

JOHNSTON CITY COUNCIL
Worksession No. 16-21
Johnston City Hall, 6221 Merle Hay Road
November 7, 2016
6:00 p.m.

REVISED

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSS POLICE DEPARTMENT WORK SCHEDULE
4. DISCUSS APPOINTMENT OF FIRE MARSHAL FOR JOHNSTON-GRIMES METRO FIRE DEPARTMENT
5. CAPITAL IMPROVEMENTS PLAN (CIP) DISCUSSION –STORM WATER UTILITY PROJECTS AND FINANCIAL MODEL
6. TERRA LAKE UPDATE
7. PROJECTS UPDATE



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

WORKSESSION COMMUNICATION

November 7, 2016

SUBJECT: Discuss proposed schedule transition for patrol officers.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:

Presently Johnston patrol officers and sergeants work a rotating schedule of six days on, two days off, followed by six days on, three days off, then the cycle repeats. Each of these work days are 8.5 hours long. Currently there are five or six officers assigned to each shift (including one sergeant on each shift). This shift rotation varies maximum staffing levels anywhere from three to five officers assigned per day of the week with the designated shift minimum being two officers per shift.

Upon joining the Johnston Police Department, I met with every staff member individually. I also scheduled a quarterly meeting with Teamsters union representatives and officials. In many of these meetings I heard concerns from officers about the current shift rotation. Their primary complaint was working six days in a row with only two days off. A secondary concern was staffing only two officers as a minimum on each shift.

In reviewing scheduling options and discussing possible solutions, a six on three off repeating rotation with a nine (9) hour workday showed the potential to be beneficial to all interested parties. This schedule will allow for the following benefits:

1. a balanced staffing approach for each shift (4 officers)
2. provide for a working sergeant in the building at least every 24-hour cycle of the year
3. develop a regular staffing rotation for assignment of collateral duties and allow supervisors a better opportunity to monitor/address performance issues
4. builds in a 45-minute window at the end of each shift to reduce holdover overtime, increase in-house training opportunities, give supervisors more time to develop their staff, and provide for physical training opportunities
5. give officers a third day off at the end of each work week for personal time/rejuvenation
6. minimize budgetary impact; will not change the current average work week/annual hours of compensation

City officials have been working consistently over the last several budget years to add staffing to the police department to keep up with ongoing growth and expansion of the City. As of 1 October 2016, the police department has been authorized to hire a 28th full-time peace officer. When this occurs, and after training is complete, the department will have six officers assigned on each patrol shift. With the implementation of this schedule, those shifts that have six officers assigned to the rotation will be mandated to carry a three-officer minimum. This mandate will still allow for one officer to take time off each day but will require more planning ahead for personal time off and out of agency training initiatives. It may also require added overtime funds to backfill to a three-officer minimum staffing level when sending officer(s) to outside training, but this expense will be far less than the funds required to add an additional full-time officer on each shift.

Attached are documents that show a sample schedule rotation with the six on, three off rotation; the formula and calculations for figuring and average work week; and proposed changes to be made in the city policy manual and union contract to reflect the patrol sergeants/officers' standard workday moving from 8.5 hours to 9 hours.

Proposed Next Steps

- Forward to Teamsters representatives for final agreement/letter of understanding on amendments to Articles 7 & 9 – November 8
- City council adoption of city policy amendments & Teamsters letter of understanding – November 21
- New schedule takes effect with pay period beginning January 8, 2017

Included as part of this memo are a sample schedule, calculations of the work week, and a draft of the proposed amendments to City Policy and the Teamsters Collective Bargaining Agreement. Also attached to this report is a map depicting the 2011-2016 Calls for Service.



JOHNSTON POLICE DEPARTMENT

6373 Merle Hay Road
Johnston, Iowa 50131
515-278-2345

Average Work Week (AWW) = $\frac{7 \times (\text{shift length (hours)}) \times (\# \text{ of work days in duty cycle})}{\text{Duty Cycle Length (days)}}$

JPD currently working 42.5 hr work week = figured at 2210 hours annually

INVEST: 5 on 2 off 8.5 hrs/day = $\frac{7 \times 8.5 \times 5}{7} = 42.5$ hrs per work week = 2210 hours annually

PATROL: 6 on 3 off 6 on 2 off 8.5 hrs/day = $\frac{7 \times 8.5 \times 12}{17} = 42$ hrs per work week = 2184

PROPOSED NEW PATROL ROTATION:

6 on 3 off 9 hrs/day = $\frac{7 \times 9 \times 6}{9} = 42$ hrs per work week = 2184 annually

City Policy Manual Amendments - page 16

Overtime and Compensatory Time

All employees are expected to work overtime when necessary. Unless otherwise expressly modified in a collective bargaining agreement approved by the Johnston City Council or further detailed in the following paragraph, non-exempt employees that work in excess of 40 hours in any workweek, shall be paid either cash or compensatory time at a rate of time and one-half for all time worked in excess of 40 hours when directed and approved by the employee's Department Director or supervisor.

Police Sergeants shall be paid either cash or compensatory time at a rate of time and one-half for all time worked in excess of 8.59 hours in any workday when directed and approved by the Chief of Police or the employee's supervisor. Compensatory time maximum annual accrual will be 42.5 hours.

City Policy Manual – page 19

Police Sergeants working on July 4, Thanksgiving Day, or Christmas Day at the direction of the Chief of Police shall receive two (2) times their normal hourly rate for all hours worked and shall receive 8.59 hours of PTO in lieu of holiday pay. Police Sergeants working on all other holidays at the direction of the Chief of Police shall be paid at a rate of time and one-half for all hours worked and shall receive 8.59 hours of PTO in lieu of holiday pay. Police Sergeants, with authorization from the Chief of Police, may substitute the observance of a city holiday for another scheduled work day within the same pay period for purposes of utilizing holiday time off.

Teamsters Union Contract – Article 7 – page 5

5. Overtime is all time scheduled and worked in units of one quarter hour or more, which is in excess of eight and one-half (8.5) hours [for those assigned to a 5-on 2-off rotation or 6-on 2-off 6-on 3-off rotation, and nine \(9\) hours for those assigned to a 6-on 3-off rotation,](#) in any workday or time worked on an Officer's off duty day. Overtime for employees covered by this Agreement shall be compensated either in cash or with time off (compensatory time) at the rate of time and one-half (1 ½). The employee shall have the option of selecting either cash or compensatory time; however, the maximum compensatory time accrual/usage will be forty-two (42) hours each calendar year.

8. A normal police officer shift shall consist of eight and one-half (8.5) hours duration [for those assigned to a 5-on 2-off rotation or 6-on 2-off 6-on 3-off rotation, and nine \(9\) hours for those assigned to a 6-on 3-off rotation,](#) and will include a 30-minute paid lunch break.

Teamsters Union Contract – Article 9 – page 8

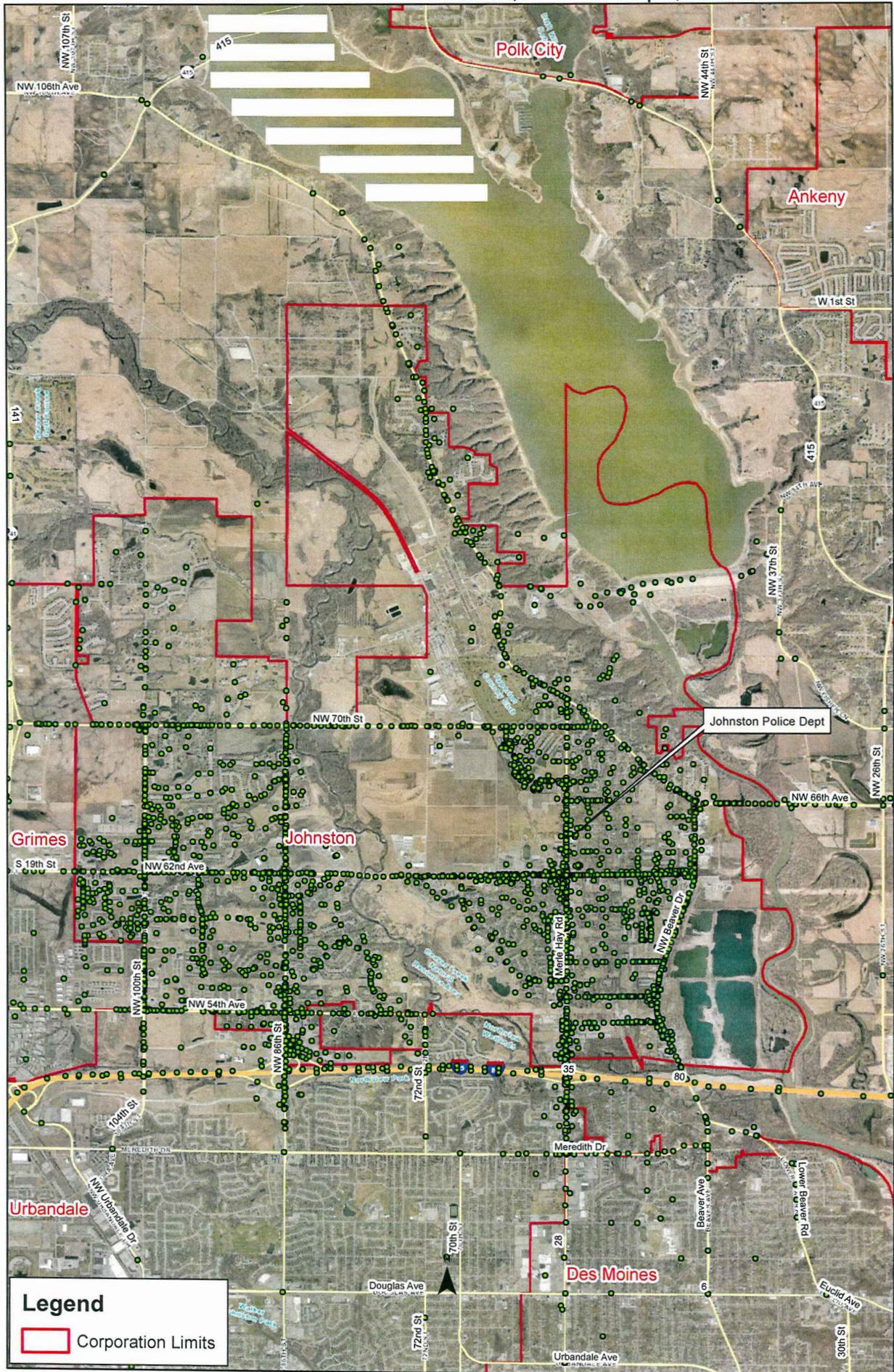
Regular full-time and part-time employees, except seasonal, and temporary employees, are eligible for the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve - December 24
- Christmas Day - December 25

Employees not working a holiday will receive eight (8.5) hours of pay as holiday pay [for those assigned to a 5-on 2-off rotation or 6-on 2-off 6-on 3-off rotation, and nine \(9\) hours of pay for those assigned to a 6-on 3-off rotation.](#)

Any employee working July 4th, Thanksgiving Day, or Christmas Day will receive two (2) times their normal hourly rate for all hours worked; and any employee working any one of the other designated holidays will receive one and one-half (1½) times their normal hourly rate for all hours worked. Employees working any holiday will receive 8.5 hours of PTO in lieu of the holiday pay.

JOPD 2011-2016 CFS - Accidents, Traffic Stops, Hit & Run





OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
WORKSESSION COMMUNICATION
November 7, 2016 Meeting

SUBJECT: Discuss Appointment of Fire Marshal for Johnston-Grimes Metro Fire Department	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
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SYNOPSIS:	<p>The appointment of a Fire Marshal for Johnston-Grimes Metro Fire Department is a change from what was originally asked for and placed in the budget by Chief Krohse. The position approved in the FY 17 budget was for an EMS Coordinator. The new Fire Chief sees a greater need for a full-time Fire Marshal to review plans, perform inspections, acceptance tests and investigate fires with the substantial growth of business, industry, and residential properties in the Johnston-Grimes area.</p> <p>The position would be paid at the Lieutenant Rank and be a lateral transfer for Lt. Craig Ver Huel. This would also mean a promotion for the next eligible person on the current Lieutenants list and a firefighter being assigned to full time from part time to fill the shift vacancy created by moving Lt. Ver Huel off shift to a Monday through Friday daytime schedule.</p>
FISCAL IMPACT:	<p>The Fire Marshal position is already budgeted for in 010.5.150.60120 and 010-160.60120 for regular salaries and all benefit line items within the Fire Department FY 17 Budget as well as the benefits to move the part-time employee to full-time firefighter. The Lieutenant's position would be filled by a full-time Grimes firefighter that would not affect the Johnston City budget.</p>
RECOMMENDATION:	<p>Staff's recommendation to the Council is to approve this position at the November 21, 2016 meeting.</p>



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
Worksession
November 7, 2016

Table with 2 columns: SUBJECT: Discuss Stormwater Utility Capital Improvement Projects and Financial Model; ACTION REQUIRED: [Signature]

SYNOPSIS:

The Utility was created effective July 1, 2012 with an ERU rate of \$4.55. On January 6, 2014, the City Council approved a rate increase from \$4.55 per ERU to \$5.05 per ERU, effective July 1, 2014. On December 7, 2015, the City Council approved a rate increase from \$5.05 to \$5.55 per ERU, effective July 1, 2016. The funding model developed for that rate increase identified a likely increase of \$0.50 per ERU every other year. Beginning in 2016, PFM, the City's Financial Advisor has taken over the preparation of the Stormwater Utility Financial Model, and staff has been working with Matt Stoffel of PFM to develop their model. A copy of which is attached. Matt will be in attendance at the meeting to walk the Committee through the model and the information contained within. In reviewing the previous funding model/CIP there are a number of factors that have resulted in changes to the model as follows:
- Starting with the East of Merle Hay Road projects, to the greatest extent possible, it was decided that all stormwater utility projects would be funded through the use of State Revolving Fund (SRF) loans. To date, the City has secured a \$288,000 loan for the design of the Green Meadows West Channel Stabilization Project. As well as SRF funding for the East of Merle Hay Road improvements. Design loans are interest free for a period of 3 years and are wrapped into the ultimate construction loan. Only interest is paid on the funds as they're borrowed for construction projects with payments beginning after completion of the project. The resulting delay in repayment creates an improvement in the overall cash flow of the stormwater utility, particularly in the first couple of years where it was originally assumed GO debt would be issued and payments required thereafter. In learning the SRF process, staff delayed proceeding with other projects, but is intending to proceed with SRF applications for the noted 2017-2018 projects prior to their December 1, 2016 application deadline.
- Two smaller projects, Orchard Meadows # 1 - Ridge Crest Drive and Trace Court Outlet under Bike Trail, as well as the design for the Beaver Creek Repair Near Augustine are proposed to be funded by cash reserves within the utility in the current budget year.

- In previous CIP's the Newgate Drive Channel was one project totaling more than \$1.2 million. In reviewing this over the last 12-18 months, the western upstream end is in need of more urgent repair. Thus, funds were expended in 2015/2016 to design a smaller upstream project with an estimated construction cost of \$350,000. A second project would be completed in a later year downstream of the initial project. The smaller project is proposed to be funded by SRF loan in FY 2017-2018.
- One new project is anticipated to be added to the list of projects, the Timberwood Drive Trail Stabilization. This area is upstream/west of the Greenwood Hills project and the existing channel has been eroding and threatening a section of the existing trail. Staff is working on estimating a cost for this project.
- The financial model continues two assumptions previously used in the model:
 - 10% of the revenue would be used for "Operations and Maintenance" this accounts for the water quality monitoring program, funds for engineering of small projects, payment of SWU related dues (ISWEP), and funds for small stormwater related projects that are completed in house or contracted with smaller contractors (manhole repairs, intake replacement, etc.)
 - 1% of the revenue would be set aside for a homeowner grant project (see summary of grant program below).

The 10% O&M is shown in this model to be split between contractual costs (line 12) which would include the water quality monitoring program, engineering funds and ISWEP dues, the remaining funds are shown in a project reserve fund (line 52). The idea behind the project reserve fund is this fund would be used for the smaller improvement projects, and in time could be used to fund larger project as the balance increased. While the model shows this fund growing each year, the intent would be for a portion of these to be expended each year for smaller projects or banked for a year or two to complete a larger project. This fund allows for the flexibility to address more urgent projects as they arise.

HOMEOWNER GRANT PROGRAM:

Beginning July 1, 2016, staff has been promoting a homeowner grant program to provide funding assistance to residents who desire to make water quality improvements on their properties. To date 8 applications have been approved as detailed the attached table. Staff is very happy with the initial interest in the program and will continue to promote this, particularly as we get into next Spring.

FISCAL IMPACT:

Based upon the attached financial model of the Stormwater Utility, no fee increase is proposed for the upcoming FY 2017-2018 year.

Recommendation:

Include the noted projects in the CIP, proceed with the noted SRF funding applications and make no changes to the ERU fee for 2017.

CITY OF JOHNSTON, IOWA
Storm Water Enterprise Fund

BASE CASE

EXHIBIT 1

<i>Growth Assumptions</i>	
Growth (ERU per year)	200
Personnel Expenses	0.00%
Operating Expenses	3.50%
Interest Rate	0.10%

<i>STORM WATER REVENUE ADJUSTMENTS</i>					
1-Jan-14	10.99%	1-Jul-18	9.01%	1-Jul-22	7.63%
1-Jul-15	0.00%	1-Jul-19	0.00%	1-Jul-23	0.00%
1-Jul-16	9.90%	1-Jul-20	8.26%	1-Jul-24	7.09%
1-Jul-17	0.00%	1-Jul-21	0.00%	1-Jul-25	0.00%

	Audited Financial Statements:			Unaudited	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Rates:														
Monthly Fee (\$/ERU) 1	\$4.55	\$4.55	\$5.05	\$5.05	\$5.55	\$5.55	\$6.05	\$6.05	\$6.55	\$6.55	\$7.05	\$7.05	\$7.55	\$7.55
Total ERU (City Estimate) 2	10,775	11,055	11,255	11,455	11,655	11,855	12,055	12,255	12,455	12,655	12,855	13,055	13,255	13,455
Total ERU (Billing Report) 3	10,937	11,025	11,079	11,034	11,034	11,034	11,034	11,034	11,034	11,034	11,034	11,034	11,034	11,034
Average \$\$ Per Res. ERU/Mo. 4	\$4.89	\$4.74	\$5.22	\$5.14	\$5.65	\$5.65	\$6.15	\$6.15	\$6.66	\$6.66	\$7.17	\$7.17	\$7.68	\$7.68
Operating Revenues														
Charges for Service 6	\$588,315	\$603,603	\$682,053	\$668,660	\$776,223	\$789,543	\$875,193	\$889,713	\$978,963	\$994,683	\$1,087,533	\$1,104,453	\$1,200,903	\$1,219,023
Sales Tax Revenue 7	\$9,426	\$10,470	\$11,628	\$11,560	\$13,420	\$13,650	\$15,131	\$15,382	\$16,925	\$17,196	\$18,802	\$19,094	\$20,762	\$21,075
Miscellaneous 8	34,653	14,584	10,833	25,658	0	0	0	0	0	0	0	0	0	0
Total Operating Revenues 9	\$632,394	\$628,657	\$704,514	\$705,878	\$789,643	\$803,193	\$890,324	\$905,095	\$995,888	\$1,011,879	\$1,106,335	\$1,123,547	\$1,221,665	\$1,240,098
Operating Expenses														
Personnel 10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contractual 12	9,259	3,512	20,614	54,817	18,509	19,157	19,828	20,522	21,240	21,983	22,753	23,549	24,373	25,226
Sales Tax Expense 13	9,426	10,470	11,628	11,560	13,420	13,650	15,131	15,382	16,925	17,196	18,802	19,094	20,762	21,075
Commodities 14	149	221	20	0	0	0	0	0	0	0	0	0	0	0
Depreciation 15	0	0	65,756	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expense 16	\$18,834	\$14,203	\$98,018	\$66,377	\$31,929	\$32,807	\$34,958	\$35,903	\$38,165	\$39,180	\$41,554	\$42,643	\$45,135	\$46,301
Net Operating Income 17	\$613,560	\$614,454	\$606,496	\$639,501	\$757,714	\$770,386	\$855,365	\$869,191	\$957,723	\$972,700	\$1,064,780	\$1,080,904	\$1,176,530	\$1,193,797
Interest Income 18	16	3,070	529	745	1,128	1,165	1,302	1,489	1,408	1,109	1,126	1,137	1,168	1,300
Depreciation 19	0	0	65,756	0	0	0	0	0	0	0	0	0	0	0
Net Revenue for Debt 20	\$613,576	\$617,524	\$672,781	\$640,246	\$758,841	\$771,551	\$856,667	\$870,680	\$959,131	\$973,808	\$1,065,906	\$1,082,041	\$1,177,698	\$1,195,096

CITY OF JOHNSTON, IOWA

BASE CASE

EXHIBIT 1

Storm Water Enterprise Fund

Growth Assumptions	
Growth (ERU per year)	200
Personnel Expenses	0.00%
Operating Expenses	3.50%
Interest Rate	0.10%

STORM WATER REVENUE ADJUSTMENTS					
1-Jan-14	10.99%	1-Jul-18	9.01%	1-Jul-22	7.63%
1-Jul-15	0.00%	1-Jul-19	0.00%	1-Jul-23	0.00%
1-Jul-16	9.90%	1-Jul-20	8.26%	1-Jul-24	7.09%
1-Jul-17	0.00%	1-Jul-21	0.00%	1-Jul-25	0.00%

	Audited Financial Statements:			Unaudited	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Net Revenue for Debt 21	\$613,576	\$617,524	\$672,781	\$640,246	\$758,841	\$771,551	\$856,667	\$870,680	\$959,131	\$973,808	\$1,065,906	\$1,082,041	\$1,177,698	\$1,195,096
Stormwater Debt Service 22														
Proposed SRF Loan, 2017A	\$0	\$0	\$0	\$0	\$0	\$17,198	\$37,134	\$53,311	\$66,484	\$308,544	\$315,800	\$311,000	\$311,200	\$311,300
Proposed SRF Loan, 2017B	0	0	0	0	0	44,842	43,100	42,500	41,900	46,300	45,600	44,900	44,200	43,500
Proposed SRF Loan, 2017C	0	0	0	0	0	130,322	146,300	149,300	147,200	150,100	147,900	145,700	148,500	146,200
Proposed SRF Loan, 2022A	0	0	0	0	0	0	0	0	0	16,300	102,600	106,200	104,700	103,200
Reserved	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenue Debt Service	\$0	\$0	\$0	\$0	\$0	\$192,361	\$226,534	\$245,111	\$255,584	\$521,244	\$611,900	\$607,800	\$608,600	\$604,200
2012A G.O. Bonds	\$142,206	\$146,092	\$144,931	\$143,494	\$146,769	\$144,969	\$143,169	\$140,769	\$143,369	\$140,869	\$138,369	\$140,869	\$138,269	\$140,669
2013B G.O. Bonds	0	260,975	261,329	251,576	255,088	252,928	255,048	251,348	251,908	251,683	255,736	253,975	251,625	253,670
2015A G.O. Bonds	0	0	0	35,636	37,998	36,998	35,998	34,748	34,248	32,998	37,435	36,685	35,935	35,110
Reserved	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total General Obligation Debt	\$142,206	\$407,067	\$406,260	\$430,705	\$439,854	\$434,894	\$434,214	\$426,864	\$429,524	\$425,549	\$431,539	\$431,528	\$425,828	\$429,448
Total Stormwater Debt	\$142,206	\$407,067	\$406,260	\$430,705	\$439,854	\$627,255	\$660,749	\$671,975	\$685,108	\$946,793	\$1,043,439	\$1,039,328	\$1,034,428	\$1,033,648
Debt Service Coverage														
Net Revenues/ Revenue Debt	N/A	N/A	N/A	N/A	N/A	4.01	3.78	3.55	3.75	1.87	1.74	1.78	1.94	1.98
Net Revenues / All Debt	221.81	1.52	1.66	1.49	1.73	1.23	1.30	1.30	1.40	1.03	1.02	1.04	1.14	1.16
Cashflow after Debt Service 37	\$232,294	\$210,457	\$266,521	\$209,541	\$318,987	\$144,296	\$195,918	\$198,705	\$274,022	\$27,015	\$22,467	\$42,713	\$143,270	\$161,448
Capital Outlays- Bonding	\$0	(\$700,337)	(\$3,166,726)	(\$50,028)	(\$288,000)	(\$4,273,497)	(\$860,000)	(\$715,000)	(\$880,000)	\$0	(\$1,589,782)	\$0	\$0	\$0
Capital Outlays- Pay Go	\$0	\$0	\$0	\$0	(\$273,600)	\$0	\$0	(\$270,608)	(\$563,081)	\$0	\$0	\$0	\$0	\$0
Bond Proceeds	0	3,055,172	426,229	0	0	0	0	0	0	0	0	0	0	0
SRF Bond Proceeds-Merle Hay	0	0	0	0	0	1,530,000	860,000	715,000	880,000	0	0	0	0	0
SRF Bond Proceeds-Other	0	0	0	0	288,000	2,743,497	0	0	0	1,589,782	0	0	0	0
Homeowners Grant	0	0	0	(150)	(7,896)	(8,032)	(8,903)	(9,051)	(9,959)	(10,119)	(11,063)	(11,235)	(12,217)	(12,401)
Transfers(Out)/In	0	(2,359,737)	0	0	0	0	0	0	0	0	0	0	0	0
Other Cash Adjustments	0	2,612,204	(2,531)	228,812	0	0	0	0	0	0	0	0	0	0
Transfers (to)/from Restricted	0	0	0	0	(60,455)	(61,162)	(69,205)	(69,988)	(78,349)	(79,205)	(87,881)	(88,806)	(97,793)	(98,783)
Annual Surplus/ (Deficit)	\$232,294	\$2,817,759	(\$2,476,507)	\$388,175	(\$22,964)	\$75,102	\$117,810	(\$150,942)	(\$377,366)	(\$62,308)	(\$76,477)	(\$57,328)	\$33,260	\$50,264
Beg. Operating Cash Balance 48	\$166,197	\$398,491	\$3,216,250	\$739,743	\$1,127,918	\$1,104,954	\$1,180,056	\$1,297,867	\$1,146,925	\$769,559	\$707,251	\$630,773	\$573,445	\$606,705
Ending Operating Cash Balance 49	\$398,491	\$3,216,250	\$739,743	\$1,127,918	\$1,104,954	\$1,180,056	\$1,297,867	\$1,146,925	\$769,559	\$707,251	\$630,773	\$573,445	\$606,705	\$656,969
Cash Balance as % of O & M	365%	22645%	755%	1699%	3461%	3597%	3713%	3194%	2016%	1805%	1518%	1345%	1344%	1419%
Restricted/Designated Cash 51														
Project Reserve Fund	\$0	\$0	\$0	\$0	\$60,455	\$121,617	\$190,821	\$260,809	\$339,158	\$418,363	\$506,243	\$595,049	\$692,842	\$791,625
Debt Sinking Fund	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Restricted/Designated Cash	\$0	\$0	\$0	\$0	\$60,455	\$121,617	\$190,821	\$260,809	\$339,158	\$418,363	\$506,243	\$595,049	\$692,842	\$791,625
Total Cash 56	\$398,491	\$3,216,250	\$739,743	\$1,127,918	\$1,165,409	\$1,301,673	\$1,488,688	\$1,407,734	\$1,108,717	\$1,125,613	\$1,137,016	\$1,168,494	\$1,299,547	\$1,448,594

CITY OF JOHNSTON, IOWA
Storm Water Enterprise Fund

BASE CASE

EXHIBIT 1

Growth Assumptions	
Growth (ERU per year)	200
Personnel Expenses	0.00%
Operating Expenses	3.50%
Interest Rate	0.10%

STORM WATER REVENUE ADJUSTMENTS					
1-Jan-14	10.99%	1-Jul-18	9.01%	1-Jul-22	7.63%
1-Jul-15	0.00%	1-Jul-19	0.00%	1-Jul-23	0.00%
1-Jul-16	9.90%	1-Jul-20	8.26%	1-Jul-24	7.09%
1-Jul-17	0.00%	1-Jul-21	0.00%	1-Jul-25	0.00%

	Audited Financial Statements:			Unaudited	Budget	Projected								
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Capital Project Detail Bonding:														
Merle Hay East Projects 57						1,530,000	860,000	715,000	880,000					
Green Meadows West Channel Stabilization 58					288,000	2,091,204								
Newgate Drive Channel (Upstream) 59						350,000								
Newgate Drive Channel (Downstream) 60											1,090,103			
Beaver Creek Repair Near Augustine (Constr.) 61						302,293								
Augustine Outlet Near Trail 62											155,073			
Bright Property - Storm Sewer Improv. 63											344,606			
Miscellaneous 64		700,337	3,166,726	50,028										
Capital Project Detail Bonding Total:	0	700,337	3,166,726	50,028	288,000	4,273,497	860,000	715,000	880,000	0	1,589,782	0	0	0
Capital Project Detail Pay Go:														
Orchard Meadows #1 - Ridge Crest Drive 65					86,700									
Trace Court Outlet under Bike Trail 66					96,900									
Beaver Creek Repair Near Augustine (Design) 67					90,000									
North Glenn Stream Improvements 68								270,608						
Harbour Oaks #2 - Harbour Oaks Drive 69									99,367					
The Harour #2 - Longboat Court 70									93,847					
The Forest - Forest Drive 71									226,336					
The Wilderness 72									143,531					
Reserved 73														
Capital Project Detail Pay Go Total:	0	0	0	0	273,600	0	0	270,608	563,081	0	0	0	0	0
Total Capital Project:	74	0	700,337	3,166,726	50,028	561,600	4,273,497	860,000	985,608	1,443,081	0	1,589,782	0	0

Address	Applicant's Name	Application Date	Project Type	Requested Amount (\$)	Staff Approved (Yes or No)	Council Approval of Claims	Approved Amount (\$)	Total Project Value (\$)
5979 Dogwood Circle	Virginia Soelberg	6/7/2016	Rain Barrel	\$75.00	Yes	7/5/2016	\$ 75.00	\$ 185.39
5832 NW 92nd Court	Carson Hattel	6/10/2016	Rain Barrel	\$75.00	Yes	7/5/2016	\$ 75.00	\$ 151.44
5979 Dogwood Circle	Virginia Soelberg	6/20/2016	Rain Garden	\$396.00	Yes	10/3/2016	\$ 380.00	\$ 760.00
5804 NW 52nd Street	Christine A. Stevenson	6/30/2016	Erosion Control / Vegetated Swale	\$750.00	No	NA	NA	NA
6645 NW 52nd Court	Randy Walker	7/25/2016	Rain Barrel	\$46.34	Yes	8/1/2016	\$ 46.34	\$ 92.69
9704 Candleridge Circle	Steven Rothmeyer	7/29/2016	Rain Barrel	\$48.84	Yes	8/15/2016	\$ 46.34	\$ 114.39
8208 Chamberly Boulevard	Terry Hu	8/18/2016	Rain Barrel	\$75.00	Yes	10/17/2016	\$ 49.99	\$ 99.97
5405 NW 89th Street	Ida Dominguez	8/24/2016	Rain Barrel	\$75.00	Yes			
5804 NW 52nd Street	Christine A. Stevenson	9/20/2016	Erosion Control / Vegetated Swale / Infiltration	\$548.50	Yes			
Total Requested:				\$2,089.68		Total Approved as of 10/28/16	\$ 672.67	\$ 1,403.88

JOHNSTON CITY COUNCIL
COUNCIL MEETING NO. 16-22
Johnston City Hall, 6221 Merle Hay Road
November 7, 2016
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. WELCOME
4. PLEDGE OF ALLEGIANCE
5. AGENDA APPROVAL
6. PUBLIC COMMUNICATIONS

7. PUBLIC HEARINGS

Conduct a Public Hearing on the Proposal to Enter into a Project Oak Amendment to Beaver Creek Plat 1 Improvements Development Agreement and Research Growth Chambers Building Development Agreement by and Among the City of Johnston with E.I. DuPont de Nemours and Company and Pioneer Hi-Bred International, Inc.

 - a. Consider Resolution No. 16-234 Approving and Authorizing Execution of a Project Oak Amendment to Beaver Creek Plat 1 Improvements Development Agreement and Research Growth Chambers Building Development Agreement by and Among the City of Johnston and E.I. DuPont de Nemours and Company and Pioneer Hi-Bred International Inc.

8. CONSENT AGENDA
 - a. Consider Minutes of October 17, 2016 Worksession
 - b. Consider Minutes of October 17, 2016 Council Meeting
 - c. Consider Approval of Contract with Johnston Living/Big Green Umbrella
 - d. Consider Resolution No. 16-238 Accepting the Agreement with Snyder & Associates for Professional Services for Phase 4 and Phase 5 of Terra Lake Park Project
 - e. Consider Resolution No. 16-230 – Approving the Stormwater Management Facilities Maintenance Agreement for 8601 Thomas Avenue (PZ Case 16-27)
 - f. Consider Approval of Partial Pay Request Number 7 to Rochon Corporation of Iowa, Inc., in the Amount of \$232,647.40, for Terra Lake Park Improvements Phase 3
 - g. Consider Resolution No. 16-240 – Approving Staff Appointments and Establishing Wages
 - h. Consider Resolution No. 16-235 – Approving a Purchase Agreement with Dennis Meyer for the Purchase of Right of Way for the NW 63rd Place Extension Project
 - i. Consider Resolution No. 16-233 – Approving Change Order No. 3 and 4 with Corell Contractor, Inc., for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project
 - j. Consider Approval of Pay Application No. 7 to Corell Contractor, Inc., for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project
 - k. Consider Resolution No. 16-239 – Approving Change Order No. 4 for the Addition of Steel Base Plate for the Amphitheater for the Terra Park Project, Phase 3
 - l. Consider Approval of Pay Request to TK Concrete in the Amount of \$96,442.50 for Work on the Green Meadows Flume Repair Project
 - m. Consider Resolution No. 16-241 – Approving Transfers for 2016-2017 Fiscal Year
 - n. Consider Approval of Pay Request No. 16 to Alliance Construction Group in the Amount of \$516,968.23 for Work Completed as of October 28, 2016, on the NW 70th Avenue Improvements 98th Street to West City Limits

- o. Consider Approval of Pay Request No. 14 to Manatt's, Inc., in the Amount of \$1,198,321.05 for Work Completed as of October 31, 2016, on the NW 100th Street Reconstruction Project
- p. Consider Approval of PO to Keck Oil for the Purchase of Fuel (\$11,895.72)
- q. Consider Resolution No. 16-237 – A Resolution Approving Change Order No. 3 for the NW 60th Avenue Improvements (Phase 4A)
- r. Consider Approval of Pay Request No. 12 to Rognes Corporation in the Amount of \$21,734.33 for Work Completed as of October 28, 2016, on E of Merle Hay Road NW 60th Ave Improvements Project Phase 4A
- s. Consider Approval of Pay Request No. 2 to Weidner Construction, Inc., in the Amount of \$5,700.00 for Work Completed as of September 30, 2016, on the 86th Street Booster Pump Station Improvements
- t. Consider Approval of Pay Request No. 3 to Weidner Construction, Inc., in the Amount of \$59,755.00 for Work Completed as of October 31, 2016, on the 86th Street Booster Pump Station Improvements
- u. Consider Resolution No. 16-232 – Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan in the City of Johnston, State of IA
- v. Consider Resolution No. 16-236 – Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 8 to the East Central Urban Renewal Plan in the City of Johnston, State of Iowa
- w. Consider Resolution No. 16-231 – Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan in the City of Johnston, State of Iowa
- x. Consider an Amendment to the Professional Services Agreement with Snyder and Associates to Provide a Third Party Review of Alternatives and Issues Related to the Southwest Area Road and Traffic Working Group
- y. Receive and file the following reports:
 - 1. Year to Date Building Permit Report

9. NON-CONSENT AGENDA

- a. Consider Resolution No. 16-228 – Establishing Deer Management Zones on Private Properties for the 2016/17 Urban Bow Hunt Program
- b. Consider Resolution No. 16-229 – Approving an Agreement to Complete Improvements for the Wilkie Place Subdivision
- c. Consider approval of Claims in the amount of \$3,542,729.39

10. CITY ADMINISTRATOR/STAFF COMMENTS

11. CITY COUNCIL COMMENTS

12. UPCOMING MEETINGS

November 21, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.
December 5, 2016	City Hall	Worksession 6:00 p.m. Meeting 7:00 p.m.

13. ADJOURNMENT



ITEM NO. 7a

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7, 2016

<p>SUBJECT: Public hearing on the proposal to enter into a Project Oak Amendment to Beaver Creek Plat 1 Improvements Development Agreement and Research Growth Chambers Building Development Agreement by and among the City of Johnston with E.I. DuPont de Nemours and Company and Pioneer Hi-Bred International, Inc.</p> <p>Consider Resolution No. 16-234 approving and authorizing execution of a Project Oak Amendment to Beaver Creek Plat 1 Improvements Development Agreement and Research Growth Chambers Building Development Agreement by and among the City of Johnston and E.I. DuPont de Nemours and Company and Pioneer Hi-Bred International, Inc</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input checked="" type="checkbox"/> Attorney Review</p>
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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) 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.

Following the public hearing, this action involves the City Council considering approval of the Project Oak amendment to Beaver Creek Plat 1 Improvements Development Agreement (September 2010) and Research Growth Chambers Building Development Agreement (September 2012).

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

Conduct a the public hearing and approve Resolution No. 16-234.

RESOLUTION NO. 16-234

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A PROJECT OAK AMENDMENT TO
BEAVER CREEK PLAT 1 IMPROVEMENTS DEVELOPMENT
AGREEMENT AND RESEARCH GROWTH CHAMBERS
BUILDING DEVELOPMENT AGREEMENT BY AND AMONG
THE CITY OF JOHNSTON AND E.I. DUPONT DE NEMOURS
AND COMPANY AND PIONEER HI-BRED
INTERNATIONAL, INC.

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 Plan 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 any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.

- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Amendment, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Amendment, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan 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.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendment as executed.

PASSED AND APPROVED this 7th day of November, 2016.

Mayor

ATTEST:

City Clerk

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.

This Project Oak Amendment ("Amendment"), made as of the ____ day of November, 2016, amends the Beaver Creek Plat 1 Improvements Development Agreement dated September 20, 2010 ("Beaver Creek Agreement") and the Research Growth Chambers Building Development Agreement dated September 17, 2012 ("Growth Chambers Agreement"), between the City of Johnston, Iowa ("City") and E.I. DuPont de Nemours and Company ("DuPont"), and its wholly-owned subsidiary Pioneer Hi-Bred International, Inc. ("Pioneer"), (DuPont and Pioneer hereinafter collectively referred to as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act (Iowa Code ch. 403), the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the N.W. 62nd Avenue Urban Renewal Area (the "NW 62nd Urban Renewal Area"), which is described in the Urban Renewal Plan (the "NW 62nd Urban Renewal Plan"); approved for such area by Resolution No. 98-245 on 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); and

WHEREAS, consistent with the objectives of the NW 62nd Urban Renewal Plan and the Urban Renewal Act, the City and 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, in furtherance of the objectives of the Urban Renewal Act, the City has also undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the East Central TIF Urban Renewal Area (the "East Central Urban Renewal Area"), which is described in the Urban Renewal Plan (the "East Central Urban Renewal Plan") approved for such area by Resolution No. 93-121 on 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); and

WHEREAS, consistent with the objectives of the East Central Urban Renewal Plan and the Urban Renewal Act, 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, on February 19, 2016, the City and Pioneer entered into a Memorandum of Understanding (“MOU”), pursuant to which Pioneer stated its intent to:

1. establish and maintain 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; and
3. make a minimum capital investment of \$500,000 in the City

(collectively referred to as “Project Oak”); and

WHEREAS, in the MOU, the City stated its intent to provide Pioneer with up to One Million Dollars (\$1,000,000) in additional tax increment rebates in exchange for Pioneer completing Project Oak; and

WHEREAS, the MOU contemplated that the City and Pioneer would enter into a detailed agreement confirming the intentions set forth in the MOU, and this Amendment is intended to constitute that agreement; and

WHEREAS, the City believes that the fulfillment generally of this Amendment is in the vital and best interests of the City and in accord with the public purposes and provisions of the

applicable State and local laws and requirements under which the foregoing Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. AMENDMENTS CONDITIONAL

Section 1.1. The amendments to the Beaver Creek Agreement set forth in Article II and the amendments to the Growth Chambers Agreement set forth in Article III shall be effective upon execution of this Amendment by both parties ("Effective Date"), but are conditioned on all of the following:

- (a) The Merger between Dow and DuPont shall close by June 30, 2017.
- (b) After the Merger and no later than June 30, 2018, Developer or its successor shall make a minimum capital investment in the City of at least Five Hundred Thousand Dollars (\$500,000) as referenced in Agreement No. 16-DF/TC-039 with the Iowa Economic Development Authority and the City, which investment shall not already be required by any other agreement between the City and the Developer in effect as of the date of this Amendment.
- (c) The Developer, or its successor, must enter into, and be in compliance with, Agreement No. 16-DF/TC-039 with the Iowa Economic Development Authority and the City.

If any of the above conditions are not satisfied, then the City may, in its sole discretion, terminate this Amendment, and the terms and conditions of the original agreements shall be controlling thereafter. The City shall provide written notice of the termination to Developer within 30 days of becoming aware of the failure of any such condition.

ARTICLE II. AMENDMENT TO BEAVER CREEK AGREEMENT

As of the Effective Date, the Beaver Creek Agreement shall be deemed Amended as set forth in this Article II. All capitalized words used in this Article II and not specifically defined herein shall have the same definitions as in the Beaver Creek Agreement.

Section 2.1. Employment. Section 6.6 of the Beaver Creek Agreement is replaced in its entirety with the following:

Section 6.6. Employment. Pursuant to Exhibit "D" of the Economic Development Assistance Contract by and among Developer, the City and the Iowa Economic Development Authority, Contract No. 16-DF/TC-039, ("IEDA Agreement"), attached as Amended Exhibit E to the Project Oak Amendment, Developer shall employ 2634 employees in the City (with 2171 employees at or above the Qualifying Wage Threshold as defined in the IEDA Agreement) through February 28, 2023 (the Maintenance Period Completion Date), subject to the base employee number reset outlined in the IEDA Agreement. At least 250 and up to 500 of the employees retained in the City must be Full-Time Research and Development Jobs. For purposes of this Agreement, "Full-Time

Research and Development Jobs” shall mean jobs performed in support of product development meeting the Qualifying Wage Threshold and having Sufficient Benefits as defined in the IEDA Agreement 16-DF/TC-039. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations, subject to the limitations described above in Section 6.2. If the required level of employees falls below what is required in this Agreement, there shall be a “penalty/claw back” from Developer as described in the Amended Exhibit “F” attached to the Project Oak Amendment.

Section 2.2. Annual Certification. Section 6.7 of the Beaver Creek Agreement is replaced in its entirety with the following:

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (a) a written statement from the County Auditor showing the estimated amount of Tax Increments (as defined in Section 1.1 of this Agreement) in respect of the Development Property for the following fiscal year; (b) proof that all ad valorem taxes on the Development Property and Minimum Improvements, if applicable, have been paid for the prior fiscal year; (c) certification of the number of Full-Time Research and Development Jobs retained by Developer in the City and the Total number of employees employed by Developer in the City; and (d) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2013 and ending on November 1, 2021, both dates inclusive.

Section 2.3. Assignment and Transfer. Section 7.1 of the Beaver Creek Agreement is amended by adding the following paragraph:

Notwithstanding anything to the contrary in this Section 7.1, City understands and agrees that Developer may assign this Agreement to DowDuPont by action of the Merger and DowDuPont may in turn assign this Agreement to Agriculture Company or affiliated Agriculture entities, including its rights and duties hereunder, provided however that Developer will provide City with written notice prior to the date of any such assignment.

Section 2.4. Economic Development Grants. Section 8.1 of the Beaver Creek Agreement is replaced in its entirety with the following:

Section 8.1. Economic Development Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Act, the City agrees, subject to Developer and Ryan being and remaining in compliance with the terms of this Agreement as to their respective duties and obligations, to assume an obligation to make up to six (6) consecutive annual payments to Developer up to an aggregate total amount not to exceed \$4,981,514 (subject to a possible increase in payments as described below in subparagraph c) under the following formula:

Beaver Creek Plat 1 Improvements

Assuming full assessment of the Beaver Creek Plat 1 Minimum Improvements on January 1, 2013 and debt certification to the Auditor prior to December 1, 2013, the Economic Development Grants shall commence on June 1, 2015 and end no later than June 1, 2020, pursuant to Section 403.19 of the Urban Renewal Act in the following amounts for the Beaver Creek Plat 1 Minimum Improvements only:

- June 1, 2015 – 100% of Tax Increments
- June 1, 2016 – 100% of Tax Increments
- June 1, 2017 – 100% of Tax Increments
- June 1, 2018 – 100% of Tax Increments
- June 1, 2019 – 100% of Tax Increments
- June 1, 2020 – 100% of Tax Increments

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Beaver Creek Plat 1 Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the Beaver Creek Plat 1 Improvements TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but the first five such annual payments shall be reduced by an amount of \$89,537 (\$447,686 divided by 5 years) ("Road Deduction"), which represents the Developer's annual contribution to the local share of road improvements necessitated by increased traffic associated with the Project. The Road Deduction amount is a fixed amount regardless of the assessed value of the Development Property. Additionally, such annual payments are subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants.")

