	21	27	30	31	29			
Total Arrests (filed charges: adult + juv)	16	16	13	22	25	23	14	24	16			
Juvenile Arrests	3	5	0	6	6	5	1	4	5			
Business / School Checks	1077	918	698	469	473	465	756	702	574			
Bike Patrol Contacts	0	0	0	0	135	235	631	416	311			
Total Activity	3995	3585	3142	2577	2782	3166	4279	4002	3741	0	0	0
Traffic Enforcement												
Citations Issued	119	121	132	113	78	150	139	190	122			
Written Warnings	230	264	231	200	195	325	351	359	373			
Parking Tickets	14	124	4	3	11	2	0	4	2			
OWI - Operating while intox.	3	1	0	1	3	3	0	3	2			
Total	366	510	367	317	287	480	490	556	499	0	0	0
Calls Investigated by Category												
Death Investigations	0	0	2	0	2	1	0	2	2			
Controlled Substances	6	3	3	3	6	3	0	3	1			
Assault	6	3	4	6	5	2	2	2	2			
Burglary	6	4	8	2	2	6	11	8	14			
Sex Abuse	0	1	2	0	1	1	0	1	0			
Theft	9	24	16	19	14	16	23	27	21			
Vandalism	5	8	6	11	7	14	11	9	6			
Domestic Abuse	8	10	12	13	19	10	12	16	9			
Disturbance	3	7	14	22	27	27	49	16	23			
Alcohol Offenses	2	1	2	4	4	4	7	4	3			
Animal Calls	40	29	35	32	34	33	40	33	42			
Arson	0	0	0	0	0	0	0	0	0			
Robbery	0	0	1	0	0	2	0	0	1			
Fraud/Financial Crimes	10	7	6	10	8	11	8	12	12			



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 October 17, 2016

<p>SUBJECT: Consider Resolution #16-221 establishing deer management zones on private properties for the 2016/17 urban bow hunt program</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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JPS

SYNOPSIS:

This is the 19th year Johnston will participate in the urban bow hunt for deer. The initiative began in 1998 due to a recommendation by the Polk County Deer Task Force as a way to manage the deer population to reduce the number of deer/vehicle and deer/property conflicts. Pleasant Hill, Urbandale, Clive, West Des Moines, Des Moines, Polk County, the state of Iowa and the U.S. Army Corps of Engineers participate in the program.

The goal of the Task Force is to maintain the deer population below 30 deer per square mile. Based on the annual aerial survey, the deer per square mile in various locations in Johnston are:

Year	Beaver Creek	Camp Dodge	Westside of Saylorville Lake
2008	169	66	59
2009	125	49	45
2010	136	42	71
2011	103	48	44
2012	46	22	60
2013	125	41	49
2014	115	45	19

The City Council approves, by resolution, the areas that will be open for hunting. Any hunting that takes place outside of an approved area is illegal. On August 1st the council approved the public areas that will be allowed to

RESOLUTION NO. 16-221

A RESOLUTION ESTABLISHING PRIVATE PROPERTIES TO BE DESIGNATED FOR THE 2016/17 URBAN BOW HUNT PROGRAM

WHEREAS, it has been determined by the Polk County Deer Task Force that a deer management program in Polk County is needed to reduce the number of deer/property and deer/vehicle conflicts,

WHEREAS, The Polk County Deer Task Force recommends that the City of Johnston participate with other metropolitan area communities in the annual bow hunt for deer,

WHEREAS, Johnston has participated with other communities in the urban bow hunt for deer since the beginning of the program in 1998,

WHEREAS, Chapter 41.13 of the Johnston Municipal Code allows hunting by bow and arrow within the Johnston City limits and establishes the conditions for the program,

WHEREAS, Chapter 41.13 (D) of the Johnston Municipal Code requires that the City Council designate the areas, by resolution, where the deer hunt may take place,

WHEREAS, city staff has reviewed the properties proposed to be hunted and has determined they meet the criteria for the hunt, now therefore,

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

Resolution No. 16-221 is adopted designating private properties to be approved for bow hunting for deer within the Johnston city limits for the 2016/17 hunting season. The properties included in the resolution is:

1. DuPont Pioneer Property (Beaver Creek flood plain)
2. Ward property, 7317 NW Beaver Drive

CITY OF JOHNSTON

Property owner request to have their property included in the Urban Bow
Hunting program
August 2015

Note: This form/process may be completed by the property owner or by an interested person on behalf of the property owner (i.e. a hunter that is interested in hunting the property).

Name of the property owner: DUPONT PIONEER

Street Address: 7300 NW 62ND AVE

Daytime Phone: 515-650-0423 Evening/Weekend Phone: 515-650-0423

E-mail address: ben.hinds@pioneer.com

Contact person for the hunt (if different from the property owner):

Name: BEN HINDS

Daytime phone: 515-650-0423 Evening/Weekend Phone: 515-650-0423

E-mail address: ben.hinds@pioneer.com

Description of the property to be hunted including size and any unique characteristics:

Johnston Deer Management Zones H, I, J

Reason(s) why you are requesting your property to be hunted (check all that apply):

- Too many deer
- Property damage caused by deer
- Vehicle accident concerns
- Sanitary issues
- Concerned with personal safety
- Other _____

Hunters are required to hunt from an elevated stand. Does the property contain trees that would enable hunters to hunt from an elevated stand? yes no

Chapter 41.13 of the city code defines where hunting is allowed and the requirements for hunting. Hunting is not allowed within 200 feet of a home or building UNLESS the property owner or authorized property manager waives the separation requirement in writing to the City. In making the request to have your property hunted are you also waiving the 200 foot separation requirement for your property?

Yes , No . If no, explain _____

Are there any homes or buildings on neighboring properties that are within 200 feet of the area to be hunted on your property that may require a 'Waiver of Separation?'

Yes _____, No . If yes, explain _____

Are there any schools or day cares licensed and/or registered with the state of Iowa within 300 feet of your property?

Yes , No _____. If yes, explain Johnston H.S.; ON EAST END OF PROPERTY,
ALL HUNTING WILL BE DONE
ON THE WEST END.

Are there any recreation trails, streets or roads within 100 feet of the area on your property that is to be hunted?

Yes , No _____. If yes, explain TRAIL ALONG BEAVER CREEK

Hunting rules as established by the Iowa Department of Natural Resources must be followed. For example hunting must occur between ½ hour before sunrise and ½ hour after sundown. Are there any additional restrictions regarding the times and/or days that will be placed on hunters that hunt your property?

Adjoining property owners may request to have their properties included in the bow hunting program. Do you support hunting on adjoining properties?

Yes , No _____. If no, explain _____

If the city receives inquiries from hunters looking for properties to hunt, do you want the city to provide your contact information to interested hunters?

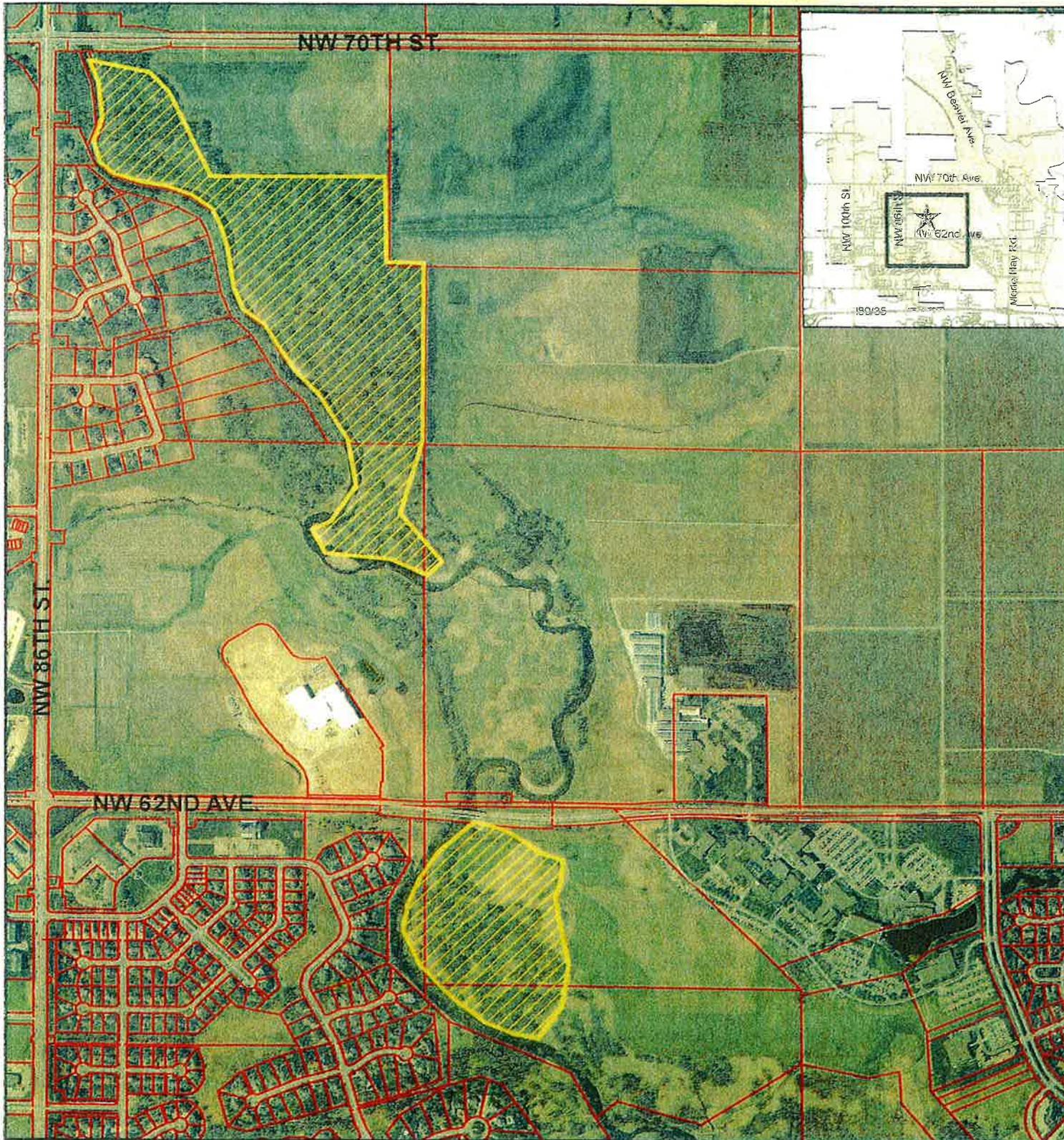
Yes _____, No .

By signing this form, I acknowledge that I am familiar with the rules and regulations of the urban bow hunt program (including distance requirements and the hunter approval process). I agree to abide by the rules and regulations as established by the City of Johnston, the Polk County Deer Task Force and the Iowa Department of Natural Resources and I agree to save and hold the city and its officials, employees and agents harmless from any and all liability for personal injuries, death, property damage, and other claims arising out of or associated with deer hunting, and entry upon land, whether caused solely by my negligence or actions or contributed to by the City, its officials, employees or agents.

Property owner(s) signature: Ben [Signature]

Date: 9/28/2016

Pioneer Urban Bow Hunt Area Map



CITY OF JOHNSTON
Property owner request to have their property included in the Urban Bow
Hunting program
August 2016

Note: This form/process may be completed by the property owner or by an interested person on behalf of the property owner (i.e. a hunter that is interested in hunting the property).

Name of the property owner: Ed & Lynne Ward

Street Address: 7317 N.W. Beaver Dr.

Daytime Phone: 276 6271 Evening/Weekend Phone: 276 6271

E-mail address: Ed Ward @ Catholic Health.net

Contact person for the hunt (if different from the property owner):

Name: _____

Daytime phone: _____ Evening/Weekend Phone: _____

E-mail address: _____

Description of the property to be hunted including size and any unique characteristics:

Reason(s) why you are requesting your property to be hunted (check all that apply):

- Too many deer
- Property damage caused by deer
- Vehicle accident concerns
- Sanitary issues
- Concerned with personal safety
- Other _____

Hunters are required to hunt from an elevated stand. Does the property contain trees that would enable hunters to hunt from an elevated stand? yes no

Chapter 41.13 of the city code defines where hunting is allowed and the requirements for hunting. Hunting is not allowed within 200 feet of a home or building UNLESS the property owner or authorized property manager waives the separation requirement in writing to the City. In making the request to have your property hunted are you also waiving the 200 foot separation requirement for your property?

Yes , No . If no, explain _____

Are there any homes or buildings on neighboring properties that are within 200 feet of the area to be hunted on your property that may require a 'Waiver of Separation?'

Yes _____, No . If yes, explain _____

Are there any schools or day cares licensed and/or registered with the state of Iowa within 300 feet of your property?

Yes _____, No . If yes, explain _____

Are there any recreation trails, streets or roads within 100 feet of the area on your property that is to be hunted?

Yes _____, No . If yes, explain _____

Hunting rules as established by the Iowa Department of Natural Resources must be followed. For example hunting must occur between ½ hour before sunrise and ½ hour after sundown. Are there any additional restrictions regarding the times and/or days that will be placed on hunters that hunt your property?

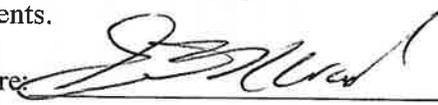
Adjoining property owners may request to have their properties included in the bow hunting program. Do you support hunting on adjoining properties?

Yes , No _____. If no, explain _____

If the city receives inquiries from hunters looking for properties to hunt, do you want the city to provide your contact information to interested hunters?

Yes _____, No .

By signing this form, I acknowledge that I am familiar with the rules and regulations of the urban bow hunt program (including distance requirements and the hunter approval process). I agree to abide by the rules and regulations as established by the City of Johnston, the Polk County Deer Task Force and the Iowa Department of Natural Resources and I agree to save and hold the city and its officials, employees and agents harmless from any and all liability for personal injuries, death, property damage, and other claims arising out of or associated with deer hunting, and entry upon land, whether caused solely by my negligence or actions or contributed to by the City, its officials, employees or agents.

Property owner(s) signature: 

Date: 8-8-16

CITY OF JOHNSTON

Acknowledgement of a request to allow bow hunting for deer on an adjoining property

August 1, 2016

The purpose of this document is to provide a method to assure neighbors are informed of a request to allow bow hunting for deer on an adjoining property.

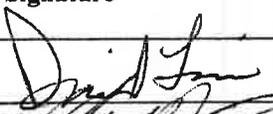
The urban bow hunting program was established in an effort to control the deer population in Polk County. Controlling the population will reduce property damage caused by deer and the number of deer/vehicle accidents. Hunters must follow the hunting rules as established by the Iowa Department of Natural Resources, the Polk County Deer Task Force and the city of Johnston. Hunters are only allowed to hunt on properties approved by resolution of the Johnston City Council. Iowa law allows hunters to enter private property to retrieve an animal. In retrieving an animal the hunter must leave their weapon on the property on which they were approved to hunt or store the weapon in their vehicle. The dates established for the 2016/17 hunt are September 17, 2016 through January 29, 2017.

Participating hunters must meet the following criteria:

- Possess a valid deer hunting license for Deer Management Zone (DMZ) Zone 48 issued by the Iowa Department of Natural Resources (DNR)
- Pass an approved International Bowhunters Education Foundation (IBEF) bowhunter safety education course
- Pass a National Field Archery Association (NFAA) archery proficiency test using your hunting weapon (to be completed annually)
- Obtain written permission from the owner of the property to be hunted.
- Hunters must take all shots from an elevated stand at least six feet in height.

ED AND LYNN WARD (property owners name) has requested that their property located at 7317 NW BEAVER DR. (address) be included in the Polk County Urban Bow Hunting program. The reason for the request is TOO MANY DEER, PROPERTY DAMAGE, VEHICLE ACCIDENT CONCERNS.

By state law hunting may not occur prior to ½ hour before sunrise and ½ hour after sundown. The property owner has requested the following additional time and day restrictions are placed on the hunters - NONE. By signing below the adjoining property owner acknowledges that they are aware of the request to hunt the property.

Name (print)	Address	Signature	Support and/or concerns regarding the proposed hunt
DAVID AND MELESSA LEWIS	7363 NW BEAVER DR. JOHNSTON, IA 50131		
RICHARD AND WILLIAM WALLER	PO BOX 407 JOHNSTON, IA 50131		

Ward Property 7317 NW Beaver Drive





OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 October 17, 2016

<p>SUBJECT: Consider third reading and adopting and publishing Ordinance 950; approving an Official Zoning Map Amendment for the Simpson Property from A-R Agricultural Reserve District to R-1(75) Single-Family Residential District, C-2 Community Retail Commercial District, PC Professional Commerce Park District, and R-3 Medium Density Multiple Family Residential District.</p>	<p>ACTIONS REQUIRED: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review</p>
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<p>SYNOPSIS:</p>	<p>Simpson Enterprises, Inc. has petitioned for a rezoning of their property from A-R, Agricultural Reserve District to R-1(75) Single-Family Residential District, C-2 Community Retail Commercial District, PC Professional Commerce Park District, and R-3 Medium Density Multiple Family Residential District. Simpson Enterprises has provided a development agreement that would restrict the land uses permitted on a portion of the C-2 zoned property.</p>
<p><i>UPDATE SINCE SEPTEMBER 19, 2016 MEETING:</i></p>	<p>No changes have been made since the September 19, 2016 City Council meeting and no public comments have been received.</p>
<p><i>UPDATE SINCE OCTOBER 3, 2016 MEETING:</i></p>	<p>No changes have been made since the October 3, 2016 City Council meeting and no public comments have been received.</p>
<p>RECOMMENDATION:</p>	<p>At their August 29, 2016 meeting the Planning & Zoning Commission recommended approval of PZ Case No. 16-22; an amendment to the Official Zoning Map for 7.7 acres from A-R Agricultural Reserve District, to R-1(75) Single-Family Residential District, and an amendment to the Official Zoning Map for 28.2 acres from A-R Agriculture Reserve District, to C-2 Community Retail Commercial District, and an amendment to the Official Zoning Map for 17.9 acres from A-R Agriculture Reserve District, to PC Professional Commerce Park District, and an amendment to the Official Zoning Map for 12.8 acres from A-R Agriculture Reserve District, to R-3 Medium Density Multiple Family Residential District. All zones shall extend to the centerline of adjacent right-of-way. The C-2 zoning district on the Simpson property shall be subject to the land use restrictions in the development agreement.</p>

Motion by _____, seconded by _____ to approve and adopt and publish Ordinance No. 950; rezoning the Simpson property from AR to R-1(75), C-2, PC, and R-3

Attachments: Development Application;
 Aerial Vicinity Map;
 Amended Johnston 2030 Comprehensive Plan Future Land Use Map;
 Amended Johnston 2030 Comprehensive Plan Future Land Use Map (zoomed to subject property);
 Current Official Zoning Map;
 Zoning Concept for Simpson Property;
 Development Agreement;
 Simpson Enterprises, Inc and WesleyLife Neighborhood Meeting Minutes;
 August 29, 2016 Planning and Zoning Commission Meeting Minutes;
 Development Notice;
 Neighborhood Mailing Notice;
 Neighborhood Mailing List;

ORDINANCE NO. 950

AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING THE OFFICAL ZONING MAP FOR APPROXIMATELY 7.7 ACRES AND ADJOINING RIGHT-OF-WAY FROM A-R, AGRICULTURAL RESERVE DISTRICT TO R-1(75) SINGLE FAMILY RESIDENTIAL AND AMENDING THE OFFICIAL ZONING MAP FOR APPROXIMATELY 28.2 ACRES AND ADJOINING RIGHT-OF-WAY FROM A-R, AGRICULTURE RESERVE DISTRICT TO C-2, COMMUNITY RETAIL COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP FOR APPROXIMATELY 17.9 ACRES AND ADJOINING RIGHT-OF-WAY FROM A-R, AGRICULTURE RESERVE DISTRICT TO PC, PROFESSIONAL COMMERCE PARK DISTRICT AND AMENDING THE OFFICIAL ZONING MAP FOR APPROXIMATELY 12.8 ACRES AND ADJOINING RIGHT-OF-WAY FROM A-R, AGRICULTURE RESERVE DISTRICT TO R-3, MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHWEST CORNER OF NW 70TH AVENUE AND NW 86TH STREET

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

SECTION 1. PURPOSE. The purpose of this ordinance is to change the Official Zoning Map of the City of Johnston, Iowa, under the provisions of Chapters 165 to 172 (Zoning Ordinance), Chapter 165 (General Provisions), Chapter 166.02 (Zoning District Boundaries and Official Zoning Map) of the Johnston Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED FROM A-R AGRICULTURE RESERVE DISTRICT, TO R-1(75) SINGLE FAMILY RESIDENTIAL DISTRICT. The following legally described property is hereby rezoned from A-R to R-1(75):

Beginning at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N 1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less, to the centerline of future Peckham Street; thence southerly along the centerline of future Peckham Street, a distance of 1,264 feet more or less to the north line of Creekside Estates, an official plat in the City of Johnston; thence southwesterly along the north line of said plat, a distance of 180 feet more or less, to the west line of said N 1/2 of the NE Fractional 1/4, said line also being the east line of Hidden Hills, an official plat in the City of Johnston; thence north along said line, a distance of 1,228 feet more or less, to the point of beginning.

SECTION 3. OFFICIAL ZONING MAP AMENDED FROM A-R AGRICULTURE RESERVE DISTRICT, TO C-2 COMMUNITY RETAIL COMMERCIAL DISTRICT. The following legally described property is hereby rezoned from A-R to C-2:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N 1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less to the

centerline of future Peckham Street and the point of beginning; thence continuing east along said line, a distance of 2,234 feet more or less to the centerline of NW 86th Street and the east line of the N1/2 of the NE Fractional 1/4 of said Section 3; thence south along said line, a distance of 627 feet to the centerline of a future street extended westerly from NW 86th Street; thence westerly along the centerline of the future street extended westerly, a distance of 1,768 feet more or less to the east line of the future Outlot A; thence north along the east line of future Outlot A, a distance of 295 feet more or less; thence west, a distance of 466 feet more or less to the centerline of future Peckham Street; thence northerly along the centerline of future Peckham Street, 310 feet more or less to the point of beginning.

SECTION 4. OFFICIAL ZONING MAP AMENDED FROM A-R AGRICULTURE RESERVE DISTRICT, TO PC PROFESSIONAL COMMERCE PARK DISTRICT. The following legally described property is hereby rezoned from A-R to PC:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N 1/2 of the NE Fractional 1/4 of said Section 3, a distance of 878 feet more or less to the east line of future Outlot A; thence south along said east line, a distance of 1,142 feet to the north line of Creekside Estates, an official plat in the City of Johnston, and the point of beginning; thence easterly along said north line, extended ahead to the centerline of NW 86th Street, a distance of 1,823 feet more or less; thence north along said centerline, a distance of 266 feet more or less to the centerline of a future street extended westerly from NW 86th Street; thence westerly along the centerline of the future street extended westerly, a distance of 1,768 feet to the east line of the future Outlot A; thence south along the east line of Outlot A, a distance of 537 feet more or less to the point of beginning.

SECTION 5. OFFICIAL ZONING MAP AMENDED FROM A-R AGRICULTURE RESERVE DISTRICT, TO R-3 MEDIUM DENSITY MULTIPLE FAMILY HOUSING DISTRICT. The following legally described property is hereby rezoned from A-R to R-3:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N 1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less, to the centerline of future Peckham Street; thence southerly along the centerline of future Peckham Street, 310 feet more or less and to the point of beginning; thence east, a distance of 467 feet more or less to the east line of future Outlot A; thence south along said east line, a distance of 833 feet more or less to the north line of Creekside Estates, an official plat in the City of Johnston; thence southwestly along said north line, a distance of 710 feet more or less to the centerline of future Peckham Street; thence northerly along the centerline of future Peckham Street, a distance of 954 feet more or less to the point of beginning.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. 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 8. 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 the 17th day of October, 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

1st Reading: September 19, 2016

2nd Reading: October 3, 2016

3rd Reading: _____

Passed: _____

Signed: _____

Published: _____

	1 st Reading		2 nd Reading		3 rd Reading	
	Aye	Nay	Aye	Nay	Aye	Nay
Brown	X		X			
Clabaugh	Absent		X			
Cope	X		X			
Lindeman	X		X			
Temple	X		Absent			

BACKGROUND &
PRIOR APPROVALS:

The City Council initiated a future land use map amendment and rezoning for the Simpson property at their August 1 meeting. The Simpson property is legally described as such:

CORR PARCEL R BK 12609 PG 226 BEG NW COR THN E1841.13F S 60F E 446.01F SE235.9F SE 214.7F S 161.7F E 10F S 109.49F W 50F S 60F E 50F S 177.19F TO N LN CREEKSIDE ESTS W 216.68F SW 195.99F SW 153.23F SW 583.13F SW 1305.51F SW 211.06F TO W LN N 1227.58F TO POB N 1/2 NE FRL 1/4 LESS 3.51A RD SEC 3-79-25

This property was zoned A-R at time it was annexed into the City and since that time, no prior rezoning has been considered for this property.

COMPREHENSIVE
PLAN:

The Johnston 2030 Comprehensive Plan's future land use map was amended at the September 19th, 2016 City Council meeting. The amendment to the future land use map increased the amount of low density residential to approximately 5.85 acres, decreased the amount of medium density residential to approximately 11.01 acres, reduced the office to approximately 10.64 acres, reclassified approximately 18.74 acres for commercial, kept open space and parks at approximately 11.01 acres, reduced open water to approximately 1.87 acres in recognition of lack of open water in one area, and reduced future roads to approximately 2.01 acres in recognition of where right-of-way will likely be provided.

The Johnston 2030 Comprehensive Plan defines Low Density Residential (LDR) as including housing with densities that generally range from two to five units per acre. Neighborhood areas classified as LDR will typically be predominately single-family detached units with the potential for some doubles and other lower density attached housing products.

The Johnston 2030 Comprehensive Plan defines Medium Density Residential (MDR) as including residential uses at densities that range from five to eight units per acre. MDR accommodates a mix of housing types including single-family detached, twinhomes, and lower density townhomes.

The Johnston 2030 Comprehensive Plan defines Office (O) as a land use category including lots or parcels that contain professional offices and services such as medical, law, real estate and financial businesses. In the 2030 Land Use Plan, office uses are designated along Merle Hay Road and other major road corridors as well as within the Business Park classification.

The Johnston 2030 Comprehensive Plan defines Commercial (C) as a land use category that includes retail and service commercial land uses that serve neighborhood, community and regional markets. The areas are located to provide convenient access for customers. Community and regional commercial has higher demands for traffic and accessibility, and are suitable

for only certain areas, because they rely upon customers from outside the community.

EXISTING ZONING:

A-R, Agricultural Reserve District. The A-R District is intended to provide for the protection and preservation of agriculture land within the incorporated area of the City. As an urban area, intensive agriculture is not considered appropriate. These uses would adversely effect adjacent development. This district recognized two distinct purposes for the A-R District.

- A. The district would protect agriculture areas that provide a stable and productive use until converted to urban land uses.
- B. The district would protect agriculture areas that have been identified in the Comprehensive Plan for long-term agriculture research and testing due to the unique soil characteristics present in the City.

PROPOSED ZONING:

The Simpson property is proposed to be split into four separate zoning classifications. The zoning districts would include R-1(75) Single Family Residential, R-3 Medium Density Multiple Family Residential, C-2 Community Retail Commercial, and PC Professional Commerce Park.

Residential zoning districts are intended and designed to preserve existing single family residential neighborhoods and to promote new single family residential neighborhoods with a desired diversity of single family housing sizes and costs.

The C-2 District is intended to provide a wide range of commercial and retail uses and services for residents of the community and outside the community, and has performance standards that encourage quality of building design, site design and construction aesthetically compatible with the desired character of the area.

The PC District is intended to be an area for accommodating the management, research, design, marketing and production needs of those professional-commerce enterprises which comply with the performance standards of this section, and are the interest of general community welfare, which recognizes that the community should be beautiful, as well as financially prosperous, spacious, and efficient. Within the PC District it shall be emphasized that the manner in which a use is accomplished is as important as the use; detracting, detrimental, or other generally unacceptable characteristics, including ugliness of physical properties, shall be discouraged, and contemporary, modern and futuristic design techniques which yield visual attractiveness encouraged.

With this Official Zoning Map Amendment, 7.7 acres is proposed to be

rezoned to R-1(75) Single Family Residential, 12.8 acres is proposed to be rezoned to R-3 Medium Density Residential, 28.2 acres is proposed to be rezoned to C-2 Community Retail Commercial, and 17.9 acres is proposed to be rezoned to PC Professional Commerce Park. All zones would extend to the centerline of adjacent right-of-way.

Within the R-3 district would be a skilled nursing and memory care facility, assisted living apartments, and independent living apartments. These uses are expected to be developed by WesleyLife. This use has prompted the property owner to request the rezoning of their property.

The following are the bulk regulations for each district:

Use	Maximum Building Height	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
R-1(75) Single Family Detached	35'	9,500'	75'	35'	8'/17'	35'
*Maximum density of 3.44 dwelling units per acre						

Use	Maximum Building Height	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
R-1(75) Single Family Bi-Attached	35'	16,000'	100'	35'	10'/20'	35'
*Maximum density of 5.4 dwelling units per acre *Only permitted with a special use permit						

Use	Maximum Building Height	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
R-3 Single Family Bi-Attached	35'	12,500'	100'	50'	10'/20'	35'
*Maximum density of 7.0 dwelling units per acre						

Use	Maximum Building Height	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
R-3 Townhomes, Condos, Multiple unit Dwellings	35'	80,000'	200'	50'	35'/70'	55'
*Maximum density of 8.0 dwelling units per acre						

Use	Maximum Building Height	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
Nursing, Convalescent, or Assisted Living	50'	80,000'	200'	50'	25'/50'	55'
* Maximum density of 16.0 dwelling units per acre or 32 beds per acre						

Use	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
C-2 Community Retail Commercial	20,000'	100'	30'	10'/20'	35'

Use	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback
PC Professional Commerce Park	40,000'	200'	50'	20'/40'	50'

DEVELOPMENT AGREEMENT:

At the September 19th, 2016 City Council meeting a development agreement was approved for a portion of this property. The development agreement restricts the allowed land uses on the western portion of the proposed C-2 zoning district. The following land uses are allowed in the standard C-2 zoning district, but with the development agreement they would not be permitted in the western portion of the C-2 zoning district:

- Bars/Taverns
- Billiard Parlors and Pool Halls

- Hotel/Motel
- Convenience Store
- Gas Station
- Restaurants with Drive-in Facilities, unless otherwise approved by the City Council as part of the site plan approval process
 - Coffee shops are exempt from this restriction.
- Temporary or Seasonal amusement enterprises, including carnivals and circuses
- Commercial sport or recreational enterprises, including non-profit amphitheaters, convention halls, and auditoriums

ADJACENT LAND USES:

Adjacent land uses include single family residential in the R-1(90) district to the south, single family residential in the R-1(75) district to the south, southeast, and north, single family residential in the R-1(100) district to the west and northwest, undeveloped residential in the Northwood PUD to the north allowing R-3 uses, undeveloped C-1 Neighborhood Commercial property to the north, and conservation district to the east.

BUFFERING:

The use of physical barriers or buffers is considered a necessary requirement to allow for the transition from one zoning district or land use to another contrasting zoning district or land use in recognition of neighbor's rights, to promote the coordination of neighborhood efforts and compatibility of neighborhood elements, and to protect the value of buildings and property.

Where zoning districts or land uses requiring a buffer between them are vacant or underdeveloped, the burden shall be assumed equally by each developer as the land is improved or developed. Where one of the two different zoning districts or land uses requiring a buffer between them is developed, the developer of the vacant land shall assume the burden.

There will be buffer requirements for areas of this site as it develops. Buffers will vary in size from 20 to 50 feet depending on the adjacent land uses and zoning districts. Some of the buffer requirements will be shared with adjacent properties and other buffer requirements will have the burden entirely on the developer of the vacant land.

As part of a site plan or plat, an alternative buffer may be reviewed by the Planning and Zoning Commission and approved by the City Council provided that it meets the intent of the buffer section of the code of ordinances while recognizing unique conditions such as actual proposed layout of buildings and parking areas, site conditions, and use of the property.

STREAM BUFFERING:

The City of Johnston Watershed Assessment and Stormwater Management Action Plan identifies this property as part of the Wooded Point sub-watershed and the South NW 70th sub-watershed. Each sub-watershed

includes a stream that conveys the flow through the sub-watershed to Beaver Creek. The City of Johnston Watershed Assessment and Stormwater Management Action Plan categorizes the two streams located on the Simpson property as “Type II” streams.

Type II Streams do not usually have established flood plains, but often have established baseflows in urban areas. These streams often have watersheds of 40 – 2000 acres and likely will require ongoing maintenance to prevent larger erosion issues from being created as development occurs. Such issues are difficult to be handled by either a private homeowner or an association of local property owners. As such, Type II Streams need to have buffers that protect against additional erosion, while allowing for corrective action to be taken at a future date. Reserved buffers should be wide enough to grade back steep slope areas from the existing stream flowline at grades of no steeper than 3:1 (6:1 preferred); while allowing for at least 20’ on either side for maintenance access.

Toward these ends, Chapter 145.19 of the City of Johnston Code of Ordinances requires Type II streams to be protected by a 50’ wide stream buffer on each side perpendicular to the waterway as measured from the centerline of the channel. Said area must be defined within recorded easement which includes a management plan, and must include dominant vegetation consisting of existing naturally regenerated or seeded planted native trees, shrubs, perennial grasses and forbs suited to the soil and hydrology of the site and intended purpose. Future platting efforts of the subject property must illustrate stream buffering sufficient to meet the above-listed requirements.

TRAFFIC ACCESS & CIRCULATION:

Peckham Street will be extended to the north to connect with NW 70th Avenue as this property develops. NW 69th Avenue would be extended east to connect with the future extension of Peckham Street. Access between the WesleyLife portion of the Simpson property and the remainder of the property may be maintained through ingress/egress easements depending on how the site develops. Additional streets with access points on NW 70th Avenue and NW 86th Street would be developed in the future as this property develops.

UTILITIES:

Sanitary Sewer: 15” sanitary sewer mains are available on the north and east side of this property. These mains will service any future development on this property.

Water: 12” water mains are available on the north and east side of this property. These mains will service any future development on this property.

FLOOD PLAIN:

This site is not located within the 100-year or 500-year floodplain.

PARKLAND
DEDICATION:

Chapter 180.43 of the City of Johnston code of ordinances requires dedication of 5 acres of public parkland for each 1,000 residents added to the community. The necessary dedication will be tabulated with approval the final plat or site plan and is based on the number of lots/ dwelling units created. The applicant has indicated that a park and trail would be developed for the area as it develops.

The Johnston 2030 Comprehensive Plan identifies a trail extending easterly from Peckham Street along the south property boundary and a trail extending northerly along future Peckham Street. These trails would need to be developed as the site develops. Simpson Enterprises, Inc did provide to the City a Bike Path easement along their south property boundary in 2006. Within this easement the bike path spoken of above would be developed as the site develops.

NORTHWEST AREA
WATER
CONNECTION
DISTRICT:

The subject property is within the Northwest Area Water District. Payment of district connection fees in the amount of \$1,750 per acre is required prior to City Council approval of any Final Plat creating a buildable lot.

NORTHWEST AREA
SANITARY SEWER
CONNECTION
DISTRICT:

This property is within the Northwest Area Sanitary Sewer Connection District. Payment of the Northwest Area Sanitary Sewer Connection District Fee of \$3,200 per acre for the portion of the any plat not within undevelopable outlots would need to occur prior to Council approval of any Final Plat creating a buildable lot.

IMPROVEMENTS TO
ADJACENT
ROADWAYS:

Plans are being designed to improve NW 70th Avenue north of this property. The plans include a future round about at the intersection of NW 70th Avenue and Peckham Street.

PUBLIC NOTICE
AND ADJACENT
NEIGHBOR
COMMENTS:

Signs advertising the public hearing had been placed along NW 70th Avenue and NW 86th Street, a notice was printed in the September 9, 2016 Johnston edition of the Des Moines Register advertising the public hearing, notice was sent to all properties within 320 feet of the rezoning area advertising the public hearing, and staff posted a proposed development notice to the city's website. Copies of the mailing and development notices are attached. As of publication of this report no public comments have been received. The applicant and WesleyLife did hold a neighborhood meeting prior to consideration by the City Council. The meeting minutes for that meeting are included as an attachment to this report.



DEVELOPMENT APPLICATION

City of Johnston, Iowa

Submission Date: 07/21/2010

Fee Amount: \$250

REG # 521052
*ATTACHED

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

**CITY OF JOHNSTON
COMMUNITY DEV. DEPT**

TYPE OF REQUEST:

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

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

DATE REC'D: 07/21/2010
CASE NO.: PZ 110-22

PROJECT NAME:

SIMPSON PROPERTY

PROJECT LOCATION:

SW of NW 70th Ave & NW 86th St.
(Street Address or Project Location)

PROPERTY OWNER:

Simpson Enterprises Inc.

Name

6108 Terrace Dr.

Address

Johnston

IA

50131

City

State

Zip

707-3836

Fax

jsimpson1003@gmail.com

Phone

Fax

Email Address

APPLICANT:

-owner-

Name

Address

City

State

Zip

Phone

Fax

Email Address

CONSULTANT:

(Architect, Engineer, etc.)

Bishop Engineering - Rick Baumhauer

Name

3501 104th St.

Address

Wubandale

IA

50322

City

State

Zip

276-8467

Phone

Fax

rbaumhauer@bishopengr.com

Email Address

PERSON TO BE BILLED:

owner

Name

Address

City

State

Zip

Phone

Fax

Email Address

DESCRIBE SCOPE
OF PROJECT:

Rezoning of approx. 63 acres
from A-R

LEGAL DESCRIPTION:

Parcel "R" - SK 12609, Pg 226
(in NE 1/4 Sec. 3-29-25)

(May be attached separately)

OWNER AND APPLICANT SIGNATURE AND CONSENT:

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

Jeff Simpson
Signature Property Owner

07/19/2016
Date

Jeff Simpson, Pres
Property Owner (Please Print)
Simpson Enterprises, Inc

Jeff Simpson
Signature of Applicant

07/19/2016
Date

Jeff Simpson, Pres.
Applicant (Please Print)
Simpson Enterprises, Inc

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

For questions concerning this Development Application please contact:

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

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.

DATE REC'D: 07/21/2016

CASE NO.: PZ 110-22



July 20, 2016

David Wilwerding
City of Johnston Community Development
6221 Merle Hay Rd, PO Box 210
Johnston, IA 50131

RE: Comp Plan Land Use Amendment- Simpson Property at SW quadrant of NW 70th Ave. & NW 86th St.

David,

On behalf of Simpson Enterprises Inc., we request a change to the city's Comprehensive Plan, Future Land Use plan.

The current plan shows medium density residential along the west portion of this site, and office along the eastern portion.

We request that additional types of land use be added to the site and existing types be adjusted. We request that single family be added along the western edge of the site; that commercial be added along the northern portion of the site; that office be increased along the southern portion; and that medium density residential be reduced to cover these additions and changes.

In support of this request we offer the following reasons:

As the City of Johnston continues to grow, especially northward, there is demand for more residential, commercial and office sites. The area around this location is being filled in now with new developments.

The existing vacant land would become a useful and tax generating component of the city.

This site has always been agricultural, however development has spread around this area and the agricultural use has become a land-locked use and restricted. It is time for this area to develop along with the land around it.

The proposed zoning either matches neighboring zoning or gradually steps up from less intensive to more intensive uses. Buffers, as prescribed by city ordinance will be used.

The impacts to the roadway, utility and city amenities will be minimal, as the city has planned and installed many of the public improvements needed by this area and the requested zoning. NW 86th

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.

DATE REC'D: 07/21/2010

CASE NO.: PZ 10-22

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: _____

We, the owners of property located at SW of NW 70th Ave & NW 86th St.
respectfully petition you to amend the Johnston Zoning Ordinance by rezoning the following legally
described property:

from the A-R District to the R1, R3, C-2 and Pnc Districts.
(Present Zoning) (Proposed Zoning)

N.A. 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.

Simpson Enterprises, Inc
by Jeff Simpson, Pres
Signature of Petitioner

6108 Terrace Drive
Address Johnston, IA 50131

515-707-3836
Phone Number

Attachments

FOR OFFICE USE ONLY

Petition Received By: _____ Date: _____

Petition Filed: _____ Fee Paid: _____ Receipt Number: _____

Zoning Descriptions for Simpson Property

Rev 7-20-16

To be Rezoned R-1(75):

Beginning at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less, to the centerline of future Peckham Street; thence southerly along the centerline of future Peckham Street, a distance of 1,264 feet more or less to the north line of Creekside Estates, an official plat in the City of Johnston; thence southwesterly along the north line of said plat, a distance of 180 feet more or less, to the west line of said N1/2 of the NE Fractional 1/4, said line also being the east line of Hidden Hills, an official plat in the City of Johnston; thence north along said line, a distance of 1,228 feet more or less, to the point of beginning.

To be Rezoned to R-3:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less, to the centerline of future Peckham Street; thence southerly along the centerline of future Peckham Street, 310 feet more or less and to the point of beginning; thence east, a distance of 467 feet more or less to the east line of future Outlot A; thence south along said east line, a distance of 833 feet more or less to the north line of Creekside Estates, an official plat in the City of Johnston; thence southwesterly along said north line, a distance of 710 feet more or less to the centerline of future Peckham Street; thence northerly along the centerline of future Peckham Street, a distance of 954 feet more or less to the point of beginning.

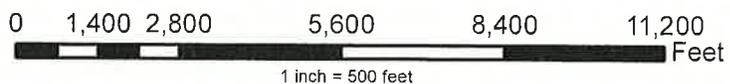
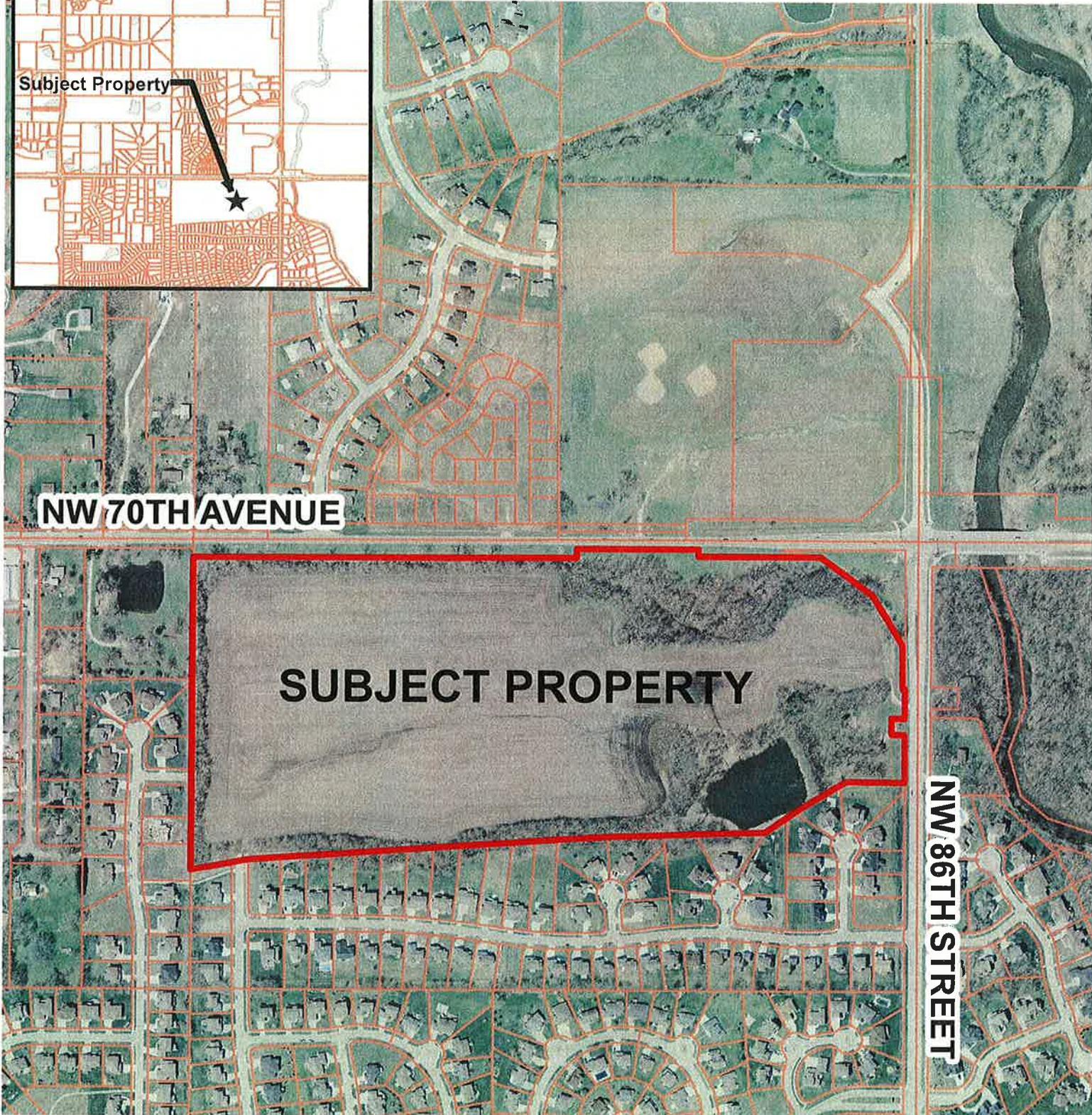
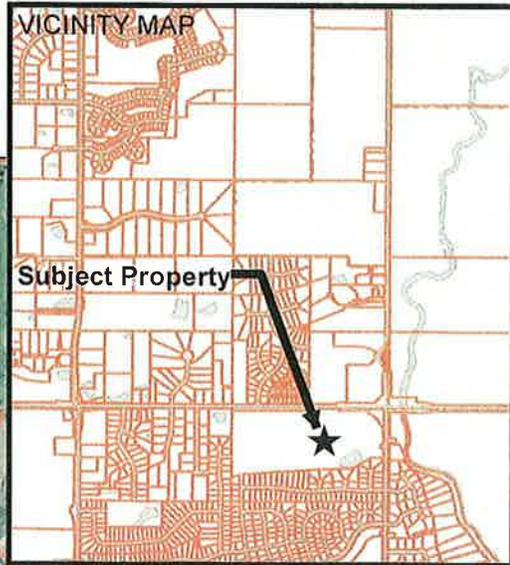
To be Rezoned P-C:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N1/2 of the NE Fractional 1/4 of said Section 3, a distance of 878 feet more or less to the east line of future Outlot A; thence south along said east line, a distance of 1,142 feet to the north line of Creekside Estates, an official plat in the City of Johnston, and the point of beginning; thence easterly along said north line, extended ahead to the centerline of NW 86th Street, a distance of 1,823 feet more or less; thence north along said centerline, a distance of 266 feet more or less to the centerline of a future street extended westerly from NW 86th Street; thence westerly along the centerline of the future street extended westerly, a distance of 1,768 feet to the east line of the future Outlot A; thence south along the east line of Outlot A, a distance of 537 feet more or less to the point of beginning.

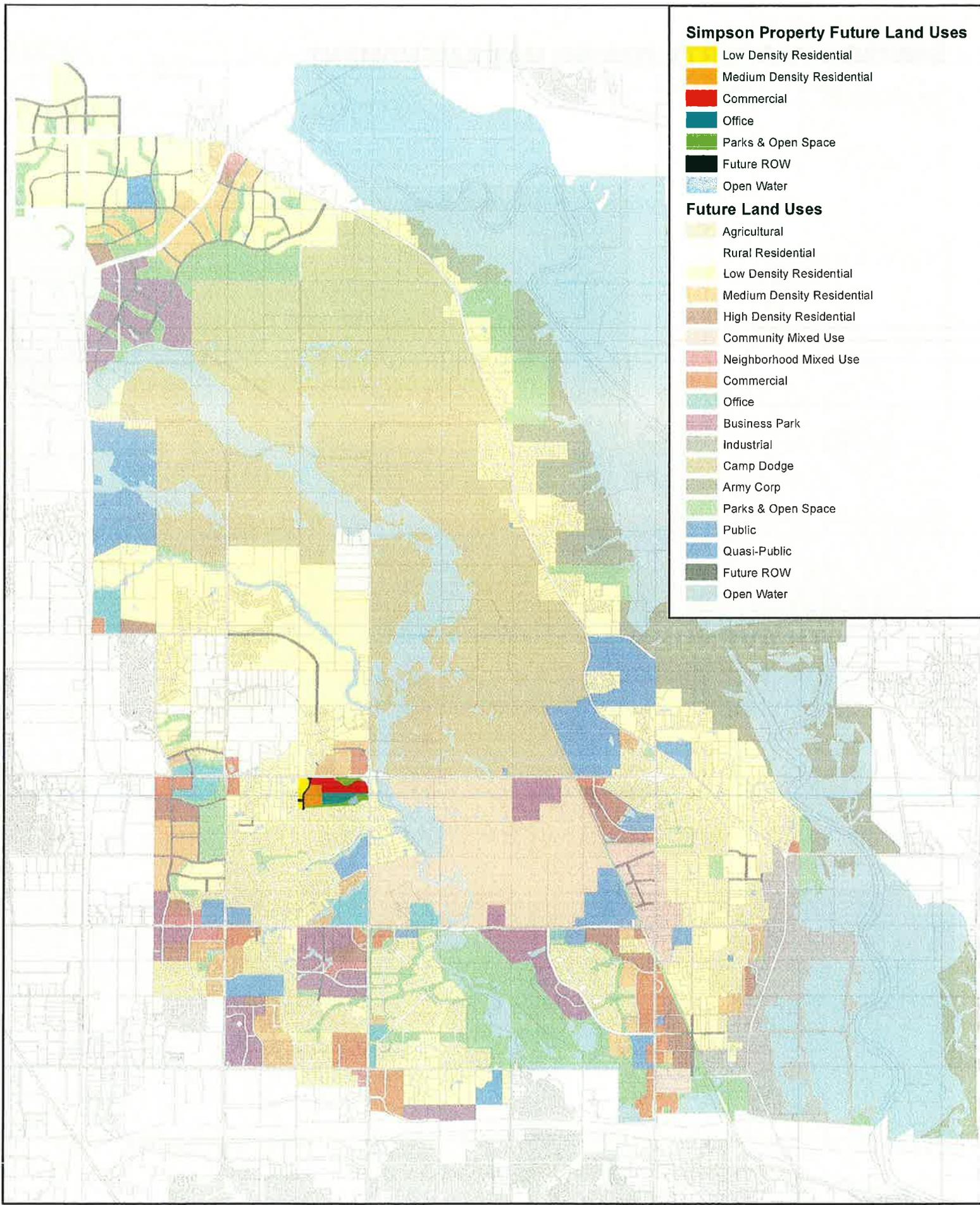
To be Rezoned C-2:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less to the centerline of future Peckham Street and the point of beginning; thence continuing east along said line, a distance of 2,234 feet more or less to the centerline of NW 86th Street and the east line of the N1/2 of the NE Fractional 1/4 of said Section 3; thence south along said line, a distance of 627 feet to the centerline of a future street extended westerly from NW 86th Street; thence westerly along the centerline of the future street extended westerly, a distance of 1,768 feet more or less to the east line of the future Outlot A; thence north along the east line of future Outlot A, a distance of 295 feet more or less; thence west, a distance of 466 feet more or less to the centerline of future Peckham Street; thence northerly along the centerline of future Peckham Street, 310 feet more or less to the point of beginning.

