



City Council Regular Business Meeting Agenda
Thursday, June 16, 2016, 6:00 p.m.
City Hall – 705 North Avenue

COUNCIL MEETINGS

City Hall
Council Chambers
1st and 3rd
Thursdays at
6:00 P.M.

Tom Phillips
Mayor

Council Members:

Erika Isley
Ed Kuhl
David Lester
Jaki Livingston
Stephanie Riva

Vacant
City Manager

Jean Furler
Finance Director

Jodi Eddleman
City Clerk

Ryan Coburn
Fire Chief

Greg Staples
Police Chief

Tim Hoskins
Public Works Director

Nancy Kuehl
Parks & Recreation
Director

Wade Wagoner
Planning and
Economic
Development Director

Holly Sealine
Library Director

Jim Dougherty
City Attorney

1. Call to order.
2. Approval of agenda.
3. Presentation(s)-
4. Welcome of guests and public comment.
(3 minute limit, no action)
5. Approval of minutes –
[June 2 Regular City Council meeting.](#)
6. [Consent agenda](#) –
 - a) Expenditures.
 - b) Tax abatements.
 - c) [Resolution accepting infrastructure for Silverado Plat 2.](#)
 - d) [Resolution accepting improvements for Estates on the Ridge Plat 2.](#)
 - e) [Resolution accepting temporary construction easements for the ground surrounding the Holland Farms.](#)
 - f) [Resolution approving an allocation of funds in assisting with well improvements at Bedwells Gardens.](#)
 - g) [Approval of a contract with HGAC buy inter local for cooperative purchasing.](#)
 - h) [LED proposals, Cherry Street and McAninch Complex.](#)
 - i) [CIAC update on art and culture.](#)
 - j) [Resolution approving transfers and closing of funds.](#)
 - k) [Block party application for 1300 block of Hunter Drive July 2 and 1000 Rolling Hills Court, June 25th.](#)
 - l) Receive and file monthly department reports and treasurer's report.
7. [Consideration of a resolution approving the Estates at the Ridge Plat 2 final plat.](#)
8. [LOSST – Capital expenditures report on property tax relief](#)
9. [Presentation of the construction documents for the welcome sign RDG](#)
10. [Consideration of the resolution approving the addendum to the Development Agreement with Loffredo Holdings LLC](#)
11. [Discussion and presentation from Jason Olerich on the Norwalk Dog Park.](#)
12. Council Inquiries and staff updates.
13. Adjournment

MINUTES OF THE NORWALK CITY COUNCIL MEETING ON 06-02-16
(Unabridged)

Mayor Pro Tem Erika Isley called the City Council meeting to order at 6:02 p.m. Present at roll call: Erika Isley, Ed Kuhl, David Lester, Jaki Livingston and Stephanie Riva. (RC = roll call vote)

Staff present included: Jodi Eddleman, City Clerk; Jean Furler, Finance Director; Nancy Kuehl, Parks and Recreation Director; Greg Staples, Police Chief; Tim Hoskins, Public Works Director; Wade Wagoner, Planning and Economic Development Director; Ryan Coburn, Fire Chief; Luke Parris, City Planner and Jim Dougherty, City Attorney.

Mayor Pro Tem Isley noted that the presentations from Tim Stephany and Wade Wagoner were moved to the next regular scheduled council meeting.

16-097 Motion by Riva, seconded by Livingston to approve the **agenda** as amended. Voice vote carried unanimously.

Welcome of Guests and Public Comment

Dan Lovely, 9121 Golden Valley Drive addressed the council regarding the fire hydrant next to his property and asked that staff repair the hydrant.

16-098 Motion by Livingston, seconded by Kuhl to approve the **minutes** of the May 19th regular council meeting. Voice vote carried unanimously.

Consent included Tax abatements; **Liquor license applications** for Kum & Go #28, #240, Norwalk Chamber of Commerce; **Cigarette permits** for Caseys #2568, #3422, Burge Golf/Warrior Run, Dollar General, Fareway, Git N Go, Kum & Go, #28, #240; Renewal of 28E agreement between the City of Cumming and the City of Norwalk (5 years); **Resolution 0602-16-039** ordering construction of certain public improvements, approving preliminary plans and fixing a date for hearing thereon and taking of bids therefore for improvements known as the Beardsley Regional Stormwater Detention Facility Phase 2 – Grading and Drainage; Approval of **submittal for cops grant; Block party application for 1413 Meadow Drive; Street closure application – Norwalk Lions Club 4th of July Fireworks; Street closure application 4th of July parade event and expenditures:**

AARON PELZER	OPEN GYM	210.00	KABEL	HRA	223.50
ACME TOOLS	FALLTECH	76.99	LASER RESOURCES	MAINT	836.44
AGRILAND FS, INC	PRO TURF	6,224.00	LEANNE LING	DJ FEE	150.00
AMANDA PELZER	REFUND	25.00	MCHS EMS	CEH PROGRAM	10.00
ANDY MOGLE	EVENT	80.00	MEDIACOM	INTERNET	149.90
ANIMAL RESCUE	LIVE INTAKE	125.00	MENARDS	PARTS	585.34
BARB PATAVA	21 MOMS	105.00	MERCY COLLEGE	ECARD	8.50
BOUND TREE	SUPPLIES	878.01	METRO WASTE	SERVICE	37,466.25
ELAN	SERVICES	5,305.89	MITCH VROEGH	OPEN GYM	30.00
CARPENTER	UNIFORM	361.96	MUNICIPAL SUPPLY	PARTS	231.70
CENTURYLINK	SERVICES	654.21	NANCY KUEHL	REIMBURSEMENTS	58.30
CREATIVE PROD	SUPPLIES	230.15	NWTC	PUBLICATIONS	98.30
CUMMINS CENTRAL	LOAD BANK	1,519.00	NORWALK COMM SCH	SERVICES	25,000.00
DELAGÉ LANDEN	LEASE	709.95	NORWALK WARRIOR CAFE	EVENT	250.00
DES MOINES IRON	MATERIALS	470.00	RAFE ALBERS	UNIFORM	80.56
DES MOINES METAL	EQUIPMENT	170.00	REGISTER MEDIA	NOTICE	29.46
DES MOINES REG	SUBSCRIPTION	35.00	RUDOLF INVEST	720 SYCAMORE ST	120.00
ELECTRONIC ENG	EQUIPMENT	440.26	SECURITY EQUIP	AGREEMENT	2,159.04
EXTERIOR SHEET	CAULKING	345.16	SENECA COMPANIES	SUPPLIES	179.14
FRANK ROTH	OPEN GYM	270.00	SPRINGER PEST	PEST CONTROL	68.00
GREEN RESOURCE	SERVICES	500.00	STRAUSS SECURITY	BLDG REPAIR	157.50
GREGG YOUNG	PROGRAM	5,203.79	TOMPKINS IND	HOSES	134.79
GRIMES ASPHALT	MATERIALS	739.26	TRACY TRUMAN	REFUND	47.50