In the event that the Minimum Improvements are completed prior to December 31, 2011, so that a full assessment of the Beaver Creek Plat 1 Minimum Improvements occurs on January 1, 2012, Developer may include a request in its November 1, 2012 certification under Section 6.7 that the City certify debt by December 1, 2012, so that the Economic Development Grants may commence

one year earlier and end no later than June 1, 2019, all as allowed under the terms of this Article.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon: (i) compliance with the terms of this Agreement; and (ii) timely filing by Developer of the annual certificate required under Section 6.7 hereof and the Council's approval thereof. If Developer's annual certificate is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the City as of January 1 of that year, to be collected by the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on June 1 of that fiscal year. (Example: if Developer and the City each so certify in November 2013, on the Beaver Creek Plat 1 Minimum Improvements, the first Economic Development Grant would be paid to Developer on June 1, 2015 (for 100% of the Tax Increment for fiscal year 2014-2015), less the Road Deduction).

c. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall in no event exceed \$4,981,514. (This amount includes the total Road Deduction of \$447,686.) Economic Development Grants shall at all times be subject to suspension and termination in accordance with the terms of this Article VIII, Article X and Article XI. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance. Notwithstanding anything in this paragraph or in this Agreement to the contrary, however, Developer shall have the right to request that the City make a good faith effort to consider an amendment to this Agreement increasing the cap of \$4,981,514 in the event that the assessed value for real estate tax purposes of the Beaver Creek Plat 1 Minimum Improvements exceeds \$30,000,000 by 5% or more, as established by the Polk County Assessor after completion of the Minimum Improvements. In the event that such an amendment is made to this Agreement, the Road Deduction amount shall not change.

It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined after the Minimum Improvements are completed and the valuation of said Improvements have been determined by the County Assessor.

d. In the event that the annual certificate required to be delivered by the Developer under Section 6.7 is not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which

may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

e. In the event that any certificate filed by Developer under Section 6.7 discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 or other provision of this Agreement (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2 or other provision of this Agreement), the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

f. Each annual certificate filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 2.5. Termination Date. Section 12.8 of the Beaver Creek Agreement is replaced in its entirety with the following:

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on December 31, 2021, unless terminated earlier under the provisions of this Agreement.

Section 2.6. Exhibit F. Exhibit F to the Beaver Creek Agreement is replaced in its entirety with the AMENDED EXHIBIT F TO BEAVER CREEK AGREEMENT attached hereto.

ARTICLE III. AMENDMENT TO GROWTH CHAMBER AGREEMENT

As of the Effective Date, the Growth Chambers Agreement shall be deemed amended as set forth in this Article III. All capitalized words used in this Article III and not specifically defined herein shall have the same definitions as in the Growth Chambers Agreement.

Section 3.1. Employment. Section 6.6 of the Growth Chambers Agreement is replaced in its entirety with the following:

Section 6.6. Employment. Pursuant to Exhibit "D" of the Economic Development Assistance Contract by and among Developer, the City and the Iowa

Economic Development Authority, Contract No. 16-DF/TC-039 ("IEDA Agreement"), attached as Amended Exhibit E to the Project Oak Amendment, Developer shall employ 2634 employees in the City (with 2171 employees at or above the Qualifying Wage Threshold as defined in the IEDA Agreement) through February 28, 2023 (the Maintenance Period Completion Date), subject to the base employee number reset outlined in the IEDA Agreement. At least 250 and up to 500 of the employees retained in the City must be Full-Time Research and Development Jobs. For purposes of this Agreement, "Full-Time Research and Development Jobs" shall mean jobs performed in support of product development meeting the Qualifying Wage Threshold and having Sufficient Benefits as defined in the IEDA Agreement 16-DF/TC-039. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations, subject to the limitations described above in Section 6.2. If the required level of employees falls below what is required in this Agreement, there shall be a "penalty/claw back" from Developer as described in the Amended Exhibit "F" attached to the Project Oak Amendment.

Section 3.2. Annual Certification. Section 6.7 of the Growth Chambers Agreement is replaced in its entirety with the following:

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (a) proof that all ad valorem taxes due and payable on the Development Property and Research Growth Chambers Building and Research Samples Group Addition Improvements have been paid for the prior and current fiscal year; (b) certification of the number of Full-Time Research and Development Jobs retained by Developer in the City and the Total number of employees employed by Developer in the City; and (d) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2014 and ending on November 1, 2021, both dates inclusive. Developer shall provide backup information to substantiate its Annual Certification at City's request. See Amended Exhibit G attached to the Project Oak Amendment for the form of Annual Certification required.

Section 3.3. Assignment and Transfer. Section 7.1 of the Growth Chambers Agreement is amended by adding the following paragraph:

Notwithstanding anything to the contrary in this Section 7.1, City understands and agrees that Developer may assign this Agreement to DowDuPont

by action of the Merger and DowDuPont may in turn assign this Agreement to Agriculture Company or affiliated Agriculture entities, including its rights and duties hereunder, provided however that Developer will provide City with written notice prior to the date of any such assignment.

Section 3.4. Economic Development Grants. Section 8.1 of the Growth Chambers Agreement is replaced in its entirety with the following:

Section 8.1. Economic Development Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement as to their respective duties and obligations, to assume an obligation to make up to seven (7) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed \$1,872,000 under the following formula:

Research Growth Chambers Building and Research Samples Group Addition Improvements

Assuming full assessment of the Research Growth Chambers Building and Research Samples Group Addition Improvements on January 1, 2014 and debt certification to the Auditor prior to December 1, 2014, the Economic Development Grants shall commence on June 1, 2016 and end no later than June 1, 2022, pursuant to Section 403.19 of the Urban Renewal Act in the following amounts for the Research Growth Chambers Building and Research Samples Group Addition Improvements only:

- June 1, 2016 – 100% of Tax Increments for FY 2015-2016
- June 1, 2017 – 100% of Tax Increments for FY 2016-2017
- June 1, 2018 – 100% of Tax Increments for FY 2017-2018
- June 1, 2019 – 100% of Tax Increments for FY 2018-2019
- June 1, 2020 – 100% of Tax Increments for FY 2019-2020
- June 1, 2021 – 100% of Tax Increments for FY 2020-2021
- June 1, 2022 – 100% of Tax Increments for FY 2021-2022

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Research Growth Chambers Building and Research Samples Group Addition Improvements on Development Property under the terms of the Ordinance and deposited into the Research Growth Chambers Building and Research Samples Group Addition Improvements TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Research Growth Chambers Building and Research Samples Group Addition Improvements, such annual payments are subject to

limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants.")

The Parties recognize that the Research Growth Chambers Building consists of a new building. The Research Samples Group Addition is an expansion of a current building. The assessed value (assessed value before rollback) of the pre-existing Research Samples Group Building will not be considered for any Economic Development Grants. See Exhibits B, B-1, B-2, and B-3 for a description and diagram of the locations of the two buildings that will make up the Research Growth Chambers Building and Research Samples Group Addition Improvements when completed.

The Research Samples Group Addition will be on a building whose classification is expected to change to agricultural, which may result in little or no incremental value after the Project is completed, given the base value of the existing building is classified as a commercial building.

The Tax Increments will be measured by calculating the assessed values of the Research Growth Chambers Building and Research Samples Group Addition Improvements described in Exhibits B, B-1, B-2, and B-3, as provided by the Polk County Assessor after the Research Growth Chambers Building and Research Samples Group Addition Improvements are completed and first fully assessed. Developer shall not be in default under this Agreement as long as the buildings identified in Exhibit B and B-1 are constructed, even if the actual assessed value falls below the estimated value of \$10,000,000. The Research Samples Group Addition will be constructed on a building whose classification is expected to change from commercial to agricultural, which may result in little or no incremental value even after the Project is completed. This is because the base value of the existing building on which the Addition will be constructed is valued as a commercial building (a higher assessed value) in the frozen base year.

Notwithstanding anything in this paragraph or in this Agreement to the contrary, however, Developer shall have the right to request that the City make a good faith effort to consider an amendment to this Agreement increasing the cap of \$1,872,000 in the event that the combined assessed value for real estate tax purposes of the Improvements exceeds \$10,000,000 by 5% or more, as established by the Polk County Assessor after completion of the Improvements.

The increased assessed values after construction of the Improvements for the purpose of this Agreement are expected to be approximately \$8,500,000 for the Research Growth Chambers Building and \$1,500,000 for the Research Samples Group Building, but the Polk County Assessor will make the final determination as to the value.

The above schedule of the payments for Economic Development Grants is based on the first full valuation for tax assessment purposes of the Improvements being January 1, 2014. If the completion of the Improvements is delayed so that the Improvements are not fully valued for tax assessment purposes as of January 1, 2014, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Improvements are fully valued for tax

assessment purposes. It is the responsibility of the Developer to inform the City in writing when the Improvements are first fully assessed and to do so not later than November 1 after the January 1 when the Improvements are first fully valued for tax assessment purposes. See Exhibit G which provides the form for this information.

The Economic Development Grants are only for the Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon: (a) compliance with the terms of this Agreement; and (b) timely filing by Developer of the Annual Certification required under Section 6.7 hereof and the Council's approval thereof. After the Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on June 1 of that fiscal year. (As an example: assuming completion by December 31, 2013 and first full valuation for tax assessment purposes on January 1, 2014, if Developer and the City each so certify in November 2014, on the Research Growth Chambers Building and Research Samples Group Addition Improvements, the first Economic Development Grant would be paid to Developer on June 1, 2016 (for 100% of the Tax Increment for fiscal year 2015-2016). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, or if the Developer's Annual Certification is not timely filed or such Annual Certification or other evidence shows that the Developer has not fulfilled the obligation to create and retain jobs, the Developer either is not eligible for an Economic Development Grant or, if the employment requirement in Section 6.6 is not met, is eligible for a reduced Economic Development Grant. See Exhibit E for schedule of employee obligations.

c. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall in no event exceed \$1,872,000; provided, however, that the Developer shall have the right to request the City consider an amendment increasing this cap pursuant to subparagraph (a) above in this Section 8.1. Economic Development Grants shall at all times be subject to suspension and termination in accordance with the terms of this Article VIII, Article X and Article XI. Thereafter the taxes levied on the Research Growth Chambers Building and Research Samples Group Addition Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual Economic Development Grant amounts will be determined after the Research Growth Chambers Building and Research Samples Group

Addition Improvements are completed and the valuation of said Improvements have been determined by the County Assessor.

d. In the event that the Annual Certification required to be delivered by the Developer under Section 6.7 is not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

e. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

f. Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 3.6. Termination Date. Section 12.8 of the Growth Chambers Agreement is replaced in its entirety with the following:

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2022, unless terminated earlier under the provisions of this Agreement.

Section 3.6. Exhibit F. Exhibit F to the Growth Chambers Agreement is replaced in its entirety with the AMENDED EXHIBIT F TO GROWTH CHAMBERS AGREEMENT attached hereto.

Section 3.7. Exhibit G. Exhibit G to the Growth Chambers Agreement is replaced in its entirety with the AMENDED EXHIBIT G TO GROWTH CHAMBERS AGREEMENT attached hereto.

ARTICLE IV. MISCELLANEOUS

Section 4.1. Reference to IDED Agreement. After the Effective Date of this Amendment, any reference to the IDED Agreement in either the Beaver Creek Agreement or Chambers Growth Agreement shall mean the Economic Development Assistance Contract by and among Developer, the City and the Iowa Economic Development Authority (Contract No. 16-DF/TC-039), attached hereto as AMENDED EXHIBIT E.

Section 4.2 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 4.3. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Iowa.

Section 4.4. Agreements Ratified. Except as amended and/or modified by this Amendment, the Beaver Creek Agreement and Growth Chamber Agreement are hereby ratified and confirmed and all other terms of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF JOHNSTON, IOWA

By: _____
Paula Dierenfeld, Mayor

ATTEST:

By: _____
Cyndee Rhames, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JOHNSTON)

On this ____ day of _____, 2016, before me a Notary Public in and for said County, personally appeared Paula Dierenfeld and Cyndee Rhames to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clinton, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Polk County, Iowa

**E.I. DuPONT de NEMOURS AND
COMPANY, AND ITS WHOLLY-OWNED
SUBSIDIARY, PIONEER HI-BRED
INTERNATIONAL, INC.**

By: _____
Mary Van Veen, Vice President - Tax

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Mary Van Veen, to me personally known, who, being by me duly sworn, did say that she is the Vice President-Tax of E.I. DuPont de Nemours and Company, and its Wholly-Owned Subsidiary, Pioneer Hi-Bred International, Inc., and that said instrument was signed on behalf of said corporations; and that the Vice President-Tax, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said companies, by her voluntarily executed.

Notary Public in and for such County &
State

AMENDED EXHIBIT E TO BEAVER CREEK AGREEMENT
IEDA Agreement 16-DF/TC-039
[attach upon execution]

AMENDED EXHIBIT F TO BEAVER CREEK AGREEMENT

PENALTY/CLAWBACK SCHEDULE OF ECONOMIC DEVELOPMENT GRANT

Economic Development Grant Year	Certification Date Per Section 6.7	Economic Development Grant Payout Date	Penalty/Clawback if Employment Numbers are less than as described in Section 6.6¹
1	11/01/2013	06/01/2015	No reduction
2	11/01/2014	06/01/2016	Pro rata reduction in Economic Development Grant ²
3	11/01/2015	06/01/2017	Pro rata reduction in Economic Development Grant
4	11/01/2016	06/01/2018	Pro rata reduction in Economic Development Grant (to account for the baseline employment reset contemplated in the IEDA Contract No. 16-DF/TC-039, the pro rata reduction determination for this Grant will be made as of the date of Grant payout and shall be based upon the base employment numbers required under the IEDA Contract as of that date)
5	11/01/2017	06/01/2019	Pro rata reduction in Economic Development Grant (to account for the baseline employment reset contemplated in the IEDA Contract No. 16-DF/TC-039, the pro rata reduction determination for this Grant will be made as of the date of Grant payout and shall be based upon the base employment numbers required under the IEDA Contract as of that date)
6	11/01/2018	06/01/2020	Pro rata reduction in Economic Development Grant
	11/01/2019	No payout -- 6 years of Grants have expired	Because there is no payout, Developer repays pro rata proportion of Year 6 Grant if 2019 Certification shows deficiency below 250 Research Jobs/Total Jobs Obligation in IEDA Agreement in the City is more than 25%. ³ Repayment due 12/31/19.
	11/01/2020	No payout -- 6 years of Grants have expired	Because there is no payout, Developer repays pro rata proportion of Year 6 Grant if 2020 Certification shows deficiency below 250 Research Jobs/Total Jobs Obligation in IEDA Agreement in the City is more than 25%. Repayment due 12/31/20.
	11/01/2021	No payout because 6 years of Grants have expired	Because there is no payout, Developer repays pro rata proportion of Year 6 Grant if 2021 Certification shows deficiency below 250 Research Jobs/Total Jobs Obligation in IEDA Agreement in the City is more than 25%. Repayment due 12/31/21.

12/31/2021

Agreement terminates per Section 12.8

¹ The employment numbers contained in the original Agreement were replaced by the employment numbers set forth in the Project Oak Amendment as of the Effective Date of that Amendment.

² Prior to the Effective Date of the Project Oak Amendment, the pro rata reduction is determined by averaging the reductions from both the minimum 400 jobs goal and from the minimum total employment goal of 2427 jobs. Example of pro rata reduction: On Nov. 1, 2014, if there are only 300 jobs at the Beaver Creek Facility (75% of goal), but only 2184 jobs in Johnston (89.9% of goal), then the second grant is 82.5% of the Tax Increment. (82.5% is the average of 75% and 89.9%). After the Effective Date of the Project Oak Amendment, the pro rata reduction is determined by averaging the reduction from both the minimum 250 Research and Development Jobs and the Total Jobs Obligation as defined on Exhibit D of the IEDA Contract Number 16-DF/TC-039.

³ Example of a clawback payment: On Nov. 1, 2019, if there are only 200 Research Jobs in the City (80% of goal), and only 1580 Total jobs in the City (60 % of goal), the average of the 2 numbers is 70%, which is more than a 25% reduction from the goal. (70% is less than 75%) Therefore, the clawback amount is 30% of the year 6 (6/1/2020) grant. (100%- 70% is 30%).

AMENDED EXHIBIT E TO GROWTH CHAMBERS AGREEMENT
IEDA Agreement 16-DF/TC-039
[attach upon execution]

**AMENDED EXHIBIT F TO GROWTH CHAMBERS AGREEMENT
PENALTY/CLAWBACK SCHEDULE OF ECONOMIC DEVELOPMENT GRANT**

Economic Development Grant Year	Certification Date Per Section 6.7	Economic Development Grant Payout Date	Penalty/Clawback if Employment Numbers are less than as described in Section 6.6¹
1	11/01/2014	06/01/2016	No Pro rata reduction in Economic Development Grant
2	11/01/2015	06/01/2017	Pro rata reduction in Economic Development Grant ²
3	11/01/2016	06/01/2018	Pro rata reduction in Economic Development Grant (to account for the baseline employment reset contemplated in the IEDA Contract No. 16-DF/TC-039, the pro rata reduction determination for this Grant will be made as of the date of Grant payout and shall be based upon the base employment numbers required under the IEDA Contract as of that date)
4	11/01/2017	06/01/2019	Pro rata reduction in Economic Development Grant (to account for the baseline employment reset contemplated in the IEDA Contract No. 16-DF/TC-039, the pro rata reduction determination for this Grant will be made as of the date of Grant payout and shall be based upon the base employment numbers required under the IEDA Contract as of that date)
5	11/01/2018	06/01/2020	Pro rata reduction in Economic Development Grant
6	11/01/2019	06/01/2021	Pro rata reduction in Economic Development Grant
7	11/01/2020	06/01/2022	Pro rata reduction in Economic Development Grant
	11/01/2021	No payout because 7 years of Grants have expired	Because there is no payout, Developer repays pro rata proportion of Year 7 Grant if 2021 Certification shows deficiency of more than 25% below 250 Full-time Research Jobs/Total Job Obligation in IEDA Agreement in the City. ³ Repayment due 12/31/2021.

12/31/2022

Agreement terminates per Section 12.8

¹ The employment numbers contained in the original Agreement were replaced by the employment numbers set forth in the Project Oak Amendment as of the Effective Date of that Amendment.

² Prior to the Effective Date of the Project Oak Amendment, the pro rata reduction is determined by averaging the reductions from both the minimum 93 jobs goal and from the minimum total employment goal of 2683 jobs. Example of rata reduction: On Nov. 1, 2015, if there are only 70 new jobs at the Research Growth Chambers Building and Research Samples Group Addition Improvements (75% of goal), but only 2,415 jobs in Johnston (90% of goal), then the 6/1/2017 grant is 82.5% of the Tax Increment. (82.5% is the average of 75% and 90%). (Round up to next whole number). After the Effective Date of the Project Oak Amendment, the pro rata reduction is determined by averaging the reduction from both the minimum 250 Research and Development Jobs and the Total Jobs Obligation as defined on Exhibit D of the IEDA Contract Number 16-DF/TC-039.

³ Example of a clawback payment: On Nov. 1, 2021, if there are only 200 Research Jobs in the City (80% of goal), and only 1580 Total jobs in the City (60 % of goal), the average of the 2 numbers is 70%, which is more than a 25% reduction from the goal. (70% is less than 75%) Therefore, the clawback amount is 30% of the year 6 (6/1/2020) grant. (100%- 70% is 30%).

AMENDED EXHIBIT G TO GROWTH CHAMBERS AGREEMENT

DEVELOPER ANNUAL CERTIFICATION

(due before November 1st as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(iii) The number of Full-Time Research and Development Jobs employed by Developer in the City: _____, and the Total number of employees employed by the Developer in the City: _____.

(iv) the undersigned officers of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, and certifies that the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

E.I. DuPONT de NEMOURS AND COMPANY, AND ITS WHOLLY-OWNED SUBSIDIARY, PIONEER HI-BRED INTERNATIONAL, INC.

By: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of E.I. DuPont de Nemours and Company, and its Wholly-Owned Subsidiary, Pioneer Hi-Bred International, Inc., and that said instrument was signed on behalf of said corporations; and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporations, by them voluntarily executed.

Notary Public in and for the State of Iowa

(SEAL)

Attachments: (a) Proof of payment of taxes
01254002\10765-331

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

Ja

1. CALL TO ORDER

The meeting was called to order by Mayor Dierenfeld at 6:01 p.m.

2. ROLL CALL

The following answered Roll Call as present: Brown, Clabaugh, Cope, Lindeman, Temple.

3. BUDGET PARAMETERS DISCUSSION

City Administrator Jim Sanders provided background information for this item, which included summarizing the FY 18 Budget Guidelines memorandum authored by himself and Finance Director Teresa Rotschafer. Sanders stated that staff's intent was to utilize the similar process that has been used the past 6 years with success, following input from Council. Sanders also stated that if Council had other ideas or wanted to add steps in the process this would be a good time to discuss to ensure all are on the same page.

Councilmember Temple stated that he was hearing some complaints about large valuation growth affecting taxes. The other council members had not heard but said they would watch for similar complaints.

Sanders went over the highlights of the budget process memorandum including the tax history; Capital Improvement Plan funding; and Fund Balance. Rotschafer added that the City compares favorably to metro communities in terms of tax rate and utilization of the general fund budget in particular.

Mayor Dierenfeld asked what the % increase of the number of dollars spent is. Rotschafer replied that she would get that information out. Rotschafer then stated that the December 13 work session would be important to go over with everybody present and that would be the only item on the agenda.

Councilmember Brown inquired if we could put out information that illustrated the total tax in percentage of all taxing bodies encompassing the tax bill. Councilmember Temple stated that the process has worked well in the past so let's stick with it. Councilmember Cope asked if Council could receive 2-years' worth of history on the decision making packages to determine which projects / items were purchased and which ones were not and that after 8 years of budgeting off the base maybe it's time to try a new approach potentially. Mayor Dierenfeld asked for information focusing on actual dollars in property tax revenue spent.

4. CAPITAL IMPROVEMENTS PLAN (CIP) DISCUSSION

Sanders provided background on this agenda item and began by stating it was time to pick up where we left off at the last Work Session, which is finishing the examination of '16/'17 and moving on to the successive 4 years beginning with '17/'18. It was discussed that some items in the Capital Improvement Plan (CIP) have been moved out a year or two and many were in relation to a recent philosophical change of conducting large projects over a 3-year period instead of two. For example, the first year would be conceptual and design, followed by a year of utility work relocation, easement acquisition, etc.; and, then the final year is construction. All projects were discussed briefly in terms of a status update and economic impact update. Parks Director John Schmitz and Sanders discussed the NW Beaver Drive project from 66th to the North City Limits including

how it is essentially two projects in one with federal funds available for the bike trail portion, which means the funding sources cannot be comingled.

Sanders stated that the Park Board has reviewed and prioritized the park-related CIP and their review and comments will be included in the next draft.

Planning and Development Director Dave Wilwerding stated that the Storm Drainage Committee has not met yet but will be scheduling a meeting in the near future in order to update the storm drainage projects as necessary.

Schmitz mentioned that the Park and Trail Fund has been at \$125,000 annually for a number of years and in order to fund all the projects counting on that fund, an increase will be proposed to \$160,000 per year.

5. The meeting was adjourned at 6:59 p.m.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

a. Consider Resolution No. 16-221 – Establishing Deer Management Zones on Private Properties for the 2016/17 Urban Bow Hunt Program

Motion by Lindeman, which was seconded by Cope to approve Resolution No. 16-221.

ROLL CALL: Aye: Cope, Temple, Lindeman, Brown, Clabaugh

Nay: None

Motion Approved: 5-0

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

Motion by Temple, which was seconded by Cope to approve and adopt Ordinance No. 950 and publish.

ROLL CALL: Aye: Temple, Lindeman, Brown, Clabaugh, Cope

Nay: None

Motion Approved: 5-0

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

Motion by Lindeman, which was seconded by Clabaugh to approve Resolution No. 16-212.

ROLL CALL: Aye: Lindeman, Brown, Clabaugh, Cope, Temple

Nay: None

Motion Approved: 5-0

2. Resolution No. 16-213 – Approving the Final Plat for Crosshaven Plat 7

Motion by Cope, which was seconded by Lindeman to approve Resolution No. 16-213.

ROLL CALL: Aye: Brown, Clabaugh, Cope, Temple, Lindeman

Nay: None

Motion Approved: 5-0

3. Resolution No. 16-214 – Accepting a Petition and Waiver for Future Improvements to NW 100th Street

Motion by Lindeman, which was seconded by Cope to approve Resolution No. 16-214.

ROLL CALL: Aye: Clabaugh, Cope, Temple, Lindeman, Brown

Nay: None

Motion Approved: 5-0

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)

Planner Clayton Ender provided background on this agenda item. Ender mentioned that there had been talk of a potential maintenance agreement on the dam, but that the owner was not in favor of one. Ender also stated that according to his research, which included conferring with legal counsel, the Council could not implore Mr. Shryock to enter into a maintenance agreement. Ender stated that all the City's requirements have been met and staff are in favor of approving the request. Ender also stated that any development on the property would have to go before the Council and Planning and Zoning. Mayor Dierenfeld asked if anybody in the audience wanted to speak and make comments with regard to this agenda item, which is a re-platting request by property owner Mark Shryock.

There was lengthy discussion over hour regarding this agenda item. Frank Wennerholt, Monique Van Der Heijden and Gerardus Van Der Heijden spoke in opposition and asked Council to deny absent a

favorable maintenance agreement due to the fact that the risks and amount of water have increased. In addition, they are concerned future development may lead to flooding and overwhelming of the dam, which their Association is part owner of, and they feel they can be held liable for damages if that is the case. They requested Council deny Mr. Shryock's request or impose a maintenance agreement of the dam. Mr. Shryock stated that he has had no benefit from the pond unlike the Association as his home is sited below it without a view. He said as of right now he is simply dividing his property and there is no corresponding development, although development may occur.

Councilmember Cope asked Mr. Shryock why he was not open to a maintenance agreement. Mr. Shryock stated that it was his property to do as he chooses within the confines of the law and all he wants to do at this point is subdivide his land. Councilmember Temple stated that he believes any restrictions should be put in place now while the item is under the jurisdiction of the Council. Mayor Dierenfeld asked Attorney Bob Laden for his opinion. Attorney Laden stated if the proposal met the City's requirements, they should approve and cannot impose a maintenance agreement at this point.

1. Resolution No. 16-216 – Approving the Preliminary Plat and the Final Plat for Elmerodo Estates Plat 4

Motion by Brown, which was seconded by Clabaugh to approve **Resolution No. 16-216.**

ROLL CALL: Aye: Lindeman, Brown, Clabaugh
 Nay: Cope, Temple

Motion Approved: 3-2

2. Resolution No. 16-217 – Accepting a Petition and Waiver for Future Improvements to NW 100th Street

Motion by Lindeman, which was seconded by Brown to approve **Resolution No. 16-217.**

ROLL CALL: Aye: Temple, Lindeman, Brown, Clabaugh
 Nay: Cope

Motion Approved: 4-1

e. Consider Approval of Claims in the Amount of \$513,740.38

Motion by Clabaugh, which was seconded by Cope to **approve the Claims in the Amount of \$513,740.38.**

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

Motion Approved: 5-0

10. CITY ADMINISTRATOR/STAFF COMMENTS

Sanders stated that today is Fire Chief Clark's first day and Chief Clark was welcomed. Sanders said thanks to Emily Price for her work during City Week. Sanders provided an update on the MidAmerican substation including that the approximately 20 panels of incorrect color will be stained to match. Greiner said the city's ADA transition plan has been reviewed and they are recommending closure of the case. Schmitz stated that the PO for Crosshaven playground ended up being approximately \$6,000 more based on the pad and asked if there are any issues with proceeding. Council did not note any issues. Wilwerding updated the council that this is the 4th year the city has been involved in sampling and the results are improving.

11. CITY COUNCIL COMMENTS

Councilmember Temple thanked Sanders and staff for the flowers and condolences. Mayor Dierenfeld mentioned that the open house went very well and reminded everyone of the Mayor's run / walk event that is Saturday at 8:00 a.m.

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.

13. ADJOURNMENT

The Meeting adjourned at 9:13 p.m.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7, 2016 Meeting

<p>SUBJECT: Consider approval of contract with Big Green Umbrella Media, Inc. for the publication of the city's monthly newsletter in Johnston Living Magazine during 2017. Contract also includes the publication of a Spring insert with detailed Spring Cleanup information.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
--	--

SYNOPSIS:

Big Green Umbrella, Inc. has been publishing the city of Johnston's monthly newsletter for nearly a decade and continues to have strong readership among Johnston residents. The two-page monthly newsletter is contained in the center spread of Johnston Living Magazine and is delivered to every Johnston address on the first Thursday of every month. The newsletter is also converted into a PDF and is available on the city website and social media channels. In 2014, city staff began purchasing an annual Spring Cleanup spread in the April edition of Johnston Living in order to provide residents with thorough Spring Cleanup information.

FISCAL IMPACT

The cost of the publication of our monthly newsletter is \$1314/month. The cost of the publication of our 4-page Spring insert is \$3382. Total cost = \$19,150.

RECOMMENDATION

Approve cost of publication of monthly newsletter and Spring Insert.



City of Johnston Advertising Contract 2016-17

The City of Johnston agrees to advertise for 12 months starting in November 2016 in *Johnston Living Magazine* for their city newsletter. This advertising will be two full pages. Two full pages will be guaranteed to run in the center of the magazine. Rates are outlined below:

2 page spread: \$1314/month (2 pages earn an additional 10% discount, discount reflected)
Additional ads: \$730/month, 12x rate will be honored
4 page slick & glossy center pages: \$3,382

In the event that the City of Johnston terminates this contract prior to the full term of 12 months, the city will be invoiced for the difference between the agreed 12 month rate and the appropriate rate described below for each previous month of publication.

<u>Term (months)</u>	<u>2 pages (\$)</u>	<u>1 page (\$)</u>
12x	1314	730
6x	1534	852
3x	1944	972
1x	2188	1094

Publication Dates (the first Thursday of the month)

November 3	May 4
December 1	June 1
January 5	July 6
February 2	August 3
March 2	September 7
April 6	October 5

Distribution of Johnston Living as of September, 2016 is 8,460 copies that are mailed to all households in 50131, 100% saturation.

Deadlines for copy are 15 days prior to above publication date on a Wednesday.

Iowa Living magazines

Ad copy will be prepared by staff at the City of Johnston and sent to Johnston Living at the deadlines established above. Johnston Living can assist with the layout and design of the newsletter each month.

Payment Terms

Payment is due 30 days after invoice is received.

Advertiser

Date _____

City of Johnston

6221 Merle Hay Road

Johnston, IA 50131

515-278-2344

Name _____

Signature _____

Publisher

Big Green Umbrella Media, Inc.

414 61st Street

Des Moines, IA 50312

515-953-4822

Signature _____

Sales manager: Jolene Goodman

Signature: _____

Publisher: Shane Goodman

Signature: _____



ITEM NO. 8d

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7th, 2016 Meeting

SUBJECT: Consider Resolution 16-238 accepting the agreement with Snyder & Associates for professional services related to phase 4 & 5 of the Terra Lake Park 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
--	--

SYNOPSIS:

The final two phases of the Terra Lake Park project are almost ready to bid out. These phases include the construction of a fishing pier (phase 4) and a playground area (phase 5). These will be bid out separately due to the types of contractors that would typically be interested in bidding each piece out. The fishing pier is set to be bid at the beginning of January and the playground in March. Both phases will be finished up by the end 2017.

FISCAL IMPACT:

The agreement is not to exceed \$49,500.

RECOMMENDATION:

Approval

Motion by _____, seconded by _____, to approve

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

RESOLUTION NO. 16-238

A RESOLUTION ACCEPTING THE AGREEMENT WITH SNYDER & ASSOCIATES FOR SERVICES ASSOCIATED WITH DESIGN AND ENGINEERING FOR THE TERRA LAKE PHASE IV & V PROJECT

WHEREAS, The City of Johnston continues to work toward the completion of the Terra Lake project; and

WHEREAS, Snyder & Associates have been the lead on the design and engineering of phase I-III of the Terra Lake Project and have done preliminary design work on phase IV & V; and

WHEREAS, Snyder & Associates have the background and ability to provide this service.

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

The Agreement with Snyder & Associates be

PASSED AND APPROVED this 7th day of November, 2016

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 2nd day of November, 2016, Snyder & Associates, Inc., 2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and City of Johnston, PO Box 410, Johnston, IA 50131 (hereinafter, Client) do hereby agree as follows:

- PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Terra Lake Phase 4 (Fishing Pier Area)
- SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
- TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
- STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
- INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
- RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
- OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit
 _____ (Client)
 City of Johnston
 By: _____
 (Authorized agent)

 (Printed or typed signature)

Exhibit B Standard Fee Schedule
Exhibit
 SNYDER & ASSOCIATES, INC. (Professional)
 By: 
 (Authorized agent)
 David N. Muller
 (Printed or typed signature)

Route executed copy to:TLW

EXHIBIT "A"

DESIGN, BIDDING AND CONSTRUCTION SERVICES FOR TERRA LAKE PHASE 4 (FISHING PIER AREA) JOHNSTON, IOWA

**SNYDER & ASSOCIATES, INC.
DESIGN SERVICES PROPOSAL
NOVEMBER 2, 2016**

PROJECT DESCRIPTION

This project includes revisions to the construction documents, bidding services, construction administration, construction observation, and construction staking for the Phase 4 site improvements, for Terra Lake Park.

Phase 4 improvements include earthwork, erosion control, storm sewer, electrical service, fishing pier structure and railings, PCC pavement, lighting and miscellaneous related work.

SCOPE OF SERVICES

I. CONSTRUCTION DOCUMENT REVISIONS

- A. Revise drawing sheets, details and update descriptions and dates to align with the new bid package, scheduled to be bid this winter.
- B. Revise the technical specification sections to align with the new bid package.
- C. Provide an updated opinion of probable construction cost for the proposed improvements.
- D. Attend one (1) meeting with the Client to review revisions.
- E. Prepare and submit the revised final construction documents to the Client for their review and approval. The Design Team shall address comments received from the Client.

II. BIDDING SERVICES

Based on the construction drawings and technical specifications for the improvements to the fishing pier area, the Engineer shall prepare the following:

- A. Prepare front end documents for the Bid Package, consisting of bidders' information and contract documents for bidding.
- B. Prepare project bid items and descriptions.
- C. Submit documents for Client review.
- D. Provide and distribute the plans, specifications and contract documents for bidding purposes.
- E. Provide bidding assistance to address bidders' questions, addendums, and provide bid opening assistance.
- F. Attend a meeting with the Client to review construction requirements, such as bid date, pre-bid items, and construction schedule.
- G. Attend bid opening meeting, prepare a bid tabulation, and provide a recommendation for award.

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

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

- 1. Preconstruction Conference - The Engineer will arrange and conduct a preconstruction conference with the Contractor and City to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- 2. Shop Drawing Review - The Engineer will review shop drawings and other submittals from the Contractor for general compliance with the Construction Contract.
- 3. Site Observation- The Engineer will visit the construction site, at such times and with such frequency deemed necessary by the Engineer, to (a) observe the progress and (b) determine if the results of the construction work substantially

conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP).

4. Contractor Payment Requests - The Engineer shall review the requests of the Contractor for progress payments and shall make a recommendation for approval of a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
5. Notification of Non-Conformance - The Engineer shall notify the City of any known work which does not conform to the construction contract documents, make recommendations to the City for the correction of non-conforming work and, at the request of the City, see that these recommendations are implemented by the Contractor.
6. Change Orders - The Engineer shall evaluate and prepare change orders for consideration and approval by the City.
7. Substantial Completion and Final Site Observation - The Engineer shall perform a site observation visit to determine if the Project is substantially complete according to the plans and specifications, and make a recommendation on final payment for construction
8. If the Contractor exceeds the Contract Dates as specified in completing construction of the Project, or if change orders or project additions require additional working days, the Engineer will be compensated for administration, observation and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Exhibit "A").
9. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Engineer. Final acceptance of the Project by the City shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Engineer for liability of design.

B. CONSTRUCTION SURVEY AND STAKING

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

1. GPS machine control points
2. Storm sewer
3. Light pole bases
4. Paving
5. Independent structural staking

C. CONSTRUCTION OBSERVATION

The Engineer will provide periodic observation of construction progress as required during the Construction Phase. Construction observation will give guidance to the Project during the construction period, including the following:

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

SCHEDULE

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

Anticipated Notice to Proceed:	November 7, 2016
Anticipated Bidding Period:	December 2016- January 2017
Final Completion Date:	December 1, 2017

2. The anticipated schedule includes construction in 2017. The Consultant shall not be responsible for delays in the schedule which are beyond the Consultant's control.

COMPENSATION

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

Construction Document Revisions	\$6,000
Bidding Services	\$4,500
Construction Administration	\$12,000
Construction Staking	\$11,000
Construction Observation	\$16,000
Total	\$49,500

ADDITIONAL SERVICES

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

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

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



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

November 7th, 2016 Meeting

Subject: Consider approval of Resolution 16-230; approving the Stormwater Management Facilities Maintenance Agreement for 8601 Thomas Avenue (PZ Case 16-27).

ACTION REQUIRED:

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

SYNOPSIS:

Rainbow Rascals IA – Johnston LLC has submitted a Stormwater Management Facilities Maintenance Agreement for the stormwater detention area to be located on their property at 8601 Thomas Avenue. The site plans for their site were approved by Resolution 16-204 on October 3rd, 2016. A condition of the resolution was that a Stormwater Management Facilities Maintenance Agreement be provided and approved by the City Council prior to the issuance of a building permit.

The applicant has submitted this Stormwater Management Facilities Maintenance Agreement which has been reviewed by staff and has been found to be satisfactory.

RECOMMENDATION:

Approval of Resolution 16-230

Attachments: Stormwater Management Facilities Maintenance Agreement

RESOLUTION 16-230

A RESOLUTION APPROVING THE STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT FOR 8601 THOMAS AVENUE

WHEREAS, the City Council approved the site plans for 8601 Thomas Avenue subject to the condition that a Stormwater Management Facilities Maintenance Agreement be provided and approved by the City Council prior to issuance of a building permit; and,

WHEREAS, the applicant has submitted a Stormwater Management Facilities Maintenance Agreement; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTON, IOWA, that the Stormwater Management Facilities Maintenance Agreement for 8601 Thomas Avenue is hereby approved and the Mayor is authorized to sign the same.

PASSED AND APPROVED this 7th day of November, 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	---	---	---	---

Stormwater Management Facilities Maintenance Agreement

This Stormwater Management Facilities Maintenance Agreement is entered into by Rainbow Rascals IA-Johnston LLC (the “Grantor”), and the City of Johnston, Iowa (“City”), in consideration of the approval of the Site Plan/Plat by the City of Johnston, Iowa for development of the Property identified below. Grantor is obligated by the Municipal Code of the City of Johnston to control stormwater runoff for the proposed development as a part of the Site Plan/Platting approval process. In consideration for the City’s approval of the Grantor’s Site Plan, Grantor has entered into this Stormwater Management Facilities Maintenance Agreement (this “Agreement”) to control and address stormwater runoff for the following described property:

Lot 3 except the west 65.00 feet, Windsor Office Park Plat 1, an Official Plat recorded in Book 9508, Page 88 at the Polk County Recorder’s Office, City of Johnston, Polk County, Iowa, (hereinafter referred to as the “Benefited Property”)

The following provisions are covenants running with the land to the benefit of the City, binding on Grantor and Grantor’s successors and assigns in interest to the Benefited Property, and shall only be amended or released with the written permission of the City.

Part I – Covenants on the Benefited Property

1. Description of Affected Area. Grantor hereby agrees that the stormwater runoff for the Benefited Property shall be controlled through installation, construction and maintenance of stormwater detention basins and stormwater intakes (hereinafter collectively referred to as the “Stormwater Management Facilities”) upon, over, under, through and across the Property substantially as shown on the approved Site Plan Sheet 3, dated October 3, 2016, prepared by Civil Engineering Consultants, Inc. and approved by the Johnston City Council via Resolution 16-204 on October 3, 2016.
2. Benefited Property. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Stormwater Management Facilities by controlling runoff from the Benefited Property to meet the requirements of the City’s Policy on Stormwater Runoff Control.
3. Storm water Management Plan. The Stormwater Management Facilities required to serve the Benefited Property shall be designed, constructed and maintained to meet the stormwater runoff control requirements of the City, as of the date of the Agreement. Grantor covenants and agrees that the Stormwater Management Facilities shall be designed, constructed and maintained in compliance with the above listed approved plans and specifications for the Benefited Property now on file and available for the public inspection in the office of the City of Johnston Community Development Department (hereinafter collectively referred to as the “Stormwater Management Plan”) and also on file with the Grantor. Subject to the prior written approval by the City, the Stormwater Management Plan may be amended by Grantor, or its respective successors or assigns.
4. Transfer of Grantor’s Obligations. It is hereby agreed that Grantor shall construct and install the Stormwater Management Facilities in compliance with the Stormwater Management Plan. Grantor’s obligations under this Agreement may not and shall not be transferred to Grantor’s successors and assigns in ownership of the benefited Property until the City provides written acknowledgement to Grantor that the Storm Water Management Facilities have been completed by Grantor in substantial compliance with

the Storm Water Management Plan. The Grantor, and its successors and assigns, shall be responsible to operate, maintain, repair, and replace the Stormwater Management Facilities and keep the same in good condition and repair, in compliance with the approved Stormwater Management Plan, as the same may be amended from time to time.

5. Annual Inspections. The Grantor shall inspect the Stormwater Management Facilities on an annual basis. The inspection shall include inspecting the Stormwater Management Facilities, including but not limited to all pipes, inlets, outlets and basins, for defects, obstructions, and changes from the Stormwater Management Plan. The Grantor shall document such inspection by preparing an annual inspection report and attaching thereto date stamped photographs of the Stormwater Management Facilities. Any deficiencies or defects noted by the inspection shall be corrected as provided in Section 7, below. The inspection report shall be made available to the City for review upon request and shall be kept and maintained for a period of two (2) years.

6. Failure to Maintain.

A. Grantor acknowledges and agrees, on behalf of Grantor and Grantor's successors and assigns in ownership of the Benefited Property, that if the Stormwater Management Facilities are not maintained in substantial compliance with the Stormwater Management Plan, the Stormwater Management Facilities will not serve their intended purpose of controlling the quantity and quality of stormwater runoff from the Benefited Property, and may constitute a nuisance detrimental to the public health and safety.

B. The Grantor shall promptly abate any nuisance arising from any failure by the Grantor to maintain, repair, reconstruct, dredge, grade, and replant the Stormwater Management Facilities as necessary to restore such facilities into substantial compliance with the Stormwater Management Plan as provided in Section 7, below. If Grantor fails to do so, the nuisance shall subject to Johnston Code of Ordinances, Chapter 50, Nuisance Abatement Procedure and considered a Municipal Infraction pursuant to Chapter 3 of the Johnston Code of Ordinances.

C. Grantor hereby agrees and consents on behalf of itself and all its successors and assigns to assessment of the costs of maintaining, reconstructing, repairing, grading, dredging and replanting the Stormwater Management Facilities in the manner set forth in this Agreement.

Part II – Easement for Storm water Facilities

7. Grant of Easement. Grantor hereby grants the City a Permanent Stormwater Management Easement under, over, through and across the Benefitted Property for the purpose of constructing, reconstructing, repairing, grading and maintaining the Stormwater Management Facilities in substantial compliance with the Stormwater Management Plan in the event that the Grantor default under their obligation to operate, maintain, repair, and reconstruct the Stormwater Management Facilities so that they remain in good condition and repair and function in substantial compliance with the Stormwater Management Plan, after notice and an opportunity to cure as provided in Subsection 6(B) above, including all rights of ingress and egress reasonably necessary therefore, the right to remove any unauthorized plantings or structures placed or erected on or within the Stormwater Management Facilities, and the right to do maintenance, repair,

reconstruction, grading and dredging as reasonably determined by the City to be necessary to restore the Stormwater Management Facilities to substantial compliance with the Stormwater Management Plan.

8. Duties of the Grantor. Grantor shall perform all maintenance and repair necessary so that the Stormwater Management Facilities remain in good condition and repair and function in substantial compliance with the Stormwater Management Plan, including, but not limited to the following:

A. Stormwater Detention Basin Areas:

1. Grade, repair and replace the basin and appurtenant facilities as necessary to maintain the basin and appurtenant facilities in compliance with the Stormwater Management Plan.
2. If any time the capacity of the basin shall be reduced below the minimum required volume established in the Stormwater Management Plan for such basin, the Grantor shall cause the basin to be re-graded or excavated to restore the volume of the basin to its original design capacity as shown on the approved plans.
3. Tile the soil at the bottom of the riparian buffer if it does not drain out within the time established in the Storm water Management Plan, replant vegetation as designated in the Stormwater Management Plan.