**PZ CASE 16-22
SIMPSON PROPERTY ZONING MAP AMENDMENT**



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



Simpson Property Future Land Uses

- Low Density Residential
- Medium Density Residential
- Commercial
- Office
- Parks & Open Space
- Future ROW
- Open Water

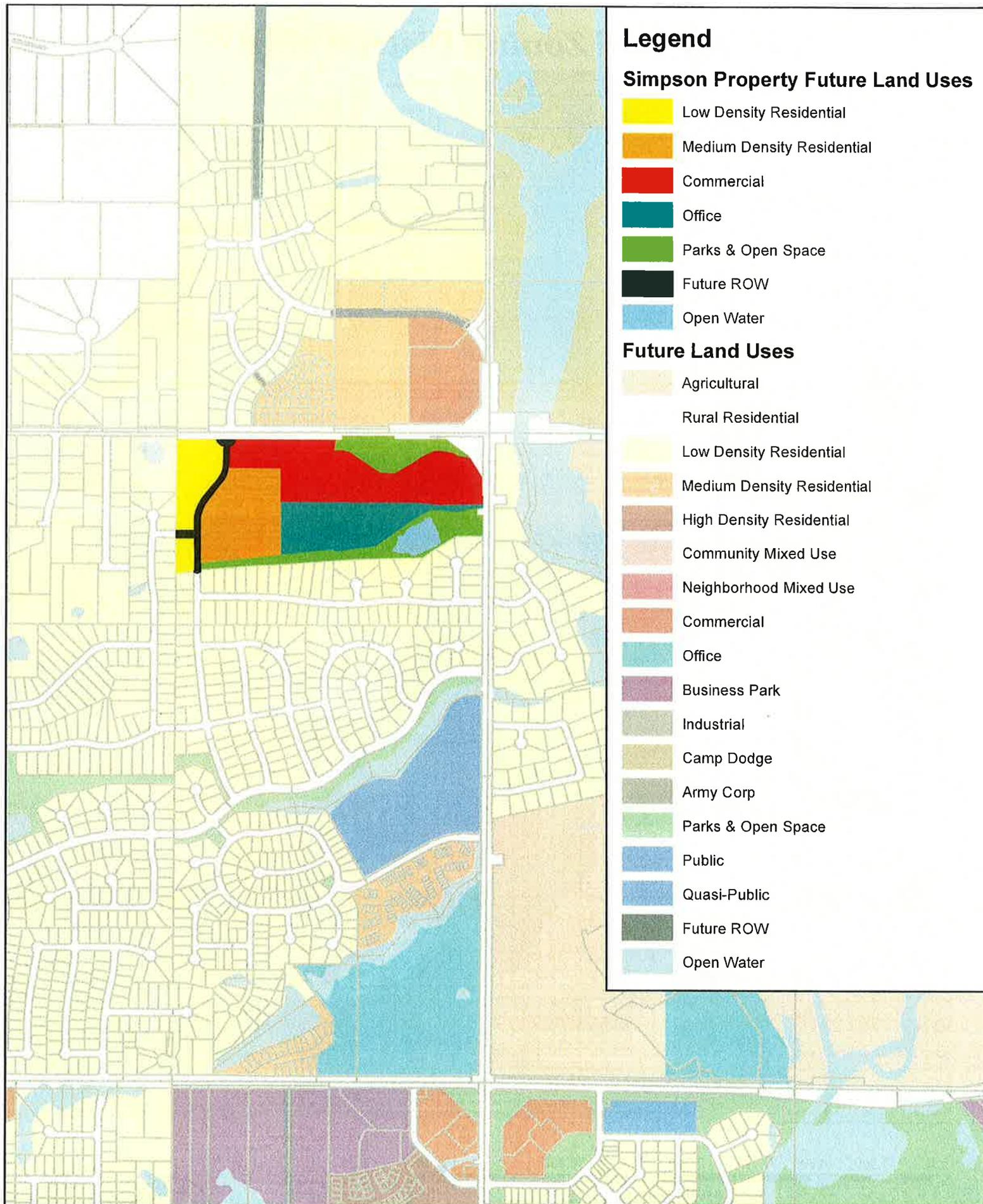
Future Land Uses

- Agricultural
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Community Mixed Use
- Neighborhood Mixed Use
- Commercial
- Office
- Business Park
- Industrial
- Camp Dodge
- Army Corp
- Parks & Open Space
- Public
- Quasi-Public
- Future ROW
- Open Water

0 2,500 5,000 10,000 Feet



**Amendment #10 To The
Future Land Use Map**



Amendment #10 To The Future Land Use Map



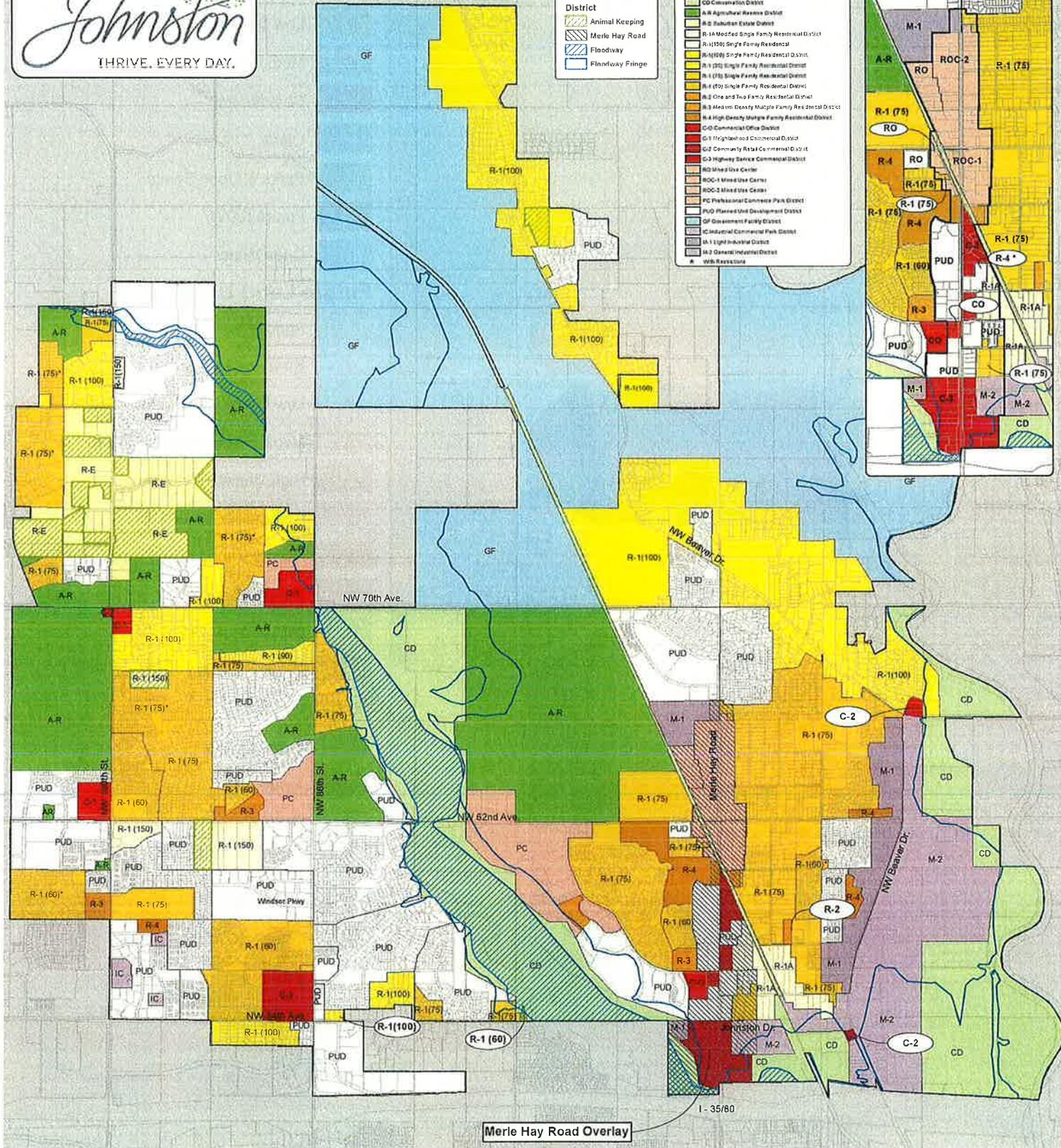
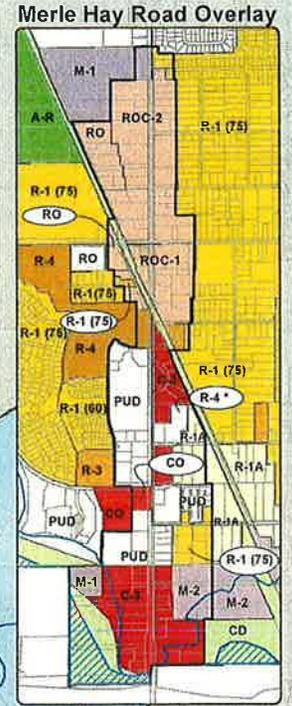
Official Zoning District Map

Overlay Zones

- District
- Animal Keeping
- Merle Hay Road
- Floodway
- Flowway Fringe

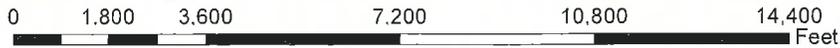
Zoning District

- CD Conservation District
- A-R Agricultural Reserve District
- R-1A Attached Single Family Residential District
- R-1(150) Single Family Residential District
- R-1(100) Single Family Residential District
- R-1(75) Single Family Residential District
- R-1(50) Single Family Residential District
- R-1 One and Two Family Residential District
- R-2 Medium Density Multiple Family Residential District
- R-3 High Density Multiple Family Residential District
- C-O Commercial Office District
- C-1 High Street Commercial District
- C-2 Community Retail Commercial District
- C-3 Highway Service Commercial District
- IC Industrial Office Center
- ROC-1 Mixed Use Center
- ROC-2 Mixed Use Center
- PC Professional Commerce Park District
- PUD Planned Unit Development District
- GF Government Facility District
- IC Industrial Commercial Park District
- M-1 Light Industrial District
- M-2 General Industrial District
- M-3 General Industrial District
- WB Wetlands



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W:\P\Map April 2018



1 inch = 950 feet

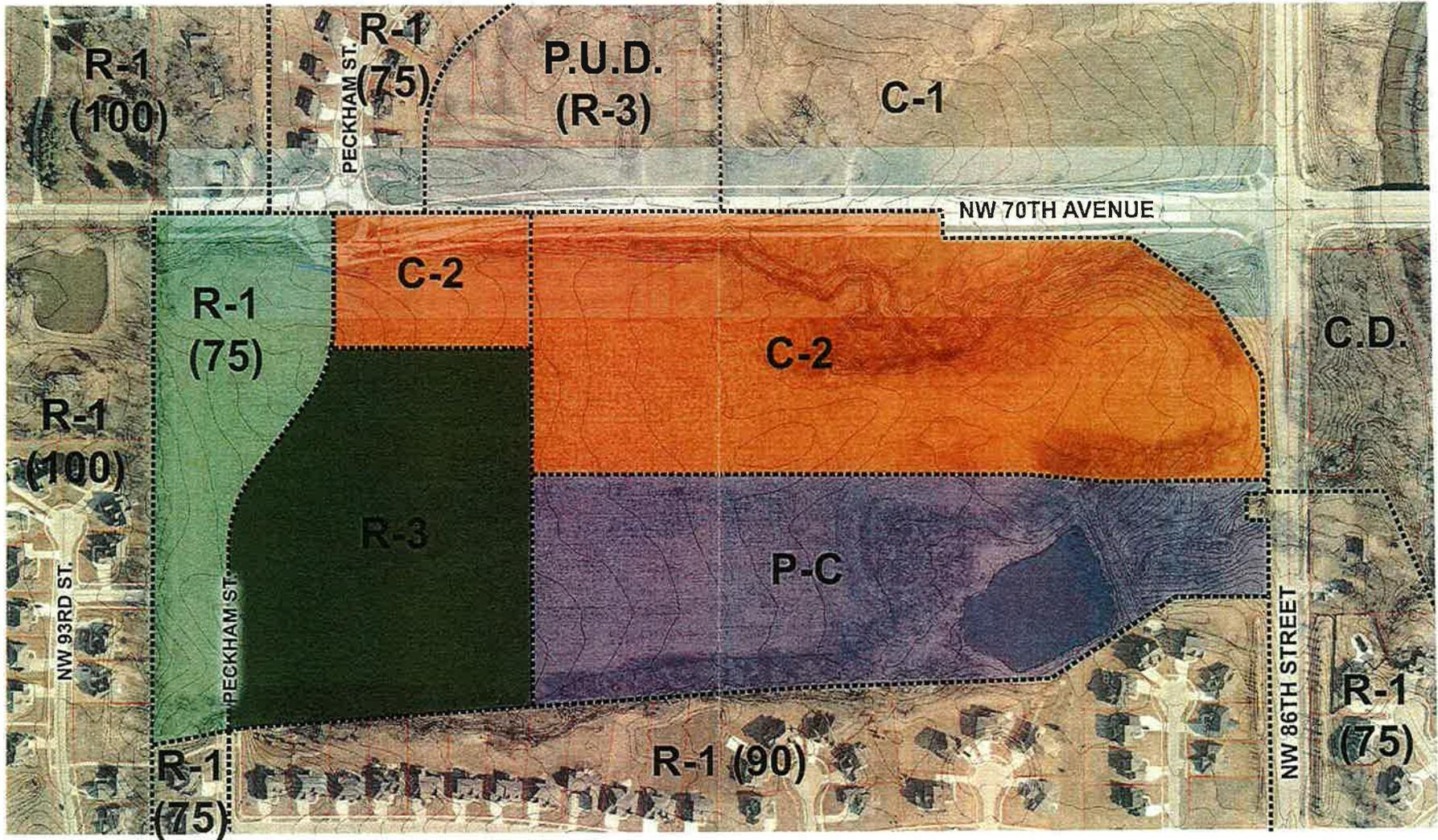
Created by the City of Johnston Department of Community Development
 6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)278-2344 Fax:(515)278-2033
 As of Ordinance/Resolution 14-215; Sept. 15, 2014

This is to certify that this is the Official Zoning Map
 referred to in Chapter 166.02 of the Johnston
 Municipal Code as of 2014.

Honorable Mayor Paula G. Clarenfeld
 Date

8/15/2014
 Date





Bishop
Engineering



SIMPSON PROPERTY - JOHNSTON, IOWA

CITY OF JOHNSTON
COMMUNITY DEV. DEPT.

REZONING - EXHIBIT 'A'

DATE REC'D: 07/21/16

CASE NO.: P7 116-22

DEVELOPMENT AGREEMENT

Preparer:

Clayton Ender
City of Johnston
PO Box 410, 6221 Merle Hay Road
Johnston, IA 50131
515-278-2344

Return Document To:

City of Johnston
PO Box 410, 6221 Merle Hay Road
Johnston, IA 50131

Grantor: Simpson Enterprises, Inc.

Grantee: City of Johnston, Iowa

Legal Description: CORR PARCEL R BK 12609 PG 226 BEG NW COR
THN E1841.13F S 60F E 446.01F SE235.9F SE 214.7F S 161.7F E 10F S 109.49F W
50F S 60F E 50F S 177.19F TO N LN CREEKSIDE ESTS W 216.68F SW 195.99F
SW 153.23F SW 583.13F SW 1305.51F SW 211.06F TO W LN N 1227.58F TO POB
N 1/2 NE FRL 1/4 LESS 3.51A RD SEC 3-79-25

DEVELOPMENT AGREEMENT

This Development Agreement made this 19th day of September, 2016, by and between Simpson Enterprises, Inc. (hereinafter collectively referred to as "OWNER"), and the City of Johnston, an Iowa municipality with city offices at P.O. Box 410, Johnston, Iowa, 50131-0410 (hereinafter referred to as "City").

WHEREAS, OWNER wishes to develop certain property lying within the City of Johnston, Iowa described as follows:

Commencing at the North Corner of Section 3, T79, R25W, in the City of Johnston, said point being on the centerline of NW 70th Street; thence east along said centerline and the north line of the N1/2 of the NE Fractional 1/4 of said Section 3, a distance of 417 feet more or less to the center line of future Peckham Street and the point of beginning; thence continuing east along said line, a distance of 906 feet more or less to a point on the southerly extension of the east line of Northwood Trail Plat 1, an official plat in the City of Johnston, extended to said center line of NW 70th St.; thence south along said southerly extension of the east line of Northwood Trail Plat 1, a distance of 607 feet more or less to the centerline of a future street extended westerly from NW 86th Street; thence westerly along the centerline of the future street extended westerly, a distance of 445 feet more or less to the east line of the future Outlot A; thence north along the east line of future Outlot A, a distance of 295 feet more or less; thence west, a distance of 466 feet more or less to the centerline of future Peckham Street; thence northerly along the centerline of future Peckham Street, 310 feet more or less to the point of beginning.

(hereinafter referred to as the "OWNER'S PROPERTY") as depicted as C-2 (West) on the map, which is hereby attached and made a part of this document as Exhibit "A".

WHEREAS, it is OWNER'S intent to have OWNER'S PROPERTY rezoned to the C-2, Community Retail Commercial District, to facilitate the development of OWNER'S PROPERTY, and

WHEREAS, the City is willing to rezone the OWNER'S PROPERTY to facilitate its development as long as OWNER agrees to certain conditions; and

WHEREAS, the parties agree that the City has a right to require this Development Agreement under the provisions of Iowa Code Section 414.5 and that all requirements of said Section 414.5 have been met and complied with; and

NOW THEREFORE, pursuant to the authority granted to the City of Johnston by Iowa Code Section 414.5 and in consideration of the proposed development and increased tax base to the City and other good and valuable

consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RESTRICTIONS.** OWNER agrees to the following:

The following uses shall not be permitted on OWNER'S PROPERTY:

- Bars/Taverns
- Billiard Parlors and Pool Halls
- Hotel/Motel
- Convenience Store
- Gas Station
- Restaurants with Drive-in Facilities, unless otherwise approved by the City Council as part of the site plan approval process
 - Coffee shops are exempt from this restriction.
- Temporary or Seasonal amusement enterprises, including carnivals and circuses
- Commercial sport or recreational enterprises, including non-profit amphitheaters, convention halls, and auditoriums

2. **AUTOMATIC REVERSION OF ZONING.** The parties further agree that if any area of OWNER'S property ceases to be used in conformance with the above conditions, that area of OWNER'S PROPERTY not in conformance with the above conditions shall have the property's zoning automatically revert to that of the A-R, Agricultural Reserve District, without further action of the Johnston City Council.

3. **AMENDMENTS.** No amendments or variations of the terms of this Agreement shall be valid or binding unless made in writing and executed by a duly authorized representative of each party to be bound thereto.

4. **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their respective successors and assigns. The parties further agree that this Agreement may be filed with the Polk County Recorder so as to be part of a public record and notify third parties of the terms contained herein.

5. **VALIDITY OF AGREEMENT.** If any term of this Agreement is deemed or ruled invalid by a court of law for any reason, the parties agree that there would be a failure of consideration and that this Agreement would be null and void.

WHEREFORE, the parties have executed this Agreement on the date and year written above.

CITY OF JOHNSTON

ATTEST:

By: 

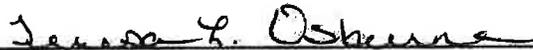
Paula S. Dierenfeld, Mayor

By: 

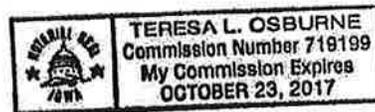
Cyndee Rhames, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this 19th day of September, 2016, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paula S. Dierenfeld and Cyndee Rhames, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Johnston, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. 6.195 passed the City Council on the 19th day of September, 2016, and that Paula S. Dierenfeld and Cyndee Rhames, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa



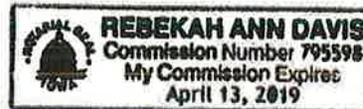
Simpson Enterprises, Inc.

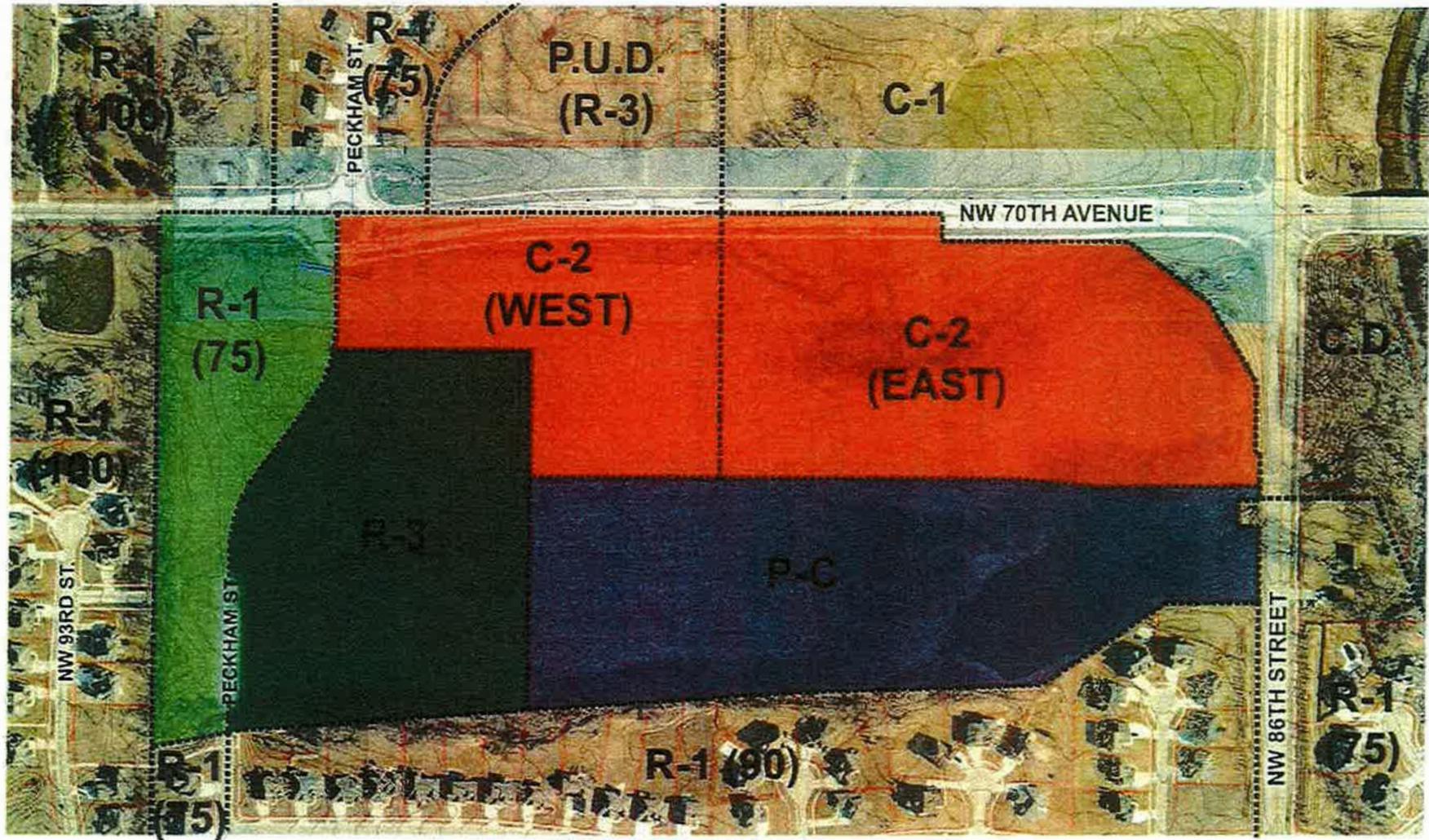
Jeff Simpson, President (Signature and Title)

BY: Jeff Simpson, President (Print Name and Title)

On this 14TH day of SEPTEMBER 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JEFFERY SIMPSON (Print Name) to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT (Title) of Simpson Enterprises, Inc. executing the within and foregoing instrument; and that he/she acknowledged the execution of said instrument to be his/her voluntary act and deed of the members and managers of said corporation.

Rebekah Davis REBEKAH DAVIS
Notary Public, In and For the State of Iowa





SIMPSON PROPERTY - JOHNSTON, IOWA

DEVELOPMENT AGREEMENT- EXHIBIT 'A'

SIMPSON ENTERPRISES & WESLEYLIFE NEIGHBORHOOD MEETING

07.28.2016 – 7:00 PM

WesleyLife Home Office – 5508 NW 88th Street, Johnston

ATTENDEES

Simpson Enterprises, representing the owner of 63 acre parcel:

Jeff Simpson, President of Simpson Enterprises

Matt Simpson(son of Jeff), member Simpson Enterprises

AJ Simpson(nephew of Jeff), member Simpson Enterprises

Rick Baumhover, Bishop Engineering

WesleyLife, as party to purchase agreement with Simpson Enterprises for western 1/3rd of 63 acre Simpson parcel:

Rob Kretzinger, President & CEO

Matt McNeill, VP of Marketing & Sales

Calvin Shelangoski, Director of Finance

Neighborhood, as residents within 320 feet of parcel for which rezoning application has been made:

John De Phillips, Resident #1

Eric Coleman, Resident #2

Luke Fremi, Resident #3

Kurt Labenz, Resident #4

Bob & Donna Fisher, Resident #5 & #6

Paul Hartman, Resident #7

Eduardo Carlin, Resident #8

Unknown, Resident #9

Unknown, Resident #10

MINUTES

WesleyLife opened the meeting by welcoming and thanking everyone for attending. WesleyLife, introduced Jeff Simpson as the owner of the 63 acre property immediately southwest of the intersection of 86th & 70th, for which application has made for rezoning. Simpson Enterprises proceeded to introduce two other members of Simpson Enterprises.

A brief history of the relationship between WesleyLife and Simpson Enterprises, explaining that discussions began fall of 2015 around WesleyLife developing a senior community on the property. Simpson Enterprises expressed excitement for WesleyLife's development on the western 1/3rd of the property and explained that no development is currently planned for the eastern 2/3rd of the property.

Rick Baumhover, Bishop Engineering, was introduced by Simpson Enterprises as the civil engineer engaged with the rezoning of the property. Rick explained that the property is currently zoned A-R for Agriculture while the 2030 city of Johnston comprehensive plan calls for R-3 Medium Density housing on the west and Commerce Office Park on the east. Development to the north of 70th was alluded to, identifying that a lot of development has been happening in the area with townhomes and other single family homes.

A question from a neighborhood resident was raised as to the meaning of the various zoning codes or acronyms displayed on the zoning map (attachment #1). Rick answered moving west to east on the map, identifying: R-1 (75) as 75 feet wide single family home lots on the western edge to be developed for single family homes; R-3 as Medium Density Residential, to be developed by WesleyLife for a senior living community; C-2 as commercial immediately south and adjacent to the 70th avenue arterial, to be developed for future use, which is unknown at this time; P-C as Professional Commerce, to be developed in the future by whomever purchases the eastern 2/3rd of the property from Simpson Enterprises. Rick clarified that WesleyLife was transacting on the western three lots (western 1/3rd) labeled R-1 (75) shaded in light green, R-3 shaded in green, and C-2 shaded in orange comprised of approximately 22 acres.

Questions regarding the pond on the eastern 2/3rd of the property were raised by a few residents. Rick explained that the future of the pond is unknown at this time. Simpson Enterprises added that there have been discussions with the City of Johnston to explore the possibility of the pond and the land immediately east of the pond becoming a park. Jeff reiterated that there has been no decision from the City and that a park is simply being explored as a possibility at this point.

Further questions and comments, unrelated to the zoning application, regarding the current state of the pond were discussed. Simpson Enterprises responded that the pond is under a treatment plan that he began in 2013.

Discussion circled back to detention accommodation with question as to whether or not watershed from the western ½ of the 63 acre property is going to the pond. Rick explained that WesleyLife would be responsible for accommodating storm water from the western 1/3rd of the 63 acre property. Additional comments were made about past experiences of extraordinary rainfall alluding to the various streams from 100th street that eventually feed into the pond.

WesleyLife presented a preliminary site plan showing early massing a medium-density market rate rental concept of the community. As presently contemplated for massing the community will offer (50) independent living apartments, (32) assisted living apartments, (18) memory care units, and (18) skilled nursing care units. The southernmost section of the site is being reserved for potential single family lots. Detention facilities are being planned for on the southeast portion of the site, just south of the entrance to the underground parking.

Potential new single family home lots are contemplated to the east of Peckham and comprise approximately 14 acres. The single family lots to the south of the senior living community may or may not be marketed towards WesleyLife's typical consumer, but the intent would be to attract a younger senior aged 55+.

Discussion shifted to the tree line to the south of the 63 acre property. Bishop Engineering explained that the tree line would stay and serve as a buffer. It was clarified that a bike trail would be required to be extended on the north side of the creek/tree line.

Questions on the size, scale, and character of WesleyLife's community were fielded as a neighborhood resident compared to WesleyLife's Edgewater community. WesleyLife's Johnston community will house approximately 130 residents as contemplated and will be residential in style. Pope Architects, project architect for WesleyLife, is currently working on a conceptual modern farmhouse design, reiterating that the intent is to blend the development into the community. Positive feedback from neighborhood residents was received on WesleyLife's reputation and the concept/design style of the senior living development.

The Development Team thanked everyone for attending and encouraged the neighborhood residents to leave their email address for future communications on the WesleyLife development. Meeting concluded at approximately 6:55 p.m..



PLANNING & ZONING COMMISSION

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

Minutes
 Regular Meeting: Monday, August 29, 2016

AGENDA

1. Call to Order

Chairman Petersma called the meeting to order at 7:02 p.m.

2. Roll Call

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

Severino entered the meeting at 7:04 p.m.

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

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

3. Approval of Agenda

Petersma called for a vote to approve the agenda.

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

4. Approval of Meeting Minutes: Regular Meeting of July 25, 2016.

Roll Call Vote:

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

5. PZ Case No. 16-22; Simpson Property Zoning Map Amendment: The applicant, Simpson Enterprises, Inc. has requested an amendment to the Johnston 2030 Future Land Use Map

and a rezoning of their property from A-R, Agricultural Reserve District to R-1(75) Single-Family Residential District, C-2 Community Retail Commercial District, PC Professional Commerce Park District, and R-3 Medium Density Multiple Family Residential District.

Ender presented the staff report.

Johnson requested that the developer address the timeline of the project, assuming the approval of the rezoning.

Petersma inquired as to why there is a subdivision between the C-2 districts. Ender stated that the subdivision indicates the future division of land ownership.

Petersma noted that the C-2 West zoning district would be bound by the restrictions of the development agreement. Ender stated that C-2 West district would have the restrictions of the development agreement because the area is adjacent to the R-3 and R-1(75) zoning districts.

Rick Baumhover, Bishop Engineering, stated that the current comprehensive plan identified professional commerce and medium density residential in the subject property. In consideration of residential neighbors, zoning transitions have been proposed to gradually move to the commercial and professional commerce zoning districts. He reiterated that the subdivision of the C-2 zoning districts indicates the future ownership. In the future C-2 West will be transferred property.

Johnson inquired as to how the zoning district divisions were determined. Baumhover stated the zoning district divisions were determined by WesleyLife's site proposals for the amount of land required for each zoning district.

Petersma inquired if they had considered C-1 zoning as opposed to C-2. Baumhover responded that they were seeking restaurants that could accommodate a drive-thru. This amenity is permissible in C-2 zoning districts. He noted that WesleyLife is seeking restaurants for their residents.

Petersma opened for public comment at 7:23 p.m.

Karen Jeske, 6827 NW 88th Court, she believes that the WesleyLife project looks admirable however, she would like more explanation about their intention for the C-2 West zoning. She inquired about the status of the development agreement with respect to the condition of the pond, trail development and the proposed timeframe for completion.

James Hoyt, 6831 NW 88th Court, inquired about the timing, process and ownership for the proposed open space along the southern boundary of the subject property and tree removal.

Steve Kelting, 6814 Peckham Street, is concerned with the potential increase in traffic on Peckham Street. He believes that the proposed development may cause significant traffic increase on his street. He is concerned about how the R-3 zoning district will transition to the R-1(75) zoning to the south. He inquired as to the intention for the entire R-3 zoning district.

Greg Baldner, 9107 Wooded Point Drive, he is concerned with the type of buildings that will be built adjacent to his property. He does not desire a 3 story building behind his house.

Petersma closed for public hearing at 7:30 p.m.

Ender responded that the development agreement proposed is tied to the area defined as C-2 West. There is an easement for a bike trail along the southern boundary of the subject property; north of the creek. Trail development would occur with development of each individual parcel.

There would also be a trail that will extend along Peckham Street and connect with the trail system north of NW 70th Ave.

Petersma inquired as to what portions of land will be immediately affected. Matt McNeal, WesleyLife, responded that the portion of the transferred property that will be immediately affected is primarily in the proposed R-3 district. In the zoning transition, there will be 2 single story 18 unit cottages, which progress to a story and a half building, that then transition to a three story structure. They have attempted to give the project rise gradually to the commercial and professional commerce development. They hope that this will limit the traffic and noise from NW 70th Ave and provide the best experience for their residents. The C-2 West portion has been reserved for WesleyLife uses to be determined later; potentially an office location for WesleyLife, a community hub for home and commune based services or a café that ties to the program and product. The single family home development will be done through a partnership with another developer. WesleyLife will create the infrastructure and run utilities for the single family development. They would like to use the creek to create an amenity feature for residents of the neighborhood. They look forward to connecting to the trail system and adding to it around their development. Regarding the traffic concerns, they have proposed a 118 -120 unit project, 50 percent of the units will be parked 1:1 and of that only about 75% of those residents will be driving. Therefore, the total traffic generated from this development will be limited.

Baumhover stated that the applicant currently has no plans for the eastern portion of the subject property. C-2 represents the best flexibility for the property. They would prefer to see an office park to the south. The existing pond will stay and be cleaned up to provide stormwater detention for the property. The roundabout at NW 70th Ave will provide better traffic movement for the development. This property may only have another right-in-right out access point at the northern property boundary. The development agreement will restrict the uses allowable in the C-2 West district. The professional commerce district to the southeast is shown on the current land use map. There will be a 40 foot trail easement to the south however, the trail would not be constructed until the property is developed. The timing of the eastern development is uncertain. The WesleyLife timeline is as soon as possible but they are restricted by the improvements to NW 70th Ave.

Smith questioned why the restrictions are not consistent through-out the C-2 zoning district. Baumhover stated that the applicant would like to keep their options open with respect to the potential uses for the property being zoned C-2 with the standard restrictions of the zoning district. The C-2 West has additional restrictions of the development agreement because it is adjacent to residential properties.

Petersma questioned if the WesleyLife project will occupy the entire R-3 zoned district. McNeal stated that the R-3 zoning district would not be completely occupied by the Wesley Acres project and that they are seeking to mass the project as close to NW 70th Ave as possible.

Petersma inquired as to how many feet would not be used on the southern portion of the R-3 district. McNeal indicated on the map a portion along the tree line in the southern portion of the district would remain green space. Ender added that there is a 50 foot stream buffer requirement starting from the center of the stream. The stream buffer and the buffer requirement between the zoning districts will occupy much of the available space.

Petersma questioned what could potentially occupy the residual southern portion of the R-3 district. Ender stated that anything that would be permitted in the R3 zoning district would be allowed however, this ability is limited to the area available. Johnson questioned if there were a significant residual amount of space available, could an additional 3 story apartment building be built in the southern portion of the property. Ender stated that if WesleyLife subdivided their lot and the bulk requirements were met there could be an additional 3 story structure. Additionally, the R-3 zoning district is restricted to 8 units per acre.

Petersma inquired if the WesleyLife project could conform to a less dense zoning district. Ender stated that nursing, convalescent and assisted living uses are restricted to an R-3 zoning district.

Johnson is concerned about what we may open ourselves up to with the potential to subdivide the R-3 zoning district. Anderson believes that the WesleyLife design and project layout seems well thought out. She understands the concerns with the residual space along the southern portion of the R-3 district however; she believes that the use could also be single family homes. Petersma stated that WesleyLife has a vested interest in having good neighbors. He does not think that it would be likely that WesleyLife would sell the remaining portion of their property to a developer that would create a large imposing structure, with noisy neighbors.

Motion by Severino, second by Anderson to approve PZ Case No. 16-22; Simpson Property Zoning Map Amendment and the rezoning proposal.

Roll Call Vote:

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

6. PZ Case No. 16-25; Northwoods Crossing Preliminary & Final Plat: The applicant, Simpson Enterprises, Inc. has requested a minor subdivision of the subject property to allow for property transfer of Outlot 'A'. As a minor subdivision, no extension of streets or utilities is proposed.

Ender presented the staff report.

Johnson inquired if the outlot subdivision line on the plat was the same as the proposed rezoning subdivision discussed in the Simpson Property Zoning Map Amendment. Ender affirmed.

Petersma clarified that the entire parcel would be divided in to two outlots. Ender responded that the property transfer is dependent on the platting of the parcel into outlots. Petersma inquired as to why the property is being subdivided into outlots. Ender stated this would allow for the property transfer to occur.

Motion by Smith, second by Anderson to approve PZ Case No. 16-25; Northwoods Crossing Preliminary & 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. Address comments from Foth's review letter dated 8/9/16.
3. The Preliminary and Final Plats must be revised to provide street lots for additional right-of-way adjacent to NW 70th Avenue.
4. 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.
5. The following documents must be recorded with the final plat:
 - Attorney's Title Opinion
 - Polk County Treasurer's Tax Certificate
 - Consent to Plat (Owner)
 - Consent to Plat [Lender (If Applicable)]
 - Trail easement as necessary

- Stream buffer easements
 - Petition and Waiver for NW 70th Avenue.
 - Warranty Deed Street Lots
 - Ground water hazard statement
 - Lender's partial release of Mortgage
6. Revise the preliminary and final plats to include the existing easement for bike path filed at book 11988 and page 570-572 on 12/12/2006.

Roll Call Vote:

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

7. PZ Case No. 16-04; Wilkie Place Preliminary Plat: The applicant, Capital City Development, LLC has submitted an amended preliminary plat that updates the original Wilkie Place Preliminary Plat to identify tree removal along the north, east, and south property boundaries.

Ender presented the staff report.

Smith inquired if all the trees would be removed. Ender stated there will be 158 trees greater than 6 inch caliper that will be removed.

Anderson requested that staff explain why the deemed the tree removal to be "necessary" and why "the original preliminary plat did not identify this tree removal was because it did not get properly updated prior to approval."

Chris Thompson, Cooper Crawford & Associates, when the initial survey was done there was an oversight on where the tree trip line was and where the tree trunks were in relation to the property line. The applicant would like to save the trees however, based on the stormwater requirements the detention basin is required were the tree line is.

Smith inquired if all the trees on the property would be removed. Thompson clarified that the trees in the southeast corner would be saved and 2 trees in the northeast corner would be saved. Additionally, there are trees just outside of the property line that will remain.

Johnson stated that based on the proposed location of the detention basin the tree removal conflict is self-explanatory. Thompson affirmed.

Petersma inquired as to why the trees in zone 4 (the outlot) would be removed. Thompson stated that there will be a significant amount of cut in the area and those trees would not survive. He expounded that the cut required to tie into existing contours and existing grade would cause the trees in zone 4 to die. Petersma noted that the property is at grade. Thompson clarified that the grade and infrastructure requirements for 64th Place would adversely affect the health of the trees in zone 4 causing them to die.

Pavlovec inquired as to what percentage of total count of trees in the tree line both in and outside of the subject property would be removed. Timothy Schutte, the applicant, stated that the majority of the tree line near the southern boundary is on the subject property. On the northern property boundary, there is a fence and the majority of the trees on the fence line were volunteer trees and have overgrown. He noted that they are required to plant trees. He estimated that about 40% of the trees are ash trees which may have issues in the future. Initially he desired to save the trees however, due to a miscommunication the trees have to be removed.

Petersma opened for public comment at 8:13 p.m.

No comment received.

Motion by Smith, second by Johnson to approve PZ Case No. 16-04; Wilkie Place Preliminary 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. All other conditions of Resolution 16-69; A Resolution Approving the Preliminary Plat for Wilkie Place, shall remain in full force and effect.

Roll Call Vote:

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

8. PZ Case No. 16-23; Advantage Homes Warehouse Site Plan: The applicant, Advantage Homes has submitted site plans for the development of a 4,000 square foot building, a 5,880 square foot building, and an 11,023 square foot outdoor storage area. The property is located on the northeast corner of NW 59th Avenue and NW 49th Street. The site is zoned M-1, Light Industrial, and is legally described as Lot 112 NW Beaver Business Park.

Ender presented the staff report.

Petersma clarified the fact that no employees will be regularly employed on the premises and that this warehouse will be exclusively used for storage. Ender affirmed based on the proposal, there will be no employees regularly employed on the premises.

Smith requested that the applicant address the concerns identified in the packet.

Kirk Hesse, Advantage Homes, the applicant, addressed the questions posed by Karen Bryson. He stated that the existing trees will remain on the south side of the property. A fence will be constructed; probably an 8 foot fence, the type and style will be determined later. Basic construction materials and equipment will be stored in the warehouse. He stated that there may be glue and various other chemicals stored in the warehouse however, there will not be a large amount of flammable, corrosive or dangerous materials stored. Equipment will be stored in the warehouse. Occasionally, they will receive a delivery from a semi truck but the majority of the trucks on site will be his. At this time he does not intend to have a sign. Typically, the hours of operation are from 7 a.m. to 5 p.m. or 6 p.m. but on occasion they may operate later than that.

Jim Bryson, 6005 Pinewood Court, he inquired about the material used in the construction of the fence. He requested that the fence provide somewhat of a sound barrier. He is concerned with the potential for noise from the trucks on the property. He inquired about the size of the trees that will be planted. He believes that mature trees would provide a protection for his property. He inquired if semi trucks would frequent the property. Hesse responded that they don't regularly receive deliveries from semi trucks.

Bryson believes that it would be important that semi trucks not frequent the neighborhood for the safety of the children in the area. He confirmed that the entire area will be asphalted. Ender affirmed. He inquired as to how high the outdoor storage would be. Hesse stated that there may

be some items stored outside that would be higher than the 8 foot fence. He questioned if there were any noise restrictions for the industrial property near residential homes. Petersma stated that City has a noise ordinance but, the buffer requirements are established to reduce the intrusion of the dissimilar zoning districts.

Bryson inquired as to the amount of noise expected from the property. Hesse stated desires to be a good neighbor. Hesse noted that the developers of the townhomes adjacent to his property were granted a waiver from the buffer requirements to change the located of the tree line. He stated that it does not appear that the majority of the trees that were proposed to create a buffer from the different zoning districts were ever planted in the adjacent townhome development. Hesse stated that he would be willing to plant more mature trees as a buffer. He does not believe that a fence would provide the best buffer for noise. He believes that the evergreen trees would provide the best sound and visual buffer.

Larry Rodgers, 6013 Pinewood Court, he is concerned with noise from semi tractor trailers and the outside storage. He inquired about parking and what would occur if in the future the number of regular employees were to increase.

Vic Piagentini, Associated Engineering Company of Iowa, stated that there is plenty parking for an increase of employees. He estimated that there will be 15 parking stalls but they were only required to have 4.

Rodgers confirmed that there will not be an office in the warehouse. Hesse affirmed, currently there will be no employees regularly employed on site however; he stated that he cannot definitively say that there will never be an office there in the future.

Gerald Schnepf, 6011 NW 49th, he would like to examine in detail the buffer requirements and believes that a berm would aid in creating a buffer. He is concerned with how the use of the property would be controlled. Johnson does not believe that a berm will be appropriate to accommodate the stormwater detention and retention requirements. Ender stated that the storm water quality and quantity is required to be addressed on the property. He expounded that placing a berm as a buffer may limit the functionality of the storm water quantity and quality receptacles on site. The overland flowage easement on the northern boundary of the property will restrict the use of a berm. Rodgers was concerned with the permeability of the asphalt. Ender clarified that the material is semi-permeable recycled asphalt millings. Rodgers exclaimed that even with the storm water constraint a berm could still be created.

Piagentini stated that the applicant is attempting to work within the constraints of the lot and has allowed for all the buffering requirements and will not remove any of the existing trees. He stated that the applicant is attempting to leave the southern portion of the property as is however, they do need to include swale meet the storm water detention requirements for the lot. Petersma believes that there is a substantial amount of trees on the applicant's property and adjacent properties. Additionally, he stated that no one can predict future use of the property.

Wilwerding noted that verification of the proposed of the use of the property will be completed before the issuance of the certificate of occupancy. He clarified that if the use of the building would change or alterations to the building were proposed to accommodate office use they would need to reconsider the site plan to determine if additional parking would be required.

Anderson added that she appreciated that the developer has agreed to add more mature trees to accommodate his neighbors.

Motion by Smith, second by Severino to approve PZ Case 16-23, the Site Plans for 4845 NW 59th Avenue with the following conditions:

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.

1. 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.
2. No exterior site lighting may be installed unless and until a photometric layout and manufacturer's cut sheets for proposed lighting have been submitted, reviewed, and approved in satisfaction of Johnston's site lighting requirements as established by Resolution 99-56 for staff review.
3. A Stormwater Management Facilities Maintenance Agreement shall be provided and accepted by the City Council prior to issuance of a building permit.
4. City Council acceptance of recycled asphalt millings as an acceptable dustless hard surface material on the subject site in satisfaction of chapter 166.33.3.F.(2) of the City of Johnston Code of Ordinances. Said material shall only be used in the fenced in outdoor storage area and practices put in place to insure the material does not flow onto adjacent properties or into the overland flowage easement.
5. **Prior to issuance of a grading permit the following items must be provided:**
 - a. Evidence that an overland flowage easement along the west property boundary of Lot 113 NW Beaver Business Park is being provided for the benefit of Lot 112 NW Beaver Business Park.
6. **The site plans must be amended and the following items shall be completed prior to the issuance of a building permit:**
 - a. Indicate the 150' fire hydrant coverage on the site plans.
 - b. The outdoor storage area must be screened from public right-of-way and adjacent properties, including the adjacent M-1 Light Industrial Zoned property and the townhomes to the north.
 - c. Include an engineer seal that will cover sheets 1 – 3.
 - d. Address Foth's review letter dated August 24, 2016.
7. **The architectural elevations must be amended and the following items shall be completed prior to issuance of a building permit:**
 - a. Include the square footage and percentage of the total area for each building material to be used on each side of both buildings.

Roll Call Vote:

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

9. Other Business

10. Adjournment

Meeting adjourned at 8:52 PM.

Chair

Secretary



Notice of Proposed Development *City of Johnston, Iowa*

August 15, 2016

PZ Case No. 16-22; Simpson Property Comprehensive Plan Future Land Use Map Amendment and Simpson Property Zoning Map Amendment

The property owner has requested an amendment to the Johnston 2030 Comprehensive Plan Future Land Use Map and a rezoning of 7.7 acres from A-R, Agricultural Reserve District, to R-1(75), Single-Family Residential District, and a rezoning of 28.2 acres from A-R, Agriculture Reserve District, to C-2, Community Retail Commercial District, and a rezoning of 17.9 acres from A-R, Agriculture Reserve District, to PC, Professional Commerce Park District, and a rezoning of 12.8 acres from A-R, Agriculture Reserve District, to R-3, Medium Density Multiple Family Residential District. The property is located on the southwest corner of NW 70th Avenue and NW 86th Street.

Applicant / Property Owner:

Simpson Enterprises, Inc.
6108 Terrace Dr
Johnston, IA, 50131

Meeting Schedule:

Planning and Zoning Commission, Monday, August 29, 2016
City Council Meeting for First Reading (tentative), Monday, September 19, 2016

Both meetings will be held in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road and begin at 7:00 p.m. The public is welcome and invited to attend the above noted meetings and an opportunity will be provided for you to make comments on the proposed request.

Staff Contact:

Comments and questions about this application may be directed to:

Clayton Ender, Planner
City of Johnston
6221 Merle Hay Road, Box 410
Johnston, IA 50131
Phone: (515) 727-7763
Email: cender@cityofjohnston.com

Attachments:

Aerial Vicinity Map
Proposed Future Land Use Map Amendment
Proposed Zoning Districts Map

Notice of Public Meeting

September 6, 2016

The Johnston City Council will hold a Public Meeting at 7:00 p.m. on Monday, September 19th, 2016 in the Council Chambers of Johnston City Hall, 6221 Merle Hay Road to consider the following item:

PZ Case No. 16-22; Simpson Property Comprehensive Plan Future Land Use Map Amendment and Simpson Property Official Zoning Map Amendment

The property owner has requested an amendment to the Johnston 2030 Comprehensive Plan's Future Land Use Map and a rezoning of 7.7 acres from A-R Agricultural Reserve District, to R-1(75) Single-Family Residential District, and a rezoning of 28.2 acres from A-R Agriculture Reserve District, to C-2 Community Retail Commercial District, and a rezoning of 17.9 acres from A-R Agriculture Reserve District, to PC Professional Commerce Park District, and a rezoning of 12.8 acres from A-R Agriculture Reserve District, to R-3 Medium Density Multiple Family Residential District. The property is located on the southwest corner of NW 70th Avenue and NW 86th Street.

If you have questions or comments on the above-described action, please contact the city staff person listed at the bottom of this card, or attend the meeting at the above-listed date and time. Additional information is available under the "proposed development" section of the City's website: <http://www.cityofjohnston.com/proposeddevelopment>.