HARVEY'S AUTO	FERRIS MOWER	2,816.89	TREVOR MARTIN	REIMBURSEMENTS	88.00
HOTSY CLEANING	FLEETWASH	368.00	TYLER TECHNOLOGIES	SERVICES	7,815.00
HOUSBY	FD 611	691.93	UNITED RENTALS	PARTS	320.66
ILLINOIS FIRE STORE	PAC II	252.47	UNITY POINT	IMMUNIZATION	389.00
INDOFF INC	SUPLIES	363.15	UNITYPOINT	VACCINATIONS	1,340.00
IOWA ONE CALL	APRIL	432.50	V&K	ORCHARD VIEW	6,825.92
JACKSON CREEK	RETAINAGE	21,196.04	VERIZON	APRIL USE	1,331.04
JAMES OIL	DYED DIESEL	7,508.21	VOORHEES	TAEKWONDO	386.40
JEFF ELBING	OPEN GYM	210.00	WOOD ROOFING	REPAIR	401.25
JOHN DEERE	TRAILER	89.98			

16-099 Motion by Livingston, seconded by Riva to approve the **consent** agenda passed unanimously, RC.

General Obligation and Refunding Bonds

Susanne Gerlach of Public Financial Management, Inc. and Chip Shultz of UMB Bank provided the council with a summary of the pricing that was completed for the City's issuance of \$9,385,000 G.O. Swimming Pool and Refunding Bond, Series 2016. The City's pricing led to substantial interest rate savings. Net present value savings totaled \$837,436 or 9.7% of refunded par, total gross debt service savings totaled \$946,924.

16-100 Motion by Kuhl, seconded by Livingston to adopt **Resolution 0602-16-056** providing for the issuance of \$9,355,000 General Obligation Swimming Pool and Refunding Bonds, Series 2016, providing for the levy of taxes to pay the same, approving a bond purchase agreement and approving an escrow agreement for the investment of bond proceeds, passed unanimously, RC.

Cort Landing Preliminary Plat

Kuhl asked if the drainage issues had been addressed, Parris responded that there are drainage easements on the plat. Lester asked about the access to the area west of the plat. Parris responded that currently nothing is planned. Isley has concerns about the viability of lots 37 and 38 the driveway access out on to Elm and the drainage issue. Parris responded that a drainage pond is planned in the rear of the new lots that will detain water before it flows into the drainage ditch along Hwy 28.

Livingston asked about plans for a park, Parris responded that because there is no park identified in the comprehensive plan that was not asked of the developer.

Dougherty responded that written easements are required and that those will appear on the abstracts.

16-101 Motion by Livingston, seconded by Lester to adopt **Resolution 0602-16-057** approving the Cort Landing Preliminary Plat, passed unanimously, RC.

Home Show Expo 2017

Derek Temple, Vista Real Estate, 2400 86th Street, Urbandale approached the council with a request to consider supporting and hosting the 2017 Home Show Expo.

Isley asked when that would be announced, Temple responded July 8th. Lester asked how waiving the permit fees equate back to the city. Wagoner responded that it is visibility for Norwalk that he anticipates around 15,000 people attending.

16-102 Motion by Riva, seconded by Lester to adopt **Resolution 0602-16-058** approving the city's in kind contribution for potential 2017 Home Show Expo, passed unanimously, RC.

RFQ for website design

Tim Geyer, IT Director put the request together to send out for bids on a website design for the City.

It was the consensus of the council that the RFQ is acceptable. The council asked if the cost could be kept under 30,000. Proposals will be submitted to council.

Discussion on funding for batting cages at McAninch Park

Gregg Young Chevrolet will give a 1,000. donation to the city and an additional 1,000. is possible.

Drew Burrows, Norwalk Twin Rivers has also agreed to contribute money. There will be two batting cages located at the complex total estimated cost \$16,000. The coaches feel this is a priority for the baseball program. Burrows is asking for support from the council to proceed with the fund raising. A final plan will be brought back to the council.

The council gave Kuehl permission to go forward with fund raising.

Discussion on urban chicken regulations

Staff presented a memo analyzing current practice for handling urban chicken requests and a draft ordinance for council to consider that would formalize a procedure for future use.

Option b would require residents to obtain a license from the City. Livingston commented that option b would put more onus on the residents. Option c would manage the chickens under the zoning code; a building permit would need to be issued for the accessory structure. Kuhl feels option c is simple for residents and staff to follow

Dougherty advised the council that under option b staff is being asked to determine on a case by case basis. Option c is non-impact residential use, licensing is okay but is concerned there is a process with getting neighbors permission. Isley feels that option b is burdensome to the staff.

Riva asked if there was a mechanism in place if there was a complaint. Dougherty stated that if a license were issued that would be an avenue to have residents come into compliance with the ordinance and suggested adding greater setbacks and consider issuing an annual or biannual license to residents.

Dave Hixenbaugh, 4903 Lakewood Drive was in agreement with requiring residents to obtain a license.

Council directed staff to enhance the setback requirements and add language requiring residents to obtain a license. Staff will revise and bring back to council.

Staff Updates

Dave Lester asked if the same incentives would be offered if approached by another group interested in participating in the Home Show Expo. Wagoner responded that yes that would be offered.