B. Grass and/or Bio-retention Swale Areas:

1. Grade, repair and replace the swale and appurtenant facilities as necessary to maintain the swale in compliance with the Stormwater Management Plan.
2. Mow on a semi-annual basis to maintain the vegetation (other than any turf grass) at the height designated in the Stormwater Management Plan.
3. Tile the soil at the bottom of the swale if the grass swale does not drain out within the time established in the Stormwater Management Plan and replant vegetation as designated on the Stormwater Management Plan.

C. General Requirements:

1. Removal of all trash, litter, debris or obstruction to the flow of water in the Stormwater Management Facilities and any obstruction to inlets or outlets located within the Property.
2. Routine mowing of any portions of the Benefited Property, if any, designated on the Stormwater Management Plan to be maintained with turf grass.
3. Planting and maintenance of the vegetation within the Benefited Property in conformance with the Stormwater Management Plan. If any vegetation dies, it shall be replaced with vegetation in conformance with the Plan as soon as the weather permits.
4. Removal of weeds throughout the growing season to maintain the effectiveness of the Stormwater Management Facilities.
5. Annually inspect all Stormwater Management Facilities as provided in Section 5, above.
6. No chemicals or substances shall be applied to the Benefited Property that shall harm or impair the effectiveness of the Stormwater Management Facilities.
7. No trees and shrubs shall be planted or allowed to grow on the Benefited Property that shall harm or impair the effectiveness of the Stormwater Management Plan.

8. No portion of the Stormwater Management Facilities shall be altered or removed without the prior written approval of the City of Johnston, including, but not limited to, any change to the grade, elevation or contour of any part of such Stormwater Management Facilities.

9. No structure, material, device, thing or matter which could reasonably be expected to obstruct or impede the normal flow of surface water over or into the Stormwater Management Facilities shall be erected or caused to be placed on the Benefited Property without obtaining the prior written approval of the City of Johnston.

10. The Stormwater Management Facilities shall not be used as a compost site, or for the disposal of yard wastes or other materials.

9. City's Enforcement Obligations are Discretionary. Nothing in this Agreement shall be construed to impose an obligation upon the City to maintain the Stormwater Management Facilities.

10. Successor's and Assigns. This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds the Benefited Property described in this Agreement by Title in Fee Simple and that Grantor has good and lawful authority to enter into this Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate.

Dated this 26th day of October, 2016.

[Signatures on the next two pages]

GRANTOR:

Rainbow Rasca's IA-Johnston LLC (Print Grantor Name)

By: [Signature] (Signature)
Name: Patrick G. Fenton (Print Name)
Title: Manager (Title)

MICHIGAN
STATE OF IOWA)
) ss
COUNTY OF POLK)
) OAKLAND

On this 26th day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick G. Fenton (Print Name), to me personally known, who being by me duly sworn, did say that he is the Manager (Title) of the Rainbow Rasca's IA-Johnston LLC (Print Grantor Name) executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Patrick G. Fenton (Print Name) acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it voluntarily executed.

Paula Koch
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

PAULA KOCH
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 10, 2021
Acting in the County of Oakland

ACCEPTED AND APPROVED by the City of Johnston, Iowa, on _____, 201__.

CITY OF JONSTON, IOWA

ATTEST:

By: _____
Cyndee Rhames, City Clerk

By : _____
Paula Dierenfeld, Mayor

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this ___ day of _____, 201__, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Paula Dierenfeld and Cyndee Rhames, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Johnston, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Johnston, Iowa, by authority of its City Council, as contained in Resolution No. _____ adopted by City Council on the ___ day of _____, 201__, and that Paula Dierenfeld and Cyndee Rhames acknowledged the execution of the instrument to the voluntary act and deed of City of Johnston, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa
My commission expires: _____



OFFICE OF THE CITY ADMINISTRATOR
 Johnston, Iowa
 AGENDA COMMUNICATION
 November 7th, 2016 Meeting

<p>SUBJECT: Approval of Partial Pay Request Number 7 to Rochon Corporation of Iowa, Inc. in the amount of \$232,647.40 for Terra Lake Park Improvements Phase 3.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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<p>SYNOPSIS:</p>	<p>This invoice is for partial Pay Request number 7 for concrete and foundation work, grading, utility installations and structural steel installations at Terra Lake Park.</p>
<p>FISCAL IMPACT</p>	<p>Funds are available in the Terra Lake Improvements Fund Line: 340.5.764.67616.</p>
<p>RECOMMENDATION:</p>	<p>Staff is recommending approval of this payment of partial Pay Request No.7 to Rochon Corporation of Iowa, Inc.</p>

Motion by _____, seconded by _____, to approve Partial Pay Request No.7 in the amount of \$232,647.40 to Rochon Corporation of Iowa, Inc. for work performed for the Terra Lake Park Improvements Phase 3.

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

APPLICATION FOR PARTIAL PAYMENT NO. 7

PROJECT: Terra Lake Park Improvements Phase 3
OWNER: City of Johnston
CONTRACTOR: Rochon Corporation of Iowa, Inc.
ADDRESS: 3401 106th Circle
 Urbandale, IA 50322
DATE: October 19, 2016

S&A PROJECT NO.: 115.0890

PAYMENT PERIOD: 10/01/16-10/31/2016

1. CONTRACT SUMMARY:

Original Contract Amount:	\$ 2,068,205.00	CONTRACT PERIOD: WORKING DAYS
Net Change by Change Order:	<u>\$8,560.00</u>	Original Contract Date: March 7, 2016
Contract Amount to Date:	\$ 2,076,765.00	Substantial Completion:

2. WORK SUMMARY:

Total Work Performed to Date:	\$ 1,717,122.00	Final Completion: December 1, 2016
Retainage: 5%	\$85,856.10	Added by Change Order: 0
Total Earned Less Retainage:	\$ 1,631,265.90	Contract Time to Date: 0
Total Previous Payments	\$217,784.23 Pay App 1	
	\$237,276.22 Pay App 2	
	\$0.00 Pay App 3	
	\$180,448.70 Pay App 4	
	\$204,156.55 Pay App 5	
	\$558,952.80 Pay App 6	

AMOUNT DUE THIS APPLICATION: \$ 232,647.40

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

Rochon Corporation of Iowa, Inc.

CONTRACTOR

By



DATE:

10/18/16

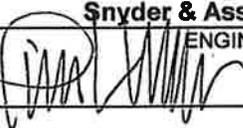
4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By



DATE:

10/31/16

5. OWNER'S APPROVAL

City of Johnston

OWNER

By

DATE:

6. DETAILED ESTIMATE OF WORK COMPLETED:

CODE	DESCRIPTION	M/L	SCHEDULED VALUE	TOTAL TO DATE	% COMPLETE	BALANCE TO FINISH
	ORIGINAL CONTRACT					
GENERAL CONDITIONS						
	General Conditions		\$ 102,820.00	\$ 84,850.00	83%	\$ 17,970.00
	Bond		\$ 16,000.00	\$ 16,000.00	100%	\$ -
	Overhead and Fee		\$ 69,000.00	\$ 56,950.00	83%	\$ 12,050.00
CONCRETE						
33000	Footings	L	\$ 119,588.00	\$ 119,588.00	100%	\$ -
33000	Footings	M	\$ 79,856.00	\$ 79,856.00	100%	\$ -
33000	Rebar	M	\$ 14,230.00	\$ 14,230.00	100%	\$ -
33000	Slab on Grade	L	\$ 7,240.00	\$ 7,240.00	100%	\$ -
33000	Slab on Grade	M	\$ 4,760.00	\$ 4,760.00	100%	\$ -
33000	Sidewalks and Patios	L	\$ 69,155.00	\$ 17,275.00	25%	\$ 51,880.00
33000	Sidewalks and Patios	M	\$ 64,605.00	\$ 16,150.00	25%	\$ 48,455.00
MASONRY						
42200	Mobilization/Submittals	L	\$ 13,000.00	\$ 13,000.00	100%	\$ -
42200	CMU	L	\$ 19,916.00	\$ 19,916.00	100%	\$ -
42200	CMU	M	\$ 27,504.00	\$ 27,504.00	100%	\$ -
44313	Stone Veneer	L	\$ 118,999.00	\$ 116,750.00	98%	\$ 2,249.00
44313	Stone Veneer	M	\$ 184,331.00	\$ 180,250.00	98%	\$ 4,081.00
METALS						
5000	Drafting	L	\$ 4,200.00	\$ 4,200.00	100%	\$ -
5000	Freight	L	\$ 1,300.00	\$ 1,300.00	100%	\$ -
51200	Structural Steel	L	\$ 20,000.00	\$ 15,000.00	75%	\$ 5,000.00
51200	Structural Steel	M	\$ 44,275.00	\$ 44,275.00	100%	\$ -
55000	Metal Fabrication	M	\$ 26,425.00	\$ 26,425.00	100%	\$ -
WOOD AND PLASTICS						
61000	Rough Carpentry	L	\$ 47,000.00	\$ 43,000.00	91%	\$ 4,000.00
61000	Rough Carpentry	M	\$ 14,200.00	\$ 14,200.00	100%	\$ -
61800	Glued-Laminated Beams and Decking	M	\$ 73,632.00	\$ 73,632.00	100%	\$ -
64023	Finish Carpentry	L	\$ 3,000.00	\$ -	0%	\$ 3,000.00
THERMAL AND MOISTURE						
71900	Water Repellents	L	\$ 2,200.00	\$ -	0%	\$ 2,200.00
71900	Water Repellents	M	\$ 1,680.00	\$ -	0%	\$ 1,680.00
74113	Metal Roof/Soffit	L	\$ 40,925.00	\$ 30,500.00	75%	\$ 10,425.00
74113	Metal Roof/Soffit	M	\$ 19,705.00	\$ 14,750.00	75%	\$ 4,955.00
74646	Fiber Cement Siding	L	\$ 5,820.00	\$ 5,820.00	100%	\$ -
74646	Fiber Cement Siding	M	\$ 2,180.00	\$ 2,180.00	100%	\$ -
79200	Caulking	L	\$ 7,000.00	\$ -	0%	\$ 7,000.00
79200	Caulking	M	\$ 3,000.00	\$ -	0%	\$ 3,000.00
DOORS AND WINDOWS						
801113	HM Frames	M	\$ 2,240.00	\$ 2,240.00	100%	\$ -
801113	HM Doors	M	\$ 2,276.00	\$ 2,276.00	100%	\$ -
84500	Translucent Panel Wall Cladding Assemblies	L	\$ 3,053.00	\$ 3,053.00	100%	\$ -
84500	Translucent Panel Wall Cladding Assemblies	M	\$ 6,624.00	\$ 6,624.00	100%	\$ -
87100	Hardware	M	\$ 4,712.00	\$ 4,712.00	100%	\$ -
FINISHES						
99123	Painting	L	\$ 7,350.00	\$ -	0%	\$ 7,350.00
99123	Painting	M	\$ 3,150.00	\$ -	0%	\$ 3,150.00
96600	High Performance Coatings	L	\$ 2,420.00	\$ -	0%	\$ 2,420.00
96600	High Performance Coatings	M	\$ 2,080.00	\$ -	0%	\$ 2,080.00
SPECIALTIES						
101400	Signage	M	\$ 1,700.00	\$ -	0%	\$ 1,700.00
102800	Accessories	M	\$ 789.00	\$ 789.00	100%	\$ -
FURNISHINGS						
123613	Concrete Countertops		\$ 3,360.00	\$ -	0%	\$ 3,360.00
MECHANICAL						
220500	Common Plumbing	L	\$ 3,000.00	\$ 3,000.00	100%	\$ -
220719	Plumbing Insulation	L	\$ 1,140.00	\$ 500.00	44%	\$ 640.00
220719	Plumbing Insulation	M	\$ 1,620.00	\$ 500.00	31%	\$ 1,120.00
221005	Plumbing Piping	L	\$ 13,130.00	\$ 12,630.00	96%	\$ 500.00
221005	Plumbing Piping	M	\$ 11,406.00	\$ 10,906.00	96%	\$ 500.00

223000	Plumbing Equipment	L	\$ 1,350.00	\$ -	0%	\$ 1,350.00
223000	Plumbing Equipment	M	\$ 3,290.00	\$ -	0%	\$ 3,290.00
224000	Plumbing Fixtures	L	\$ 5,290.00	\$ -	0%	\$ 5,290.00
224000	Plumbing Fixtures	M	\$ 4,240.00	\$ -	0%	\$ 4,240.00
233100	Ductwork	L	\$ 2,445.00	\$ 2,445.00	100%	\$ -
233100	Ductwork	M	\$ 2,310.00	\$ 2,310.00	100%	\$ -
233423	Power Ventilators	L	\$ 800.00	\$ 800.00	100%	\$ -
233423	Power Ventilators	M	\$ 1,630.00	\$ 1,630.00	100%	\$ -
233700	Air Outlets and Inlets	L	\$ 640.00	\$ 640.00	100%	\$ -
233700	Air Outlets and Inlets	M	\$ 745.00	\$ 745.00	100%	\$ -
ELECTRICAL						
260534	Conduit Roughin	L	\$ 21,422.00	\$ 12,500.00	58%	\$ 8,922.00
260534	Conduit Roughin	M	\$ 5,528.00	\$ 3,200.00	58%	\$ 2,328.00
262726	Wire	L	\$ 6,451.00	\$ 1,600.00	25%	\$ 4,851.00
262726	Wire	M	\$ 21,301.00	\$ 5,250.00	25%	\$ 16,051.00
262716	Gear	L	\$ 1,191.00	\$ 300.00	25%	\$ 891.00
262716	Gear	M	\$ 6,000.00	\$ 6,000.00	100%	\$ -
265100	Lights	L	\$ 8,466.00	\$ -	0%	\$ 8,466.00
265100	Lights	M	\$ 29,556.00	\$ 29,556.00	100%	\$ -
SITE WORK						
328400	Irrigation System	L	\$ 21,814.00	\$ -	0%	\$ 21,814.00
328400	Irrigation System	M	\$ 27,762.00	\$ -	0%	\$ 27,762.00
	Strip and Spread Topsoil	L	\$ 16,400.00	\$ 13,250.00	81%	\$ 3,150.00
	Grading	L	\$ 137,050.00	\$ 137,050.00	100%	\$ -
	Overexcavation	L	\$ 35,000.00	\$ 35,000.00	100%	\$ -
	Overexcavation	M	\$ 34,000.00	\$ 34,000.00	100%	\$ -
	Subgrade Prep	L	\$ 13,500.00	\$ 13,500.00	100%	\$ -
	Granular Fill	L	\$ 2,000.00	\$ 2,000.00	100%	\$ -
	Granular Fill	M	\$ 4,500.00	\$ 4,500.00	100%	\$ -
	Wet Well	L	\$ 20,000.00	\$ 19,000.00	95%	\$ 1,000.00
	Wet Well	M	\$ 56,855.00	\$ 56,855.00	100%	\$ -
	Storm Sewer	L	\$ 29,256.00	\$ 29,256.00	100%	\$ -
	Storm Sewer	M	\$ 34,344.00	\$ 34,344.00	100%	\$ -
	Water Line	L	\$ 2,000.00	\$ 2,000.00	100%	\$ -
	Water Line	M	\$ 2,000.00	\$ 2,000.00	100%	\$ -
	Hardscape	L	\$ 94,880.00	\$ 76,000.00	80%	\$ 18,880.00
	Hardscape	M	\$ 106,993.00	\$ 86,000.00	80%	\$ 20,993.00
	Seeding		\$ 9,600.00	\$ -	0%	\$ 9,600.00
GRAND TOTAL			\$ 2,068,205.00	\$ 1,708,562.00		\$ 359,643.00

Change Order No. 1- Interior Door Frame and Erosion Control Stone					
Provide and install deeper interior door frame. Add erosion control stone to lakeside pump intake area.	\$2,620.00	\$ 2,620.00	100%		
Change Order No. 2- Masonry Veneer Adjustments					
Add CMU block to column bases ad Amphitheatre. Extend stone veneer and ledge around 3 exterior doors.	\$5,940.00	\$ 5,940.00	100%		
Change Order No. 3- Steel Lintel at Amphitheatre Walls					
Add galvanized steel lintel to two sections of walls (32 LF) to support masonry veneer.	\$1,709.00	\$ -	0%		
Total Revised Contract:	\$ 2,076,765.00	\$ 1,717,122.00			



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

SUBJECT: Consider Resolution No. 16-240 – Approving a Staff Appointment and Establishing a Wage.	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 appointment is being considered: <u>Parks Department</u> Alison Ver Schuer – Building Supervisor. Effective November 8, 2016. \$10.00 per hour.
FISCAL IMPACT:	Funds have been budgeted within the respective department.
RECOMMENDATION:	Approve Resolution No. 16-240.

RESOLUTION NO. 16-240

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:

Parks Department

Alison Ver Schuer – Building Supervisor. Effective November 8, 2016. \$10.00 per hour.

Passed and approved this 7th day of November, 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
 November 7, 2016

ITEM NO. 8h

<p>SUBJECT: Consider approval of a purchase agreement with Dennis Meyer for the purchase of right of way for the NW 63rd Place extension project; Resolution 16-235.</p>	<p>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</p> <p align="right"><i>DM</i></p>
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<p>SYNOPSIS:</p> <p>FISCAL IMPACT:</p> <p>RECOMMENDATION:</p>	<p>As part of the Merle Hay Road Redevelopment Plan and the Cadence Apartment project, NW 63rd Place was extended between Merle Hay Road and NW 59th Court. To complete the construction of the road, right of way and easements were necessary from property owned by Dennis Meyer (Created in Johnston). Upon completion of construction it was discovered that additional right of way was required from the adjoining property owner to accommodate a stormsewer intake which was constructed outside of the right of way inadvertently by the contractor. Rather than rebuilding the intake, the City worked with the adjacent property owner to acquire additional right of way. The negotiated cost was \$1,000, since this was a result of contractor error, the overall contract price was reduced to offset the additional cost of the right of way.</p> <p>\$0. The \$1,000 cost was reduced from the contract with Corell Constructors.</p> <p>Approve Resolution 16-235.</p>
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Motion by _____, seconded by _____, to approve 16-235.

Attachments:
 Purchase Agreement

RESOLUTION 16-235

A RESOLUTION APPROVING THE PURCHASE AGREEMENT WITH THE DENNIS MEYER FOR THE PURCHASE OF RIGHT OF WAY FOR THE NW 63RD PLACE EXTENSION PROJECT

WHEREAS, the City of Johnston desires to purchase right of way for the purposes of extending NW 63rd Place.

WHEREAS, the City has negotiated a purchase agreement, based on an appraisal, with the property owners, Dennis Meyer.

NOW THEREFORE BE IT RESOLVED, the purchase agreement as attached is hereby approved and legal counsel be and is hereby authorized and directed to prepare any necessary documents to close on the property as soon as possible, and that the Mayor be and is hereby authorized and directed to execute any necessary documents on behalf of the City of Johnston to affect such property acquisition.

PASSED AND APPROVED this 7th day of November 2016.

PAULA DIERENFELD, MAYOR

ATTEST:

CYNDEE RHAMES, CITY CLERK

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

PURCHASE AGREEMENT

PROJECT PARCEL NO. 1
COUNTY: Polk
PROJECT: NW 63rd Place Extension
NW59th Court to Merle Hay Road

SELLER: Dennis Meyer

THIS AGREEMENT made and entered into this 21 day of Oct., 2016, by and between Seller and the City of Johnston, Buyer.

- 1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate interests, hereinafter referred to as the Premises:

A part of land located in the northeast quarter of Section 1, Township 79 North, Range 25 West of the fifth principal meridian, now in and forming part of the City of Johnston, consisting of fee-title right-of-way in the land identified in Exhibit, County of Polk, State of Iowa.

The Premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the street and accepts payment under this agreement for any and all damages arising therefrom as provided herein. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

- 2. Possession of the Premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data and other project related activity.
- 3. Buyer agrees to pay for and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the Premises upon full payment for the rights acquired as part of this agreement.

<u>Breakdown</u>	<u>Area Ac./Sq.Ft.</u>	<u>Compensation</u>
Fee Title Right-of-Way	120 SF	\$ 1,000.00
TOTAL LUMP SUM:		<u>\$ 1,000.00</u>

- 4. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.

- 5. SELLER WARRANTS that there are no tenants on the Premises holding under lease except:

none

- 6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the Premises, including all taxes payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Seller shall assist in the identification of the names and addresses of lien holders.

none

PROJECT PARCEL NO. 1

COUNTY: Polk

PROJECT: NW 63rd Place Extension
NW59th Court to Merle Hay Road

SELLER: Dennis Meyer

7. Buyer may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payment as may be required by such interests to complete this transaction. Seller agrees to pay for any abstracting costs for continuation of the abstract. Seller agrees to pay for any revenue stamps. SELLER AGREES to obtain court approval of this agreement, if requested by Buyer, if title to the Premises becomes an asset of any estate, trust, conservatorship or guardianship. In such event, Buyer agrees to pay court approval costs and all other costs necessary to transfer the Premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. Buyer agrees that any agricultural drain tile which are located within the Premises and are damaged or require relocation by utility construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.
9. If Seller holds title to the Premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, and one of the joint tenants dies, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
10. The Premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
12. Seller states and warrants that there are no known wells, burial sites, solid waste disposal site, hazardous substances, nor underground storage tanks on the Premises described and sought herein.
13. Other agreement items:
 - a) Buyer agrees to provide the Seller with a fence permit and waive the fence permit fee for installation of a new chain link fence along the new right-of-way line on NW63rd Place. The new fence shall be purchased and installed by the Seller according to City Code requirements.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

PROJECT PARCEL NO. 1
COUNTY: Polk
PROJECT: NW 63rd Place Extension
NW59th Court to Merle Hay Road

SELLER: Dennis Meyer
X [Signature] X
Name: Dennis Meyer Name:

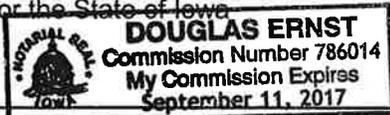
(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF Polk } ss:

On this 21 day of OCT, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS MEYER, to me personally known or [checked] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)
DOUGLAS ERNST (Print/Type Name)
Notary Public in and for the State of Iowa



CAPACITY CLAIMED BY SIGNER:

- [checked] INDIVIDUAL
CORPORATE
Title(s) of Corporate Officer(s):
Corporate Seal is affixed
No Corporate Seal procured
PARTNER(s):
Limited Partnership
General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this ___ day of ___, 2016, before me, the undersigned, personally appeared ___, known to me to be Mayor of the City of Johnston and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Mayor acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: (Date)

Approved by: (Date)

ACQUISITION PLAT

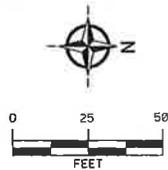
RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF JOHNSTON
NW 63RD PLACE EXTENSION
FROM 59TH COURT TO MERLE HAY ROAD

EXHIBIT "A"

PROPERTY OWNER:
MEYER, DENNIS GENE
6330 MERLE HAY RD
JOHNSTON, IA 50131
BOOK 15068, PAGE 491-492

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN LOT 30 OF JOHNSTON ACRES AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 30, THENCE SOUTH 00° 08' 00" WEST, 9.00 FEET ALONG THE WEST LINE OF SAID LOT 30 TO THE POINT OF BEGINNING, THENCE SOUTH 89° 35' 56" WEST, 20.00 FEET; THENCE SOUTH 00° 08' 00" WEST, 6.00 FEET; THENCE NORTH 89° 35' 56" EAST, 20.00 FEET TO SAID WEST LINE; THENCE NORTH 00° 08' 00" EAST, 9.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 120 SQUARE FEET OR 0.003 ACRES MORE OR LESS.



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

LEGEND

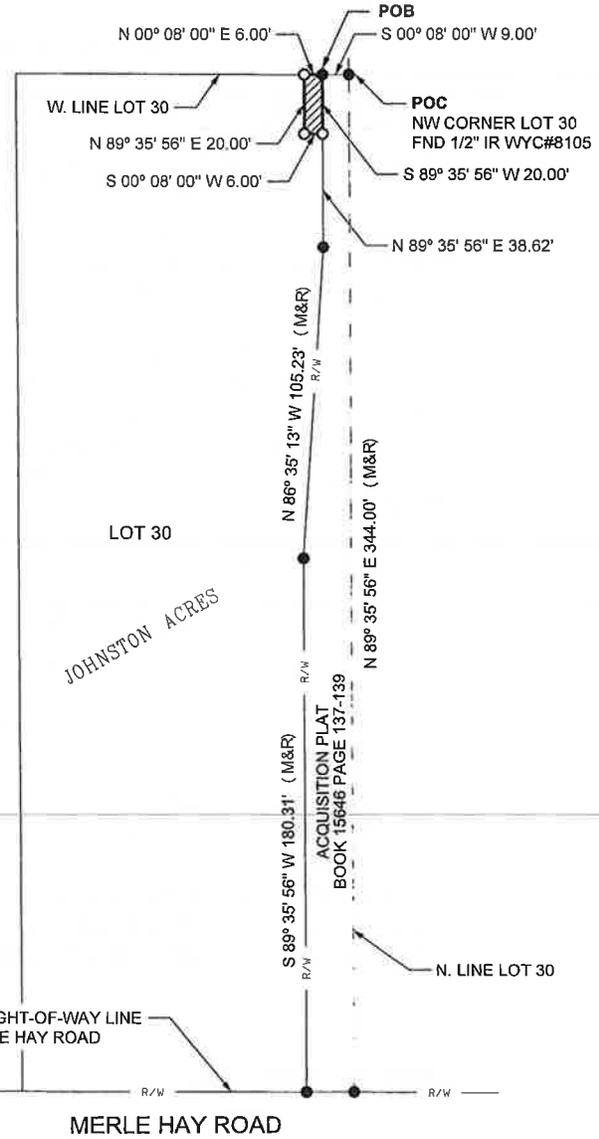
- ▲ FOUND SECTION CORNER MONUMENT
- FOUND MONUMENT 5/8" REROD W/YELLOW CAP#18900 (UNLESS NOTED)
- SET 5/8" REROD W/YELLOW CAP#18900
- I.R. IRON REROD
- I.P. IRON PIPE
- G.P. GAS PIPE
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- - - SECTION LINE
- RW- RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- WOC WITH ORANGE CAP
- WYC WITH YELLOW CAP
- POB POINT OF BEGINNING

FIELD SURVEY
COMPLETED: 9-6-2011



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.

ALBERT JEREMY SOUKUP, L.S. DATE
License Number: 18900
My license renewal date is DECEMBER 31, 2017.
Pages or sheets covered by this seal: 1



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

FOTH PROJECT NO. 14J012-01 DATE: 10/10/2016



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2831
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 November 7, 2016

<p>SUBJECT: Consider approval of Change Order # 3 and 4 with Corell Contractor, Inc. for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project; Resolution 16-233.</p>	<p>ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>DM</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney <input type="checkbox"/> Review</p>
<p>SYNOPSIS:</p>	<p>Change Order # 3 reduces the contract amount by \$1,000. This change order was necessary as additional right of way was required from the adjoining property owner to accommodate a stormsewer intake which was constructed outside of the right of way inadvertently by the contractor. Rather than rebuilding the intake, the City worked with the adjacent property owner to acquire additional right of way. The negotiated cost was \$1,000, since this was a result of contractor error, the overall contract price was reduced to offset the additional cost of the right of way.</p> <p>Change Order # 4 reduces the contract amount by \$83,803.02. This change order reduces all of the material quantities to reflect the final quantities at the close out of the project. These items were not needed to complete the project.</p>
<p>FISCAL IMPACT:</p>	<p>Reduction of \$84,803.02 for a total project cost of \$757,540.18. Funds are budgeted through TIF district # 1.</p>
<p>RECOMMENDATION:</p>	<p>Staff recommends approval Resolution 16-233.</p>

Motion by _____, seconded by _____ to approve Resolution 16-233.

CHANGE ORDER 03



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

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

Contractor: **Correll Contractor Inc.**
1300 Lincoln Street
West Des Moines, IA 50265

Project Title	NW 63rd Place Extension from NW 59th Court to Merle Hay Road	
Johnston Project File Number	63P	
Foth Project File Number	14J012.01	
Orig. Contract Amount & Date	\$839,803.20	June 1, 2015
Change Order Number	3	
Date	September 27, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS: Change Order adds Item 12.9 - Additional ROW Acquisition Reimbursement for additional ROW required around basin apron encroaching on Created in Johnston property.

Item No.	Item Code	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
New Item 12.9		Additional ROW Acquisition	LS	-\$1,000.00	1	(\$1,000.00)
						(\$1,000.00)

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$839,803.20
Net Change by previously authorized Change Orders	\$2,540.00
The Contract Sum prior to This Change Order was	\$842,343.20
The Contract Sum will be increased by this Change Order in the amount of	(\$1,000.00)
The new Contract Sum including this Change Order will be	\$841,343.20
The Contract Time will be unchanged by	0 Days

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

Recommended by: Correll Contractor Inc.	Prepared by: Foth Infrastructure and Environment, LLC	Checked By: City of Johnston
Signature: <i>Kevin Thompson</i>	Signature: <i>Jared Rokke</i>	Signature: _____
Name: Kevin Thompson	Name: Jared Rokke	Name: _____
Title: PM	Title: Project Engineer	Title: _____
Date: 9/28/2016	Date: 10/5/2016	Date: _____

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

CHANGE ORDER 04



Department of Public Works
 8400 Beaver Drive, PO Box 410
 Johnston, IA 50131-0410
 (515) 278-0822 Fax (515) 727-8092

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

Contractor: **Correll Contractor Inc.**
1300 Lincoln Street
West Des Moines, IA 50265

Project Title	NW 63rd Place Extension from NW 59th Court to Merle Hay Road	
Johnston Project File Number	63P	
Foth Project File Number	14J012.01	
Orig. Contract Amount & Date	\$839,803.20	June 1, 2015
Change Order Number	4	
Date	September 27, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS: Change Order updates estimated Plan Quantities to actual Quantities Completed

Item No.	Item Code	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
3.1	3010-E-1000	Porous Backfill, 1" Clean	TON	\$139.50	-87.69	(\$12,232.76)
3.2	3010-E-3000	Porous Backfill, 3" Clean	TON	\$774.25	3.57	\$2,764.07
4.4	4020-A-2000	Special Pipe Connection, Storm Sewer, SW-211	EA	\$2,080.00	-1	(\$2,080.00)
4.6		Field Tile and Fittings, PVC, Unspecified Dia	LF	\$36.00	-250	(\$9,000.00)
5.4	5010-C-1000	Water Main Fittings	LB	\$12.25	280	\$3,430.00
5.8		Relocation of Water Main	EA	\$11,500.00	-1	(\$11,500.00)
7.1	7010-A-1007	Pavement, PCC, Class C, 7in	SY	\$56.75	0.00	\$0.11
7.7	7040-A-1000	Patches, Full Depth, PCC	SY	\$89.25	-15	(\$1,338.75)
7.8	7040-H-1000	Pavement Removal	SY	\$13.00	-10.40	(\$135.14)
7.10		Temporary Granular Surfacing	TON	\$53.00	-30.02	(\$1,591.06)
8.4		Temporary Construction Barriers	LF	\$27.50	-130.00	(\$3,575.00)
9.1	9010-B-1001	Hydraulic Seeding, Fertilizing & Mulching, Type 1 (Permanent Lawn Mix)	ACRE	\$4,345.00	0.50	\$2,172.50
9.2A	9010-B-2000	Hydraulic Mulching	ACRE	\$1,925.00	-0.36	(\$693.00)
9.3	9010-D-1000	Watering	MGAL	\$66.00	-70	(\$4,620.00)
9.6	9040-N-1000	Silt Fence, Installation	LF	\$1.87	-1055	(\$1,972.85)
9.7	9040-N-3000	Silt Fence, Removal	LF	\$0.33	-1055	(\$348.15)
9.12	9060-F-1000	Temporary Construction Fence	LF	\$2.50	-1500	(\$3,750.00)
12.2		Intake Drain and Fittings, Dual Wall PVC, Perforated, 6 in.	EA	\$3,270.00	-3	(\$9,810.00)
12.3		Temporary Intake Grouting, Install and Remove	EA	\$953.00	-3	(\$2,859.00)
12.8		Bioretention Basin Planting Medium	Cy	\$44.00	-806	(\$26,664.00)
						(\$83,803.02)

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$839,803.20
Net Change by previously authorized Change Orders	\$1,540.00
The Contract Sum prior to This Change Order was	\$841,343.20
The Contract Sum will be increased by this Change Order in the amount of	(\$83,803.02)
The new Contract Sum including this Change Order will be	\$757,540.18
The Contract Time will be unchanged by	0 Days

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

Recommended by: Correll Contractor Inc. Signature: <i>Eric Thompson</i> Name: Eric Thompson Title: <i>P.W.</i> Date: <i>9/28/2016</i>	Prepared by: Foth Infrastructure and Environment, LLC Signature: <i>Jared Rokke</i> Name: Jared Rokke Title: Project Engineer Date: <i>10/5/2016</i>	Checked By: City of Johnston Signature: _____ Name: _____ Title: _____ Date: _____
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Owner:	City of Johnston
<input type="checkbox"/> ≤	\$500 Department Director X _____ C Date _____
<input type="checkbox"/>	\$501 to \$2,500 City Administrator X _____ C Date _____
<input type="checkbox"/>	_____ Date _____
<input type="checkbox"/> >	\$2,501 City Council approved or ratified at Council meeting on _____ Date _____

ITEM NO. 8j



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016

<p>SUBJECT: Consider approval of Pay Application #7 to Corell Contractor, Inc. for the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project.</p>	<p>ACTION REQUIRED:</p> <ul style="list-style-type: none"><input type="checkbox"/> Ordinance<input type="checkbox"/> Resolution<input checked="" type="checkbox"/> Approval <i>DM</i><input type="checkbox"/> Receive/File<input type="checkbox"/> Attorney<input type="checkbox"/> Review
<p>SYNOPSIS:</p> <p>FISCAL IMPACT:</p> <p>RECOMMENDATION:</p>	<p>Attached is Pay Request No. 7 in the amount of \$4,078.92 for work completed as of September 27, 2016 on the NW 63rd Place Extension from NW 59th Court to Merle Hay Road Project. 5% of the completed value of the work has been retained totaling \$37,877.01 to date.</p> <p>Jared Rokke, Foth Infrastructure and Environment has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract.</p> <p>A copy of Pay Application # 7 is attached.</p> <p>\$4,078.92 of the total project cost of \$757,540.18. Funds are budgeted through TIF distract # 1.</p> <p>Approval of Pay Application # 7.</p>

Motion by _____, seconded by _____ to approve Pay Application # 7.



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

PAY REQUEST 7

Contractor:

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

Project Title	NW 63rd Place Extension NW 59th Court to Merle Hay Road		
Johnston Project File No.	63P	Project Number	14J012.01
Purchase Order Number			
Orig. Contract Amount & Date	\$839,803.20	6/1/2015	
Notice to Proceed Date	6/12/2015		
Estimated Completion Date	6/30/2016		
Pay Period	7/1/2016	to	9/27/2016
Pay Request Number	7		
Date	9/27/2016		
Contract ID			

BID ITEMS										
Item No.	Fund.Dept.Object No.	Item Code	Description	Unit	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed	
DIVISION 1 - GENERAL										
1.1	5.760.67610	1090-A-2000	Mobilization	LS	1	\$54,050.95	\$54,050.95	1.00	\$54,050.95	
DIVISION 2 - EXCAVATION AND GRADING										
2.1	5.760.67610	2010-C-1000	Clearing & Grubbing	LS	1	\$9,790.00	\$9,790.00	1.00	\$9,790.00	
2.2	5.760.67610	2010-D-1000	Topsoil, On Site	CY	525	\$26.50	\$13,912.50	525.00	\$13,912.50	
2.3	5.760.67610	2010-E-1010	Excavation, Class 10	CY	1,293	\$17.40	\$22,498.20	1293.00	\$22,498.20	
2.4	5.760.67610	2010-G-1006	Subgrade Preparation, 12 in.	SY	3,425	\$4.00	\$13,700.00	3425.00	\$13,700.00	
2.5	5.760.67610	2010-I-3006	Modified Subbase, 6 in.	SY	3,425	\$10.00	\$34,250.00	3425.00	\$34,250.00	
2.6	5.760.67610	2010-J-1000	Removals, As Per Plan	LS	1	\$7,735.00	\$7,735.00	1.00	\$7,735.00	
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION										
3.1	5.760.67650	3010-E-1000	Porous Backfill, 1" Clean	TON	205	\$139.50	\$28,597.50	117.31	\$16,364.75	
3.2	5.760.67650	3010-E-3000	Porous Backfill, 3" Clean	TON	5	\$774.25	\$3,871.25	8.57	\$6,635.32	
3.3	5.760.67650	3010-E-3750	Separation Layer, Porous, 3/8" Clean	TON	3	\$1,267.00	\$3,801.00	3.00	\$3,801.00	
DIVISION 4 - SEWERS AND DRAINS										
4.1	5.768.67670	4010-A-1008	San. Sewer, Gravity, Trenched, PVC Truss, 8 in.	LF	31	\$293.00	\$9,083.00	31.00	\$9,083.00	
4.2	5.768.67670	4010-I-1000	Sanitary Sewer Cleanout	EA	1	\$2,824.25	\$2,824.25	1.00	\$2,824.25	
4.3	5.760.67650	4020-A-1015	Storm Sewer, Trenched, RCP, CI V, 15 in. (Gasketed)	LF	554	\$85.00	\$47,090.00	554.00	\$47,090.00	
4.4	5.760.67650	4020-A-2000	Special Pipe Connection, Storm Sewer, SW-211	EA	1	\$2,080.00	\$2,080.00	0.00	\$0.00	
4.5	5.760.67650	4030-B-1015	Pipe Apron, Concrete, 15 in.	EA	1	\$2,012.00	\$2,012.00	1.00	\$2,012.00	
4.6	5.760.67650		Field Tile and Fittings, PVC, Unspecified Dia	LF	250	\$36.00	\$9,000.00	0.00	\$0.00	
4.7	5.760.67650	4060-B-2000	Video Inspection of Sanitary Sewer and Storm Sewer	LS	1	\$2,060.00	\$2,060.00	1.00	\$2,060.00	
DIVISION 5 - WATER MAIN AND APPURTENANCES										
5.1	5.766.67800	5010-A-1008	Water Main, Trenched, PVC C900, DR18, 8 in.	LF	707	\$58.50	\$41,359.50	707.00	\$41,359.50	
5.2	5.766.67800	5010-A-2008	Water Main, Trenched, PVC C900, DR18, 8in., Restrained Joint	LF	45	\$94.75	\$4,263.75	45.00	\$4,263.75	
5.3	5.766.67800	5010-B-1000	Water Main, w/ Casing Pipe, Trenched	LF	55	\$188.00	\$10,340.00	55.00	\$10,340.00	
5.4	5.766.67800	5010-C-1000	Water Main Fittings	LB	480	\$12.25	\$5,880.00	760.00	\$9,310.00	
5.5	5.766.67800		Live Tap w/ 16"x8" Tapping Sleeve	EA	1	\$9,820.00	\$9,820.00	1.00	\$9,820.00	
5.6	5.766.67800	5020-A-1008	Valve, Gate, 8 in.	EA	2	\$1,560.00	\$3,120.00	2.00	\$3,120.00	
5.7	5.766.67800	5020-C-1000	Fire Hydrant Assembly	EA	3	\$4,345.00	\$13,035.00	3.00	\$13,035.00	
5.8	5.766.67800		Relocation of Water Main	EA	1	\$11,500.00	\$11,500.00	0.00	\$0.00	
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER										
6.1	5.760.67650	6010-A-1060	Manhole, Storm Sewer, SW-401, 60"	EA	1	\$7,500.00	\$7,500.00	1.00	\$7,500.00	
6.2	5.760.67650	6010-B-1505	Intake, Double Grate, SW-505	EA	1	\$3,700.00	\$3,700.00	1.00	\$3,700.00	
6.3	5.766.67670	6010-E-1000	Manhole-Adjustment, Minor	EA	0	\$600.00	\$0.00	0.00	\$0.00	
6.4	5.766.67670	6010-G-1000	Connection to Existing Sanitary Manhole	EA	1	\$7,500.00	\$7,500.00	1.00	\$7,500.00	
6.5 (CO-1)	5.766.67670	6010-F-1000	Manhole Adjustment, Major	EA	1	\$4,800.00	\$4,800.00	1.00	\$4,800.00	

DIVISION 7 - STREETS & RELATED WORK									
7.1	5.760.67610	7010-A-1007	Pavement, PCC, Class C, 7 in.	SY	3,057	\$56.75	\$173,484.75	3057.00	\$173,484.86
7.2	5.760.67610	7030-A-1000	Removal of Sidewalk and Driveway	SY	89	\$23.25	\$2,069.25	89.00	\$2,069.25
7.3	5.760.67612	7030-E-1004	Sidewalk, PCC, 4 in	SY	459	\$44.10	\$20,241.90	459.00	\$20,241.90
7.4	5.760.67612	7030-E-1006	Sidewalk, PCC, 6 in	SY	25	\$84.00	\$2,100.00	25.00	\$2,100.00
7.5	5.760.67612	7030-G-1000	Detectable Warnings	SF	50	\$42.00	\$2,100.00	50.00	\$2,100.00
7.6	5.760.67610	7030-H-1007	Driveway, Paved, PCC, 7 in	SY	115	\$49.00	\$5,635.00	115.00	\$5,635.00
7.7	5.760.67610	7040-A-1000	Patches, Full Depth, PCC	SY	47	\$89.25	\$4,194.75	32.00	\$2,856.00
7.8	5.760.67610	7040-H-1000	Pavement Removal	SY	321	\$13.00	\$4,173.00	310.60	\$4,037.85
7.9	5.760.67610	7040-I-1000	Curb and Gutter Removal	LF	88	\$27.00	\$2,376.00	88.00	\$2,376.00
7.10	5.760.67610		Temporary Granular Surfacing	TON	200	\$53.00	\$10,600.00	169.98	\$9,008.94
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL									
8.1	5.760.67615		Traffic Control	LS	1	\$3,520.00	\$3,520.00	1.00	\$3,520.00
8.2	5.760.67610		Painted Pavement Markings, Durable	STA	15	\$252.26	\$3,728.40	14.78	\$3,728.40
8.3	5.760.67610		Painted Symbols and Legends, Durable	EA	4	\$275.00	\$1,100.00	4.00	\$1,100.00
8.4	5.760.67615		Temporary Construction Barriers	LF	130	\$27.50	\$3,575.00	0.00	\$0.00
DIVISION 9 - SITEWORK AND LANDSCAPING									
9.1	5.760.67610	9010-B-1001	Hydraulic Seeding, Fertilizing & Mulching, Type 1 (Permanent Lawn M	ACRE	0.8	\$4,345.00	\$3,476.00	1.30	\$5,648.50
9.2	5.760.67610	9010-B-1004	Hydraulic Seeding, Fertilizing & Mulching, Type 4 (Temp. Erosion Mix)	ACRE	0.0	\$3,026.00	\$0.00	0.00	\$0.00
9.2A	5.760.67610	9010-B-2000	Hydraulic Mulching	ACRE	1.6	\$1,925.00	\$3,080.00	1.24	\$2,387.00
9.3	5.760.67610	9010-D-1000	Watering	MGAL	70	\$86.00	\$4,620.00	0.00	\$0.00
9.4	5.760.67610	9010-E-1000	Warranty	LS	1	\$2,200.00	\$2,200.00	1.00	\$2,200.00
9.5	5.760.67610	9040-A-2000	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$4,400.00	\$4,400.00	1.00	\$4,400.00
9.6	5.760.67610	9040-N-1000	Silt Fence, Installation	LF	1,500	\$1.87	\$2,805.00	445.00	\$832.15
9.7	5.760.67610	9040-N-3000	Silt Fence, Removal	LF	1,500	\$0.33	\$495.00	445.00	\$146.85
9.8	5.760.67610	9040-T-1000	Inlet Protection Device, Install and Remove	EA	4	\$126.50	\$506.00	4.00	\$506.00
9.9	5.760.67610	9040-T-2000	Intake Protection Device, Maintenance	EA	4	\$22.00	\$88.00	4.00	\$88.00
9.10	5.760.67610	9060-D-1000	Remove and Reinstall Existing Fence	LF	50	\$58.00	\$2,900.00	50.00	\$2,900.00
9.11	5.760.67610	9060-E-1000	Removal of Fence	LF	135	\$19.75	\$2,666.25	135.00	\$2,666.25
9.12	5.760.67610	9060-F-1000	Temporary Construction Fence	LF	1,500	\$2.50	\$3,750.00	0.00	\$0.00
DIVISION 12 - STRUCTURES									
12.1	5.760.67650		Special Intake Structure, Double Grate Intake w/ Manholes	EA	3	\$15,225.00	\$45,675.00	3.00	\$45,675.00
12.2	5.760.67650		Intake Drain and Fittings, Dual Wall PVC, Perforated, 6 in.	EA	3	\$3,270.00	\$9,810.00	0.00	\$0.00
12.3	5.760.67650		Temporary Intake Grouting, Install and Remove	EA	3	\$953.00	\$2,859.00	0.00	\$0.00
12.4	5.760.67650		Stormwater Chamber and Fittings	EA	3	\$10,550.00	\$31,650.00	3.00	\$31,650.00
12.5	5.760.67650		Modular Block Retaining Wall - Bioretention Basin	EA	3	\$10,000.00	\$30,000.00	3.00	\$30,000.00
12.6	5.760.67650		Concrete Wall Cap and Landscaping Apron	EA	3	\$7,990.00	\$23,970.00	3.00	\$23,970.00
12.7	5.760.67650		Ornamental Metal Railing	EA	3	\$3,867.00	\$11,601.00	3.00	\$11,601.00
12.8	5.760.67650		Bioretention Basin Planting Medium	CY	630	\$44.00	\$27,720.00	24.00	\$1,056.00
12.9 (CO-3)			Additional ROW Acquisition Reimbursement	LS	1	-\$1,000.00	-\$1,000.00	1.00	-\$1,000.00
TOTAL							\$841,343.20		\$757,540.18

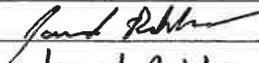
MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
TOTAL			\$0.00

PAY REQUEST SUMMARY

		Total Approved	Total Completed
Contract Price		\$839,803.20	\$757,540.18
Approved Change Order 1		\$4,300.00	\$4,300.00
Approved Change Order 2		-\$1,760.00	-\$1,760.00
Approved Change Order 3		-\$1,000.00	-\$1,000.00
Revised Contract Price		\$841,343.20	\$757,540.18
Materials Stored			\$0.00
Retainage 5%			\$37,877.01
Total Earned Less Retainage			\$719,663.17
Total Previously Approved (list each)	Pay Request 1	\$236,964.77	
	Pay Request 2	\$56,990.24	
	Pay Request 3	\$2,267.65	
	Pay Request 4	\$219,210.81	
	Pay Request 5	\$194,848.58	
	Pay Request 6	\$3,302.20	
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
Total Previously Approved			\$715,584.25
Amount Due This Request			\$4,078.92
Percent Complete			90.0%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			123.2%

The amount **\$4,078.92** 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	\$382,007.71
5.760.67612	SIDEWALK	\$24,441.90
5.760.67615	TRAFFIC CONTROL	\$3,520.00
	TRAFFIC SIGNAL	\$0.00
5.760.67170	STREETSCAPE	\$0.00
5.760.67650	STORM DRAINAGE	\$233,115.07
5.766.67800	WATER MAIN, HYDRANT	\$91,248.25
5.768.67670	SANITARY SEWER	\$24,207.25
5.760.67616	UTILITY RELOCATION	\$0.00

Contractor: Corell Contractor Inc.	Recommended By: Foth Infrastructure	Checked By: City of Johnston
Signature: 	Signature: 	Signature:
Name: Eric Thompson	Name: Jared Rokke	Name:
Title: PM	Title: Project Engineer	Title:
Date: 9/28/2016	Date: 10/5/2016	Date:



ITEM NO. 48

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7th, 2016 Meeting

SUBJECT: Consider Resolution 16-239 approving change order #4 for the addition of steel base plate for the amphitheater for the Terra Park Project, phase 3.