Clayton Ender, Planner
Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7763; Email: cender@cityofjohnston.com

PZ Case No. 16-22 City Council Mailing List

OWNER	MAILING ADDRESS	CITY, STATE, ZIP CODE
LUTHER SHAWHAN	9350 NW 70TH AVE	JOHNSTON, IA 50131-1871
STATE OF IOWA	800 LINCOLN WAY	AMES, IA 50010-6915
SIMPSON ENTERPRISES INC	6108 TERRACE DR	JOHNSTON, IA 50131-1590
TMI HOLDINGS LLC	512 NE MAIN ST	GRIMES, IA 50111-2188
AUGUSTINE HOMEOWNERS' ASSOCIATION	1820 NW 118TH ST	CLIVE, IA 50325-8265
NICHOLAS PARENZA	9112 WOODED POINT DR	JOHNSTON, IA 50131-4724
THOMAS NEWTON	9120 WOODED POINT DR	JOHNSTON, IA 50131-4724
PAUL HARTMAN	9123 WOODED POINT DR	JOHNSTON, IA 50131-4724
DARYL DELL'ANNO	6826 NW 93RD ST	JOHNSTON, IA 50131-3079
ROBERTA KELTING	6814 PECKHAM ST	JOHNSTON, IA 50131-3056
DAVID BRIGGS	6818 PECKHAM ST	JOHNSTON, IA 50131-3056
ALLEN STOYE	6824 NW 87TH CT	JOHNSTON, IA 50131-4745
ROGER SANDERS	6825 NW 87TH CT	JOHNSTON, IA 50131-4745
KATHLEEN DE PHILLIPS (TRUSTEE)	9131 WOODED POINT DR	JOHNSTON, IA 50131-4724
JONATHAN THOMPSON	9115 WOODED POINT DR	JOHNSTON, IA 50131-4724
DARREN SCHNEIDER	6871 NW 86TH ST	JOHNSTON, IA 50131-1760
DENNIS THILGES	9128 WOODED POINT DR	JOHNSTON, IA 50131-4724
JASON MIDDENDORF	6822 PECKHAM ST	JOHNSTON, IA 50131-3056
MARILYN FINNEY	4717 WOODLAND AVE	WEST DES MOINES, IA 50266-1766
POLK COUNTY	5885 NE 14TH ST	DES MOINES, IA 50313-1202
MICHAEL BREWINGTON	7109 NW 95TH CT	JOHNSTON, IA 50131-1812
SREEDHAR SOMISETTY	6728 AUGUSTINE CT	JOHNSTON, IA 50131-4700
NEIL MANDSAGER	6733 AUGUSTINE CT	JOHNSTON, IA 50131-4700
CRAIG CLASEN	6732 AUGUSTINE CT	JOHNSTON, IA 50131-4700
ABLN LLC	2900 DELAWARE AVE	DES MOINES, IA 50317-3545
KRAUSE HOLDINGS INC	6400 WESTOWN PKWY	WEST DES MOINES, IA 50266-7717
JUSTIN BOLES	7003 PECKHAM ST	JOHNSTON, IA 50131-4774
ABLN LLC	2900 DELAWARE AVE	DES MOINES, IA 50317-3545
NORTHWOOD TRAIL OWNERS ASSOCIATION	2900 DELAWARE AVE	DES MOINES, IA 50317-3545
SCOTT LANG	6819 NW 89TH CT	JOHNSTON, IA 50131-4743
GREG ARMITAGE	9019 WOODED POINT DR	JOHNSTON, IA 50131-4742
HEATHER PEMBLE	6822 NW 89TH CT	JOHNSTON, IA 50131-4743
GREG BALDNER	9107 WOODED POINT DR	JOHNSTON, IA 50131-4724
DOUGLAS JESKE	6827 NW 88TH CT	JOHNSTON, IA 50131-4746
GARY SCHENKELBERG	6833 NW 87TH CT	JOHNSTON, IA 50131-4745
LUKE FREML	6818 NW 89TH CT	JOHNSTON, IA 50131-4743
MITCHELL REDENIUS	6820 NW 87TH CT	JOHNSTON, IA 50131-4745

OWNER	MAILING ADDRESS	CITY, STATE, ZIP CODE
WILLIAM MC GINN	6823 NW 89TH CT	JOHNSTON, IA 50131-4743
KRISTINE VOORHEES	9011 WOODDED POINT DR	JOHNSTON, IA 50131-4742
JASON FOX	8921 WOODDED POINT DR	JOHNSTON, IA 50131-4751
ROBERT FISHER	6827 NW 89TH CT	JOHNSTON, IA 50131-4743
KURT LABENZ	6836 NW 87TH CT	JOHNSTON, IA 50131-4745
BRIAN TIGGES	9024 WOODDED POINT DR	JOHNSTON, IA 50131-4742
CARL HARRIS	6822 NW 88TH CT	JOHNSTON, IA 50131-4746
TIMOTHY SALMON	6837 NW 87TH CT	JOHNSTON, IA 50131-4745
CHRISTOPHER KROEGER	7007 PECKHAM ST	JOHNSTON, IA 50131-4774
JOVETH MANESE	9104 WOODDED POINT DR	JOHNSTON, IA 50131-4724
KEVIN WAETKE	9136 WOODDED POINT DR	JOHNSTON, IA 50131-4724
DOUG GARDNER	9816 MCWILLIAMS DR	JOHNSTON, IA 50131-2913
ERIC COLEMAN	8929 WOODDED POINT DR	JOHNSTON, IA 50131-4751
CHRISTIAN HOWELL	7006 PECKHAM ST	JOHNSTON, IA 50131-4774
DAVID COSLIN	9139 WOODDED POINT DR	JOHNSTON, IA 50131-4724
TYLER RUPP	6828 NW 87TH CT	JOHNSTON, IA 50131-4745
SAMUEL ACHESON (TRUSTEE)	6832 NW 87TH CT	JOHNSTON, IA 50131-4745
MIA BOOM-IBES	9032 WOODDED POINT DR	JOHNSTON, IA 50131-4742
MICHELLE CONANT	6823 NW 88TH CT	JOHNSTON, IA 50131
EDUARDO CARLIN	6829 NW 87TH CT	JOHNSTON, IA 50131-4745
JAMES HOYT (TRUSTEE)	6831 NW 88TH CT	JOHNSTON, IA 50131-4746
CINDY SOUTHARD	7002 PECKHAM ST	JOHNSTON, IA 50131-4774
DAVID BOEGE	9035 WOODDED POINT DR	JOHNSTON, IA 50131-4742
KEVIN ALLEMAGNE	9027 WOODDED POINT DR	JOHNSTON, IA 50131-4742
JEREMY RENGER	6826 NW 89TH CT	JOHNSTON, IA 50131-4743
GREGORY ELMING	6826 NW 88TH CT	JOHNSTON, IA 50131-4746
CHRISTOPHER MANNING	6821 NW 93RD ST	JOHNSTON, IA 50131-3079
CHRISTOPHER YOUNG	6825 NW 93RD ST	JOHNSTON, IA 50131
DALE WOODS	6822 NW 93RD ST	JOHNSTON, IA 50131-3079
PHILLIP MCKEE	6830 NW 93RD ST	JOHNSTON, IA 50131-3079
RICHARD PERLBERG	6812 NW 93RD ST	JOHNSTON, IA 50131-3079
DEREK NELSON	6816 NW 93RD ST	JOHNSTON, IA 50131-3079
GREGORY VINES	6907 NW 93RD ST	JOHNSTON, IA 50131-3094
THOMAS FOLDES	6908 NW 93RD ST	JOHNSTON, IA 50131-3131
EDGAR CABRERA	6903 NW 93RD ST	JOHNSTON, IA 50131-3094
JOHN STOVER	6829 NW 93RD ST	JOHNSTON, IA 50131-3079

OWNER	MAILING ADDRESS	CITY, STATE, ZIP CODE
HARLEE OLAFSON	6813 NW 93RD ST	JOHNSTON, IA 50131-3079
GARY LONGNECKER	7070 FOREST DR	JOHNSTON, IA 50131-1283
MARK KRAUSE	6833 NW 93RD ST	JOHNSTON, IA 50131-3079
BRADLEY MEYER	6834 NW 93RD ST	JOHNSTON, IA 50131-3079
DENISE HOBT (TRUSTEE)	6911 NW 93RD ST	JOHNSTON, IA 50131-3094
CAMP DODGE DEVELOPMENT COMPANY LC	9813 ILLIS DR	DES MOINES, IA 50322-1390
MATTHEW KUBOVICH	6900 NW 93RD ST	JOHNSTON, IA 50131-3131
ALLEN HENTSCHER	6904 NW 93RD ST	JOHNSTON, IA 50131-3131



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

October 17, 2016 Meeting

<p>SUBJECT: Consider approval of the following items related to the subdivision of 57.64 acres of land south of Little Beaver Creek and east of NW 96th Court:</p> <ul style="list-style-type: none"> • Resolution 16-212; Approving a development Agreement with Hubbell Realty Company; • Resolution 16-213; Approving the Final Plat for Crosshaven Plat 7; • Resolution 16-214; Accepting a Petition and Waiver for future improvements to NW 100th Street. 	<p>ACTIONS REQUIRED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS: The applicant, Hubbell Properties I, L.L.C. (Series D and Hubbell Realty Company) is proposing to subdivide a 57.62 acre parcel into 71 lots, 1 street lot, and 2 outlots. The property is zoned PUD via ordinance 782. The Preliminary Plat for Crosshaven Plat 7 was approved March 7th, 2016. This plat will complete the development of the Crosshaven development lying south of Little Beaver Creek.

RECOMMENDATION: **At their July 25, 2016 meeting the Planning & Zoning Commission recommended approval of PZ Case No. 16-21, the Final Plat for Crosshaven Plat 7 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. 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. Pursuant to Chapter 180.42 of the Subdivision Regulations and Resolution 08-53, the applicant is responsible for participation in the reconstruction of NW 100th Street which may be addressed by the submission of a Petition and Waiver, such Petition and Wavier must be filed prior to the City Council's consideration of the plat.
4. All pedestrian trails required within the proposed residential lots shall be installed or bonded for prior to the City's acceptance of the public improvements for each phase of the plat.
5. Prior to City Council approval of the Final Plat, payment of the Little Beaver Creek Trunk Sewer Connection District Fee for the portion of

The fee increased to \$3,550 on July 1, 2016.

the plat not within undevelopable outlots, which is a total of 23.11 acres in Plat 7, shall be made. ~~The per acre fee is \$3,450 or \$79,729.50.~~ The per acre fee is \$3,550 or \$82,040.50.

6. Pursuant to the PUD, a detailed management plan shall be provided with each plat for the outlot areas of the plat that are to be owned by a homeowners association, in addition, prior to City Council approval of the final plat, applicants shall provide a performance bond and maintenance bond to cover the cost of initial installation and maintenance to establish said areas as prairie.

Prior to the issuance of a certificate of occupancy for any structure within the plat, the following items shall be completed:

7. Pursuant to Chapter 145.05(4) the Erosion and Sediment Control Ordinance, an engineer's certification shall be provided certifying the elevation of the all designated ditch and drainage way elevations that are on or immediately adjacent to the lot under construction.
8. All structures located on lots that have a minimum protection elevations identified on the plat shall certify that the structure meets that elevation.

Attachments: Vicinity Map;
Development Agreement with Crosshaven Owner's Association;
Petition and Waiver for Future Improvements to NW 100th Street;
Final Plat prepared by McClure Engineering Company, dated July 20th, 2016;
Ordinance 782; dated October 6, 2008;
PUD Master Plan prepared by McClure Engineering Company, dated April 11, 2008;
July 25, 2016 Planning & Zoning Commission Meeting Minutes;

RESOLUTION 16-212

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH CROSSHAVEN OWNER'S ASSOCIATION REGARDING PROPERTY LOCATED SOUTH OF LITTLE BEAVER CREEK AND EAST OF NW 96TH COURT

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

The development agreement with Crosshaven Owner's Association regarding maintenance of the stone veneer façade on the stream crossing within Lot A Crosshaven Plat 7, attached hereto and made a part of, is hereby approved and the Mayor is authorized to execute the agreement on the City's Behalf.

PASSED AND APPROVED this 17th day of October, 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

RESOLUTION 16-213

A RESOLUTION APPROVING THE FINAL PLAT FOR CROSSHAVEN PLAT 7

WHEREAS, the Planning & Zoning Commission has reviewed the final plat for Crosshaven Plat 7 during its regular meeting on July 25th, 2016, and recommended approval of PZ Case No. 16-21 with noted conditions; and,

WHEREAS, the following action is deemed appropriate; and,

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the Final Plat for Crosshaven Plat 7 is hereby approved subject to the recordation of the following documents,

1. Attorney's Title Opinion
2. Polk County Treasurer's Tax Certificate
3. Consent to Plat (Owner)
4. Consent to Plat (Mortgagee)
5. Warranty Deed to Street Lot (Lot A)
6. Groundwater Hazard Statement for Street Lot (Lot A)
7. Warranty Deed to Outlots (Outlots Y and Z)
8. Groundwater Hazard Statement for Outlots (Outlots Y and Z)
9. Mortgagee's Partial Release of Mortgage & Partial Subordination of Mortgage to Easements
10. Sanitary Sewer Easement
11. Storm Sewer Easement
12. Overland Flowage Easement
13. Public Utility Easement
14. Stream Buffer Easement (Outlot Y)
15. Stream Buffer Easement (Outlot Q Crosshaven Outlots Plat 1)
16. Bike Trail Easement
17. Sidewalk Easement
18. Petition and Waiver for Improvements to NW 100th Street
19. Development Agreement Regarding Maintenance of the Stone Veneer Façade on the stream crossing within Lot A Crosshaven plat 7

The City Council takes further action to approve the plat as noted:

1. The City Council acknowledges payment of the Little Beaver Creek Trunk Sewer Connection District in the amount of \$82,040.50.

Prior to the issuance of a certificate of occupancy for any structure within the plat, the following items shall be completed:

1. Pursuant to Chapter 145.05(4) the Erosion and Sediment Control Ordinance, an engineer's certification shall be provided certifying the elevation of the all designated ditch and drainage way elevations that are on or immediately adjacent to the lot under construction.
2. All structures located on lots that have a minimum protection elevations identified on the plat shall certify that the structure meets that elevation.

PASSED AND APPROVED this 17th day of October, 2016.

PAULA S. DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

RESOLUTION NO. 16-214

A RESOLUTION ACCEPTING A PETITION AND WAIVER FOR FUTURE IMPROVEMENTS TO NW 100TH STREET

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

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

WHEREAS, the following action is deemed appropriate.

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

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

PASSED AND APPROVED this 17th Day of October, 2016.

PAULA S. DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

APPLICANT AND
PROPERTY
OWNERS:

Hubbell Realty Company
6900 Westown Parkway
West Des Moines, IA 50266

REPRESENTATIVE:

McClure Engineering Company
1360 NW 121st Street
Clive, IA, 50325

BACKGROUND &
PRIOR APPROVALS:

This property was part of the Northwest/Elmerodo Estates annexation which was approved by the City Council on February 19, 2008, and approved by the City Development Board in June 9, 2008. The annexation was finalized in September 2008 when it was recorded with the Secretary of State and Polk County Recorder.

The property was rezoned from A-R the automatic designation for annexed property to PUD via Ordinance 782 which was adopted by the Council on October 6, 2008.

The original preliminary plat for the site was approved December 1, 2008. An amended preliminary plat for the site was approved May 5, 2014. The preliminary plat was amended to accommodate for a large tract of land that was purchased by Johnston School District. The preliminary plat for this area was amended for a second time on March 7, 2016 to the current configuration of this Final Plat.

COMPREHENSIVE
PLAN:

The Comprehensive Plan for this area was amended in 2006. The Plan calls for this area to be developed at an overall average density of 2.0 units per acre. Pursuant to the Comprehensive Plan the PUD allows for a density not to exceed 2.06 units per acre, with the area south of Little Beaver Creek (the portion proposed with this plat) to have a density not to exceed 1.66 units per acre. In addition, a buffer is required along the south boundary of the site. As proposed the total development has a gross density of 1.655 DU/AC.

ZONING & DENSITY
& BULK
REQUIREMENTS:

The proposed PUD is divided into thirteen tracts. This plat encompasses area within Tracts 1-8 which consists of single family residential homes and utilize the bulk regulations applicable to the R-1(60) zoning district as amended:

Lot Area: 6,000 sq. ft.
Lot Width: 60 ft. at the building setback
Front Setback: 25 ft. for any garage; 15 feet for any porch.
Side Yard: 5 ft.
Rear Yard: 10 ft.

In addition, at least 50% or more of the lots within tracts 1 - 8 are required to

be a minimum of 65 feet in width or wider. As proposed 50.3% open space is provided and 61% of the lots are 65 feet wide or wider, throughout the entire subdivision.

Lots adjacent to the 120 foot setback along the southern property border adjacent to Pinecrest Estates or 80 foot setback along the western border adjacent to NW 100th Street are also required to be a minimum of 85 feet in width (at the building setback) and 8,500 square feet. All of the lots meet this requirement.

In addition, portions of the property are within the Floodway and Floodway Fringe Overlay Zoning Districts and will be required to meet the requirements of those districts in addition to the PUD requirements.

TRAFFIC ACCESS &
CIRCULATION:

The street/lot configuration is as shown on the amended Preliminary Plat. Access to the site is provided by an extension of Valley Parkway. Off of this extension three cul-de-sacs will be constructed. Valley Parkway will terminate in a dead end that is envisioned to eventually be extended through to connect with Valley Parkway at NW 86th Street.

As required by the Subdivision Regulations and Resolution 08-53, the applicants are responsible for their share of improvements to NW 100th Street, either by payment, bond or petition and waiver. With the recording of Crosshaven Plat 1 through 6, the applicants filed Petition and Waivers which allowed the per lot assessment cost to be reduced if future plats without frontage filed amended Petition and Waivers, this is proposed with this plat.

OPEN SPACE
AREAS:

The open space areas will all be located in outlots which are owned and maintained by a homeowners association. The PUD requires a maintenance plan be developed for these areas and proof of financial stability be provided to ensure the associations are adequately funded to support the ongoing care of the open space areas. In addition, performance and maintenance bonds are required to be provided to ensure the areas are sufficiently established, all of which are required prior to City Council approval of the Final Plat.

PARKLAND
DEDICATION:

As required by the PUD, the applicants are required to dedicate a minimum of a 3 acre park site within the development to allow for the development of a neighborhood park. The applicants identified a 5.34 acre park site located within plat 5, which was approved and has been developed as a City Park to provide recreation opportunities to this portion of the community.

In addition, and pursuant to the PUD Master Plan, the applicants have identified a significant trail system throughout the development with connections at NW 100th Street/Valley Parkway on the west and Valley Parkway and the east plat boundary on the east to allow for future

extensions of this trail system. The trails will be primarily on property owned by a homeowners association, but be located within easements and owned/maintained by the City. The portions of the trail network located within this phase have been constructed with the public improvements.

SANITARY SEWER: The City constructed the Little Beaver Creek Trunk Sewer Project which extended the trunk sewer from NW 86th Street westerly to the subject property. A service main extends off of this trunk to provide service to this plat.

The applicant has made payment of the Little Beaver Creek Trunk Sewer Connection District Fee for the portion of the plat not within undevelopable outlots, which is a total of 23.11 acres in Plat 7. The per acre fee is currently \$3,550 per acre, totaling \$82,040.50.

WATER: City water is currently stubbed at the dead end of Valley Parkway. Water will be extended to this site along Valley Parkway and will branch off of the Valley Parkway main to service the lots located along the three cul-de-sacs. The water main extension will be extended to the plat boundary on the east so that future plats to the east can have access to city water.

STORMWATER MANAGEMENT: This site generally flows northerly towards the retention pond located on the north of this site. A forebay is being constructed for this retention pond to allow for water flowing into the pond from the unnamed channel to be treated for water quality before entering the pond.

The street storm water will be collected in roadside ditches, in lieu of storm sewer pipe through the driveway curb cuts. Select storm sewer is proposed to convey this storm water under streets, driveways, sidewalks and trails to other drainage ways or the pond.

Minimum protection elevations and critical spot elevations of all drainage ways are shown for all lots as identified on the preliminary plat and/or construction plans. The Building Department will require engineer's certification of these MPE's prior to issuance of occupancy permits.

SIDEWALKS: Sidewalks are required throughout the site. Due to the proposed roadside ditches, these sidewalks are proposed to be located in an easement just inside of each lot.

FLOODPLAIN: Portions of this site are located within the 100 year floodplain and 500 year floodway fringe and as such the Floodplain and Floodway Fringe Overlay Districts were applied to those portions of the property. The applicants have secured a Letter of Map Revision – Fill, from FEMA documenting that all of the proposed lots are outside of the 100 year floodplain.

**BUILDING PERMIT
ISSUANCE:**

Pursuant to standard city practice, the Building Department will not issue building permits until all major construction has been completed, the final plat filed and recorded and a punch list created for all outstanding items. Prior to acceptance of the public improvements, the Building Department will issue no more than two permits for the subdivision.

PLAT SUMMARY:

Lots:	71
Area:	57.64 Acres
Area of Streets:	5.81 Acres
Other Area Dedicated:	N/A
Outlot Area:	34.53 Acres
Net Area in Lots	17.3 Acres
Net Average Lot Area:	10,607 Square Feet
Length of Street:	3,290 Lineal Feet
Length of Water Main:	3,610 Lineal Feet
Length of Sanitary Sewer:	4,300 Lineal Feet
Length of Storm Sewer:	2,415 Lineal Feet

**FINAL
DOCUMENTATION:**

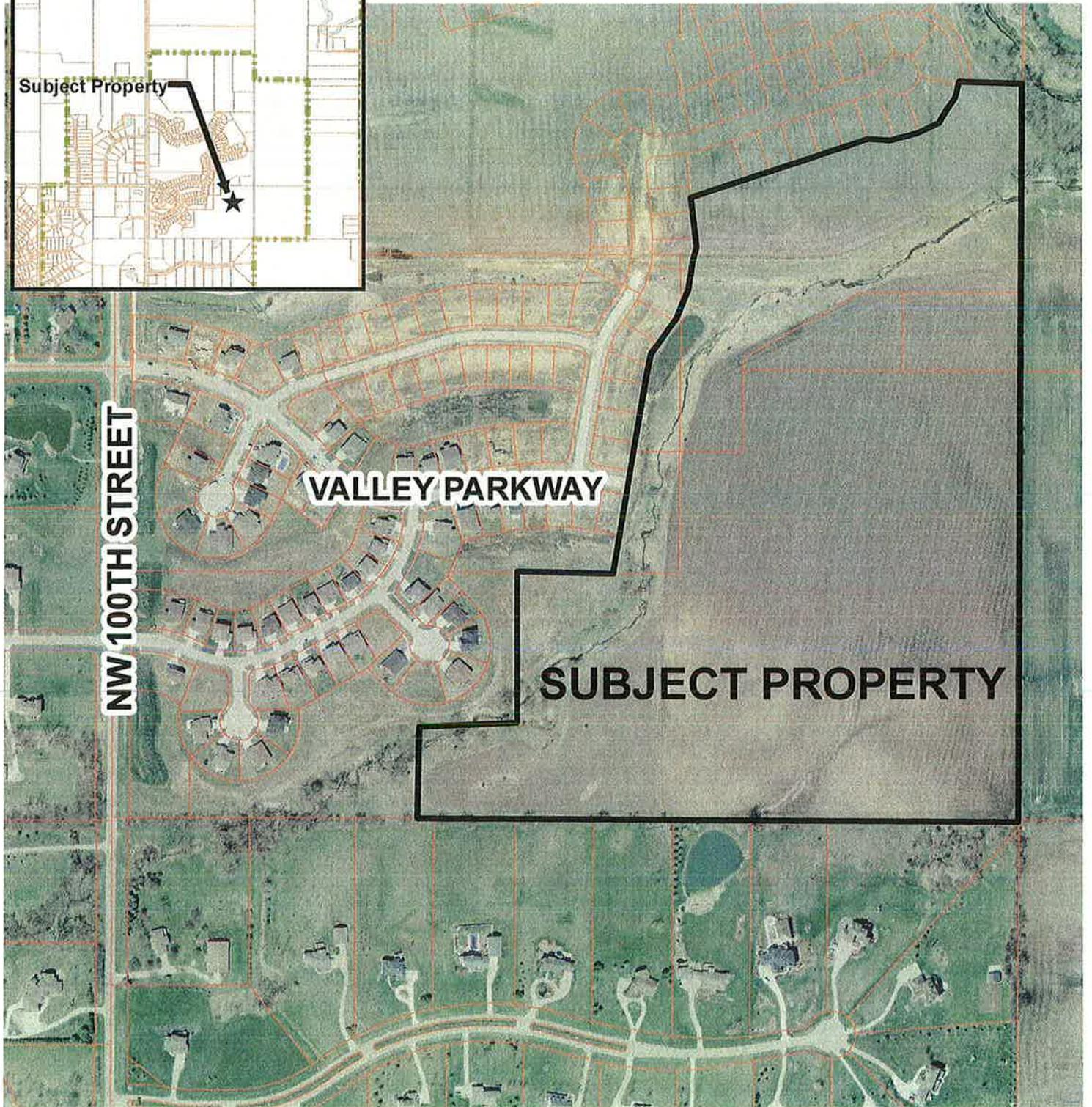
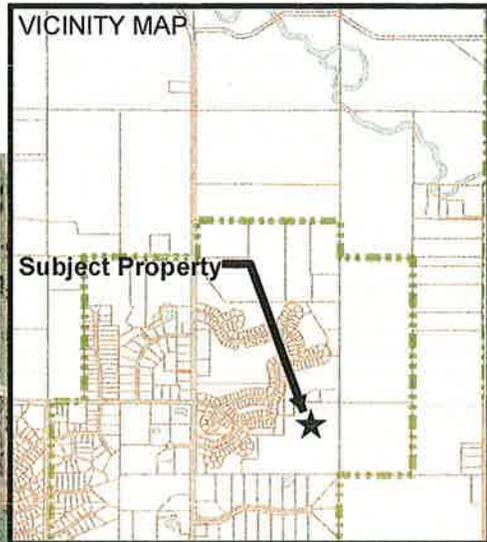
The following documents have been submitted for review by City Staff and the City Attorney:

- Attorney's Title Opinion
- Polk County Treasurer's Tax Certificate
- Consent to Plat (Owner)
- Consent to Plat (Mortgagee)
- Warranty Deed to Street Lot (Lot A)
- Groundwater Hazard Statement for Street Lot (Lot A)
- Warranty Deed to Outlots (Outlots Y and Z)
- Groundwater Hazard Statement for Outlots (Outlots Y and Z)
- ~~Mortgagee's Partial Release of Mortgage & Partial Subordination of Mortgage to Easements~~
- Sanitary Sewer Easement
- Storm Sewer Easement
- Overland Flowage Easement
- Public Utility Easement
- Stream Buffer Easement (Outlot Y)
- Stream Buffer Easement (Outlot Q Crosshaven Outlots Plat 1)
- Bike Trail Easement
- Sidewalk Easement
- Petition and Waiver for Improvements to NW 100th Street
- Development Agreement Regarding Maintenance of the Stone Veneer Façade on the stream crossing within Lot A Crosshaven plat 7
- Performance Bonds for all outstanding construction items (In the amount of the remaining construction costs plus ten percent) and a

contractor or engineers estimate documenting remaining items and costs.

- Maintenance bonds for all streets, underground infrastructure, trails and common open space areas. Maintenance bonds are valid for a four year period after acceptance of the public improvements.
- Payment of the Little Beaver Creek Truck Sewer Connection Fee of \$82,040.50.
- Evidence of Restrictive Covenants
- Evidence of Establishment of a Funded Home Owners Association with Responsibility of Maintenance and Replacement of the Facade on the Stream Crossing
- Evidence of a Short and Long Term Maintenance Plan for Open Space Areas

**PZ CASE 16-21
CROSSHAVEN PLAT 7 FINAL PLAT**



0 165 330 660 990 1,320
Feet

1 inch = 3,333 feet

**DEVELOPMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information: B.J. Miller, Hubbell Realty Company, 6900 Westown Pkwy,
West Des Moines, Iowa 50266; (515) 280-2057

Return Document To: B.J. Miller, Hubbell Realty Company, 6900 Westown Pkwy,
West Des Moines, Iowa 50266

Taxpayer Information: City of Johnston, PO Box 410, Johnston, Iowa 50131

Grantor: Crosshaven Owner's Association

Grantee: City of Johnston

Legal Description: Lot A, Crosshaven Plat 7, an Official Plat, now included in and
forming a part of the City of Johnston, Polk County, Iowa

DEVELOPMENT AGREEMENT

This Development Agreement made this 4th day of October, 2016, by and between Crosshaven Owner's Association (hereinafter referred to as "THE HOMEOWNER'S ASSOCIATION"), and the City of Johnston, an Iowa municipality with city offices at P.O. Box 410, Johnston, Iowa, 50131-0410 (hereinafter referred to as "City").

WHEREAS, Crosshaven I, LLC desires to deed Lot A Crosshaven Plat 7 to the City; and,

WHEREAS, Lot A Crosshaven Plat 7 contains an elliptical culvert with a stone veneer façade on the wing walls; and,

WHEREAS, the City finds that the stone veneer façade on the wing walls of the elliptical culvert is decorative in nature for the benefit of the Crosshaven Development; and,

WHEREAS, the City finds that the stone veneer façade on the wing walls of the elliptical culvert will require continual maintenance and have a limited life span given the water and weather conditions it will be exposed to; and,

WHEREAS, the City approved the Preliminary Plat for Crosshaven Plat 7 , via Resolution 16-57, with the condition that the decorative stone on the wing walls of the stream channel crossing on Valley Parkway shall only be permitted upon receipt of a maintenance agreement that would place the full responsibility of maintenance, repair, and replacement upon THE HOMEOWNER'S ASSOCIATION to avoid unnecessary expenses to the City; and,

WHEREAS, the parties agree that the City has the right to require this Development Agreement under the provisions of the Code of Ordinances of the City of Johnston, Iowa, 2007 Section 180.39; and,

WHEREAS, pursuant to the authority granted to the City of Johnston by Section 180.39 of the Code of Ordinances of the City of Johnston, Iowa, 2007 and in consideration of the proposed development and increased tax base to the City and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **HOMEOWNER'S ASSOCIATION RESPONSIBILITIES.** THE HOMEOWNER'S ASSOCIATION shall have responsibility for the following work related to the stone veneer façade on the wing walls of the elliptical culvert:

- Regular maintenance and upkeep
- Repairs, major and minor to the stone veneer façade

- Replacement of the stone veneer façade resulting from City maintenance or replacement on the elliptical culvert structure
- Replacement resulting from weathering and aging

2. **ACKNOWLEDGEMENTS.** The CITY and THE HOMEOWNER'S ASSOCIATION hereby acknowledge the following:

- Due to the ongoing responsibilities of this agreement THE HOMEOWNER'S ASSOCIATION shall not be dissolved without the written consent of the CITY.
- THE HOMEOWNER'S ASSOCIATION shall maintain sufficient financial resources to carry out the duties and responsibilities of this agreement.
- The CITY will allow THE HOMEOWNER'S ASSOCIATION access to Lot A as necessary to perform the duties and responsibilities of this agreement, provided a right of way permit shall be secured prior to any work commencing.
- The CITY will perform all necessary maintenance, repair and replacement to the culvert crossing Valley Parkway. Should replacement be required the CITY shall be under no obligation to replace the stone veneer façade or to allow THE HOMEOWNER'S ASSOCIATION to do so.

3. **AMENDMENTS.** No amendments or variations of the terms of this Agreement shall be valid or binding unless made in writing and executed by a duly authorized representative of each party to be bound thereto.

4. **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their respective successors and assigns. The parties further agree that this Agreement may be filed with the Polk County Recorder so as to be part of a public record and notify third parties of the terms contained herein.

5. **VALIDITY OF AGREEMENT.** If any term of this Agreement is deemed or ruled invalid by a court of law for any reason, the parties agree that there would be a failure of consideration and that this Agreement would be null and void.

WHEREFORE, the parties have executed this Agreement on the date and year written above.

Crosshaven Owner's Association

By: _____

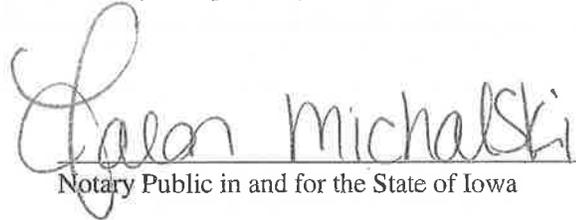
John Bergman, President

By: _____

Ashley Aust, Secretary

STATE OF IOWA, COUNTY OF DALLAS) ss:

This instrument was acknowledged before me this 4 day of October, 2016, by John Bergman as President, and Ashley Aust as Secretary, respectively, of **Crosshaven Owner's Association**, an Iowa nonprofit corporation.


Falon Michalski
Notary Public in and for the State of Iowa



CITY OF JOHNSTON

ATTEST:

By: _____

By: _____

Paula S. Dierenfeld, Mayor

Cyndee Rhames, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paula S. Dierenfeld and Cyndee Rhames, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Johnston, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____ passed the City Council on the ____ day of _____, 2016, and that Paula S. Dierenfeld and Cyndee Rhames, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

PETITION AND WAIVER

THIS AGREEMENT made and entered into by and between the City of Johnston, Iowa, hereinafter called the CITY, and the undersigned property owners in said City, hereinafter called the PROPERTY OWNERS, WITNESSETH:

WHEREAS, the City proposes to construct certain public improvements ("improvements") in said City; and

WHEREAS, the undersigned Property Owners desire that the improvements be constructed to benefit their respective properties and that special assessments be levied against their property as hereinafter described opposite their names. The general description and location of said improvements being as follows:

NW 100th Street Improvements adjacent to the west boundary of
Crosshaven Plat 7.

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

The properties to be assessed are described as follows:

Lot 1 – 71 Crosshaven Plat 7, an Official Plat, Johnston, Polk County, Iowa

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

As soon as practicable the City shall have the right to cause the above described improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The construction of said improvements shall be under the supervision of an engineer to be selected by the City.

For the purpose of this Agreement, the City may elect to enter into one or more contracts for the construction of said improvements as a part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by Section 384.41(2) of the City Code of Iowa.

In consideration of the construction of said improvements, the undersigned Property Owners hereby waive the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of Notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said improvements where the expense of such improvements is to be assessed against private

property. The undersigned Property Owners each and all hereby expressly waive each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to construct the improvement without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

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

Said assessments costs have been calculated based on each lot's proportionate share of the total assessment cost of \$387,274.48. The proportionate shares are as follows: \$49,315.85 based upon Lots 1 – 34 Crosshaven Plat 1, \$40,613.05 based upon Lots 1 – 28 Crosshaven Plat 2, \$47,865.39 based upon Lots 1 – 33 Crosshaven Plat 3, \$44,964.45 based upon Lots 1 – 31 Crosshaven Plat 4, \$33,360.72 based upon Lots 1 – 23 Crosshaven Plat 5, \$68,171.91 based upon Lots 1 – 47 Crosshaven Plat 6, and \$102,983.10 based on Lots 1-71 Crosshaven Plat 7. Said assessment costs for Crosshaven Plats 1, Crosshaven Plat 2, Crosshaven Plat 3, Crosshaven Plat 4, Crosshaven Plat 5, Crosshaven Plat 6, and Crosshaven Plat 7 shall be assessed as follows:

Lots 1 - 71 Crosshaven Plat 7 at an assessment of \$1,450.47 per lot; PROVIDED, HOWEVER, that if, prior to the adoption of the Resolution of Necessity, Petition and Waivers for future phases of the Crosshaven development, which do not have direct frontage on NW 100th Street, have been executed, then the assessment for Lots 1- 34 in Crosshaven Plat 1, Lots 1 – 28 in Crosshaven Plat 2, Lots 1 – 33 in Crosshaven Plat 3, Lots 1 – 31 in Crosshaven Plat 4, Lots 1 -23 in Crosshaven Plat 5, Lots 1 – 47 in Crosshaven Plat 6, and Lots 1 – 71 in Crosshaven Plat 7 shall be recalculated based on each lot's proportionate share of the total assessment costs.

At the time of assessment, the above-listed 2008 figures shall be adjusted for inflation with the Engineering News Record's construction cost index being used to calculate such adjustment. Each of the undersigned Property Owners hereby expressly waive every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Property Owners within the time provided by Statute for the payment of special assessments for such improvements. Any entitlement to agricultural deferment under Chapter 384 of the City Code of Iowa is hereby reserved by the property owners.

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

Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners, or any of them, and any such Resolution may contain recitals that said improvements are ordered or made by the Council without petition of property owners, without in any way qualifying this petition or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said improvements and to issue improvement bonds payable out of said assessments.

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

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

Dated this ___th day of _____, 20____.

Presented to the City Council on _____.

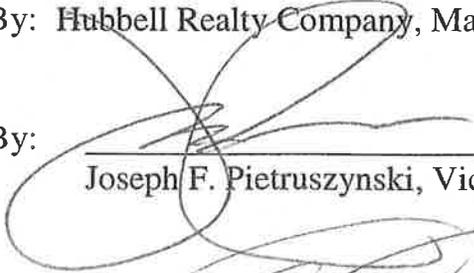
Approved by the City Council on _____.

City Clerk

FOR THE OWNER

CROSSHAVEN I, LLC

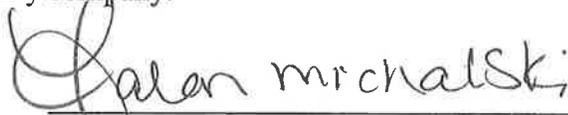
By: Hubbell Realty Company, Managing Member

By: 
Joseph F. Pietruszynski, Vice President

By: 
Dan Cornelison, Senior Vice President

STATE OF IOWA)
)SS
COUNTY OF DALLAS)

On this 30 day of September, 2016 before me a Notary Public, in and for said county, personally appeared Joseph F. Pietruszynski and Dan Cornelison to me personally known, who being by me duly sworn did say that they are the Vice President and Senior Vice President of Hubbell Realty Company, an Iowa corporation, the managing member of Crosshaven I, LLC, an Iowa limited liability company.



Notary Public in and for the State of Iowa



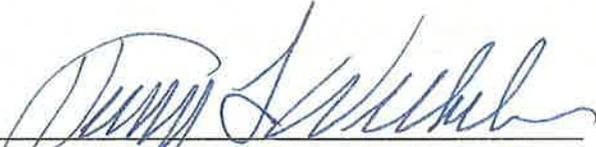
LIENHOLDER'S NAME:

WEST BANK

By: 
Luke Mohlenhoff, Vice President

Date: 10/04/16

On this 4th day of Oct, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Luke Mohlenhoff, Vice President of West Bank, to me personally known, who, being by me duly sworn, did say that he is the individual executing the within and foregoing instrument; and that he acknowledged the execution of said instrument to be his voluntary act and deed of said corporation.


Notary Public, In and For the State of Iowa



ORDINANCE NO. 782

AN ORDINANCE AMENDING THE JOHNSTON REVISED ORDINANCES OF 2007 BY AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 276.88 ACRES LOCATED EAST OF NW 100TH STREET AND NORTH OF THE PINE CREST ESTATES SUBDIVISION TO BE KNOWN AS CROSSHAVEN FROM AR TO PUD.

WHEREAS, the Planning and Zoning Commission reviewed this item at their regular meeting on February 11, 2008 and recommends approval of PZ Case No. 07-52.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to change the Official Zoning Map of the City of Johnston, Iowa, under the provisions of Chapters 165 to 172 (Zoning Ordinance), and Section 166.02 (Zoning District Boundaries and Official Zoning Map) of the Johnston Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED FROM A-R AGRICULTURAL RESERVE TO PUD. The following legally defined property is hereby rezoned from A-R to PUD.

See attached Exhibit "A"

SECTION 3. MASTER PLAN PROVISIONS. In accordance with Section 168.11(3) adopted herewith is the PUD Master Plan for the above-described area being rezoned to Planned Unit Development consisting of the following development policies:

1) General Provisions:

- a) PUD Master Plan: The plan for Crosshaven as prepared by McClure Engineering and dated April 11, 2008 is hereby adopted as the PUD Master Plan. The master plan and those additional guidelines as identified herein shall constitute the zoning requirements of the property.
- b) In the administration of these guidelines, any item not addressed specifically will be governed by the Johnston Municipal Code, including Chapters 165-172, Zoning Ordinance.
- c) The overall density of the entire subject property shall not exceed two point zero six (2.06) gross dwelling units per acre. Density of individual areas of the subject property may be higher or lower than this restriction provided the overall density does not exceed two point zero six (2.06) and the bulk requirements detailed in Section 3, Paragraph 5 of this agreement are met.

2) Traffic Provisions:

- a) Improvement to Adjacent Roadways: Pursuant to Chapter 180.42 of the Subdivision Regulations, the developer shall be responsible for their share of improvements to NW 100th Street to improve the roadway to a collector standard. Some or all of this

requirement may be met by the developers reconstruction of the NW 100th Street Bridge over Little Beaver Creek and reconstruction of NW 100th Street north of the bridge.

- b) Little Beaver Creek Bridge: Due to the condition and width of the NW 100th Street Bridge over Little Beaver Creek, no development shall be allowed on Tracts 9 to 12 until said bridge is reconstructed to current standards and NW 100th Street north of the bridge is reconstructed. As the City has no plans or need to reconstruct this bridge or replace the existing gravel roadway north of the bridge, due to the termination of NW 100th Street, said reconstruction shall be completed at the full expense of the developer. The City may assist with the acquisition of right of way, if necessary.
 - c) Intersection Improvements: The developer shall widen to a pavement width of thirty-seven (37) feet and a minimum right-of-way width of seventy (70) feet for turning lanes on Valley Parkway, NW 82nd Avenue and Camden Street as identified on the PUD Master Plan and other collector streets that intersect with NW 100th Street, as determined necessary during the platting process.
 - d) Access to NW 100th Street: No lots with frontage along NW 100th Street shall have vehicular access to NW 100th Street; all access shall be provided through the internal street system of the subdivision.
 - e) Street Right of Way and Widths: All streets shall be located within a minimum of sixty (60) feet of right of way, and be a minimum width of twenty-six (26) feet in width. Valley Parkway as defined on the PUD Master Plan shall be a minimum of thirty-one (31) feet in width and NW 82nd Avenue as defined on the PUD Master Plan and any other collector streets, as defined during the platting process, shall be a minimum of twenty-nine (29) feet in width. All streets shall have sidewalks on both sides of the street.
- 3) Utility Provisions:
- a) Water: The Developer shall construct the necessary water mains as required by the City's Subdivision Regulations. The Developers shall be responsible for the full cost of all eight (8) and twelve (12) inch diameter water mains, and shall install twelve (12) inch water mains where determined necessary by the City. Should a main larger than twelve (12) inches be required, the developer shall be eligible for reimbursement for a portion of the cost pursuant to the City's Oversized Water Main Reimbursement Policy.
 - b) Sanitary Sewer: The Developer shall construct the necessary sewer mains as required by the City's Subdivision Regulations, in the size and locations determined by the City, and connect all lots to the future public sanitary sewer system.
 - c) Little Beaver Creek Trunk Sewer: The City's utility master plan for this area identifies the need for a sanitary sewer trunk main running through the subject property adjacent to Little Beaver Creek. During the platting process, it shall be determined whether or not this trunk sewer can be incorporated into the subdivisions sanitary sewer system (i.e. installed to follow the street system). If the trunk sewer can be incorporated into the subdivision's sanitary sewer system, the developer shall install said trunk sewer with the development of the subject property. If it is determined the trunk sewer must be located immediately adjacent to Little Beaver Creek or if the trunk sewer needs to be significantly oversized to accommodate future extensions, the City shall construct the

trunk sewer and the developer shall provide any and all easements necessary for the construction and operation of said trunk sewer.

- d) Improvement Districts: At the time of the Final Plat, the Developer shall be responsible for payment of any assessments or connection fee districts, including but not limited to, water main and sanitary sewer connection fee districts.

4) Parks & Recreation Provisions:

1. The Developer shall dedicate at no cost to the City a minimum of three (3) acres of land for a park located in the general vicinity as shown on the PUD Master Plan. Said acreage shall be developable parkland, excluding drainage ways, streams, areas with extreme topography and wetlands. The intent of this park site is to provide neighborhood park facilities to the residents of this area of the City. This park site shall extend easterly to the eastern plat boundary, across Little Beaver Creek, to potentially allow for the expansion of this park.
2. The Developer shall construct and dedicate necessary easements/right of way for the pedestrian trail system as identified on the PUD Master Plan. This includes a 9' ACC or 8' PCC trail connecting from NW 100th Street/NW 78th Avenue easterly to the east boundary of the subject property in the vicinity of Valley Parkway as identified on the City's Comprehensive Plan. Upon installation, said trails shall be owned and maintained by the City.
3. Completion of the improvements required by Paragraphs 1 and 2 above shall satisfy the City's Parkland Dedication Requirements of Chapter 180.43 of the Subdivision Regulations.

5) Land Use Provisions: The property shall be developed utilizing the following bulk regulations:

- a) Tracts 1 through 11 shall be single family detached residential uses only and shall utilize the bulk requirements of the R-1(60) zoning district, except the following provisions shall apply:
 - i) The minimum lot area shall be 6,000 square feet.
 - ii) The minimum setbacks shall be as follows:
 - (a) Front Yard – 25 feet for the primary structure and garages; 15 feet for usable front porches. For the purposes of this PUD Master Plan, “usable front porches” shall be defined as follows:

A covered or uncovered floor, deck or platform, attached to the house and no more than one side of the porch shall be enclosed by a vertical wall, window or screened surface. The porch shall be large enough to accommodate traditional chairs and/or seating and shall not be heated or air-conditioned.
 - (b) Side Yard Setback – 5 feet
 - (c) Rear Yard Setback – 10 feet
 - iii) Covenants shall be established at the time of final platting which establish a minimum square footage requirement for any single family residential dwelling of 1,500 finished square feet.

- b) The gross density of Tracts 1 through 11 shall not exceed 1.77 dwelling units per acre.
 - c) Development within Tracts 1 through 8, the area south of Little Beaver Creek, shall be further regulated as follows:
 - iii) A minimum of fifty (50) percent of the area within Tracts 1 through 8 shall be maintained as open space, as defined in Section 3, Paragraph 7(a) of this Ordinance.
 - iv) No more than fifty (50) percent of all lots within Tracts 1 through 8 shall be less than sixty-five (65) feet in width.
 - v) Any lot which falls adjacent to the one hundred twenty (120) feet southern buffer or the eighty (80) feet western buffer shall be a minimum of 85 feet in width and 8500 square feet. All structures on said lots shall meet the required setbacks of Section 3, Paragraph 6(b) of this Ordinance.
 - vi) The gross density of Tracts 1 through 8 shall not exceed 1.66 dwelling units per acre.
 - d) Tract 12 may be used for single family detached residential uses (association homes) or single family attached residential uses (townhomes/bi-attached), provided the overall density of this tract shall not exceed six (6.0) units per acre. As identified on the PUD Master Plan, Tract 12 shall be located north of NW 82nd Avenue, as extended through the site. If this tract is developed as single family attached residential uses the bulk requirements of the R-3 zoning district. If Tract 12 is developed as single family detached association homes (detached townhomes), as shown on the PUD Master Plan, the following bulk requirements shall apply:
 - iii) The minimum lot with shall be forty-seven (47) feet and the minimum lot area shall be 5,200 square feet.
 - iv) Front Yard – 25 feet for the primary structure and garages; 15 feet for usable front porches.
 - v) Side Yard Setback – 5 feet
 - vi) Rear Yard Setback – 25 feet
 - e) Pursuant to Chapter 167.03 a clubhouse is an allowed accessory use within the subdivision subject to Site Plan review and approval. Should a clubhouse be proposed along NW 100th Street within Tract 6, as identified on the PUD Master Plan, said clubhouse shall meet all required setbacks and buffers, as described in Section 3, Paragraph 6(b)(ii) of this Ordinance. In addition, said clubhouse shall be oriented so that no parking lot shall be located between the clubhouse and NW 100th Street. If possible and practical, the primary means of vehicular traffic shall be from the internal streets within the subdivision and not NW 100th Street.
- 6) Buffers:
- a) Pursuant to Chapter 145.19 buffers shall be required along Little Beaver Creek and other streams/channels on the subject property.
 - b) Pursuant to the Northwest Area Sub Area Plan within the Comprehensive Plan, a buffer is required along the south boundary of the subject property and along the western boundary south of Valley Parkway adjacent to NW 100th Street, as follows:
 - i) South Property Boundary: Adjacent to the Pine Crest Estates subdivision, a continuous open space area shall be provided as shown on the PUD Master Plan. No structures shall be permitted within this open space area and no primary structure shall be located within one hundred twenty (120) feet of the south property line.

- ii) Western Property Boundary: Adjacent to the western property boundary a continuous open space shall be provided as shown on the PUD Master Plan. No structures shall be permitted within this open space area and no primary structures shall be located within eighty (80) feet of the NW 100th Street right of way. Said open space shall include a berm and the minimum landscaping required by Chapter 166.34 within a fifty foot landscape buffer. The height of this berm shall be maximized to ensure adequate screening exists between NW 100th Street and the buildable lots within the subdivision. The size and landscaping planting within the open space area shall be reviewed and approved with the Preliminary Plat(s) for the subject property, to ensure this requirement is met.
 - c) Pursuant to Chapter 166.34 a landscape buffer shall be provided between Tract 12 and all other adjacent tracts if this tract is developed as single family attached dwellings.
- 7) Conservation Subdivision Practices:
- a) The subject property shall be developed consistent with the principals of a “conservation subdivision” and shall incorporate innovative storm water management techniques. In exchange for the reduction in bulk requirements and lot sizes as outlined within this PUD, a minimum of forty (40) percent of the subject property must be maintained as open space. Such open space shall be established within outlots which shall be owned and maintained by a private homeowners association and have a permanent restriction prohibiting any development of the outlot areas, except for the development of trails and other park purposes. With the platting of each of these outlots, a detailed management plan shall be submitted to the City for review and approval. Such management plan shall detail the necessary ongoing short and long term maintenance needs for the areas and include evidence that the homeowner association is adequately funded to carry out the management plan.
 - b) Innovative Storm Water Management Techniques and Best Management Practices (BMP) shall be implemented within the PUD. All BMP’s shall be sized pursuant to the Water Quality Volume and designed pursuant to the Iowa Storm Water Management Manual as published by the Iowa Department of Natural Resources and the Center for Transportation Research and Education and subject to the review and approval of the City at the time of platting.
 - c) Public Improvements within the subject property shall be constructed in accordance with the Iowa Statewide Urban Design Standards and Specifications including the Johnston Supplemental Specifications, except as follows:
 - i) Ditches, bioswales, and open channel drainage ways will be allowed adjacent to public streets within the right of way in lieu of installation of storm sewer mains.
 - ii) Standard six (6) inch high curbs shall be provided on all public streets, in lieu of storm sewer intakes, driveways shall be designed to allow storm water drainage into open channels/ditches, where necessary and where driveways cannot accommodate the drainage additional curb cuts will be accepted.
 - iii) A storm sewer sump main does not need to be provided to each lot, provided an engineered onsite infiltration practice (French drain) is constructed on each lot.
 - iv) Storm water throughout the subject property shall be conveyed to the greatest extent possible through open channels and swales. Such areas shall be within the necessary easements to ensure the long term functionality of the drainage system.

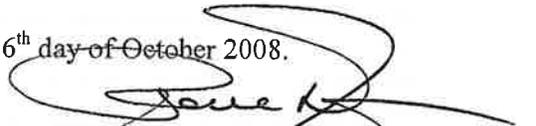
- v) All storm sewer culverts and pipe smaller than twelve (12) inches in diameter may HPDE pipe, all other culverts and pipe shall be RCP.
- vi) Water mains shall be located on the north and east sides of all streets and located in the back slope of the ditch/swale with shut offs extended to the center of the sidewalk.
- vii) Other exceptions not specifically listed may be allowed without amendment to this ordinance, if such exceptions are approved as part a Preliminary Plat or Construction Plans.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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.