Jaki Livingston reminded city staff of a city staff picnic on July 30th

Wade Wagoner informed council that there is a meeting on the Beardsley Regional detention pond scheduled for June 3 at City Hall. And that a trial has been set on the motor cross issue.

Ryan Coburn reported that beginning July 1 there will be 24/7 EMS coverage for the community. 6 part time individuals have been hired.

Greg Staples reported that he has joined a committee to study the process of a new jail. The department will conduct interviews next week; Officer Bryant is resigning July 10.

Nancy Kuehl gave update on the pool. Inspector will be out to discuss on June 3rd and asked the council to consider starting phase 2 earlier.

Jodi Eddleman updated the council on the city manager recruitment process.

Stephanie Riva handed out brochures from the Des Moines MPO that mention Norwalk's plan to support the regional nodes and corridors network.

16-103 Motion by Livingston, seconded by Riva to adjourn at 7:14 p.m. voice vote carried unanimously.

Erika Isley, Mayor Pro Tem

Attest:

Jodi Eddleman, City Clerk



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 06
For Meeting of 06/16/2016

Item Title: Consent Agenda
Contact Person: Jodi Eddleman, City Clerk

Expenditures

This item is on the agenda for the approval of payment per the attached claims list.

Tax abatements

The following tax abatement applications were submitted for approval:

Perry DePhillips	109 W High Road	SFR	\$300,000.
Cornerstone Homes	310 Braeburn	SFR	\$295,000.
Hubbell Homes	613 Canterbury Pl	SFR	\$145,000.
Hubbell Homes	617 Canterbury Pl	SFR	\$119,000.
Hubbell Homes	621 Canterbury Pl	SFR	\$119,000.
Hubbell Homes	625 Canterbury Pl	SFR	\$120,500.
Savannah Homes	914 School Ave	SFR	\$205,900.
Cornerstone Homes	1203 Warrior Run Dr	SFR	\$215,228.
Hubbell Homes	2048 Wethersfield Dr	SFR	\$354,533.
David Hixenbaugh	4903 Lakewood Dr	addition	\$175,000.

Resolutions:

- Resolution accepting infrastructure for Silverado Plat 2
- Resolution accepting improvements for Estates on the Ridge Plat 2
- Resolution accepting temporary construction easements for the ground surrounding the Holland Farms.
- Resolution approving an allocation of funds in assisting with well improvements at Bedwells Garden.
- Resolution transferring and closing fund 170
- Resolution transferring and closing fund 330
- Resolution transferring and closing fund 188 and fund 189

Other Consent Items:

- Approval of a contract with HGAC buy inter local for cooperative purchasing.
- LED proposals for Cherry Street and McAninch Complex.
- CIAC update on art and culture
- Receive and file monthly department reports and treasurers report.

Block party application

The following block party application was submitted for approval; the paperwork has been distributed and is in order.

1300 block of Hunter Drive July 2, 2016 - 5 p.m. to 11 p.m.

Staff Recommendation: Approve consent agenda on a roll call vote.

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-000158	DES MOINES WATER WORKS					
I-201606032360	6/03/2016	PUMPING STATION AND LAB COSTS	3,053.86			
	AP	DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
		PUMPING STATION AND LAB COSTS		600 5-811-2-6413	PAYMENT FOR SER	3,053.86
		=== VENDOR TOTALS ===	3,053.86			
=====						
01-005343	METRO WASTE AUTHORITY					
I-201606032362	6/03/2016	GARBAGE COLLECTION	28,704.28			
	AP	DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
		GARBAGE COLLECTION		001 5-290-2-6404	COLLECTION COST	28,704.28
I-201606032363	6/03/2016	CURB IT COLLECTION	8,761.97			
	AP	DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
		CURB IT COLLECTION		001 5-290-2-6404	COLLECTION COST	8,761.97
I-201606032364	6/03/2016	PREMIUM COMPOST IT SERVICE	1,050.00			
	AP	DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
		PREMIUM COMPOST IT SERVICE		001 5-290-2-6404	COLLECTION COST	1,050.00
		=== VENDOR TOTALS ===	38,516.25			
=====						
01-000410	MIDAMERICAN ENERGY					
I-201606032358	6/03/2016	MIDAMERICAN ENERGY	14,456.33			
	AP	DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
		MIDAMERICAN ENERGY		110 5-230-2-6371	ELECTRIC/GAS EX	8,987.97
		MIDAMERICAN ENERGY		001 5-110-2-6371	ELECTRIC/GAS EX	2,001.41
		MIDAMERICAN ENERGY		600 5-810-2-6371	ELECTRIC/GAS EX	20.14
		MIDAMERICAN ENERGY		110 5-240-2-6371	ELECTRIC/GAS EX	60.55
		MIDAMERICAN ENERGY		610 5-815-2-6371	ELECTRIC/GAS EX	531.88
		MIDAMERICAN ENERGY		001 5-430-2-6371	ELECTRIC/GAS EX	158.08
		MIDAMERICAN ENERGY		001 5-299-2-6371	ELECTRIC/GAS EX	655.68
		MIDAMERICAN ENERGY		001 5-499-2-6371	ELECTRIC/GAS EX	142.69
		MIDAMERICAN ENERGY		001 5-410-2-6371	ELECTRIC/GAS EX	1,300.99
		MIDAMERICAN ENERGY		001 5-460-2-6371	ELECTRIC/GAS EX	233.78
		MIDAMERICAN ENERGY		001 5-650-2-6371	ELECTRIC/GAS EX	363.16
		=== VENDOR TOTALS ===	14,456.33			
=====						
01-000659	NORWALK HARDWARE & AUTO					
I-201606032359	6/03/2016	NORWALK HARDWARE & AUTO	358.47			
	AP	DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
		NORWALK HARDWARE & AUTO		001 5-299-2-6350	OPERATIONAL EQU	149.62
		NORWALK HARDWARE & AUTO		001 5-410-2-6507	OPERATING SUPPL	25.68
		NORWALK HARDWARE & AUTO		001 5-430-2-6507	OPERATING SUPPL	1.05
		NORWALK HARDWARE & AUTO		001 5-460-2-6507	OPERATING SUPPL	93.13
		NORWALK HARDWARE & AUTO		001 5-150-2-6507	OPERATING SUPPL	53.53
		NORWALK HARDWARE & AUTO		110 5-210-2-6507	OPERATING SUPPL	32.97