ACTION REQUIRED:

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

SYNOPSIS:

A section near the stairways at the amphitheater does not have adequate protection from the weather and other potential abuses. Adding the steel base plate would give extra support in these unprotected areas. This is a labor intensive element and most of the cost is from drilling out the base plate to ensure that it fits. The proposed cost of this is \$2,934 which includes the labor.

FISCAL IMPACT:

Estimated Cost Not to exceed \$2,935

RECOMMENDATION:

Approve Resolution 16-239

RESOLUTION NO. 16-239

A RESOLUTION APPROVING CHANGE ORDER #4 FOR THE ADDITION OF STEEL BASE PLATE FOR THE AMPHITHEATER FOR THE TERRA LAKE PROJECT PHASE III.

WHEREAS, steel base plate would add needed protection for 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 #4 for the addition of steel base plate for the amphitheater for the Terra Park Project phase 3 in the amount not to exceed \$2,934 be

PASSED AND APPROVED this 7th day of November, 2016

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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

CHANGE ORDER NO. 4

OWNER: City of Johnston

PROJECT: Terra Lake Park Phase 3
PROJECT #: 115.0890

To: Rochon Corporation of Iowa, Inc.
Contractor
3401 106th Circle
Address
Urbandale, IA 50322
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

Drill out steel base plates to accommodate imbedded bolt locations on the columns at the Amphitheatre Shelter.

2. Reason for Change:

The shop drawings for the steel did not match the bolt locations as shown on the construction plans.

3. Settlement for the cost of making the change shall be as follows:

Item Description	Quantity	Unit	Unit Price	Total Price
Labor and equipment to drill 4 holes in each base plate	1.00	LS	\$2,934.00	\$2,934.00
TOTAL				\$2,934.00

4. This change order will result in a net change in the cost of the project as follows:

	<u>Contract Amount</u>	<u>Contract Completion Date</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$2,076,765.00	December 1, 2016
Change due to this C.O. (+ or -)	\$2,934.00	December 1, 2016
Totals including this C.O.:	\$2,079,699.00	December 1, 2016

The change described herein is understood, and the terms of settlement are hereby agreed to:

Rochon Corporation of Iowa, Inc.
CONTRACTOR
By *[Signature]*

DATE: _____

Snyder & Associates, Inc.
ENGINEER
By *[Signature]*

DATE: 1/1/2/14

City of Johnston
OWNER
By _____

DATE: _____



Rochon Corporation of Iowa

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

PROPOSAL REQUEST: 6

ATTN: Tim West

PROJECT: Terra Lake Phase 3

TO: Snyder and Associates
2727 SW Snyder BLVD
Ankeny, IA 50023

FAX:

DATE: 10/07/16

FROM: Russ Carew

PAGES: 1

The following pricing is based on: Costs to drill out base plates due to incorrect sizing

Added labor cost (37 hours at \$50 per hour)	\$	1,850.00
Equipment Rental	\$	549.00
Bits, cutting oil and miscellaneous materials	\$	228.76

OH&P (10%)	\$.263
Bond and Insurance (1.5%)	\$	43
TOTAL:	\$	2,934

Attachments:

The Contract Sum will be increased by this change in the amount of	\$	2,934
The Contract Time will be increased by		0 Days



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
 AGENDA COMMUNICATION
 November 7th, 2016 Meeting

<p>SUBJECT: Approval of Pay Request to TK Concrete in the amount of \$96,442.50 for work on the Green Meadows Flume Repair Project.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

This invoice is for Pay Request 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 to TK Concrete.

Motion by _____, seconded by _____, to approve this Pay Request in the amount of \$96,442.50 to TK Concrete for work performed for the Green Meadows Flume Project.

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

TK CONCRETE INC.

PELLA, IA 50219
641-628-4590

Invoice

DATE	INVOICE #
10/27/2016	8845

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

DUE DATE	P.O. NO.	TERMS	PROJECT
10/27/2016		30 Day Progress Payme...	Flume Repair & Wat...

ITEM	DESCRIPTION	RATE	QTY	AMOUNT
	Pay Application #4 Work Through 10/26/2016			
Mobilization	Mobilization LS	47,500.00	0.125	5,937.50
Removal	Removal of Structures EA	2,500.00	1	2,500.00
Removal	Removal of Pipe LF	25.00	51	1,275.00
Removal	Removal of Sidewalk/Recreational Trail SY	15.00	232.5	3,487.50
Pipe Work	Pipe Culvert, Trenched, RCP, Class III, 24 IN. LF	110.00	48	5,280.00
Pipe Work	Pipe Apron, Concrete, 24" EA	2,750.00	6	16,500.00
5.0 - 5" Sidewalks/...	Sidewalk/Recreational Trail Path, PCC, 5 IN. SY	50.00	232.5	11,625.00
Subgrade Prep	Special Subgrade Preperation For Recreational Trail SY	6.00	232.5	1,395.00
Traffic Control - TK	Traffic Control LS	4,000.00	0.25	1,000.00
	ALTERNATE 1:			0.00
	ALTERNATE 3:			0.00
Removal	Removal of Structure EA	2,500.00	1	2,500.00
Pipe Work	RCAP and Pipe Aprons in Lieu of Box Culvert	32,500.00	1	32,500.00
	ALTERNATE 4:			0.00
Subgrade Prep	Special Subgrade Preparation for Recreational Trail SY	10.00	118.5	1,185.00
Removal	Removal of Recreational Trail SY	20.00	118.5	2,370.00
6" PCC	Recreational Trail, PCC, 6" SY	75.00	118.5	8,887.50
	ALTERNATE 5:			0.00

	Total	\$96,442.50
	Balance Due	\$96,442.50



ITEM NO. 8m

OFFICES OF CITY ADMINISTRATION

Johnston, Iowa

AGENDA COMMUNICATION

November 7, 2016

<p>SUBJECT:</p> <p>Motion to approve RESOLUTION NO. 16-241 APPROVING TRANSFERS FOR 2016-2017 FISCAL YEAR</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File</p> <p><i>Jusa</i></p>
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<p>SYNOPSIS:</p>	<p>Annual resolution approving transfers as budgeted by Council action.</p>
<p>FISCAL IMPACT</p>	<p>Transfers were included in 2016-2017 budget.</p>
<p>RECOMMENDATION</p>	<p>Approve Resolution No. 16-241</p>

RESOLUTION NO. 2016-241

Approving Transfers for 2016-2017 Fiscal Year

WHEREAS, the City of Johnston did adopt transfer amounts in the 2016-2017 Budget; and
 WHEREAS, the following represent transfers to be authorized at this time:

Item	From	To	Dollars
1	General Fund	Seniors	7,000
2	General Fund	Trees	30,000
3	General Fund	Park & Trail Improvement	44,000
4	General Fund, Hotel-Motel	Employee Work Clothing	2,000
5	General Fund, Hotel-Motel	Park & Trail Improvement	81,000
6	General Fund	Equipment Replace Reserve	413,703
7	T.I.F. Projects #1	T.I.F. Debt #1	661,000
8	T.I.F. Projects #3	T.I.F. Debt #3	997,000
9	T.I.F. Projects #4	T.I.F. Debt #4	19,885
10	T.I.F. Projects #5	T.I.F. Debt #5	249,138
11	Road Use Tax	Equipment Replace Reserve	177,247
12	Library Trust	General Fund	25,000
13	Water Rev ,O/M, Surplus	Debt Service 2001B,2009SRF	550,000
14	Water Rev, O/M, Surplus	Debt Service, 2005B	30,942
15	Water Rev ,O/M, Surplus	Equipment Replace Reserve	11,882
16	Water Rev ,O/M, Surplus	Debt Service, 2014A	86,943
17	Water Rev ,O/M, Surplus	Debt Service, 2015A	56,329
18	Sewer Rev, O/M, Surplus	Equipment Replace Reserve	30,736
19	Sewer, Rev, O/M, Surplus	Debt Service, 2005A	214,358
20	Sewer, Rev, O/M, Surplus	Debt Service, 2005C	40,000
21	Sewer, Rev, O/M, Surplus	Debt Service, 2006B	21,925
22	Sewer Rev, O/M, Surplus	2008A Debt (271)	35,689
23	Sewer Rev, O/M, Surplus	Debt Service, 2014A (274)	50,945
24	Sewer Rev, O/M, Surplus	Debt Service, 2015A (277)	17,206
25	Sewer Assessment Reserve	Debt Service 2005A & 2006A	192,695
26	NW Area Sanitary District	Debt Service, 2005C	40,000
27	NW Area Sanitary District	Debt Service, 2006B	23,347
28	NW Area Sanitary District	Debt Service, 2008A	44,913
29	NW Area Sanitary District	Debt Service, 2013B	57,519
30	Storm Water Utility	Debt Service, 2012A	146,769
31	Storm Water Utility	Debt Service, 2013B	259,496
32	Storm Water Utility	Debt Service, 2015A	37,998
		TOTAL	<u>\$4,656,665</u>

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnston, Iowa, that the Finance Director be instructed to transfer the appropriate amounts to each fund for the purpose stated in Exhibit A attached.

PASSED AND APPROVED this 7th day November, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

EXHIBIT A to
RESOLUTION NO. 2016-241
November 7, 2016

PURPOSE FOR 2016-2017 TRANSFERS

1.	General Fund budget contribution to Senior Citizens.
2.	General Fund budget amount to cover supplies for tree maintenance.
3.	General Fund to Park & Trail Improvement Fund.
4.	General Fund, Hotel-Motel budget amount for employee work clothing.
5.	General Fund, Hotel-Motel Budget amount for park & trail improvements.
6.	General Fund to equipment replacement reserve.
7.	T.I.F. revenue required to pay principal and interest for bonds issued in T.I.F. District #1.
8.	T.I.F. revenue required to pay principal and interest for bonds issued in T.I.F. District #3.
9.	T.I.F. revenue required to pay principal and interest for bonds issued in T.I.F. District #4.
10.	T.I.F. revenue required to pay principal and interest for bonds issued in T.I.F. District #5.
11.	Road Use Tax Funds to Equipment Replacement Reserve fund for schedule equipment.
12.	Amount budgeted from Library Trust for General Fund Library operations.
13.	Budget amount required from water operations for 2001B and 2009 SRF debt obligations.
14.	Budget amount required from water operations for 2005B debt obligations.
15.	Budget amount from water operations to equipment replacement reserve.
16.	Budget amount required from water operations for 2014A debt obligations.
17.	Budget amount required from water operations for 2015A debt obligations.
18.	Budget amount from sewer operations to equipment replacement reserve.
19.	Budget amount required from sewer operations for 2005A debt obligations.
20.	Budget amount required from sewer operations for 2005C debt obligations.
21.	Budget amount required from sewer operations for 2006B debt obligations.
22.	Budget amount required from sewer operations for 2008A debt obligations.
23.	Budget amount required from sewer operations for 2014A debt obligations.
24.	Budget amount required from sewer operations for 2015AA debt obligations.
25.	Budget amount required from sewer assessment reserves for 2005A & 2006A debt obligations.
26.	Budget amount required from NW Area Sanitary Sewer District for 2005C debt obligations.
27.	Budget amount required from NW Area Sanitary Sewer District for 2006B debt obligations.

28.	Budget amount required from NW Area Sanitary Sewer District for 2008A debt obligations.
29.	Budget amount required from NW Area Sanitary Sewer District for 2013B debt obligations
30.	Budget amount required from storm water utility operations for 2012A debt obligations.
31.	Budget amount required from storm water utility operations for 2013B debt obligations
32.	Budget amount required from storm water utility operations for 2015A debt obligations



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 16 to Alliance Construction Group in the amount of \$516,968.23 for work completed as of October 28, 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</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 16 in the amount of \$516,968.23 for work completed as of October 28, 2016 on the NW 70th Avenue Improvements 98th Street to West City limits.

\$310,485.19 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. 16 is attached.

FISCAL IMPACT

The funds for this payment will come from account 346

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 16

Motion by _____, seconded by _____, Approval of Pay Request No.16 to Alliance Construction Group for work completed as of October 28, 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 16



Department of Public Works
 6221 Merle Hay Road
 Johnston, IA 50131
 Phone (515) 278-2344
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 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 2/20/2016	
Estimated Completion Date 12/16/2016	
Pay Period 10/2/2016	to 10/22/2016
Pay Request Number 16	
Date 10/28/2016	
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	0.588	0.414	\$20,000.00	\$11,720.00	\$8,280.00	0.53	0.37	\$10,600.00	\$7,400.00	\$18,000.00
2.2	5.760.67170	2010-D-1000	TOPSOIL, ON SITE	CY	10,284	965	\$16.00	\$164,544.00	\$15,440.00	6909.30	965.00	\$110,548.80	\$15,440.00	\$125,988.80
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	47492.00	2331.00	\$379,936.00	\$18,648.00	\$398,584.00
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	24587.99	3244.00	\$122,939.94	\$16,219.98	\$139,159.92
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	5.766.67800	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	5.768.67670	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 IN.	LF	588	0	\$110.00	\$62,480.00	\$0.00	474.00	0.00	\$52,140.00	\$0.00	\$52,140.00
4.2	5.768.67670	4010-E-1004	SANITARY SEWER SERVICE STUB, TRENCHED, 4 IN.	LF	128	0	\$175.00	\$22,575.00	\$0.00	183.00	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	392.75	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	128	\$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	192.50	\$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	1932.25	200.75	\$202,868.25	\$21,078.75	\$223,965.00
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	92.00	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	782.00	0.00	\$39,100.00	\$0.00	\$39,100.00
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	10.00	0.00	\$4,000.00	\$0.00	\$4,000.00
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	\$36,556.00	\$6,539.00	\$43,095.00
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	\$1,682.50	25.25	4.75	\$8,937.50	\$1,682.50	\$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	0.598	0.414	\$16,000.00	\$9,376.00	\$8,624.00	0.48	0.34	\$7,880.00	\$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-1108	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC C905, DR18, 8 IN.	LF	40	0	\$95.00	\$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	\$90.00	\$28,960.00	\$0.00	337.00	0.00	\$28,960.00	\$0.00	\$28,960.00
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	5.768.67670	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	0	\$5,500.00	\$16,500.00	\$0.00	3.00	0.00	\$16,500.00	\$0.00	\$16,500.00
6.2	5.760.67650	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	2.75	0.25	\$3,500.00	\$6,625.00	\$875.00	2.75	0.25	\$9,825.00	\$875.00	\$10,500.00
6.3	5.760.67650	6010-A-1560	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.25	0.75	\$5,000.00	\$6,250.00	\$3,750.00	1.25	0.75	\$6,250.00	\$3,750.00	\$10,000.00
6.4	5.760.67650	6010-A-1572	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	0.75	0.25	\$7,000.00	\$5,250.00	\$1,750.00	0.75	0.25	\$5,250.00	\$1,750.00	\$7,000.00
6.5	5.760.67650	6010-A-1566	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	5.760.67650	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA	9.5	0.5	\$2,500.00	\$23,750.00	\$1,250.00	10.00	1.00	\$25,000.00	\$2,500.00	\$27,500.00
6.7	5.760.67650	6010-B-1501	INTAKE, SINGLE GRATE, SW-501, MOD. 1	EA	1	0	\$3,500.00	\$3,500.00	\$0.00	1.00	0.00	\$3,500.00	\$0.00	\$3,500.00
6.8	5.760.67650	6010-B-1502	INTAKE, SW-502, 48 IN.	EA	3.75	0.25	\$3,500.00	\$13,125.00	\$875.00	3.75	0.25	\$13,125.00	\$875.00	\$14,000.00
6.9	5.760.67650	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA	4.50	1.50	\$3,800.00	\$17,100.00	\$5,700.00	5.00	1.00	\$19,000.00	\$3,800.00	\$22,800.00
6.10	5.760.67650	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD. 1	EA	4	0	\$6,000.00	\$32,000.00	\$0.00	3.00	0.00	\$24,000.00	\$0.00	\$24,000.00
6.11	5.760.67650	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD. 2	EA	5	0	\$8,000.00	\$40,000.00	\$0.00	5.00	0.00	\$40,000.00	\$0.00	\$40,000.00
6.12	5.760.67650	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	3	0	\$3,500.00	\$10,500.00	\$0.00	3.50	0.50	\$12,250.00	\$1,750.00	\$14,000.00
6.13	5.760.67650	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EA	5	2	\$6,000.00	\$30,000.00	\$12,000.00	4.00	1.00	\$24,000.00	\$6,000.00	\$30,000.00
6.14	5.760.67650	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506, MOD. 1	EA	1	0	\$13,000.00	\$13,000.00	\$0.00	1.00	0.00	\$13,000.00	\$0.00	\$13,000.00
6.15	5.760.67650	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506, MOD. 2	EA	3	0	\$13,000.00	\$39,000.00	\$0.00	3.50	0.50	\$45,500.00	\$6,500.00	\$52,000.00
6.16	5.760.67650	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 4' x 4'	EA	2.50	1.50	\$4,000.00	\$10,000.00	\$6,000.00	2.50	1.50	\$10,000.00	\$6,000.00	\$16,000.00
6.17	5.760.67650	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 4' x 4', MOD. 1	EA	1	0	\$5,000.00	\$5,000.00	\$0.00	1.00	0.00	\$5,000.00	\$0.00	\$5,000.00
6.18	5.760.67650	6010-B-1513	INTAKE, OPEN-SIDED AREA, SW-513, 6' x 6', MOD. 1	EA	1	0	\$7,500.00	\$7,500.00	\$0.00	1.00	0.00	\$7,500.00	\$0.00	\$7,500.00
6.19	5.760.67650	6010-F-1000	MANHOLE ADJUSTMENT, MAJOR	EA	6	0	\$3,000.00	\$18,000.00	\$0.00	6.00	0.00	\$18,000.00	\$0.00	\$18,000.00
6.20	5.760.67650	6010-G-2000	CONNECTION TO EXISTING SANITARY MANHOLE	EA	3	0	\$4,000.00	\$12,000.00	\$0.00	3.00	0.00	\$12,000.00	\$0.00	\$12,000.00
6.21	5.760.67650	6010-H-1000	REMOVE MANHOLE OR INTAKE	EA	15.50	1.50	\$700.00	\$10,850.00	\$1,050.00	16.50	1.50	\$11,550.00	\$1,050.00	\$12,600.00

DIVISION 7 - STREETS & RELATED WORK

7.1	5.760.67610	7010-A-1090	PAVEMENT, PCC, CLASS C-QMC, 9 IN.	SY	27,762	2,587	\$64.20	\$1,782,320.40	\$164,801.40	22486.02	2396.21	\$1,443,802.48	\$153,836.68	\$1,597,439.17
7.2	5.760.67610	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	5.760.67610	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	5.760.67610	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	5.760.67610	7010-G-1000	PCC PAVEMENT SAMPLES AND TESTING	LS	0.588	0.414	\$15,000.00	\$8,790.00	\$6,210.00	0.45	0.39	\$6,750.00	\$5,850.00	\$12,600.00
7.6	5.760.67610	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	5.760.67612	7030-A-1000	REMOVAL OF SIDEWALK	SY	15	35	\$30.00	\$450.00	\$1,050.00	15.00	35.00	\$450.00	\$1,050.00	\$1,500.00
7.8	5.760.67610	7030-A-3000	REMOVAL OF PAVED DRIVEWAY	SY	176	0	\$25.00	\$4,400.00	\$0.00	176.00	0.00	\$4,400.00	\$0.00	\$4,400.00
7.9	5.760.67612	7030-C-1005	SHARED USE PATH, PCC, 5 IN.	SY	4,209	379	\$32.00	\$134,888.00	\$12,128.00	2156.39	379.00	\$69,004.48	\$12,128.00	\$81,132.48
7.10	5.760.67612	7030-E-1004	SIDEWALK, PCC, 4 IN.	SY	352	14	\$32.00	\$11,264.00	\$448.00	36.18	12.72	\$1,221.76	\$407.04	\$1,628.80
7.11	5.760.67612	7030-E-1006	SIDEWALK, PCC, 6 IN.	SY	387	75	\$45.00	\$16,515.00	\$3,375.00	156.77	46.05	\$7,054.65	\$2,072.25	\$9,126.90
7.12	5.760.67612	7030-G-1000	DETECTABLE WARNINGS	SF	400	80	\$45.00	\$18,000.00	\$3,600.00	161.50	40.00	\$7,267.50	\$1,800.00	\$9,067.50
7.13	5.760.67610	7030-H-1080	DRIVEWAY, PAVED, PCC, 6 IN.	SY	415	0	\$60.00	\$24,900.00	\$0.00	184.00	0.00	\$11,040.00	\$0.00	\$11,040.00
7.14	5.760.67610	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	5.760.67610	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	5.760.67610	SPECIAL	TEMPORARY PAVEMENT, 6 IN.	SY	4,020	0	\$42.00	\$168,840.00	\$0.00	2589.34	0.00	\$108,752.28	\$0.00	\$108,752.28
7.17	5.760.67610	SPECIAL	TRANSITION PAVEMENT	SY	1,069	0	\$50.00	\$53,450.00	\$0.00	1053.05	0.00	\$52,852.50	\$0.00	\$52,852.50

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	61.00	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	103.18	1.89	\$8,254.40	\$151.20	\$8,405.60
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	20.63	13.23	\$2,578.75	\$1,853.75	\$4,232.50
8.5	5.760.67611	8010-C-1060	REMOVABLE TAPE MARKINGS	STA	28.14	0	\$125.00	\$3,267.50	\$0.00	24.57	0.00	\$3,071.25	\$0.00	\$3,071.25
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	20.63	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	0.586	0.414	\$310,000.00	\$181,060.00	\$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	CDAY	30	10	\$75.00	\$2,250.00	\$750.00	25.00	8.00	\$1,875.00	\$600.00	\$2,475.00
8.13	5.760.67611	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	5.00	0.00	\$5,000.00	\$0.00	\$5,000.00
8.15	5.760.67611	SPECIAL	HANDHOLE, TYPE III, FURNISH AND INSTALL	EA	13	0	\$1,700.00	\$22,100.00	\$0.00	6.00	0.00	\$10,200.00	\$0.00	\$10,200.00
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 AND	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	0.50	0.35	\$2,000.00	\$1,400.00	\$3,400.00
9.7	5.760.67170	9040-D-1012	FILTER SOCKS, 12 IN., INSTALLATION	LF	600	0	\$3.00	\$1,800.00	\$0.00	1720.00	0.00	\$5,160.00	\$0.00	\$5,160.00
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	6,962	1,029	\$2.00	\$13,964.00	\$2,058.00	1922.00	0.00	\$3,844.00	\$0.00	\$3,844.00
9.11	5.760.67170	9040-N-3000	SILT FENCE, REMOVAL	LF	5,127	761	\$0.50	\$2,563.50	\$380.50	542.00	0.00	\$271.00	\$0.00	\$271.00
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	37.00	7.00	\$5,550.00	\$1,050.00	\$6,600.00
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	\$15,288.00	\$0.00	\$15,288.00

DIVISION 10 - DEMOLITION														
10.1	5.780.87016	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	5.780.87015	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	5.780.87016	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	5.788.87070	6010	SANITARY SEWER DROP	LS	1	0.0	\$5,870.70	\$5,870.70	\$0.00	1.00	0.00	\$5,870.70	\$0.00	\$5,870.70
CHANGE ORDER - 2														
7.18	5.780.87010	7040-H-2000	PAVEMENT REMOVAL, ADDITIONAL THICKNESS	SY	9,485	0.0	\$7.48	\$70,947.80	\$0.00	8595.00	890.00	\$64,290.60	\$5,161.20	\$69,451.80
CHANGE ORDER - 3														
CO 3.1	5.780.87015	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, 2018	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			\$5,591,654.50	\$618,049.40	\$6,209,703.90

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	\$70,847.80	
Approved Change Order 3	\$810.00	
Revised Contract Price	\$7,443,023.00	\$6,209,703.90
	Materials Stored	\$0.00
	Retainage (5%)	\$310,485.19
	Total Earned Less Retainage	\$5,899,218.70
Total Previously Approved (list each)	Pay Request 1	\$81,719.67
	Pay Request 2	\$65,899.81
	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	\$266,489.01
		Pay Request 16
	Total Previously Approved	\$5,382,250.47
	Amount Due This Request	\$516,868.23
	Percent Complete	83.4%
	Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)	83.2%

The amount **\$516,868.23** 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	\$3,137,498.97
5.760.67612	SIDEWALK	\$102,455.68
5.760.67615	TRAFFIC CONTROL	\$267,885.00
5.760.67611	TRAFFIC SIGNAL	\$112,004.85
5.760.67170	STREETSCAPE	\$184,305.70
5.760.67650	STORM DRAINAGE	\$1,874,527.00
5.766.67800	WATER MAIN, HYDRANT	\$418,931.00
5.768.67670	SANITARY SEWER	\$103,035.70
5.760.67616	UTILITY RELOCATION	\$9,060.00

\$6,209,703.90 CHECK

Contractor: Alliance Construction Group Signature:  Name: Jason DeGraff Title: Project Manager Date: 10/28/16	Recommended By: Foth Infrastructure & Environment Signature:  Name: Patrick Kueter Title: Senior Project Manager Date: 10/27/16	Checked By: City of Johnston Signature: Name: Title: Date:
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OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 14 to Manatt's Inc. in the amount of \$1,198,321.05 for work completed as of October 31, 2016 on the NW 100th Street Reconstruction project.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 14 in the amount of \$1,198,321.05 for work completed as of October 31, 2016 on the NW 100th Street Reconstruction project.

\$250,158.72 of the value of completed work has been retained so far.

Chad Mason, Project Manager, with HR Green, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract.

A copy of Pay Estimate No. 14 is attached.

FISCAL IMPACT

The funds for this payment will come from account 349

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 14

Motion by _____, seconded by _____, Approval of Pay Request No.14 to Manatt's, Inc. for work completed as of October 31, 2016 on the NW 100th Street Reconstruction Project.

ROLL CALL VOTE: **AYE** **NAY** **ABSENT** **ABSTAIN**

Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____



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

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

Pay Request 14

Distribution:
 Contractor
 Public Works
 Finance
 Engineer

Project Title	NW 100th Street Reconstruction		
Johnston Project File Number	359		
Purchase Order Number	-		
Orig. Contract Amount & Date	\$ 5,738,005.30		
Estimated Completion Date	10/31/16		
Pay Period	9/23/16	-	10/28/16
Pay Request Number	14		
Date	October 31, 2016		

Item No.	No.	Item Code	Description	Unit	Est. Qty	Unit Price	Extended Price	Completed	Value Completed
2.1	5.760.67610	2010-108-A-0	Clearing and Grubbing	UNIT	75	\$ 95.00	\$ 7,125.00	179.37	\$ 17,040.15
2.2	5.760.67610	2010-108-B-0	Clearing and Grubbing	AC	1.5	\$ 1,050.00	\$ 1,575.00	1.25	\$ 1,312.50
2.3	5.760.67170	2010-108-D-1	Topsoil, On-site	CY	6976	\$ 14.00	\$ 97,664.00	6474	\$ 90,636.00
2.4	5.760.67610	2010-108-E-0	Excavation, Class 10, Class 12, or Class 13	CY	69478	\$ 8.75	\$ 607,932.50	69478	\$ 607,932.50
2.5	5.760.67610	2010-108-G-0	Subgrade Preparation	SY	43603	\$ 3.25	\$ 141,709.75	43603	\$ 141,709.75
2.6	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 12"	LF	221	\$ 18.00	\$ 3,978.00	237	\$ 4,266.00
2.7	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 15"	LF	216	\$ 18.00	\$ 3,888.00	274	\$ 4,932.00
2.8	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 18"	LF	164	\$ 18.00	\$ 2,952.00	207	\$ 3,726.00
2.9	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 24"	LF	72	\$ 20.00	\$ 1,440.00	72	\$ 1,440.00
2.10	5.760.67650	2010-108-J-2-c	Removal of Known Pipe Culvert, RCP, 30"	LF	103	\$ 21.00	\$ 2,163.00	103	\$ 2,163.00
2.11	5.766.67800	2010-108-J-3-a	Removal or Abandonment of Existing Water Main	LF	113	\$ 27.00	\$ 3,051.00	73	\$ 1,971.00
2.12	5.760.67610	XXXX-XXX-X-X	Removals, as per plan	LS	1	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00
2.13	0	2010-108-H-3	Subgrade Treatment, Commercial Quicklime	TON	100	\$ 308.00	\$ 30,800.00	0.00	\$ -
4.1	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, A-2000 Non-Perforated, 6"	LF	333	\$ 42.00	\$ 13,986.00	417	\$ 17,514.00
4.2	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 12"	LF	231	\$ 67.00	\$ 15,477.00	107	\$ 7,169.00
4.3	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	2263	\$ 67.00	\$ 151,621.00	2223	\$ 148,941.00
4.4	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 18"	LF	698	\$ 69.00	\$ 48,162.00	673	\$ 46,437.00
4.5	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 24"	LF	1599	\$ 78.00	\$ 124,722.00	1599	\$ 124,722.00
4.6	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 36"	LF	1059	\$ 129.50	\$ 137,140.50	1059	\$ 137,140.50
4.7	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 42"	LF	571	\$ 156.00	\$ 89,076.00	571	\$ 89,076.00
4.8	5.760.67650	4020-108-A-1	Storm Sewer, Trenched, RCP, 48"	LF	273	\$ 181.50	\$ 49,549.50	273	\$ 49,549.50
4.9	5.760.67650	4020-108-C-0	Removal of Storm Sewer Less Than or Equal to 36"	LF	442	\$ 28.25	\$ 12,486.50	472	\$ 13,334.00
4.10	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 12"	EA	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00
4.11	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 15"	EA	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00
4.12	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 18"	EA	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00
4.13	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 24"	EA	2	\$ 2,100.00	\$ 4,200.00	4	\$ 8,400.00
4.14	5.760.67650	4030-108-B-0	Pipe Apron, RCP, Type RF-3 (2) 48"	EA	1	\$ 4,100.00	\$ 4,100.00	1	\$ 4,100.00
4.15	5.760.67650	4040-108-A-0	Subdrain, Type 1 (Longitudinal Subdrain), Corrugated PE, 6"	LF	10210	\$ 14.20	\$ 144,982.00	7896.9	\$ 112,135.98
4.16	5.760.67650	4040-108-C-0	Subdrain Cleanout, Type 1, 6"	EA	48	\$ 580.00	\$ 27,840.00	23	\$ 13,340.00
4.17	5.760.67650	4040-108-D-0	Subdrain Outlets and Connections, PVC, 8"	EA	94	\$ 320.00	\$ 30,080.00	78	\$ 24,960.00
4.18	5.760.67650	4060-108-B-0	Video Inspection of Storm Sewers	LS	1	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00
4.19	5.760.67650	XXXX-XXX-X-X	Field Tile Repair, PVC, Unspecified Dia.	LF	500	\$ 31.50	\$ 15,750.00	195.88	\$ 6,170.22
4.20	5.760.67650	XXXX-XXX-X-X	8" Yard Drain Assembly	EA	8	\$ 880.00	\$ 7,040.00	4	\$ 3,520.00
5.1	5.766.67800	5010-108-A-1	Water Main, Trenched, PVC C900, 10"	LF	153	\$ 79.00	\$ 12,087.00	165	\$ 13,035.00
5.2	5.766.67800	5010-108-A-1	Water Main, Trenched, PVC C900, 12"	LF	115	\$ 157.50	\$ 18,112.50	46	\$ 7,245.00
5.3	5.766.67800	5010-108-C-2	Fittings, Water Main	LB	3651	\$ 7.35	\$ 26,834.85	1864	\$ 13,700.40
5.4	5.766.67800	5010-108-D-0	Water Service Stub, Trenched, Copper, 1"	EA	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00
5.5	5.766.67800	5020-108-A-0	Valve, DI MJ Gate, 10"	EA	1	\$ 1,900.00	\$ 1,900.00	1	\$ 1,900.00
5.6	5.766.67800	5020-108-C-0	Fire Hydrant Assembly	EA	7	\$ 5,800.00	\$ 40,600.00	12	\$ 69,600.00

5.7	5.766.67800	5020-108-G-0	Valve Box Replacement	EA	2	\$ 840.00	\$ 1,680.00	2	\$ 1,680.00
5.8	5.766.67800	5020-XXX-X-X	Remove Existing Fire Hydrant Assembly	EA	7	\$ 1,100.00	\$ 7,700.00	12	\$ 13,200.00
5.9	5.766.67800	5020-XXX-X-X	Yard Hydrant Assembly	EA	3	\$ 1,700.00	\$ 5,100.00	3	\$ 5,100.00
6.1	5.760.67650	6010-108-A-0	Manhole Type SW-401, 48 IN.	EA	5	\$ 2,600.00	\$ 13,000.00	5	\$ 13,000.00
6.2	5.760.67650	6010-108-A-0	Manhole Type SW-401, 60 IN.	EA	2	\$ 4,100.00	\$ 8,200.00	2	\$ 8,200.00
6.3	5.760.67650	6010-108-A-0	Manhole Type SW-401, 72 IN.	EA	2	\$ 5,800.00	\$ 11,600.00	2	\$ 11,600.00
6.4	5.760.67650	6010-108-A-0	Manhole Type SW-401, 84 IN.	EA	1	\$ 7,800.00	\$ 7,800.00	1	\$ 7,800.00
6.5	5.760.67650	6010-108-B-0	Intake Type SW-503	EA	3	\$ 3,500.00	\$ 10,500.00	3	\$ 10,500.00
6.6	5.760.67650	6010-108-B-0	Intake Type SW-505	EA	24	\$ 3,500.00	\$ 84,000.00	24	\$ 84,000.00
6.7	5.760.67650	6010-108-B-0	Intake Type SW-506	EA	11	\$ 6,100.00	\$ 67,100.00	9	\$ 54,900.00
6.8	5.760.67650	6010-108-B-0	Intake Type SW-506 Modified (Full Box)	EA	11	\$ 8,200.00	\$ 90,200.00	13	\$ 106,600.00
6.9	5.760.67650	6010-108-B-0	Intake Type SW-513, 4'x4'	EA	2	\$ 4,700.00	\$ 9,400.00	0	\$ -
6.10	5.760.67650	6010-108-B-0	Intake Type SW-513 MODIFIED, 5'x8'	EA	1	\$ 6,400.00	\$ 6,400.00	1	\$ 6,400.00
6.11	5.768.67670	6010-108-F-0	Manhole Adjustment, Major, Sanitary Sewer	EA	4	\$ 2,100.00	\$ 8,400.00	4	\$ 8,400.00
6.12	5.760.67650	6010-108-G-0	Connection to Existing Intake	EA	1	\$ 2,300.00	\$ 2,300.00	3	\$ 6,900.00
6.13	5.760.67650	6010-108-H-0	Remove Manhole or Intake	EA	4	\$ 580.00	\$ 2,320.00	4	\$ 2,320.00
7.1	5.760.67610	7010-108-A-0	Pavement, PCC, 9 IN.	SY	34581	\$ 63.00	\$ 2,178,603.00	33108.5	\$ 2,085,835.50
7.2	5.760.67610	7010-XXX-X-X	Colored Pavement, PCC, Class C, 9"	SY	1724	\$ 75.00	\$ 129,300.00	481.6	\$ 36,120.00
7.3	5.760.67610	7010-108-G-0	Concrete Median	SY	78	\$ 77.00	\$ 6,006.00	0	\$ -
7.4	5.760.67610	7010-XXX-X-X	Granular Surfacing	TON	343	\$ 30.00	\$ 10,290.00	529.65	\$ 15,889.50
7.5	5.760.67612	7030-108-A-0	Removal of Sidewalk	SY	1058	\$ 8.00	\$ 8,464.00	1058	\$ 8,464.00
7.6	5.760.67610	7030-108-A-0	Removal of Driveway	SY	1201	\$ 8.00	\$ 9,608.00	1201	\$ 9,608.00
7.7	5.760.67612	7030-108-C-0	Shared Use Path, PCC, 5"	SY	5788	\$ 29.95	\$ 173,350.60	2407	\$ 72,089.65
7.8	5.760.67612	7030-108-E-0	Sidewalk, PCC, 5"	SY	2875	\$ 39.95	\$ 114,856.25	1238.6	\$ 49,482.07
7.9	5.760.67612	7030-108-E-0	Sidewalk, PCC, 6"	SY	357	\$ 58.00	\$ 20,706.00	63.5	\$ 3,683.00
7.10	5.760.67612	7030-108-G-0	Detectable Warning	SF	835	\$ 33.00	\$ 27,555.00	192	\$ 6,336.00
7.11	5.760.67610	7030-108-H-1	Driveway, Paved, PCC, 6"	SY	1727	\$ 45.00	\$ 77,715.00	696.4	\$ 31,338.00
7.12	5.760.67610	7040-108-H-0	Pavement Removal	SY	12369	\$ 8.00	\$ 98,952.00	17918.4	\$ 143,347.20
8.1	5.760.67615	8010-108-A-0	Painted Pavement Markings, Durable	STA	107.12	\$ 95.00	\$ 10,176.40	0	\$ -
8.2	5.760.67615	8010-108-A-0	Painted Symbols & Legends, Durable	EA	32	\$ 150.00	\$ 4,800.00	0	\$ -
8.3	5.760.67615	8010-108-A-0	Traffic Control	LS	1	\$ 11,200.00	\$ 11,200.00	0.5	\$ 5,600.00
8.4	5.760.67615	8010-108-A-0	Posts for Signs (Steel)	LF	845	\$ 10.00	\$ 8,450.00	0	\$ -
8.5	5.760.67615	8010-108-A-0	Type A Signs	SF	708	\$ 30.00	\$ 21,240.00	0	\$ -
8.6	5.760.67615	8010-XXX-X-X	Removable Tape Markings	STA	5	\$ 150.00	\$ 750.00	14.44	\$ 2,166.00
8.7	5.760.67615	8010-XXX-X-X	Grooves Cut for Pavement Markings	STA	107.1	\$ 50.00	\$ 5,355.00	0	\$ -
8.8	5.760.67615	8010-XXX-X-X	Grooves Cut for Symbols & Legends	EA	32	\$ 95.00	\$ 3,040.00	0	\$ -
8.9	5.760.67611	8010-XXX-X-X	Conduit, 1.5" HDPE, Trenched, Blue	LF	9780	\$ 3.52	\$ 34,425.60	0	\$ -
8.10	5.760.67611	8010-XXX-X-X	Conduit, 2" HDPE, Trenched, Orange	LF	8386	\$ 4.28	\$ 35,892.08	7949	\$ 34,021.72
8.11	5.760.67611	8010-XXX-X-X	Conduit, 2" HDPE, Trenched, Green	LF	665	\$ 5.11	\$ 3,398.15	0	\$ -
8.12	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenched, Green	LF	16384	\$ 7.47	\$ 122,388.48	0	\$ -
8.13	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenched, Black	LF	6359	\$ 8.17	\$ 51,953.03	5568	\$ 45,490.56
8.14	5.760.67611	8010-XXX-X-X	Conduit, 6" HDPE, Trenched, Black	LF	5644	\$ 14.68	\$ 82,853.92	5026	\$ 73,781.68
8.15	5.760.67611	8010-XXX-X-X	Conduit, 1.5" HDPE, Trenchless, Blue	LF	640	\$ 2.70	\$ 1,728.00	0	\$ -
8.16	5.760.67611	8010-XXX-X-X	Conduit, 2" HDPE, Trenchless, Orange	LF	815	\$ 3.29	\$ 2,681.35	815	\$ 2,681.35
8.17	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenchless, Green	LF	1135	\$ 5.09	\$ 5,777.15	0	\$ -
8.18	5.760.67611	8010-XXX-X-X	Conduit, 4" HDPE, Trenchless, Black	LF	320	\$ 5.09	\$ 1,628.80	320	\$ 1,628.80
8.19	5.760.67611	8010-XXX-X-X	Conduit, 6" HDPE, Trenchless, Black	LF	320	\$ 8.58	\$ 2,745.60	320	\$ 2,745.60
8.20	5.760.67611	8010-XXX-X-X	Joint Utility Trench	LF	5395	\$ 23.36	\$ 126,027.20	7652	\$ 178,750.72
8.21	5.760.67611	8010-XXX-X-X	Handhole, City Utility	EA	9	\$ 1,270.00	\$ 11,430.00	0	\$ -
8.22	5.760.67615	XXXX-XXX-X-X	Maintain Postal Service	EA	10	\$ 400.00	\$ 4,000.00	11	\$ 4,400.00
9.1	5.760.67170	9010-108-B-0	hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type	AC	3.86	\$ 3,485.00	\$ 13,452.10	0	\$ -
9.2	5.760.67170	9010-108-B-0	hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type	AC	6.16	\$ 2,734.00	\$ 16,841.44	0	\$ -
9.3	5.760.67170	9010-108-B-0	hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type	AC	2.69	\$ 3,485.00	\$ 9,374.65	0	\$ -
9.4	5.760.67650	9040-108-A-1	SWPPP Preparation	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
9.5	5.760.67650	9040-108-A-2	SWPPP Management	LS	1	\$ 3,000.00	\$ 3,000.00	0	\$ -

Pay Request 16	
Pay Request 17	
Pay Request 18	
Pay Request 19	
Pay Request 20	

Total Previously Approved	\$ 3,554,694.70
Amount Due This Request	\$ 1,198,321.05
Percent Complete	86.61%
Percent of Contract Period Utilized (in Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)	177.3%

The amount \$1,198,321.05 is recommended for approval for payment in accordance with the terms of the Contract.

t	Item Description	TOTAL AMOUNT TO DATE
5.760.67170	Streetscape	\$ 101,082.50
5.760.67400	Right-of-Way	\$ -
5.760.67610	Streets	\$ 3,093,933.10
5.760.67611	Traffic Signal	\$ 339,100.43
5.760.67612	Sidewalks	\$ 140,054.72
5.760.67615	Traffic Control	\$ 12,166.00
5.760.67616	Utility Relocation	\$ -
5.760.67650	Storm Drainage	\$ 1,170,251.60
5.766.67800	Water Main, Hydrants	\$ 130,231.40
5.768.67670	Sanitary Sewer	\$ 8,400.00

Contractor: Manatt's Inc. Signature: <u><i>Mike Vachon</i></u> Name: <u>Mike Vachon</u> Title: <u>PM</u> Date: <u>10/31/16</u>	Recommended By: HR Green, Inc. Signature: <u><i>Chad Mason</i></u> Name: <u>Chad Mason</u> Title: <u>Project Manager</u> Date: <u>10/31/16</u>	Checked By: City of Johnston Signature: _____ Name: _____ Title: _____ Date: _____
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OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

SUBJECT: Approve PO Keck Oil for the purchase of fuel	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
--	---

SYNOPSIS:

We have contacted Keck Oil to purchase 2000 gallons of diesel fuel (#2 red), 1,000 gallons of diesel fuel (#1), and 5000 gallons of unleaded fuel.