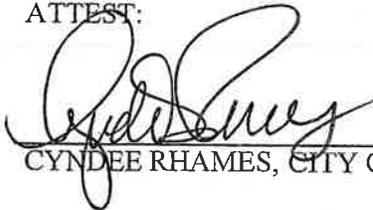
SECTION 6. WHEN EFFECTIVE. This ordinance shall be in full effect from and after its final passage, approval, and publication as provided by law, and upon the filing of the annexation of this property with the Secretary of State.

Passed and approved by the Council the 6th day of October 2008.



PAULA S. DIERENFELD, MAYOR

ATTEST:

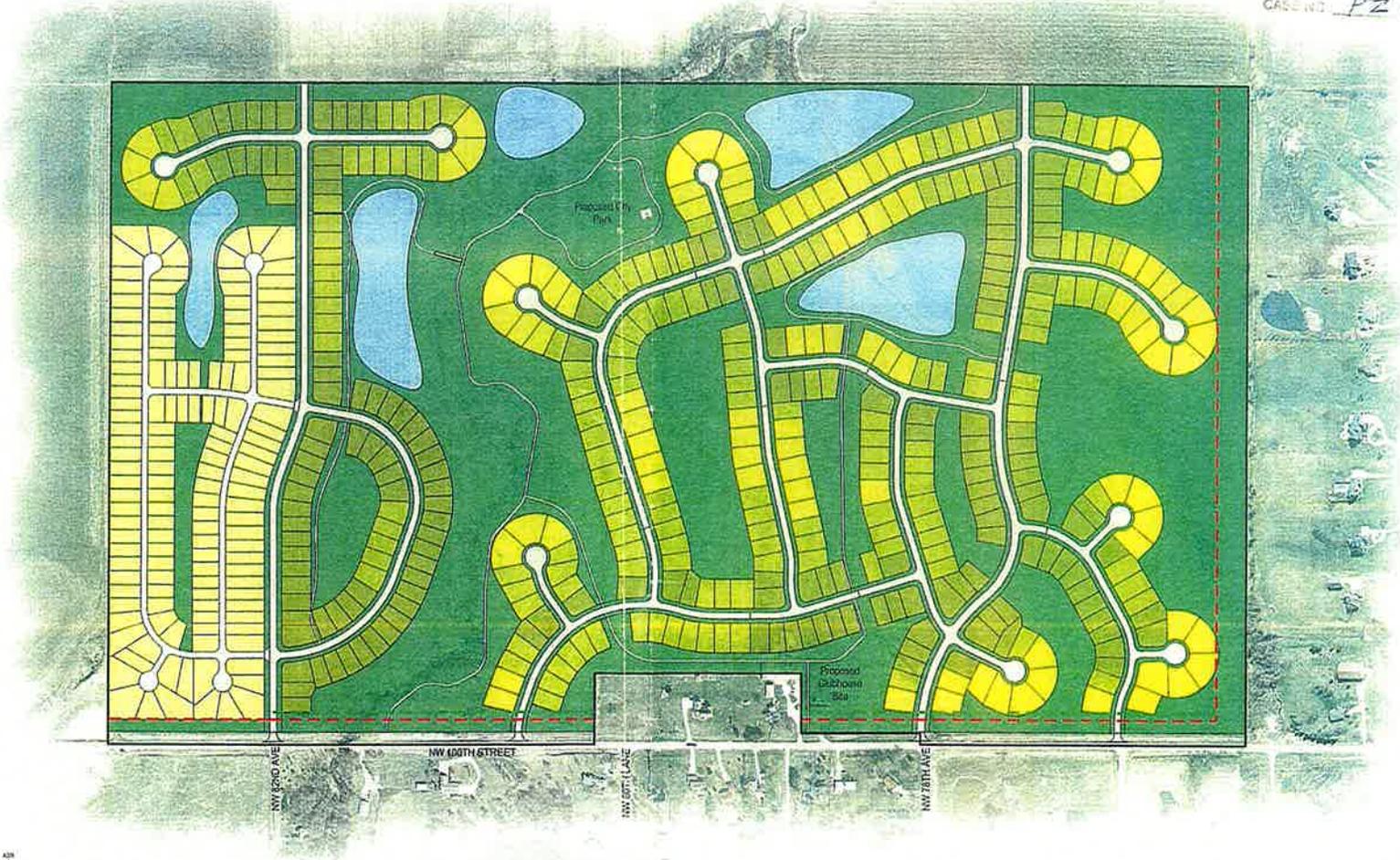


CYNDEE RHAMES, CITY CLERK

1st Reading: April 21, 2008
 2nd Reading: May 5, 2008
 3rd Reading: *Oct. 6, 2008*
 Passed: *October 6, 2008*
 Signed: *October 6, 2008*
 Published: *October 10, 2008*

ROLL CALL VOTE:	1st Reading		2nd Reading		3rd Reading	
	Aye	Nay	Aye	Nay	Aye	Nay
Clabaugh	X		X		✓	
Culbert	X		X		✓	
Hibbs		X		X		✓
Kallen	X		X		✓	
Tingley		X		X		✓

CITY OF JOHNSTON
 COMMUNITY DEV. DEPT.
 DATE RECD 4-11-08
 CASE NO. PZ 07-52



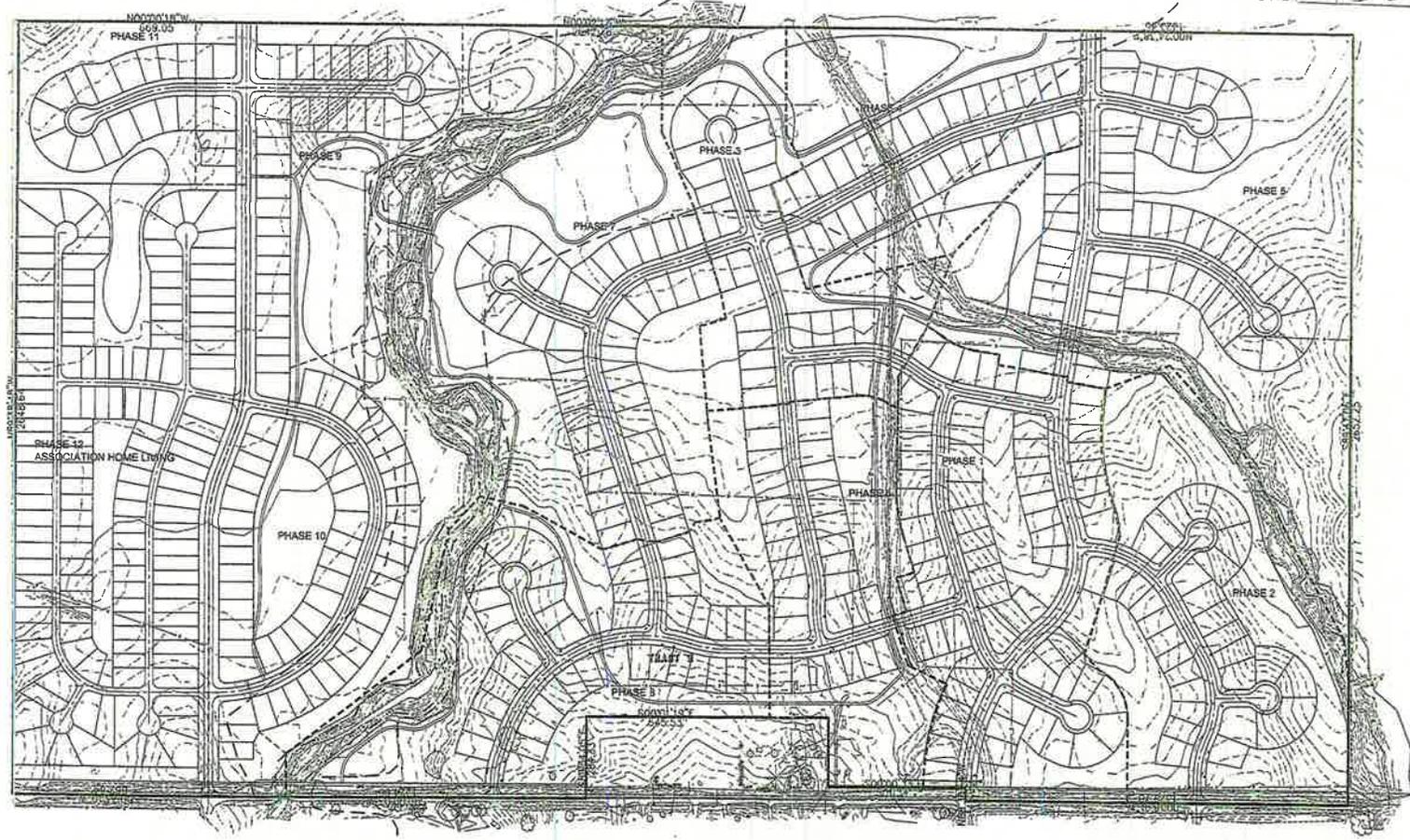
Crosshaven PUD Layout

- Association Home Living
- Open Space
- Comprehensive Plan Building Setback
- PUD 80-Foot Building Setback
- Single Family - 60-Foot Wide Lot Minimum
- Single Family - 65-Foot Wide Lot Minimum
- Single Family - 75-Foot Wide Lot Minimum
- Single Family - 85-Foot Wide Lot Minimum



APPROVED WITH CONDITION
 DISAPPROVED
 MEETING DATE: 10-6-08
 RESOLUTION NO.: _____
 ORDINANCE NO.: 182

CITY OF JOHNSTON
 COMMUNITY DEV. DEPT.
 DATE REC'D: 4-11-08
 CASE NO.: PZ 07-82



FLOODWAY - - - - - -
FLOODWAY FRINGE -
(500 YR LEVEL) - - - - -



McCLURE
 ENGINEERING COMPANY

M E C results. c o m
 705 First Avenue North
 Fort Dodge, Iowa 50501
 515-576-7155
 Fax 515-576-4235
 8101 Birchwood Court, Suite D
 Johnston, Iowa 50131
 515-984-1229
 fax 515-964-2370
 1740 Lingerer Lane
 North Liberty, Iowa 52317
 319-626-5099
 Fax 319-361-9895

NOTICE:
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PRELIMINARY

Smith Property PUD
 Existing Boundary and
 Site Conditions

Smith Property
 Planned Unit
 Development
 Johnston, Iowa
 228053
 July 23, 2007

REVISIONS:
 August 2, 2007
 January 24, 2008
 January 31, 2008
 April 9, 2008

ENGINEER: C. Smith **DRAWN BY:** C. Schaubach
CHECKED BY: C. Smith **FIELD BOOK NO.:** FIELDBOOK
DRAWING NO.: PUD **SHEET NO.:** 01 / 01



PLANNING & ZONING COMMISSION

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

Minutes
Regular Meeting: Monday, July 25, 2016

AGENDA

1. Call to Order

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

2. Roll Call

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

City Staff Present: Aaron Wolfe, Clayton Ender, Rebekah Davis

3. Election of Officers

Motion by Anderson, seconded by Pavlovec to nominate Petersma as Chair and Johnson as Vice Chair.

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

4. Approval of Agenda

Petersma called for a vote to approve the agenda.

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

5. Approval of Meeting Minutes: Regular Meeting of June 13, 2016.

Roll Call Vote:

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

6. PZ Case No. 16-21; Crosshaven Plat 7 Final Plat: The applicant, Hubbell Properties I, L.L.C. (Series D and Hubbell Realty Company) is proposing to subdivide a 57.62 acre parcel into 71 lots, 1 street lot, and 2 outlots. The property is zoned PUD via ordinance 782. The Preliminary Plat for Crosshaven Plat 7 was approved March 7th, 2016. This plat will complete the development of the Crosshaven development lying south of Little beaver Creek.

Ender presented the staff report.

Petersma questioned how the requirement stated in condition #7 will be managed. Ender responded that each lot will need to certify the ditch and drainage way elevations. Wolfe clarified that once the home is built an engineer will need to certify that the ditch and drainage way elevations have been graded according to the plat. The elevation certification must be approved before a certificate of occupancy will be issued.

Motion by Anderson, second by Johnson to approve PZ Case No. 16-21; Crosshaven Plat 7 Final Plat: subject to the following conditions:

The Planning & Zoning Commission recommends approval of PZ Case No. 16-21, the Final Plat for Crosshaven Plat 7 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. 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. Pursuant to Chapter 180.42 of the Subdivision Regulations and Resolution 08-53, the applicant is responsible for participation in the reconstruction of NW 100th Street which may be addressed by the submission of a Petition and Waiver, such Petition and Wavier must be filed prior to the City Council's consideration of the plat.
4. All pedestrian trails required within the proposed residential lots shall be installed or bonded for prior to the City's acceptance of the public improvements for each phase of the plat.
5. Prior to City Council approval of the Final Plat, payment of the Little Beaver Creek Trunk Sewer Connection District Fee for the portion of the plat not within undevelopable outlots, which is a total of 23.11 acres in Plat 7, shall be made. The per acre fee is \$3,450 or \$79,729.50.
6. Pursuant to the PUD, a detailed management plan shall be provided with each plat for the outlot areas of the plat that are to be owned by a homeowners association, in addition, prior to City Council approval of the final plat, applicants shall provide a performance bond and maintenance bond to cover the cost of initial installation and maintenance to establish said areas as prairie.

Prior to the issuance of a certificate of occupancy for any structure within the plat, the following items shall be completed:

7. Pursuant to Chapter 145.05(4) the Erosion and Sediment Control Ordinance, an engineer's certification shall be provided certifying the elevation of the all designated ditch and drainage way elevations that are on or immediately adjacent to the lot under construction.
8. All structures located on lots that have a minimum protection elevations identified on the plat shall certify that the structure meets that elevation.

Roll Call Vote:

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

7. Other Business

8. Adjournment

Meeting adjourned at 7:06 PM.

Chair

Secretary

CROSSHAVEN PLAT 7 JOHNSTON, IOWA



building strong communities

1340 NW 121ST Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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

Bradley R. Geater
BRADLEY R. GEATER, PLS
NO. 19028

MY LICENSE RENEWAL DATE IS
DECEMBER 31, 2017

PAGES OR SHEETS COVERED BY
THIS SEAL:
8 SHEETS

CROSSHAVEN PLAT 7
FINAL PLAT
JOHNSTON, IOWA
226053
05/13/2016

REVISIONS
07/13/2016
07/20/2016
10/11/2016

DRAWN BY: C.SMITH
CHECKED BY: B.GEATER
DESIGNED BY: D.GRATE
FIELD BOOK NO.:

DRAWING NO. FP-07
SHEET NO. 01/08

PREPARED BY & RETURNED TO: BRADLEY R. GEATER, PLS. MCCLURE ENGINEERING, 1340 NW 121ST STREET, CLIVE, IOWA 50325, 515-964-1229

OWNERS:

CROSSHAVEN I LLC
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
515-243-3228

ENGINEER:

McCLURE ENGINEERING
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
ATTN: CALEB SMITH

LEGAL DESCRIPTION:

BEING ALL OF OUTLOT Z OF CROSSHAVEN PLAT 4, AS RECORDED IN POLK COUNTY RECORDS AT BOOK 15822, PAGES 796-811 AND THAT PART OF OUTLOT X OF CROSSHAVEN PLAT 3, AS RECORDED IN BOOK 14644, PAGES 908-919, LYING SOUTH OF OUTLOT Z OF CROSSHAVEN PLAT 4, AND PART OF PARCEL K, AS RECORDED IN POLK COUNTY RECORDS AT BOOK 12648, PAGE 649, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND THAT PART OF PARCEL D IN OUTLOT X OF SMITH ESTATES, AS RECORDED IN POLK COUNTY RECORDS AT BOOK 12653, PAGE 281, LYING SOUTH OF OUTLOT Z OF CROSSHAVEN PLAT 4, ALL TOGETHER BEING LOCATED IN THE CITY OF JOHNSTON, POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE EAST LINE OF SAID PARCEL D N00°02'13"W, 849.84 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT Z; THENCE ALONG THE NORTH LINE OF SAID OUTLOT Z S89°57'47"W, 183.65 FEET; THENCE ALONG SAID NORTH LINE 196.84 FEET ALONG A 182.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING S40°17'42"W, 187.22 FEET; THENCE ALONG SAID NORTH LINE S71°39'29"W, 75.72 FEET; THENCE ALONG SAID NORTH LINE N88°32'46"W, 79.71 FEET; THENCE ALONG SAID NORTH LINE S71°39'29"W, 543.57 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT Z; THENCE ALONG THE WEST LINE OF SAID OUTLOT Z S05°09'03"E, 97.06 FEET; THENCE ALONG SAID WEST LINE 335.65 FEET ALONG A 450.00 FOOT RADIUS CURVE, CONCAVE WEST, CHORD BEARING S18°13'03"W, 327.93 FEET; THENCE ALONG SAID WEST LINE 122.69 FEET ALONG A 250.00 FOOT RADIUS CURVE, CONCAVE EAST, CHORD BEARING S23°31'35"W, 121.46 FEET; THENCE ALONG THE WEST LINE OF SAID OUTLOT X AND SAID OUTLOT Z S09°28'02"W, 286.08 FEET; THENCE ALONG THE WEST LINE OF SAID OUTLOT X S80°31'58"E, 7.05 FEET; THENCE ALONG SAID WEST LINE S09°28'02"W, 304.84 FEET TO THE WEST LINE OF SAID PARCEL K; THENCE ALONG SAID WEST LINE N89°38'54"W, 288.75 FEET; THENCE ALONG SAID WEST LINE S00°21'19"W, 449.48 FEET; THENCE ALONG SAID WEST LINE N89°38'41"W, 285.00 FEET; THENCE ALONG SAID WEST LINE S00°21'19"W, 278.20 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL K; THENCE ALONG THE SOUTH LINE OF SAID PARCEL K S89°47'08"E, 1781.13 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL K; THENCE ALONG THE EAST LINE OF SAID PARCEL K N00°24'38"E, 1323.46 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 57.84 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ZONING

ZONING: CROSSHAVEN P.U.D. (ORDINANCE 782)

SETBACKS (SINGLE FAMILY LOTS)
FRONT: 15 FT (FOR USABLE PORCH AREA)
25 FEET GARAGE
SIDE: 5 FEET
REAR: 10 FEET
MIN LOT WIDTH: 60 FEET
MIN LOT AREA: 6,000 SF

UTILITIES

WATER - JOHNSTON WATER SYSTEM
SANITARY SEWER - JOHNSTON SANITARY SEWER DISTRICT.

BENCHMARK

RR SPIKE IN 2ND POWER POLE SOUTH OF THE INTERSECTION OF NW 78TH AVE AND NW 100TH STREET. ELEVATION: 893.19'

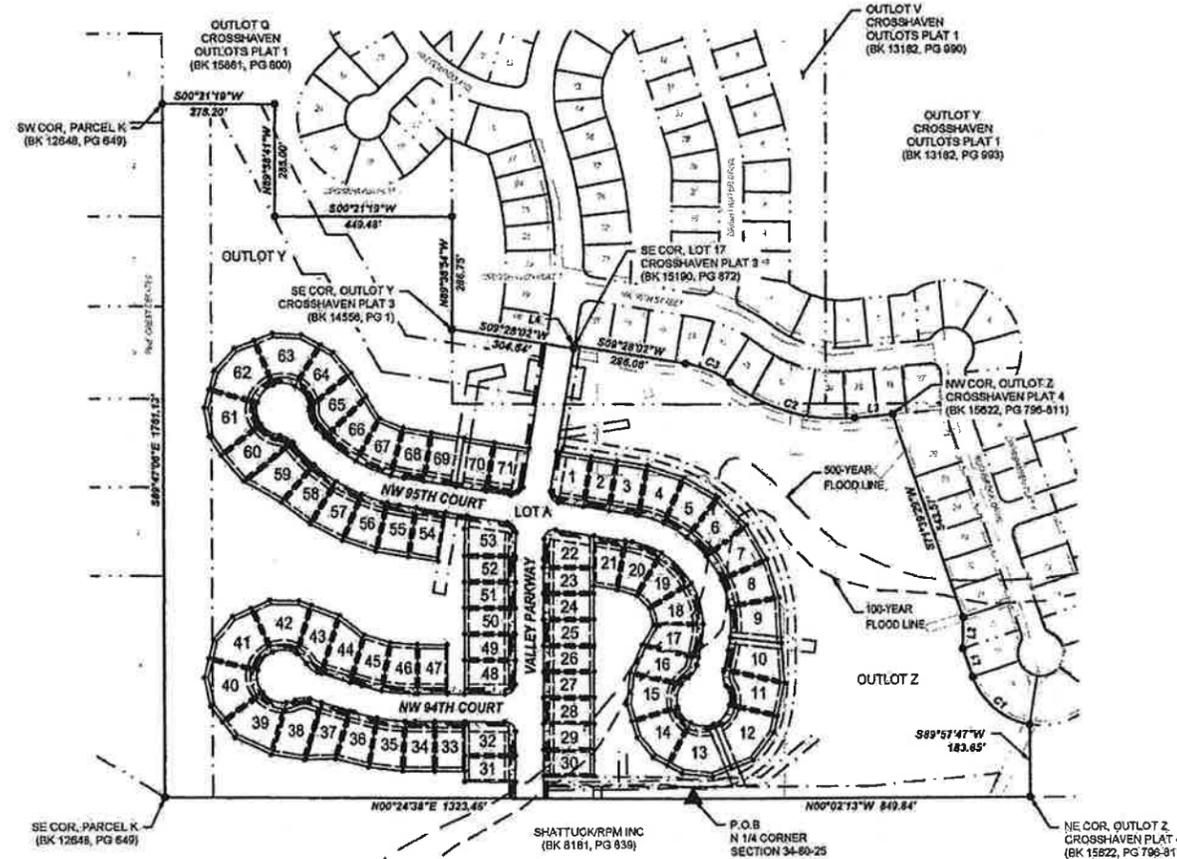
ARROW FIRE HYDRANT (FH-100-28) NW CORNER OF THE INTERSECTION OF NW 76TH PL AND NW 100TH STREET. ELEVATION: 900.71'

NOTES:

- 1) LOT A TO BE DEDICATED TO THE CITY OF JOHNSTON FOR USE AS PUBLIC RIGHT-OF-WAY.
- 2) SEE SHEET 2 FOR LOT LINE AND CURVE TABLES. SEE SHEET 7 FOR EASEMENT LINE AND CURVE TABLES.
- 3) ALL OF OUTLOT Y AND OUTLOT Z TO BE ENCUMBERED BY AN OVERLAND FLOWAGE EASEMENT.

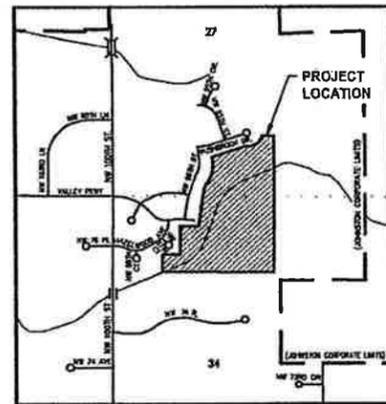
FLOOD INSURANCE INFORMATION

THE SUBJECT PROPERTY IS LOCATED ENTIRELY WITHIN FLOOD INSURANCE PANEL 19090100850 WITH AN EFFECTIVE DATE OF JULY 19, 2000. SUBJECT PROPERTY IS LOCATED IN ZONE AE & ZONE X.



GENERAL LEGEND

- PLAT BOUNDARY
 - EXISTING PROPERTY LINE
 - PROPERTY LINE
 - SETBACKS
 - EASEMENTS
- DATE SURVEYED: 10/30/2015
- CORNERS FOUND:
- ▲ - SECTION CORNER (TYPE AS NOTED)
 - - BOUNDARY CORNER (UNLESS NOTED OTHERWISE)
- CORNERS SET:
- - BOUNDARY CORNER 1/2" REBAR OPC #19028
 - △ - SECTION CORNER 1/2" REBAR OPC #19028
- ABBREVIATIONS:
- ROW - RIGHT-OF-WAY
 - BK, PG - BOOK AND PAGE
 - CM - MEASURED DISTANCE/ANGLE
 - (R) - RECORD DISTANCE/ANGLE
 - PUE - PUBLIC UTILITY EASEMENT
 - YPC - YELLOW PLASTIC CAP
 - OPC - ORANGE PLASTIC CAP
 - MPE - MINIMUM PROTECTION ELEVATION
 - 7830 - LOT ADDRESSES



VICINITY MAP - NTS

Line #	Direction	Length
L1	S71°39'29"W	75.72
L2	N88°32'46"W	79.71
L3	S5°09'03"E	97.06
L4	S80°31'58"E	7.05

Curve #	Length	Radius	Delta	Chd B	Chd L
C1	196.84	182.00	61°54'20"	S40°17'42"W	187.22
C2	335.65	450.00	42°44'12"	S18°13'03"W	327.93
C3	122.69	250.00	28°07'06"	S23°31'35"W	121.46

Lot #	Owner
3	Bruce & Jane Havik
4	Robert J. & Lori A. Cramer
5	Scott R. & Teri R. Fritcher
6	Matthew & Nancy J. Brown
7	Michael H. & Nancy K. Helfer
8	Curtis R. & Desiree L. Clauson
9	William C. & Kelly L. Mahanna

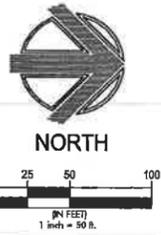
Lot #	Owner
12	Lisa A. & William H. Miller
13	GM Construction Inc.
14	Kevin M. & Christine E. Gordon
15	Grayhawk Homes of Iowa Inc.
16	Allan F. & Leah A. Raushel
17	William B. & Donarene K. Grenell
18	Rami & Jason Bachhuber

Lot #	Owner
17	Kingdott Homes USA Inc.
18	Hubbell Homes LC
19	Hubbell Homes LC
20	Jeffrey M. & Astrid D. Pike
21	Hubbell Homes LC
22	Orton Homes LLC
23	Cosgriff Development LLC
24	Cosgriff Development LLC
25	John R. & Cecilia Booth
26	Orton Homes LLC
27	Orion Homes LLC
28	Jeffrey W. & Susan D. Moyer
29	Hubbell Homes LC
30	Hubbell Homes LC
31	Crosshaven I LLC

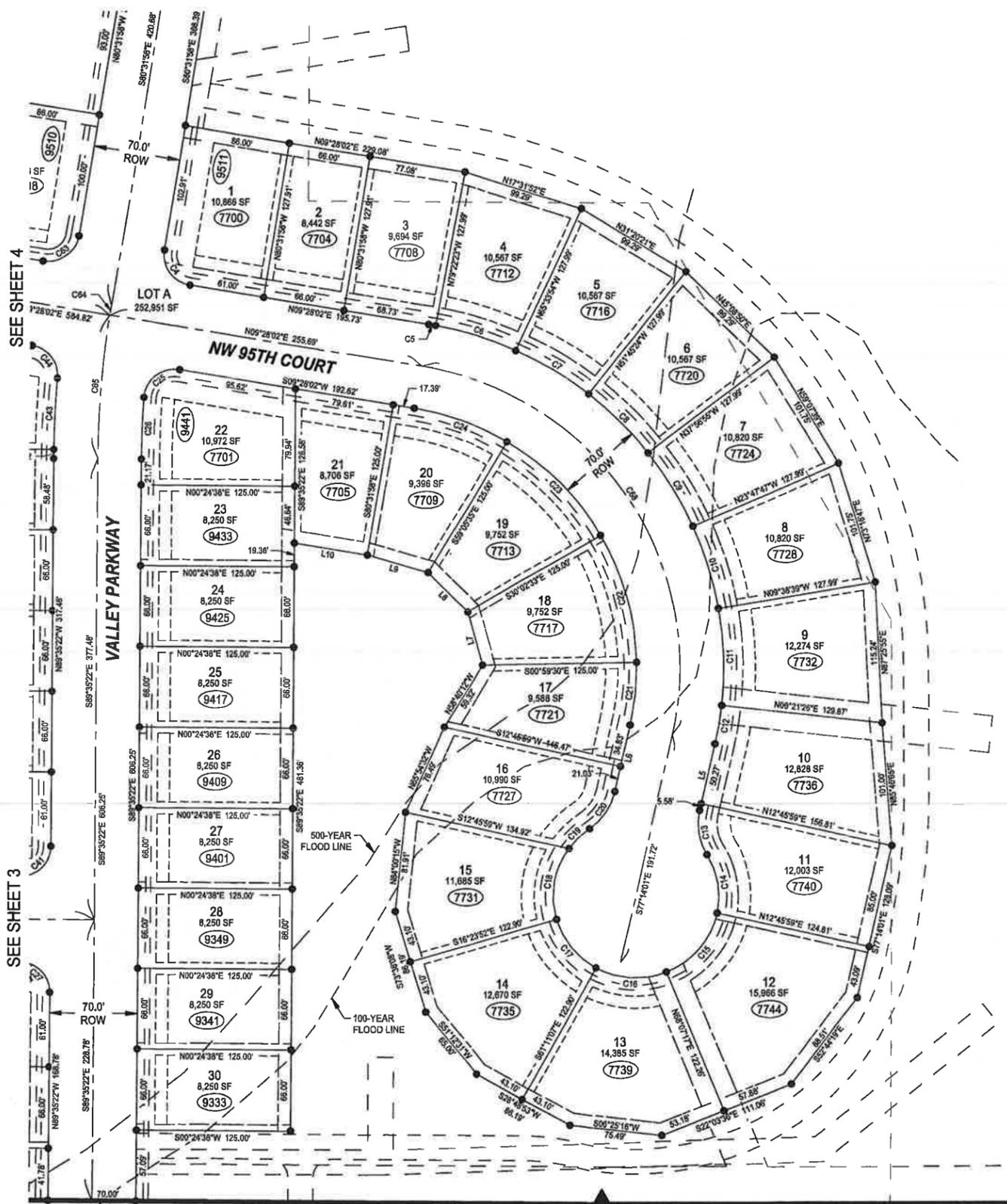


Line #	Direction	Length
L5	S77°14'01"E	55.85
L6	N77°14'01"W	55.85
L7	S74°28'58"W	45.15
L8	S45°23'56"W	45.15
L9	S19°31'39"W	50.87
L10	S9°28'02"W	59.89
L11	N80°31'58"W	33.33
L12	S30°38'14"W	10.23
L13	N50°38'14"E	10.23

Curve #	Length	Radius	Delta	Chd B	Chd L
C4	39.27	25.00	90°00'00"	N64°28'02"E	35.38
C5	5.77	285.00	1°09'34"	N10°02'50"E	5.77
C6	88.88	285.00	13°48'23"	N17°31'52"E	88.52
C7	88.88	285.00	13°48'23"	N31°20'21"E	88.52
C8	88.88	285.00	13°48'23"	N45°08'50"E	88.52
C9	70.40	285.00	14°09'08"	N59°07'39"E	70.22
C10	70.40	285.00	14°09'08"	N73°16'47"E	70.22
C11	79.59	285.00	16°00'05"	N88°21'23"E	79.34
C12	31.88	285.00	6°24'33"	S80°26'18"E	31.86
C13	37.88	50.00	43°24'24"	N81°03'47"E	36.98
C14	49.78	87.00	42°34'05"	N60°38'38"E	48.84
C15	65.71	87.00	56°11'37"	S49°58'31"E	63.11
C16	58.28	87.00	50°41'36"	S3°28'05"W	57.38
C17	52.37	87.00	44°47'15"	S51°12'31"W	51.05
C18	61.27	87.00	52°23'42"	N80°12'01"W	59.18
C19	23.59	87.00	20°10'32"	N43°54'54"W	23.47
C20	37.88	50.00	43°24'24"	N55°31'49"W	36.98
C21	51.83	215.00	13°45'28"	N84°06'46"W	51.50
C22	109.01	215.00	29°03'03"	S74°28'58"W	107.85
C23	109.01	215.00	29°03'03"	S45°25'56"W	107.85
C24	80.45	215.00	21°28'22"	S20°11'13"W	79.88
C25	41.58	25.00	95°14'58"	S38°09'27"E	36.94



GENERAL LEGEND	
---	PLAT BOUNDARY
---	EXISTING PROPERTY LINE
---	PROPERTY LINE
---	SETBACKS
---	EASEMENTS
DATE SURVEYED: 10/30/2015	
CORNERS FOUND:	
▲	SECTION CORNER (TYPE AS NOTED)
●	BOUNDARY CORNER (UNLESS NOTED OTHERWISE)
CORNERS SET:	
○	BOUNDARY CORNER
○	1/2" REBAR OPC #19828
△	SECTION CORNER
△	1/2" REBAR OPC #19828
ABBREVIATIONS:	
ROW	RIGHT-OF-WAY
BK, PG	BOOK AND PAGE
(M)	MEASURED DISTANCE/ANGLE
(R)	RECORD DISTANCE/ANGLE
PUE	PUBLIC UTILITY EASEMENT
YPC	YELLOW PLASTIC CAP
OPC	ORANGE PLASTIC CAP
MPE	MINIMUM PROTECTION ELEVATION
7638	LOT ADDRESSES



Curve #	Length	Radius	Delta	Chd B	Chd L
C26	50.83	765.00	3°48'26"	S87°41'09"E	50.82
C27	39.27	25.00	90°00'00"	S45°24'38"W	35.38
C28	24.45	535.00	2°37'05"	S1°43'11"W	24.44
C29	71.57	535.00	7°39'52"	S8°51'39"W	71.51
C30	61.33	535.00	6°34'04"	S13°58'37"W	61.29
C31	37.88	50.00	43°24'24"	S4°26'32"E	36.88
C32	23.23	67.00	19°52'08"	S16°12'41"E	23.12
C33	68.72	67.00	58°45'45"	S23°06'15"W	65.74
C34	60.28	87.00	51°32'10"	S78°15'12"W	59.25
C35	60.28	67.00	51°32'10"	N50°12'38"W	59.25
C36	64.72	67.00	55°20'37"	N3°13'48"E	62.23
C37	34.81	67.00	29°45'59"	N45°47'04"E	34.42
C38	37.88	50.00	43°24'24"	N38°57'51"E	36.98
C39	53.02	465.00	6°32'00"	N13°59'40"E	52.89
C40	83.73	465.00	10°19'01"	N5°34'09"E	83.82
C41	39.27	25.00	90°00'00"	N44°35'22"W	35.36
C42	7.52	835.00	0°30'59"	N89°19'52"W	7.52
C43	56.56	835.00	4°01'30"	N87°03'38"W	56.85
C44	37.30	25.00	89°29'05"	S52°12'35"W	33.84
C45	31.30	435.00	4°07'21"	S11°31'43"W	31.29
C46	70.80	435.00	9°19'31"	S18°15'09"W	70.72

Curve #	Length	Radius	Delta	Chd B	Chd L
C47	70.80	435.00	9°19'31"	S27°34'40"W	70.72
C48	70.80	435.00	9°19'31"	S38°54'11"W	70.72
C49	88.87	435.00	9°04'18"	S46°06'05"W	88.80
C50	1.78	50.00	2°02'37"	S49°38'56"W	1.78
C51	36.10	50.00	41°21'47"	S27°54'44"W	35.32
C52	57.16	87.00	48°52'27"	S31°40'04"W	55.43
C53	57.87	67.00	49°29'14"	S80°50'54"W	56.09
C54	61.17	67.00	52°18'51"	N48°15'03"W	59.07
C55	58.22	67.00	48°47'19"	N2°48'02"E	56.41
C56	68.42	67.00	58°30'35"	N56°55'59"E	65.49
C57	9.17	67.00	7°50'22"	S89°52'33"E	9.16
C58	37.88	50.00	43°24'24"	N72°20'26"E	36.98
C59	32.81	365.00	5°08'59"	N48°03'44"E	32.79
C60	97.84	365.00	15°21'32"	N37°48'29"E	97.55
C61	97.84	365.00	15°21'32"	N22°26'57"E	97.55
C62	33.78	365.00	5°18'09"	N12°07'07"E	33.77
C63	39.27	25.00	90°00'00"	N35°31'58"W	35.38
C64	7.70	800.00	0°33'07"	S80°48'31"E	7.70
C65	118.75	800.00	8°30'18"	S85°20'13"E	118.84
C66	287.42	400.00	41°10'11"	N30°03'08"E	281.28
C67	147.05	500.00	18°51'01"	S8°50'09"W	146.52
C68	407.08	250.00	93°17'57"	N58°07'01"E	363.58



building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-944-1229
fax 515-944-2370

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CROSSHAVEN PLAT 7
FINAL PLAT
JOHNSTON, IOWA
226053
05/13/2016

REVISIONS
07/13/2016
07/20/2016
10/11/2016

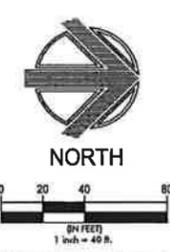
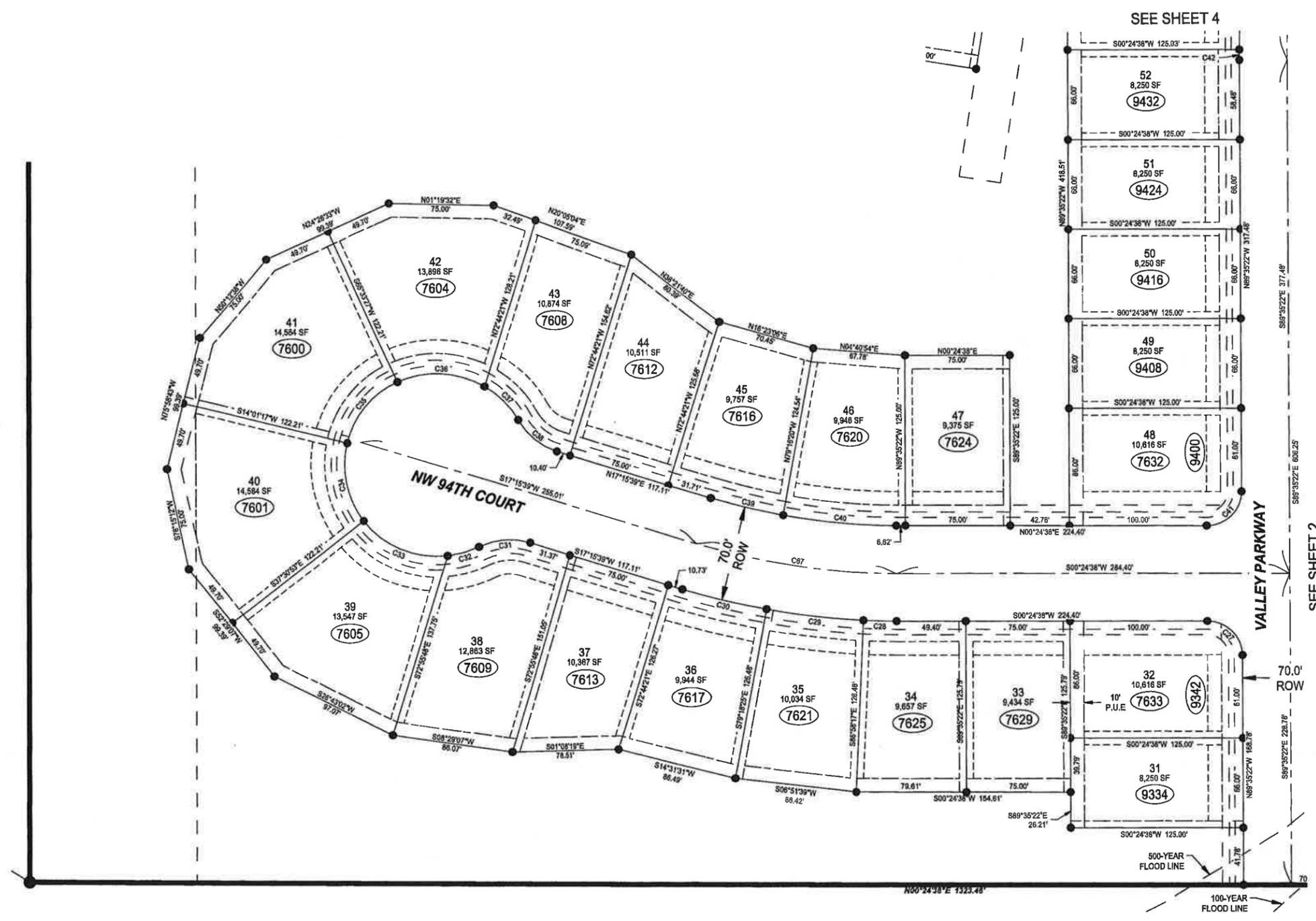
ENGINEER: C. SMITH
CHECKED BY: B. GEATER
DRAWN BY: D. GRATE
FIELD BOOK NO.:
DRAWING NO.: FP-07
SHEET NO.: 02/08

building strong communities.

1360 NW 121st. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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GENERAL LEGEND

- PLAT BOUNDARY
- EXISTING PROPERTY LINE
- PROPERTY LINE
- SETBACKS
- EASEMENTS

DATE SURVEYED: 10/30/2015

CORNERS FOUND:

- ▲ - SECTION CORNER (TYPE AS NOTED)
- - BOUNDARY CORNER (UNLESS NOTED OTHERWISE)

CORNERS SET:

- - BOUNDARY CORNER
- 1/2" REBAR OPC #19828
- ▲ - SECTION CORNER
- 1/2" REBAR OPC #19828

ABBREVIATIONS:

- ROW - RIGHT-OF-WAY
- BK, PC - BOOK AND PAGE
- (M) - MEASURED DISTANCE/ANGLE
- (R) - RECORD DISTANCE/ANGLE
- PUE - PUBLIC UTILITY EASEMENT
- YPC - YELLOW PLASTIC CAP
- OPC - ORANGE PLASTIC CAP
- MPE - MINIMUM PROTECTION ELEVATION
- (7638) - LOT ADDRESSES

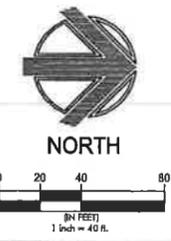
**CROSSHAVEN PLAT 7
FINAL PLAT**
JOHNSTON, IOWA
226053
05/13/2016

REVISIONS
07/13/2016
07/20/2016
10/11/2016

ENGINEER: C. SMITH
DRAWN BY: D. GRATE
CHECKED BY: B. GEATER
FIELD BOOK NO.:
DRAWING NO.: FP-07
SHEET NO.: 03/08

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GENERAL LEGEND

- PLAT BOUNDARY
- - - EXISTING PROPERTY LINE
- PROPERTY LINE
- - - SETBACKS
- - - EASEMENTS

DATE SURVEYED: 10/30/2015

CORNERS FOUND:

- ▲ - SECTION CORNER (TYPE AS NOTED)
- - BOUNDARY CORNER (UNLESS NOTED OTHERWISE)

CORNERS SET:

- - BOUNDARY CORNER 1/2" REBAR OPC #19828
- △ - SECTION CORNER 1/2" REBAR OPC #19828

ABBREVIATIONS:

- ROW - RIGHT-OF-WAY
- BK, PG - BOOK AND PAGE
- (M) - MEASURED DISTANCE/ANGLE
- (R) - RECORD DISTANCE/ANGLE
- PUE - PUBLIC UTILITY EASEMENT
- YPC - YELLOW PLASTIC CAP
- OPC - ORANGE PLASTIC CAP
- MPE - MINIMUM PROTECTION ELEVATION
- (7639) - LOT ADDRESSES

**CROSSHAVEN PLAT 7
FINAL PLAT**
JOHNSTON, IOWA
226053
05/13/2016

REVISIONS
07/13/2016
07/20/2016
10/11/2016

ENGINEER: C. SMITH
DRAWN BY: D. GRATE
CHECKED BY: B. GEATER
FIELD BOOKING:
DRAWING NO.: FP-07
SHEET NO.: 04/08

SEE SHEET 3

SEE SHEET 2

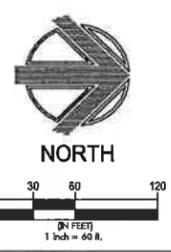
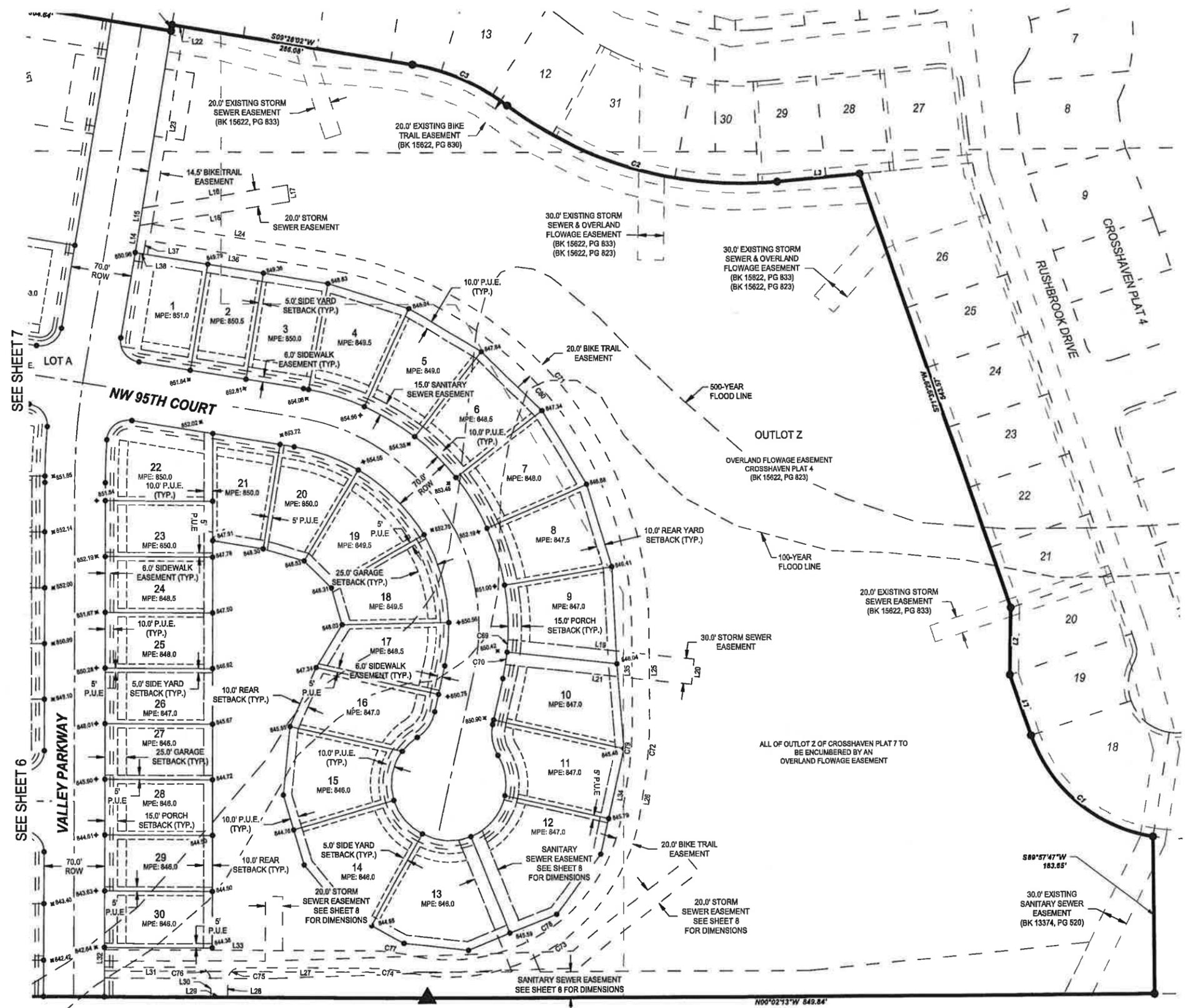
LOT A
252,951 SF

building strong communities.

1340 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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Curve Table					
Curve #	Length	Radius	Delta	Chd B	Chd L
C69	15.01	285.00	3°01'01"	N85°09'04"W	15.01
C70	15.01	285.00	3°01'01"	N82°08'03"W	15.01
C71	632.11	448.50	80°34'22"	S49°45'13"W	581.30
C72	80.81	614.50	8°59'55"	N85°27'38"W	80.72
C73	372.16	228.50	84°08'32"	N33°53'24"W	331.89
C74	41.35	185.50	12°48'14"	N8°47'45"E	41.26
C75	23.67	15.00	90°24'39"	N44°47'40"W	21.29
C76	23.56	15.00	90°00'00"	N45°00'00"E	21.21
C77	45.80	205.50	12°48'14"	S8°47'46"W	45.71
C78	339.30	206.50	94°08'32"	S33°53'24"E	302.40
C79	77.66	494.50	8°59'55"	S85°27'38"E	77.58
C80	803.99	428.50	80°34'22"	N49°45'13"E	555.44

Line Table		
Line #	Direction	Length
L14	N80°31'58"W	32.82
L15	N80°31'58"W	21.08
L16	N8°55'52"W	172.03
L17	N82°40'32"E	20.01
L18	S8°55'52"E	178.13
L19	N6°21'26"E	217.79
L20	S83°38'34"E	30.00
L21	S6°21'26"W	217.79
L22	N8°28'02"E	14.50
L23	N80°31'58"W	235.94
L24	S9°28'02"W	206.23
L25	N89°57'38"W	107.49
L26	N80°57'40"W	35.88
L27	N0°24'38"E	152.66
L28	N80°00'00"W	19.43
L29	N0°24'38"E	20.00
L30	N80°00'00"E	18.85
L31	N0°24'39"E	108.18
L32	N89°35'22"W	20.00
L33	S0°24'38"W	310.93

Line Table		
Line #	Direction	Length
L34	S80°57'40"E	35.88
L35	S89°57'38"E	107.49
L36	N8°28'02"E	210.73
L37	N80°31'58"W	18.58
L38	N8°28'02"E	10.00
L44	N9°28'02"E	30.00
L45	N80°31'58"W	205.41
L46	S9°28'02"W	30.00
L47	S80°31'58"E	205.41
L48	N9°28'02"E	15.00
L49	N80°31'58"W	147.72
L50	N11°45'18"W	68.86
L51	S78°14'44"W	30.00
L52	S11°45'18"E	87.39
L53	S80°31'58"E	168.28
L57	N9°28'02"E	15.00



building strong communities.