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-000659	NORWALK	HARDWARE & AUTO				
		(** CONTINUED **)				
		NORWALK HARDWARE & AUTO		001 5-110-2-6507	OPERATING SUPPL	2.49
		=== VENDOR TOTALS ===	358.47			

01-002846 PRINCIPAL PLIC

I-201606032366	6/03/2016	JUNE PREMIUMS	5,510.61			
AP	DUE: 6/03/2016	DISC: 6/03/2016		1099: N		
	JUNE PREMIUMS			001 2160	HEALTH INSURANC	1,428.89
	JUNE PREMIUMS			112 2160	HEALTH INSURANC	630.65
	JUNE PREMIUMS			160 2160	HEALTH INSURANC	20.89
	JUNE PREMIUMS			600 2160	HEALTH INSURANC	145.95
	JUNE PREMIUMS			610 2160	HEALTH INSURANC	210.48
	JUNE PREMIUMS			740 2160	HEALTH INSURANC	110.10
	JUNE PREMIUMS			112 5-110-1-6150	GROUP INSURANCE	1,126.40
	JUNE PREMIUMS			112 5-160-1-6150	GROUP INSURANCE	299.02
	JUNE PREMIUMS			112 5-290-1-6150	GROUP INSURANCE	11.78
	JUNE PREMIUMS			112 5-299-1-6150	GROUP INSURANCE	5.53
	JUNE PREMIUMS			112 5-410-1-6150	GROUP INSURANCE	115.06
	JUNE PREMIUMS			112 5-430-1-6150	GROUP INSURANCE	35.90
	JUNE PREMIUMS			112 5-440-1-6150	GROUP INSURANCE	35.25
	JUNE PREMIUMS			112 5-499-1-6150	GROUP INSURANCE	31.79
	JUNE PREMIUMS			112 5-599-1-6150	GROUP INSURANCE	5.53
	JUNE PREMIUMS			112 5-620-1-6150	GROUP INSURANCE	35.01
	JUNE PREMIUMS			112 5-650-1-6150	GROUP INSURANCE	2.76
	JUNE PREMIUMS			112 5-170-1-6150	GROUP INSURANCE	22.10
	JUNE PREMIUMS			112 5-460-1-6150	GROUP INSURANCE	31.79
	JUNE PREMIUMS			112 5-210-1-6150	GROUP INSURANCE	386.88
	JUNE PREMIUMS			112 5-430-1-6150	GROUP INSURANCE	1.92
	JUNE PREMIUMS			112 5-440-1-6150	GROUP INSURANCE	1.92
	JUNE PREMIUMS			112 5-599-1-6150	GROUP INSURANCE	6.44
	JUNE PREMIUMS			112 5-620-1-6150	GROUP INSURANCE	35.35
	JUNE PREMIUMS			112 5-650-1-6150	GROUP INSURANCE	82.28
	JUNE PREMIUMS			112 5-170-1-6150	GROUP INSURANCE	147.10
	JUNE PREMIUMS			112 5-460-1-6150	GROUP INSURANCE	3.83
	JUNE PREMIUMS			160 5-520-1-6150	GROUP INSURANCE	9.42
	JUNE PREMIUMS			600 5-810-1-6150	GROUP INSURANCE	113.18
	JUNE PREMIUMS			600 5-811-1-6150	GROUP INSURANCE	5.53
	JUNE PREMIUMS			610 5-815-1-6150	GROUP INSURANCE	175.98
	JUNE PREMIUMS			610 5-816-1-6150	GROUP INSURANCE	87.81
	JUNE PREMIUMS			740 5-865-1-6150	GROUP INSURANCE	148.09
		=== VENDOR TOTALS ===	5,510.61			

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-002576			PURCHASE POWER				
I-201606032361	6/03/2016		POSTAGE	1,000.00			
	AP		DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
			POSTAGE		001 5-650-2-6508	POSTAGE AND SHI	103.53
			POSTAGE		001 5-599-2-6508	POSTAGE AND SHI	96.01
			POSTAGE		600 5-811-2-6508	POSTAGE AND SHI	518.17
			POSTAGE		610 5-816-2-6508	POSTAGE AND SHI	152.13
			POSTAGE		740 5-865-2-6507	OPERATING SUPPL	64.56
			POSTAGE		001 5-150-2-6508	POSTAGE AND SHI	20.11
			POSTAGE		001 5-110-2-6508	POSTAGE AND SHI	17.20
			POSTAGE		001 5-410-2-6508	POSTAGE AND SHI	17.55
			POSTAGE		001 5-440-2-6508	POSTAGE AND SHI	10.74
			=== VENDOR TOTALS ===	1,000.00			