Due to the daily changes in pricing this purchase has already occurred.

Bids were as follows:

Heartland COOP	No Bid
Diamond Oil	No Bid
Keck Oil	\$11,895.72

FISCAL IMPACT

Funds are budgeted. Account numbers for this purchase are 140.5.210.65142 and 010.5.210.65142

RECOMMENDATION:

Approval.

Motion by _____, seconded by _____, to approve PO to Keck Oil for the purchase of fuel.

ROLL CALL VOTE:

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



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

TELEPHONE QUOTATION

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

Date	10/27/2016	Vendor Company Name	Keck Oil	Heartland Co-op	Diamond Oil			
		Vendor Representative Name	244-5646	371-9032	244-4271 ext# 2219			
		Vendor Phone Number	Joel	Aaron	Seth cell# 577-6102			
Item No.	Qty.	Complete Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
	5,000	Gasohol	1.395	\$6,975.00	No Bid	#VALUE!	No Bid	#VALUE!
	2,000	#2 Red Diesel	1.602	\$3,204.00	No Bid	#VALUE!	No Bid	#VALUE!
	1,001	#1 Diesel	1.715	\$1,716.72	No Bid	#VALUE!	No Bid	#VALUE!
				\$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
Total				\$11,895.72		#VALUE!		#VALUE!
Add Freight charge if applicable								
Add Delivery/Completion charge if applicable								
Add Warranty cost if applicable								
Award To	Keck Oil		PO#		Requested By	Brett	Approved By	



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

SUBJECT: Consideration of Resolution No.16-237 A resolution approving change order No. 3 for the NW 60 th Avenue Improvements (phase 4A)	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:

Rognes Corporation has submitted a change order on the NW 60th Avenue Improvements project (phase 4A).

Change order no. 3 is to add the following to the contract:

- Extra work done by contractor that was not included in original plan set.

FISCAL IMPACT

Change order amount \$8,665.49

RECOMMENDATION:

Approval

Motion by _____, seconded by _____, Consideration of Resolution No. 16-237-A Resolution approving Change Order No. 3 for the NW 60th Avenue Improvements (phase 4A).

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

RESOLUTION NO. 16-237

**A RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR THE NW 60TH
AVENUE IMPROVEMENTS PHASE 4A**

WHEREAS, Nathan Whipple, Resident Engineer, 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. 3 is to add extra work done by contractor that was not included in original plan set. This change order will increase the contract amount by \$8,665.49

PASSED AND APPROVED this 7th day of November, 2016.

Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

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

CHANGE ORDER 03



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

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

Contractor: **Rognes Corp.**
720 SW Goodwin Street
Ankeny, IA 50023

Project Title	NW 60th Avenue Improvements (Phase 4A)	
Johnston Project File Number		
Foth Project File Number	15J005-01	
Orig. Contract Amount & Date	\$1,159,402.45	January 28, 2016
Change Order Number	3	
Date	October 17, 2016	

THE CONTRACT IS CHANGED AS FOLLOWS: This change order includes extra work done by Contractor that was not included in original planset.

Item No.	Item Code	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO2.16		Utility Trench Backfill, Sand	TON	\$23.00	42.63	\$980.49
CO4.15		Sanitary Sewer Service, Extension	EA	\$800.00	3	\$2,400.00
CO4.16		Special Pipe Collars for Connections to Intake	EA	\$910.00	2	\$1,820.00
CO5.12		Hydrant & Valve Box Extension, 18 in.	EA	\$915.00	1	\$915.00
CO6.14		Storm Sewer Structure Modification, S-10	EA	\$2,550.00	1	\$2,550.00
						\$8,665.49

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$1,159,402.45
Net Change by previously authorized Change Orders	\$6,492.15
The Contract Sum prior to This Change Order was	\$1,165,894.60
The Contract Sum will be increased by this Change Order in the amount of	\$8,665.49
The new Contract Sum including this Change Order will be	\$1,174,560.09
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: Rognes Corp.	Checked By: City of Johnston
Signature: <i>Nathan Whipple</i>	Signature: <i>Warren Rognes</i>	Signature: _____
Name: Nathan Whipple	Name: Warren Rognes	Name: _____
Title: Construction Administrator	Title: President	Title: _____
Date: <i>10/28/2016</i>	Date: <i>10/28/2016</i>	Date: _____

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



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 12 Rognes Corporation in the amount of \$21,734.33 for work completed as of October 28, 2016 on E of Merle Hay Road NW 60th Ave Improvements project- Phase 4A.</p>	<p>ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 12 in the amount of \$21,734.33 work completed as of October 28, 2016 on the E of Merle Hay Road NW 60th Ave Improvements project – phase 4A.

\$55,263.95 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. 12 is attached.

FISCAL IMPACT

The funds for this payment will come from account 334

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 12

Motion by _____, seconded by _____, Approval of Pay Request No.12 to Rogness Corporation for work completed as of October 28, 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 12

Contractor:

Rognes Corp.
 720 SW Goodwin Street
 Ankeny, IA 50023

Project Title	NW 60TH AVENUE IMPROVEMENTS (PHASE 4A) From Merle Hay Rd to 667 R 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	10/27/2016
Pay Request Number	12		
Date	10/28/2016		
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	

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	2191.00	\$106,811.25
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	9.80	\$2,352.00
8.3	5.760.67615		PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4	\$210.00	\$840.00	4.00	\$840.00

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	1.00	\$3,000.00
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

9.9	5.760.67170	9040-T-2000	INLET PROTECTION, MAINTENANCE	EA	6	\$10.00	\$60.00	6.00	\$60.00	
9.10	5.760.67170	9060-D-1000	WOOD FENCE, REMOVE AND REINSTALL	LF	15	\$90.00	\$1,350.00	30.00	\$2,700.00	
9.11	5.760.67170	9060-E-1000	REMOVAL OF FENCE	LF	35	\$10.00	\$350.00	35.00	\$350.00	
9.12	5.760.67170	9060-F-1000	TEMPORARY CONSTRUCTION FENCE	LF	1,500	\$2.50	\$3,750.00	1500.00	\$3,750.00	
9.13	5.760.67170		TREE PROTECTION	EA	3	\$250.00	\$750.00	0.00	\$0.00	
9.14	5.760.67170	9070-A-1000	MODULAR BLOCK RETAINING WALL - BIORETENTION BASIN	EA	2	\$6,400.00	\$12,800.00	2.00	\$12,800.00	
9.15	5.760.67170		CONCRETE WALL CAP AND LANDSCAPING APRON	EA	2	\$13,000.00	\$26,000.00	2.00	\$26,000.00	
9.16	5.760.67170		ORNAMENTAL METAL RAILING	EA	2	\$3,500.00	\$7,000.00	2.00	\$7,000.00	
CHANGE ORDER #1										
CO4.13	5.760.67650	4020-E-2018	STORM SEWER, ABANDON AND FILL, 18"	LF	33	\$23.00	\$759.00	33.00	\$759.00	
CO4.14	5.760.67650	4020-E-2024	STORM SEWER, ABANDON AND FILL, 24"	LF	131	\$25.00	\$3,275.00	131.00	\$3,275.00	
CHANGE ORDER #2										
CO6.13	5.760.67670	6010-C-1000	SANITARY SEWER DROP CONNECTION, INTERNAL, 6"	EA	1	\$2,458.15	\$2,458.15	1.00	\$2,458.15	
							TOTAL	\$1,165,894.60		\$1,105,279.05

MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
TOTAL			\$0.00

PAY REQUEST SUMMARY

	Total Approved	Total Completed
Contract Price	\$1,159,402.45	\$1,105,279.05
Approved Change Order 1	\$4,034.00	
Approved Change Order 2	\$2,458.15	
Approved Change Order 3	\$0.00	
Revised Contract Price	\$1,165,894.60	\$1,105,279.05
Materials Stored		\$0.00
Retainage 5.0%		\$55,263.95
Total Earned Less Retainage		\$1,050,015.09
Pay Request 1	\$265,605.98	

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	
Pay Request 11	\$11,303.61	

Total Previously Approved		\$1,028,280.76
Amount Due This Request		\$21,734.33
Percent Complete		94.8%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)		118.5%

The amount **\$21,734.33** 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	\$268,126.40
5.760.67612	SIDEWALK	\$60,658.00
5.760.67615	TRAFFIC CONTROL	\$13,192.00
	TRAFFIC SIGNAL	\$0.00
5.760.67170	STREETSCAPE	\$181,963.00
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: <i>Warren Rognes</i>	Signature: <i>Nathan Whipple</i>	Signature:
Name: Warren Rognes	Name: Nathan Whipple	Name:
Title: President	Title: Construction Administrator	Title:
Date: <i>10/28/2016</i>	Date: <i>10/28/2016</i>	Date:



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 2 to Weidner Construction Inc. in the amount of \$5,700.00 for work completed as of September 30, 2016 on the 86th Street Booster Pump Station Improvements.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 2 in the amount of \$5,700.00 work completed as of September 30, 2016 on the 86th Street Booster Pump Station Improvements.

\$697.05 of the value of completed work has been retained so far.

Heath Picken, Project Manager, with HR Green, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract.

A copy of Pay Estimate No. 2 is attached.

FISCAL IMPACT

The funds for this payment will come from account 601

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 2

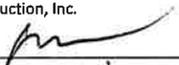
Motion by _____, seconded by _____, Approval of Pay Request No.2 to Weidner Construction Inc. for work completed as of September 30, 2016 on the 86th Street Booster Pump Station Improvements.

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

Total Previously Approved (list each)	Pay Request 1	\$ 7,543.95	
	Pay Request 2		
	Pay Request 3		
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
	Pay Request 11		
	Pay Request 12		
	Pay Request 13		
	Pay Request 14		
	Pay Request 15		
	Pay Request 16		
	Pay Request 17		
	Pay Request 18		
	Pay Request 19		
	Pay Request 20		
Total Previously Approved		\$ 7,543.95	
Amount Due This Request		\$ 5,700.00	
Percent Complete		4.50%	
Percent of Contract Period Utilized (in Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)		40.9%	

The amount \$ 5,700.00 is recommended for approval for payment in accordance with the terms of the Contract.

Fund.Dept.Object	Item Description	TOTAL AMOUNT TO DATE
5.810.67801	Water Main Improvement Projects	\$ 13,941.00

Contractor: Weidner Construction, Inc. Signature:  Name: <u>Robin Weidner</u> Title: <u>Vice President</u> Date: <u>9/30/16</u>	Recommended By: HR Green, Inc. Signature:  Name: <u>Heath Pickens</u> Title: <u>Project Manager</u> Date: <u>10/10/16</u>	Checked By: City of Johnston Signature: _____ Name: _____ Title: _____ Date: _____
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OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

<p>SUBJECT: Approval of Pay Request No. 3 to Weidner Construction Inc. in the amount of \$59,755.00 for work completed as of October 31, 2016 on the 86th Street Booster Pump Station Improvements.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Receive/File</p> <p><input type="checkbox"/> Attorney Review</p>
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SYNOPSIS:

Attached is Pay Request No 3 in the amount of \$59,755.00 work completed as of October 31, 2016 on the 86th Street Booster Pump Station Improvements.

\$3,842.05 of the value of completed work has been retained so far.

Heath Picken, Project Manager, with HR Green, has determined that work has been performed by the contractor in accordance with the approved plans and specifications, the quantities have been checked and he is recommending payment as provided by the projects contract.

A copy of Pay Estimate No. 3 is attached.

FISCAL IMPACT

The funds for this payment will come from account 601

RECOMMENDATION:

Staff is recommending approval of Pay Estimate No. 3

Motion by _____, seconded by _____, Approval of Pay Request No.3 to Weidner Construction Inc. for work completed as of October 31, 2016 on the 86th Street Booster Pump Station Improvements.

ROLL CALL VOTE: **AYE** **NAY** **ABSENT** **ABSTAIN**

Brown	_____	_____	_____	_____
Clabaugh	_____	_____	_____	_____
Cope	_____	_____	_____	_____
Lindeman	_____	_____	_____	_____
Temple	_____	_____	_____	_____

Total Previously Approved (list each)	Pay Request 1	\$ 7,543.95
	Pay Request 2	\$ 5,700.00
	Pay Request 3	
	Pay Request 4	
	Pay Request 5	
	Pay Request 6	
	Pay Request 7	
	Pay Request 8	
	Pay Request 9	
	Pay Request 10	
	Pay Request 11	
	Pay Request 12	
	Pay Request 13	
	Pay Request 14	
	Pay Request 15	
	Pay Request 16	
	Pay Request 17	
	Pay Request 18	
	Pay Request 19	
	Pay Request 20	
Total Previously Approved		\$ 13,243.95
Amount Due This Request		\$ 59,766.00
Percent Complete		24.79%
Percent of Contract Period Utilized (in Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)		49.8%

The amount \$ 59,766.00 is recommended for approval for payment in accordance with the terms of the Contract.

Fund, Dept, Object	Item Description	TOTAL AMOUNT TO DATE
5,810,87801	Water Main Improvement Projects	\$ 76,841.00

Contractor:
Weidner Construction, Inc.
Signature: _____
Name: _____
Title: _____
Date: _____

Recommended By:
HR Green, Inc.
Signature: _____
Name: Heath Picken
Title: Project Manager
Date: 10/31/16

Checked By:
City of Johnston
Signature: _____
Name: _____
Title: _____
Date: _____



ITEM NO. 5u

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

Nov. 7th 2016

<p>SUBJECT: Consider Resolution #16-232 setting dates of a Consultation and a Public Hearing on a proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan in the City of Johnston, state of Iowa.</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 checked="" type="checkbox"/> Attorney Review</p>
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SYNOPSIS

This action amends the Windsor Office Park Urban Renewal Plan to allow for a portion of the salary, benefits and operational expenses of Economic Development Staff to be paid out of Windsor Office Park Urban Renewal Area TIF increment.

The amendment also updates future and ongoing Windsor Office Park TIF funded project cost estimates and debt balances.

This action also establishes a date for staff to consult with the other taxing authorities (including the Johnston Community School District and Polk County). At the consultation the city will discuss the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue of the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area.

No changes to the urban renewal area or area goals are proposed in this amendment.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve resolution #16-232 setting November 16th 10 A.M. as the date and time for the consultation and December 5th at the 7:00 P.M. City Council Meeting as the date for the public hearing.

RESOLUTION NO. 16-232

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 1 TO THE WINDSOR OFFICE PARK URBAN RENEWAL
PLAN IN THE CITY OF JOHNSTON, STATE OF IOWA

WHEREAS, by Resolution No. 02-142, adopted August 19, 2002, 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 Windsor Office Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Windsor Office Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Polk County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

Being a part of Section 10 and 11 described as follows: All of the south $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, and

Being that part of Section 11 consisting of public right-of-way and more specifically described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$ of Section 11,

Thence north along the west section line to the northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$,

Thence east to the easterly right-of-way line of NW 86th Street,

Thence southerly along said right-of-way line, and following its irregularities to the point of curvature of the Windsor Drive right-of-way,

Thence following the curve southeasterly and easterly along said north right-of-way line a distance of 250 feet from the east section line of section 11,

Thence south to the south right-of-way line of Windsor Drive, thence westerly along said right-of-way line to the point of curvature of the NW 86th Street right-of-way,

Thence southwesterly along curve and southerly along the east right-of way line of NW 86th Street to a point on the east-west centerline of section 11,

Thence west to the point of beginning.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which will be placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or confirm the list of proposed projects to be undertaken within the Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 1 to the Urban Renewal Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 16th day of November, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 10:00 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF JOHNSTON, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 1 TO THE WINDSOR OFFICE
PARK URBAN RENEWAL PLAN FOR THE CITY OF
JOHNSTON, STATE OF IOWA

The City of Johnston, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on November 16, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa concerning a proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Johnston, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on December 5, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE WINDSOR
OFFICE PARK URBAN RENEWAL PLAN FOR AN URBAN
RENEWAL AREA IN THE CITY OF JOHNSTON, STATE OF
IOWA

The City Council of the City of Johnston, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 5, 2016 in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, to consider adoption of a proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Johnston, State of Iowa, legally described as follows:

Being a part of Section 10 and 11 described as follows: All of the south $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, and
Being that part of Section 11 consisting of public right-of-way and more specifically described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$ of Section 11,
Thence north along the west section line to the northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$,
Thence east to the easterly right-of-way line of NW 86th Street,
Thence southerly along said right-of-way line, and following its irregularities to the point of curvature of the Windsor Drive right-of-way,
Thence following the curve southeasterly and easterly along said north right-of-way line a distance of 250 feet from the east section line of section 11,
Thence south to the south right-of-way line of Windsor Drive, thence westerly along said right-of-way line to the point of curvature of the NW 86th Street right-of-way,
Thence southwesterly along curve and southerly along the east right-of way line of NW 86th Street to a point on the east-west centerline of section 11,
Thence west to the point of beginning.

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

The City of Johnston, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special

financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add to and/or confirm the list of proposed projects to be undertaken within the Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 to the Windsor Office Park Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of November, 2016.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

Nov. 7th 2016

<p>SUBJECT: Consider Resolution #16-236 setting dates of a Consultation and a Public Hearing on a proposed Amendment No. 8 to the East Central Urban Renewal Plan in the City of Johnston, state of Iowa.</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 checked="" type="checkbox"/> Attorney Review</p>
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SYNOPSIS

This action amends the East Central Urban Renewal Plan (URP) to allow for a portion of the salary, benefits and operational expenses of Economic Development Staff to be paid out of East Central Urban Renewal Area TIF increment.

Additional notable changes to the URP include:

1. Expansion of the Urban Renewal Area to include six parcels immediately east of City Hall.
2. Addition of the City Hall area master planning efforts to the URP project list.
3. Updates to the future and ongoing East Central TIF funded project cost estimates and debt balances.
4. Inclusion of the \$200,000-\$400,000 East Central portion of the TIF rebate for the 2016 Dow-DuPont capital investment and job retention agreement.

This action also establishes a date for staff to consult with the other taxing authorities (including the Johnston Community School District and Polk County). At the consultation the city will discuss the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue of the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve resolution #16-232 setting November 16th 10 A.M. as the date and time for the consultation and December 5th at the 7:00 P.M. City Council Meeting as the date for the public hearing.

RESOLUTION NO. 16-236

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 8 TO THE JOHNSTON EAST CENTRAL TIF URBAN
RENEWAL PLAN IN THE CITY OF JOHNSTON, STATE OF
IOWA

WHEREAS, by Resolution No. 93-121 approved and adopted on September 20, 1993, the City Council has approved and adopted an urban renewal plan for the Area designated as the "Merle Hay Road, NW Beaver Drive and East/West Corridor TIF Urban Renewal Plan, as amended" (the "Urban Renewal Plan"); and

WHEREAS, by Resolution No. 94-116 approved and adopted on October 17, 1994, the City Council approved and adopted an Amendment No. 1 to the Urban Renewal Plan to correct the boundaries of the Urban Renewal Area; and

WHEREAS, by Resolution No. 96-253 approved and adopted on December 16, 1996, the City Council approved and adopted an Amendment No. 2 to the Urban Renewal Plan to add additional parcels of land to the Urban Renewal Area, and change the name of the Urban Renewal Area to the "East Central TIF Urban Renewal Area"; and

WHEREAS, by Resolution No. 01-366 approved and adopted on November 19, 2001, the City Council approved and adopted an Amendment No. 3 to the Urban Renewal Plan to delete parcels of land from the Area; and

WHEREAS, by Resolution No. 10-114 approved and adopted on July 19, 2010, the City Council approved and adopted an Amendment No. 4 to the Urban Renewal Plan to delete parcels of land from the Area; and

WHEREAS, by Resolution No. 12-102 approved and adopted on July 2, 2012, the City Council approved and adopted an Amendment No. 5 to the Urban Renewal Plan to add additional parcels of land to the Area; and

WHEREAS, by Resolution No. 13-27 approved and adopted on February 19, 2013, the City Council approved and adopted an Amendment No. 6 to the Urban Renewal Plan to revise the land added by Amendment No. 5; and

WHEREAS, by Resolution No. 15-42, adopted February 17, 2015, this City Council approved and adopted an Amendment No. 7 to the Urban Renewal Plan to add additional parcels of land to the Area; and

WHEREAS, Resolution No. 15-159 was adopted June 15, 2015 to correct and amend a scrivener's error in the legal description in Amendment No. 7 to the Urban Renewal Plan; and

WHEREAS, the East Central TIF Urban Renewal Area (“Urban Renewal Area” or “Area”) currently includes and consists of:

ORIGINAL AREA

Beginning at a point where the west right-of-way (ROW) line of the vacated Interurban Railroad ROW and the north ROW line of NW 70 Avenue intersect, thence southeasterly along said railroad ROW to the point of intersection with the north corner of Lot 1 Johnston Acres, thence south along a line parallel and 704 feet west of the east section lines of Section 1-79-25 and Section 12-79-25 to a point of intersection with the north line of Lot 8 Otto Acres, thence east to northeast corner east of Lot 8 Otto Acres, thence due south to a point of intersection with south ROW line of NW 61 Avenue, thence east to the northeast corner of Lot 2 Milligan Place, thence south to the southeast corner of Lot 2 Milligan Place, thence east to northeast corner of Lot 19 Prairie View Plat 1, thence due south to a point of intersection with the south ROW line of Winwood Drive, thence northwesterly along said ROW line to a point of intersection with Winwood Drive the west ROW line of Greendale Road, thence southerly along said ROW line to a point of intersection with the south ROW line of Pioneer Parkway, thence east to the northeast corner of Lot 6 Crown Point Plat 1, thence south 680 feet, thence west 490 feet, thence south 566.16 feet, thence west 660 feet, thence south along the Johnston corporate limits to a point of intersection with the north ROW line of I-35/80, thence easterly following the Johnston corporate limits to point of intersection with the west line of Section 17-79-24, thence north along said section line to northwest corner of the southwest 1/4 of the northwest 1/4 of Section 8-79-24, thence east 1,320 feet, thence north 1,320 feet, thence west 1,320 feet, thence due north to a point of intersection with the north ROW line of NW 66 Avenue, thence west to a point of intersection with the east line of Briarcliffe Plat 1, thence due south to north line of Parcel 24-1/947-2 (Johnston Public Works Department), thence west to the NW Corner of said Parcel, thence due south to a point of intersection with the north line of Dewey Keyte Acres, thence east to northeast corner of Lot 1 Dewey Keyte Acres, thence due south to a point of intersection with the north ROW line of NW 62nd Avenue, thence west 500 feet, thence south to north line of the south 1/2 of the north 1/2 of Section 7-24-79, thence west 660 feet, thence south 1,320, thence west 330 feet, thence due south to a point of intersection with the north ROW line of NW 57 Avenue, thence west to a point of intersection with the center line of Section 7-79-24, thence due south along said center line to the north line of Brennan Heights, thence east to northeast corner of Lot 5 Brennan Heights, thence south to a point of intersection with the south ROW line of NW 55 Avenue, thence west to northeast corner of Lot 11 Brennan Heights, thence south to southeast corner of Lot 11 Brennan Heights, thence west along a line parallel and 302 feet North of the South section line of Section 7-79-24 to a point of intersection with the East line of Lot 12 Beaver Farms, thence due north to a point of intersection with the east line of vacated Interurban Railroad ROW, thence northwesterly along said ROW line to a point of intersection with the south ROW line of NW 60 Avenue,

thence east to the northwest corner of Lot 4 Melon Acres, thence north to a point of intersection with the north ROW line of NW 60 Avenue, thence west to the southwest corner of Lot 14 Kevin Place, thence due north to a point of intersection with the south line of Lot 3 East Meadow, thence west 280 feet, thence due north to a point of intersection with the south line of Hyperion Heights Plat 1, thence west to the southeast corner of Lot 33 Hyperion Heights Plat 1, thence north to the northeast corner of Lot 28 Hyperion Heights, thence west to a point of intersection with the east ROW line of Merle Hay Road, thence due north along said ROW line to a point of intersection with the North ROW line of NW 70 Avenue, thence westerly along the north ROW line of NW 70 Avenue to the point of beginning.

and

AMENDMENT NO. 1 AREA

BEGINNING AT A POINT WHERE THE WEST RIGHT-OF-WAY (ROW) LINE OF THE VACATED INTERURBAN RAILROAD ROW AND THE NORTH ROW LINE OF NW 70TH AVENUE INTERSECT, THENCE SOUTHEASTERLY ALONG SAID RAILROAD ROW TO A POINT OF INTERSECTION WITH THE NE CORNER OF PARCEL NO. 241/636, THENCE DUE WEST ALONG A LINE 156 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 1-79-25 TO A POINT OF INTERSECTION WITH THE NW CORNER OF PARCEL NO. 241/634, THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 5 OTTO ACRES, THENCE WEST ALONG SAID NORTH LINE TO THE NW CORNER OF LOT 5 OTTO ACRES, THENCE SOUTH ALONG THE WEST LINE OF LOT 5 OTTO ACRES TO A POINT OF INTERSECTION OF LOT 8 OTTO ACRES, THENCE EAST TO THE NORTHEAST CORNER OF LOT 8 OTTO ACRES, THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH ROW LINE OF NW 61ST AVENUE, THENCE EAST TO THE NORTHEAST CORNER OF LOT 2 MILLIGAN PLACE, THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 2 MILLIGAN PLACE, THENCE EAST TO NORTHEAST CORNER OF LOT 19 PRAIRIE VIEW PLAT 1, THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH ROW LINE OF WINWOOD DRIVE, THENCE NORTHWESTERLY ALONG SAID ROW LINE TO A POINT OF INTERSECTION WITH WINWOOD DRIVE AND THE WEST ROW LINE OF GREENDALE ROAD, THENCE SOUTHERLY ALONG SAID ROW LINE TO A POINT OF INTERSECTION WITH THE SOUTH ROW LINE OF PIONEER PARKWAY, THENCE EAST TO THE NORTHEAST CORNER OF LOT 6 CROWN POINT PLAT 1, THENCE SOUTH 680 FEET, THENCE WEST 490 FEET, THENCE SOUTH 566.16 FEET, THENCE WEST 660 FEET, THENCE SOUTH ALONG THE JOHNSTON CORPORATE LIMITS TO A POINT OF INTERSECTION WITH THE NORTH ROW LINE OF I-35/80, THENCE EASTERLY FOLLOWING

THE JOHNSTON CORPORATE LIMITS TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 17-79-24, THENCE NORTH ALONG SAID SECTION LINE TO NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8-79-24, THENCE EAST 1,320 FEET, THENCE NORTH 1,320 FEET, THENCE WEST 1,320 FEET, THENCE DUE NORTH TO A POINT OF INTERSECTION WITH THE NORTH ROW LINE OF NW 66TH AVENUE, THENCE WEST TO A POINT OF INTERSECTION WITH THE EAST LINE OF BRIARCLIFFE PLAT 1, THENCE DUE SOUTH TO NORTH LINE OF PARCEL 241/947-2 (JOHNSTON PUBLIC WORKS DEPARTMENT), THENCE WEST TO THE NW CORNER OF SAID PARCEL, THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF DEWEY KEYTE ACRES, THENCE EAST TO THE NORTHEAST CORNER OF LOT DEWEY KEYTE ACRES, THENCE SOUTH TO A POINT OF INTERSECTION WITH THE NORTH ROW LINE OF NW 62ND AVENUE, THENCE WEST 500 FEET, THENCE SOUTH TO NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 7-24-79, THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF THE NE 1/4 OF SECTION 7-79-24, THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF BRENNAN HEIGHTS, THENCE EAST TO NORTHEAST CORNER OF LOT 5 BRENNAN HEIGHTS, THENCE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH ROW LINE OF NW 55TH AVENUE, THENCE WEST TO NORTHEAST CORNER OF LOT 11 BRENNAN HEIGHTS, THENCE SOUTH TO THE SE CORNER OF LOT 11 BRENNAN HEIGHTS, THENCE WEST TO THE SW CORNER OF LOT 11 BRENNAN HEIGHTS, THENCE SOUTH TO THE SE CORNER OF LOT 2 BRENNAN HEIGHTS PLAT 2, THENCE WEST ALONG THE SOUTH SECTION LINE OF SECTION 7-79-25 TO A POINT OF INTERSECTION WITH THE SE CORNER OF LOT 12 BEAVER FARMS PLAT, THENCE DUE NORTH TO A POINT OF INTERSECTION WITH THE EAST LINE OF VACATED INTERURBAN RAILROAD ROW, THENCE NORTHWESTERLY ALONG SAID RR ROW LINE TO A POINT OF INTERSECTION WITH THE SOUTH ROW LINE OF NW 60TH AVENUE, THENCE EAST TO THE NW CORNER OF LOT 4 MELON ACRES, THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH ROW LINE OF NW 60TH AVENUE, THENCE WEST TO THE SOUTHWEST CORNER OF LOT 14 KEVIN PLACE, THENCE DUE NORTH TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 3 EAST MEADOW, THENCE DUE NORTH TO A POINT OF INTERSECTION WITH THE NORTH ROW LINE OF NW 63RD PLACE, THENCE WEST ALONG SAID ROW LINE TO THE SE CORNER OF PARCEL NO. 241/677-1, THENCE NORTH TO THE NE CORNER OF SAID PARCEL, THENCE WEST TO THE SE CORNER OF LOT 56 JOHNSTON ACRES PLAT 2, THENCE DUE NORTH TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF HYPERION HEIGHTS PLAT 1, THENCE WEST TO THE SOUTHEAST CORNER OF LOT 33 HYPERION HEIGHTS PLAT 1, THENCE NORTH TO THE NORTHEAST CORNER OF

LOT 28 HYPERION HEIGHTS, THENCE WEST TO A POINT OF INTERSECTION WITH THE EAST ROW LINE OF MERLE HAY ROAD, THENCE DUE NORTH ALONG SAID ROW LINE TO A POINT OF INTERSECTION WITH THE NORTH ROW LINE OF NW 70TH AVENUE, THENCE WESTERLY ALONG THE NORTH ROW LINE OF NW 70TH AVENUE TO THE POINT OF BEGINNING.

and

AMENDMENT NO. 2 AREA

Parcel A is legally described as follows:

Lot 1, Eagle Ridge Estates: Commencing at the southeast corner of Lot 1, Plat of the Estate of J.B. Rittgers, and being the East 1/4 corner of Section 6, Township 79 North, Range 24 West of the Fifth P.M.; thence N00°00'00" E along the east line of said Lot 1 for 50.00 feet to a point on the north right-of-way line for NW 66th Avenue and being the point-of-beginning; thence continuing N00°00'00" E along the east line of said Lot 1 for 378.44 feet; thence N73°20'00" W for 247.71 feet; thence along a 230.00 foot radius curve to the right for a length of 31.12 feet, a chord of 31.09 feet and a chord bearing of S52°16'40" W; thence along a 200.00 foot radius curve to the left for a length of 124.17 feet, a chord of 122.18 feet and a chord bearing S38°22'04" W; thence S20°34'55" W for 245.99 feet; thence along a 50.00 foot radius curve to the left for a length of 82.99 feet, a chord of 73.78 feet and a chord bearing of S26°57'56" E to a point on the northerly right-of-way line of said NW 66th Avenue; thence along said right-of-way line along a 1063.41 foot radius curve to the left for a length of 287.47 feet, a chord of 286.60 feet and a chord bearing of S82°15'27" E; thence N89°59'53" E along the north right-of-way line of said NW 66th Avenue for 106.78 feet to the point of beginning.

Parcel B is legally described as follows:

That part of the NW 66th Avenue and NW Beaver Drive right-of-way in Section 6, Township 79 North, Range 24 West, that lies within the east 850 feet of said section.

and

AMENDMENT NO. 3 AREA

(removed the following area)

Parcels of land located within Section 6, T79N, R24W, Section 1, T79N, R25W, Section 31, T80N, R24W, and Section 36, T80N, R25W, of the 5th P.M., City of Johnston, Polk County, Iowa, more particularly described as follows:

Parcel One: All that area contained within Johnston Commons Plat 1, an official plat in Johnston, Polk County, Iowa and the right-of-way of Merle Hay Road and NW 70th Avenue, contiguous thereto.

Parcel Two: All that area contained within lot 12, Johnston Commons Plat 3, and the right-of-way for Morningside Dr. platted as lot C.

Parcel Three: All that area lying north and east of Johnston Commons Plat 3, lying west of Johnston Commons Plat 1, and including the NW 70th Avenue right-of-way contiguous thereto.

and

AMENDMENT NO. 4 AREA

(removed the following area)

Lots 1-4 Johnston Commons Plat 3, an Official Plat in Johnston, Polk County, Iowa

And

Lot 6, Johnston Commons Plat 2, an Official Plat in Johnston, Polk County, Iowa

And

All that area in Section 1, T79N, R25W, of the 5th P.M., City of Johnston, Polk County, Iowa more accurately described as follows:

Beginning at the Southwest Corner of Lot 1, Johnston Commons Plat 3, an Official Plat in Johnston, Polk County, Iowa, thence Northwesterly along the East Right of Way line of the former Chicago Northwestern Railroad to the Southwest corner of Lot 4 of said Johnston Commons Plat 3; thence West to a point intersecting the West Right of Way line of said former Chicago Northwestern Railroad; thence Southeasterly along the West Right of Way line of the former Chicago Northwestern Railroad to a point formed by the intersection of the West Right of Way line of the Chicago Northwestern Railroad and the Westerly extension of the South line of Lot 1, in said Johnston Commons Plat 3; thence East to the Southwest Corner of Lot 1 the same being the Point of Beginning.

AND

Lots 5-8 Johnston Commons Plat 3, an Official Plat in Johnston, Polk County, Iowa

And

Beginning at the Northwest Corner of Lot 4, Johnston Commons Plat 3, an Official Plat in Johnston, Polk County, Iowa, thence Northwesterly along the East Right of Way line of the former Chicago, Northwestern Railroad to the Southwest corner of Lot 9 of said Johnston Commons Plat 3; thence West to a point intersecting the West Right of Way line of said former Chicago, Northwestern Railroad; thence Southeasterly along said West Right of Way line of said former

Chicago, Northwestern Railroad to a point immediately West of the Southwest Corner of Lot 4 in said Johnston Commons Plat 3; thence East to the Southwest Corner of Lot 4 said point being the Point of Beginning.

AND

All of Beaver Pines an Official Plat, Polk County, Iowa, except for Outlot "X"
And

Lot 70 and Lot "F" Johnston Meadows Plat 2 an Official Plat, Polk County, Iowa
And

Lots "A" and "B" and Lots 48, 60, 61, 62, 63, 39, 40, 41, 42, 43, 44, 45, and 46 of Johnston Meadows Plat 1 an Official Plat , Polk County, Iowa

AMENDMENT NO. 5 AREA
(added the following area)

Beginning at a point where the West Right of Way line of the vacated Interurban Railroad ROW and the North ROW line of NW 70th Avenue intersect, thence West along said North ROW line of NW 70th Avenue to a point where the North ROW line of NW 70th intersects with the extension of the West line of the NE ¼ of Section 2 T79N R25W, thence South along the West line of the NE ¼ of said Section to the NW corner of the S ½ of the SW ¼ of the NE ¼ of Section 2, thence East along the North line of the S ½ of the SW ¼ of the NE ¼ of Section 2, thence continuing East along the North line of the S ½ of the SW ¼ of the NW ¼ of Section 1, thence continuing East along the North line of the S ½ of the SE ¼ of the NW ¼ Section 1 thence continuing East along the North line of the S1/2 of the SE ¼ of the NW ¼ of Section 1 to a point where the described line intersects the West Right of Way line of the vacated Interurban Railroad ROW, thence Northwesterly along said Right of way line to the Point of Beginning.

AMENDMENT NO. 6 AREA

Delete the following property (legal description of Amendment No. 5)

Beginning at a point where the West Right of Way line of the vacated Interurban Railroad ROW and the North ROW line of NW 70th Avenue intersect, thence West along said North ROW line of NW 70th Avenue to a point where the North ROW line of NW 70th intersects with the extension of the West line of the NE ¼ of Section 2 T79N R25W, thence South along the West line of the NE ¼ of said Section to the NW corner of the S ½ of the SW ¼ of the NE ¼ of Section 2, thence East along the North line of the S ½ of the SW ¼ of the NE ¼ of Section 2, thence continuing East along the North line of the S ½ of the SW ¼ of the NW ¼ of Section 1, thence continuing East along the North line of the S ½ of the SE ¼ of the NW ¼ Section 1 thence continuing East along the North line of the S1/2 of the SE ¼ of the NW ¼ of Section 1 to a point where the described line intersects

the West Right of Way line of the vacated Interurban Railroad ROW, thence Northwesterly along said Right of way line to the Point of Beginning.

In addition, delete the following property from the Urban Renewal Area:

Lots 3, 4 & 5 Johnston Commons Plat 2

Insert the following property (legal description of Amendment No. 6):

THE EAST 112.25 ACRES OF THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY IOWA.

AND

THE NORTHWEST FRACTIONAL QUARTER LAYING WEST OF THE WEST RIGHT OF WAY LINE OF THE VACATED INTERURBAN RAILROAD , SECTION 1, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY IOWA.

AND

THE ROAD RIGHT-OF-WAY OF NORTHWEST 70TH AVENUE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY IOWA.

AND

THE ROAD RIGHT-OF-WAY OF NORTHWEST 70TH AVENUE LOCATED WEST OF THE WEST RIGHT OF WAY LINE OF THE VACATED INTERURBAN RAILROAD IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE WEST RIGHT OF WAY LINE OF THE VACATED INTERURBAN RAILROAD ROW AND THE NORTH ROW LINE OF NW 70TH AVENUE INTERSECT, THENCE WEST ALONG SAID NORTH ROW LINE OF NW 70TH AVENUE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 TO THE NORTH LINE OF THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SAID SECTION 2; THENCE WEST ALONG THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SAID SECTION 2; TO THE WEST LINE OF THE EAST 112.25 ACRES OF THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SAID SECTION 2; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 112.25 ACRES OF THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SAID SECTION 2 TO THE

SOUTH LINE OF THE EAST 112.25 ACRES OF THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SAID SECTION 2; THENCE EAST ALONG THE SOUTH LINE OF THE EAST 112.25 ACRES OF THE NORTH FRACTIONAL HALF OF THE NORTH FRACTIONAL HALF OF SAID SECTION 2 TO THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1, TO THE SOUTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1, TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1, TO A POINT WHERE THE DESCRIBED LINE INTERSECTS THE WEST RIGHT OF WAY LINE OF THE VACATED INTERURBAN RAILROAD ROW, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

AMENDMENT NO. 7 AREA

Area removed from the Urban Renewal Area:

The West 1 1/2 Acres of Lot 5, Otto Acres, in the City of Johnston, Iowa, County of Polk, State of Iowa.

Area Added to the Urban Renewal Area:

Lot 1 of the Residences at 62W, being a final Plat of the City of Johnston, Polk County, Iowa, recorded at Book 15574, Page 322 on the 14th day of May, 2015, in the Office of the Polk County Recorder

and

The adjacent right of way of NW 62nd Avenue; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add additional land and update the list of projects to be undertaken within the Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 8 to the Urban Renewal Plan adds land as follows; and

All of Lot 7, East Meadow and adjacent Right of Way along 62nd Ave. and NW 62rd Place, Johnston Iowa.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 16th day of November, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 10:00 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF JOHNSTON, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 8 TO THE JOHNSTON EAST
CENTRAL TIF URBAN RENEWAL PLAN FOR THE CITY OF
JOHNSTON, STATE OF IOWA

The City of Johnston, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on November 16, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa concerning a proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Johnston, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on December 5, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 8 TO THE JOHNSTON
EAST CENTRAL TIF URBAN RENEWAL PLAN FOR AN
URBAN RENEWAL AREA IN THE CITY OF JOHNSTON,
STATE OF IOWA

The City Council of the City of Johnston, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 5, 2016 in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, to consider adoption of a proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Johnston, State of Iowa, which Amendment would add property legally described as follows:

All of Lot 7, East Meadow and adjacent Right of Way along 62nd Ave. and NW 62rd Place, Johnston Iowa.

which land is to be included as part of this amended Urban Renewal Area.

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

The City of Johnston, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. The general scope of the urban renewal activities under consideration in the Amendment is also to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment provides that the Plan may be further amended from time to time.

The proposed Amendment No. 8 would add additional land and update the list of projects to be undertaken within the Area. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 8 to the Johnston East Central TIF Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of November, 2016.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.



ITEM NO. 8w

OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

Nov. 7th 2016

<p>SUBJECT: Consider Resolution #16-231 setting dates of a Consultation and a Public Hearing on a proposed Amendment No. 5 to the NW62nd Ave. Urban Renewal Plan in the City of Johnston, state of Iowa.</p>	<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval <input type="checkbox"/> Receive/File <input checked="" type="checkbox"/> Attorney Review</p>
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SYNOPSIS

This action amends the NW 62nd Ave. Urban Renewal Plan to allow for a portion of the salary, benefits and operational expenses of Economic Development Staff to be paid out of NW 62nd Ave. Urban Renewal Area TIF increment.

The amendment also updates future and ongoing TIF funded projects cost estimates and debt balances.

This action also establishes a date for staff to consult with the other taxing authorities (including the Johnston Community School District and Polk County). At the consultation the city will discuss the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue of the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area.

No changes to the urban renewal area or area goals are proposed in this amendment.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve resolution #16-231 setting November 16th 10 A.M. as the date and time for the consultation and December 5th at the 7:00 P.M. City Council Meeting as the date for the public hearing.