1360 NW 121st Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

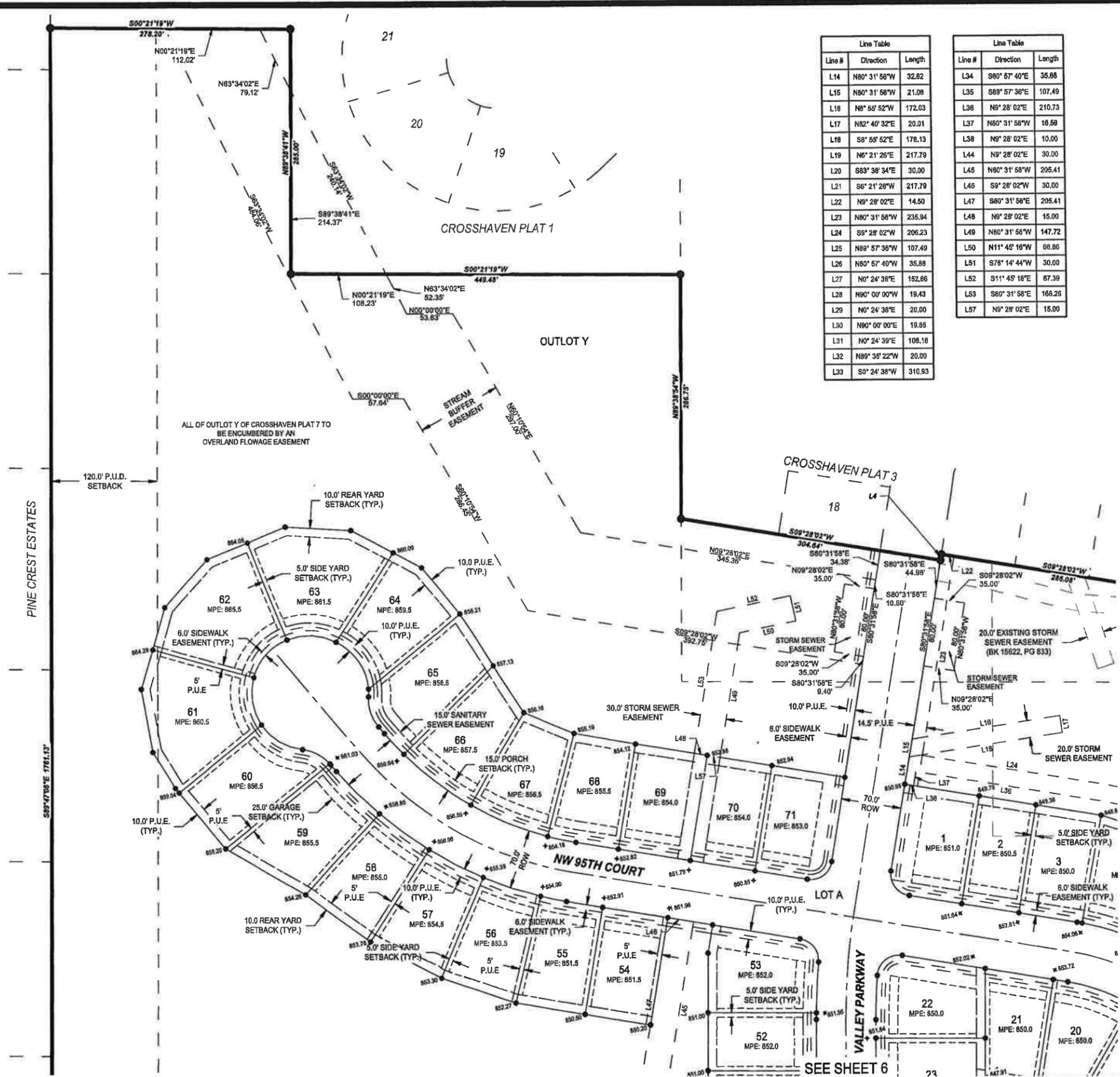
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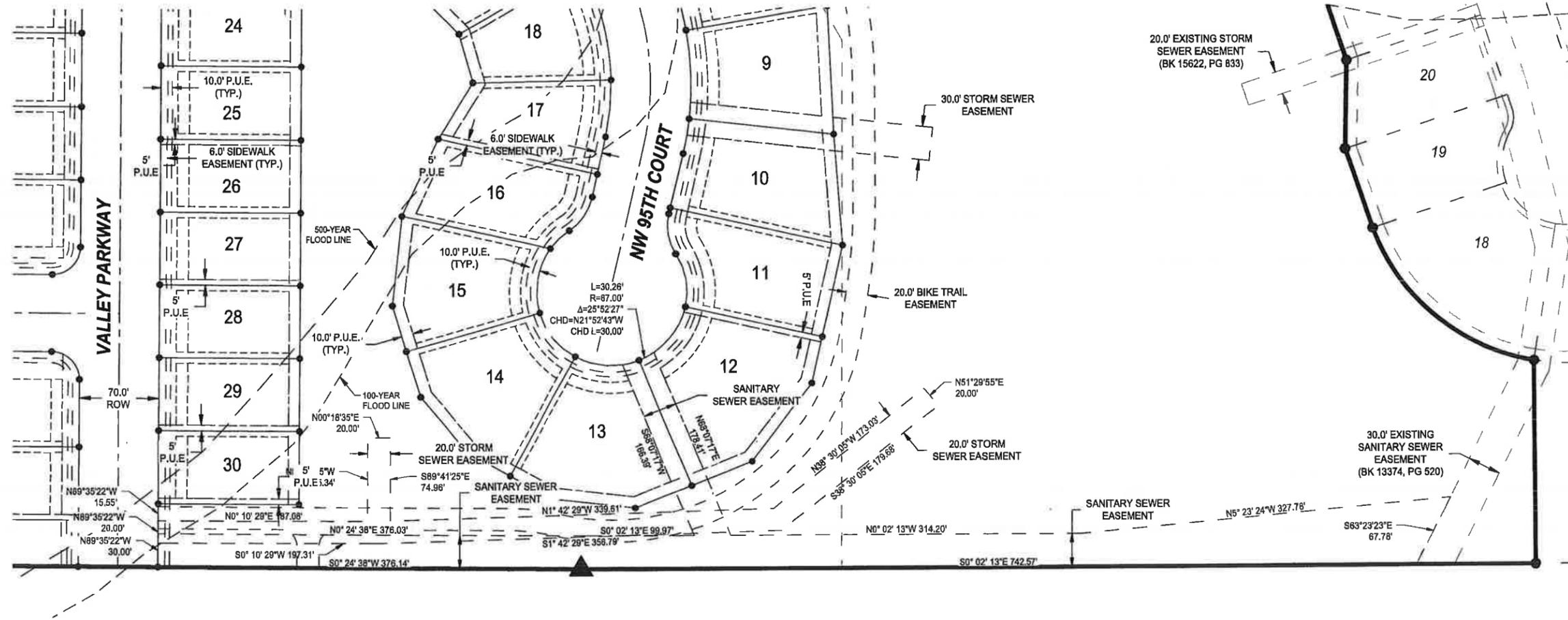
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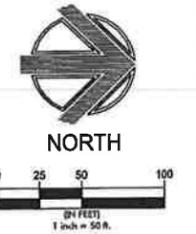


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226053
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10/11/2016

ENGINEER: C. SMITH
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FIELD BOOK NO.:
DRAWING NO.: FP-07
SHEET NO.: 08/08



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

October 17, 2016 Meeting

SUBJECT: Consider approval of the following items related to property located west of NW 100th Street and approximately 275 feet south of the Johnston city limits (PZ Case 16-20):

- Resolution 16-216; Approving the Preliminary Plat and the Final Plat for Elmerodo Estates Plat 4,
- Resolution 16-217: Accepting a Petition and Waiver for Future Improvements to NW 100th Street.

SYNOPSIS:

The applicant, Mark Shryock, wishes to subdivide the subject property into one lot, two outlots, and one street lot. Proposed Lot 1 would contain the existing home on the property. Proposed Outlot 'W' would contain the portion of the Benton Dam on the subject property. Proposed Outlot 'V' is intended for future development. Proposed Lot 'A' would be deeded to the City for street right of way.

RECOMMENDATION:

At their regular meeting on October 10th, 2016 the Planning & Zoning Commission recommended approval of PZ Case No. 16-20, the Preliminary and Final Plats for Elmerodo Estates Plat 4, with the following conditions:

Resolution 16-216 does not include language requiring a maintenance agreement. Should the City Council wish to include this as a condition of approval Resolution 16-216 would need to be amended at the dais.

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. Due to the lack of an existing maintenance agreement, the property owner of the proposed Outlot 'W' will have ownership/maintenance responsibilities for their portion of the existing dam/pond. It is recommended that the affected parties develop a permanent maintenance agreement and that the City Council strongly consider requiring a maintenance agreement. Additionally, affected parties should begin to take steps to ensure that the Benton Dam is no longer classified as a deficient dam by the Iowa Department of Natural Resources. Any modifications to the dam shall be permitted and inspected by the Iowa DNR and should give consideration to potential future development downstream of the dam.
3. Submission of all legal documents prior to City Council action on the Final Plat.

Motion by _____, seconded by _____ to approve Resolution 16-216; Approving the Preliminary Plat and the Final Plat for Elmerodo Estates Plat 4.

Motion by _____, seconded by _____ to approve Resolution 16-217; Accepting a Petition & Waiver for Future Improvements to NW 100th Street.

- Attachments:**
- Vicinity Map;
 - Preliminary Plat, prepared by Civil Engineering Consultants Inc, dated October 12, 2016;
 - Final Plat, prepared by Civil Engineering Consultants Inc, dated October 12, 2016;
 - Petition & Waiver for Future Improvements to NW 100th Street;
 - Iowa Department of Natural Resources Benton Dam Report, dated April 12, 2012;
 - Notice and Mailing List;
 - Communication with Iowa DNR Dam Safety Staff;
 - October 10th, 2016 Planning & Zoning Commission Meeting Minutes;

RESOLUTION 16-216

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR
ELMERODO ESTATES PLAT 4**

WHEREAS, the Planning & Zoning Commission has reviewed the preliminary and the final plat for Elmerodo Estates Plat 4 during its regular meeting on October 10th, 2016, and recommended approval of PZ Case No. 16-20 with noted conditions; and,

WHEREAS, the following action is deemed appropriate; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that, the Preliminary Plat for Elmerodo Estates Plat 4 is hereby approved.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that, the Final Plat for Elmerodo Estates Plat 4 in the City of Johnston, is hereby approved subject to recordation of the following documents:

1. Attorney’s Title Opinion
2. Polk County Treasurer’s Tax Certificate
3. Consent to Plat (Owner)
4. Consent to Plat (Lender)
5. Petition and Waiver for future improvements to NW 100th Street
6. Warranty Deed Lot ‘A’
7. Groundwater Hazard Statement Lot ‘A’
8. Partial release of Real Estate Mortgage Outlot ‘A’
9. Private Overland Flowage Easement

PASSED AND APPROVED this 17th day of October, 2016.

PAULA S. DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

RESOLUTION NO. 16-217

A RESOLUTION ACCEPTING A PETITION AND WAIVER FOR FUTURE IMPROVEMENTS TO NW 100TH STREET

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

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

WHEREAS, the following action is deemed appropriate.

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

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

PASSED AND APPROVED this 17th Day of October, 2016.

PAULA S. DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

APPLICANT/
PROPERTY OWNER:

Mark Shryock
8094 NW 100th Street
Grimes, IA, 50111

REPRESENTATIVE:

Civil Engineering Consultants, Inc
ATTN: Jeffrey A Gaddis, PLS
2400 86th Street Suite 12
Urbandale, IA, 50322

BACKGROUND &
PRIOR APPROVALS:

The subject property consists of Lot 11 of Elmerodo Estates Plat 2 which was platted in October 1977 and the SE ¼ of Section 28, Township 80 North, Range 25 West of the 5th P.M., all being official parcels in Book 12070 Page 121 at the Polk County Recorder's Office.

The parcels were surveyed September 2006 and combined via a Plat of Survey in February 2007 to create the lot that is proposed to be subdivided with this preliminary and final plat.

This property was part of the Northwest/Elmerodo Estates annexation which was approved by the City Council on February 19, 2008, and approved by the City Development Board in June 9, 2008. The annexation was finalized in September 2008 when it was recorded with the Secretary of State and Polk County Recorder.

At the time of annexation the property was automatically zoned A-R, Agriculture Reserve District. On August 1, 2016 the property was rezoned to R-1(75), Single Family Residential District.

ZONING DISTRICT &
BULK
REQUIREMENTS:

This property is zoned R-1(75), Single-Family zoning district and portions of the site are located within the Floodway Fringe Overlay District and will have to meet the requirements of that overlay district. The following are the bulk regulations required for the R-1(75) zoning district:

Minimum Lot Area = 9,500 Square Feet
Minimum Lot Width = 75 Feet
Front Yard Setback = 35 Feet
Rear Yard Setback = 35 Feet
Side Yard Setback = 8 Feet one side, 17 Feet total

A development agreement was approved and recorded for this property during the rezoning of this property. The development agreement restricts the overall density of the property to 1.35 units per acre. Since no new buildable lots are being created at this time, the property is in compliance with the development agreement.

TRAFFIC ACCESS &
CIRCULATION:

Access to the site is from NW 100th Street. No new access points or roads are proposed with this plat.

PUBLIC UTILITIES:

No new public utility connections are proposed with this plat.

**PARKLAND
DEDICATION:**

This plat is defined as a minor subdivision and as such is exempt from the requirements for parkland dedication.

DRAINAGE:

The site generally drains north and east to Little Beaver Creek which is located along the north boundary of the plat. Due to the limited impact, no further drainage analysis has been required. An overland flowage easement has been provided for the emergency spillway through proposed Lot 1. Further drainage impacts will be explored at the time development is proposed on Outlot V.

FLOODPLAIN:

Portions of this property are within Zone AE and Zone X on the Flood Insurance Rate Map. A small area of the floodway encroaches on the north property boundary. Zone AE is the area with a 1% annual chance of a flood, also known as the 100-year flood. Zone X is the area with a 0.2% annual chance of a flood, also known as the 500-year flood.

The area defined as AE and X is located within the Floodway Fringe Overlay zoning district. Future development in the overlay district will have to meet the requirements of the overlay district in addition to the underlying zoning district.

BENTON DAM:

The Benton Dam is an earthen dam that was constructed in 1961. The primary purpose of the dam at that time was to create a reliable water supply for livestock. In 1978 the land containing the dam was subdivided into what is today Elmerodo Estates Plat 2. The lots were platted in the dimensions they are to provide for multiple lots on the south side of the pond to have access to the pond and for the livestock that was still grazing on the north side of the pond to still have access to the water supply. As a result of the 1978 subdivision the pond and associated dam has been placed on four neighboring properties with no single property containing the entirety of the pond or dam and with no single property owner having the full responsibility of maintenance of the pond or dam.

As the subject property for this plat only contains a portion of the pond and dam, resolution of the maintenance issue for the pond and dam is difficult. The individual property owners are responsible and liable for their portion of the dam and pond. How they choose to or who they choose to maintain the property is a private matter, but it should be resolved as the dam is aging and repairs are becoming necessary. This plat would place the portion of the dam on the subject property into an unbuildable outlot to insure that the integrity of the dam is not compromised by future development.

Because of a previous development proposal in 2011 for land adjacent to this dam, the Iowa DNR completed an inspection of the Benton Dam to determine the condition of the dam. The inspection resulted in a recommendation regarding the impact a dam failure would have on downstream development that was being proposed. The study determined that if a dam failure did occur it would result in a flood crest at approximately 875 above sea level.

The DNR's recommendation with this study increased the classification of this dam from a low hazard dam to a moderate hazard dam because of the presence of the home on proposed Lot 1. A moderate hazard dam is defined by the Iowa DNR as "a dam where failure may damage isolated homes or cabins, industrial or commercial buildings, moderately traveled roads, interrupt major utility services, but are without substantial risk of loss of human life. Dams are also classified as Moderate Hazard where the dam and its impoundment are themselves of public importance, such as dams associated with public water supply systems, industrial water supply or public recreation or which are an integral feature of a private development complex." As a result of the upgrade in dam classification the Iowa DNR considers the Benton dam to be deficient currently. The Iowa DNR report stated that steps must be taken, such as a larger spillway, higher dam, or lowering the pool, to remove the deficient classification from the dam.

The Planning and Zoning Commission recommended a condition of approval that due to the lack of an existing maintenance agreement, the property owner of the proposed Outlot 'W' will have ownership/maintenance responsibilities for their portion of the existing dam/pond. It is recommended that the affected parties develop a permanent maintenance agreement and that the City Council strongly consider requiring a maintenance agreement. Additionally, all affected parties should begin to take steps to ensure that the Benton Dam is no longer classified as a deficient dam by the Iowa Department of Natural Resources. Any modifications to the dam shall be permitted and inspected by the Iowa DNR and should give consideration to potential future development downstream of the dam.

NEIGHBOR NOTICE:

Notice for this meeting was mailed to all property owners within 320 feet of the subject property. A copy of this notice and the associated mailing list is attached. As of publication of this report, no comments have been received. Public comments were received at the planning and Zoning Commission meeting on October 10th, 2016 and those meeting minutes are attached to this staff report.

During the rezoning of this property staff communicated with the Iowa DNR Dam Safety staff regarding potential future development of the

subject property and potential impacts on the Benton Dam. This communication has been included as an attachment to this report. In general the presence of future development on Outlot 'V' is not expected to increase the hazard classification of the dam so long as a path for overland flowage from the spillway is provided. This plat does put in place a route for overland flowage from the emergency spillway.

CONSULTANT
COMMENTS:

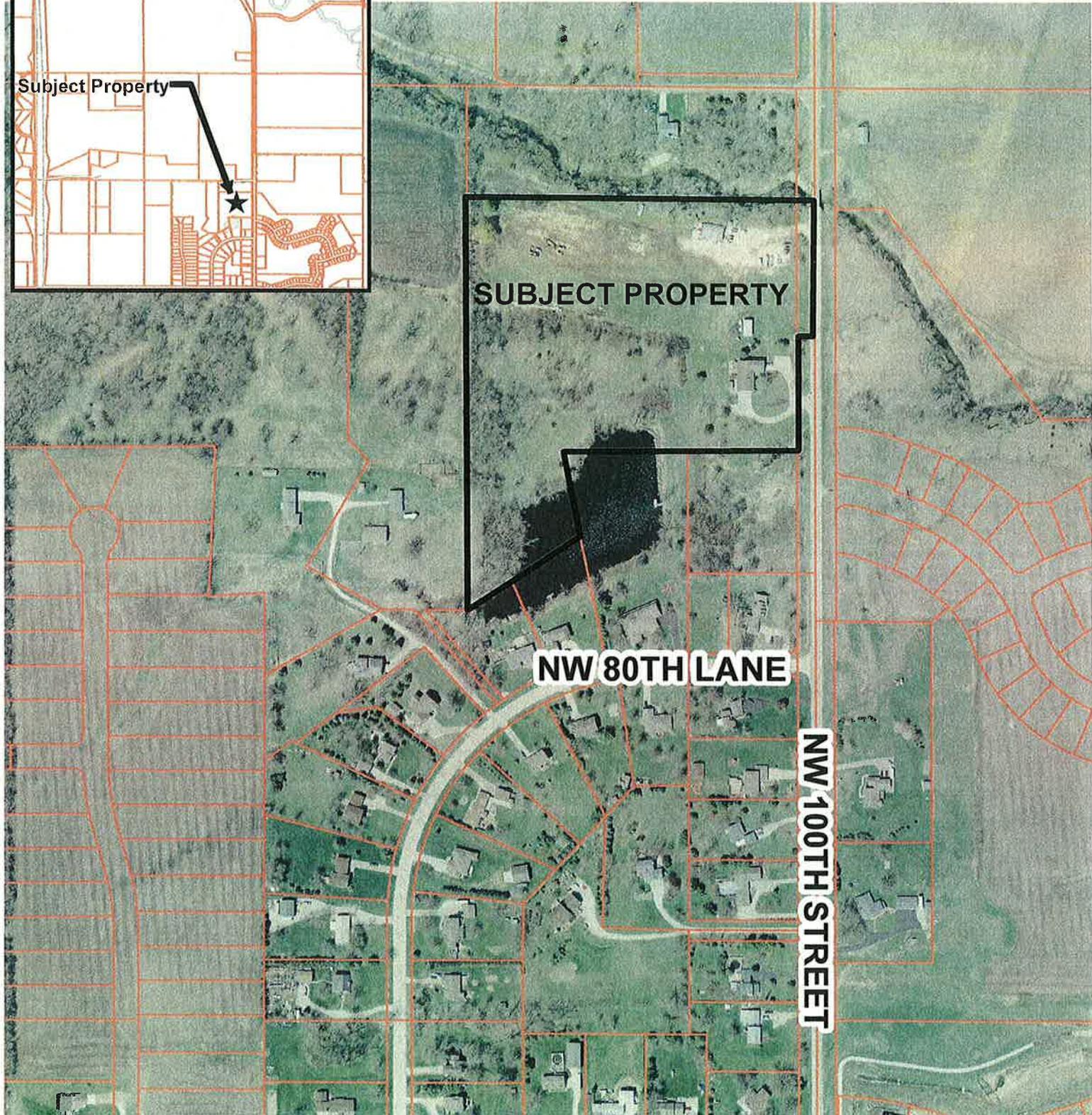
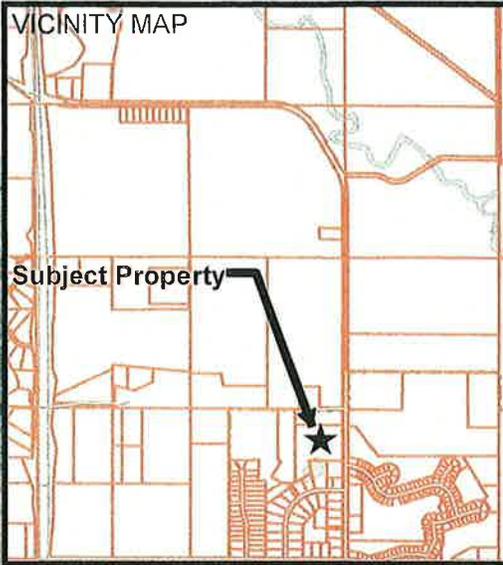
The preliminary and final plat has been reviewed by our consulting engineer, Foth Infrastructure and Environment, LLC. Foth has stated in their June 22, 2016 letter that they have no further comments regarding these items.

DOCUMENTS
REQUIRED WITH
THE FINAL PLAT:

In order to proceed to the City Council with the Final Plat, the following documents/payments have been submitted prior to City Council consideration of the Final Plat for City staff and City Attorney review:

1. Attorney's Title Opinion
2. Polk County Treasurer's Tax Certificate
3. Owner's Consent to Plat
4. Lender's Consent to Plat
5. Warranty Deed to "Lot A"
6. Groundwater Hazard Statement for Lot 'A'
7. Partial Release of Mortgage for Lot 'A'
8. Petition and Waiver for future NW 100th Street improvements
9. Private Overland Flowage Easement

PZ CASE 16-20
Elmerodo Estates Plat 4 Preliminary & Final Plats

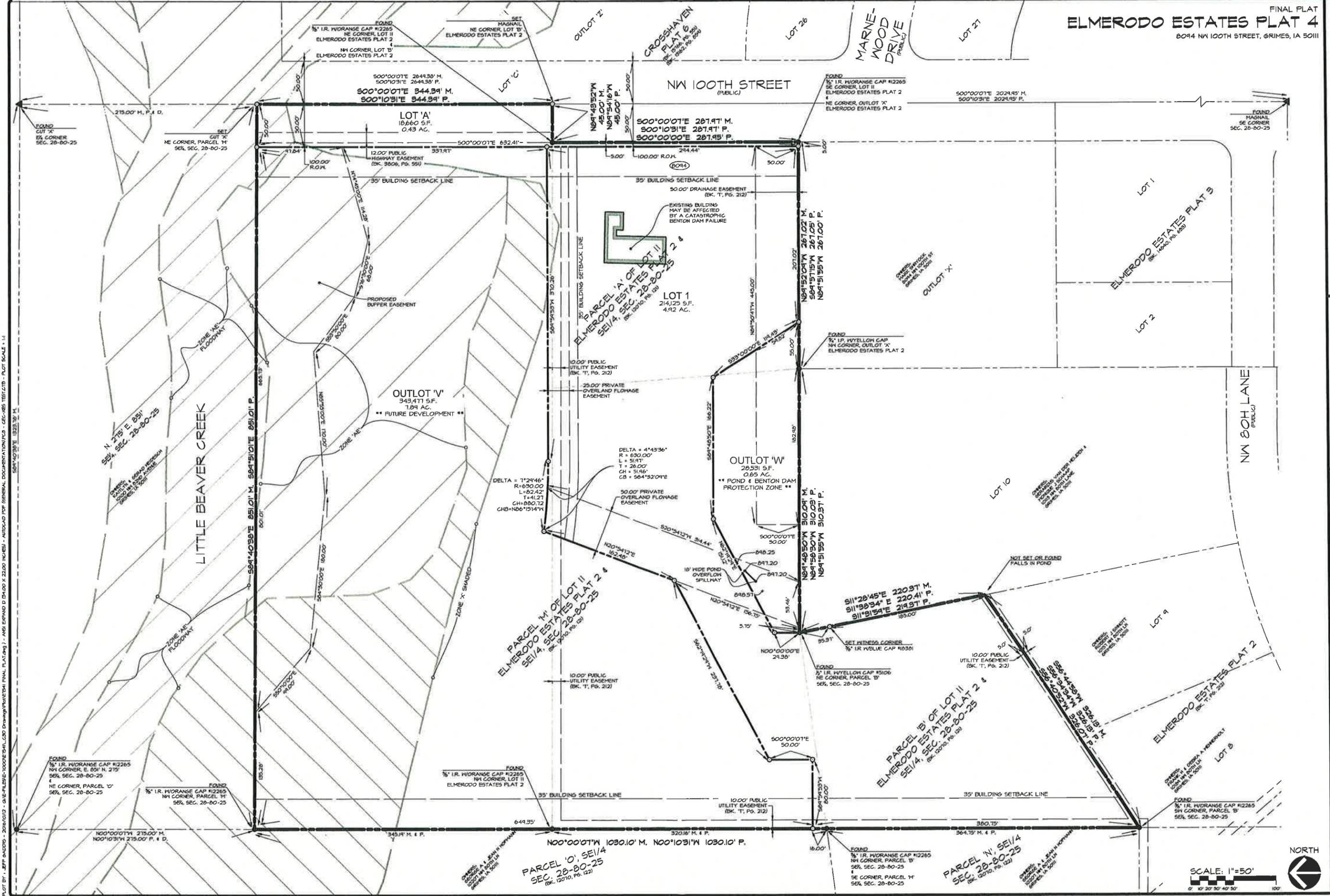


1 inch = 3,333 feet

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

ELMERODO ESTATES PLAT 4
8044 NW 100TH STREET, GRIMES, IA 50111

FINAL PLAT



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

DATE:	OCT. 12, 2015
DESIGNED BY:	JAG
DRAWN BY:	JAG
DATE OF SURVEY:	MAY 15, 2016
DATE OF SURVEY:	MAY 10, 2016
DATE OF SURVEY:	MAY 15, 2016
DATE OF SURVEY:	MAY 15, 2016

ELMERODO ESTATES PLAT 4
8044 NW 100TH STREET, GRIMES, IA 50111

FINAL PLAT

SHEET 2 OF 2

E-1541

RECORDER'S
STAMP

FINAL PLAT
OF

ELMERODO ESTATES PLAT 4

8094 NW 100TH STREET, GRIMES, IA 50111

DRAWING INDEX

PAGE #	SHEET TITLE
1	COVER
2	FINAL PLAT

AFFILIANT / PREPARED FOR:
MARK SHRYOCK
8094 NW 100TH STREET
GRIMES, IA 50111

PROPERTY OWNER:
MARK SHRYOCK
8094 NW 100TH STREET
GRIMES, IA 50111

PROPERTY ADDRESS:
8094 NW 100TH STREET
GRIMES, IA 50111

PROFESSIONAL LAND SURVEYOR:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322
PHONE: 515-276-4884
FAX: 515-276-7084
EMAIL: GADDIS@CECLAC.COM

LEGAL DESCRIPTION:

PARCELS 'A', 'B', & 'M' OF LOT II, ELMERODO ESTATES PLAT 2 AND THE SE1/4 OF SECTION 28, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH PM, 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.

LAND AREA TABLE		
TOTAL PLAT AREA	LOT II	N. 275' S. 2030.45' B51; SE1/4 SEC. 28-80-25
13.88 ACRES GROSS	7.15 ACRES GROSS	6.74 ACRES GROSS
0.36 ACRES R.O.W. EASEMENT		0.36 ACRES R.O.W. EASEMENT
13.53 ACRES NET	7.15 ACRES NET	6.38 ACRES NET

ZONING

R-1 (15) : SINGLE FAMILY RESIDENTIAL DISTRICT

PORTIONS OF THE PROPERTY ARE WITHIN THE FLOODWAY FRINGE OVERLAY DISTRICT

ZONING BULK REGULATIONS

R-1 (15) : SINGLE FAMILY RESIDENTIAL DISTRICT
UNITS/ACRE: 3.44
MAXIMUM BUILDING HEIGHT: 35'
MINIMUM LOT AREA: 9,500 SQUARE FEET
MINIMUM LOT WIDTH: 75'
FRONT BUILDING SETBACK: 35'
SIDE YARD SETBACK: 8' MINIMUM / 11' TOTAL
REAR YARD SETBACK: 35'

NOTES:

- THE BEARINGS SHOWN ON THIS FINAL PLAT ARE BASED ON THE EAST LINE OF SEC. 28 OF SECTION 28-80-25 HAVING AN BEARING ASSUMED AS S00°00'00"E AS DETERMINED FROM THE IOWA STATE PLANE 1403 SOUTH ZONE CALCULATED FROM THE IOWA DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK.
- THE UNADJUSTED ERROR OF CLOSURE IS NOT GREATER THAN 1:10000 FOR SUBDIVISION BOUNDARIES AND IS NOT GREATER THAN 1:5000 FOR INDIVIDUAL LOTS.
- THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.
- MONUMENTS TO BE SET WITHIN 1 YEAR OF RECORDING DATE.
- EASEMENTS SHOWN WERE TRANSCRIBED FROM THE FINAL PLAT OF ELMERODO ESTATES PLAT 2, AN OFFICIAL PLAT RECORDED IN BOOK 'T', PAGE 212 AT THE POLK COUNTY RECORDER'S OFFICE.
- THE BENTON DAM BREACH IMPACT ZONE IS AN ASSUMED LOCATION DETERMINED FROM THE EXISTING CONTOURS AND THE IOWA DEPARTMENT OF NATURAL RESOURCES BENTON DAM INSPECTION REPORT DATED ON APRIL 16, 2012. THIS LAND SURVEYOR DOES NOT CERTIFY THE LOCATION, ELEVATION, FLOWAGE VELOCITIES, OR ANY CALCULATIONS THAT FALL UNDER THE PRACTICE OF A CIVIL ENGINEER.

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 QUALIFIED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JEFFREY A. GADDIS, IOWA LICENSE NO. 10381
MY LICENSE EXPIRES DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 - 2

*** THIS LAND SURVEYOR'S CERTIFICATION DOES NOT INCLUDE DESIGN SPOT ELEVATIONS, MINIMUM PROTECTION ELEVATIONS, MINIMUM OPENING ELEVATIONS, MINIMUM BASEMENT ELEVATIONS, DETENTION BASIN & STORM WATER EVENT ELEVATIONS, OR ANY OTHER ITEMS THAT MAY FALL UNDER THE PRACTICE OF A PROFESSIONAL CIVIL ENGINEER. ***

RETURN TO:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322

SCALE: 1"=500'



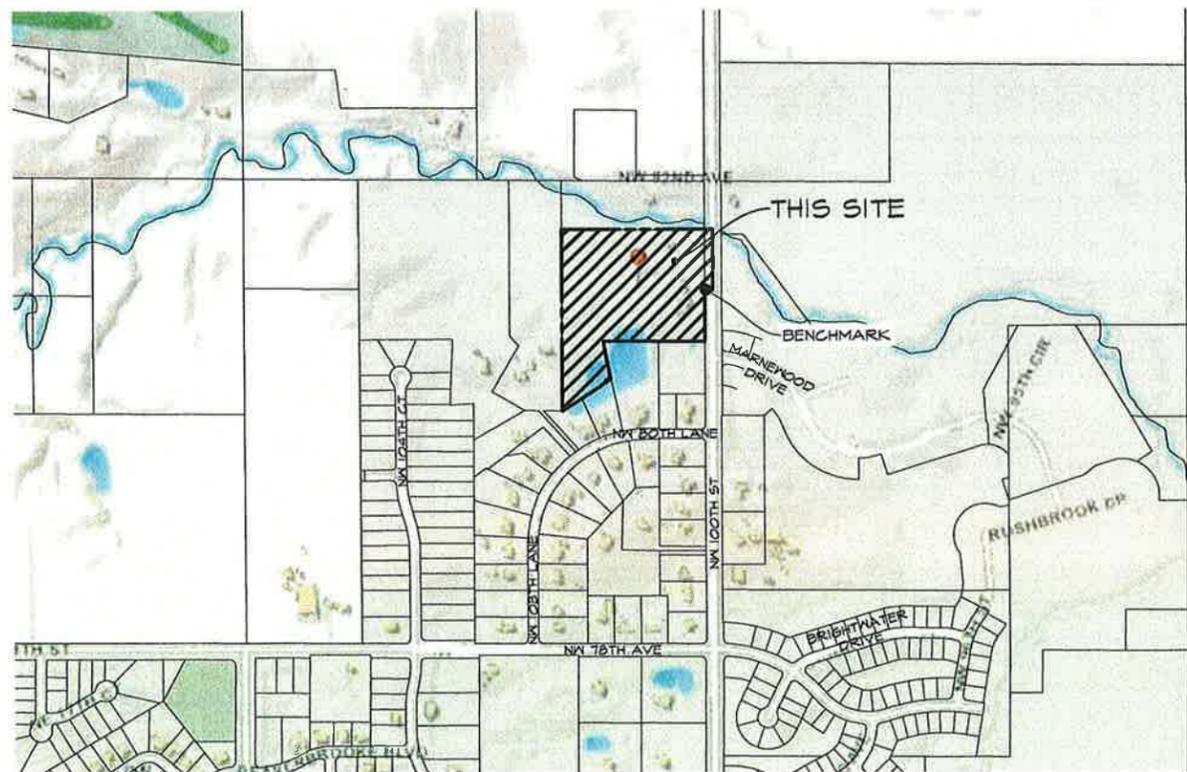
UTILITIES

- POTABLE WATER SUPPLY: CITY OF JOHNSTON
- SANITARY SEWER: CITY OF JOHNSTON

BENCHMARK
BURY BOLT ON FIRE HYDRANT ON EAST SIDE OF NW 100TH STREET @ 8094 NW 100TH STREET
ELEVATION = 961.64

LEGEND

▲	FOUND SECTION CORNER
●	FOUND CORNERS
○	SET PROPERTY CORNER (5/8" IR. W/BUE CAP #18381 UNLESS OTHERWISE NOTED)
---	PLAT BOUNDARY
---	PROPOSED LOT LINES
---	EXISTING PROPERTY LINES
---	EASEMENT LINES
---	CENTERLINE STREET RIGHT-OF-WAY
---	FEMA FLOODWAY
---	FEMA ZONE 'AE'
---	FEMA ZONE 'X' (SHADED)
D.	DEEDED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
M.	MEASURED BEARING & DISTANCE
IR.	IRON ROD
IP.	IRON PIPE
BK. XXX, Pg. XXX	COUNTY RECORDER'S INDEXING BOOK
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT



PLANNING NOTES

- LOT 'A' SHALL BE DEDICATED TO THE CITY OF JOHNSTON FOR STREET RIGHT-OF-WAY.
- OUTLOT 'V' IS AN UNBUILDABLE LOT. NO DEVELOPMENT MAY OCCUR WITHOUT AN APPROVED SITE PLAN, PRELIMINARY PLAT, OR GRADING PLAN MEETING THE CITY OF JOHNSTON DEVELOPMENT PROCEDURES.
- OUTLOT 'W' IS UNBUILDABLE LOT. THE OUTLOT IS RESERVED AS A POND AND BENTON DAM PROTECTION ZONE.

TITLE NOTES

- THE SUBJECT PROPERTY MAY BE AFFECTED BY A PERPETUAL ROAD ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN BOOK 11445, PAGE 847 AT THE POLK COUNTY RECORDER'S OFFICE. THE EASEMENT LOCATION CAN NOT BE DETERMINED FROM THE RECORDED DOCUMENT.

FLOOD ZONE DESIGNATION
THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'AE', 'X', AND 'X' (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 1402280001B REVISED ON APRIL 30, 1986.

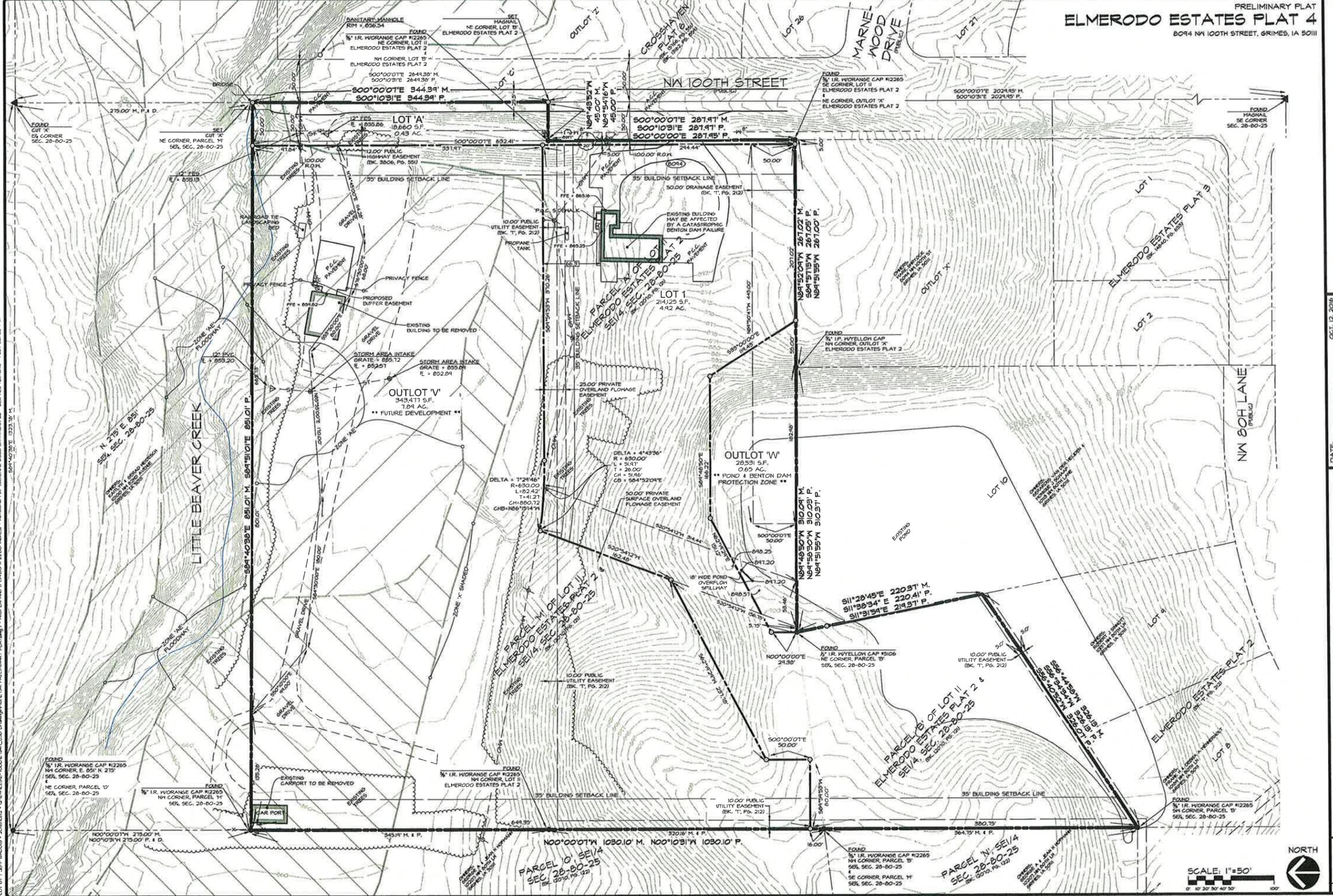
PURPOSE OF SURVEY

- THIS IS A MINOR SUBDIVISION PLAT FOR THE PURPOSE OF CREATING A SINGLE RESIDENTIAL LOT FOR THE EXISTING HOME, AN OUTLOT FOR FUTURE DEVELOPMENT, AND AN OUTLOT FOR THE EXISTING POND & EARTHEN DAM.

PLAT BY: JEFF GADDIS - 2016/10/12 - G:\15-FILE-1000\ESTAT\FINAL PLAT COVERING 1 - AND EXPAND D 8400 X 2200 INCHES - AUTOCAD PLOT GENERAL DOCUMENTATION\PLAT 4 - CEC-RES TEST\278 - PLAT SCALE = 1/4"



PRELIMINARY PLAT
ELMERODO ESTATES PLAT 4
 8094 NW 100TH STREET, GRIMES, IA 50111



Civil Engineering Consultants, Inc.

2400 86th Street - Unit 12 - Des Moines, Iowa 50322
 515.276.4884 - Fax: 515.276.7084 - mail@cecinc.com

CEC

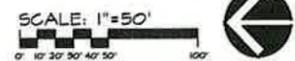
DATE:	OCT. 12, 2016
DESIGNED BY:	JAG
CHECKED BY:	JAG
DATE OF SURVEY:	MAY 13, 2016
DESIGNED BY:	JAG
DRAWN BY:	JAG

ELMERODO ESTATES PLAT 4
 8094 NW 100TH STREET, GRIMES, IA 50111

PRELIMINARY PLAT

SHEET
 OF 2

E-1541



PLOT BY: JEFF SANDERS - 2016/10/12 - Q:\FILES\PROJECTS\ELMERODO ESTATES PLAT 4 PRELIMINARY PLAT.DWG - AUTOCAD 2016 (11.0) X 22.00 INCHES - 11.00 X 22.00 INCHES - CEC-DES-TS17-C15 - PLOT SCALE = 1"=50'

RECORDER'S
STAMP

PRELIMINARY PLAT
OF

ELMERODO ESTATES PLAT 4

8094 NW 100TH STREET, GRIMES, IA 50111

DRAWING INDEX

PAGE #	SHEET TITLE
1	COVER
2	FINAL PLAT

APPLICANT / PREPARED FOR:
MARK SHRYOCK
8094 NW 100TH STREET
GRIMES, IA 50111

PROPERTY ADDRESS:
8094 NW 100TH STREET
GRIMES, IA 50111

PROPERTY OWNER:
MARK SHRYOCK
8094 NW 100TH STREET
GRIMES, IA 50111

PROFESSIONAL LAND SURVEYOR:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50922
PHONE: 515-276-4884
FAX: 515-276-1084
EMAIL: GADDIS@CECLAG.COM

LEGAL DESCRIPTION:

PARCELS 'A', 'B', & 'C' OF LOT II, ELMERODO ESTATES PLAT 2 AND THE SE1/4 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.

LAND AREA TABLE		
TOTAL PLAT AREA	LOT II	N. 275' S. 2030.95' B51', SE1/4 SEC. 28-80-25
13.88 ACRES GROSS	7.15 ACRES GROSS	6.74 ACRES GROSS
0.36 ACRES R.O.W. EASEMENT		0.36 ACRES R.O.W. EASEMENT
13.52 ACRES NET	7.15 ACRES NET	6.38 ACRES NET

ZONING
R-1 (75) - SINGLE FAMILY RESIDENTIAL DISTRICT

PORTIONS OF THE PROPERTY ARE WITHIN THE FLOODWAY FRINGE OVERLAY DISTRICT

ZONING BULK REGULATIONS

R-1 (75) - SINGLE FAMILY RESIDENTIAL DISTRICT
UNITS/ACRE: 3.44
MAXIMUM BUILDING HEIGHT: 35'
MINIMUM LOT AREA: 4,500 SQUARE FEET
MINIMUM LOT WIDTH: 75'
FRONT BUILDING SETBACK: 35'
SIDE YARD SETBACK: 8' MINIMUM / 17' TOTAL
REAR YARD SETBACK: 35'

NOTES:

- THE BEARINGS SHOWN ON THIS FINAL PLAT ARE BASED ON THE EAST LINE OF SE1/4 OF SECTION 28-80-25 HAVING AN BEARING ASSUMED AS S00°00'00"E AS DETERMINED FROM THE IOWA STATE PLANS 1903 SOUTH ZONE CALCULATED FROM THE IOWA DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK.
- THE UNADJUSTED ERROR OF CLOSURE IS NOT GREATER THAN 1/10000 FOR SUBDIVISION BOUNDARIES AND IS NOT GREATER THAN 1/5000 FOR INDIVIDUAL LOTS.
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- MONUMENTS TO BE SET WITHIN 1 YEAR OF RECORDING DATE.
- EASEMENTS SHOWN WERE TRANSCRIBED FROM THE FINAL PLAT OF ELMERODO ESTATES PLAT 2, AN OFFICIAL PLAT RECORDED IN BOOK 11, PAGE 212 AT THE POLK COUNTY RECORDER'S OFFICE.
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- LOT 'A' IS TO BE DEDICATED TO THE CITY OF JOHNSTON FOR PUBLIC STREET RIGHT-OF-WAY.
- OUTLOT 'W' IS UNBUILDABLE AND IS RESERVED AS A POND AND EARTHEN DAM PROTECTION ZONE.
- OUTLOT 'V' IS RESERVED FOR FUTURE DEVELOPMENT.

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.

JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE OCT. 12, 2016
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 - 2 (SEE NOTE BELOW)

*** THIS LAND SURVEYOR'S CERTIFICATION DOES NOT INCLUDE DESIGN SPOT ELEVATIONS, MINIMUM PROTECTION ELEVATIONS, MINIMUM OPENING ELEVATIONS, MINIMUM BASEMENT ELEVATIONS, DETENTION BASIN & STORM WATER EVENT ELEVATIONS, OR ANY OTHER ITEMS THAT MAY FALL UNDER THE PRACTICE OF A PROFESSIONAL CIVIL ENGINEER. ***

RETURN TO:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50922

SCALE: 1"=500'



SHEET
OF 2
E-7541

UTILITIES

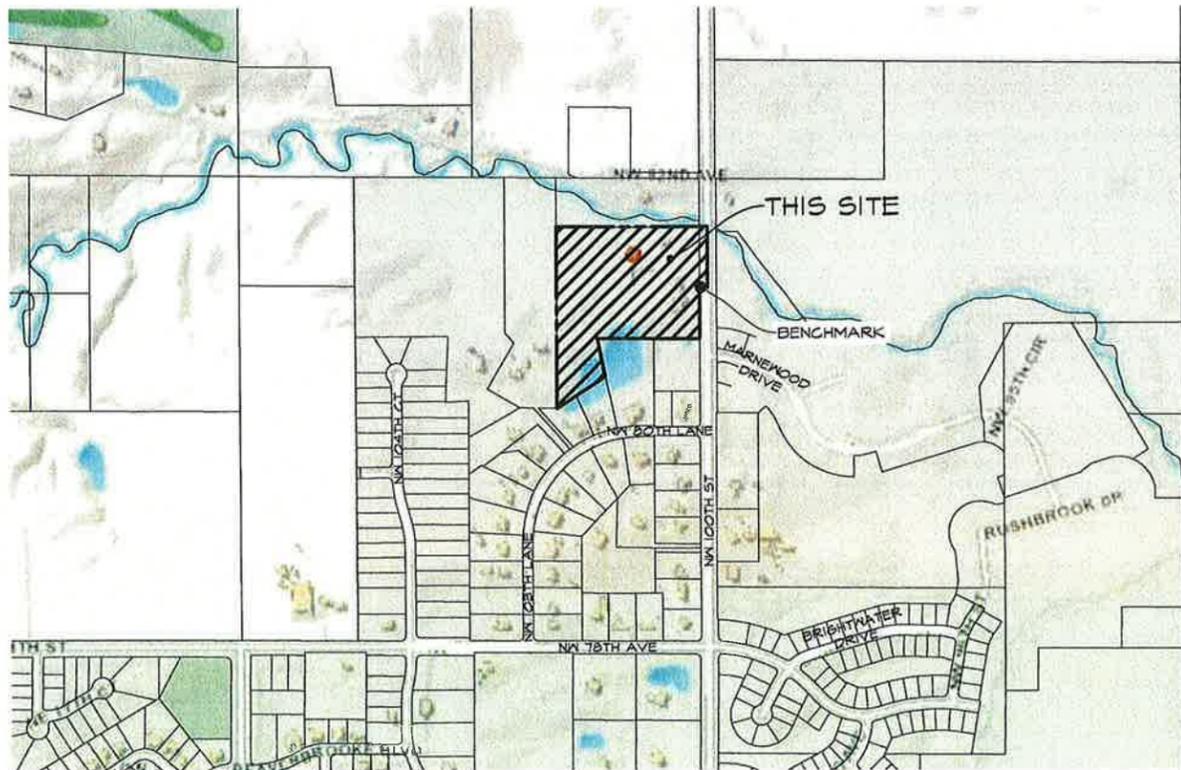
- POTABLE WATER SUPPLY: CITY OF JOHNSTON
- SANITARY SEWER: CITY OF JOHNSTON

BENCHMARK

BURY BOLT ON FIRE HYDRANT ON EAST SIDE OF NW 100TH STREET @
8094 NW 100TH STREET ELEVATION = 961.64

LEGEND

- ▲ FOUND SECTION CORNER
- FOUND CORNERS
- SET PROPERTY CORNER (5/8" I.R. W/B BLUE CAP #18381 UNLESS OTHERWISE NOTED)
- PLAT BOUNDARY
- PROPOSED LOT LINES
- EXISTING PROPERTY LINES
- EASEMENT LINES
- CENTERLINE STREET RIGHT-OF-WAY
- FEMA FLOODWAY
- FEMA ZONE 'AE'
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- D, DEEDED BEARING & DISTANCE
- P, PREVIOUSLY RECORDED BEARING & DISTANCE
- M, MEASURED BEARING & DISTANCE
- I.R., IRON ROD
- I.P., IRON PIPE
- BK. XXX, Pg. XXX COUNTY RECORDER'S INDEXING BOOK
- R.O.W., RIGHT-OF-WAY
- P.U.E., PUBLIC UTILITY EASEMENT



PLANNING NOTES

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- OUTLOT 'W' IS UNBUILDABLE LOT. THE OUTLOT IS RESERVED AS A POND AND BENTON DAM PROTECTION ZONE.

TITLE NOTES

- THE SUBJECT PROPERTY MAY BE AFFECTED BY A PERPETUAL ROAD ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN BOOK 11445, PAGE 841 AT THE POLK COUNTY RECORDER'S OFFICE. THE EASEMENT LOCATION CAN NOT BE DETERMINED FROM THE RECORDED DOCUMENT.

FLOOD ZONE DESIGNATION

THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'AE', 'X', AND 'X' (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 190228000IB REVISED ON APRIL 30, 1986.

PURPOSE OF SURVEY

- THIS IS A MINOR SUBDIVISION PLAT FOR THE PURPOSE OF CREATING A SINGLE RESIDENTIAL LOT FOR THE EXISTING HOME, AN OUTLOT FOR FUTURE DEVELOPMENT, AND AN OUTLOT FOR THE EXISTING POND & EARTHEN DAM.