01-001662 WELLMARK BLUE CROSS AND BLUE S

I-201606032365	6/03/2016		JULY PREMIUMS	45,358.79			
	AP		DUE: 6/03/2016 DISC: 6/03/2016		1099: N		
			JULY PREMIUMS		001 2160	HEALTH INSURANC	24,027.66
			JULY PREMIUMS		112 2160	HEALTH INSURANC	10,694.98
			JULY PREMIUMS		160 2160	HEALTH INSURANC	425.07
			JULY PREMIUMS		600 2160	HEALTH INSURANC	2,569.51
			JULY PREMIUMS		610 2160	HEALTH INSURANC	3,598.63
			JULY PREMIUMS		740 2160	HEALTH INSURANC	1,817.83
			JULY PREMIUMS		112 5-110-1-6150	GROUP INSURANCE	625.66
			JULY PREMIUMS		112 5-160-1-6150	GROUP INSURANCE	167.66
			JULY PREMIUMS		112 5-170-1-6150	GROUP INSURANCE	79.90
			JULY PREMIUMS		112 5-290-1-6150	GROUP INSURANCE	16.72
			JULY PREMIUMS		112 5-299-1-6150	GROUP INSURANCE	2.15
			JULY PREMIUMS		112 5-410-1-6150	GROUP INSURANCE	157.94
			JULY PREMIUMS		112 5-430-1-6150	GROUP INSURANCE	17.49
			JULY PREMIUMS		112 5-440-1-6150	GROUP INSURANCE	26.09
			JULY PREMIUMS		112 5-460-1-6150	GROUP INSURANCE	13.34
			JULY PREMIUMS		112 5-499-1-6150	GROUP INSURANCE	24.09
			JULY PREMIUMS		112 5-599-1-6150	GROUP INSURANCE	6.39
			JULY PREMIUMS		112 5-620-1-6150	GROUP INSURANCE	15.93
			JULY PREMIUMS		112 5-650-1-6150	GROUP INSURANCE	66.07
			JULY PREMIUMS		110 5-210-1-6150	GROUP INSURANCE	6.39
			JULY PREMIUMS		112 5-110-1-6150	GROUP INSURANCE	63.92
			JULY PREMIUMS		112 5-170-1-6150	GROUP INSURANCE	12.78
			JULY PREMIUMS		112 5-210-1-6150	GROUP INSURANCE	427.63
			JULY PREMIUMS		112 5-430-1-6150	GROUP INSURANCE	5.38
			JULY PREMIUMS		112 5-440-1-6150	GROUP INSURANCE	5.38
			JULY PREMIUMS		112 5-460-1-6150	GROUP INSURANCE	10.75
			JULY PREMIUMS		112 5-599-1-6150	GROUP INSURANCE	12.79
			JULY PREMIUMS		112 5-620-1-6150	GROUP INSURANCE	17.92
			JULY PREMIUMS		160 5-520-1-6150	GROUP INSURANCE	22.37
			JULY PREMIUMS		600 5-810-1-6150	GROUP INSURANCE	123.48
			JULY PREMIUMS		600 5-811-1-6150	GROUP INSURANCE	11.77
			JULY PREMIUMS		610 5-815-1-6150	GROUP INSURANCE	177.66

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-001662		WELLMARK BLUE CROSS AND BLUE S (** CONTINUED **)				
		JULY PREMIUMS		610 5-816-1-6150	GROUP INSURANCE	11.77
		JULY PREMIUMS		740 5-865-1-6150	GROUP INSURANCE	95.69
		=== VENDOR TOTALS ===	45,358.79			
		=== PACKET TOTALS ===	108,254.31			

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	108,254.31
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	108,254.31
--------------	------------

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====			
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2015-2016		001-2020	ACCOUNTS PAYABLE	69,419.23-*						
		001-2160	HEALTH INSURANCE CLEARIN	25,456.55						
		001-5-110-2-6371	ELECTRIC/GAS EXPENSE	2,001.41	32,000	742.56-	Y			
		001-5-110-2-6507	OPERATING SUPPLIES	2.49	17,000	3,481.41				
		001-5-110-2-6508	POSTAGE AND SHIPPING	17.20	1,300	131.61-	Y			
		001-5-150-2-6507	OPERATING SUPPLIES	53.53	4,500	21.33-	Y			
		001-5-150-2-6508	POSTAGE AND SHIPPING	20.11	0	113.90-	Y			
		001-5-290-2-6404	COLLECTION COSTS	38,516.25	440,000	88,472.62-	Y			
		001-5-299-2-6350	OPERATIONAL EQUIPMENT RE	149.62	4,500	89.34-	Y			
		001-5-299-2-6371	ELECTRIC/GAS EXPENSE	655.68	22,500	9,120.01				
		001-5-410-2-6371	ELECTRIC/GAS EXPENSE	1,300.99	20,000	2,281.12				
		001-5-410-2-6507	OPERATING SUPPLIES	25.68	12,000	2,029.06				
		001-5-410-2-6508	POSTAGE AND SHIPPING	17.55	3,500	2,131.57				
		001-5-430-2-6371	ELECTRIC/GAS EXPENSE	158.08	2,500	234.60				
		001-5-430-2-6507	OPERATING SUPPLIES	1.05	4,000	1,236.04-	Y			
		001-5-440-2-6508	POSTAGE AND SHIPPING	10.74	500	1,337.42-	Y			
		001-5-460-2-6371	ELECTRIC/GAS EXPENSE	233.78	4,500	1,445.95				
		001-5-460-2-6507	OPERATING SUPPLIES	93.13	1,500	765.43-	Y			
		001-5-499-2-6371	ELECTRIC/GAS EXPENSE	142.69	11,000	3,028.29				
		001-5-599-2-6508	POSTAGE AND SHIPPING	96.01	400	324.66-	Y			
		001-5-650-2-6371	ELECTRIC/GAS EXPENSE	363.16	6,800	651.25				
		001-5-650-2-6508	POSTAGE AND SHIPPING	103.53	4,500	3,310.24				
		110-2020	ACCOUNTS PAYABLE	9,087.88-*						
		110-5-210-1-6150	GROUP INSURANCE	6.39	0	791.90-	Y			
		110-5-210-2-6507	OPERATING SUPPLIES	32.97	15,000	8,845.45				
		110-5-230-2-6371	ELECTRIC/GAS EXPENSE	8,987.97	115,000	10,848.67				
		110-5-240-2-6371	ELECTRIC/GAS EXPENSE	60.55	900	112.28				
		112-2020	ACCOUNTS PAYABLE	15,525.25-*						
		112-2160	HEALTH INSURANCE CLEARIN	11,325.63						
		112-5-110-1-6150	GROUP INSURANCE	1,815.98	172,000	19,229.32				
		112-5-160-1-6150	GROUP INSURANCE	466.68	39,954	2,264.94				
		112-5-170-1-6150	GROUP INSURANCE	261.88	16,732	185.06-	Y			
		112-5-210-1-6150	GROUP INSURANCE	814.51	61,310	13,491.55-	Y			
		112-5-290-1-6150	GROUP INSURANCE	28.50	1,895	1,122.95-	Y			
		112-5-299-1-6150	GROUP INSURANCE	7.68	4,148	2,987.14				
		112-5-410-1-6150	GROUP INSURANCE	273.00	42,620	6,980.09				