RESOLUTION NO. 16-231

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 5 TO THE NW 62ND AVENUE URBAN RENEWAL PLAN
IN THE CITY OF JOHNSTON, STATE OF IOWA

WHEREAS, by Resolution No. 98-245 adopted November 16, 1998, 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 Avenue Urban Renewal Plan (the "Plan") for the NW 62nd Avenue Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Polk County; and

WHEREAS, by Resolution No. 00-299 adopted December 4, 2000, this Council adopted Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 07-241 adopted December 3, 2007, this Council adopted Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 12-103 adopted July 2, 2012, this Council adopted Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 13-90, adopted June 3, 2013, this City Council approved and adopted an Amendment No. 4 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Being a part of Sections 1, 2, 3, 10, 11 and 12, Township 79 North, Range 25 West of the 5th P.M., City of Johnston, Polk County, Iowa for particularly described as follows:

Commencing as a point of reference at the northeast corner of Section 10; thence south 50 feet; thence west 1324.13 feet to the west of Lot 2, Green Meadows West Plat 7, the Point of Beginning; thence south along said west lot line 747.12 feet to the southwest corner of Lot 2; thence N 89°27'22" E 155.00 feet; thence N 77°26'01" E 510.56 feet; thence N 45°40'47" E 150.00 to the westerly ROW line of Crescent Chase; thence southeasterly along the said southwesterly ROW line 376.48 feet; thence southeasterly along the said southwesterly ROW line 155.23 feet; thence east along the said southerly ROW line 75.6 feet; thence continuing east across NW 86th Street to the southerly ROW line of Crescent Chase east of NW 86th Street being within Section 11; thence along the said south ROW line to the west ROW line of Kings Row; thence continuing along said south and east ROW line to the south ROW line of Foxboro Road; thence continuing northerly

along the east ROW line of Crescent Chase across Foxboro Road and to the southwest corner of Outlot F, Green Meadows West Plat 1; thence S 89°28'29" E 60 feet; thence N 00° 31'31" E 60 feet; thence S 89°28'29" E 760.00 feet; thence S 00°31'31" W 356.95 feet along the west boundary of Outlot G, Green Meadows West Plat 1, to the southwest lot corner, also being the north ROW line of Foxboro Road; thence southeasterly along said north ROW line to the west corner of Lot 64, Green Meadows West Plat 1; thence following the southerly line of Outlot G N 28°05'54" E 109.59 feet; thence N 62°13'36" E 263.61 feet; thence S 89°45'04" E 231.57 feet; thence S 37°29'60" E 248.47 feet to the east boundary of said Plat 1; thence southerly along said east plat boundary S 27°23'54" W 343.26 feet; thence S 00°20'16" W 452.22 feet; thence S 44°28'29" E 420.09 feet to a point on the northwest corner of Outlot W, Green Meadow West Plat 8; thence S 44°28'29" E 182.25 feet; thence along the north line of Outlot W S66°00'00" E 920.00 feet; thence S 44°00'00" E 420.00 feet; thence S 35°57'00" E 174.66 feet; thence S 00°26'42" W to a point on the east-west centerline of Section 11; thence east along the east-west section centerline to the SW corner NW 1/4 Section 12, also being a point on the west boundary of Outlot A, Corporate Campus Plat 3; thence east along the east-west centerline of Section 12 to a point where it intersects with the east line of Outlot A, Corporate Campus Plat 3; thence northerly along said east outlot line to the northwest corner of Lot 4; thence N 03°10'31" W 418.38 feet, also being the north boundary of Lot 1, Corporate Campus Plat 3; thence easterly along said north lot line and its extension until it intersects the east ROW line of Pioneer Parkway; thence northerly along said east ROW line to a point where it intersects with the north boundary of Winwood Plat 4; thence, following the north plat boundary, northeasterly 236.98 feet; thence easterly 340.57 feet; thence north 64.08 feet; thence southeasterly 159.39 feet; thence easterly 494.1 feet; thence northeasterly 160.93 feet; thence north, deviating from the Winwood Plat 4 boundary, to the south ROW line of NW 62nd Avenue also being the northeast corner of Lot 6, Prairie View Plat 1; thence easterly along the said south ROW line to its intersection with a line running parallel and 25 feet west of the west line of Lot 5, Johnston Acres; this point also being on the west boundary of the East Central Tax Increment Financing District which this district abuts; thence northerly, along said parallel line and abutting TIF district to a point 156 feet north of the north ROW line of NW 62nd Avenue, being the northwest corner of parcel 241-476-005; thence easterly along said lots north boundary to its intersection with the west line of the vacated interurban railroad ROW; thence northerly along said west ROW line to its intersection with the east-west centerline Section 1; also being a point where the district departs from the boundary of the East Central Tax Increment Financing District; thence west along the east-west section centerline to the SE 1/4 corner of the NE 1/4 Section 2; thence west along the Section 2 centerline to the west ROW line of NW 86th Street in Section 3; thence south along said west ROW line to a point 1323.31 feet north of the south section line of Section 3; thence S 54°00'00" W 238.26 feet; thence S 30°00'00" W 284.95 feet; thence S 83°00'00" W 226.85 feet; thence S 40°00'00" W 392.39 feet; thence S 87°00'00" W 225.90 feet; thence

S 00°00'22" W to the north ROW line of NW 62nd Avenue; thence west along said north Row line 235.89 feet; thence south to the south Row line of NW 62nd Avenue, being the Point of Beginning.

and

AMENDMENT NO. 1 AREA

Being a part of Sections 1, 2, 3, 10, 11 and 12, Township 79 North, Range 25 West of the 5th P.M., City of Johnston, Polk County, Iowa for particularly described as follows:

Commencing as a point of reference at the northeast corner of Section 10; thence south 50 feet; thence west 1324.13 feet to the west line of Lot 2, Green Meadows West Plat 7, the Point of Beginning; thence south along said west lot line 747.12 feet to the southwest corner of Lot 2; thence N 89°27'22" E 155.00 feet; thence N 77°26'01" E 510.56 feet; thence N 45°40'47" E 150.00 to the westerly ROW line of Crescent Chase; thence southeasterly along the said southwesterly ROW line 376.48 feet; thence southeasterly along the said southwesterly ROW line 155.23 feet; thence east along the said southerly ROW line 75.6 feet; thence continuing east across NW 86th Street to the southerly ROW line of Crescent Chase east of NW 86th Street being within Section 11; thence along the said south ROW line to the west ROW line of Kings Row; thence continuing along said south and east ROW line to the south ROW line of Foxboro Road; thence continuing northerly along the east ROW line of Crescent Chase across Foxboro Road and to the southwest corner of Outlot F, Green Meadows West Plat 1; thence S 89°28'29" E 60 feet; thence N 00° 31'31" E 60 feet; thence S 89°28'29" E 760.00 feet; thence S 00°31'31" W 356.95 feet along the west boundary of Outlot G, Green Meadows West Plat 1, to the southwest lot corner, also being the north ROW line of Foxboro Road; thence southeasterly along said north ROW line to the west corner of Lot 64, Green Meadows West Plat 1; thence following the southerly line of Outlot G N 28°05'54" E 109.59 feet; thence N 62°13'36" E 263.61 feet; thence S 89°45'04" E 231.57 feet; thence S 37°29'60" E 248.47 feet to the east boundary of said Plat 1; thence southerly along said east plat boundary S 27°23'54" W 343.26 feet; thence S 00°20'16" W 452.22 feet; thence S 44°28'29" E 420.09 feet to a point on the northwest corner of Outlot W, Green Meadow West Plat 8; thence S 44°28'29" E 182.25 feet; thence along the north line of Outlot W S66°00'00" E 920.00 feet; thence S 44°00'00" E 420.00 feet; thence S 35°57'00" E 174.66 feet; thence S 00°26'42" W to a point on the east-west centerline of Section 11; thence east along the east-west section centerline to the SW corner NW 1/4 Section 12, also being a point on the west boundary of Outlot A, Corporate Campus Plat 3; thence north along the center section line, also being the west boundary of said Corporate Campus Plat 3, to the northwest corner of said outlot A; thence N 77°36'51" E 751.28 feet to the northwest corner of lot 4, Corporate Campus Plat One; S 22°00'00" E 463.76 feet to the southernmost corner of said lot 4, also being the northwestern corner of lot 1, Corporate Campus Plat 3; thence S

03°10'31" E 418.38 feet, thence S 41°04'22" E 866.86 feet to the southernmost corner of lot 4, Corporate Campus Plat 3, also being the northwesterly corner of lot 2, Corporate Campus Plat Two; thence S 50°00'00" E 148.50 feet to the southwesterly corner of said lot 2, also being the northwesterly corner of lot 3, Corporate Campus Plat One, thence S 50°00'00" E 126.00 feet; thence S 29°00'00" E 350.00 feet; thence S 50°00'00" E 265.00 feet; thence S 34°27'30" E 85.42 feet to the south boundary of Corporate Campus Plat One; thence northeasterly along said plat One boundary to the right-of-way of Pioneer Parkway; thence continuing N 59°32'30" E 120 feet to the northeasterly right-of-way line of Pioneer Parkway; thence following the northeasterly right-of-way line in a northwesterly direction to a point where it intersects with the north boundary of Winwood Plat 4, thence, following the north plat boundary, northeasterly 236.98 feet; thence easterly 340.57 feet; thence north 64.08 feet; thence southeasterly 159.39 feet; thence easterly 494.1 feet; thence northeasterly 160.93 feet; thence north, deviating from the Winwood Plat 4 boundary, to the south ROW line of NW 62nd Avenue also being the northeast corner of Lot 6, Prairie View Plat 1; thence easterly along the said south ROW line to its intersection with a line running parallel and 25 feet west of the west line of Lot 5, Johnston Acres; this point also being on the west boundary of the East Central Tax Increment Financing District which this district abuts; thence northerly, along said parallel line and abutting TIF district to a point 156 feet north of the north ROW line of NW 62nd Avenue, being the northwest corner of parcel 241-476-005; thence easterly along said lots north boundary to its intersection with the west line of the vacated interurban railroad ROW; thence northerly along said west ROW line to its intersection with the east-west centerline Section 1; also being a point where the district departs from the boundary of the East Central Tax Increment Financing District; thence west along the east-west section centerline to the SE 1/4 corner of the NE 1/4 Section 2; thence west along the Section 2 centerline to the west ROW line of NW 86th Street in Section 3; thence south along said west ROW line to a point 1323.31 feet north of the south section line of Section 3; thence S 54°00'00" W 238.26 feet; thence S 30°00'00" W 284.95 feet; thence S 83°00'00" W 226.85 feet; thence S 40°00'00" W 392.39 feet; thence S 87°00'00" W 225.90 feet; thence S 00°00'22" W to the north ROW line of NW 62nd Avenue; thence west along said north ROW line 235.89 feet; thence south to the south ROW line of NW 62nd Avenue, being the Point of Beginning.

and

AMENDMENT NO. 2 AREA

A parcel of land in the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 3, Township 79 North, Range 25, West of the 5th P.M., now included in and forming a part of the City of Johnston, Polk County, Iowa, that is more particularly described as follows:

Commencing as a point of reference at the Southeast corner of said Section 3; thence S90°00'00"W, 1088.25 feet along the South line of said Section to the point of beginning; thence S90°00'00"W, 341.70 feet along said South line to a point; thence N00°00'00"W, 233.80 feet to a point; thence N52°00'00"E, 179.94 feet to a point; thence N00°00'00"W, 204.66 feet to a point; thence N36°42'47"W, 578.14 feet to a point; thence N89°56'18"E, 550.68 feet to a point; thence S00°17'31"W, 1012.04 feet to the point of beginning and containing 7.481 acres more or less.

TO BE KNOWN AS OUTLOT C, NEWPORT RIDGE PLAT 3, AN OFFICIAL PLAT, JOHNSTON, POLK COUNTY, IOWA.

and

AMENDMENT NO. 3 AREA

A PARCEL OF LAND LOCATED LOT 6 IN GREEN MEADOWS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA; AND LOT 1 IN CROWN POINT PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN MOST CORNER OF SAID LOT 6, THENCE NORTH 26° 33' 53" EAST, 850.15 FEET ALONG THE WESTERLY LINE OF SAID LOT 6; THENCE NORTH 55° 32' 30" EAST, 90.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 6; THENCE NORTHEASTERLY A DISTANCE OF 124.29 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 59° 00' 00", A RADIUS OF 120.70 FEET AND A CHORD THAT BEARS NORTH 85° 02' 31" EAST, 118.87 FEET ALONG THE NORTHERLY LINE OF SAID LOT 6; THENCE SOUTH 65° 27' 29" EAST, 210.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 6; THENCE SOUTHEASTERLY A DISTANCE OF 173.29 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A CENTRAL ANGLE OF 55° 00' 00", A RADIUS OF 180.52 FEET AND A CHORD THAT BEARS NORTH 87° 02' 30" EAST, 166.71 FEET ALONG THE NORTHERLY LINE OF SAID LOT 6; THENCE NORTH 59° 32' 30" EAST, 325.80 FEET ALONG THE NORTHERLY LINE OF SAID LOT 6; THENCE SOUTH 29° 00' 00" EAST, 12.85 FEET ALONG THE EASTERLY LINE OF SAID LOT 6; THENCE SOUTHEASTERLY A DISTANCE OF 328.83 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A CENTRAL ANGLE OF 12° 54' 17", A RADIUS OF 1460.00 FEET AND A CHORD THAT BEARS SOUTH 36° 27' 52" EAST, 328.14 FEET ALONG THE EASTERLY LINE OF SAID LOT 6 TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY A DISTANCE OF 591.61

FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A CENTRAL ANGLE OF 23° 13' 01", A RADIUS OF 1460.00 FEET AND A CHORD THAT BEARS SOUTH 53° 30' 47" EAST, 587.57 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1; THENCE SOUTH 24° 52' 42" WEST, 190.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 02° 04' 09" WEST, 300.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 87° 55' 51" EAST, 50.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 02° 04' 09" WEST, 350.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 81° 47' 14" WEST, 473.36 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 70° 19' 21" WEST, 506.77 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 6; THENCE NORTH 63° 26' 06" WEST, 984.99 FEET TO THE POINT OF BEGINNING CONTAINING 42.43 ACRES MORE OR LESS.

less the

AMENDMENT NO. 4 AREA

Area to be deleted:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, AND THE SOUTHEAST QUARTER OF SECTION 3, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW IN AND FORMING A PART OF THE CITY OF JOHNSTON, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 2; THENCE SOUTH 00° 26' 27" WEST, 2588.22 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 TO THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE ; THENCE WESTERLY A DISTANCE OF 146.39 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE SOUTHERLY WITH A CENTRAL ANGLE OF 02° 52' 04", A RADIUS OF 2924.79 FEET AND A CHORD THAT BEARS NORTH 87° 47' 29" WEST, 146.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE NORTH 89° 13' 31" WEST, 150.60 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE TO THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE NORTH 00° 08' 57" EAST, 108.46 FEET ALONG THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE SOUTH 89° 50' 41" EAST, 14.50 FEET ALONG THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE NORTH 00° 09' 19" EAST, 222.71 FEET ALONG THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE NORTH 32° 00' 17" WEST, 30.26 FEET ALONG

THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE NORTH 58° 04' 37" EAST, 29.70 FEET ALONG THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE NORTH 31° 54' 53" WEST, 767.47 FEET ALONG THE EASTERLY LINE OF BEAVER CREEK PLAT 1; THENCE SOUTH 57° 59' 52" WEST, 275.74 FEET; THENCE SOUTH 32° 00' 05" EAST, 64.03 FEET; THENCE SOUTH 58° 02' 10" WEST, 399.20 FEET; THENCE NORTHWESTERLY A DISTANCE OF 42.00 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY WITH A CENTRAL ANGLE OF 05° 12' 31", A RADIUS OF 462.05 FEET AND A CHORD THAT BEARS NORTH 51° 34' 51" WEST, 41.99 FEET; THENCE SOUTH 35° 49' 04" WEST, 31.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 103.47 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY WITH A CENTRAL ANGLE OF 13° 45' 11", A RADIUS OF 431.05 FEET AND A CHORD THAT BEARS NORTH 61° 03' 45" WEST, 103.22 FEET; THENCE NORTH 67° 38' 06" WEST, 35.31 FEET; THENCE SOUTH 58° 05' 02" WEST, 148.11 FEET; THENCE SOUTH 27° 00' 55" WEST, 46.78 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 73.95 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY WITH A CENTRAL ANGLE OF 04° 30' 04", A RADIUS OF 941.30 FEET AND A CHORD THAT BEARS SOUTH 65° 13' 40" EAST, 73.93 FEET; THENCE SOUTH 67° 37' 54" EAST, 51.63 FEET; THENCE EASTERLY A DISTANCE OF 119.87 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE SOUTHERLY WITH A CENTRAL ANGLE OF 26° 14' 53", A RADIUS OF 261.65 FEET AND A CHORD THAT BEARS SOUTH 54° 59' 25" EAST, 118.82 FEET; THENCE SOUTH 41° 31' 14" EAST, 27.18 FEET; THENCE SOUTH 41° 45' 54" EAST, 28.77 FEET; THENCE SOUTH 41° 59' 19" EAST, 31.02 FEET; THENCE SOUTH 42° 03' 22" EAST, 4.67 FEET; THENCE SOUTH 39° 43' 48" EAST, 101.93 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 92.33 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY WITH A CENTRAL ANGLE OF 03° 38' 16", A RADIUS OF 1454.15 FEET AND A CHORD THAT BEARS SOUTH 42° 05' 58" EAST, 92.31 FEET; THENCE SOUTH 41° 45' 42" EAST, 173.89 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 37.23 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY WITH A CENTRAL ANGLE OF 80° 22' 09", A RADIUS OF 26.54 FEET AND A CHORD THAT BEARS SOUTH 78° 26' 58" EAST, 34.25 FEET; THENCE NORTH 57° 59' 55" EAST, 191.79 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 110.83 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY WITH A CENTRAL ANGLE OF 23° 52' 21", A RADIUS OF 266.00 FEET AND A CHORD THAT BEARS SOUTH 14° 50' 37" EAST, 110.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE NORTH 85° 12' 39" WEST, 15.02 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE SOUTHERLY A DISTANCE OF 21.25 FEET ALONG THE ARC OF A NONTANGENT CURVE CONCAVE WESTERLY WITH A CENTRAL

ANGLE OF 21° 10' 28", A RADIUS OF 57.50 FEET AND A CHORD THAT BEARS SOUTH 19° 44' 38" WEST, 21.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE SOUTH 30° 19' 51" WEST, 8.87 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE SOUTHWESTERLY A DISTANCE OF 31.32 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A CENTRAL ANGLE OF 47° 50' 58", A RADIUS OF 37.50 FEET AND A CHORD THAT BEARS SOUTH 54° 15' 20" WEST, 30.42 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE SOUTH 78° 10' 49" WEST, 19.27 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE WESTERLY A DISTANCE OF 35.07 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 02° 03' 20", A RADIUS OF 977.50 FEET AND A CHORD THAT BEARS SOUTH 79° 12' 29" WEST, 35.07 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE SOUTH 77° 14' 23" WEST, 29.68 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE WESTERLY A DISTANCE OF 150.52 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 08° 48' 17", A RADIUS OF 979.50 FEET AND A CHORD THAT BEARS SOUTH 86° 22' 21" WEST, 150.38 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE NORTH 89° 13' 31" WEST, 1500.02 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 62ND AVENUE; THENCE NORTH 86° 59' 56" WEST, 112.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE NORTH 00° 21' 24" EAST, 1678.50 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE NORTH 89° 38' 36" WEST, 35.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE NORTH 00° 21' 24" EAST, 37.02 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE NORTH 00° 21' 24" EAST, 32.98 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE SOUTH 89° 38' 36" EAST, 35.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE NORTH 00° 21' 24" EAST, 456.74 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 86TH STREET; THENCE SOUTH 89° 38' 36" EAST, 100.00 FEET TO THE WEST LINE OF AUGUSTINE, AN OFFICIAL PLAT IN THE CITY OF JOHNSTON; THENCE NORTH 00° 21' 24" EAST, 375.97 FEET ALONG THE WEST LINE OF AUGUSTINE, AN OFFICIAL PLAT IN THE CITY OF JOHNSTON TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89° 11' 14" EAST, 2597.13 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, TO THE POINT OF BEGINNING, CONTAINING 6,228,090 SQUARE FEET OR 142.98 ACRES MORE OR LESS.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment"), a copy of which will be placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to and and/or confirm the list of proposed projects to be undertaken within the Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 5 to the Urban Renewal Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 16th day of November, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, at 10:00 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF JOHNSTON, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 5 TO THE NW 62ND
AVENUE URBAN RENEWAL PLAN FOR THE CITY OF
JOHNSTON, STATE OF IOWA

The City of Johnston, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on November 16, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa concerning a proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for public building(s) and why such options are less feasible than the proposed urban renewal project(s).

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Johnston, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston, State of Iowa

(End of Notice)

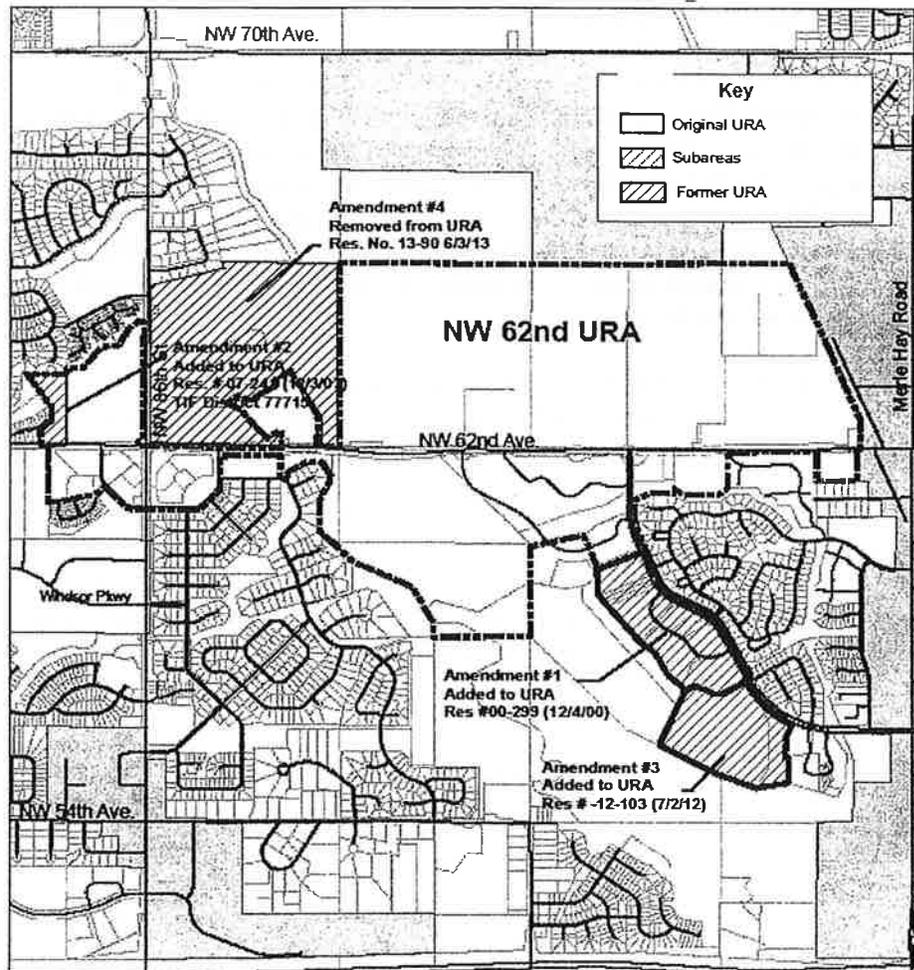
Section 3. That a public hearing shall be held on the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on December 5, 2016, in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 5 TO THE NW 62ND AVENUE
URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN
THE CITY OF JOHNSTON, STATE OF IOWA

The City Council of the City of Johnston, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 5, 2016 in the Council Chambers, City Hall, 6221 Merle Hay Road, Johnston, Iowa, to consider adoption of a proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Johnston, State of Iowa, generally depicted in the following map:



0 600 1,200 2,400 3,600 4,800
Feet

Created by City of Johnston Department of Community Development
6221 Merle Hay Road, P.O. Box 410, Johnston, IA, 50131-0410 (515)275-2344 Fax:(515)278-2033

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

The City of Johnston, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. The general scope of the urban renewal activities under consideration in the Amendment is also to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 5 would add a renewal activity and confirm/update the list of proposed projects to be undertaken within the Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Johnston, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Johnston, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 5 to the NW 62nd Avenue Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of November, 2016.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ITEM NO. 8x



OFFICE OF THE CITY ADMINISTRATOR
Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016

SUBJECT: Consider an amendment to the professional services agreement with Snyder and Associates to provide a third party review of alternatives and issues related to the Southwest Area Road and Traffic Working Group.	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>DM</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
SYNOPSIS: FISCAL IMPACT: RECOMMENDATION:	The Johnston City Council approved Resolution No. 16-133 on June 20, 2016 to form a Working Group to identify and discuss issues related to the construction of a road in the southwest part of Johnston. On September 7, 2016, the City Council entered into an agreement with Snyder and Associates to provide a third party review of alternatives and issues related to the work of the Working Group. This agreement had two phases with only Part 1 being authorized previously. The Working Group has met twice on October 4 th and 18 th . At the meeting on October 18 th , the focus was to develop a list of issues/alternatives that required additional study. Based upon this meeting, Snyder and Associates has prepared the attached amended Scope of Services for Part 2 which would allow for the collection of data, analysis and development of a report which would be presented back to the Working Group upon completion. Hourly rate not to exceed \$43,000. A budget amendment will be required as funds for this study were not budgeted. Approve amended Scope of Services and authorize proceeding with Part 2 of the professional services agreement with Snyder and Associates to provide a third party review of alternatives and issues related to the Southwest Area Road and Traffic Working Group.

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES

To: **Snyder & Associates, Inc.**
2727 SW Snyder Boulevard
Ankeny, Iowa 50023
Phone: 515.964.2020
Fax: 515.964.7938

Attn: Mark Perington

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Johnston	
Project Name: Foxboro Rd / Birchwood Ct Extension Review	
S&A Project Number: 116.0848.01	Date: 11/7/2016

DESCRIPTION OF ADDITIONAL SERVICES:

Additional traffic data collection, analysis, and concept layout services per working group questions and proposals. See attached Exhibit SA-1.

- Lump Sum in the amount of: \$
- Hourly in accordance with the original agreement fee schedule, or attached, with not to exceed budget of: \$ 43,000
- Document attached: Exhibit SA-1 Scope of Services

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional service, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement dated 9/6/2016.

By: _____
(Client Authorized Signature, Title)

(Date)

(S&A Authorized Signature, Title)

(Date)

EXHIBIT SA-1 SCOPE OF SERVICES

CLIENT: CITY OF JOHNSTON
6221 MERLE HAY RD
JOHNSTON, IA 50131

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: FOXBORO RD/BIRCHWOOD CT EXTENSION REVIEW
S&A Project # 116.0848.01

DATE: 11/3/2016

GENERAL:

Per SW Area Road and Traffic Working Group meetings on October 4, and 18, 2016 the group outlined specific questions, issues, and proposed solutions for traffic concerns in the area, and in relation to a proposed connecting roadway between Birchwood Court east of 86th Street to NW 54th. The following supplemental scope of services is in addition to the original scope outlined on 8/23/2016.

SCOPE OF SERVICES Part 2 Issues & Alternatives Analysis:

Data Collection/Field Observation

1. Crash History - Gather five year history of crash records per Iowa DOT SAVER database and per recent (past 6 months) records from Johnston Police Dept or Polk County Sherriff's office for NW 54th, NW 72nd, and Foxboro Rd in the study area east of 86th, north of I-35/80, and south of 62nd Ave.
2. Traffic Counts – Gather typical weekday traffic volume data at two locations on Foxboro Rd, and one location on NW 54th in vicinity of Foxboro Rd, Timber Ridge Driveway through road tube counts. Collect peak hour turning movement counts at the two Timber Ridge school entrances and at up to three locations further defined by coordination with staff and Working Group.
3. Speed Data – Gather typical weekday speed data at two locations on Foxboro Rd, and one location on NW 54th in vicinity of Foxboro Rd, Timber Ridge Driveway.
4. Origin/Destination Study – perform peak hour (AM, school departure PM, PM) license plate survey at north and south ends of Foxboro Rd for purposes of estimating through traffic on street.
5. Employee Trip Survey – assist City with development and coordination of Birchwood Crossing office tenants to seek employee zip code information and to complete basic survey re: current trip routes to/from work place.
6. School Traffic – review arrival and departure traffic flow at Timber Ridge Elementary to document current traffic demand between pedestrians, bicyclists, parent drop off/pickup and bussing activity.

Prior Study Review / Summary

7. Prior Studies – Provide review and additional analysis per working group issues identification on prior traffic impact studies for Birchwood Crossing, the new High School on 100th, and other miscellaneous related studies, data collection reviews.
8. Traffic Performance Measures – Per working group issues identification, outline general performance measures, criteria, and other key outcomes that are used for comparative analysis of traffic performance or criteria in operations decision making.

Analysis

9. Data Analysis – Summarize and outline key findings of the various data collection crash review, traffic counts, speed studies, O/D patterns and employee trip pattern surveys in relation to working group issues.
10. Roadway functional Items - Per working group issues identification, outline key roadway features of design, capacity, intersection alignment, traffic control and how they impact traffic patterns, speed, traffic capacity, crash potential.

Concept Layouts/Proposed Solutions

11. Layouts – Create concept layouts of various roadway alignment/access options on aerial with property boundaries displayed. Utilize prior sketch concepts per developers or prior studies to generate layouts. Layouts to be considered include:
 - a. Prior proposed roadway with alignment at NW 54th to Foxboro intersection
 - b. Prior proposed roadway with alignment at NW 54th west of Foxboro intersection (west of Robbins Property)
 - c. Proposed roadway concept extending east from Birchwood Ct between school and Ice Arena
 - d. Proposed roadway concept extending east from Birchwood Ct between I-35/80 and Ice Arena
 - e. Cul-de-sac loop south from NW 54th between Foxboro intersection and current Timber Ridge Driveway
12. Alternative Comparison – prepare matrix of basic performance measures and issues for plus/minus comparison of proposed solutions and to incorporate items from data collection, prior study review, and analysis for review with working group.
13. Summary Tech Memos/Report – Summarize work in tech memos and overall report for documentation of working group efforts.

RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Continued meeting coordination/facilitation or working group
2. Background study, communication, history documentation
3. Survey request to Birchwood Crossing employers
4. Land use plan items related to preliminary plats, concepts, type of land use
5. Prior roadway concepts for potential new corridors



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 7th day of September, 2016, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
City of Johnston, 6221 Merle Hay Rd, Johnston, IA 50131
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Foxboro Rd/Birchwood Ct Extension Review
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit
City of Johnston (Client)
By: _____
(Authorized agent)

(Printed or typed signature)

Exhibit
Exhibit
SNYDER & ASSOCIATES, INC. (Professional)
By: Mark A. Land
(Authorized agent)
MARK A. Land
(Printed or typed signature)

Route executed copy to: Mark Perington

EXHIBIT A - SCOPE OF SERVICES

CLIENT: CITY OF JOHNSTON
6221 MERLE HAY RD
JOHNSTON, IA 50131

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: FOXBORO RD/BIRCHWOOD CT EXTENSION REVIEW

DATE: 8/23/2016

GENERAL:

Provide assistance to City staff as a third party review of alternatives and issues associated with a potential roadway connection between Birchwood Ct and NW 54th Avenue or NW 72nd Street. Alignment connection may or may not extend from an alignment with the current intersection of Foxboro Rd at NW 54th Avenue.

SCOPE OF SERVICES:

Part 1 – Initial Issue Identification/Working Group

1. Attend coordination meeting with City staff and meeting facilitator to understand background studies, issues, land use plans, development proposals, etc. to plan for Working Group meeting(s) with assembled group of City staff and neighborhood leaders.
2. Review background information as needed to prepare for and attend initial Working Group meeting to be conducted by meeting facilitator, City staff, and elected officials.
3. Per issues identified at initial Working Group meeting develop basic answers/comments to simple questions/issues raised by Working Group for use by City staff. Utilize background information, studies, land use plans as reference.
4. For more complex items provide list of possible data collection efforts, work review tasks, or alternatives analysis to address Working Group identified issues and concerns. Prepare estimate of labor effort/budget to complete work for feedback and reporting for Working Group at follow up meeting(s). Meet with City staff to review both items for planning additional work efforts.

Part 2- Issues & Alternatives Analysis (to be further defined)

5. Complete Analysis tasks as directed by City Staff and per Part 1 identification.
6. May incorporate the following:
 - a. detailed review of historic planning and studies,
 - b. field data collection,
 - c. alternatives analysis,
 - d. concept layouts on aerial mapping,
 - e. budget level cost opinions,
 - f. technical memorandum(s),
 - g. and further meeting participation with City staff, Working Group, and/or City Council

PROJECT FEE AND SCHEDULE:

PROFESSIONAL will complete the above services for an hourly rate plus direct expenses as indicated below. Hourly rate services will be based on the attached standard fee schedule.

- Part 1 hourly + expenses (assumed budget approximately \$3,000 - 5,000)
- Part 2 To be further defined and determined if necessary through Supplemental and notice to proceed by City staff

The PROFESSIONAL will begin work upon notice to proceed and complete the work upon a mutually agreed upon schedule. It is assumed that the CLIENT will direct the work in Part 1 in September and October 2016. Part 2 schedule to be determined.

ADDITIONAL SERVICES:

If CLIENT should request additional services related to the above-listed services or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Meeting coordination/facilitation
2. Background study, communication, history documentation

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

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist, Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal	\$190.00 /hour
Principal	\$179.00 /hour
Senior	\$161.00 /hour
VIII	\$148.00 /hour
VII	\$141.00 /hour
VI	\$136.00 /hour
V	\$127.00 /hour
IV	\$115.00 /hour
III	\$107.00 /hour
II	\$97.00 /hour
I	\$83.00 /hour
Technical	
<i>Technicians—CADD, Survey, Construction Observation</i>	
Lead	\$113.00 /hour
Senior	\$109.00 /hour
VIII	\$102.00 /hour
VII	\$94.00 /hour
VI	\$83.00 /hour
V	\$73.00 /hour
IV	\$69.00 /hour
III	\$58.00 /hour
II	\$50.00 /hour
I	\$44.00 /hour
Administrative	
II	\$58.00 /hour
I	\$47.00 /hour
Reimbursables	
Mileage	current IRS standard rate
Outside Services	As Invoiced

City of Johnston
Year to Date Building Permit Report
October 2016

841

	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	9	\$ 2,834,000	4	\$ 1,131,000	19	\$ 6,212,000	89	\$ 20,190,026	117	\$ 33,679,000	30	\$ 9,931,001	66	\$ 19,037,000
Townhome	0	\$ -	0	\$ -	0	\$ -	0	\$ -	35	\$ 6,615,000	0	\$ -	7	\$ 1,587,000
Duplex	0	\$ -	4	\$ 841,000	0	\$ -	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	9	\$ 2,834,000	4	\$ 1,972,000	19	\$ 6,212,000	108	\$ 28,091,026	167	\$ 87,864,000	34	\$ 10,772,001	84	\$ 61,824,000
Commercial	1	\$ 950,000	0	\$ -	0	\$ -	4	\$ 5,083,805	8	\$ 36,582,984	2	\$ 1,816,524	6	\$ 36,282,984
Industrial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Commercial	1	\$ 950,000	0	\$ -	0	\$ -	4	\$ 5,083,805	8	\$ 36,582,984	2	\$ 1,816,524	6	\$ 36,282,984
Res. Garages & Accessory Bldgs.	6	\$ 78,000	7	\$ 47,000	6	\$ 252,000	43	\$ 323,003	28	\$ 1,110,520	20	\$ 201,500	17	\$ 712,520
Commercial Garages & Accessory Buildings	0	\$ -	0	\$ -	0	\$ -	2	\$ 2	1	\$ 181,000	0	\$ -	1	\$ 181,000
Relocation & Demolition	3	\$ -	1	\$ -	0	\$ -	6	\$ -	5	\$ -	4	\$ -	3	\$ -
Swimming Pools	0	\$ -	1	\$ 159,000	1	\$ 30,000	9	\$ 404,001	15	\$ 249,000	4	\$ 279,000	4	\$ 59,000
Fences	3	\$ -	11	\$ -	7	\$ -	90	\$ 18	76	\$ -	36	\$ -	24	\$ -
Signs	6	\$ -	3	\$ -	4	\$ -	28	\$ 2	33	\$ -	11	\$ -	11	\$ -
Government	0	\$ -	1	\$ 8,100,000	0	\$ -	1	\$ 8,100,000	0	\$ -	1	\$ 8,100,000	0	\$ -
ADDITIONS & ALTERATIONS														
Dwellings	13	\$ 217,003	23	\$ 344,500	10	\$ 55,000	160	\$ 2,548,314	99	\$ 1,671,640	66	\$ 958,505	42	\$ 695,640
Commercial	2	\$ 24,000	2	\$ 860,000	5	\$ 391,700	16	\$ 3,776,500	22	\$ 8,063,663	9	\$ 2,556,000	16	\$ 6,491,663
Industrial	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Other	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Grand Total	43	\$ 4,103,003	57	\$ 11,482,500	52	\$ 6,940,700	467	\$ 48,326,671	454	\$ 135,722,807	187	\$ 24,683,530	208	\$ 106,246,807



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa

AGENDA COMMUNICATION

November 7, 2016

SUBJECT: Consider Resolution #16-228 establishing deer management zones on private property for the 2016/17 urban bow hunt program

ACTION REQUIRED:

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

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 latest 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

be hunted during the 2016/17 season

In order for hunters to be eligible to hunt they must pass an archery proficiency test with the weapon they will hunt with, a bow hunting safety education course and purchase a license from the Iowa Department of Natural Resources. Hunters must also obtain permission from the property owner before they hunt. This year the hunt is scheduled from September 17, 2016 through January 29, 2017.

This action approves two private properties to be allowed to be hunted. On the smaller parcels the adjoining property owners are requested to sign a form indicating that they have been notified of possible hunting on the property. All adjoining property owners were sent notice of the city council meeting in the event they would like to address the council regarding the hunting program.

Attached are maps and supporting documents for the requests. Resolution 16-228 approves hunting on the following properties:

1. Attari property, 7090 Coburn Lane
2. Sokol property, 7040 NW Beaver Drive

FISCAL IMPACT:

Staff's time to issue the permits, monitor the program and verify the deer taken.

RECOMMENDATION:

Approve Resolution #16-228.

RESOLUTION NO. 16-228

A RESOLUTION ESTABLISHING A PRIVATE PROPERTY 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 it meets the criteria for the hunt, now therefore,

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

Resolution No. 16-228 is adopted designating a 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 are:

1. Attari property, 7090 Coburn Lane
2. Sokol property, 7040 NW Beaver Drive

CITY OF JOHNSTON

Property owner request to have their property included in the Urban Bow
Hunting program

August ~~2013~~ 2014

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: Susan Ottasi

Street Address: 7090 Coburn Lane

Daytime Phone: 276-5934 Evening/Weekend Phone: _____

E-mail address: ska 0317@aol.com

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:

see plat included

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 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 1/2 hour before sunrise and 1/2 hour after sundown. Are there any additional restrictions regarding the times and/or days that will be placed on hunters that hunt your property?

No

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: Susan Ottari

Date: ~~8-8-14~~
9-2-14

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.

SUSAN ATTARI (property owners name) has requested that their property located at 7090 COBURN LANE (address) be included in the Polk County Urban Bow Hunting program. The reason for the request is TOO MANY DEER, PROPERTY DAMAGE, VEHICLE ACCIDENTS, SANITARY ISSUES.

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 - _____

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
PATRICIA THIELKING	7097 COBURN LANE JOHNSTON IA 50131		Went to get
MARCO AND BRADLEY HALL	6940 NW TOWER RIDGE JOHNSTON IA 50131	<i>Marc Hall</i>	refused to sign don't approve

Name (print)	Address	Signature	Support and/or concerns regarding the proposed hunt
STEVEN AND BARBARA ZORN	6791 NW BEAVER DR. JOHNSTON, IA 50131	<i>John Zorn</i>	Support
ROBERT MARLEN	7080 CUBURN LANE JOHNSTON, IA 50131	<i>Bob Marlen</i>	DO NOT SUPPORT

Additional Johnston Hunting Requirements

- Hunters must be at least 18 years old
- All shots must be taken from an elevated stand at least six feet in height and shots must not be longer than 25 yards
- Hunters must position themselves so all shots are taken in the opposite direction of a street, road, home, building, recreation trail or bicycle path
- Not shoot an arrow within 300 feet of the property line of a school or a day care licensed and/or registered in the state of Iowa
- Not take shots within 100 feet (33.3 yards) of any recreational trail, bicycle path, street or road
- Not take shots within 200 feet (66.6 yards) of a home or building except when a property owner waives the distance requirement in a written statement filed with the city
- Recover and remove all deer carcasses shot
- Report all deer taken to the Johnston Police Department and the Iowa Department of Natural Resources

7090 Coburn Lane



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: David Sokol

Street Address: 7040 NW Beaver Drive

Daytime Phone: _____ Evening/Weekend Phone: 515 554 9790

E-mail address: dsm.homedoc@gmail.com

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 X. 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 X. 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 X. 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?

no

Adjoining property owners may request to have their properties included in the bow hunting program. Do you support hunting on adjoining properties?

Yes X, 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 X.

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: Aug - 1 2016

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.

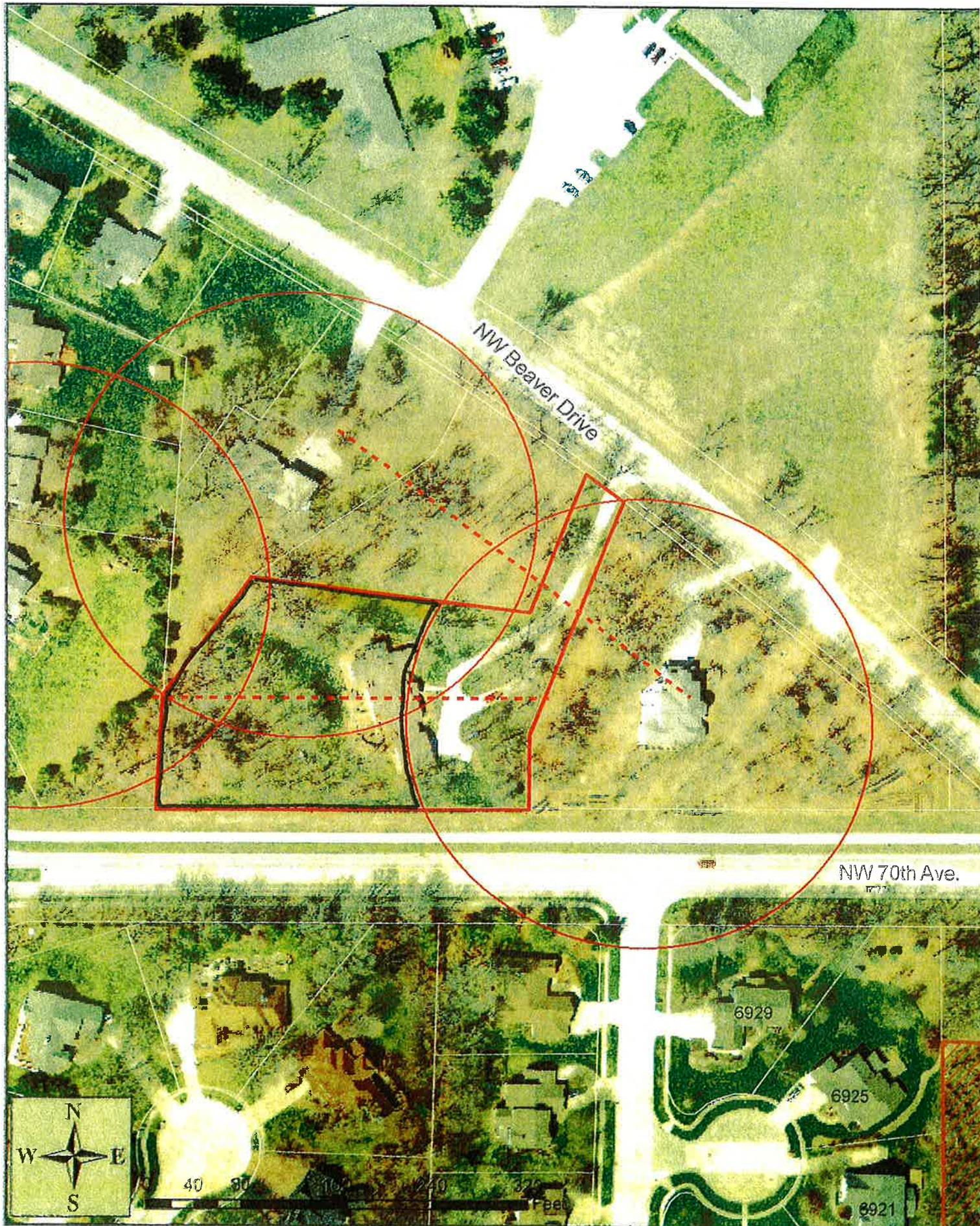
DAVID SOKOL (property owners name) has requested that their property located at 7040 NEW BEAVER (address) be included in the Polk County Urban Bow Hunting program. The reason for the request is TOO MANY DEER, PROPERTY DAMAGE, VEHICLE ACCIDENTS, SANITARY ISSUES

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
RAVI MENZELI	7030 NEW BEAVER DR. JOHNSTON IA 50131		Support
JEFFREY CRISTON	7020 HIGH POINT CIR. JOHNSTON IA 50131		Support

SOKOL PROPERTY
7040 NW BEAVER DR





OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION

November 7th, 2016 Meeting

SUBJECT: Consider approval Resolution 16-229; approving an Agreement to Complete Improvements for the Wilkie Place subdivision.

ACTION REQUIRED:

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

SYNOPSIS:

Capitol City Development LLC has submitted a replacement plan prepared by Cooper Crawford & Associates LLC for the replacement of 318 Caliper-inches of trees on the Wilkie Place subdivision. Staff has prepared an Agreement to Complete Improvements which includes this plan as part of the agreement. This agreement and the associated landscaping plan is intended to begin the process of rectifying the unauthorized removal of trees that occurred on the site earlier this year.

RECOMMENDATION:

Staff recommends approval of Resolution 16-229; approving the Agreement to Complete Improvements for the Wilkie Place Subdivision.

Motion by _____, seconded by _____ to approve resolution 16-229; approving an Agreement to Complete Improvements for the Wilkie Place Subdivision.

- Attachments:**
- Agreement to Complete Improvements
 - Landscaping Plan, prepared by Cooper Crawford & Associates, LLC, dated October 13, 2016
 - Template "Satisfaction of the Agreement to Complete Improvements"
 - Postcard Notice
 - Mailing List

RESOLUTION 16-229

A RESOLUTION APPROVING AN AGREEMENT TO COMPLETE IMPROVEMENTS ON THE WILKIE PLACE SUBDIVISION

WHEREAS, the preliminary plat for the Wilkie Place subdivision was approved with a condition that a replacement plan for remediation of the unauthorized tree removal along the north property line shall be approved by the City Council prior to approval of a final plat for any part of the preliminary plat; and,

WHEREAS, a replacement plan has been submitted for consideration; 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 Agreement to Complete Improvements on the Wilkie Place Subdivision, attached hereto, is approved and the Mayor is authorized to sign the same on the City's behalf.

PASSED AND APPROVED this 7th day of November, 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	___	___	___	___

PROPERTY OWNER:	Capital City Development, LLC 2936 104 th Street Urbandale, IA 50322
APPLICANT:	Capital City Development, LLC ATTN: Timothy Schutte 2936 104 th Street Urbandale, IA 50322
REPRESENTATIVE:	Cooper Crawford & Associates, LLC 435 S 50 th Street, Suite 800 West Des Moines, IA 50265
BACKGROUND & PRIOR APPROVALS:	The subject property is legally described as Lot 5 Rittger's Acres. Said property is included on the Rittger's Acres Plat which was recorded on June 21, 1938, pre-dating incorporation of the City of Johnston. A preliminary plat was approved for the property on April 18 th , 2016. Construction plans were approved for the site on June 20 th , 2016. On August 3 rd , 2016 a violation of the City's Erosion and Sediment Control Ordinance occurred with unauthorized removal of trees along the north property boundary of the site. Following this violation an amended Preliminary Plat was approved by the City Council on September 19 th , 2016 to allow for additional tree removal. Resolution 16-186; a resolution approving the amended preliminary plat for Wilkie Place included a condition that a replacement plan for the trees that were illegally removed must be approved by the City Council prior to a final plat being approved for any portion of the subdivision.
REPLACEMENT PLAN:	<p>Capitol City Development LLC has submitted a landscaping plan prepared by Cooper Crawford & Associates LLC for the replacement of 318 Caliper-inches of trees on the Wilkie Place subdivision. Staff has prepared an Agreement to Complete Improvements which includes this plan as part of the agreement. This agreement has been executed by Capitol City Development and is the item up for approval.</p> <p>In recognition that individual property owners may wish to vary the species of the replacement trees on their property from that shown on the plan, the Agreement to Complete Improvements includes a provision for a property to plant a different species tree than what is shown on the individual lot. The total caliper inch shown on each lot shall prevail and still be required to be met. The species of trees that may be planted to fulfill the replacement tree requirement shall be from those included on the replacement plan. This provision is intended to allow some flexibility for individual property owners while still insuring that the total 318 caliper inch replacements for the subdivision is met.</p>

Implementation of this replacement plan would occur as the subdivision develops. The trees on the perimeter of the subdivision and within any rear yard would need to be installed prior to City Council acceptance of the public improvements for the subdivision. The applicant has purchased the trees shown on the plan and intends to stockpile the trees for the front yards on Outlot 'X' and/or 'Z'. As each lot is completed the homebuilder would be responsible for transferring the required trees to their final location. The trees will be balled and burlapped so as to avoid the need to spade trees multiple times. A certificate of occupancy for a home would not be granted until the City Council approves a "Satisfaction of the Agreement to Complete Improvements" for the lot.