PLAT BY: JEFF GADDIS - 2016-0013 - CIVIL ENGINEER LICENSED IN THE STATE OF IOWA - AUTOCAD PLOT (GENERAL DOCUMENTATION) P3 - CEC-RES TEST.DWG - PLOT SCALE = 1:1

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



DATE:	OCT. 12, 2016
DATE OF SURVEY:	OCT. 7, 2016
DESIGNED BY:	JUN. 15, 2016
DRAWN BY:	MAY. 19, 2016
	MAY. 10, 2016
	JAG
	JAG

ELMERODO ESTATES PLAT 4
8094 NW 100TH STREET, GRIMES, IA 50111
COVER

PETITION AND WAIVER

THIS AGREEMENT made and entered into by and between the City of Johnston, Iowa, hereinafter called the CITY, and the undersigned property owners in said City, hereinafter called the PROPERTY OWNERS, WITNESSETH:

WHEREAS, the City proposes to construct certain public improvements ("improvements") in said City; and

WHEREAS, the undersigned Property Owners desire that the improvements be constructed to benefit their respective properties and that special assessments be levied against their property as hereinafter described opposite their names. The general description and location of said improvements being as follows:

NW 100th Street Improvements adjacent to the east boundary of *Elmerodo Estates Plat 4*. The assessable improvements would include a standard thirty-one foot local street, drainage improvements up to a 12" diameter pipe, a four-foot sidewalk, proportionate share of engineering and administration and proportionate depth of pavement (depth 7").

The properties to be assessed are described as follows:

Lot 1 Elmerodo Estates Plat 4 and Outlot V Elmerodo Estates Plat 4

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

As soon as practicable the City shall have the right to cause the above described improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The construction of said improvements shall be under the supervision of an engineer to be selected by the City.

For the purpose of this Agreement, the City may elect to enter into one or more contracts for the construction of said improvements as a part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by Section 384.41(2) of the City Code of Iowa.

In consideration of the construction of said improvements, the undersigned Property Owners hereby waive the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of Notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said improvements where the expense of such improvements is to be assessed against private property. The undersigned Property Owners each and all hereby expressly waive each and every

question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to construct the improvement without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said improvements have been constructed in accordance with the plans and specifications that the City may make assessments against the properties of the undersigned Property Owners for the cost of the construction of said improvements, including the cost of engineering, supervision, preparation of assessment schedule, and a ten percent Default and Deficiency Fund as authorized by Section 384.44, City Code of Iowa, and that said assessments so made shall be a lien upon the properties hereinafter described, and each of the undersigned Property Owners hereby agrees to pay the amount which is thus assessed against his property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. Said assessments costs have been calculated to be \$48,036.13 based upon 616.32 feet of frontage along NW 100th Street, which shall be assessed to the PROPERTY OWNERS as follows:

Lot 1 Elmerodo Estates Plat 4	\$21,191.17
Outlot V Elmerodo Estates Plat 4	\$26,844.96

Should the street improvements for NW 100th Street not occur prior to Outlot V being further subdivided a new Petition and Waiver shall be provided. With any new Petition and Waiver for Outlot V, the above-listed 2016 figure for Outlot V may be split amongst any number of lots developed out of Outlot V, regardless of frontage along NW 100th Street. The value assigned to each new lot may be determined by the owner of Outlot V at the time of redistributing the assessment value so long as the combined total amounts to the above listed value.

At the time of assessment, the above-listed 2016 figures shall be adjusted for inflation with the Engineering News Record's construction cost index being used to calculate such adjustment. Each of the undersigned Property Owners hereby expressly waive every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Property Owners within the time provided by Statute for the payment of special assessments for such improvements. Any entitlement to agricultural deferment under Chapter 384 of the City Code of Iowa is hereby reserved by the property owners.

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

Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said improvements, to provide for the construction of the same and

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

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

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

Dated this ___th day of _____, 20__.

Presented to the City Council on _____.

Approved by the City Council on _____.

City Clerk

OWNER'S NAME:

By: _____

Mark Shryock

Dated: _____

8/24/16

By: _____

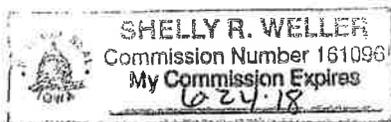
Patricia Shryock

Dated: _____

8/24/16

State of Iowa, County of Polk)ss

On this 24 day of Aug, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Shryock and Patricia Shryock, husband and wife, to me personally known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa

LIENHOLDER'S NAME:

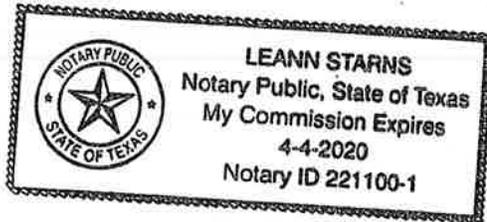
By: Larry Shryock
Larry Shryock

Date: 8/23/2016

State of Texas)
)ss
County of Harris)

On this 23rd day of August, 2016, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared, Larry Shryock, to me personally known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Leann Starns
Notary Public in and or the State of Texas

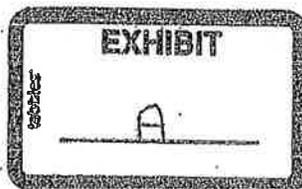


Parcels "A", "B" and "M" as shown on the Plat of Survey of Lot 11 in ELMERODO ESTATES PLAT TWO, an Official Plat, now included in Polk County, Iowa. AND Part of the NE 1/4 of the SE 1/4 of Section 28, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa, recorded February 13, 2007 in Book 12070 at Page 121 in the records of the Polk County Recorder, also described as:

Lot 11 in ELMERODO ESTATES PLAT TWO, an Official Plat in Polk County, Iowa, and that part of the Northeast corner of the Southeast Quarter (NE 1/4 SE 1/4) of Section 28, Township 80 North, Range 25 West of the 5th P.M., Polk County Iowa, described as follows: Commencing at the Northeast corner of Lot B in Elmerodo Estate Plat 2, an Official Plat, now included in and forming a part of Polk County, Iowa, thence North 345 feet; thence North 89°43'45" West 851 feet; thence South 345 feet, thence South 89°43'45" East for a distance of 851 feet to the point of beginning.

AND

Outlot X in ELMERODO ESTATES PLAT TWO, an Official Plat, in Polk County, Iowa.





STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
ROGER L. LANDE, DIRECTOR

April 16, 2012

Deb Schiel-Larson
City of Johnston
P.O. Box 410
Johnston, IA 50131

RECEIVED

APR 19 2012

Subject: Benton Dam

Ms. Schiel-Larson:

Thank you for the opportunity to review the proposed Rockshy Estates Plat 1 located immediately downstream of dam number IA00922, otherwise known as the Benton dam in our inventory. This dam was permitted in 1960 under Natural Resources Council Order Number 61-128.

Chapter 567-71.7(4) of the Iowa Administrative Code states that approval by the Department is required "for a building and associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges. If the dam does substantially comply with high hazard criteria in these rules, approval is required for a building and associated fill at any location where flooding can be reasonably anticipated from overtopping and failure of the dam."

Lot 1 as proposed in the Roskshy Estates Plat 1 dated February 28, 2012 reviewed by the Department is located at the toe of the dam. It is estimated that a dam failure could produce flooding as high as to elevation 875 feet. In addition, any structure located at the immediate toe of the dam, essentially any structure between the road and the dam, located in the northing 200 feet of the lot would be subject to flooding in the event of a dam failure.

Chapter 567-72.5(1)c. states "Buildings downstream of a dam shall be protected to a level established by the department after due consideration of the hazards posed by the dam for buildings downstream". Thus, the Department will require that any residential structure constructed downstream of the dam should be constructed above the dam breach maximum flow elevation of 875 feet, NAVD. In addition, no residential structure should be constructed in the north 200 feet of the proposed Lot 1 as this area along the toe of the dam would be subject to high velocity flows if the dam were to fail.

The dam was permitted as a low hazard dam, meaning that a failure of the dam would result in damages limited to loss of the dam, loss of livestock, damage to farm out-buildings, agricultural lands, and lesser used roads. However, due to the construction of the home (8094 NW 100 Street) downstream of the dam in the late 1970's, it should now be more appropriately classified as a moderate hazard dam, as assigned to dams where failure may damage isolated homes or cabins... but without substantial risk to loss of human life.

The dam was designed for and meets current Department criteria for a low hazard dam, however, it does not meet criteria for a dam now rated as moderate hazard. The Department will consider the dam to be in a deficient state. Upgrades to the dam such as larger spillways, raising the dam, or lowering the pool may be required to remove the deficient rating.

502 EAST 9th STREET / DES MOINES, IOWA 50319-0034
PHONE 515-281-5918 FAX 515-281-8895 www.iowadnr.gov

A copy of this letter is being sent to both properties owners who own a portion of the land that the dam is sited on. These owners are responsible for the maintenance and required upgrades of the dam. A copy of our inspection report is attached to this letter that outlines the current dam condition and maintenance concerns.

If you have any questions regarding this matter, feel free to contact me at 515/281-6940.

Sincerely,



Jonathan D. Garton, P.E.
Environmental Engineer Senior
Dam Safety Program
Water Resources Section

Attachment: October 7, 2011 inspection report

Cc w/ attachment:

Barb Hoffman, 10113 NW 80th Lane, Grimes, IA 50111-1038
Mark Shryock, 8094 NW 100th Street, Grimes, IA 50111

**Iowa Department of Natural Resources
Dam Safety Inspection Report**

Dam Name: Benton Dam, Johnston, IA
Contacts: Barbara Hoffman, 515-986-3060

SECTION 1: SITE VISIT INFORMATION

Date of Inspection: October 14, 2011

Others Present: Deb Schiel-Larson, City of Johnston
Barb Hoffman, Owner.

Report Date: November 4, 2011

Inspected By: Casey Welty and Jon Garton
Report By: Jon Garton

Last Inspection Date: Not inspected previously **Inspection Frequency:** None

1a) Weather and site conditions. The weather on the 14th was sunny with a temperature of about 60° F. The ground surface was dry and the impoundment was about 1 foot below the spillway crest.

1b) General Purpose: This dam was inspected in accordance with 567—73.21(2)"c", Iowa Administrative Code as part of the department's regular dam safety inspection program. The general intent of this inspection is to evaluate the construction, operation and maintenance of the dam, to identify problems or potential problems with the dam and appurtenances, and to identify flood plain structures or uses which may affect the hazard class of the dam or use of the associated impoundment. This report is not intended to be an in-depth engineering investigation, but rather an evaluation based on observable conditions at the site, the contents of pertinent records and prior inspection reports, historical data, and other information available during the preparation of this report.

When this inspection report refers to the left and right sides of the dam and appurtenances, these are based on looking downstream.

SECTION 2: BACKGROUND AND HISTORY OF DAM

2a) Current Dam Owner: Barb Hoffman and Mark Shryock (each owns a portion of the dam)

2b) Dam Classification: Low hazard, non-major.

2c) General Information: The dam is located in Section 28, T80N, R25W, Polk County situated across an unnamed tributary to Beaver Creek. The drainage area of the creek at the dam is 43 acres.

The dam consists of a 510 foot long rolled earth embankment with a maximum height of 30 feet. A foundation drain was incorporated into the dam. The principal spillway consists of a 12-inch diameter corrugated metal pipe (CMP). A 10' wide vegetated emergency spillway exists near the left end of the embankment.

The dam contains a toe drain consisting of a 60 foot long perforated pipe surrounded by gravel near the center portion of the dam, with additional tile lines extending out in both directions. The drain outlets through a 6" helical metal pipe just to the left of the principal spillway outlet.

2d) Dam History: The dam was permitted by the Iowa Natural Resources Council (predecessor to the Iowa DNR) in 1961 with Council Order 61-128. The dam was constructed shortly thereafter. In 1978 the land surrounding the pond was platted into a residential development. The development covenants state that Lot 10 (10113 NW 80th Lane) shall be responsible for maintenance of the dam. However, no access easements were recorded for the portions of the dam that are located on other lots.

SECTION 3: INSPECTION RESULTS

3a) Upstream Slope: The upstream slope was in generally good condition with no signs of slope instability such as slides or erosion. There were no signs of current rodent activity although the owner reported that they have been present in the past. The slope could not be thoroughly inspected due to the cover of tall vegetation over most of the slope. There were about 5 mature trees currently growing on the front slope.

3b) Dam Crest: The dam crest is regularly mowed. The crest appears generally level and did not have any signs of cracking or unusual settlement.

3c) Downstream Slope: The downstream slope was in generally good condition with no signs of slope instability or erosion. There was one mature tree on the upper right end. The slope was covered in tall vegetation. No signs of rodent activity were observed.

3d) Toe of Dam: The toe of the dam was generally covered in tall trees and brush. As the toe of the dam is located on an adjacent lot with no access agreement, it was not being maintained by the owner of the main embankment. From the limited observation, no sign of seepage was observed.

3e) Groins and Abutments: There were no signs of erosion in the groins of the dam (where the fill embankment meets the natural ground). The groins and abutments were covered in trees and brush. There were no signs of seepage.

3f) Internal Embankment Drains: The toe drain outlet did not have any flow at the time of inspection. The last 12" of the pipe was rusted and bent.

3g) Principal Spillway: The principal spillway conduit appears to be in good condition from what can be observed. The pipe no longer has the original asphalt lining, there were signs of rust in the bottom portions of the pipe. The hood for the inlet was detached but near the inlet. The inlet was becoming partially (~20%) blocked due to the growth of tree roots into the inlet of

the pipe. The proximity of the trees roots could also cause movement and joint displacement for the pipe as well. The outlet of the spillway showed no signs of rust damage. There was a trickle of flow coming out of the pipe, even though the water level of the pond is low. This indicates that there are leaking joints, or some other compromise in the integrity of the pipe. An inspection by video camera is recommended to thoroughly view and determine the condition of the 50 year old pipe.

3h) Emergency Spillway: The emergency spillway is located in the far left end of the east-west portion of the dam. It appears to still have a bottom width of a least 10 feet and a depth of at least 2'. It was clear of obstructions and had a good cover of vegetation.

3i) Low level drain: None

3j) Other Inspection Items: None

3k) Hazard Classification Review: An analysis should be completed to determine how the existing home constructed downstream of the dam would be impacted by a dam failure.

SECTION 4: CONCLUSIONS AND RECOMMENDATIONS

4a) General Conclusions: Normal operational and maintenance procedures should continue at the site. Such maintenance should include keeping the embankment well vegetated, clear of trees and brush and free of surface erosion; keeping the spillway clear of obstructions; and periodically inspecting the dam.

4b) Special conditions requiring monitoring by owner: At an age of nearly 50 years, the metal principal spillway pipe may be approaching the end of its design life. The pipe should be monitored for signs of deterioration.

4c) Deferred maintenance that needs to be completed: The anti-vortex plate should be reattached to the spillway inlet. The inlet should be cleared of roots. Trees and brush should be removed from the dam.

4d) Required repairs (these items will require an engineer): None.

4e) Overall rating of the dam: Satisfactory

Notice of Public Meeting

October 6, 2016

The Johnston Planning and Zoning Commission will hold a Public Meeting at 7:00 p.m. on Monday, October 10, 2016 (Tentative) and the Johnston City Council will hold a Public Meeting at 7:00 p.m. on Monday, October 17, 2016 (Tentative). 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. 16-20; Elmerodo Estates Plat 4 Revised Preliminary & Final Plats

The applicant, Mark Shryock, has submitted a revised preliminary plat and a revised final plat for the subdivision of a 13.53 Acres west of NW 100th Street and approximately 275 south of the Johnston city limits. The plat includes 1 lot for an existing single family home, 1 outlot for future development, and one street lot along NW 100th Street.

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 meetings at the above-listed dates and times. Additional information, including the preliminary plat & final plat is available under the "proposed development" section of the City's Website: <http://www.cityofjohnston.com/proposeddevelopment>.

Clayton Ender, Planner
Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7763; Email: cender@cityofjohnston.com

PZ 16-20 Mailing List

NAME	ADDRESS	CITY, STATE, ZIP CODE
KAITLYN HEIDESCH	10100 NW 82ND AVE	GRIMES, IA, 50111
USA	215 N 17TH ST	OMAHA, NE, 68102
MARK MERTENS	2733 WITMER ST	DES MOINES, IA, 50310
MARK SHRYOCK	POB 744	GRINNELL, IA, 50112
JUDITH MERTENS	8002 NW 100TH ST	GRIMES, IA, 50111
TOMI NELSON	10154 NW 80TH LN	GRIMES, IA, 50111
LEE REED	7958 NW 103RD LN	GRIMES, IA, 50111
JEREMIAH JOENS	10211 NW 80TH LN	GRIMES, IA, 50111
GEORGE HOFMANN	10207 NW 80TH LN	GRIMES, IA, 50111
ROBERT SINNOTT	10157 NW 80TH LN	GRIMES, IA, 50111
DEBRA WENNERHOLT	10189 NW 80TH LN	GRIMES, IA, 50111
BRAIN HUTCHINS	10200 NW 80TH LN	GRIMES, IA, 50111
GERARDUS VAN DER HEIJDEN	10113 NW 80TH LN	GRIMES, IA, 50111
CROSSHAVEN I LLC	6900 WESTOWN PKWY	WEST DES MOINES, IA, 50266
OMEGA SOLUTIONS LLC	6565 WISTFUL VISTA DR STE 3111	WEST DES MOINES, IA, 50266
HUBBELL REALTY COMPANY	6900 WESTOWN PKWY	WEST DES MOINES, IA, 50266
CROSSHAVEN OWNERS ASSOCIATION	6900 WESTOWN PKWY	WEST DES MOINES, IA, 50266

Clayton Ender

From: Welty, Casey [DNR] [Casey.Welty@dnr.iowa.gov]
Sent: Thursday, June 30, 2016 8:48 AM
To: Clayton Ender
Cc: Aaron Wolfe; David Wilwerding
Subject: RE: Assistance with Impacts of Benton Dam on Development
Attachments: 20160630084452862.pdf

Clayton,

I have sketched a little bit on one of the sheets to hopefully help with some of my answers and I have attached it to this email.

1. Is the dam classified as moderate hazard or high hazard? The report from 2012 appeared to raise the classification from low-hazard to moderate hazard?
 - A. We did increase the hazard classification to moderate in 2012 due to the existing house NE of the dam.
2. Will this future development (Lot 14) increase the classification of the dam to high hazard if it isn't already? Or is that based upon where a structure is built on lot 14?
 - A. The only building in Lot 14 that would increase the hazard classification would be on the north eastern part of that lot, but that would be building in the emergency spillway and we wouldn't issue a permit for that. We would suggest that a flowage easement be put in place for the emergency spillway for this new development. After the water flows over the control section of the emergency spillway there could be a berm diverting flows if necessary.
3. Based upon the classification of the dam will there be any required regular inspections of the dam?
 - A. This is classified as a moderate hazard non-major structure. The dams that we routinely inspect are major dams and dams that are in poor condition. The size of the dam and volume of storage of this dam isn't large enough for this dam to be a major structure.
4. Is the dam still classified as deficient?
 - A. The dam will need to be upgraded to meet moderate hazard criteria to not be deficient.
5. There were a number of items listed on the 2012 report that needed to be addressed as well as steps that should be taken to remove the deficient status of the dam. Would these need to be completed prior to any development in the area we are talking about?
 - A. No

Hopefully this info help. Let me know if you need more information.

CASEY WELTY, P.E. Dam Safety Engineer



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515.725.8330 | casey.welty@dnr.iowa.gov
502 E. 9th Street | Des Moines, IA 50319

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From: Clayton Ender [mailto:cender@cityofjohnston.com]
Sent: Wednesday, June 29, 2016 4:55 PM
To: Welty, Casey [DNR]

Cc: Aaron Wolfe; David Wilwerding
Subject: RE: Assistance with Impacts of Benton Dam on Development

Casey,

I do have a few follow up questions as I'm no expert in dam hazard classification:

- Is the dam classified as moderate hazard or high hazard? The report from 2012 appeared to raise the classification from low-hazard to moderate hazard?
- Will this future development (Lot 14) increase the classification of the dam to high hazard if it isn't already? Or is that based upon where a structure is built on lot 14?
- Based upon the classification of the dam will there be any required regular inspections of the dam?
- Is the dam still classified as deficient?
- There were a number of items listed on the 2012 report that needed to be addressed as well as steps that should be taken to remove the deficient status of the dam. Would these need to be completed prior to any development in the area we are talking about?

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From: Welty, Casey [DNR] [<mailto:Casey.Welty@dnr.iowa.gov>]
Sent: Wednesday, June 29, 2016 4:20 PM
To: Clayton Ender
Cc: Aaron Wolfe; David Wilwerding
Subject: RE: Assistance with Impacts of Benton Dam on Development

Clayton,
Regarding lots 1-13: I don't see any reason those lots would have an impact on the hazard classification of the Benton Dam.

Outlot X: I'm assuming Outlot X won't have any buildings so that will not have an impact on the dam provided it isn't filled in with fill material blocking the emergency spillway. If there are buildings planned in Outlot X the comments in the next section apply as well to Outlot X.

Lot 14: I'm going to copy the Iowa Administrative Code section that is applicable in this situation:

567— 71.7(4) *Buildings and associated fill adjacent to or downstream from impoundments.* Approval is required for new construction, additions, lowering, or reconstruction and associated fill as described in 71.7(1) without regard to the drainage area if the proximity of the building to a dam regulated by the department is as follows:

a. Adjacent to impoundment. Approval is required for a building and associated fill adjacent to an impoundment if the lowest floor level including any basement is lower than the top of the dam.

b. Downstream from dam. Approval is required for a building and associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges. If the dam does not substantially comply with high hazard criteria in these rules, approval is required for a building and associated fill at any location where flooding can be reasonably anticipated from overtopping and failure of the dam.

Part "a" is pretty clear. Any buildings below top of dam elevation will need approval.
Part "b" is why I'm assuming you've contacted us. This dam does not comply with high hazard criteria, however we don't believe that flooding would be reasonably anticipated from overtopping and failure of the dam in this development. Flooding is reasonably anticipated from emergency spillway discharges in Lot 14. We wouldn't approve an application for a permit for a building that was in the area that the emergency spillway would be expected to flow.

I hope this helps. Please let me know if you need any more information.

CASEY WELTY, P.E. Dam Safety Engineer



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From: Clayton Ender [<mailto:cender@cityofjohnston.com>]

Sent: Wednesday, June 29, 2016 3:43 PM

To: Welty, Casey [DNR]

Cc: Aaron Wolfe; David Wilwerding

Subject: RE: Assistance with Impacts of Benton Dam on Development

Casey,

There are 14 lots plus outlot X on the concept development. Lots 11 through 14 are on the south side of the proposed road with Outlot X. Lot 14 will contain a portion of the pond. The emergency overflow is located on what would become lot 14. Plus the home that is currently located below the dam is to remain and will be split off from the concept development area.

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From: Welty, Casey [DNR] [<mailto:Casey.Welty@dnr.iowa.gov>]

Sent: Wednesday, June 29, 2016 3:40 PM

To: Clayton Ender

Subject: FW: Assistance with Impacts of Benton Dam on Development

Clayton,
I was forwarded this request from Jon Garton.

I just wanted to confirm that we are only talking about the lot 1 through 10 and X shown on the pdf "XR-P-LOTS-ULT-CEC34x22".

If it is only those lots in question, then those lots would not have an impact on the hazard classification of the Benton Dam.

CASEY WELTY, P.E. Dam Safety Engineer



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From: Garton, Jonathan [DNR]
Sent: Wednesday, June 29, 2016 3:32 PM
To: Welty, Casey [DNR]
Subject: FW: Assistance with Impacts of Benton Dam on Development

JONATHAN D. GARTON, P.E. Senior Dam Safety Engineer



Iowa Department of Natural Resources
515.725.8360 | Jonathan.Garton@dnr.iowa.gov
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From: Clayton Ender [<mailto:cender@cityofjohnston.com>]
Sent: Wednesday, June 29, 2016 3:10 PM
To: Garton, Jonathan [DNR]
Cc: David Wilwerding; Aaron Wolfe
Subject: Assistance with Impacts of Benton Dam on Development

Hello Jonathan,

I wanted to reach out to you again and see if my previous email to you had made it through to you. We would much appreciate your input on this matter. The Johnston City Council will be considering the first reading of the rezoning Ordinance at their Tuesday, July 5 meeting and we would like to be address concerns with the proposal.

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From: Clayton Ender
Sent: Monday, June 20, 2016 2:32 PM

To: 'Jonathan.Garton@dnr.iowa.gov'
Cc: David Wilwerding; Aaron Wolfe
Subject: Assistance with Impacts of Benton Dam on Development

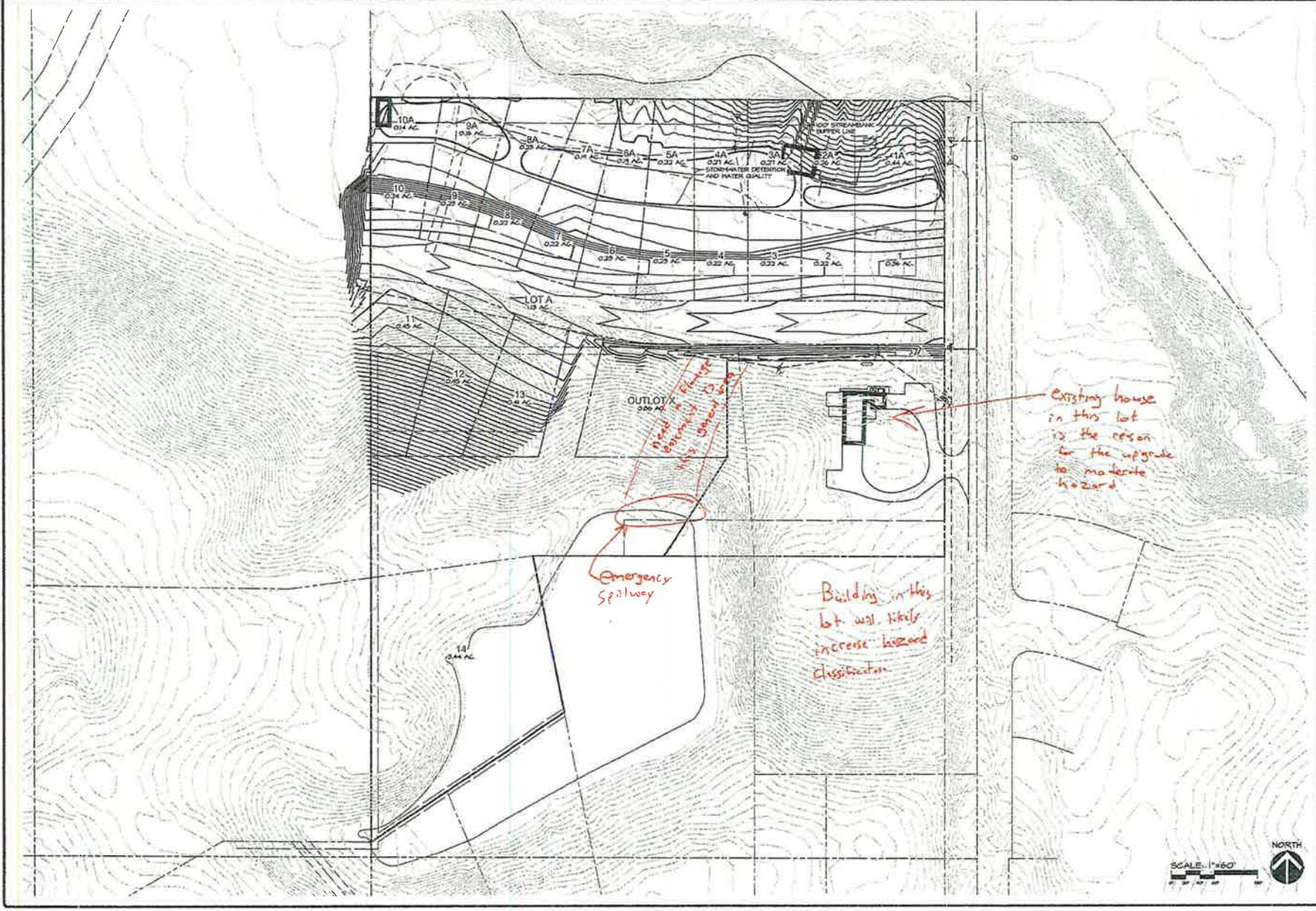
Jonathan,

The City of Johnston has received a rezoning request and a preliminary and final plat for land immediately adjacent to the Benton Dam in Johnston (8094 NW 100th Street, Grimes). You and Casey inspected the dam in November 2011 and provided the City and the property owners a report in April 2012 detailing your findings (see attached). Since that time a new proposal for development in the area has been submitted and a rezoning request has been initiated and the property owner has begun the process to subdivide his property to allow for the developer to purchase the necessary property (see attachments).

My question to you is how will this proposal impact the Benton Dam or if the property owner needs to do anything ensure future development won't undermine the dam? Will the platting of 14 new lots north of the pond be cause for dam improvements or a change to the Iowa DNR dam classification?

If you could help us answer these questions by July 5th we would much appreciate that.

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Civil Engineering Consultants, Inc.
 3400 Keith Street, Unit 12 - Des Moines, Iowa 50322
 515.276.4884 - Fax 515.276.7084 - mail@ceconline.com

CEC

DATE	REVISED	COMMENTS
	1	
	2	
	3	
	4	
	5	
	6	

DATE OF SURVEY: _____
 DESIGNED BY: _____
 DRAWN BY: _____

SHRYOCK PROPERTY
 JOHNSTON, IA
CONCEPT PLAN

SHEET 1
 8

SCALE: 1"=60'
 NORTH



PLANNING & ZONING COMMISSION

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

Minutes
Regular Meeting: Monday, October 10, 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	Pavlovec	Petersma	Anderson
Present	X	X	X	X		X	X
Absent					X		

City Staff Present: Aaron Wolfe, Clayton Ender, Rebekah Davis

3. Approval of Agenda

Petersma called for a vote to approve the agenda.

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

4. Approval of Meeting Minutes: Regular Meeting of September 26, 2016.

Roll Call Vote:

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

5. PZ Case No. 16-20; Preliminary and Final Plats for Elmerodo Estates Plat 4: The applicant, Mark Shryock, wishes to subdivide the subject property into one lot, two outlots, and one street lot. Proposed Lot 1 would contain the existing home on the property. Proposed Outlot 'W' would contain the portion of the Benton Dam on the subject property. Proposed Outlot 'V' is intended for future development. Proposed Lot 'A' would be deeded to the City for street right of way.

Ender presented the staff report.

Johnson requested clarification on the property boundaries of Outlot 'W' and Lot 1. Ender specified the boundaries of Outlot 'W' and Lot 1 on the final plat and explained that Outlot 'W'

would be an unbuildable lot intended to protect the dam from being undermined by future development. He added that there will be a 50 foot overland flowage easement to accommodate water flow in the event that the spill way is crested.

Anderson inquired if there were any plans for the development of Outlot 'V'. Ender stated there have been no plans submitted for the development of Outlot 'V'.

Petersma inquired if there were any plans to subdivide Lot 1. The applicant, Mark Shryock stated that he had no plans to subdivide Lot 1. Petersma noted that subdividing Lot 1 is an option. The applicant affirmed and explained that the subdivision of Lot 1 would be a 2-4 years in future if he ever considered this option.

Petersma opened for public comment at 7:06 p.m.

Monique Van Der Heijden, 10113 NW 80th Lane, stated that at the conclusion of the City Council meeting in consideration of the rezoning of the subject property, City Council determined that there needed to be some guidance of the water flow from the dam and there had to be a agreement on the maintenance of the dam. She inquired as to how the water flow would be guided to ensure that flooding will not be an issue. She owns Lot 10 of Elmerodo Estates Plat 2 and a portion of the dam. She wants a maintenance agreement established and requested clarification on Outlot 'W' and Outlot 'V'.

Ender stated that Outlot 'W' is unbuildable lot and building setbacks for Lot 1 will begin from the boundary of Outlot 'W'. Outlot 'W' is meant to provide a buffer for the dam and protect the integrity of the dam by not allowing structures to be built on or immediately adjacent to the dam. The emergency spillway will be accommodated by the overland flowage easement to the north. With the future development of Outlot 'V', grading will have to ensure that the channel of water flow from the emergency spillway to the overland flowage easement remains intact. However, water flow will only occur from the emergency spillway when the dam crests. In regards to dam maintenance, staff suggests affected parties agree upon a permanent maintenance agreement for the dam and pond. However, since the pond and dam are on private property the city should not be a party to the maintenance agreement. The City cannot require a maintenance agreement but does encourage a maintenance agreement to be established.

Smith inquired if the maintenance agreement was a recommended condition of the plat. Petersma clarified that the City cannot require that private parties to enter into an agreement. Ender explained that it is recommended that a maintenance agreement be established however, it is not a requirement. The adjacent property owners would still have responsibility for their portion of the dam and pond unless a maintenance agreement is established; sharing the responsibility.

Johnson clarified that forcing a maintenance agreement oversteps the jurisdiction of the city. Ender affirmed and explained that there are several City Council members that stated that they would like to see a maintenance agreement before approval of the plat. Johnson stated that it is not in the commission's power to mandate a maintenance agreement for the dam and pond. Wolfe clarified that the commission makes recommendations to the City Council. Johnson explained that the commission, unlike City Council is required to follow specific regulations preventing them from requiring that a maintenance agreement be accompanied with the plat.

Mrs. Van Der Heijden, believes that at the City Council meeting in consideration of the rezoning, the council established the requirement of a maintenance agreement for the final plat. Petersma explained that requiring a maintenance agreement is within the authority of City Council and our recommendation is that a maintenance agreement be established. Wolfe stated that City Council had the same objections and a few City Council members did not intend to vote for approval unless a maintenance agreement was developed between effected parties.

Smith inquired if Lot 10 of Elmerodo Estates Plat 2 and the Outlot 'W' would be parties to a maintenance agreement if one were to be established. Ender explained that the private entities involved in the maintenance agreement would have to be determined who would be included. Ender added the pond extends onto a few adjacent properties.

Gerardus Van Der Heijden, inquired about the separation for Outlot 'W' from Lot 1. Petersma responded that Outlot 'W' was created to protect the dam; to ensure that structures will not be placed near the dam and compromise the integrity of the structure. Ender stated that the City has been in contact with the Iowa Department of Natural Resources Dam Safety Program during the rezoning process and they stated that development in the area of Outlot 'W' would not likely be approved for through their flood plain development permitting process.

Wolfe noted that existing lots were platted as a part of county. With our current platting review processes, we require the boundaries of a pond to be platted on an outlot; the outlot would be owned and maintained by an association. We have required a portion of the applicants property adjacent to the dam be platted as an outlot because that is our current platting process. We cannot force the remaining adjacent property to replat a portion of their lots into an outlot and have an association maintain the pond and the dam. We can only recommend the applicant to engage in a maintenance agreement, require that he accommodate the overland flowage and ensure that properties downstream from the overland flowage are protected.

Mrs. Van Der Heijden believes that the dam has been designated as deficient because the potential for property damage. The residential properties are causing the deficiency of the dam. She discourages building more homes adjacent to the deficient dam. She explained how when the subject property was agricultural land the dam was not deficient because there was not liability of property damage.

Wolfe stated homes cannot be built on Outlot 'V' unless prior approval from the commission and City Council. The creation of Outlot 'V' allows for property transfer and not transfer of the liability of the dam. At that the platting stage, we can determine how the proposed development will be affected by the dam. However, we cannot force the property owners will come together and make a maintenance agreement.

Severino requested clarification on the Van Der Heijden's concerns regarding development of the property to the north of Outlot 'W'. Staff has stated that development in that area will not likely occur because the IDNR will not likely approve a flood plain development permit for the area. Wolfe noted that the DNR stated that homes cannot be built in the flowage area of the dam because structures cannot be built in the over flow area of the dam. There is a portion of the property that is not downstream from the dam however; it is located on a hill. Petersma stated that Lot 1 could be further subdivided. Wolfe added that if Lot 1 were to ever be subdivided it would be difficult if possible to build a structure on the hillside. However, if it were, it would be beyond the over flow part of the dam. Ender stated that if the applicant decided to further subdivide the property the DNR believes that structures could potential be built northeast of the dam. Ender stated that if the applicant decided to subdivide Lot 1 the proposal would need to be reviewed by city staff, the IDNR, the commission and City Council and comply with all zoning regulations.

Severino stated that adjacent properties owners with ownership of the dam and pond would have a greater liability if there were more development adjacent to the dam. He believes that development affecting the dam's designated status unmanaged by adjacent property owners may diminish their desire to enter into a maintenance agreement. Petersma noted that we can only review the current proposal not any probable development and we are unable to legally bind the recommendation of a maintenance agreement.

Severino inquired as to what attempts have been made by the applicant to engage in or encourage the establishment of a maintenance agreement. The applicant noted that the agreements that have been established through the rezoning stated that there will be no maintenance agreement. He stated that he cannot enter into a maintenance agreement and have neighbors dictate property maintenance requirements; such as cutting the grass and trimming the trees. He stated that the City Attorney agrees that this requirement is out of the city's authority. When he had requested to subdivide his property, the adjacent property owners became aware of the potential liability and are now requesting a maintenance agreement be established. We have designated Outlot 'W' and moved the property boundary of Lot 1 further away from the dam. He believes that there should be an outlot around the entire structure of the dam and noted that any development below the dam will go thru the flood plain development and planning and zoning application process. He considers Outlot 'W' as the maintenance agreement because it protects the dam and he believes that the adjacent property owners should subdivide their properties to create an outlot to ensure that the dam is protected.

Jeff Gaddis, Civil Engineering Consultants, the land surveyor, stated that Outlot 'W' was instituted to protect the dam. Initially, they had proposed an easement adjacent to the pond which was rejected. In the case of a catastrophic dam failure, the overflow would damage the applicant's property; the applicant's home is the structure that would be affected if the dam were to break even with the preliminary plan for Hidden Valley Estates. Potentially, Lot 1 could be subdivided; someone may see value on the west end of Lot 1 because it is above the dam. We have allowed for the 50 foot overland flowage easement. The future design engineer needs a 30 foot minimum however, they provided 20 additional feet. 25 feet is required to get the water flow around the corner. The maintenance agreement is an individual landowner contract. He asked if the agreement were established who would be financially responsible and who would enforce the responsibility. The applicant is accepting the largest portion of potential loss and the majority of the value in the land and property. An easement cannot be established on the private land of the adjacent property owners. Gaddis stated that if he had the ability he would establish an outlot around the entire pond and dam he would however; he only has the ability to do so on the subject property.

Mr. Van Der Heijden stated that he has not been contacted by the applicant to have a portion of their property be included in the outlot. Gaddis clarified that he would need to plat their entire property to subdivide a portion of it into an outlot. He clarified that he is functioning as a land surveyor on the applicant's behalf yet, this is the first time that he has heard that Van Der Heijden had a desire to be included in the new plat. Mrs. Van Der Heijden believes that the developer has the majority of the risk of financial and property loss from the deficient dam however he has all the financial benefit of the developing the residual property. She stated that there is no benefit for them however there is increased liability.

Linda Evans, 7820 NW 100th Street, stated that City Council approved rezoning with the requirement that a maintenance agreement be established before the plat would be approved. She believes that the commission should deny the request because the applicant refuses to engage in a maintenance agreement going against staff's recommendation.

Petersma clarified that the recommendation of a maintenance agreement goes to City Council. However, it seems as though many would be in favor of the recommendation. Wolfe clarified that City Council receives their recommendations from the commission. He recalls that at the City Council meeting considering the rezoning, the same topics were discussed and at that time a few council members stated that they would vote no if the plat came before them without a maintenance agreement.

Johnson asked the Van Der Heijden's what they would gain from the development of a maintenance agreement. Mr. Van Der Heijden stated that he does not believe that it is fair to put all the liability and risk of a dam failure on a single property owner. He believes that the liability should be on the city or an association. There should be something in place that creates a

shared liability. He would like to see a platting plan that portrays the plans for the entire subject property to determine the effect and potential liability. He stated that when the property was zoned agricultural there was limited liability of property damage however, the development of residences creates a greater liability. He does not believe that any private individual can accept that responsibility. Johnson clarified Van Der Heijden statement; noting that he desires a maintenance agreement from a liability perspective rather than from a dictation of property maintenance requirements such as cutting the grass and trimming the trees. Van Der Heijden affirmed.

Msr. Van Der Heijden would like a maintenance agreement that disperse the liability amongst all affected parties. She believes that a maintenance agreement would clarify the responsibility and liability of the dam and pond. She requested that the platting process be delayed until there is a comprehensible maintenance agreement established.

Motion by Severino, second by Spencer to approve PZ Case No. 16-20, the Preliminary and Final Plats for Elmerodo Estates Plat 4, 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. Due to the lack of an existing maintenance agreement, the property owner of the proposed Outlot 'W' will have ownership/maintenance responsibilities for their portion of the existing dam/pond. It is recommended that the affected parties develop a permanent maintenance agreement and begin to take steps to ensure that the Benton Dam is no longer classified as a deficient dam by the Iowa Department of Natural Resources. Any modifications to the dam shall be permitted and inspected by the Iowa DNR and should give consideration to potential future development downstream of the dam.
3. Submission of all legal documents prior to City Council action on the Final Plat.

Roll Call Vote:

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

6. Other Business

7. Adjournment

Meeting adjourned at 8:05 PM.

Chair

Secretary



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
October 17, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval J.O. <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:	Attached for your review is the list of claims for payment in the amount of \$513,740.38
FISCAL IMPACT:	Money is available to pay claims in the amount of \$513,740.38
RECOMMENDATION:	By motion approve payment of claims in the amount of \$513,740.38

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
MISC	BIRD, DANIEL	315-010600-02	WATER O/M	NON-DEPARTMENTAL	19.20
	BROCKA, CAMI	BROCKA, CAMI:DEPOSIT RETUR	GENERAL FUND	SIMPSON BARN	162.50
	CLASSIC BUILDERS INC	311-413000-00	WATER O/M	NON-DEPARTMENTAL	44.14
	COLSON, WANDA	COLSON, WANDA:INSURANCE RE	GENERAL FUND	AMBULANCE	84.69
	DUNN, FAITH	DUNN, FAITH:DEPOSIT RETURN	GENERAL FUND	SIMPSON BARN	162.50
	GOODMAN, CARRIE	GOODMAN, CARRIE:DEPOSIT RE	GENERAL FUND	SIMPSON BARN	81.25
	HARJES, SETH	HARJES, SETH:DEPOSIT RETUR	GENERAL FUND	SIMPSON BARN	357.50
	HU, TERRY	STOMRWTR GRANT PROGRAM	STORM WATER O&M	STORM WATER	49.99
	JOHNSTON COMMONS BRO	203-120000-00	WATER O/M	NON-DEPARTMENTAL	63.41
	KREMER, ABBY	KREMER, ABBY: DEPOSIT RETU	GENERAL FUND	SIMPSON BARN	487.50
	PALMER, STACEY	DEPOSIT RETURN - THE BARN	GENERAL FUND	SIMPSON BARN	585.00
	PALMER, STACEY	RENT REFUND - THE BARN	GENERAL FUND	SIMPSON BARN	195.00
	ROTHMAN, MADELINE	ROTHMAN, MADELINE:DEPOSIT	GENERAL FUND	SIMPSON BARN	260.00
	SHELL, KRISTIN	SHELL, KRISTIN:DEPOSIT RET	GENERAL FUND	CROWN POINT	390.00
	WALKER, FRED	WALKER, FRED:DEPOSIT RETUR	GENERAL FUND	CROWN POINT	65.00
	YOUSIF, AZAD	YOUSIF, AZAD:DEPOSIT RETUR	GENERAL FUND	CROWN POINT	227.50
			TOTAL:		<u>3,235.18</u>
ACLARA TECHNOLOGIES, LLC	REPAIR OF DCU	WATER O/M	WATER		<u>3,500.00</u>
			TOTAL:		<u>3,500.00</u>
ACME TOOLS	STIHL COMMERCIAL LEAF BLOW	GENERAL FUND	PARKS & TRAILS		<u>190.00</u>
			TOTAL:		<u>190.00</u>
ACTIVE911, INC	FD ALERTING SYSTEM	GENERAL FUND	FIRE		25.98
	FD ALERTING SYSTEM	GENERAL FUND	AMBULANCE		<u>25.98</u>
			TOTAL:		<u>51.96</u>
AGRILAND FS	Fertilizer	GENERAL FUND	PARKS & TRAILS		3,967.40
	GRASS SEED	GENERAL FUND	PARKS & TRAILS		<u>233.68</u>
			TOTAL:		<u>4,201.08</u>
AHLERS & COONEY PC	EMPLOYMENT LAW RETAINER FE	GENERAL FUND	LEGAL		<u>1,650.00</u>
			TOTAL:		<u>1,650.00</u>
AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL LEADERSHIP PROG. DU	GENERAL FUND	ROADS,BRIDGES,SIDEWALK		50.00
			TOTAL:		<u>50.00</u>
ANIMAL RESCUE LEAGUE OF IOWA	LIVE ANIMAL INTAKE SERVICE	GENERAL FUND	ANIMAL CONTROL		<u>250.00</u>
			TOTAL:		<u>250.00</u>
ARAMARK UNIFORM SERVICES	UNIFORMS	GENERAL FUND	PARKS & TRAILS		186.15
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING		5.62
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING		5.62
	UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		305.85
	UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		228.07
	UNIFORMS	WATER O/M	WATER		90.52
	UNIFORMS	WATER O/M	WATER		67.84
	UNIFORMS	SEWER O/M	WASTEWATER		90.52
	UNIFORMS	SEWER O/M	WASTEWATER		<u>67.83</u>
			TOTAL:		<u>1,048.02</u>
ARNOLD MOTOR SUPPLY, LLP	AIR, OIL AND VARIOUS FILTE	GENERAL FUND	POLICE		55.90
	ANTIFREEZE	GENERAL FUND	PARKS & TRAILS		8.49
	AIR, FUEL AND OIL FILTERS	GENERAL FUND	PARKS & TRAILS		111.53
	ENIGINE OIL	GENERAL FUND	PARKS & TRAILS		5.26

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AIR, OIL AND VARIOUS FILTE ROAD USE TAX		ROADS, BRIDGES, SIDEWALK	43.38
	AIR, OIL AND VARIOUS FILTE WATER O/M		WATER	6.51
	AIR, OIL AND VARIOUS FILTE SEWER O/M		WASTEWATER	6.51
			TOTAL:	237.58
AUREON TECHNOLOGY	PHONE/INTERNET SRVS- STAT. GENERAL FUND		FIRE	111.45
	PHONE/INTERNET SRVS- STAT. GENERAL FUND		AMBULANCE	111.45
			TOTAL:	222.90
BEST PORTABLE TOILETS	TOILET RENTAL SERVICES	GENERAL FUND	PARKS & TRAILS	120.00
			TOTAL:	120.00
BEST WINDOW TINTING	WINDOW TINTING- PSB MTG. R GENERAL FUND		POLICE	165.38
	WINDOW TINTING- PSB MTG. R GENERAL FUND		FIRE	74.81
	WINDOW TINTING- PSB MTG. R GENERAL FUND		AMBULANCE	74.81
			TOTAL:	315.00
BLUE TARP FINANCIAL	UTILITY KNIFE, BARREL PUMP GENERAL FUND		FIRE	40.48
	STATION SUPPLIES- TOTES	GENERAL FUND	AMBULANCE	40.48
			TOTAL:	80.96
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	1,748.27
			TOTAL:	1,748.27
CAPITAL CITY EQUIPMENT CO	RENTAL SERVICES - BED EDGE NW 62ND& 103RD INT		ROADS, BRIDGES, SIDEWA	145.00
	RENTAL SERVICES - TILLER NW 62ND& 103RD INT		ROADS, BRIDGES, SIDEWA	75.00
			TOTAL:	220.00
CARQUEST AUTO PARTS	CLIPS	GENERAL FUND	POLICE	9.50
			TOTAL:	9.50
CENTURY LINK	PHONE SERVICE - PSB	GENERAL FUND	POLICE	66.82
	PHONE SERVICE - PSB	GENERAL FUND	FIRE	30.22
	PHONE SERVICE - PSB	GENERAL FUND	AMBULANCE	30.22
			TOTAL:	127.26
CHARLES GABUS FORD	PATROL CAR REPAIR	GENERAL FUND	POLICE	327.34
			TOTAL:	327.34
CHILES, MATTHEW	REIMBURSEMENT-TRAVEL/TRAIN	GENERAL FUND	POLICE	62.38
			TOTAL:	62.38
CINTAS CORPORATION #762	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	37.49
			TOTAL:	112.47
COMMUNICATION INNOVATORS, INC.	PHONE/NETWORK MAINT. SERVI	GENERAL FUND	POLICE	237.31
	PD VOICE RECORDING	GENERAL FUND	POLICE	95.35
	FIBER PATCH CORDS-CROWN PO	GENERAL FUND	FIRE	458.72
	PHONE/NETWORK MAINT. SERVI	GENERAL FUND	FIRE	107.35
	FIBER PATCH CORDS-CROWN PO	GENERAL FUND	AMBULANCE	458.72
	PHONE/NETWORK MAINT. SERVI	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
	FIBER PATCH CORDS-CROWN PO	GENERAL FUND	PARKS & TRAILS	1,776.89

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FIBER PATCH CORDS-CROWN PO	GENERAL FUND	PARKS & TRAILS	110.00
	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:	4,210.29
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	BULBS FOR PARKING LOT LIGH	GENERAL FUND	CITY HALL	36.72
			TOTAL:	36.72
COPY SYSTEMS INC	COPIER MAINT. & COPIES	GENERAL FUND	POLICE	244.54
	COPIER MAINT. & COPIES	GENERAL FUND	FIRE	50.25
	COPIER MAINT. & COPIES	GENERAL FUND	AMBULANCE	50.25
	COPIER MAINT. & COPIES	GENERAL FUND	FINANCE	26.30
			TOTAL:	371.34
CSB INSURANCE	ADDL' VEHICLE INSURANCE	GENERAL FUND	PROPERTY,WORK COMP,INS	535.00
			TOTAL:	535.00
CYNDEE RHAMES	REIMBURSE-NEOGOV CONF. AIR	GENERAL FUND	CITY ADMINISTRATOR	307.48
			TOTAL:	307.48
DASH MEDICAL GLOVES	NITRILE EVIDENCE GLOVES -	GENERAL FUND	POLICE	83.80
			TOTAL:	83.80
DAVIS SEPTIC TANK SERVICE	CLEANING/DISPOSAL-GREASE T	GENERAL FUND	CROWN POINT	325.00
			TOTAL:	325.00
DELL MARKETING	Warranty for Exchange Ser	GENERAL FUND	CITY ADMINISTRATOR	1,527.29
			TOTAL:	1,527.29
DES MOINES PEST CONTROL	PEST CONTROL SERVICES	GENERAL FUND	PARKS & TRAILS	375.00
			TOTAL:	375.00
DES MOINES WATER WORKS	WATER SERVICE-5136 MHR	WATER O/M	WATER	37,782.51
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
	WATER SERVICE - 6201 NW BE	WATER O/M	WATER	167,557.22
	AVAILABILITY CHARGE	WATER O/M	WATER	97.00
	WATER SERVICE - 5134 MHR	WATER O/M	WATER	28,473.78
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
			TOTAL:	234,060.51
ELECTRONIC ENGINEERING COMPANY	TOWER SERVICE	GENERAL FUND	POLICE	12.00
			TOTAL:	12.00
EXTERIOR SHEET METAL	PIPE COVERING - STAT. 40	GENERAL FUND	FIRE	218.28
	EMERG. ROOF REPAIR- PW BLD	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	2,065.36
			TOTAL:	2,283.64
FIRE ENGINEERING	FIRE ENGINEERING SUBSCRIPT	GENERAL FUND	FIRE	29.00
			TOTAL:	29.00
FIRE RECOVERY EMS (FRUSA-EMS)	AUGUST CHARGES	GENERAL FUND	AMBULANCE	1,470.80