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		ITM DATE		GROSS	P.O. #				
BANK	YEAR	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION		
				** G/L ACCOUNT TOTALS **					
				AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER
		112-5-430-1-6150	GROUP INSURANCE	60.69	4,180	213.46			
		112-5-440-1-6150	GROUP INSURANCE	68.64	1,228	12,291.16	- Y		
		112-5-460-1-6150	GROUP INSURANCE	59.71	10,754	6,904.17			
		112-5-499-1-6150	GROUP INSURANCE	55.88	2,952	804.37	- Y		
		112-5-599-1-6150	GROUP INSURANCE	31.15	15,410	5,850.16			
		112-5-620-1-6150	GROUP INSURANCE	104.21	8,876	3,804.39			
		112-5-650-1-6150	GROUP INSURANCE	151.11	25,686	3,784.73			
		160-2020	ACCOUNTS PAYABLE	477.75	-*				
		160-2160	HEALTH INSURANCE CLEARIN	445.96					
		160-5-520-1-6150	GROUP INSURANCE	31.79	0	1,828.86	- Y		
		600-2020	ACCOUNTS PAYABLE	6,561.59	-*				
		600-2160	HEALTH INSURANCE CLEARIN	2,715.46					
		600-5-810-1-6150	GROUP INSURANCE	236.66	40,146	14,146.11			
		600-5-810-2-6371	ELECTRIC/GAS EXPENSE	20.14	2,000	1,493.25			
		600-5-811-1-6150	GROUP INSURANCE	17.30	14,867	6,272.23			
		600-5-811-2-6413	PAYMENT FOR SERVICES	3,053.86	445,000	69,839.38			
		600-5-811-2-6508	POSTAGE AND SHIPPING	518.17	10,000	2,038.43	- Y		
		610-2020	ACCOUNTS PAYABLE	4,946.34	-*				
		610-2160	HEALTH INSURANCE CLEARIN	3,809.11					
		610-5-815-1-6150	GROUP INSURANCE	353.64	28,349	9,206.66	- Y		
		610-5-815-2-6371	ELECTRIC/GAS EXPENSE	531.88	9,000	1,776.92			
		610-5-816-1-6150	GROUP INSURANCE	99.58	27,168	18,033.92			
		610-5-816-2-6508	POSTAGE AND SHIPPING	152.13	7,000	465.96			
		740-2020	ACCOUNTS PAYABLE	2,236.27	-*				
		740-2160	HEALTH INSURANCE CLEARIN	1,927.93					
		740-5-865-1-6150	GROUP INSURANCE	243.78	17,719	1,431.37	- Y		
		740-5-865-2-6507	OPERATING SUPPLIES	64.56	8,500	7,864.17			
		999-1300	DUE FROM 001-GENERAL FUN	69,419.23	*				
		999-1303	DUE FROM 110-ROAD USE TA	9,087.88	*				
		999-1304	DUE FROM 112-SPECIAL REV	15,525.25	*				
		999-1307	DUE FROM 160-ECONOMIC DE	477.75	*				
		999-1317	DUE FROM 600-WATER FUND	6,561.59	*				
		999-1324	DUE FROM 740-STORM WATER	2,236.27	*				
		999-1331	DUE FROM 610-SEWER FUND	4,946.34	*				
				** 2015-2016 YEAR TOTALS					
				108,254.31					

PACKET: 03642 0603 AP

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

** END OF REPORT **

PACKET: 03643 0603 AP2

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-000158		DES MOINES WATER WORKS				
I-201606032367	6/03/2016 AP	COUNTYLINE & HWY 28 DUE: 6/03/2016 DISC: 6/03/2016 COUNTYLINE & HWY 28	37,319.27	1099: N 600 5-811-2-6413	PAYMENT FOR SER	37,319.27
I-201606032368	6/03/2016 AP	HWY 28 & SW 80 DUE: 6/03/2016 DISC: 6/03/2016 HWY 28 & SW 80	75.00	1099: N 600 5-811-2-6413	PAYMENT FOR SER	75.00
I-201606032369	6/03/2016 AP	746 COUNTYLINE RD DUE: 6/03/2016 DISC: 6/03/2016 746 COUNTYLINE RD	240.21	1099: N 600 5-811-2-6413	PAYMENT FOR SER	240.21
		=== VENDOR TOTALS ===	37,634.48			
		=== PACKET TOTALS ===	37,634.48			

PACKET: 03643 0603 AP2

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	37,634.48
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	37,634.48
--------------	-----------

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2015-2016	600-2020	ACCOUNTS PAYABLE	37,634.48-*						
		600-5-811-2-6413	PAYMENT FOR SERVICES	37,634.48	445,000	32,204.90				
		999-1317	DUE FROM 600-WATER FUND	37,634.48 *						
			** 2015-2016 YEAR TOTALS	37,634.48						

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

** END OF REPORT **

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-003757		CAPPEL'S ACE HARDWARE				
I-65		FERTILIZER	45.98			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		FERTILIZER		110 5-210-2-6501	CHEMICALS	45.98
=====						
I-70		PUBLIC SAFETY DOOR	14.19			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PUBLIC SAFETY DOOR		001 5-110-2-6310	BUILDING MAINTENANCE/REP	14.19
=====						
I-81		COLD STORAGE	34.91			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		COLD STORAGE		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	34.91
		=== VENDOR TOTALS ===	95.08			
=====						

01-003260 ADVENTURE LIGHTING						
I-058558		HIGH BAY LIGHTING	460.66			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		HIGH BAY LIGHTING		600 5-810-2-6350	OPERATIONAL EQUIPMENT RE	460.66
		=== VENDOR TOTALS ===	460.66			
=====						

01-002498 AIRPORT SIGNS AND GRAPHICS						
I-18322		POOL RULES SIGN	140.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		POOL RULES SIGN		001 5-499-2-6504	MINOR EQUIPMENT	140.00
		=== VENDOR TOTALS ===	140.00			
=====						