The agreement would require that so long as there remains incomplete landscaping within the subdivision, Capitol City Development LLC or their respective successor(s) or assign(s) would be required to maintain an irrevocable letter of credit or performance bond for all outstanding landscaping. The intent of this provision is to insure that the landscaping is carried out as depicted and that the front yard trees are not left on the Outlot 'X' and/or 'Z'.

The Agreement to Complete Improvements includes a stipulation that a "Satisfaction of the Agreement to Complete Improvements" must include a provision that the property owner maintain all replacement trees for a period of ten (10) years following approval of the "Satisfaction of the Agreement to Complete Improvements". The intent of this provision is to insure that trees have sufficient time to mature and form a strong tree canopy in the area while recognizing that single-family homes elsewhere in the City are not required to keep their trees in perpetuity.

Staff does have concerns about species variety shown on the proposed landscaping plan. There currently are only 4 tree species shown on the landscaping plan (Maple, Birch, Oak, and Pear). Though this is a typical development landscaping plan and the trees are aesthetically pleasing trees, the potential for disease destroying a large portion of the urban forest is increased. The risk is that diseases in Maple trees are already occurring in Illinois and the large number of Maple trees shown (~46%). Staff would ideally like to see 6 to 8 species of tree so as to avoid the possibility of a disease destroying so much of the urban forest in the area. A general rule of thumb is that no species should make up more than 15% - 20% of the total tree cover (10% is preferred).

With staff's concern stated, staff would acknowledge that the plan would accomplish the replacement requirements as stipulated by City Ordinance and as such staff would recommend approving Resolution 16-229.

NEIGHBOR NOTICE: A notice for the meeting regarding this item was mailed to all adjacent

property owners and those nearby on NW 64th Place and NW 51st Street. A copy of this notice and the associated mailing list is attached. As of publication of this report no public comments have been received.

AGREEMENT TO COMPLETE IMPROVEMENTS

This Development Agreement to Complete Improvements made this 7th Day of November, 2016 by and between Capitol City Development, LLC (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 owns property within the City of Johnston, Iowa described as follows:

Lots 5 Rittgers Acres, an Official Plat, Johnston, Polk County, Iowa

(hereinafter referred to as the "OWNER'S PROPERTY"); and,

WHEREAS, OWNER desires to subdivide OWNER'S PROPERTY into 27 lots, three outlots, and three street lots; and,

WHEREAS, at the time of Preliminary Plat approval OWNER'S PROPERTY contained certain trees located near or along the north property line; and,

WHEREAS, the City approved the Preliminary Plat for Wilkie Place with three trees of 6" caliper diameter allowed to be removed along the north property line; and,

WHEREAS, the approved Preliminary Plat for Wilkie Place noted that "all other trees 6" or larger to remain"; and,

WHEREAS, Section 145.24.1 states "all trees and shrubs that are included on an approved site plan or plat and required for compliance with chapter must be maintained. Material that has died or been removed shall be replaced as originally required, within the same growing season"; and,

WHEREAS, unauthorized removal of 23 trees 6" or larger, for a total of 257 caliper inches, occurred on OWNER'S PROPERTY in violation of the City of Johnston's Erosion and Sediment Control Ordinance Section 145.24.1; and,

WHEREAS, the City has determined that if replacement of the removed trees with trees of equal size, quality, and caliper is not possible then the OWNER shall be required to replace 318 caliper inches; and,

WHEREAS, the parties agree that the City has the right to require this Agreement to Complete Improvements under the provisions of the Code of Ordinances of the City of Johnston, Iowa, 2007 Section 145.24 and under the provisions of the Code of Ordinances of the City of Johnston, Iowa, 2007 Section 151.10; and,

WHEREAS, pursuant to the authority granted to the City of Johnston by Section 145.24 of the Code of Ordinances of the City of Johnston, Iowa, 2007 and Section 151.10 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. **AGREEMENT TO PLANT NEW TREES.**

- A. The Landscaping Plan prepared by, Cooper Crawford & Associates LLC, dated October 13, 2016, attached hereto and made a part of this agreement, is approved as the plan for the location and species of trees to be planted on OWNER'S PROPERTY.
- B. The species of tree on each lot may vary so long as the total caliper inch shown on each lot is met and that the species of tree provided is a species of tree identified on the Landscaping Plan.
- C. Trees to be planted within the front yard of any lot are to be maintained in a tree nursery contained on Outlots 'X' and/or 'Z' within the Wilkie Place subdivision until such time as they are transplanted to their final location within the front yard of each individual lot.
- D. Any tree along the perimeter of the Wilkie Place subdivision or within the rear yards of any lot are to be installed prior to acceptance of the Public Improvements for the Wilkie Place subdivision.
- E. Prior to acceptance of the Public Improvements for the Wilkie Place subdivision the City shall inspect that the size, species, and location of each tree planted along the perimeter of OWNER'S PROPERTY is in accordance with the Landscaping Plan and that the balance of trees for the front yards of the 27 lots are on Outlots 'X' and/or 'Z'.
- F. Prior to a certificate of occupancy being issued for a structure on a lot within the subdivision, the City shall inspect that all required landscaping shown for the subject lot on the Landscaping Plan has been installed on the subject lot and the City Council shall approve a "Satisfaction of the Agreement to Complete Improvements" for the subject lot requesting the certificate of occupancy. A template for this agreement is attached to this agreement as Exhibit "A".
- G. OWNER or OWNER'S Respective Successors or Assigns shall provide to the City an irrevocable letter of credit or performance bond for the amount of remaining replacement landscaping not yet installed in the final location shown on the Landscaping Plan. Should an irrevocable letter of credit or performance bond expire prior to completion of landscaping a new

irrevocable letter of credit or performance bond shall be provided to the City prior to any new building permit being issued for any structure within the Wilkie Place subdivision.

2. **AGREEMENT TO MAINTAIN TREES.**

- A. OWNER or OWNER'S Respective Successors or Assigns shall be responsible for the health of the trees contained in the tree nursery on Outlots 'X' and/or 'Z' until such a time as they are transplanted to their final locations as shown on the Landscaping Plan.
- B. Any "Satisfaction of the Agreement to Complete Improvements" shall stipulate that those trees identified as replacement trees on the Landscaping Plan shall be maintained for a period of ten (10) years following approval of a "Satisfaction of the Agreement to Complete Improvements".
- C. Any replacement tree shown on the Landscaping Plan that is removed, becomes significantly damaged, or dies prior to approval of a "Satisfaction of the Agreement to Complete Improvements" or prior to fulfillment of all conditions of a "Satisfaction of the Agreement to Complete Improvements" shall be replaced within the same growing season.
- D. Failure to replace any removed, significantly damaged, or dead replacement tree shown on the Landscaping Plan may result in a municipal infraction being issued upon the property owner of the lot in violation.

3. **AMENDMENTS.** No amendments or variations of the terms of this Agreement shall be valid or binding unless made in writing and executed by duly authorized representatives of each party to be bound thereto.

4. **BINDING EFFECT.** This Agreement is to be deemed perpetual and 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: _____

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

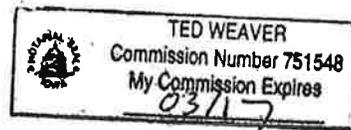
Capitol City Development, LLC

 Managing Member (Signature and Title)

BY: Timothy Schutte Manager (Print Name and Title)

On this 1 day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy Schutte (Print Name) to me personally known, who, being by me duly sworn, did say that he/she is the manager (Title) of Capitol City Development, LLC 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 limited liability company.


Notary Public, In and For the State of Iowa



LIENHOLDER'S NAME:

_____ (Signature and Title)

BY: _____ (Print Name and Title)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ (Print Name) to me personally known, who, being by me duly sworn, did say that he/she is the _____ (Title) of _____ (Lienholder's Name) 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 limited liability company/corporation.

Notary Public, In and For the State of Iowa

LANDSCAPE PLAN WILKIE PLACE

LANDSCAPING NOTES

1. ALL PROPOSED LANDSCAPING SHALL BE MAINTAINED OR REPLACED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
2. ALL SITEWORK, SOODING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH 2004 SUDAS AND THE CITY OF JOHNSON SUPPLEMENTARY SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1990).
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
5. THE CONTRACTOR SHALL REMOVE THE TREE STAKES ONE YEAR AFTER INSTALLATION.
6. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
7. ALL TREES, SHRUBS, BEDS AND GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3-INCHES SHREDDED BARK MULCH.
8. ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT.
9. THE CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
10. ALL DECIDUOUS TREES SHALL BE PLANTED AT LEAST 5 FEET FROM R.O.M. AND CONIFEROUS TREES AT LEAST 10 FEET FROM R.O.M.
11. THIS SITE SHALL BE MAINTAINED IN COMPLIANCE WITH ANY CITY CODE APPLICABLE ON THE DATE OF SITE PLAN APPROVAL.
12. ANY AMENDMENTS OR CHANGES TO THE PROJECT SITE THAT DO NOT MEET WHAT IS SHOWN ON THE SITE PLAN NEED TO BE APPROVED WITH THE PERMIT AND DEVELOPMENT CENTER PRIOR TO INSTALLATION / CONSTRUCTION.
13. ALL DISTURBED SITE AREA SHALL BE RESTORED BY SEEDING, SOODING, OR OTHER APPROVED MEANS OF GROUND COVER. SEED MIX TO BE IN COMPLIANCE WITH THE 2004 SUDAS AND CITY OF JOHNSON SUPPLEMENTAL SPECIFICATIONS.

PLANT SCHEDULE

Qty	Plant Name	Cal.	Total Cal.
21	Single Stem Birch	3"	63"
10	Red Maple	2"	20"
4	Red Maple	3"	12"
16	Autumn Blaze Maple	3"	48"
11	Autumn Blaze Maple	5"	55"
5	October Glory Maple	3"	15"
15	Swamp White Oak	2"	30"
15	Aristocrat Pear	4"	60"
Total			314"

Note:
The (2) trees in the front yard of each single family lot shall be stockpiled in the arctic and planted after home construction is completed on each single family lot.

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - ST" STORM SEWER # SIZE
 - SAN" SANITARY SEWER # SIZE
 - W" WATER MAIN # SIZE
 - Storm Intake
 - Fire Hydrant
 - Valve
 - F.E.S.
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - O.L. OUTLOT

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

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

DATE: 10-17-2018 REVISIONS
JOB NUMBER
CC
1823

APPROVED: [Signature] INITIALS: [Signature]
SCALE: 1"=50'
LANDSCAPE PLAN
WILKIE PLACE

SHEET
1 OF 1

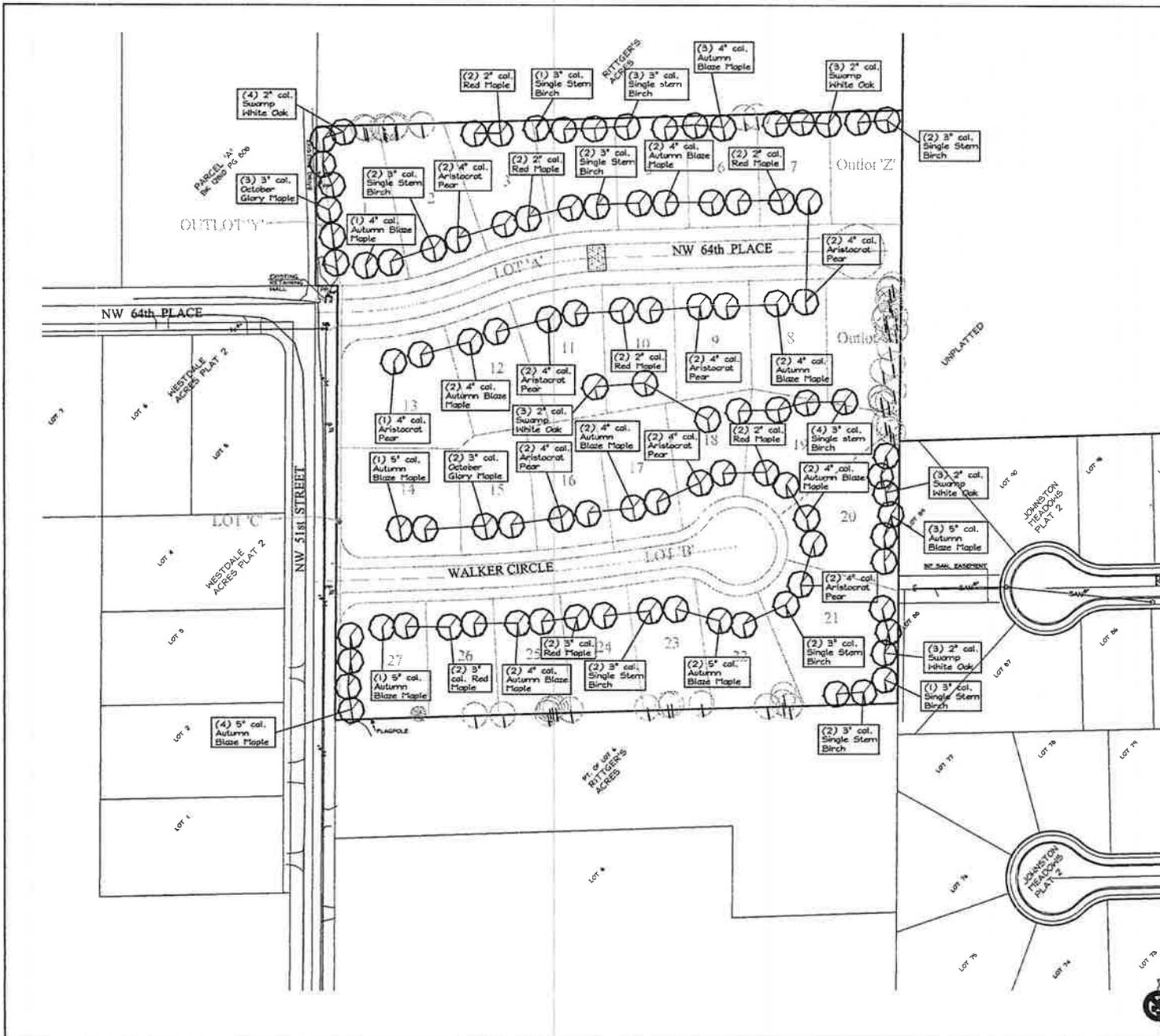


Exhibit "A"

TEMPLATE "SATISFACTION OF THE AGREEMENT TO COMPLETE IMPROVEMENTS"

This Satisfaction of the Agreement to Complete Improvements made this ___ Day of _____, 20__ by and between _____ (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 owns property within the City of Johnston, Iowa described as follows:

_____, an Official Plat, Johnston, Polk County, Iowa

(hereinafter referred to as the "OWNER'S PROPERTY"); and,

WHEREAS, OWNER desires to receive a Certificate of Occupancy from the City for the structure located on OWNER'S PROPERTY; and,

WHEREAS, an Agreement to Complete Improvements, which conditions issuance of a Certificate of Occupancy upon City Council approval of a Satisfaction of the Agreement to Complete Improvements, has been recorded in book ___ page ___ with the Polk County Recorder's Office; and,

WHEREAS, the parties agree that the City has the right to require this Satisfaction of the Agreement to Complete Improvements under the provisions of the Code of Ordinances of the City of Johnston, Iowa, 2007 Section 145.24 and under the provisions of the Code of Ordinances of the City of Johnston, Iowa, 2007 Section 151.10; and,

WHEREAS, pursuant to the authority granted to the City of Johnston by Section 145.24 of the Code of Ordinances of the City of Johnston, Iowa, 2007 and Section 151.10 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 a certificate of Occupancy shall be issued for OWNER'S PROPERTY subject to the following conditions:

1. **AGREEMENT TO MAINTAIN TREES.**

- a. Trees on OWNER'S PROPERTY which are identified as replacement trees on the Landscaping Plan, attached hereto and made a part of this

Satisfaction of the Agreement to Complete Improvements, shall be maintained for a period of ten (10) years following City Council approval of this "Satisfaction of the Agreement to Complete Improvements".

- b. Any replacement tree on OWNER'S PROPERTY which is shown on the Landscaping Plan, attached hereto and made a part of this Satisfaction of the Agreement to Complete Improvements, that is removed, becomes significantly damaged, or dies prior to fulfillment of all conditions of this "Satisfaction of the Agreement to Complete Improvements" shall be replaced within the same growing season.
 - c. Failure to replace any removed, significantly damaged, or dead replacement tree on OWNER'S PROPERTY which is shown on the Landscaping Plan, attached hereto and made a part of this Satisfaction of the Agreement to Complete Improvements, may result in a municipal infraction being issued upon OWNER.
2. **AMENDMENTS.** No amendments or variations of the terms of this Agreement shall be valid or binding unless made in writing and executed by duly authorized representatives of each party to be bound thereto.
 3. **BINDING EFFECT.** This Agreement is to be deemed perpetual and binding upon the parties hereto and their respective successors and assigns. The parties further agree that this Satisfaction of the Agreement to Complete Improvements 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.
 4. **VALIDITY OF AGREEMENT.** If any term of this Satisfaction of the Agreement to Complete Improvements is deemed or ruled invalid by a court of law for any reason, the parties agree that there would be a failure of consideration and that this Agreement would be null and void.

WHEREFORE, the parties have executed this Agreement on the date and year written above.

CITY OF JOHNSTON

ATTEST:

By: _____

By: _____

Paula S. Dierenfeld, Mayor

Cyndee Rhames, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this _____ day of _____, 20__, 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 _____, 20__, 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

OWNER

_____ (Signature and Title)

BY: _____ (Print Name and Title)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ (Print Name) to me personally known, who, being by me duly sworn, did say that he/she is the _____ (Title) of _____ executing the within and foregoing instrument; and that he/she acknowledged the execution of said instrument to be his/her voluntary act and deed.

Notary Public, In and For the State of Iowa

LIENHOLDER'S NAME:

_____ (Signature and Title)

BY: _____ (Print Name and Title)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ (Print Name) to me personally known, who, being by me duly sworn, did say that he/she is the _____ (Title) of _____ (Lienholder's Name) 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 limited liability company/corporation.

Notary Public, In and For the State of Iowa

Notice of Public Meeting

November 1, 2016

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

PZ Case No. 16-04; Wilkie Place Subdivision Tree Replacement Plan

The applicant, Capital City Development, LLC. has submitted a plan for the replacement of 318 caliper inches of trees on the Wilkie Place subdivision. This plan is intended to remediate the unauthorized removal of trees that occurred earlier this year. The site is located east of the intersection at NW 64th Place and NW 51st Street.

If you have questions or comments on the above-described action, please contact either person listed at the bottom of this card, or attend the meeting at the above-listed date and time. A copy of the proposed landscaping plan may be found at the following link: www.cityofjohnston.com/proposeddevelopment.

Clayton Ender, Planner

**Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7763; Email: cender@cityofjohnston.com**

David Wilwerding, Community Development Director

**Johnston City Hall; 6221 Merle Hay Road; Johnston, IA 50131
Phone: 727-7775; Email: dwilwerding@cityofjohnston.com**

PZ 16-04 Wilkie Place Subdivision Tree Replacement Plan Mailing List

Name	Address	City, State, Zip Code
James A Evans	5125 NW 64th Place	Johnston, IA, 50131
Donald C Evans	6750 NW Beaver Drive	Johnston, IA, 50131
John J Wakeman (Trustee)	4839 Rose Circle	Johnston, IA, 50131
Stephen R Price	4847 Rose Circle	Johnston, IA, 50131
Michael J Wakeman	4844 Rose Circle	Johnston, IA, 50131
Randi L Van Rees	6385 NW 51st Street	Johnston, IA, 50131
Ronald K Rexroat (Trustee)	6361 NW 51st Street	Johnston, IA, 50131
Laurance A Deskin	5125 NW 63rd Place	Johnston, IA, 50131
Charles E Howieson	6382 NW 51st Street	Johnston, IA, 50131
Floyd W Lemke	6394 NW 51st Street	Johnston, IA, 50131
Richard P Walker	6406 NW 51st Street	Johnston, IA, 50131
George A Mc Carty	6418 NW 51st Street	Johnston, IA, 50131
James Powell	5124 NW 64th Place	Johnston, IA, 50131
John J Garlock	5152 NW 64th Place	Johnston, IA, 50131
Matthew S Trout	5180 NW 64th Place	Johnston, IA, 50131
Connie L Biondi	5204 NW 64th Place	Johnston, IA, 50131



OFFICE OF THE CITY ADMINISTRATOR

Johnston, Iowa
AGENDA COMMUNICATION
November 7, 2016 Meeting

SUBJECT: Payment of Claims	ACTION REQUIRED: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval <i>S.D.</i> <input type="checkbox"/> Receive/File <input type="checkbox"/> Attorney Review
----------------------------	--

SYNOPSIS: Attached for your review is the list of claims for payment in the amount of \$3,542,729.39

FISCAL IMPACT: Money is available to pay claims in the amount of \$3,542,729.39

RECOMMENDATION: By motion approve payment of claims in the amount of \$3,542,729.39

Motion by _____, second by _____, to approve claims as presented.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
MISC	HICKERNELL, REBEKAH	DEPOSIT RETURN- THE BARN	GENERAL FUND	SIMPSON BARN	487.50
	TOSZEGI, ALEXANDRIA	DEPOSIT RETURN - THE BARN	GENERAL FUND	SIMPSON BARN	617.50
	TRECKER, AMANDA	TRECKER, AMANDA:DEPOSIT RE	GENERAL FUND	SIMPSON BARN	325.00
	WALKER, FRED	WALKER, FRED:DEPOSIT RETUR	GENERAL FUND	CROWN POINT	32.50
			TOTAL:		1,462.50
ACME TOOLS	MOTOR & PUMP FOR SPRAYER	GENERAL FUND	PARKS & TRAILS		369.99
			TOTAL:		369.99
AGRILAND FS, INC	FALL FERTILIZER	GENERAL FUND	PARKS & TRAILS		513.75
			TOTAL:		513.75
AHLERS & COONEY PC	LEGALS-URBAN RENEWAL	T.I.F. #1 EAST CEN	ECONOMIC DEVELOPMENT		935.00
	LEGALS- WATER PROJECT	WATER O/M	WATER		974.95
			TOTAL:		1,909.95
ALLEN, KATHLEEN	INSURANCE REFUND	GENERAL FUND	AMBULANCE		75.79
			TOTAL:		75.79
ALLIANCE CONNECT, LLC	NW 70TH AVE IMP-86TH ST -W	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK		54,280.91
	NW 70TH AVE IMP-86TH ST -W	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK		305,925.73
	NW 70TH AVE IMP-86TH ST -W	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK		8,078.85
	NW 70TH AVE IMP-86TH ST -W	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK		49,863.74
	NW 70TH AVE IMP-86TH ST -W	70TH AVE IMP (86TH	ROADS,BRIDGES,SIDEWALK		98,819.00
			TOTAL:		516,968.23
ANIMAL RESCUE LEAGUE OF IOWA	LIVE ANIMAL INTAKE SERVICE	GENERAL FUND	ANIMAL CONTROL		375.00
			TOTAL:		375.00
ARAMARK UNIFORM SERVICES	UNIFORMS	GENERAL FUND	PARKS & TRAILS		186.15
	UNIFORMS	GENERAL FUND	PARKS & TRAILS		249.35
	UNIFORMS	GENERAL FUND	PARKS & TRAILS		186.15
	UNIFORMS	GENERAL FUND	PARKS & TRAILS		186.15
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING		5.62
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING		5.62
	UNIFORMS	GENERAL FUND	BUILDING & HOUSING		5.62
	UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		253.99
	UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		228.07
	UNIFORMS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		228.07
	UNIFORMS	WATER O/M	WATER		94.57
	UNIFORMS	WATER O/M	WATER		76.75
	UNIFORMS	WATER O/M	WATER		67.84
	UNIFORMS	SEWER O/M	WASTEWATER		94.57
	UNIFORMS	SEWER O/M	WASTEWATER		76.74
	UNIFORMS	SEWER O/M	WASTEWATER		67.83
			TOTAL:		2,013.09
ARDICK EQUIPMENT CO INC	"NO FISHING ALLOWED" SIGNS	GENERAL FUND	PARKS & TRAILS		47.50
	VEHICLE DOOR LOGO DECALS	GENERAL FUND	PARKS & TRAILS		21.00
	ANCHOR POST	ROAD USE TAX	TRAFFIC CONTROL		450.00
			TOTAL:		518.50
ARNOLD MOTOR SUPPLY, LLP	AIR, FUEL AND OIL FILTERS	GENERAL FUND	FIRE		143.84
	AIR, FUEL AND OIL FILTERS	GENERAL FUND	PARKS & TRAILS		75.88
	OIL FILTERS	GENERAL FUND	PARKS & TRAILS		22.74
	AIR, FUEL AND OIL FILTERS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK		23.16

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CAR-WASH SOAP	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	28.49
			TOTAL:	294.11
AUREON TECHNOLOGY	ANNUAL DOMAIN RENEWAL	GENERAL FUND	CITY ADMINISTRATOR	35.00
			TOTAL:	35.00
AUTOMATIC SYSTEMS CO	BOOSTER STATION ALARM REPA WATER O/M		WATER	508.75
			TOTAL:	508.75
BARGER, KATHY	ISCPA CLASS REG. P/R TAXES	GENERAL FUND	FINANCE	385.00
			TOTAL:	385.00
BAUER BUILT	TIRES (#118)	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	510.72
			TOTAL:	510.72
BEISSER LUMBER COMPANY	BOARDS FOR SIDEWALK REPAIR	GENERAL FUND	CROWN POINT	27.78
			TOTAL:	27.78
BIG GREEN UMBRELLA MEDIA, INC	SEPTEMBER 2016 NEWSLETTER	GENERAL FUND	CITY ADMINISTRATOR	1,251.00
			TOTAL:	1,251.00
BOMGAARS	NUTS/BOLTS FOR MTR INSTALL	WATER O/M	WATER	23.11
			TOTAL:	23.11
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	228.97
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	1,900.00
	EMS SUPPLIES	GENERAL FUND	AMBULANCE	6.00
			TOTAL:	2,134.97
BROWNELLS INC	FIREARMS SUPPLIES	GENERAL FUND	POLICE	398.72
			TOTAL:	398.72
CAPITAL CITY EQUIPMENT CO	BREAKER ATTACHMENT RENTAL	GENERAL FUND	PARKS & TRAILS	150.00
	BRISTLES FOR LARGE BROOM	GENERAL FUND	PARKS & TRAILS	659.29
	FILTERS, CUTTING EDGES & O	GENERAL FUND	PARKS & TRAILS	702.82
	CREDIT ON PARTS	GENERAL FUND	PARKS & TRAILS	10.75
	Kubota Tractor Mower	EQUIP REPLACEMENT	PARKS & TRAILS	37,395.00
	MINI EXCAVATOR RENTAL	SEWER O/M	WASTEWATER	825.00
			TOTAL:	39,721.36
CARPENTER UNIFORM COMPANY	REPLACEMENT VEST-ALEXANDER	GENERAL FUND	POLICE	675.00
	REPLACEMENT VEST- TOWNES	GENERAL FUND	POLICE	675.00
			TOTAL:	1,350.00
CARQUEST AUTO PARTS	BATTERY CLEANER, HEATER HO	GENERAL FUND	PARKS & TRAILS	37.54
	NEOFORM	GENERAL FUND	PARKS & TRAILS	94.98
			TOTAL:	132.52
CARROLL CONSTRUCTION SUPPLY	CONCRETE BLADE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	590.00
			TOTAL:	590.00
CDW GOVERNMENT, INC	PRINTER- PD OFFICE STAT. 4	GENERAL FUND	POLICE	186.84
			TOTAL:	186.84
CENTRAL SALT	ROAD SALT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	24,579.94
	ROAD SALT-FREIGHT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	231.73

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ROAD SALT-FREIGHT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	169.42
	ROAD SALT	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	<u>33,625.47</u>
			TOTAL:	58,606.56
CENTURY LINK	T-1 LINE PSB	GENERAL FUND	POLICE	262.50
	T-1 LINE PSB	GENERAL FUND	FIRE	118.75
	T-1 LINE PSB	GENERAL FUND	AMBULANCE	118.75
	PHONE SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	73.27
	PHONE SERVICES	GENERAL FUND	LIBRARY	73.27
	PHONE SERVICES	GENERAL FUND	PARKS & TRAILS	73.27
	CITY HALL ALARM MONITORING	GENERAL FUND	BUILDING & HOUSING	43.96
	PHONE SERVICES	GENERAL FUND	BUILDING & HOUSING	73.27
	CITY HALL ALARM MONITORING	GENERAL FUND	PLANNING & ZONING	43.96
	PHONE SERVICES	GENERAL FUND	PLANNING & ZONING	73.27
	CITY HALL ALARM MONITORING	GENERAL FUND	CITY HALL	43.95
	PHONE SERVICES	GENERAL FUND	CITY HALL	73.25
	LONG DISTANCE SERVICES- C.	GENERAL FUND	CITY HALL	6.41
	PHONE SERVICES	WATER O/M	WATER	73.27
	PHONE SERVICES	SEWER O/M	WASTEWATER	<u>73.27</u>
			TOTAL:	1,224.42
CHARLES GABUS FORD	FUEL DOOR (#303)	WATER O/M	WATER	<u>51.96</u>
			TOTAL:	51.96
CINTAS CORPORATION	FIRST AID SUPPLIES	GENERAL FUND	PARKS & TRAILS	13.24
	FIRST AID SUPPLIES	GENERAL FUND	CROWN POINT	12.90
	FIRST AID SUPPLIES	GENERAL FUND	CITY HALL	<u>63.76</u>
			TOTAL:	89.90
CINTAS CORPORATION #762	CITY HALL RR CLEANING AND	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING AND	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING AND	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING AND	GENERAL FUND	CITY HALL	37.49
	CITY HALL RR CLEANING AND	GENERAL FUND	CITY HALL	38.53
	CITY HALL RR CLEANING	GENERAL FUND	CITY HALL	113.20
	CITY HALL RR CLEANING & MA	GENERAL FUND	CITY HALL	38.53
	CITY HALL RR CLEANING AND	GENERAL FUND	CITY HALL	<u>38.53</u>
			TOTAL:	378.75
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
CONSOLIDATED ELECTRICAL DISTRIBUTORS,	VOLT PEN	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	15.71
	BALLAST FOR CITY HALL	GENERAL FUND	CITY HALL	<u>89.08</u>
			TOTAL:	104.79
CORELL CONTRACTOR INC	NW 63RD PLACE EXTENSION	NW 64th & 63rd PL	ROADS, BRIDGES, SIDEWA	735.54
	NW 63RD PLACE EXTENSION	NW 64th & 63rd PL	ROADS, BRIDGES, SIDEWA	<u>3,343.38</u>
			TOTAL:	4,078.92
CTI READY MIX, LLC	ROCK FOR SEWER	SEWER O/M	WASTEWATER	215.18
	ROCK FOR SEWER/MANHOLE REP	SEWER O/M	WASTEWATER	<u>215.18</u>
			TOTAL:	430.36

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DAVID WILWERDING	TRAVEL/MEAL REIMBURSEMENT	GENERAL FUND	PLANNING & ZONING	23.60
			TOTAL:	23.60
DENT ELIMINATORS, INC	WINDOW REPAIR (#406)	GENERAL FUND	POLICE	175.00
			TOTAL:	175.00
DEPT. OF PUBLIC DEFENSE	3 DAYS RANGE/RIFLE TRAININ	GENERAL FUND	POLICE	225.00
			TOTAL:	225.00
DES MOINES IRON & SUPPLY CO.	STROBE LIGHT BRACKET	GENERAL FUND	PARKS & TRAILS	28.10
			TOTAL:	28.10
DES MOINES PEST CONTROL	PEST CONTROL SERVICES	GENERAL FUND	SIMPSON BARN	180.00
			TOTAL:	180.00
DES MOINES POLICE DEPARTMENT	TRAINING COURSE	GENERAL FUND	POLICE	100.00
			TOTAL:	100.00
DES MOINES WATER WORKS	WATER SERVICE-5136 MHR	WATER O/M	WATER	28,199.99
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
	WATER SERVICE - 6201 NW BE	WATER O/M	WATER	156,879.55
	AVAILABILITY CHARGE	WATER O/M	WATER	97.00
	WATER SERVICE - 5134 MHR	WATER O/M	WATER	16,974.75
	AVAILABILITY CHARGE	WATER O/M	WATER	75.00
	LAB ANALYSIS FEE/LEAK DETE	WATER O/M	WATER	10,558.50
			TOTAL:	212,859.79
DOG WASTE DEPOT	DOG WASTE BAGS	GENERAL FUND	PARKS & TRAILS	156.00
			TOTAL:	156.00
ECHO SYSTEMS	LIGHTING SUPPLIES	GENERAL FUND	PARKS & TRAILS	52.33
	BULBS FOR CITY HALL	GENERAL FUND	CITY HALL	52.76
			TOTAL:	105.09
ELECTRIC PUMP	NW BEAVER DR BOOSTER REPAI	WATER O/M	WATER	324.10
	NW BEAVER DR BOOSTER REPAI	WATER O/M	WATER	522.72
	NW BEAVER DR BOOSTER REPAI	WATER O/M	WATER	425.95
			TOTAL:	1,272.77
ELECTRONIC ENGINEERING COMPANY	SMR TOWER SERVICE	GENERAL FUND	POLICE	144.00
	PORTABLE RADIO REPAIR	WATER O/M	WATER	75.98
	PORTABLE RADIO REPAIR	SEWER O/M	WASTEWATER	75.97
			TOTAL:	295.95
ENCODE PLUS, LLC	ENCODE PLUS SOFTWARE IMPLE	GENERAL FUND	PLANNING & ZONING	3,484.00
			TOTAL:	3,484.00
FASTENAL INDUSTRIAL	STAINLESS STEEL WASHERS	GENERAL FUND	PARKS & TRAILS	6.69
			TOTAL:	6.69
FERGUSON WATER WORKS #2516	2" HYDRANT METERS	WATER O/M	WATER	683.20
	2" COMPOUND METERS	WATER O/M	WATER	9,030.00
	MTR FLANGE KITS	WATER O/M	WATER	439.58
	2" HYDRANT METERS	WATER O/M	WATER	151.26
			TOTAL:	10,304.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
FIRE RECOVERY EMS (FRUSA-EMS)	SEPTEMBER CHARGES	GENERAL FUND	AMBULANCE	733.52	
			TOTAL:	733.52	
FIRST CHOICE DISTRIBUTION	BOOT SCRAPERS	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	336.51	
	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	172.29	
			TOTAL:	508.80	
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC	JOHNSTON GENERAL ENG. SERV	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	807.00	
	BEAVER CRK NATURAL AREA WE	GENERAL FUND	PARKS & TRAILS	835.00	
	BEAVER CRK NAT. AREA WETLA	GENERAL FUND	PARKS & TRAILS	1,302.60	
	SWPPP REVIEWS	GENERAL FUND	BUILDING & HOUSING	654.50	
	JOHNSTON DEVELOPMENT REVIE	GENERAL FUND	PLANNING & ZONING	2,516.00	
	MERLE HAY RD GATEWAY PERMI	T.I.F. #1 EAST CEN	ECONOMIC DEVELOPMENT	5,840.50	
	JOHNSTON GENERAL ENG. SERV	ROAD USE TAX	TRAFFIC CONTROL	167.00	
	NW 62ND AVE-WCL CONSTRUCTI	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	1,367.00	
	JOHNSTON FIBER PROJ. PHASE	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	5,267.70	
	JOHNSTON FIBER PROJ.-PHASE	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	1,223.30	
	NW 57TH AVE IMPROVEMENTS	MERLE HAY EAST IMP	ROADS, BRIDGES	370.00	
	NW 55TH AVE IMPROVEMENTS	MERLE HAY EAST IMP	ROADS, BRIDGES	2,289.52	
	E. OF MHR SRF ADMINISRATOR	MERLE HAY EAST IMP	ROADS, BRIDGES	7,955.00	
	NW 60TH AVE IMP. PHASE 4A	MERLE HAY EAST IMP	ROADS, BRIDGES	34,395.60	
	NW 60TH AVE IMP- PHASE 4A	MERLE HAY EAST IMP	ROADS, BRIDGES	33,973.83	
	NW 57TH AVE IMPROVEMENTS	MERLE HAY EAST IMP	ROADS, BRIDGES	1,748.50	
	NW 55TH AVE IMPROVEMENTS	MERLE HAY EAST IMP	ROADS, BRIDGES	1,701.94	
	NW 54TH COURT IMPROVEMENTS	MERLE HAY EAST IMP	ROADS, BRIDGES	19,789.50	
	GM FLUME REPAIR/WTR QUALIT	2012 STORM DRAINAG	STORM SEWER	765.00	
	GM FLUME REPAIR/WTR QUALIT	2012 STORM DRAINAG	STORM SEWER	2,949.50	
	NW 70TH IMP. WCL TO NW 98T	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	80,074.82	
	NW 70TH AVE RECONSTRUCTION	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	43,863.12	
	NW 70TH AVE RECONSTRUCTION	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	15,627.60	
	NW 70TH IMP. WCL TO NW 98T	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	97,666.27	
	GW HILLS GREENBELT, NW 70T	2014 WETLAND MITIG	STORM DRAINAGE	1,336.10	
	GW HILLS GREENBELT, NW 70T	2014 WETLAND MITIG	STORM DRAINAGE	2,149.60	
	JOHNSTON GENERAL ENG. SERV	WATER O/M	WATER	153.00	
			TOTAL:	366,789.50	
	FOUR CORNERS FEED	STRAW BALE	GENERAL FUND	PARKS & TRAILS	8.00
				TOTAL:	8.00
	GENERAL FIRE & SAFETY EQUIPMENT	ANNUAL FIRE ALARM INSP. -	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	115.00
		ANNUAL FIRE ALARM INSP.- P	GENERAL FUND	PARKS & TRAILS	115.00
		ANNUAL FIRE ALARM INSPECTI	GENERAL FUND	SIMPSON BARN	175.00
ANNUAL FIRE ALARM INSP. -		GENERAL FUND	CROWN POINT	115.00	
ANNUAL FIRE ALARM INSP.-CI		GENERAL FUND	CITY HALL	115.00	
ANNUAL FIRE ALARM INSP. -W		WATER O/M	WATER	57.50	
ANNUAL FIRE ALARM INSP. -W		SEWER O/M	WASTEWATER	57.50	
		TOTAL:	750.00		
GREAT AMERICA FINANCIAL SERVICES CORP.	COPIER LEASE & COPIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	56.03	
	COPIER LEASE & COPIES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	56.03	
	COPIER LEASE & COPIES	WATER O/M	WATER	56.03	
	COPIER LEASE & COPIES	SEWER O/M	WASTEWATER	56.00	
		TOTAL:	224.09		
GREENER ALTERNATIVES LAWN CARE & LANDS	LANDSCAPE RESTORATION-EAGL	WATER O/M	WATER	106.00	
	LANDSCAPE RESTORATION-THER	WATER O/M	WATER	318.00	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LANDSCAPE RESTORATION-HYPE WATER	O/M	WATER	450.50
	LANDSCAPE RESTORATION-HYPE WATER	O/M	WATER	408.10
	LANDSCAPE RESTORATION-COWD WATER	O/M	WATER	397.50
	LANDSCAPE RESTORATION-FOXB WATER	O/M	WATER	371.00
			TOTAL:	2,051.10
HALVORSON, PAUL A., INC DBA HALVORSON	BLDG. AUTOMATION SOFTWARE	GENERAL FUND	POLICE	198.75
	BLDG. AUTOMATION SOFTWARE	GENERAL FUND	FIRE	99.38
	BLDG. AUTOMATION SOFTWARE	GENERAL FUND	AMBULANCE	99.37
			TOTAL:	397.50
HAWKINS INC.	BLANKET PO FOR BIOXIDE	SEWER O/M	WASTEWATER	6,910.20
			TOTAL:	6,910.20
HEARTLAND, FLAGPOLES & CUSTOM FLAGS	FLAGS FOR PSB	GENERAL FUND	POLICE	37.50
	FLAGS FOR PSB	GENERAL FUND	FIRE	18.75
	FLAGS FOR PSB	GENERAL FUND	AMBULANCE	18.75
			TOTAL:	75.00
HILLYARD/DES MOINES	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	96.42
	JANITORIAL SUPPLIES	GENERAL FUND	PARKS & TRAILS	212.58
			TOTAL:	309.00
HOWARD R GREEN COMPANY	NW 100TH-62ND-70TH IMP. PR	NW 100TH (NW62NDto	ROADS,BRIDGES,SIDEWALK	36,959.45
	NW BEAVER BOOSTER STATION	WATER O/M	WATER	12,879.50
	NW 86TH ST. PUMP STATION	WATER O/M	WATER	1,746.00
	GMW CHANNEL REPAIR	STORM WATER IMPROV	STORM WATER	8,539.48
			TOTAL:	60,124.43
INFOMAX OFFICE SYSTEMS	COPIER LEASE & COPIES	GENERAL FUND	PARKS & TRAILS	157.34
			TOTAL:	157.34
INTERSTATE ALL BATTERY CENTER	BATTERIES	GENERAL FUND	ROADS,BRIDGES,SIDEWALK	14.14
	BATTERIES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	14.13
	BATTERIES	WATER O/M	WATER	14.14
	BATTERIES	SEWER O/M	WASTEWATER	14.14
			TOTAL:	56.55
INTERSTATE BATTERIES	BATTERIES-ORCH. MEAD. LIFT	SEWER O/M	WASTEWATER	209.90
			TOTAL:	209.90
IOWA DEPT OF TRANSPORTATION	TARP STRAP, METAL PRIMER S	GENERAL FUND	PARKS & TRAILS	61.86
	TARP STRAPS	GENERAL FUND	PARKS & TRAILS	39.84
	VARIOUS OILS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	554.28
			TOTAL:	655.98
IOWA FREEDOM OF INFORMATION COUNCIL	OPEN RECORDS HANDBOOKS	GENERAL FUND	POLICE	12.00
			TOTAL:	12.00
IOWA LAW ENFORCEMENT ACADEMY	FIREARMS INSTR. RECERTIFIC	GENERAL FUND	POLICE	150.00
	EMERG. LIFT STATION REPAIR	SEWER O/M	WASTEWATER	955.60
			TOTAL:	1,105.60
IOWA ONE CALL	ONE CALL LOCATES	WATER O/M	WATER	201.60
	ONE CALL LOCATES	SEWER O/M	WASTEWATER	201.60
			TOTAL:	403.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA SIGNAL, INC	SIGNAL REPAIRS EMERG	ROAD USE TAX	TRAFFIC CONTROL	1,141.25
			TOTAL:	1,141.25
IPOA (IOWA PEACE OFFICERS ASSOC.)	IPOA DUES	GENERAL FUND	POLICE	30.00
			TOTAL:	30.00
JAMES MART	REIMBURSEMENT- SAFETY GLAS	GENERAL FUND	PARKS & TRAILS	16.14
			TOTAL:	16.14
JOHNSTON ACE HARDWARE	WASP/HORNET SPRAY	GENERAL FUND	POLICE	21.96
	DIPPED PAIL, FROG TAPE	GENERAL FUND	POLICE	50.95
	RETURN- FROG TAPE	GENERAL FUND	POLICE	5.99-
	CLIPBOARD, LABLER AND TAPE	GENERAL FUND	FIRE	32.48
	TIEDOWNS AND PLAY SAND	GENERAL FUND	FIRE	12.99
	DRILL BIT SETS	GENERAL FUND	FIRE	59.98
	CLIPBOARD, LABLER AND TAPE	GENERAL FUND	AMBULANCE	32.48
	TIEDOWNS AND PLAY SAND	GENERAL FUND	AMBULANCE	12.99
	BIT REMOVERS	GENERAL FUND	LIBRARY	37.98
	RETURN- BIT REMOVERS	GENERAL FUND	LIBRARY	15.99-
	FASTENERS, NUTS AND BOLTS	GENERAL FUND	LIBRARY	13.40
	PICTURE WIRE AND HANGER	GENERAL FUND	LIBRARY	20.96
	BOLT EYE WITH NUT	GENERAL FUND	PARKS & TRAILS	8.94
	FITTING BRUSH AND FASTENER	GENERAL FUND	PARKS & TRAILS	9.39
	VINYL TUBING AND HOSE FAST	GENERAL FUND	PARKS & TRAILS	41.89
	UTILITY GLOVES	GENERAL FUND	PARKS & TRAILS	29.99
	THERMOMETER- BARN REFRIDGE	GENERAL FUND	SIMPSON BARN	7.99
	PAINTBRUSHES, CLEANING SUP	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	97.92
	IRRIGATION PART	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	0.99
	ELBOW CONNECTOR AND COUPLE	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	6.48
	COUPLER	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	1.49
	WHITE MARKING PAINT AND FO	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	29.96
	WIRE TERMINALS	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	2.99
	PUTTY KNIVES	ROAD USE TAX	ROADS,BRIDGES,SIDEWALK	26.97
	UTILITY KNIFE	ROAD USE TAX	TRAFFIC CONTROL	4.99
	NUMBER KIT FOR TRAFFIC BOX	ROAD USE TAX	TRAFFIC CONTROL	14.97
	CONCRETE ANCHORS	ROAD USE TAX	TRAFFIC CONTROL	29.99
	LETTERS FOR TRAFFIC BOXES	ROAD USE TAX	TRAFFIC CONTROL	14.97
	WIRE AND SPLICE KIT	WATER O/M	WATER	43.88
	HANDCLEANER	WATER O/M	WATER	17.97
	TRIMMER LINE	WATER O/M	WATER	57.94
	MULCH BLADE	WATER O/M	WATER	19.99
	CLAMPS AND SCREWS	WATER O/M	WATER	45.98
			TOTAL:	789.87
KADETH, INC	IT/NETWORK SUPPORT	GENERAL FUND	POLICE	1,295.84
	IT/NETWORK SUPPORT	GENERAL FUND	CITY ADMINISTRATOR	1,812.16
			TOTAL:	3,108.00
KARI ALLEN	CDL REIMBURSEMENT	GENERAL FUND	PARKS & TRAILS	20.00
			TOTAL:	20.00
KECK INC	Fuel Tank	GENERAL FUND	PARKS & TRAILS	3,571.00
			TOTAL:	3,571.00
KELTEK INCORPORATED	DOCKING STATION- REPLACEME	GENERAL FUND	POLICE	708.76
	DOCKING STATION REPAIR	GENERAL FUND	POLICE	35.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BATTERIES FOR CAR CAMERA	GENERAL FUND	POLICE	185.08
	INVEST VEHICLE UPFITTING	EQUIP REPLACEMENT	POLICE OPERATIONS	5,230.00
			TOTAL:	6,158.84
KING DELIVERY SERVICE	SEPTEMBER DELIVERIES	GENERAL FUND	CITY HALL	56.05
			TOTAL:	56.05
KINGSTON SERVICES	Playground Concrete	PARK & TRAIL IMPRO	PARKS & TRAILS	30,195.00
			TOTAL:	30,195.00
LOGAN CONTRACTORS SUPPLY INC	REBAR FOR INTAKES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	72.36
	CAUTION TAPE	WATER O/M	WATER	23.90
	CAUTION TAPE	SEWER O/M	WASTEWATER	23.90
	RENTAL OF WACKER RAMMER	SEWER O/M	WASTEWATER	165.00
			TOTAL:	285.16
LUBE-TECH & PARTNERS, LLC	DIESEL ADDITIVE	GENERAL FUND	FIRE	56.13
	DIESEL ADDITIVE	GENERAL FUND	AMBULANCE	56.13
			TOTAL:	112.26
MANATT'S INC	CONCRETE- BENCH PADS	GENERAL FUND	PARKS & TRAILS	400.50
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	746.75
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	618.00
	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	1,081.50
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	618.00
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	103.00
	CONCRETE PURCHASES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	60.00
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	154.50
	CONCRETE PURCHASES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	60.00
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	463.50
	CONCRETE PURCHASES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	20.00
	CONCRETE	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	206.00
	CONCRETE PURCHASES	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	40.00
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS, BRIDGES, SIDEWALK	1,140.00
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS, BRIDGES, SIDEWALK	1,116,196.42
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS, BRIDGES, SIDEWALK	1,580.80
	NW 100TH ST RECONSTRUCTION	NW 100TH (NW62NDto	ROADS, BRIDGES, SIDEWALK	79,403.83
			TOTAL:	1,203,293.30
MARTIN MARIETTA MATERIALS	ROCK-EAGLE SCOUT PROJ.	GENERAL FUND	CROWN POINT	146.97
	ROCK- EAGLE SCOUT PROJ.	GENERAL FUND	CROWN POINT	61.72
			TOTAL:	208.69
MASON, LORI	MILEAGE REIMBURSEMENT-OCT.	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	44.28
			TOTAL:	44.28
MDS RECORDS	OFFSITE STORAGE SERVICES	GENERAL FUND	POLICE	33.82
	OFFSITE STORAGE SERVICES	GENERAL FUND	FIRE	9.24
	OFFSITE STORAGE SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	1.98
	OFFSITE STORAGE SERVICES	GENERAL FUND	BUILDING & HOUSING	2.20
	OFFSITE STORAGE SERVICES	GENERAL FUND	PLANNING & ZONING	3.30
	OFFSITE STORAGE SERVICES	GENERAL FUND	CITY ADMINISTRATOR	8.89
	OFFSITE STORAGE SERVICES	GENERAL FUND	CITY CLERK	8.86
	OFFSITE STORAGE SERVICES	GENERAL FUND	FINANCE	27.40