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,470.80
FIRST CHOICE DISTRIBUTION	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	145.52
	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	238.63
			TOTAL:	384.15
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC	JOHNSTON GEN. ENG. SERVICE	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	1,085.50
	JOHNSTON GEN. ENG. SERVICE	SIGNALIZATION PROJ	ROADS, BRIDGES, SIDEWA	1,536.00
			TOTAL:	2,621.50
FOUR CORNERS FEED	STRAW	GENERAL FUND	PARKS & TRAILS	8.00
			TOTAL:	8.00
G & S SERVICE	SERVICES - JUMP START	GENERAL FUND	POLICE	30.00
			TOTAL:	30.00
GEMPLER'S	MARKING FLAGS, MARKING PAI	GENERAL FUND	PARKS & TRAILS	71.55
	DEER REPEL & ARBORTIES	TREES	TREES	283.82
			TOTAL:	355.37
GENTOSI, MICHAEL P	REIMBURSE - CEREMONY SUPPL	GENERAL FUND	FIRE	28.84
	REIMBURSE-CEREMONY SUPPLIE	GENERAL FUND	FIRE	24.01
	REIMBURSE - CEREMONY SUPPL	GENERAL FUND	AMBULANCE	28.83
	REIMBURSE-CEREMONY SUPPLIE	GENERAL FUND	AMBULANCE	24.01
			TOTAL:	105.69
GLASS & SONS ELECTRIC INC	ELECTRICAL SERVICES- STAT.	GENERAL FUND	FIRE	787.50
	ELECTRICAL SERVICES- STAT.	GENERAL FUND	AMBULANCE	787.50
			TOTAL:	1,575.00
HD SUPPLY WATERWORKS	STOP BOX LIDS	WATER O/M	WATER	45.90
	LPS VALVES	SEWER O/M	WASTEWATER	365.10
			TOTAL:	411.00
HILLYARD/DES MOINES	JANITORIAL/BLDG. SUPPLIES	GENERAL FUND	PARKS & TRAILS	127.52
	FLOOR CLEANER	GENERAL FUND	SIMPSON BARN	20.07
			TOTAL:	147.59
HY-VEE, INC	BREAKROOM SUPPLIES- PD	GENERAL FUND	POLICE	39.48
	BREAKROOM SUPPLIES	GENERAL FUND	POLICE	25.52
	CLEANING/LAUNDRY SUPPLIES	GENERAL FUND	FIRE	45.96
	CLEANING/BLDG. SUPPLIES	GENERAL FUND	FIRE	37.48
	CLEANING SUPPLIES	GENERAL FUND	FIRE	2.84
	911 MEMORIAL - FLOWERS	GENERAL FUND	FIRE	10.60
	CLEANING/LAUNDRY SUPPLIES	GENERAL FUND	AMBULANCE	45.96
	CLEANING/BLDG. SUPPLIES	GENERAL FUND	AMBULANCE	37.47
	CLEANING SUPPLIES	GENERAL FUND	AMBULANCE	2.84
	ADULT PROG. SUPPLIES	GENERAL FUND	LIBRARY	54.99
	BREAKROOM SUPPLIES - CITY	GENERAL FUND	CITY ADMINISTRATOR	55.80
	BREAKROOM SUPPLIES - CITY	GENERAL FUND	CITY ADMINISTRATOR	58.64
	SENIOR FUN NIGHT MEAL	SENIOR CITIZENS	RECREATION	115.00
			TOTAL:	532.58
INFOMAX OFFICE SYSTEMS	COPIER LEASE & COPIES	GENERAL FUND	PARKS & TRAILS	121.72
			TOTAL:	121.72

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA DEPT OF TRANSPORTATION	THERMAL FAX PAPER-PATROL C	GENERAL FUND	POLICE	265.68
	SAWZALL BLADES, GLOVES, OI	GENERAL FUND	PARKS & TRAILS	175.24
	BRAKE/CLUTCH CLEANER, OIL	GENERAL FUND	PARKS & TRAILS	131.10
	ZIP TIES	GENERAL FUND	PARKS & TRAILS	40.00
	ZIP TIES AND WHITE PAINT	GENERAL FUND	PARKS & TRAILS	73.84
	TOTAL:			685.86
IOWA DEPT. OF PUBLIC SAFETY	IOWA ON-LINE WARRANTS SYST	GENERAL FUND	POLICE	963.00
			TOTAL:	963.00
IOWA ELECTRICAL EXAMINING BOARD (IEEB)	ELECTRICAL EXAM FEE - RARD	WATER O/M	WATER	375.00
			TOTAL:	375.00
IOWA INDIVIDUAL HEALTH BENEFIT REINSUR	2014 IHBRA ASSESSMENT	HEALTH DEDUCTIBLE	INTERNAL SERVICE	1,616.80
			TOTAL:	1,616.80
IOWA LAW ENFORCEMENT ACADEMY	"BLUE COURAGE" TRAINING	GENERAL FUND	POLICE	150.00
			TOTAL:	150.00
IOWA PUMP WORKS	EMERG. REPAIR-SUNSET LIFTS	SEWER O/M	WASTEWATER	955.60
			TOTAL:	955.60
JAMES SANDERS	REIMBURSEMENT- MEALS-ICMA	GENERAL FUND	CITY ADMINISTRATOR	45.85
			TOTAL:	45.85
JORDAN CREEK CAR WASH	PATROL CAR WASHES- JULY-SE	GENERAL FUND	POLICE	697.00
			TOTAL:	697.00
KAT NURSERIES, IOWA	VARIOUS PLANTS-NW 62ND AVE	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	730.50
			TOTAL:	730.50
KELTEK INCORPORATED	REMOVAL OF EQUIPMENT	EQUIP REPLACEMENT	POLICE OPERATIONS	401.40
			TOTAL:	401.40
KEYSTONE LABORATORIES	MONTHLY WATER ANALYSIS	WATER O/M	WATER	172.50
			TOTAL:	172.50
KUM & GO, LC	FUEL	GENERAL FUND	POLICE	44.76
			TOTAL:	44.76
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	50.50
	PRINTER MAINT. & COPIES	SEWER O/M	WASTEWATER	50.49
			TOTAL:	100.99
LEXIS NEXIS RISK MANAGEMENT INC.	SEARCH ENGINE CONTRACT FEE	GENERAL FUND	POLICE	40.50
			TOTAL:	40.50
LOGAN CONTRACTORS SUPPLY INC	KILL SWITCH FOR LEAF BLOWE	GENERAL FUND	PARKS & TRAILS	1.34
	CONCRETE BAGS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	96.00
	TACK FOR ASPHALT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	52.95
			TOTAL:	150.29

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MANATT'S INC	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	360.50
	CONCRETE PURCHASES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	40.00
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	824.00
			TOTAL:	1,224.50
MARSHALLTOWN POLICE DEPARTMENT	2016 IA IAI EDUCATIONAL CO GENERAL FUND		POLICE	150.00
			TOTAL:	150.00
MENARDS ANKENY	TOP SOIL (62nd round-a-bou NW 62ND& 103RD INT		ROADS, BRIDGES, SIDEWA	19.90
	TOP SOIL (nw 62nd ave proj NW 62ND& 103RD INT		ROADS, BRIDGES, SIDEWA	19.90
			TOTAL:	39.80
METRO WASTE AUTHORITY	PREMIUM COMPOST-IT PROG. S GENERAL FUND		GARBAGE, RECYCLING, COMP	80.00
			TOTAL:	80.00
MID AMERICAN ENERGY	6373 MERLE HAY RD - PSB	GENERAL FUND	POLICE	2,181.13
	5604 NW 87TH ST - SIREN	GENERAL FUND	EMERGENCY MANAGEMENT	13.15
	9425 NW NEWGATE	GENERAL FUND	EMERGENCY MANAGEMENT	19.43
	9001 NW BEAVER	GENERAL FUND	EMERGENCY MANAGEMENT	20.04
	7001 NW BEAVER	GENERAL FUND	EMERGENCY MANAGEMENT	12.67
	5501 NW 57TH	GENERAL FUND	EMERGENCY MANAGEMENT	11.81
	9706 VALLEY PKWY - SIREN	GENERAL FUND	EMERGENCY MANAGEMENT	20.28
	6015 NW 62ND	GENERAL FUND	FIRE	0.00
	6015 NW 62ND	GENERAL FUND	FIRE	0.00
	10225 NW 62ND AVE-STAT. 2	GENERAL FUND	FIRE	373.06
	6373 MERLE HAY RD - PSB	GENERAL FUND	FIRE	986.70
	6015 NW 62ND	GENERAL FUND	AMBULANCE	0.00
	6015 NW 62ND	GENERAL FUND	AMBULANCE	0.00
	10225 NW 62ND AVE-STAT 2	GENERAL FUND	AMBULANCE	373.05
	6373 MERLE HAY RD - PSB	GENERAL FUND	AMBULANCE	986.69
	6400 NW BEAVER DR-MAIN BLD	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	131.77
	6400 NW BEAVER-STREET SHOP	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	295.90
	6400 NW BEAVER DR BLDG A	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	0.00
	6700 MERLE HAY ROAD	GENERAL FUND	LIBRARY	4,372.00
	5225 NW 64TH	GENERAL FUND	PARKS & TRAILS	64.74
	6400 NW BEAVER-PARKS BLDG	GENERAL FUND	PARKS & TRAILS	308.06
	5820 NW 86TH	GENERAL FUND	PARKS & TRAILS	20.27
	6400 NW BEAVER DR-MAIN BLD	GENERAL FUND	PARKS & TRAILS	131.77
	5964 WINWOOD	GENERAL FUND	PARKS & TRAILS	122.97
	5701 COLUMBINE	GENERAL FUND	PARKS & TRAILS	185.27
	6400 PIONEER	GENERAL FUND	PARKS & TRAILS	0.00
	7500 NW 54TH AVE	GENERAL FUND	PARKS & TRAILS	67.09
	7376 NW 54TH AVE	GENERAL FUND	PARKS & TRAILS	10.00
	6169 NORTHGLENN BARN	GENERAL FUND	SIMPSON BARN	122.36
	6191 NORTHGLENN	GENERAL FUND	SIMPSON BARN	10.39
	6161 NORTHGLENN	GENERAL FUND	SIMPSON BARN	155.87
	6300 PIONEER	GENERAL FUND	CROWN POINT	945.36
	5625 NW 100TH	GENERAL FUND	CITY ADMINISTRATOR	44.66
6385 MERLE HAY RD	GENERAL FUND	CITY ADMINISTRATOR	0.00	
5730 NW 64TH PLACE	GENERAL FUND	CITY ADMINISTRATOR	0.00	
9402 NW 62ND AVE	GENERAL FUND	CITY ADMINISTRATOR	38.14	
7205 NW 107TH ST	GENERAL FUND	CITY ADMINISTRATOR	0.00	
6221 MERLE HAY ROD	GENERAL FUND	CITY HALL	2,865.10	
7303 NW 62ND AVE	ROAD USE TAX	STREET LIGHTING	0.00	
5398 NW 86TH	ROAD USE TAX	STREET LIGHTING	25.79	
9213 NEWGATE	ROAD USE TAX	STREET LIGHTING	41.96	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8601 NW NEWGATE	ROAD USE TAX	STREET LIGHTING	169.67
	10001 NW 70TH	ROAD USE TAX	STREET LIGHTING	0.00
	8500 NW 62ND	ROAD USE TAX	STREET LIGHTING	174.99
	5402 FOXBORO	ROAD USE TAX	STREET LIGHTING	96.73
	7001 NW 62ND	ROAD USE TAX	STREET LIGHTING	0.00
	8652 CRESCENT CHASE	ROAD USE TAX	STREET LIGHTING	0.00
	8599 CHAMBERY	ROAD USE TAX	STREET LIGHTING	377.84
	8691 LYNDHURST	ROAD USE TAX	STREET LIGHTING	51.10
	6998 NW 86TH	ROAD USE TAX	STREET LIGHTING	74.71
	STREET LIGHTS	ROAD USE TAX	STREET LIGHTING	18,203.50
	6112 CRESCENT CHASE	ROAD USE TAX	STREET LIGHTING	242.18
	8599 WINDSOR	ROAD USE TAX	STREET LIGHTING	82.94
	5722 NW 86TH ST- STR. LGT	ROAD USE TAX	STREET LIGHTING	36.97
	7301 NW 62ND AVE	ROAD USE TAX	TRAFFIC CONTROL	0.00
	6600 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	41.96
	6748 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	11.44
	5171 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	39.72
	6150 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	20.27
	6198 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	27.39
	6705 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	17.49
	5401 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	26.41
	6203 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	18.01
	5561 NW 86TH ST	ROAD USE TAX	TRAFFIC CONTROL	43.19
	5988 NW 100TH ST FL	ROAD USE TAX	TRAFFIC CONTROL	11.18
	7098 NW 70TH	ROAD USE TAX	TRAFFIC CONTROL	36.02
	5862 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	76.33
	5201 NW 86TH	ROAD USE TAX	TRAFFIC CONTROL	38.03
	5801 NW 70TH	ROAD USE TAX	TRAFFIC CONTROL	44.33
	6503 NW 62ND	ROAD USE TAX	TRAFFIC CONTROL	114.85
	6191 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	22.90
	5603 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	43.14
	5923 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	29.88
	5398 NW BEAVER	ROAD USE TAX	TRAFFIC CONTROL	20.67
	5748 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	37.72
	5827 MERLE HAY ROAD	ROAD USE TAX	TRAFFIC CONTROL	40.19
	7249 NW 54TH AVE	ROAD USE TAX	TRAFFIC CONTROL	10.11
	7887 NW 62ND AVE-TUNNEL LI	ROAD USE TAX	TRAFFIC CONTROL	79.92
	7418 NW 62ND AVE - SURV. C	ROAD USE TAX	TRAFFIC CONTROL	14.59
	6198 NW 100TH ST - SIGNAL	ROAD USE TAX	TRAFFIC CONTROL	23.62
	54TH/100TH ST.PROJ. STR.LI	54th AVENUE IMPROV	ROADS, BRIDGES, SIDEWALK	49,603.73
	5134 MERLE HAY ROAD	WATER O/M	WATER	56.46
	7789 NW BEAVER	WATER O/M	WATER	2,490.39
	6144 NW 86TH	WATER O/M	WATER	80.19
	6900 PIONEER	WATER O/M	WATER	115.36
	5625 NW 100TH	WATER O/M	WATER	0.00
	6640 MERLE HAY RD	WATER O/M	WATER	250.22
	5102 NW BEAVER	WATER O/M	WATER	0.00
	7821 NW 54TH	WATER O/M	WATER	1,901.90
	6600 NW BEAVER	WATER O/M	WATER	11.70
	6400 NW BEAVER DR-MAIN BLD	WATER O/M	WATER	131.77
	5136 MERLE HAY ROAD	WATER O/M	WATER	10.19
	6400 NW BEAVER DR - WTR/SW	WATER O/M	WATER	151.33
	5277 NW BEAVER	WATER O/M	WATER	14.45
	8688 NW BEAVER DR - PUMP	WATER O/M	WATER	28.76
	8418 LAKEVIEW	SEWER O/M	WASTEWATER	96.01
	8708 OVERLOOK CT	SEWER O/M	WASTEWATER	95.15

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	6400 NW BEAVER DR-MAIN BLD	SEWER O/M	WASTEWATER	131.77
	8716 NW 84TH	SEWER O/M	WASTEWATER	390.62
	6400 NW BEAVER DR - WTR/SW	SEWER O/M	WASTEWATER	151.32
	5817 WINWOOD	SEWER O/M	WASTEWATER	0.00
	6601 NW BEAVER	SEWER O/M	WASTEWATER	53.01
	7605 NW 107TH STREET	SEWER O/M	WASTEWATER	23.30
	8414 LAKEVIEW DRIVE	SEWER O/M	WASTEWATER	10.39
	7605 NW 107TH STREET	SEWER O/M	WASTEWATER	59.82
	10628 CANTERBURY PL-LIFT S	SEWER O/M	WASTEWATER	54.98
			TOTAL:	91,270.29
MIKES ADEL POWER EQUIPMENT	CHUTE	GENERAL FUND	PARKS & TRAILS	46.36
	VARIOUS FILTERS	GENERAL FUND	PARKS & TRAILS	109.29
	OIL	GENERAL FUND	PARKS & TRAILS	106.37
	CREDIT ON CHUTE	GENERAL FUND	PARKS & TRAILS	23.18-
			TOTAL:	238.84
MILLER NURSERY CO	TREES	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	664.74
	PLANTS FOR 62ND ROUND-A-BO	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	279.20
			TOTAL:	943.94
MULCH MART, LLC	MULCH	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	200.00
	MULCH	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	200.00
	MULCH	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	200.00
			TOTAL:	600.00
MUNICIPAL SUPPLY INC	PARTS FOR WTR MAIN REPAIR	WATER O/M	WATER	267.10
	PARTS FOR WTR MAIN REPAIR	WATER O/M	WATER	285.60
	SEWER LIDS	SEWER O/M	WASTEWATER	120.00
			TOTAL:	672.70
McCLAIN, CALE	REIMBURSEMENT - FUEL	GENERAL FUND	POLICE	30.14
			TOTAL:	30.14
McKINNEY EXCAVATING, LLC	EMERG. TRAFFIC SIGNAL REPA	ROAD USE TAX	TRAFFIC CONTROL	1,141.25
	WATER LEAK REPAIR-8181 BEA	WATER O/M	WATER	3,137.07
			TOTAL:	4,278.32
O'HALLORAN INTERNATIONAL INC	CLAMP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	13.79
			TOTAL:	13.79
PAYLESS OFFICE PRODUCTS	4 NOTARY STAMPS	GENERAL FUND	POLICE	91.96
	INKED STAMP, MARKERS, PENS	GENERAL FUND	POLICE	8.88
	INKED STAMP	GENERAL FUND	POLICE	21.57
	MARKERS	GENERAL FUND	POLICE	2.39
	SCISSORS, LABELS, STENO BO	GENERAL FUND	POLICE	133.13
	SCISSORS	GENERAL FUND	POLICE	1.99
	RETURN - STAPLER	GENERAL FUND	POLICE	9.99-
	RETURN - PAPERCLIPS	GENERAL FUND	POLICE	11.96-
	RETURN - MARKERS DAMAGED	GENERAL FUND	POLICE	2.39-
	TONER FOR PRINTER	GENERAL FUND	BUILDING & HOUSING	150.00
	SIGN HOLDER	GENERAL FUND	BUILDING & HOUSING	21.89
	BUSINESS CARD HOLDER	GENERAL FUND	BUILDING & HOUSING	9.58
	SHEET PROTECTORS	GENERAL FUND	BUILDING & HOUSING	23.58
	TONER FOR PRINTER	GENERAL FUND	PLANNING & ZONING	149.99
	RETURN - PAPER	GENERAL FUND	PLANNING & ZONING	16.69-

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	573.93
PLUMB SUPPLY	TAP AND DIE SET	WATER O/M	WATER	72.50
	TAP AND DIE SET	SEWER O/M	WASTEWATER	72.50
			TOTAL:	145.00
POLK COUNTY	WATERSHED-COST SHARE PROPO	STORM WATER O&M	STORM WATER	2,600.00
			TOTAL:	2,600.00
POLK COUNTY RECORDER	RECORDING- EASEMENT VACATI	GENERAL FUND	PLANNING & ZONING	27.00
	RECORDING- BOA WILKE RESOL	GENERAL FUND	PLANNING & ZONING	12.00
	RECORDING-STMWTR MAINT. AG	GENERAL FUND	PLANNING & ZONING	32.00
			TOTAL:	71.00
POLK COUNTY TREASURER	R-O-W TAXES - NW 70TH PROJ	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK	28.00
	R-O-W TAXES- NW 70TH PROJ.	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK	2.00
	R-O-W TAXES - NW 70TH PROJ	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK	16.00
	R-O-W TAXES - NW 70TH PROJ	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK	28.00
			TOTAL:	74.00
PRICE, EMILY	REIMBURSEMENT- TRAVEL/TRAI	GENERAL FUND	COMMUNICATIONS	666.83
			TOTAL:	666.83
RACOM CORPORATION	HAND HELD RADIO CONTROLLER	GENERAL FUND	POLICE	884.25
			TOTAL:	884.25
RELIABLE MAINTENANCE CO.	CLEANING SERVICES - PSB	GENERAL FUND	POLICE	1,750.68
			TOTAL:	1,750.68
ROCKMOUNT RESEARCH & ALLOYS	WELDING WIRE	WATER O/M	WATER	256.99
			TOTAL:	256.99
RODAN OFFICE CLEANING, LLC	CLEANING SERVICES - CITY H	GENERAL FUND	CITY HALL	1,083.00
			TOTAL:	1,083.00
RYAN HANSEN	REIMBURSE-TRAVEL/TRAINING	GENERAL FUND	POLICE	70.23
	REIMBURSE-MEALS WHILE TRAI	GENERAL FUND	POLICE	16.94
			TOTAL:	87.17
SECRETARY OF STATE	NOTARY RENEWAL - DZAFERAGI	GENERAL FUND	POLICE	30.00
			TOTAL:	30.00
SNYDER & ASSOCIATES INC	TERRA LAKE PARK- PHASE 1	TERRA LAKE	PARKS & TRAILS	14,900.00
			TOTAL:	14,900.00
STAPLES ADVANTAGE	BINDERCLIPS, STAPLES,MOUSE	GENERAL FUND	CITY ADMINISTRATOR	52.55
	STAPLES	GENERAL FUND	CITY ADMINISTRATOR	4.79
			TOTAL:	57.34
STIVERS FORD INC	PATROL CAR REPAIR - #418	GENERAL FUND	POLICE	149.74
			TOTAL:	149.74
STOREY KENWORTHY/MATT PARROTT	WTR SERVICE DISCONNECT NOT	WATER O/M	WATER	140.43
	WTR SERVICE DISCONNECT NOT	SEWER O/M	WASTEWATER	140.42
			TOTAL:	280.85

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SUMMIT COMPANIES	SPRINKLER/BACKFLOW INSPECT	GENERAL FUND	FIRE	210.00
			TOTAL:	210.00
SUN BADGE	CAPPIECE AND BADGES	GENERAL FUND	POLICE	256.00
			TOTAL:	256.00
TELRITE CORPORATION	LONG DISTANCE SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	11.01
			TOTAL:	11.01
TERESA ROTSCHAFFER	MILEAGE REIMBURSEMENT-ICMA	GENERAL FUND	CITY ADMINISTRATOR	108.73
	MILEAGE REIMBURSEMENT-ICMA	WATER O/M	WATER	36.24
	MILEAGE REIMBURSEMENT-ICMA	SEWER O/M	WASTEWATER	36.24
			TOTAL:	181.21
TITAN ENERGY SYSTEMS INC, DBA PIONEER	GENERATOR REPAIR-PUMP STAT	WATER O/M	WATER	855.75
	GENERATOR REPAIR-MH BOOSTE	WATER O/M	WATER	185.50
	GENERATOR REPAIR-ORCHARD M	SEWER O/M	WASTEWATER	849.25
			TOTAL:	1,890.50
TK CONCRETE	GREEN MEADOWS FLUME	2012 STORM DRAINAG	STORM SEWER	27,932.70
			TOTAL:	27,932.70
TOMPKINS INDUSTRIES INC	HOSE ASSEMBLY & PROTECTOR	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	163.77
			TOTAL:	163.77
TOTALFUNDS BY HASLER	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	POLICE	42.64
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	8.16
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	PARKS & TRAILS	5.51
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	PLANNING & ZONING	86.01
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	CITY ADMINISTRATOR	45.32
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	CITY ADMINISTRATOR	32.68
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	CITY CLERK	0.47
	SEPTEMBER POSTAGE- ALL DEP	GENERAL FUND	FINANCE	104.58
	SEPTEMBER POSTAGE- ALL DEP	WATER O/M	WATER	323.30
	SEPTEMBER POSTAGE- ALL DEP	SEWER O/M	WASTEWATER	323.30
			TOTAL:	971.97
TRIACTIVE AMERICA, INC.	Air Strider	GENERAL FUND	PARKS & TRAILS	1,545.00
	Recumbent Bike	GENERAL FUND	PARKS & TRAILS	1,325.00
	Rowing Machine	GENERAL FUND	PARKS & TRAILS	1,325.00
	Frieght	GENERAL FUND	PARKS & TRAILS	705.00
			TOTAL:	4,900.00
TRISTAN JOHNSON	REIMBURSE-WTR RESCUE BUMPE	GENERAL FUND	FIRE	86.88
	REIMBURSE-WTR RESCUE BUMPE	GENERAL FUND	AMBULANCE	86.87
			TOTAL:	173.75
TYLER TECHNOLOGIES	REPORT WRITER SEAT MAINT.	GENERAL FUND	CITY ADMINISTRATOR	144.90
	ON-LINE PAYMENTS FEE-OCT.	WATER O/M	WATER	92.00
	ON-LINE PAYMENTS FEE-OCT.	SEWER O/M	WASTEWATER	92.00
			TOTAL:	328.90
ULIN, BEN	COMEDY MAGIC SHOW- SENIORS	SENIOR CITIZENS	RECREATION	300.00
			TOTAL:	300.00
ULTRAMAX		GENERAL FUND	POLICE	1,760.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,760.00</u>
UNITED STATES POSTAL SERVICE	POSTAGE- OCTOBER WATER BIL WATER O/M		WATER	1,256.89
	POSTAGE- OCTOBER WATER BIL SEWER O/M		WASTEWATER	<u>1,256.88</u>
			TOTAL:	<u>2,513.77</u>
UNIVERSAL PRINTING SERVICES	BUSINESS CARDS - CLARK	GENERAL FUND	FIRE	44.50
	BUSINESS CARDS - CLARK	GENERAL FUND	AMBULANCE	44.50
	WORK CLOTHING- BLDG. DEPT.	GENERAL FUND	BUILDING & HOUSING	<u>660.56</u>
			TOTAL:	<u>749.56</u>
WILSON BROS	MOSQUITO CONTROL SERVICES	GENERAL FUND	MOSQUITO CONTROL	<u>1,250.00</u>
			TOTAL:	<u>1,250.00</u>
WOOD DUCK TREE FARMS	TREES - (BCNRA)	TREES	TREES	<u>3,650.00</u>
			TOTAL:	<u>3,650.00</u>
XEROX CORPORATION	COPIER MAINT. & COPIES	GENERAL FUND	BUILDING & HOUSING	119.71
	COPIER MAINT. & COPIES	GENERAL FUND	PLANNING & ZONING	<u>119.71</u>
			TOTAL:	<u>239.42</u>

===== FUND TOTALS =====

010	GENERAL FUND	66,779.17
040	EQUIP REPLACEMENT RESERVE	401.40
140	ROAD USE TAX	23,737.30
170	SENIOR CITIZENS	415.00
172	TREES	<u>3,933.82</u>
315	NW 62ND& 103RD INT-NCL	2,534.24
335	SIGNALIZATION PROJECTS	1,536.00
340	TERRA LAKE	14,900.00
342	2012 STORM DRAINAGE IMP	27,932.70
345	54th AVENUE IMPROVEMENTS	49,603.73
346	70TH AVE IMP (86TH-107TH)	74.00
601	WATER O/M	250,743.52
631	SEWER O/M	5,588.41
671	STORM WATER O&M	2,649.99
950	HEALTH DEDUCTIBLE CLAIMS	1,616.80

 GRAND TOTAL: 452,446.08

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF DES MOINES	WRA	SEWER O/M	WASTEWATER	24,041.40
	WRA	SEWER O/M	WASTEWATER	8,315.50
	WRA	SEWER O/M	WASTEWATER	<u>28,822.40</u>
			TOTAL:	61,179.30

===== FUND TOTALS =====	
631 SEWER O/M	61,179.30

GRAND TOTAL:	61,179.30

TOTAL PAGES: 1

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA DEPARTMENT OF INSURANCE	15/16 509A FILING FEE	HEALTH DEDUCTIBLE	INTERNAL SERVICE	100.00
	LATE FEE FOR 509A FILING	HEALTH DEDUCTIBLE	INTERNAL SERVICE	<u>15.00</u>
			TOTAL:	115.00

===== FUND TOTALS =====	
950 HEALTH DEDUCTIBLE CLAIMS	115.00

GRAND TOTAL:	115.00

TOTAL PAGES: 1



CITY OF JOHNSTON
SURFACE WATER
MONITORING
JULY 2016 WATER QUALITY MONITORING
SUMMARY

PREPARED BY:

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OCTOBER 2016

2016 Data Collection

This represents the fourth year of collection and analysis of water samples from surface waters at selected locations in Johnston. The attached report from James Luzier with the University of Iowa State Hygienic Laboratory provides an analysis of the samples collected on July 15, 2016. Below is a summary of the twelve collection locations and summary of historic collection data to supplement Mr. Luzier's report.

Collection Sites

In total, collections are pulled from ten sites throughout the community to allow for an analysis of changes to water quality over time. These locations have been identified as key locations for drainage in/through Johnston and many represent locations up or downstream from planned construction projects.

In 2016, one new collection site was added at the pond at the newly constructed Greenwood Hills Pond (Site #12) located west of NW 86th Street. This pond construction was completed in 2015 following a more than \$3 million investment in constructing the pond and stabilizing the upstream channel which had been suffering from extreme erosion. Data from this site, and site C#2, which is downstream of the pond along Foxboro Road will allow a tracking of the water quality improvements in this basin as a result of the Greenwood Hills Pond project as well as a pending Green Meadows West Channel Stabilization project scheduled in 2017/2018.

All location sites are shown on the map included on Page 9, a summary of each site is also included on Page 10.

Data Summary

The data tables below include the results of all nine datasets collected to date: April 9, July 15, and October 9, 2013; April 8, 2014; July 2, 2014; October 7, 2014, April 16, July 8, and October 5, 2015; April 28, 2016 and July 15, 2016.

Analytes

E.coli Bacteria

Site	Site Description	Analyte	4/09/13	7/15/13	10/09/13	4/08/14	7/2/14	10/7/14	4/16/15	7/8/15	10/5/15	4/28/16	7/15/16
#1	Beaver Creek @ Merle Hay Rd	E.coli	330	380	570	41	1200	710	63	1600	450	1200	460
#2	Green Meadows West @ Foxboro Rd	E.coli	3300	1400	480	31	930	370	110	680	160	1500	430
#3	"Waterford Creek" @ NW 86 th St	E.coli	210	<10	180	20	1400	340	74	420	40	260	460
#4	Beaver Creek Elementary @ NW 86 th St	E.coli	460	1500	130	52	630	120	450	840	60	620	630
#5	NW 86 th Street south of NW 70 th Ave	E.coli	530	570	31	<10	390	600	200	700	280	530	490
#6	Little Beaver Creek @ NW 86 th Street	E.coli	420	250	400	<10	4900	500	400	4600	300	1300	1600
#7	NW 59 th St near Maurice's	E.coli	1600	220	NF	470	630	86	NF	410	90	960	380
#8	Johnston Dr @ Prairie Point Crossing	E.coli	2500	610	340	5500	620	190	10	280	100	660	86
#11	Crescent Chase @ NW 62 nd Avenue	E.coli	--	--	--	210	1300	270	63	1900	770	710	1400
TL	Terra Lake	E.coli	--	--	--	--	--	--	<10	110	<10	150	10
#12	Greenwood Hills Pond	E.coli	--	--	--	--	--	--	--	--	--	5500	170

E. Coli Results

E. Coli are indicator bacteria monitored for water quality purposes to indicate the presence and level of animal or human waste. *E. Coli* are found in the gut of warm-blooded animals (birds and mammals). Bacteria levels can be highly variable and levels are often dependent on precipitation, with spikes in levels often occurring during and shortly after precipitation events as runoff transports the bacteria into drainage ways and streams. Other inputs in the absence of recent precipitation could include direct deposition by animals (wild or domestic) or faulty septic or sewer systems.

Of the sites monitored, only Beaver Creek has a stream classification established by the DNR. Beaver Creek is classified as an A3 Children's Recreational Use, which reflects the fact that the creek flows adjacent to residential lots and through public park areas where access is possible. The bacteria standard for A3 streams is a maximum of 235 MPN/100 ml (Most Probable Number per 100 milliliters) of *E.coli* bacteria.

Nitrate + Nitrite Nitrogen as N

Site	Site Description	Analyte	4/09/13	7/15/13	10/09/13	4/8/14	7/2/14	10/7/14	4/16/15	7/8/15	10/5/15	4/28/16	7/15/16
#1	Beaver Creek @ Merle Hay Rd	Nitrate + Nitrite nitrogen as N	0.48	15.0	1.9	0.26	8.0	14.0	12.0	12.0	12.0	6.5	3.1
#2	Green Meadows West @ Foxboro Rd	Nitrate + Nitrite nitrogen as N	0.86	1.8	1.1	0.46	3.2	1.8	1.4	1.4	1.0	0.62	0.56
#3	"Waterford Creek" @ NW 86 th St	Nitrate + Nitrite nitrogen as N	0.21	8.7	0.84	0.19	1.7	2.0	3.2	0.78	1.3	0.81	0.47
#4	Beaver Creek Elementary @ NW 86 th	Nitrate + Nitrite nitrogen as N	1.6	2.8	2.9	1.3	4.6	3.0	1.8	3.3	2.8	2.2	2.6
#5	NW 86 th Street south of NW 70 th Ave	Nitrate + Nitrite nitrogen as N	<0.10	5.6	1.9	0.48	4.5	2.7	1.8	2.2	1.6	0.67	2.8
#6	Little Beaver Creek @ NW 86 th Street	Nitrate + Nitrite nitrogen as N	3.4	9.6	12	7.2	10.0	11	6.0	8.7	8.1	5.1	5.6
#7	NW 59 th St near Maurice's	Nitrate + Nitrite nitrogen as N	0.62	0.26	NF	1.2	2.1	0.60	NF	<0.10	0.30	0.16	<0.10
#8	Johnston Dr @ Prairie Point Crossing	Nitrate + Nitrite nitrogen as N	1.9	5.2	6.0	4.7	3.2	3.7	5.4	2.6	3.4	1.6	4.6
#11	Crescent Chase @ NW 62 nd Avenue	Nitrate + Nitrite nitrogen as N	--	--	--	<0.10	2.4	0.98	0.61	1.1	0.90	0.70	1.1
TL	Terra Lake	Nitrate + Nitrite nitrogen as N	--	--	--	--	--	--	<0.10	<0.10	<0.10	<0.1	<0.10
#12	Greenwood Hills Pond	Nitrate + Nitrite nitrogen as N	--	--	--	--	--	--	--	--	--	0.71	0.48

This analyte is the total amount of nitrogen present as nitrate and nitrite in the sample. Since nitrite relatively quickly converts into nitrate, this is for practical purposes a measurement of the amount of nitrate in the sample. Nitrate is a nutrient commonly found in fertilizer and human and animal waste. Nitrate is regulated only for water bodies that are designated as drinking water sources, such as the Des Moines and Raccoon Rivers in the Des Moines area. For reference, the regulatory limit for drinking water sources is 10 mg/l and Des Moines Water Works activates its nitrate removal equipment when levels at their intakes exceed 9 mg/l.

pH

Site	Site Description	Analyte	4/9/13	7/15/13	10/9/13	4/8/14	7/2/14	10/7/14	4/16/15	7/8/15	10/5/15	4/28/16	7/15/16
#1	Beaver Creek @ Merle Hay Rd	pH	8.1	8.1	8.0	8.5	7.5	8.3	8.3	8.1	8.3	8.2	8.0
#2	Green Meadows West @ Foxboro Rd	pH	7.8	7.7	7.8	8.0	7.9	7.9	8.1	7.9	7.9	7.8	7.6
#3	"Waterford Creek" @ NW 86 th St	pH	7.7	7.6	7.4	7.3	7.6	7.6	7.6	7.8	7.9	7.9	6.8
#4	Beaver Creek Elementary @ NW 86 th St	pH	8.0	8.0	8.1	8.2	8.1	8.2	8.4	8.1	8.2	8.2	8.1
#5	NW 86 th Street south of NW 70 th Ave	pH	8.0	7.0	6.9	7.0	7.8	8.0	7.4	8.2	7.7	8.3	8.3
#6	Little Beaver Creek @ NW 86 th Street	pH	8.3	8.2	8.2	8.9	7.6	8.3	8.3	8.1	8.4	8.2	8.1
#7	NW 59 th St near Maurice's	pH	7.6	7.7	NF	7.7	7.6	8.2	NF	7.7	8.0	7.8	7.8
#8	Johnston Dr @ Prairie Point Crossing	pH	7.6	7.6	7.8	7.5	7.8	7.7	8.1	7.7	7.6	7.6	7.5
#11	Crescent Chase @ NW 62 nd Avenue	pH	--	--	--	8.1	8.1	8.2	8.1	8.1	8.2	8.0	8.0
TL	Terra Lake	pH	--	--	--	--	--	--	8.4	8.8	9.4	8.8	9.5
#12	Greenwood Hills Pond	pH	--	--	--	--	--	--	--	--	--	7.6	8.0

pH is a measure of how acidic or basic a substance is, with 7 being neutral and lower levels than that indicating increasing acidity and higher numbers indicating how alkaline something is. For reference, baking soda has a pH of 8, ammonia 11, bleach 13. Concrete washout has a pH of about 12. On the acidic side of the scale, orange or tomato juice is 4 and vinegar is 3. The pH of rainfall can be very variable but is typically acidic in the range of 5 to 6 on the pH scale. Most drinking water is adjusted during treatment to be approximately neutral (close to 7).

Most Iowa surface waters are slightly basic due to the effect of the local limestone geology and have a pH of in the range of 8.0 to 8.5; however several of the streams monitored in Johnston have shown averages between 7 and 8. None of the results thus far are far outside normal ranges but it is important to note trends so that any atypical results from future sampling will be more easily spotted.

Total Phosphorus as P

Site	Site Description	Analyte	4/9/13	7/15/13	10/9/13	4/8/14	7/2/14	10/7/14	4/16/15	7/8/15	10/5/15	4/28/16	7/15/16
#1	Beaver Creek @ Merle Hay Rd	Total Phosphorus as P	0.18	0.12	0.25	0.17	0.49	0.19	0.09	0.45	0.18	0.29	0.12
#2	Green Meadows West @ Foxboro Rd	Total Phosphorus as P	0.15	0.03	0.05	0.04	0.10	0.04	0.09	0.12	0.09	0.06	0.07
#3	"Waterford Creek" @ NW 86 th St	Total Phosphorus as P	0.07	0.10	0.07	0.04	0.14	0.08	0.14	0.15	0.11	0.08	0.09
#4	Beaver Creek Elementary @ NW 86 th St	Total Phosphorus as P	0.09	0.04	0.04	0.50	0.05	0.04	0.07	0.07	0.08	0.05	0.06
#5	NW 86 th Street south of NW 70 th Ave	Total Phosphorus as P	0.06	0.02	<0.02	0.02	0.07	0.06	0.04	0.09	0.08	0.08	0.07
#6	Little Beaver Creek @ NW 86 th Street	Total Phosphorus as P	0.54	0.37	1.0	0.72	0.30	0.28	1.0	0.30	0.46	0.26	0.73
#7	NW 59 th St near Maurice's	Total Phosphorus as P	0.13	0.11	ND	0.18	0.20	0.08	NF	0.18	0.09	0.16	0.14
#8	Johnston Dr @ Prairie Point Crossing	Total Phosphorus as P	0.17	0.05	0.06	0.10	0.17	0.07	0.15	0.13	0.09	0.12	0.16
#11	Crescent Chase @ NW 62 nd Avenue	Total Phosphorus as P	--	--	--	0.05	0.13	0.05	0.07	0.11	0.10	0.05	0.08
TL	Terra Lake	Total Phosphorus as P	--	--	--	--	--	--	0.04	0.08	0.07	0.07	0.03
#12	Greenwood Hills Pond	Total Phosphorus as P	--	--	--	--	--	--	--	--	--	0.13	0.05

Phosphorus is an unregulated nutrient that is present in animal waste, decomposing organic matter and many commercial fertilizers. High levels can lead to algae blooms and undesirable levels of plant growth, especially in standing water such as ponds and lakes. Phosphorus attaches to soil particles, meaning that high levels of phosphorus can also be an indirect indicator of possible soil erosion. There are currently no regulatory levels for phosphorus in Iowa but for reference when considering the data, the EPA recommended maximum levels for total phosphorus is approximately 0.08 mg/l for flowing streams and 0.04 mg/l for standing waters and reservoirs in this ecoregion.

Total Suspended Solids

Site	Site Description	Analyte	4/9/13	7/15/13	10/9/13	4/8/14	7/2/14	10/7/14	4/16/15	7/8/15	10/5/15	4/28/16	7/15/16
#1	Beaver Creek @ Merle Hay Rd	Total Suspended Solids	50	14	20	8	80	59	21	110	42	190	28
#2	Green Meadows West @ Foxboro Rd	Total Suspended Solids	88	1	1	3	8	2	4	6	1	17	3
#3	"Waterford Creek" @ NW 86th St	Total Suspended Solids	10	<1	2	2	14	2	8	13	<1	8	7
#4	Beaver Creek Elementary @ NW 86th St	Total Suspended Solids	35	<1	<1	4	5	<1	8	2	<1	17	<1
#5	NW 86th Street south of NW 70th Ave	Total Suspended Solids	7	1	3	3	17	3	2	16	4	42	3
#6	Little Beaver Creek @ NW 86th Street	Total Suspended Solids	18	3	5	4	40	3	5	44	3	73	11
#7	NW 59th St near Maurice's	Total Suspended Solids	10	5	NF	6	7	2	NF	3	<1	16	7
#8	Johnston Dr @ Prairie Point Crossing	Total Suspended Solids	26	<1	<1	7	4	<1	9	2	<1	19	<1
#11	Crescent Chase @ NW 62 nd Avenue	Total Suspended Solids	--	--	--	22	42	5	16	50	4	11	18
TL	Terra Lake	Total Suspended Solids	--	--	--	--	--	--	2	16	6	3	3
#12	Greenwood Hills Pond	Total Suspended Solids	--	--	--	--	--	--	--	--	--	60	5

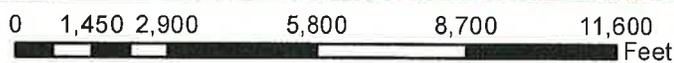
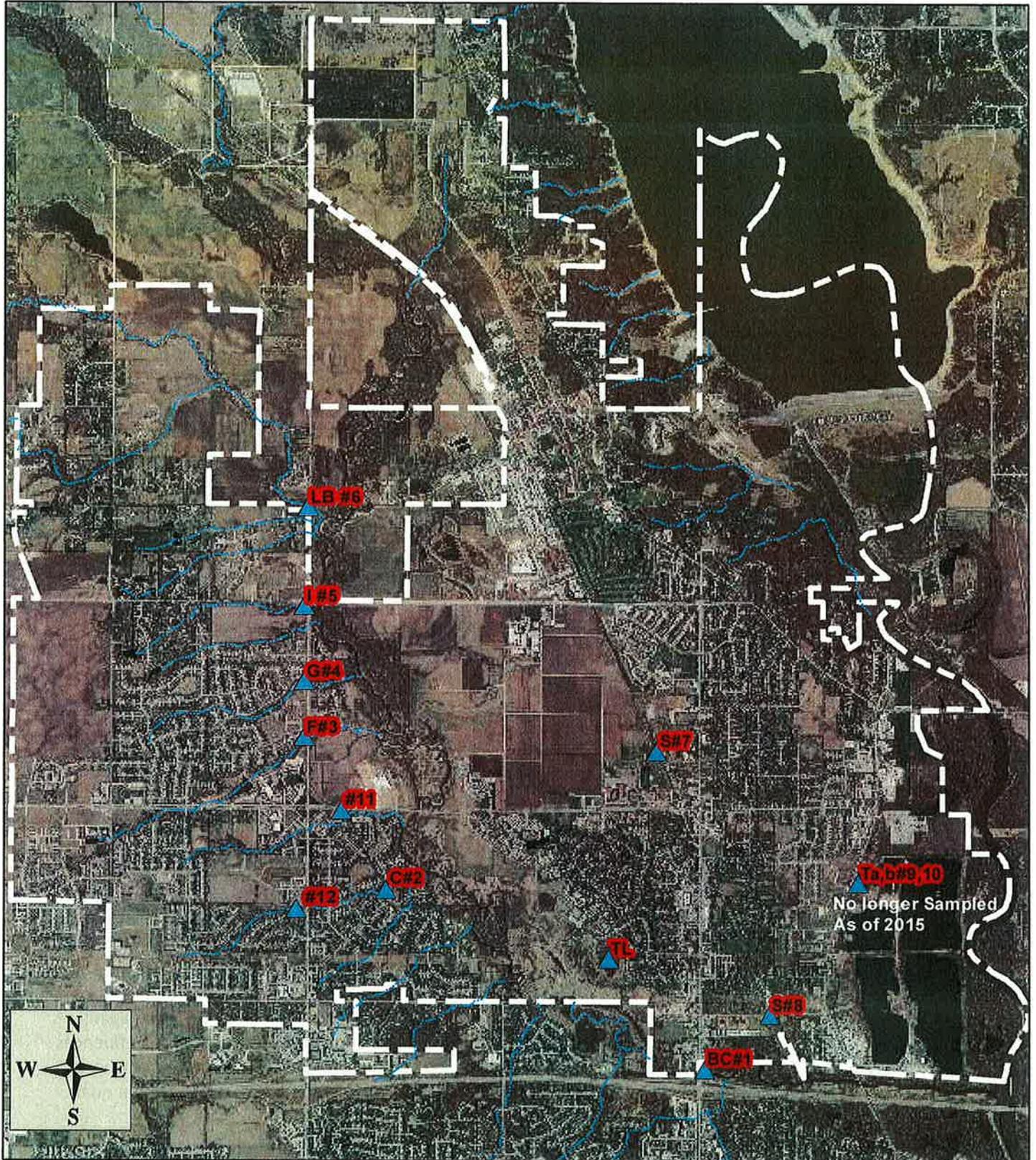
Total Suspended Solids (TSS) is a measure of the amount of solid (undissolved) particles present in water samples. High TSS levels are usually an indicator of active soil erosion upstream. There are no regulatory levels for surface waters in Iowa, but high TSS levels can silt in streams, ponds and lakes and increase the cost of drinking water treatment through the need for increased filtration and chlorination.

Turbidity

Site	Site Description	Analyte	4/9/13	7/15/13	10/9/13	4/8/14	7/2/14	10/7/14	4/16/15	7/8/15	10/5/15	4/28/16	7/15/16
#1	Beaver Creek @ Merle Hay Rd	Turbidity	25	7.1	12	4.0	51	28	8.2	61	21	65	13
#2	Green Meadows West @ Foxboro Rd	Turbidity	38	1.4	1.2	2.6	4.0	2.8	3.3	5.5	2.4	14	3.7
#3	"Waterford Creek" @ NW 86th St	Turbidity	10	<1.0	2.5	2.0	16	1.7	4.3	8.4	1.6	5.4	9.3
#4	Beaver Creek Elementary @ NW 86th St	Turbidity	19	<1.0	<1.0	2.1	1.4	<1.0	2.2	1.2	<1.0	6.8	1.2
#5	NW 86th Street south of NW 70th Ave	Turbidity	5.2	<1.0	<1.0	<1.0	8.0	2.2	<1.0	10	1.7	22	3.0
#6	Little Beaver Creek @ NW 86th Street	Turbidity	7.8	1.5	3.5	1.9	27	2.8	1.8	25	2.0	45	8.2
#7	NW 59th St near Maurice's	Turbidity	11	1.5	NF	8.1	9.2	4.2	NF	4.6	1.5	17	5.2
#8	Johnston Dr @ Prairie Point Crossing	Turbidity	20	<1.0	<1.0	8.5	5.4	<1.0	2.1	2.1	<1.0	20	<1.0
#11	Crescent Chase @ NW 62 nd Avenue	Turbidity	--	--	--	14	17	2.7	3.2	22	2.4	7.6	10
TL	Terra Lake	Turbidity	--	--	--	--	--	--	2.9	8.2	4.0	3.6	2.0
#12	Greenwood Hills Pond	Turbidity	--	--	--	--	--	--	--	--	--	100	3.7

Turbidity is a measure of water clarity and is measured in NTU's (Nephelometric Turbidity Units). In this measurement of clarity, lower numbers indicate higher water clarity (as a reference, treated drinking water is low as required to meet a turbidity standard of 0.3 NTU's in at least 95% of samples, and no single sample can exceed 1 NTU). Turbidity, like TSS, is often an indicator of active erosion but can indicate the presence of other pollutants as well.

Watershed Sampling Sites



The following is a brief description of each testing site:

BC # 1 - Beaver Creek at Merle Hay Road – this sub-watershed is the largest identified in Johnston. It gives us a sample location prior to contribution from the east side of Johnston.

C # 2 - Green Meadows West at Foxboro – this is the location of the sanitary sewer repair and the highest % of impervious of all the proposed sampling areas. Is also part of the downstream drainage area for proposed Greenwood Hills Greenbelt project, allowing for pre, during and post construction sampling.

F # 3 - “Waterford Creek” at NW 86th Street – the first of three sites along NW 86th Street, each of which is at a different stage of development. Developed sites that would be considered with this sample location: Waterford, Century Woods and west. Eastward of this location, the Pioneer fields have experienced erosion damage from increased flow.

G # 4 - Beaver Creek Elementary School at NW 86th Street – this site drains to the Augustine development which has also experienced erosion damage due to increased flow. This channel is scheduled for improvements in 2022.

I # 5 - NW 70th Avenue at NW 86th Street – this area north of the Green Meadows North neighborhood is poised for development with the former Simpson property and the Bright Trust allowing for sample prior, during and after development.

LB # 6 - Little Beaver Creek at NW 86th Street –sampling of Little Beaver Creek before the confluence with Beaver Creek providing an understanding of impairments that are occurring outside and “above” Johnston in the larger Beaver Creek watershed.

S # 7 - NW 59th Street at Northglenn (drainage ditch near Maurices) – area with known drainage challenges. Monitoring this location will also provide upstream data to compare to the Prairie Pointe Crossing site in the same subwatershed.

S # 8 - Johnston Drive at Prairie Point Crossing –Monitoring this site will also provide a downstream data to the NW 59th Street location in the same sub watershed as well as an analysis of stormwater quality for an area that currently doesn’t have sanitary sewer service.

T # 9 and 10 – Storm-ceptor at NW Beaver Drive (2 sampling locations) –Sampling Discontinued in 2015 at this site due to regular lack of flow.

TL – Terra Lake – a newly renovated pond in a public park that is primarily groundwater fed via well but sampling could give a good baseline as to groundwater contaminants. Also this newer pond includes a forebay that is intended to capture some runoff from the great lawn and clean it before entering the pond. Fish were stocked in 2015 and sampling will help determine the health of the ecosystem here.