01-000002 AMERICAN PUBLIC WORKS						
I-111686	2016	ANNUAL MEMBERSHIP	184.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ANNUAL MEMBERSHIP		110 5-210-1-6210	ASSOCIATION DUES	184.00
		=== VENDOR TOTALS ===	184.00			
=====						

01-003275 ANKENY SANITATION						
I-282944		MCANINCH TRASH SERVICE	52.50			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MCANINCH TRASH SERVICE		001 5-430-2-6507	OPERATING SUPPLIES	52.50
		=== VENDOR TOTALS ===	52.50			

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000420		BEDWELL GARDENS				
I-201606102383		TREES	5,334.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		TREES		110 5-210-3-6728	CAPITAL IMPROVEMENTS	5,334.24
		=== VENDOR TOTALS ===	5,334.24			
=====						
01-003749		BEST PORTABLE TOILETS				
I-11825		SPORTS COMPLEX	140.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SPORTS COMPLEX		001 5-460-2-6507	OPERATING SUPPLIES	140.00
		=== VENDOR TOTALS ===	140.00			
=====						
01-003056		BLUE TARP FINANCIAL				
I-0792041210		TREE WATER BAGS	269.85			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		TREE WATER BAGS		110 5-210-3-6728	CAPITAL IMPROVEMENTS	269.85
		=== VENDOR TOTALS ===	269.85			
=====						
01-001904		BOBS CUSTOM TROPHIES				
I-16089		SERVICE AWARDS	158.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SERVICE AWARDS		001 5-160-2-6490	CONSULTANT & PROFESSIONA	158.00
		=== VENDOR TOTALS ===	158.00			
=====						
01-002800		BOUND TREE MEDICAL, LLC				
I-82154547		MEDICAL SUPPLIES	3,559.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MEDICAL SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	3,559.00
I-82155922		MEDICAL SUPPLIES	101.99			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MEDICAL SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	101.99
I-82161316		MEDICAL SUPPLIES	1,194.92			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MEDICAL SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	1,194.92
I-82161990		MEDICAL SUPPLIES	80.98			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MEDICAL SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	80.98
		=== VENDOR TOTALS ===	4,936.89			

PACKET: 03646 0616 COUNCIL

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000113		CARPENTER UNIFORM				
I-415148-1		UNIFORMS PARKER	214.92			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORMS PARKER		001 5-110-1-6181	ALLOWANCES - UNIFORMS	214.92
I-415149-1		UNIFORMS PARKER	159.99			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORMS PARKER		001 5-110-1-6181	ALLOWANCES - UNIFORMS	159.99
I-415150-1		UNIFORMS SPURR	249.95			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORMS SPURR		001 5-110-1-6181	ALLOWANCES - UNIFORMS	249.95
I-415151-1		UNIFORMS SPURR	188.97			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORMS SPURR		001 5-110-1-6181	ALLOWANCES - UNIFORMS	188.97
		=== VENDOR TOTALS ===	813.83			
=====						
01-001064		CITY OF WEST DES MOINES				
I-FN-01790		APRIL WESTCOM	17,187.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		APRIL WESTCOM		001 5-180-2-6413	PAYMENTS TO OTHER AGENCI	17,187.24
I-FN-01804		MAY WESTCOM	17,187.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MAY WESTCOM		001 5-180-2-6413	PAYMENTS TO OTHER AGENCI	17,187.24
I-FN-01814		JUNE WESTCOM	17,187.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		JUNE WESTCOM		001 5-180-2-6413	PAYMENTS TO OTHER AGENCI	17,187.24
		=== VENDOR TOTALS ===	51,561.72			
=====						
01-001162		CNM OUTDOOR EQUIPMENT				
I-122103		EQUIPMENT	1,501.36			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		EQUIPMENT		001 5-150-2-6504	MINOR EQUIPMENT	1,501.36
I-122963		EQUIPMENT	95.42			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		EQUIPMENT		110 5-210-2-6417	STREET MAINTENANCE SUPPL	95.42
I-123334		SPOOL LINE SYNTHETIC OIL	82.07			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SPOOL LINE SYNTHETIC OIL		110 5-210-2-6417	STREET MAINTENANCE SUPPL	82.07
		=== VENDOR TOTALS ===	1,678.85			

PACKET: 03646 0616 COUNCIL
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-002720 COMMUNICATION INNOVATORS

I-80402		CHAMBERS REPAIR	323.58			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CHAMBERS REPAIR		001 5-670-3-6727	CAPITAL EQUIPMENT	323.58
=== VENDOR TOTALS ===			323.58			

01-000957 CONFLUENCE

I-12903		SUB AREA 1 MASTER PLAN	5,572.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SUB AREA 1 MASTER PLAN		001 5-599-2-6490	CONSULTANT & PROFESSIONA	5,572.00
I-12904		LAND USE PLAN UPDATE	3,000.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		LAND USE PLAN UPDATE		001 5-599-2-6490	CONSULTANT & PROFESSIONA	3,000.00
=== VENDOR TOTALS ===			8,572.00			

01-000500 CONTRACT SPECIALTY LC

I-038454		WHITE CHALK	503.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		WHITE CHALK		001 5-440-2-6507	OPERATING SUPPLIES	503.00
I-038676		WHITE CHALK	503.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		WHITE CHALK		001 5-440-2-6507	OPERATING SUPPLIES	503.00
I-038707		RAPID DRY	580.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		RAPID DRY		001 5-440-2-6507	OPERATING SUPPLIES	580.00
=== VENDOR TOTALS ===			1,586.00			

01-003462 CONTRACTORS RENTAL

I-344273		TRAILER	105.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		TRAILER		110 5-210-2-6417	STREET MAINTENANCE SUPPL	105.00
=== VENDOR TOTALS ===			105.00			

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-003752 CROSSROADS CHURCH

I-201606092378		POOL RENTAL REFUND	30.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		POOL RENTAL REFUND		001 5-499-2-6420	REFUNDS	30.00
=== VENDOR TOTALS ===			30.00			