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFSITE STORAGE SERVICES	WATER O/M	WATER	8.25
	OFFSITE STORAGE SERVICES	SEWER O/M	WASTEWATER	8.25
			TOTAL:	112.19
MENARDS ANKENY	CYPRESS MULCH	GENERAL FUND	PARKS & TRAILS	49.80
	LUMBER- CP EAGLE SCOUT PRO	GENERAL FUND	CROWN POINT	193.02
	STAKES- CP EAGLE SCOUT PRO	GENERAL FUND	CROWN POINT	17.58
			TOTAL:	260.40
MENARDS CLIVE	FENCING FOR TREES	GENERAL FUND	PARKS & TRAILS	104.08
	FENCING FOR TREES	GENERAL FUND	PARKS & TRAILS	89.95
			TOTAL:	194.03
MID AMERICAN ENERGY	ELECTRIC SERVICES- C.H. SI	GENERAL FUND	CITY HALL	14.54
	ELECTRIC SERVICES-TRAFF CA ROAD USE TAX		TRAFFIC CONTROL	12.51
	ELECTRIC SERVICES-TRAFF CA ROAD USE TAX		TRAFFIC CONTROL	10.00
	ELECTRIC SERVICES- WTR MTR	WATER O/M	WATER	10.27
			TOTAL:	47.32
MSA PROFESSIONAL SERVICES, INC	NW BEAVER DRIVE OVERLAY PR	BEAVER DR.TRAIL	ROADS, BRIDGES, SIDEWA	21,698.48
			TOTAL:	21,698.48
MSC INDUSTRIAL SUPPLY CO.	VARIOUS TOOLS, FILES SETS	GENERAL FUND	FIRE	70.50
	PLIERS/CLAMP SET	GENERAL FUND	FIRE	54.50
	VARIOUS TOOLS, FILES SETS	GENERAL FUND	AMBULANCE	70.51
	PLIERS/CLAMP SET	GENERAL FUND	AMBULANCE	54.50
			TOTAL:	250.01
MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR- CYLINDER	GENERAL FUND	FIRE	192.50
	EMS UNIFORMS	GENERAL FUND	FIRE	46.89
	TACTICAL EMS FLEECE	GENERAL FUND	FIRE	46.60
	EMS UNIFORM PANTS	GENERAL FUND	FIRE	27.23
	EMS UNIFORMS	GENERAL FUND	AMBULANCE	46.89
	TACTICAL EMS FLEECE	GENERAL FUND	AMBULANCE	46.60
	EMS UNIFORM PANTS	GENERAL FUND	AMBULANCE	27.22
			TOTAL:	433.93
MUNICIPAL SUPPLY INC	INTAKE HOODS	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	228.00
	GRINDER TANK	SEWER O/M	WASTEWATER	2,343.00
	GRINDER TANK	SEWER O/M	WASTEWATER	451.60
	GRINDER TANK	SEWER O/M	WASTEWATER	1,877.30
	SHIPPING	SEWER O/M	WASTEWATER	410.55
	GRINDER PUMP INSTALL SUPPL	SEWER O/M	WASTEWATER	154.85
			TOTAL:	5,465.30
McKINNEY EXCAVATING, LLC	WATERLINE REPAIR	WATER O/M	WATER	1,702.50
			TOTAL:	1,702.50
NAPA AUTO PARTS	ROCKER SWITCH	GENERAL FUND	PARKS & TRAILS	12.69
	HORN (#219)	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	17.49
	VEHICLE PAINT (#303)	WATER O/M	WATER	10.24
	VEHICLE PAINT (#303)	SEWER O/M	WASTEWATER	10.24
			TOTAL:	50.66
NELSEN APPRAISAL ASSOCIATES, INC	APPRAISAL - 5229 MERLE HAY T.I.F. #1 EAST CEN	ECONOMIC DEVELOPMENT		1,500.00
			TOTAL:	1,500.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NEOPOST USA, INC	POSTAGE/MAIL MACHINE MAINT	GENERAL FUND	CITY ADMINISTRATOR	161.35
	ANNUAL MAINT. CONTRACT-STU	WATER O/M	WATER	1,351.35
	ANNUAL MAINT. CONTRACT-STU	SEWER O/M	WASTEWATER	1,351.35
	TOTAL:			2,864.05
North American Rescue	TOURNIQUET	GENERAL FUND	POLICE	282.24
	GLOVES	GENERAL FUND	POLICE	17.95
	GLOVES	GENERAL FUND	POLICE	17.95
	CHEST SEAL	GENERAL FUND	POLICE	131.28
	GAUZE	GENERAL FUND	POLICE	321.00
	BLANKET	GENERAL FUND	POLICE	358.08
	EMERGENCY MEDICAL EQUIP.-	GENERAL FUND	POLICE	25.30
	TOTAL:			1,153.80
PAINT PUMP PROS	PUMP REPAIR ON PAINT SPRAY	ROAD USE TAX	TRAFFIC CONTROL	160.00
	TOTAL:			160.00
PLUMB SUPPLY	TOILET REPAIR PARTS-THE BA	GENERAL FUND	SIMPSON BARN	195.21
	TOTAL:			195.21
PRAXAIR DISTRIBUTION INC	EMS SUPPLIES	GENERAL FUND	AMBULANCE	616.56
	TOTAL:			616.56
PUBLIC FINANCIAL MANAGEMENT, INC	FINANCIAL ADVISOR SERV. 20	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	954.82
	FINANCIAL ADVISOR SERVICES	GENERAL FUND	FINANCE	3,352.26
	FINANCIAL ADVISOR SERV. 20	NW 64th & 63rd Pl.	ROADS, BRIDGES, SIDEWA	2,220.51
	FINANCIAL ADVISOR SERV. 20	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	610.64
	FINANCIAL ADVISOR SERV. 20	FIBER OPTIC PROJEC	FIBER OPTIC SYSTEM	321.97
	FINANCIAL ADVISOR SERV. 20	MERLE HAY EAST IMP	ROADS, BRIDGES	2,740.02
	FINANCIAL ADVISOR SERV. 20	MERLE HAY EAST IMP	ROADS, BRIDGES	3,352.97
	FINANCIAL ADVISOR SERV. 20	TERRA LAKE	PARKS & TRAILS	3,224.18
	FINANCIAL ADVISOR SERV. 20	BEAVER DR. TRAIL	ROADS, BRIDGES, SIDEWA	1,554.36
	FINANCIAL ADVISOR SERV. 20	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	2,380.87
	FINANCIAL ADVISOR SERV. 20	NW 100TH (NW62NDto	ROADS, BRIDGES, SIDEWALK	1,110.25
	FINANCIAL ADVISOR SERVICES	WATER O/M	WATER	3,352.27
	FINANCIAL ADVISOR SERVICES	SEWER O/M	WASTEWATER	3,352.27
	TOTAL:			28,527.39
QUICK SUPPLY CO	Limestone Edging	NW 62ND& 103RD INT	ROADS, BRIDGES, SIDEWA	1,021.67
	TOTAL:			1,021.67
RACOM CORPORATION	EDACS ACCESS	GENERAL FUND	POLICE	1,010.50
	EDACS/BEON ACCESS	GENERAL FUND	FIRE	425.90
	EDACS/BEON ACCESS	GENERAL FUND	AMBULANCE	425.90
	LED LIGHT FOR PLOW	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	77.00
	TOTAL:			1,939.30
RELIABLE MAINTENANCE CO.	CLEANING SERVICES - PSB	GENERAL FUND	POLICE	1,750.68
	TOTAL:			1,750.68
ROCHON CORPORATION OF IOWA, INC	TERRA LAKE IMPROVEMENT, PH	TERRA LAKE	PARKS & TRAILS	232,647.40
	TOTAL:			232,647.40
ROGNES CORP., ESCROW ACCT. # 325942044	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	1,607.90
	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	2,375.00
	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	6,127.51

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	1,193.20
	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	8,845.69
	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	3,032.40
	E. OF MHR NW 60TH AVE IMP.	MERLE HAY EAST IMP	ROADS, BRIDGES	9,856.25
			TOTAL:	33,037.95
SCHRAGE, MYLES	CANDY REIMBURSEMENT	GENERAL FUND	POLICE	40.98
			TOTAL:	40.98
SCOTT CHIRI	TUITION REIMBURSEMENT - CH ROAD USE TAX		ROADS, BRIDGES, SIDEWALK	1,200.00
			TOTAL:	1,200.00
SECRETARY OF STATE	NOTARY APPLICATION - ROYER	GENERAL FUND	CITY ADMINISTRATOR	30.00
			TOTAL:	30.00
SHERWIN WILLIAMS CO	PAINT SUPPLIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	20.36
	PAINT SUPPLIES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	2.87
	PAINT FOR DOOR AT PW	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	63.63
			TOTAL:	86.86
SIGNS NOW	DOOR SIGNAGE - PSB	GENERAL FUND	POLICE	72.00
			TOTAL:	72.00
SITEONE LANDSCAPE SUPPLY	FOAM FOR SPRAYING	GENERAL FUND	PARKS & TRAILS	19.05
			TOTAL:	19.05
SMITH'S SEWER SERVICE	CLEANING/TELEWISE STORM LI ROAD USE TAX		ROADS, BRIDGES, SIDEWALK	450.00
			TOTAL:	450.00
SNYDER & ASSOCIATES INC	TERRA LAKE PARK IMPR. PROJ	TERRA LAKE	PARKS & TRAILS	15,590.00
	BIOXIDE PROJ. #2	SEWER O/M	WASTEWATER	858.00
			TOTAL:	16,448.00
SOYER, MICHELLE	YOGA CLASS - OCTOBER 2016	GENERAL FUND	PARKS & TRAILS	150.00
			TOTAL:	150.00
SPRAYER SPECIALTIES INC	FOAM MARKER AND O/S CHAMBE	GENERAL FUND	PARKS & TRAILS	70.66
	PIPE FLANGES FOR BRINE SHE ROAD USE TAX		ROADS, BRIDGES, SIDEWALK	167.57
			TOTAL:	238.23
STAR EQUIPMENT	RENTAL-CONCRETE BUGGY & TR	GENERAL FUND	PARKS & TRAILS	825.00
			TOTAL:	825.00
STIVERS FORD INC	VALVE KIT (#417)	GENERAL FUND	POLICE	149.74
	BRAKE ROTORS (#404)	GENERAL FUND	POLICE	176.92
			TOTAL:	326.66
TEAM SERVICES, INC	CONSTRUCTION/FIELD TESTING	MERLE HAY EAST IMP	ROADS, BRIDGES	45.00
	CONSTRUCTION TESTING	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	693.75
	CONSTRUCTION/FIELD TESTING	70TH AVE IMP (86TH	ROADS, BRIDGES, SIDEWALK	135.00
	NW 100TH ST. RECONSTRUCTIO	NW 100TH (NW62ND to	ROADS, BRIDGES, SIDEWALK	1,208.18
			TOTAL:	2,081.93
TELRITE CORPORATION	LONG DISTANCE SERVICES	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	10.96
			TOTAL:	10.96

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TK CONCRETE	GM FLUME REPAIR/WTR QUALIT	2012 STORM DRAINAG	STORM SEWER	96,442.50
			TOTAL:	96,442.50
TRANS IOWA EQUIPMENT	DIRT SHOE RUNNER/SCRAPER(2	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	142.44
			TOTAL:	142.44
TREAT AMERICA FOOD SERVICES	TRAINING LUNCHES- OFFICERS	GENERAL FUND	POLICE	40.90
			TOTAL:	40.90
TRUCK EQUIPMENT	STROBE LIGHT BAR AND OIL	GENERAL FUND	PARKS & TRAILS	298.34
	HIGH PERFORMANCE FLUID- PL	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	83.70
			TOTAL:	382.04
UNITED CONTRACTORS, INC	CRUSHED ASPHALT- TERRA LOD	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	660.15
	CRUSHED ASPHALT - TERRA LO	GENERAL FUND	ROADS, BRIDGES, SIDEWALK	328.50
			TOTAL:	988.65
UNITYPOINT CLINIC-OCCUPATIONAL MED @ R	PRE-EMPLOYMENT DRUG TEST-C	GENERAL FUND	FIRE	16.00
	PRE-EMPLOYMENT DRUG TEST-C	GENERAL FUND	AMBULANCE	16.00
			TOTAL:	32.00
VAN-WALL EQUIPMENT	John Deere Loader	EQUIP REPLACEMENT	PARKS & TRAILS	47,082.75
			TOTAL:	47,082.75
VERIZON WIRELESS	AIR CARDS AND CELL PHONE-P	GENERAL FUND	POLICE	640.18
	CELL PHONE SERVICES	GENERAL FUND	FIRE	224.69
	CELL PHONE SERVICES	GENERAL FUND	AMBULANCE	224.69
	CELL PHONE SERVICES-BLDG.	GENERAL FUND	BUILDING & HOUSING	208.11
	AIR CARDS AND CELL PHONE-P	GENERAL FUND	COMMUNICATIONS	40.01
	HEXAGRAM CELL PHONE SERVIC	WATER O/M	WATER	231.93
	HEXAGRAM CELL PHONE SERVIC	SEWER O/M	WASTEWATER	231.93
			TOTAL:	1,801.54
VETTER EQUIPMENT CO.	RESERVOIR & BRACKET (#202)	ROAD USE TAX	ROADS, BRIDGES, SIDEWALK	78.75
			TOTAL:	78.75
WALSH DOOR & HARDWARE CO	VARIOUS TOOLS, LOCK SET	GENERAL FUND	FIRE	230.46
	VARIOUS TOOLS, LOCK SET	GENERAL FUND	AMBULANCE	230.46
			TOTAL:	460.92
WD DOOR	DOOR REPAIR (wtr/swr bldg.	WATER O/M	WATER	83.25
	DOOR REPAIR (wtr/swr bldg.	SEWER O/M	WASTEWATER	83.25
			TOTAL:	166.50
WEIDNER CONSTRUCTION, INC	NW 86TH ST. BOOSTER STATIO	WATER O/M	WATER	5,700.00
	NW 86TH ST BOOSTER STATION	WATER O/M	WATER	59,755.00
			TOTAL:	65,455.00
WELLMARK	INSURANCE REFUND	GENERAL FUND	AMBULANCE	672.66
			TOTAL:	672.66
WILSON BROS	MOSQUITO CONTROL SERVICES	GENERAL FUND	MOSQUITO CONTROL	1,250.00
	MOSQUITO CONTROL SERVICES	GENERAL FUND	MOSQUITO CONTROL	1,250.00
	MOSQUITO CONTROL SERVICES	GENERAL FUND	MOSQUITO CONTROL	1,250.00
	MOSQUITO CONTROL SERVICES	GENERAL FUND	MOSQUITO CONTROL	1,250.00
			TOTAL:	5,000.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
XCELIGENT, INC	REAL ESTATE ENG. SOFTWARE	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>3,500.00</u>
			TOTAL:	3,500.00

===== FUND TOTALS =====

010	GENERAL FUND	61,027.51
040	EQUIP REPLACEMENT RESERVE	89,707.75
125	T.I.F. #1 EAST CENTRAL	8,275.50
140	ROAD USE TAX	70,355.04
315	NW 62ND& 103RD INT-NCL	2,388.67
316	NW 64th & 63rd PL & MHR	6,299.43
318	PARK & TRAIL IMPROVEMENT	30,195.00
325	FIBER OPTIC PROJECT	7,423.61
334	MERLE HAY EAST IMPROVEMEN	141,399.83
340	TERRA LAKE	251,461.58
342	2012 STORM DRAINAGE IMP	100,157.00
343	BEAVER DR.TRAIL	23,252.84
346	70TH AVE IMP (86TH-107TH)	757,409.66
349	NW 100TH (NW62NDtoNW 70TH	1,237,598.93
350	2014 WETLAND MITIGATION	3,485.70
601	WATER O/M	315,957.37
631	SEWER O/M	82,549.47
675	STORM WATER IMPROVEMENTS	8,539.48

GRAND TOTAL: 3,197,484.37

PACKET: 05396 10-13-2016 WELLS FARGO CL

VENDOR SET: 01 City of Johnston

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1070	WELLS FARGO					
C-#21208455		CREDIT ON ACCT. (Fraud Case)	1,510.84CR			
10/13/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		CREDIT ON ACCT. (Fraud Case)		010 5.535.65136	MISCELLANEOUS SUPPLIES	1,510.84CR
C-201610202908		AMAZON MARKETPLACE	38.95CR			
10/13/2016	AP	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		REFUND-LOST DRY ERASE BOARD		010 5.150.65120	BLDG & GROUNDS SUPPLIES	19.48CR
		REFUND-LOST DRY ERASE BOARD		010 5.160.65120	BLDG & GROUNDS SUPPLIES	19.47CR
C-63318726-002		SUNBELT RENTALS	95.65CR			
10/13/2016	AP	DUE: 9/15/2016 DISC: 9/15/2016		1099: N		
		SEEDER RENTAL - RETURN		010 5.430.64205	MISCELLANEOUS SERVICE	95.65CR
I-10113103		HACH COMPANY	186.79			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CHLORINE SAMPLE SUPPLIES		601 5.810.65158	DISTRIBUTION SYSTEM SUPP	186.79
I-101512		AMERICAN PLANNING ASSOC.	275.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		APA CONFERENCE REGISTRATION		010 5.540.62300	TRAINING	275.00
I-102573		AMERICAN PLANNING ASSOC.	230.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		APA MEMBERSHIP DUES-ENDER		010 5.540.62110	DUES, SUBSCRIPTIONS	230.00
I-102574		AMERICAN PLANNING ASSOC.	225.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		APA CONF. REGISTRATION - ENDER		010 5.540.62300	TRAINING	225.00
I-103-0724111-807223		AMAZON MARKETPLACE	73.18			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		AMAZON MARKETPLACE		170 5.440.65136	SENIOR CITIZENS SUPPLIES	73.18
I-103-2850361-640906		AMAZON MARKETPLACE	119.22			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		BATTERY JUMP PACK		010 5.150.63220	MAINTENANCE OF VEHICLES	59.61
		BATTERY JUMP PACK		010 5.160.63220	MAINTENANCE OF VEHICLES	59.61
I-103-985265-2300244		AMAZON MARKETPLACE	68.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		REFRIGERATOR FILTERS		010 5.150.65120	BLDG & GROUNDS SUPPLIES	34.00
		REFRIGERATOR FILTERS		010 5.160.65120	BLDG & GROUNDS SUPPLIES	34.00
I-108-4895599-891380		AMAZON	58.60			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		GALVANIZED FUEL CAN		010 5.430.65120	BLDG & GROUNDS SUPPLIES	58.60

PACKET: 05396 10-13-2016 WELLS FARGO CL

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1070	WELLS FARGO	(** CONTINUED **)				
I-110178		JAMEX, INC	331.60			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		COPIER/COIN MACHINE PART		010 5.410.67250	OFFICE EQUIPMENT	331.60
I-113-5651324-468584		AMAZON	38.95			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		DRY ERASE BOARD		010 5.150.65120	BLDG & GROUNDS SUPPLIES	19.48
		DRY ERASE BOARD		010 5.160.65120	BLDG & GROUNDS SUPPLIES	19.47
I-1322771		BABBITTS	117.02			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		JET SKI REPAIR		010 5.150.63220	MAINTENANCE OF VEHICLES	58.51
		JET SKI REPAIR		010 5.160.63220	MAINTENANCE OF VEHICLES	58.51
I-1853290		EMERGENCY MEDICAL PRODUCTS	31.80			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		EMERGENCY MEDICAL PRODUCTS		010 5.160.65172	EMS SUPPLIES	31.80
I-1854748		EMERGENCY MEDICAL PRODUCTS	119.95			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		EMS SUPPLIES		010 5.160.65172	EMS SUPPLIES	119.95
I-1856059		EMERGENCY MEDICAL PRODUCTS	238.50			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		EMS SUPPLIES		010 5.160.65172	EMS SUPPLIES	238.50
I-201610192875		HY-VEE IN JOHNSTON	12.68			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		KENNEL SUPPLIES - DOG FOOD		010 5.190.65136	MISCELLANEOUS SUPPLIES	12.68
I-201610192876		BOMGAARS	55.09			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		SAFETYVEST, BOOTS & STRINGLINE		140 5.210.65136	MISCELLANEOUS SUPPLIES	55.09
I-201610192877		HOME DEPOT	52.08			
10/13/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		PAINT FOR TRUCK SIDE BOARDS		140 5.210.65136	MISCELLANEOUS SUPPLIES	52.08
I-201610192878		UNITED STATES POST OFFICE	6.47			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		POSTAGE FOR CERTIFIED LETTER		601 5.810.65180	POSTAGE & SHIPPING	6.47
I-201610192879		CITY OF DES MOINES	4.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PARKING @ RECORDERS OFFICE		010 5.210.62400	TRAVEL	4.00

PACKET: 05396 10-13-2016 WELLS FARGO CL

VENDOR SET: 01 City of Johnston

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1070	WELLS FARGO	(** CONTINUED **)				
I-201610192880		LODGING - APWA CONF. - GREINE	837.96			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		LODGING - APWA CONF. - GREINER		140 5.210.62400	TRAVEL	837.96
I-201610192881		BOMGAARS	50.85			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		HEAD LAMPS FOR NIGHT WORK		601 5.810.65124	EQUIPMENT SUPPLIES	25.43
		HEAD LAMPS FOR NIGHT WORK		631 5.815.65124	EQUIPMENT SUPPLIES	25.42
I-201610192882		HOME DEPOT	159.91			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TRIPOD WORK LIGHTS		601 5.810.65124	EQUIPMENT SUPPLIES	79.96
		TRIPOD WORK LIGHTS		631 5.815.65124	EQUIPMENT SUPPLIES	79.95
I-201610192883		OFFICE DEPOT	1.59			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		FILE FOLDERS		601 5.810.65160	OFFICE SUPPLIES	0.80
		FILE FOLDERS		631 5.815.65160	OFFICE SUPPLIES	0.79
I-201610192884		OFFICE DEPOT	46.66			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		BINDERS & USB DRIVE		601 5.810.65160	OFFICE SUPPLIES	23.33
		BINDERS & USB DRIVE		631 5.815.65160	OFFICE SUPPLIES	23.33
I-201610192885		NORTHERN TOOL EQUIPMENT	29.97			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CHAIN HOOKS & TIE DOWNS		140 5.210.65124	EQUIPMENT SUPPLIES	29.97
I-201610192886		VARIOUS PURCHASES (restaurant	137.71			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		APWA CONF. MEALS (cubit/greine		140 5.210.62400	TRAVEL	137.71
I-201610192887		LODGING-APWA CONF. - CUBIT	608.97			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		LODGING-APWA CONF. - CUBIT		140 5.210.62400	TRAVEL	608.97
I-201610192888		HOME DEPOT	96.02			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		FORM BOARDS/SCREWS		140 5.210.65152	STORM DRAINAGE	96.02
I-201610192889		VARIOUS PURCHASES/SERVICES	1,519.04			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		IAPELRA/METRO FINANCE MTG MEAL		010 5.621.62400	TRAVEL	16.14
		IAPELRA/ICMA CONF. EXPENSES		010 5.615.62400	TRAVEL	909.26
		IA LEAGUE OF CITIES-HR WEBINAR		010 5.615.62300	TRAINING	35.00
		ICMA CONF. LODGING		601 5.810.62400	TRAVEL	279.32
		ICMA CONF. LODGING		631 5.815.62400	TRAVEL	279.32

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01-1070	WELLS FARGO	(** CONTINUED **)				
I-201610192891		CASEY'S IN JOHNSTON	91.39			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		GAS FOR MOWERS		010 5.430.65144	VEHICLE OPERATION SUPPLI	91.39
I-201610202892		QUIKTRIP IN JOHNSTON	31.94			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		QUIKTRIP IN JOHNSTON		010 5.150.65144	VEHICLE OPERATION SUPPLI	15.97
		QUIKTRIP IN JOHNSTON		010 5.160.65144	VEHICLE OPERATION SUPPLI	15.97
I-201610202893		WINDSTREAM	177.84			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PHONE SERVICES-CROWN POINT		010 5.430.64290	TELECOMMUNICATIONS	177.84
I-201610202894		WINDSTREAM	178.41			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PHONE SERVICES		010 5.430.64290	TELECOMMUNICATIONS	178.41
I-201610202895		FIBER OPTIC SERVICE	1,500.38			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		FIBER OPTIC SERVICES		010 5.110.64303	INTERNET SERVICES	115.46
		FIBER OPTIC SERVICES		010 5.150.64303	INTERNET SERVICES	115.48
		FIBER OPTIC SERVICES		010 5.160.64303	INTERNET SERVICES	115.38
		FIBER OPTIC SERVICES		010 5.210.64303	INTERNET SERVICES	115.38
		FIBER OPTIC SERVICES		010 5.410.64303	INTERNET SERVICES	115.38
		FIBER OPTIC SERVICES		010 5.430.64303	INTERNET SERVICES	115.38
		FIBER OPTIC SERVICES		010 5.535.64303	INTERNET SERVICES	115.30
		FIBER OPTIC SERVICES		010 5.540.64303	INTERNET SERVICES	115.38
		FIBER OPTIC SERVICES		010 5.615.64303	INTERNET SERVICES	115.50
		FIBER OPTIC SERVICES		010 5.619.64303	INTERNET SERVICES	115.37
		FIBER OPTIC SERVICES		010 5.621.64303	INTERNET SERVICES	115.37
		FIBER OPTIC SERVICES		601 5.810.64303	INTERNET SERVICES	115.50
		FIBER OPTIC SERVICES		631 5.815.64303	INTERNET SERVICES	115.50
I-201610202896		VARIOUS VENDORS- TRAVEL EXPEN	286.02			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		STATE INVESTIGATORS CONF. EXPE		010 5.150.62400	TRAVEL	286.02
I-201610202897		VARIOUS VENDOR PUCHASES	816.21			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PRESS CONF. BACKDROP FOR PD		010 5.110.64205	MISCELLANEOUS SERVICE	612.89
		3CMA CONF. EXPENSES, MEALS, CAB		010 5.617.62400	TRAVEL	193.48
		SUPPLIES-FOOD/SOCK DRIVE W/MAY		010 5.617.64176	MARKETING SERVICES	9.84
I-201610202898		VARIOUS VENDOR PURCHASES	1,203.47			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		HOTEL- FD CHIEF CANDIDATE STAY		010 5.150.62400	TRAVEL	602.56
		IaPELRA CONF. LODGING- ROTSCHA		010 5.621.62400	TRAVEL	294.56
		IaPELRA CONF. LODGING- RHAMES		010 5.619.62400	TRAVEL	294.56
		AMAZON-ADAPTER FOR SERVER KVM		010 5.615.67180	I.T. HARDWARE/SOFTWARE	11.79

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01-1070	WELLS FARGO	(** CONTINUED **)				
I-201610202899		OKOBOJI GRILL	27.34			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		POLK COUNTY CHIEFS MTG MEAL		010 5.110.64205	MISCELLANEOUS SERVICE	15.49
		PLEXA MTG. MEAL		010 5.110.64205	MISCELLANEOUS SERVICE	11.85
I-201610202900		MISTER CAR WASH	9.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		VEHICLE WASH		010 5.535.65142	VEHICLE MAINT. SUPPLIES	9.00
I-201610202901		CASEY'S (grimes, le mars)	43.64			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		FUEL- SIOUX CITY-FD BACKGROUND		010 5.110.65144	VEHICLE OPERATION SUPPLI	43.64
I-201610202902		VARIOUS PURCHASES/TRAVEL/TRAI	1,845.80			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TRAINING- McClain, HANSEN, NORE		010 5.110.62300	TRAINING	1,465.00
		LODGING-TRAINING FOR OFFICERS		010 5.110.62400	TRAVEL	380.80
I-201610202903		WALMART	19.15			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PATROL CAR CLEANING SUPPLIES		010 5.110.65142	VEHICLE MAINT. SUPPLIES	19.15
I-201610202904		COSTCO AND HY-VEE	82.62			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PARADE CANDY, WTR FOR PA TESTI		010 5.110.65160	OFFICE SUPPLIES	82.62
I-201610202905		IOWA EXPO.COM	125.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		ICREA CONF. REGISTRATION		010 5.520.62300	TRAINING/TESTING	125.00
I-201610202906		CASEY'S IN JOHNSTON	43.93			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		GAS FOR MOWERS		010 5.430.65144	VEHICLE OPERATION SUPPLI	43.93
I-201610202907		KUM & GO, INC IN JOHNSTON	22.53			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		WTR, GATORADE FOR REHAB(traini		010 5.150.62300	FIRE TRAINING	22.53
I-201610202909		MISTER CAR WASH	35.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		VEHICLE WASG		010 5.535.65142	VEHICLE MAINT. SUPPLIES	35.00
I-201610202910		PROFESSIONAL DEVELOPERS /IOWA	385.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PDI CONF. REGISTRATION-PLAGGE		010 5.520.62300	TRAINING/TESTING	385.00

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01-1070	WELLS FARGO	(** CONTINUED **)				
I-201610212911		PROFESSIONAL DEVELOPERS OF IA	310.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PDI CONF. REGISTRATION-WILWERD		010 5.540.62300	TRAINING	310.00
I-201610212912		ISU POK COUNTY EXTENSION	494.40			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PESTICIDE CLASS- PARKS CREW		010 5.430.62300	TRAINING	494.40
I-201610212913		HARBOR FREIGHT TOOLS	63.58			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CHAINS FOR SOCCER GOALS		010 5.430.65136	MISCELLANEOUS SUPPLIES	63.58
I-201610212914		HY-VEE IN JOHNSTON	73.82			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		REFRESHMENTS-SENIOR FUN NIGHT		170 5.440.65136	SENIOR CITIZENS SUPPLIES	73.82
I-201610212915		MSC DIRECT	17.19			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		ADHESIVE RUBBER STRIPS		010 5.430.65170	OPERATING SUPPLIES	17.19
I-201610212916		CASEY'S IN JOHNSTON	50.69			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		GAS FOR MOWERS		010 5.430.65144	VEHICLE OPERATION SUPPLI	50.69
I-201610212917		HALLMARK AND HOBBY LOBBY	52.26			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		ADULT PROG. SUPPLIES-NAPKINS		010 5.410.65304	ADULT PROGRAM SUPPLIES	12.61
		PROG. SUPPLIES - CRAFTS		010 5.410.65302	CHILDRENS PROGRAM SUPPLI	39.65
I-201610212918		VARIOUS VENDOR PURCHASES	788.45			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		FACEBOOK- PROG. ADS		010 5.410.64120	ADS & LEGAL PUBLICATIONS	23.00
		FELLERS- VINYL SIGNAGE LETTERS		010 5.410.65160	OFFICE SUPPLIES	32.44
		CHAT LICENSE-TEEN MOVIE PROG.		010 5.410.64304	CHILDRENS PROGRAM SERVIC	36.50
		COUNTER TOP DISPLAY MATS		010 5.410.65160	OFFICE SUPPLIES	145.98
		DVD PLAYER FOR TECH LAB		010 5.410.67250	OFFICE EQUIPMENT	450.00
		BANDCAMP - MUSIC CD		010 5.410.65330	C.D.'S	7.00
		BEELINE BLUE- SIGNAGE-DISPLAYS		010 5.410.65120	BLDG & GROUNDS SUPPLIES	25.53
		WIFI HOTSPOT FOR BOOK BIKE		010 5.410.64303	INTERNET SERVICES	9.00
		GRAPHIC DESIGN IMAGES		010 5.410.65304	ADULT PROGRAM SUPPLIES	59.00
I-201610212919		VARIOUS VENDOR PURCHASES	149.62			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		REFRESHMENTS FOR PROGRAMS		010 5.410.65302	CHILDRENS PROGRAM SUPPLI	87.80
		BROCHURE HOLDERS		010 5.410.65120	BLDG & GROUNDS SUPPLIES	61.82

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01-1070	WELLS FARGO	(** CONTINUED **)				
I-201610212920		VARIOUS VENDORS-HOBBY LOBBY	108.20			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		REFRESHMENTS-ADULT BK CLUB PROG		010 5.410.65304	ADULT PROGRAM SUPPLIES	68.02
		HOBBY LOBBY- DISPLAY SUPPLIES		010 5.410.65120	BLDG & GROUNDS SUPPLIES	40.18
I-201610242922		WALMART	7.94			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		BREAKROOM SUPPLIES		010 5.430.65170	OPERATING SUPPLIES	7.94
I-201610242923		JOHNSTON ACE HARDWARE, TARGET	25.39			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CLEANING SUPPLIES		010 5.410.65120	BLDG & GROUNDS SUPPLIES	25.39
I-201610242924		VARIOUS VENDOR PURCHASES	2,812.40			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		EMERG. MED. SUPPLIES/GO BAGS		010 5,110.65170	OPERATING SUPPLIES	673.85
		MICROSOFT- SOFTWARE RENEWAL		010 5,110.64173	SOFTWARE & TECH SERVICES	299.97
		BICYCLE FOR BUSTED IN GOOD WAY		010 5,110.64288	KIDPOWER	149.00
		GARRETT - METAL DETECTOR		010 5,110.65140	MINOR EQUIPMENT	135.39
		HOME DEPOT- AMMO CART		010 5,110.65140	MINOR EQUIPMENT	89.97
		OPTICAL WEAPON SITES -BOTECH		010 5,110.65140	MINOR EQUIPMENT	1,085.30
		FIREARM REPAIR PART		010 5,110.63140	MAINTENANCE OF EQUIPMENT	15.00
		FLAG SETS FOR PSB		010 5,110.65120	BLDG & GROUNDS SUPPLIES	121.31
		FLAG SETS FOR PSB		010 5,150.65120	BLDG & GROUNDS SUPPLIES	121.31
		FLAG SETS FOR PSB		010 5,160.65120	BLDG & GROUNDS SUPPLIES	121.30
I-201610242925		CASEY'S IN JOHNSTON	72.66			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		GAS FOR MOWERS		010 5.430.65144	VEHICLE OPERATION SUPPLI	72.66
I-201610242926		HY-VEE IN JOHNSTON	296.67			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		SENIOR SUPPLIES, CUPS, DRINKS		170 5.440.65136	SENIOR CITIZENS SUPPLIES	296.67
I-23127		NORTHERN TOOL EQUIPMENT	59.97			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		BATTERY & SWITCH FOR TRAILER		140 5.210.65124	EQUIPMENT SUPPLIES	59.97
I-24622		NORTHERN TOOL EQUIPMENT	8.99			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		RUBBER FEET FOR WATER PUMP		010 5.430.65124	EQUIPMENT SUPPLIES	8.99
I-287253616693X08282		AT & T PREMIER BILLING	1,573.93			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CELL PHONE SERVICES - PW		601 5.810.64290	TELECOMMUNICATIONS	274.56
		CELL PHONE SERVICES - PW		631 5.815.64290	TELECOMMUNICATIONS	274.56
		CELL PHONE SERVICES - PW		010 5.210.64290	TELECOMMUNICATIONS	1,024.81

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01-1070	WELLS FARGO	{ ** CONTINUED ** }				
I-287266261274X07282	AT & T		401.04			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		PHONE SERVICES - CROWN POINT		010 5.430.64290	TELECOMMUNICATIONS	401.04
I-287266261274X08282	AT & T		365.43			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CELL PHONE SERVICES		010 5.430.64290	TELECOMMUNICATIONS	365.43
I-2944128-0516-9	WASTE MANAGEMENT		49.65			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TRASH COLLECTION- PRKS SHOP		010 5.430.63250	TRASH	49.65
I-3257554-0516-5	WASTE MANAGEMENT		228.20			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TRASH COLLECTION- THE BARN		010 5.433.63250	TRASH, RECYCLING	228.20
I-3365985-0516-0	WASTE MANAGEMENT		41,570.93			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		CITY WIDE TRASH COLLECTION		010 5.290.64289	GARBAGE PICK-UP	41,570.93
I-474044472044696690	POLK COUNTY RECORDER		6.83			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		RECORDING- DEED- 57TH PROJ.		334 5.760.64150	COURT & RECORDING FEES	6.83
		PROJ: 334-64150 E. of MHR/N. of NW 62nd			COURT AND RECORDING FEES	
I-4918664125147211	ICREA		85.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		ICREA MEMBERSHIP DUES- PLAGGE		010 5.540.62110	DUES, SUBSCRIPTIONS	85.00
I-54167	NORTHERN TOOL EQUIPMENT		4.99			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TIRE FOR BACKFLOW CART		601 5.810.65124	EQUIPMENT SUPPLIES	4.99
I-54229	NORTHERN TOOL EQUIPMENT		25.51			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		SUPPLIES-FOLD UP SCHOOL SIGN		140 5.240.65190	SIGNS	25.51
I-5450	NORTHERN TOOL EQUIPMENT		38.92			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TAIL LIGHTS FOR TRAILER		140 5.210.65124	EQUIPMENT SUPPLIES	38.92
I-59619885D82355430	MATAI		31.20			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		MATAI MEMBERSHIP DUES		010 5.110.62110	DUES, SUBSCRIPTIONS	31.20
I-63318726002	SUNBELT RENTALS		95.65			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		RENTAL SERVICES- SEEDER		010 5.430.64205	MISCELLANEOUS SERVICE	95.65

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01-1070	WELLS FARGO	(** CONTINUED **)				
I-6758		NORTHERN TOOL EQUIPMENT	122.88			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		WHEELS FOR LAWN MOWER, CHAINS		601 5.810.65124	EQUIPMENT SUPPLIES	122.88
I-70007336		METRO WASTE AUTHORITY	16,349.08			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		METRO WASTE AUTHORITY		010 5.290.64222	MET WASTE,CURB-IT,TAX LE	16,349.08
I-7162584712-00001		STAPLES	124.63			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		GLUESTICKS, FOLDERS, ENVELOPES		010 5.410.65160	OFFICE SUPPLIES	124.63
I-744113564		STAPLES	190.79			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		TONER FOR COPIER		601 5.810.65160	OFFICE SUPPLIES	95.40
		TONER FOR COPIER		631 5.815.65160	OFFICE SUPPLIES	95.39
I-762990		USA BLUE BOOK	319.29			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		DECHLORINATON TABLETS		601 5.810.65124	EQUIPMENT SUPPLIES	319.29
I-864834414-001		OFFICE DEPOT	329.01			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		COPIER INK, PENS, NOTEPADS		010 5.430.65160	OFFICE SUPPLIES	329.01
I-N7NWJZVFEN9Z		AMERICAN PUBLIC WORKS ASSOC.	350.00			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		APWA FALL CONF. REGISTRATIONS		140 5.210.62400	TRAVEL	350.00
I-PO9102577694-FTD		FLOWERS BY LEGACY	88.98			
10/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N		
		MEMORIAL FLOWERS- WILSON'S DAD		010 5.210.65136	MISCELLANEOUS SUPPLIES	29.66
		MEMORIAL FLOWERS- WILSON'S DAD		601 5.810.65136	MISCELLANEOUS SUPPLIES	29.66
		MEMORIAL FLOWERS- WILSON'S DAD		631 5.815.65136	MISCELLANEOUS SUPPLIES	29.66
		=== VENDOR TOTALS ===	78,756.01			
		=== PACKET TOTALS ===	78,756.01			

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALLIANCE CONSTRUCTION GROUP	NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH ROADS, BRIDGES, SIDEWALK			24,187.00
	NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH ROADS, BRIDGES, SIDEWALK			252,572.98
	NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH ROADS, BRIDGES, SIDEWALK			2,266.18
	NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH ROADS, BRIDGES, SIDEWALK			190.00
	NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH ROADS, BRIDGES, SIDEWALK			22,952.00-
	NW 70TH AVE IMP.-86TH ST - 70TH AVE IMP (86TH ROADS, BRIDGES, SIDEWALK			<u>10,224.85</u>
			TOTAL:	266,489.01

===== FUND TOTALS =====
 346 70TH AVE IMP (86TH-107TH) 266,489.01

 GRAND TOTAL: 266,489.01