#12 – Greenwood Hills Greenbelt – Newly renovated drainage basin with new best management practices in place as of 2015. Sampling at this location could show how use of said practices influences runoff quality in an urban stream corridor. This drainage way is a typical scenario replicated in Johnston in several basins. If retrofits work well this could be a template for how to address urban stream quality in other areas in town.



STATE HYGIENIC LABORATORY
**Iowa's Environmental and
Public Health Laboratory**
www.shl.uiowa.edu

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

August 22, 2016

Dear Mr. Wilwerding,

The State Hygienic Laboratory at the University of Iowa (SHL) collected water samples at eleven sites in the City of Johnston on July 15, 2016. Included with this report is a summary table of the results, pictures and notes from each site, and an appendix with reports generated from our Laboratory Information Management System (LIMS).

According to the National Weather Service station KDSM at the Des Moines International Airport, the low temperature for the day was 60° F and the high temperature was 77° F. Month-to-date precipitation was reported as 2.91 inches, which is above the average of 2.30 inches. There was no measureable precipitation on the day of sample collection and conditions were partly cloudy.

Samples were collected with an HDPE sampling bucket and split into the appropriate sample containers. Samples were preserved as required per method and placed into a cooler with ice immediately after collection. The pH and total residual chlorine (TRC) were measured in the field immediately after sample collection using portable pH and TRC meters. All other analyses were performed at the SHL. Photographs were taken of each site and any pertinent field observations were recorded.

Water samples were analyzed for pH, total phosphorus, *E. coli*, nitrate + nitrite nitrogen, total suspended solids, and turbidity. The pH ranged from 6.8 to 9.5, total phosphorus ranged from 0.03 mg/L to 0.73 mg/L, *E. coli* ranged from 10 MPN/100 ml to 1,600 MPN/100 ml, nitrate + nitrite nitrogen ranged from <0.01 mg/L to 5.6 mg/L, total suspended solids ranged from <1 mg/L to 28 mg/L, and turbidity ranged from <1.0 NTU to 13 NTU. TRC was less than the reporting limit (<0.1 mg/L) at all sites.

A field blank was collected using lab pure water and was analyzed for the same analyses as the water samples. All results for the field blank were less than the reporting limit for each analyte.

Please let me know if you have any questions.

Sincerely,

James M. Luzier

James M. Luzier
Limnologist

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Table 1. Water quality results for samples collected from 11 sites in the City of Johnston on July 15, 2016.

Site Name	Site Description	Accession Number	pH (no units)	Total Phosphorus as P (mg/L)	<i>E. coli</i> (MPN/100ml)	Nitrate + Nitrite Nitrogen as N (mg/L)	Total Residual Chlorine (mg/L)	Total Suspended Solids (mg/L)	Turbidity (NTU)
S#11	Crescent Chase at NW 62 nd Ave	401863	8.0	0.08	1400	1.1	<0.1	18	10
S#12	Greenwood Hills Greenbelt	401861	8.0	0.05	170	0.48	<0.1	5	3.7
BC#1	Beaver Creek at Merle Hay Rd	401867	8.0	0.12	460	3.1	<0.1	28	13
C#2	Green Meadows West at Foxboro Rd	401862	7.6	0.07	430	0.56	<0.1	3	3.7
F3#	Waterford Creek at NW 86 th St	401860	6.8	0.09	460	0.47	<0.1	7	9.3
G#4	Beaver Creek Elementary at NW 86 th St	401871	8.1	0.06	630	2.6	<0.1	<1	1.2
I#5	NW 70 th Ave at NW 86 th St	401870	8.3	0.07	490	2.8	<0.1	3	3.0
LB#6	Little Beaver Creek at NW 86 th St	401869	8.1	0.73	1600	5.6	<0.1	11	8.2
S#7	NW 59 th St at Northglenn	401864	7.8	0.14	380	<0.10	<0.1	7	5.2
S#8	Johnston Drive at Prairie Point Crossing	401868	7.5	0.16	86	4.6	<0.1	<1	<1.0
Terra Lake	Terra Lake	401865	9.5	0.03	10	<0.10	<0.1	3	2.0

Site Pictures and Field Notes



Figure 1. Looking downstream from Site 11 on July 15, 2016. Collector's comments: "Cattails abundant, appears to be a wetland. Water shallow, clear, and slightly flowing."

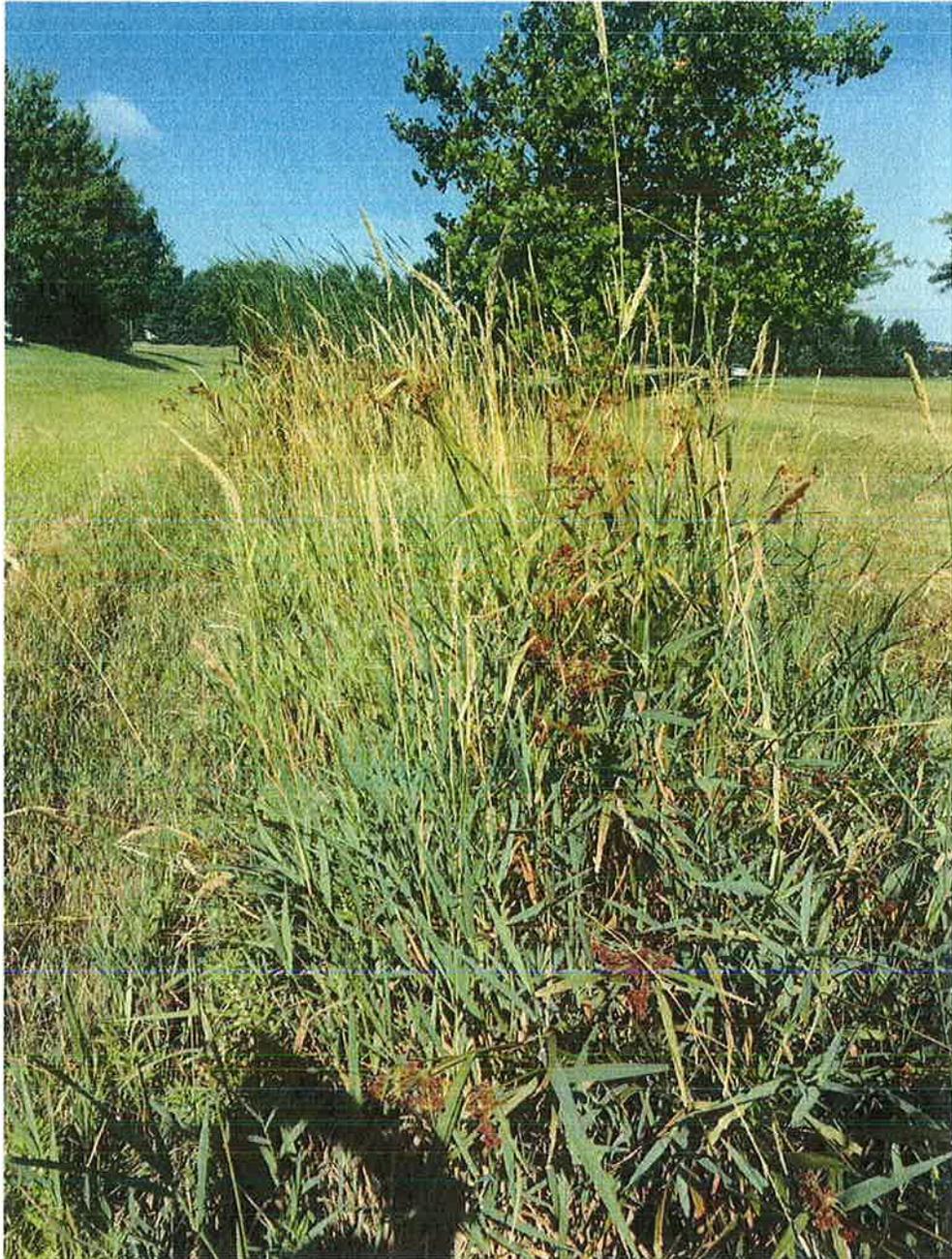


Figure 2. Looking upstream from Site 11 on July 15, 2016.



Figure 3. Looking downstream from Site 12 on July 15, 2016. Collector's comments: "Filamentous algae abundant."

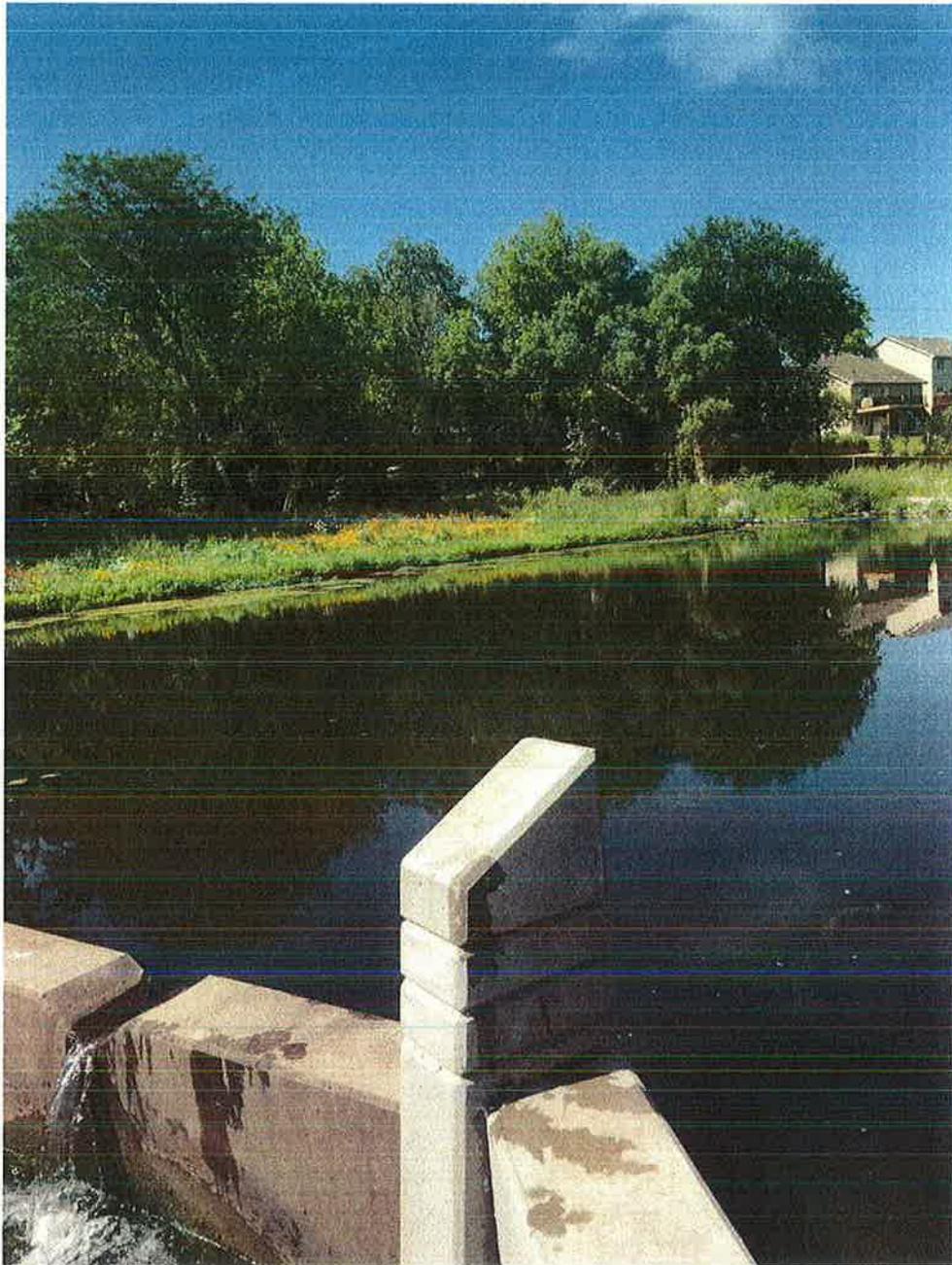


Figure 4. Looking upstream from Site 12 on July 15, 2016.

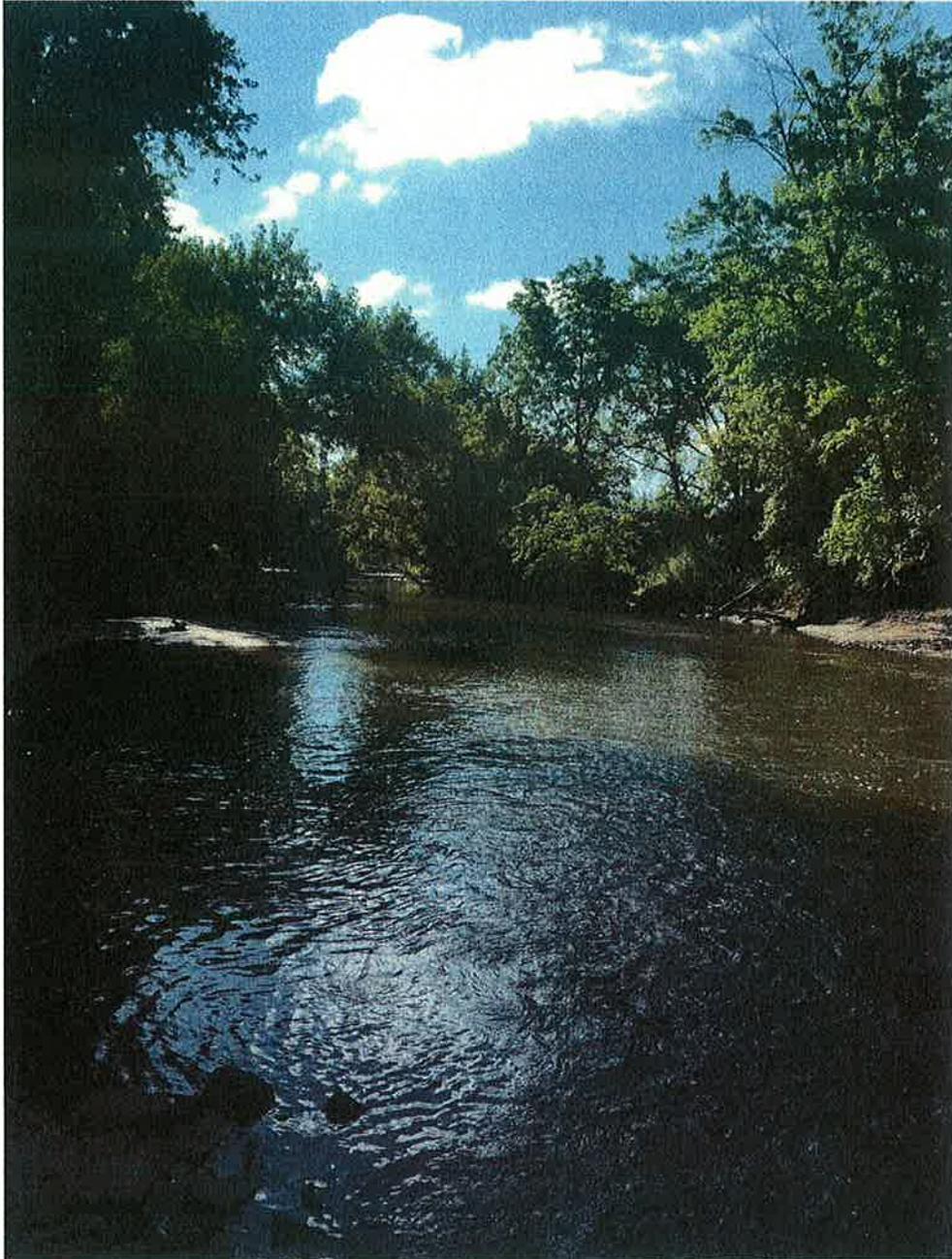


Figure 5. Looking downstream from Site BC1 on July 15, 2016. Collector's comments: "Stream is brownish-green in color. Normal flow."

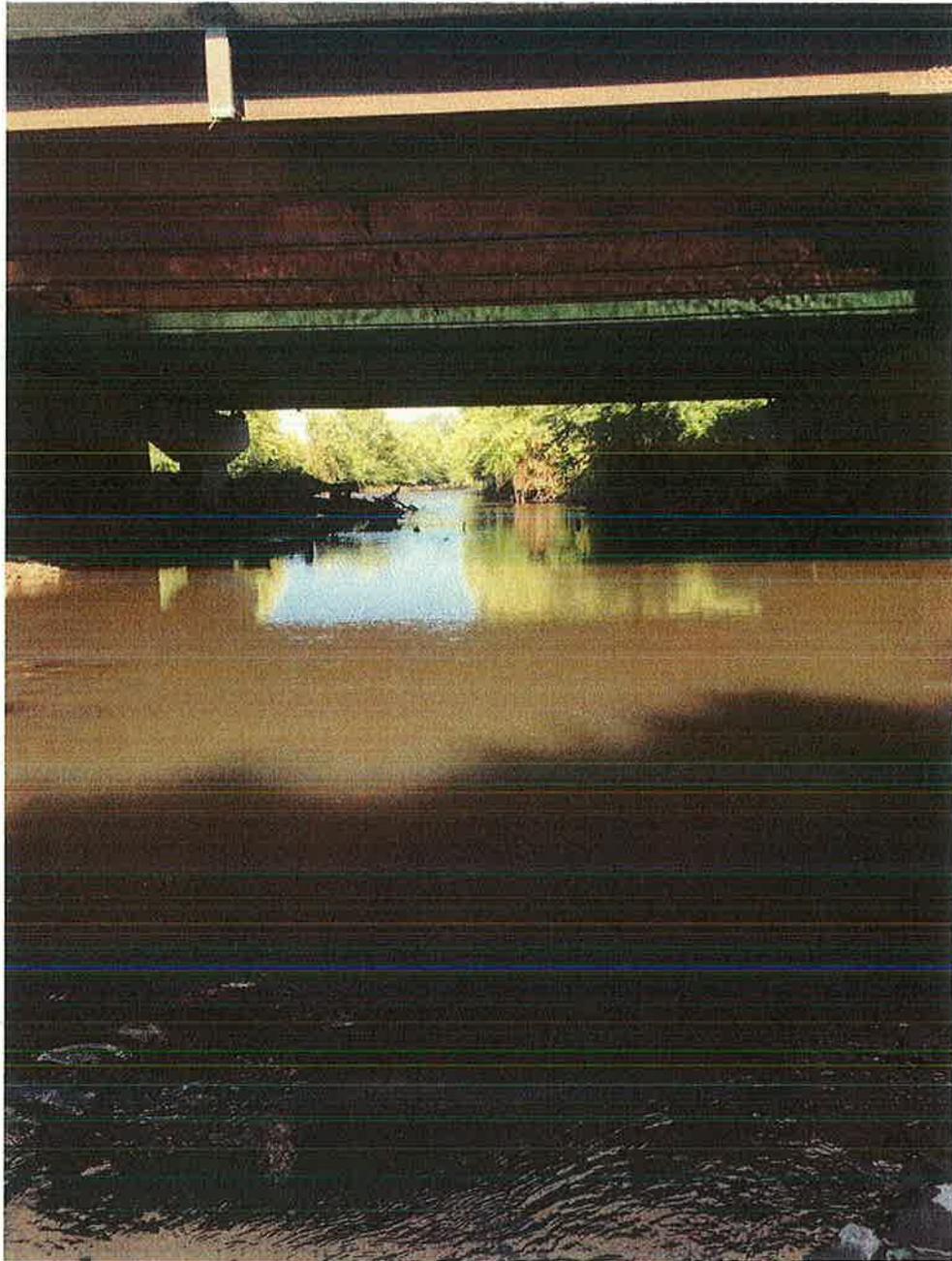


Figure 6. Looking upstream from Site BC1 on July 15, 2016.



Figure 7. Looking downstream from Site C2 on July 15, 2016. Collector's comments: "Clear, flowing, shallow water. Filamentous algae common."

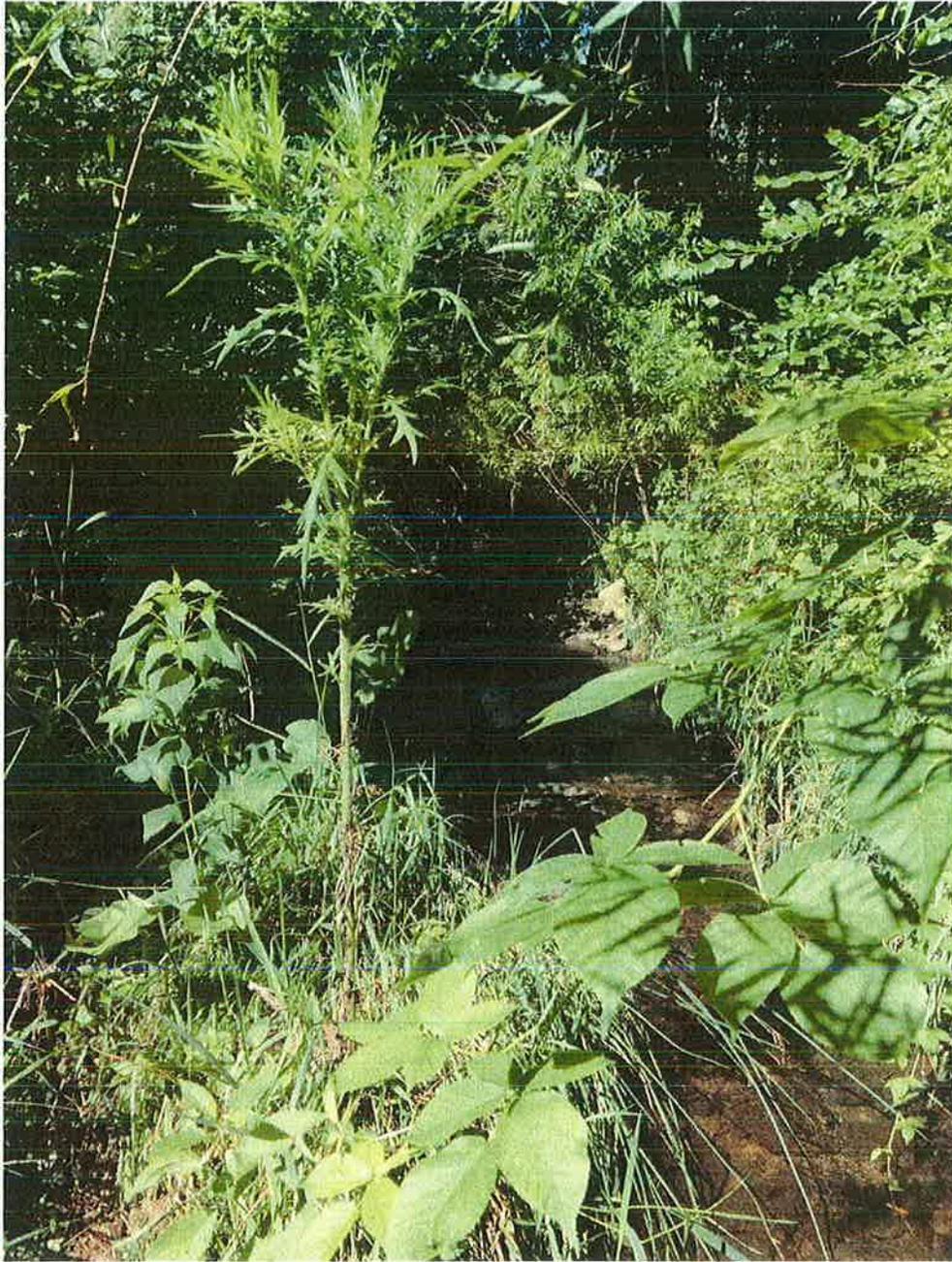


Figure 8. Looking upstream from Site C2 on July 15, 2016.



Figure 9. Looking upstream from Site F3 on July 15, 2016. Collector's comments: "Cloudy turbid water, normal flow."



Figure 10. Looking downstream from Site F3 on July 15, 2016.



Figure 11. Looking downstream from site G4 on July 15, 2016. Collector's comments: "Water clear and flowing."

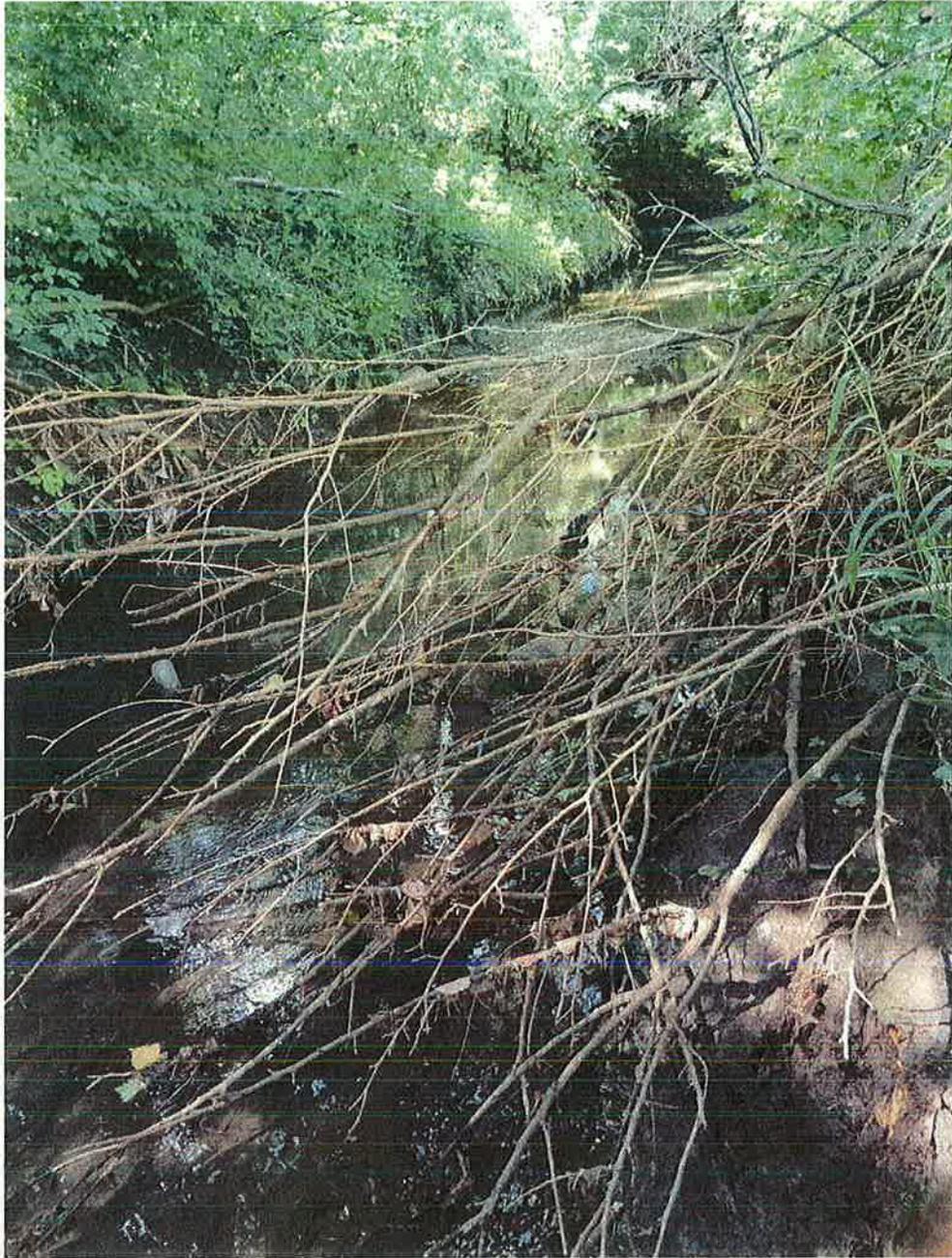


Figure 12. Looking upstream from site G4 on July 15, 2016.



Figure 13. Looking downstream from site I5 on July 15, 2016. Collector's comments: "Water clear. Low flow."



Figure 14. Looking upstream from site I5 on July 15, 2016.

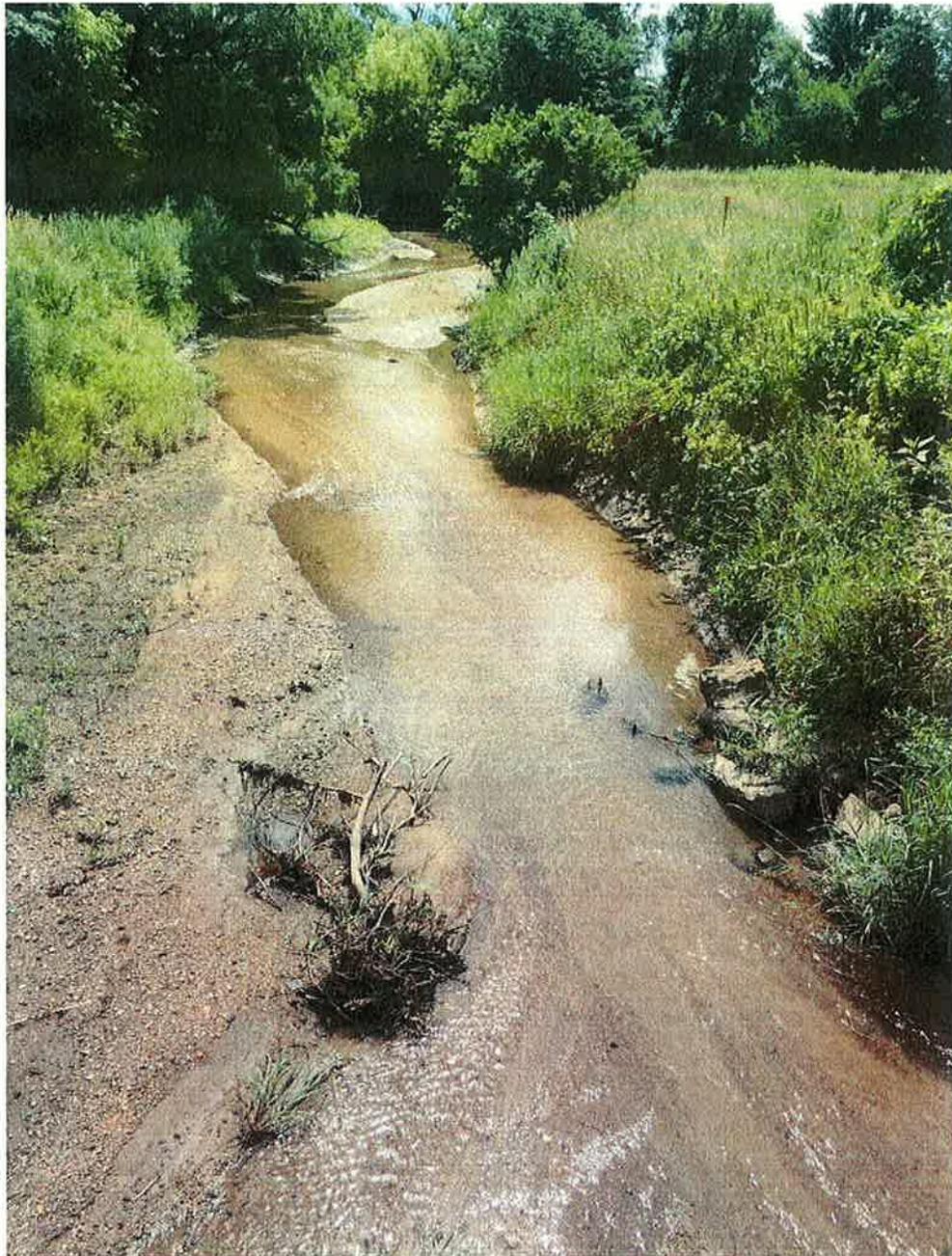


Figure 15. Looking downstream from site LB6 on July 15, 2016. Collector's comments: "Water clear. Low flow."

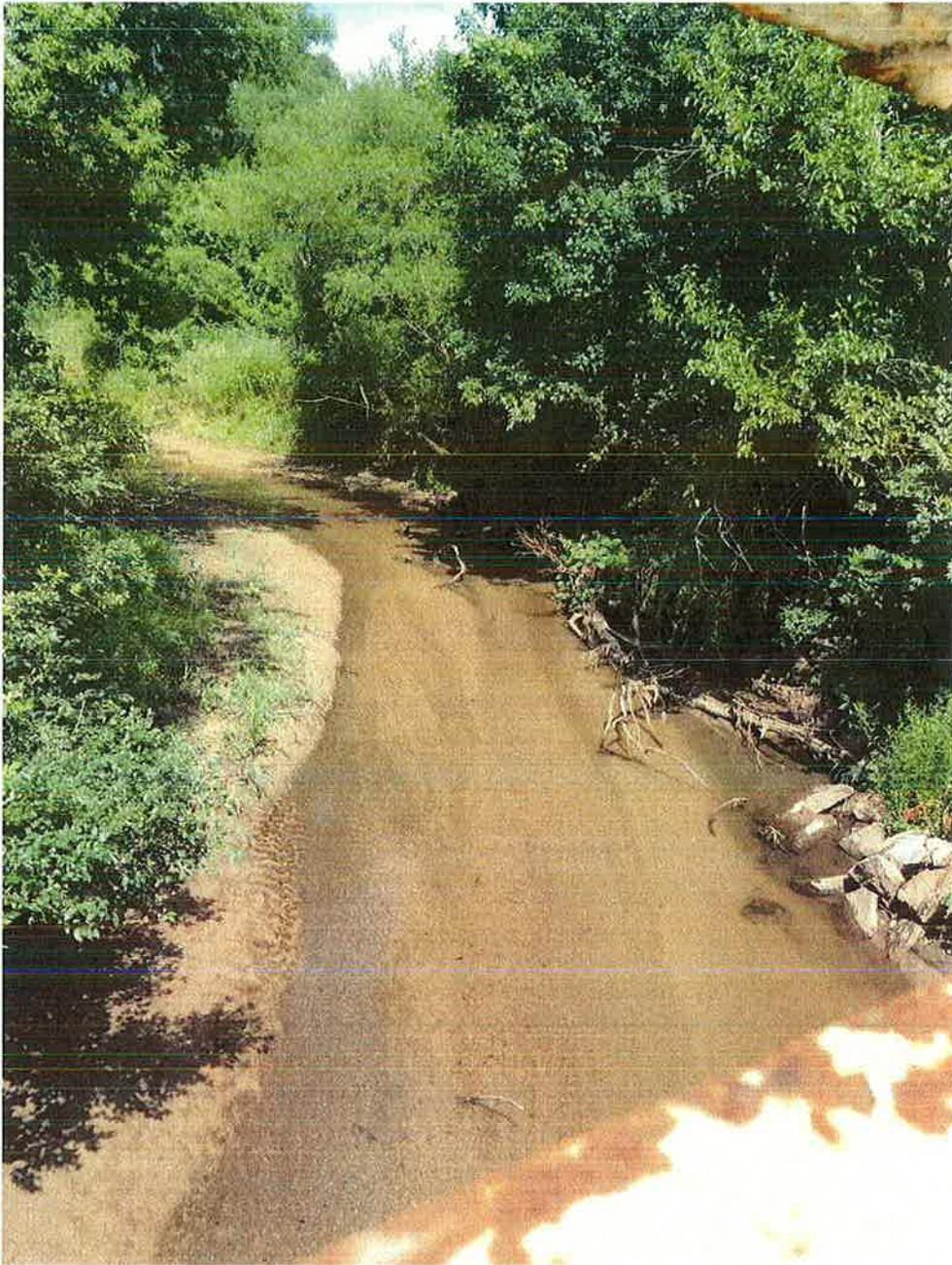


Figure 16. Looking upstream from site LB6 on July 15, 2016.



Figure 17. Looking downstream from site S7 on July 15, 2016. Collector's comments: "Very low flow. Filamentous algae abundant."

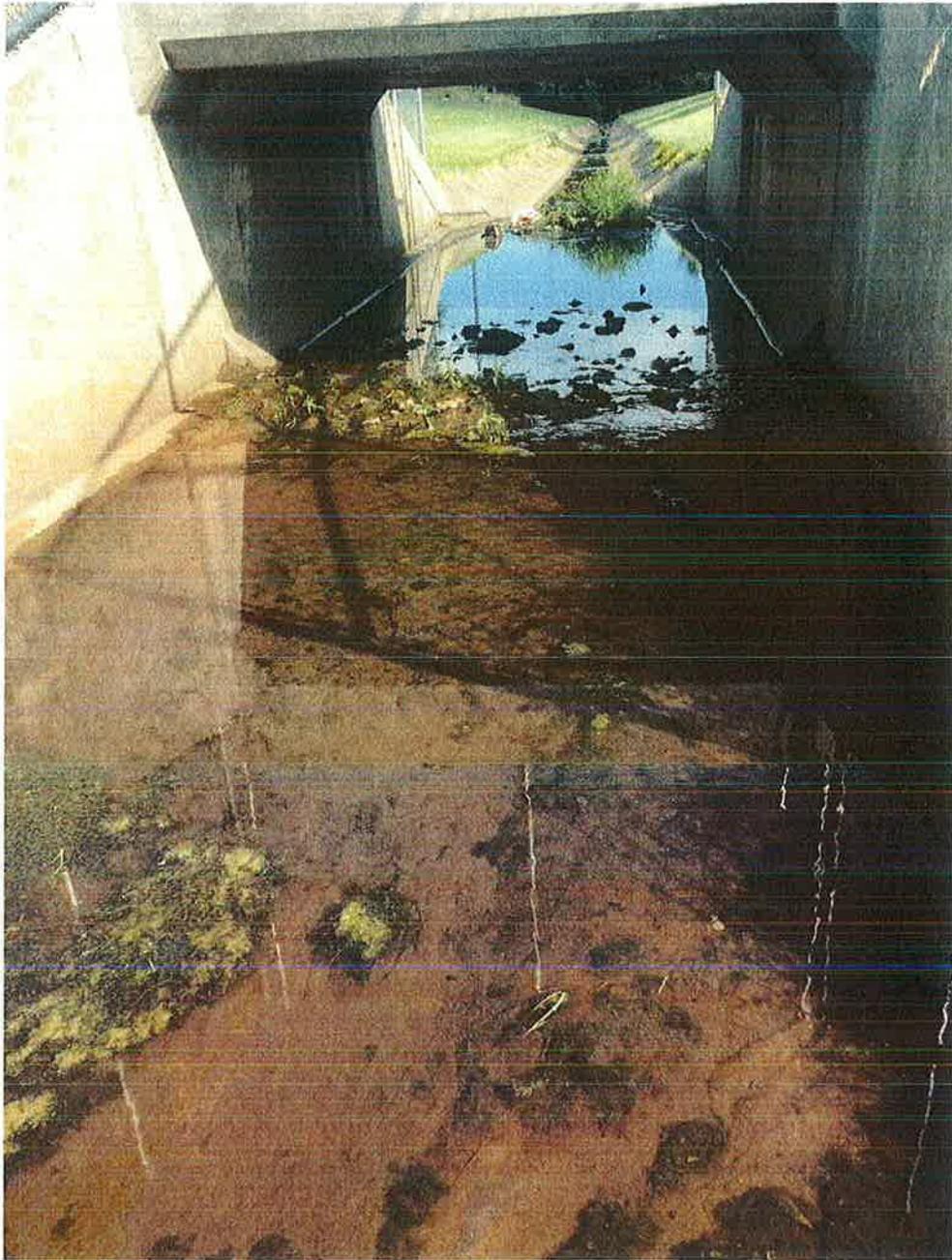


Figure 18. Looking upstream from site S7 on July 15, 2016.

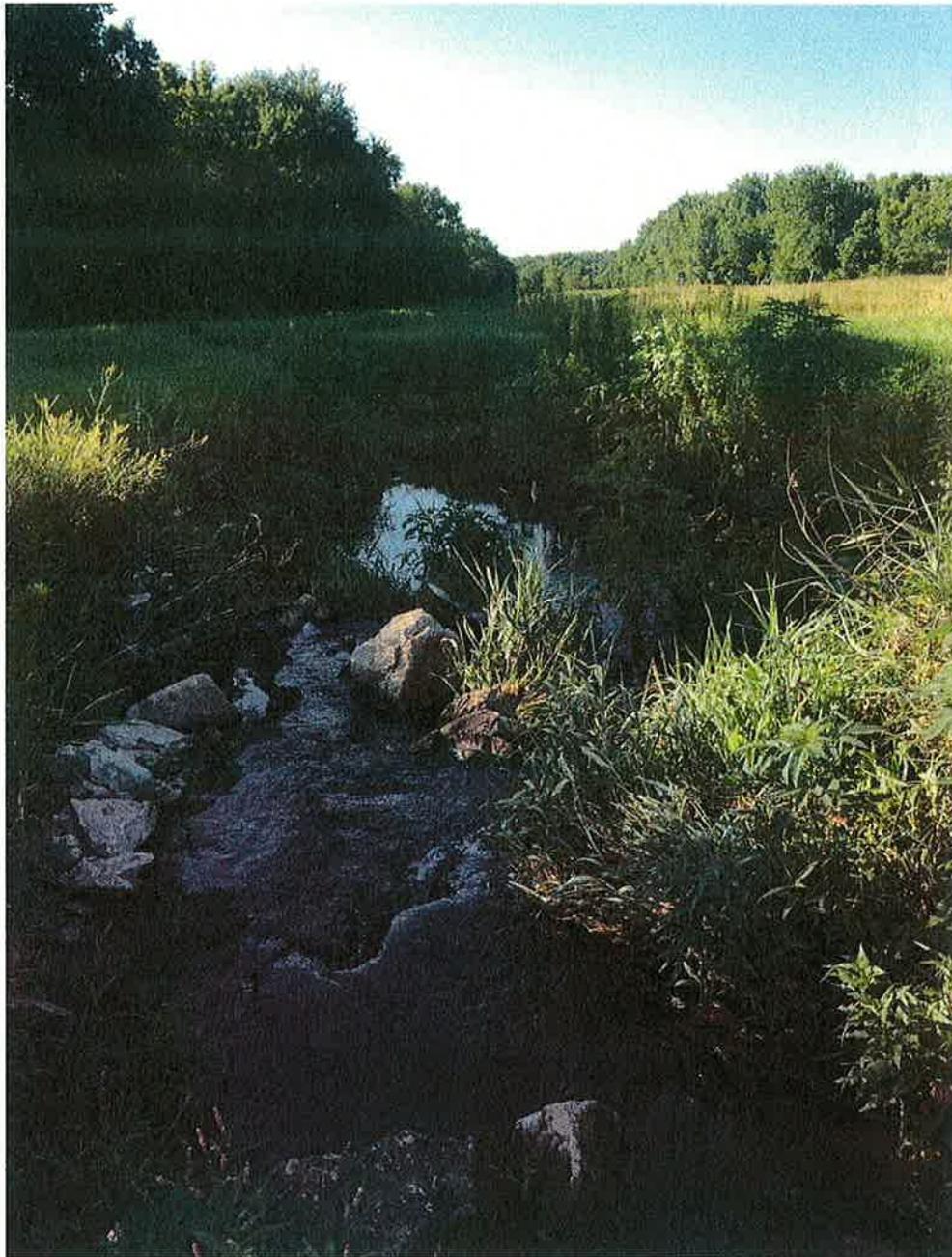


Figure 19. Looking downstream from site S8 on July 15, 2016. Collector's comments: "Stream is clear. Filamentous algae abundant. Steady flow."

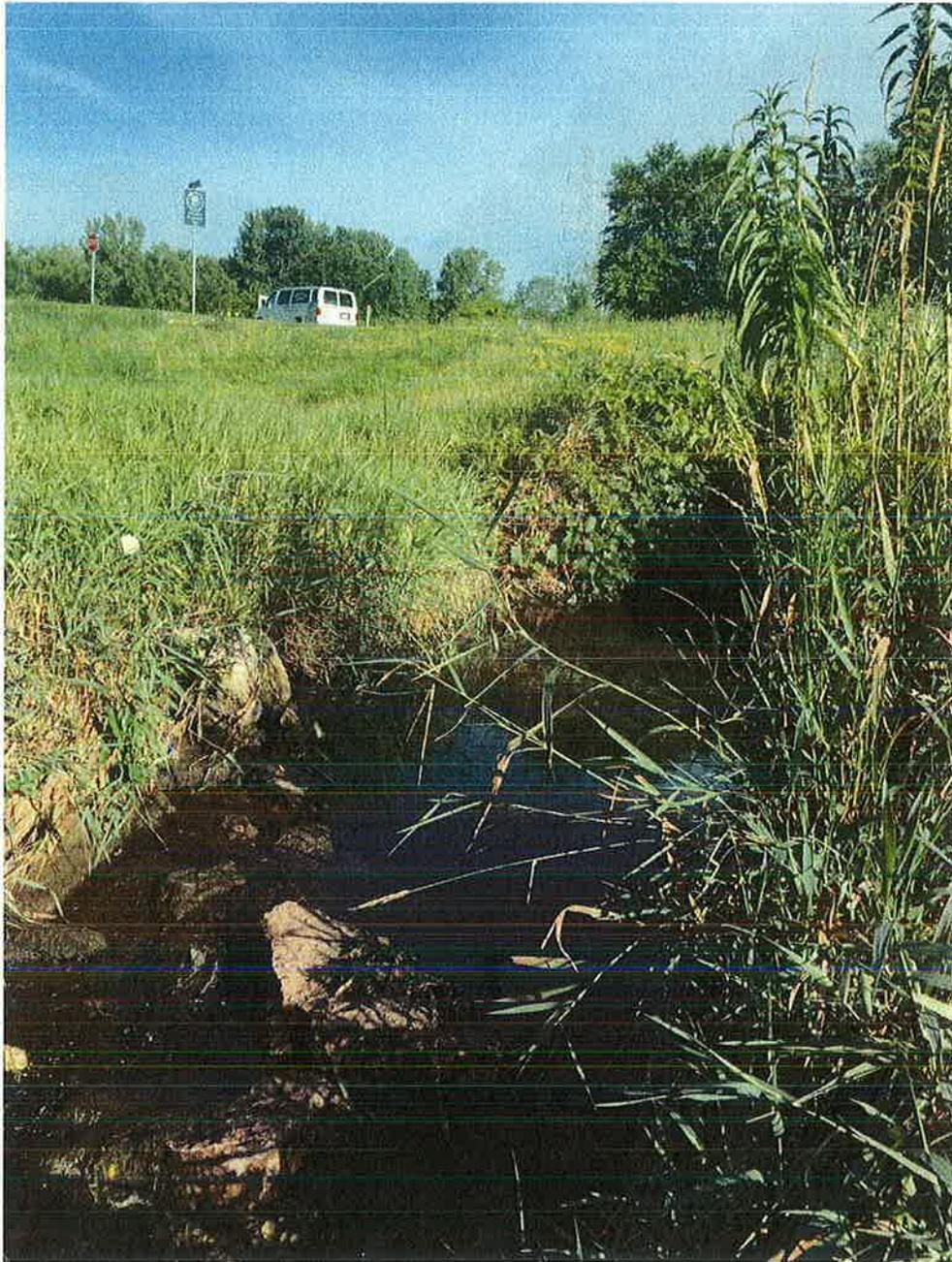


Figure 20. Looking upstream from site S8 on July 15, 2016.



Figure 21. Looking south from the Terra Lake sampling location on July 15, 2016. Collector's comment: "Lake higher than previous sampling. Water being pumped into lake from nearby reservoir. Warm water temperatures. Fish present. Water clear with abundant vegetation."

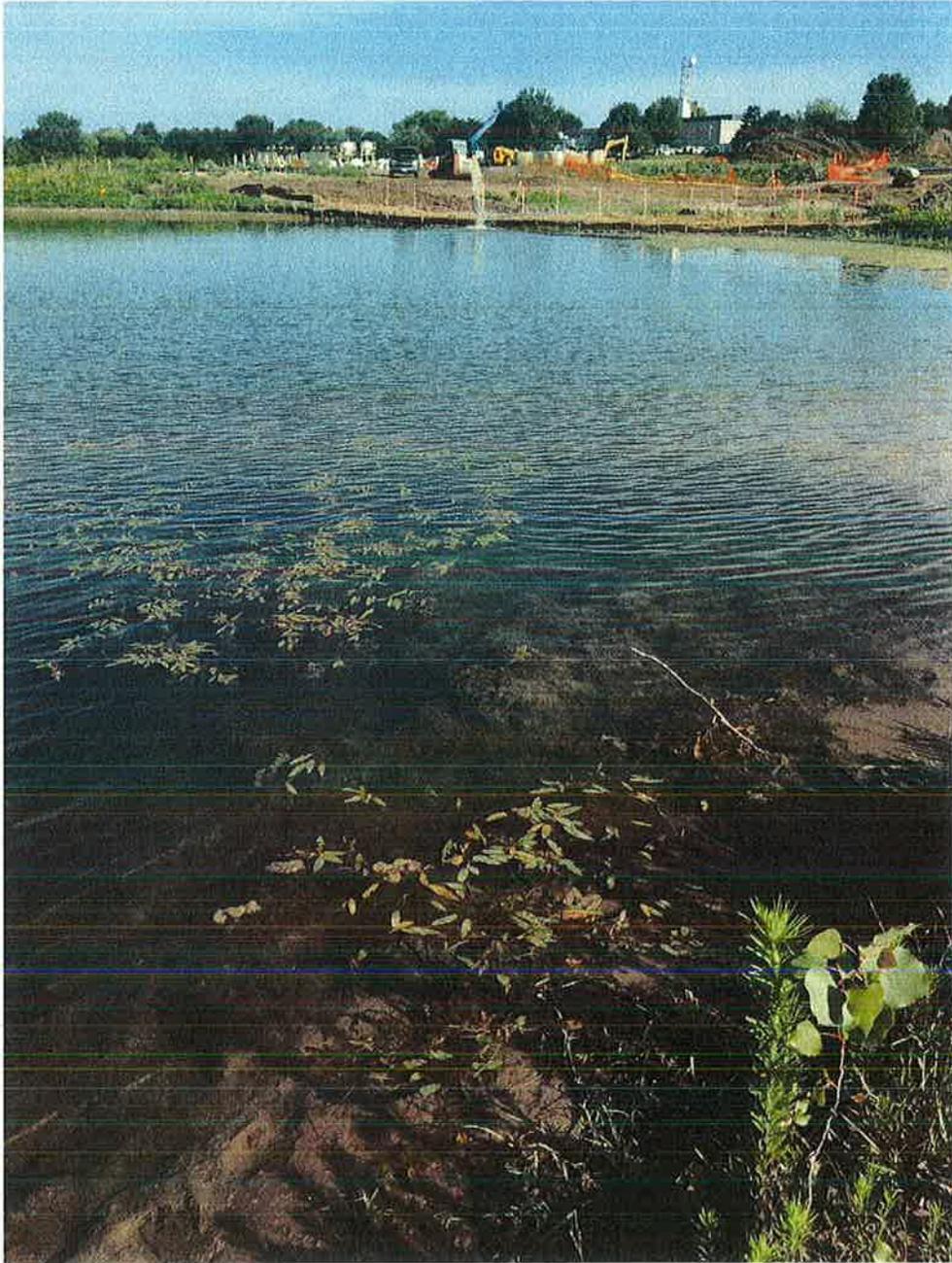


Figure 22. Looking north from the Terra Lake sampling location on July 15, 2016.