01-002573 CUMMINS CENTRAL POWER LLC

I-020-68282		GENERATOR SERVICE	734.50			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		GENERATOR SERVICE		001 5-110-2-6413	PAYMENT FOR SERVICES	734.50
=== VENDOR TOTALS ===			734.50			

01-000170 DES MOINES IRON

I-1904597804		CONVEYOR PARTS	483.83			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CONVEYOR PARTS		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	483.83
I-1904597805		MATERIALS	93.92			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MATERIALS		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	93.92
I-1904598034		PARTS	6.15			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PARTS		600 5-810-2-6507	OPERATING SUPPLIES	6.15
=== VENDOR TOTALS ===			583.90			

01-000090 DOWNEY TIRE

I-57306		JAC MOWER	203.91			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		JAC MOWER		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	203.91
=== VENDOR TOTALS ===			203.91			

01-001914 EAGLE ENGRAVING INC

I-216-1618		ID TAGS	97.40			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ID TAGS		001 5-150-2-6414	PRINTING & PUBLISHING EX	97.40
=== VENDOR TOTALS ===			97.40			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001973		FAREWAY				
I-201606102389		SUPPLIES	210.13			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SUPPLIES		001 5-410-2-6507	OPERATING SUPPLIES	165.65
		SUPPLIES		001 5-150-2-6507	OPERATING SUPPLIES	44.48
		=== VENDOR TOTALS ===	210.13			

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01-001518		G & L CLOTHING				
I-2-171524		UNIFORMS WAUGH	192.05			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORMS WAUGH		610 5-815-1-6181	ALLOWANCES - UNIFORMS	192.05
I-2-171529		UNIFORM BAKER	403.53			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORM BAKER		600 5-810-1-6181	ALLOWANCES - UNIFORMS	403.53
I-2-735840		UNIFORMS BENGE	218.27			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORMS BENGE		110 5-210-1-6181	ALLOWANCES - UNIFORMS	218.27
		=== VENDOR TOTALS ===	813.85			

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01-003758		GARLAND'S INC.				
I-5380430		LADDER AND PLATFORM	578.98			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		LADDER AND PLATFORM		001 5-599-3-6725	OFFICE EQUIPMENT	578.98
		=== VENDOR TOTALS ===	578.98			

=====						
01-003363		GREGG YOUNG				
I-323271		SERVICE	709.85			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SERVICE		001 5-160-2-6331	VEHICLE OPERATIONS	709.85
		=== VENDOR TOTALS ===	709.85			

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01-001079		GRIMES ASPHALT AND PAVING CO				
I-10586		MATERIAL	607.54			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MATERIAL		110 5-210-2-6417	STREET MAINTENANCE SUPPL	607.54
I-10607		MATERIAL	1,144.04			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MATERIAL		110 5-210-2-6417	STREET MAINTENANCE SUPPL	1,144.04

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=====						
01-001079		GRIMES ASPHALT AND PAVING CO (** CONTINUED **)				
I-10629		MATERIAL	1,481.48			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MATERIAL		110 5-210-2-6417	STREET MAINTENANCE SUPPL	1,481.48
I-10645		MATERIAL	630.48			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MATERIAL		110 5-210-2-6417	STREET MAINTENANCE SUPPL	630.48
		=== VENDOR TOTALS ===	3,863.54			
=====						
01-000349		HARVEY'S AUTOMOTIVE &				
I-5775-111339		BOAT TRAILER	2.69			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		BOAT TRAILER		740 5-865-2-6507	OPERATING SUPPLIES	2.69
I-5775-111400		P-125	144.99			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		P-125		001 5-110-2-6332	VEHICLE REPAIR	144.99
I-5775-111480		1020 PW	20.88			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		1020 PW		110 5-210-2-6332	VEHICLE REPAIR	20.88
I-5775-111592		P-131	186.98			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		P-131		001 5-110-2-6332	VEHICLE REPAIR	186.98
I-5775-111744		BLUE PICKUP	9.96			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		BLUE PICKUP		001 5-440-2-6332	VEHICLE REPAIR	9.96
I-5775-111780		P-130	27.01			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		P-130		001 5-110-2-6332	VEHICLE REPAIR	27.01
I-5775-111792		SMALL MOTORS	20.97			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SMALL MOTORS		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	20.97
I-5775-111808		SHOP	5.81			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SHOP		110 5-210-2-6331	VEHICLE OPERATIONS	5.81
I-5775-111902		DUMP TRUCK 44	552.08			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		DUMP TRUCK 44		110 5-210-2-6332	VEHICLE REPAIR	552.08

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000349	HARVEY'S AUTOMOTIVE &	(** CONTINUED **)				
I-5775-111905		DUMP TRUCK 44	40.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		DUMP TRUCK 44		110 5-210-2-6332	VEHICLE REPAIR	40.00
I-5775-111908		DUMP TRUCK 46	130.50			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		DUMP TRUCK 46		110 5-210-2-6332	VEHICLE REPAIR	130.50
I-5775-111981		SHOP	18.60			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SHOP		110 5-210-2-6331	VEHICLE OPERATIONS	18.60
I-5775-112033		OIL ABSORBENT	18.60			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		OIL ABSORBENT		001 5-290-2-6404	COLLECTION COSTS	18.60
I-5775-112046		OIL ABSORBENT	37.20			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		OIL ABSORBENT		001 5-290-2-6404	COLLECTION COSTS	37.20
I-5775-112185		ALL VEHICLES	14.39			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ALL VEHICLES		110 5-210-2-6331	VEHICLE OPERATIONS	14.39
I-5775-112212		CAR WASH	140.97			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CAR WASH		001 5-150-2-6350	OPERATIONAL EQUIPMENT RE	140.97
I-5775-112234		DUMP TRUCK 44	3.22			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		DUMP TRUCK 44		110 5-210-2-6332	VEHICLE REPAIR	3.22
I-5775-112354		KUHN MOWER	70.32			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		KUHN MOWER		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	70.32
I-5775111590		P-132	375.14			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		P-132		001 5-110-2-6332	VEHICLE REPAIR	375.14
		=== VENDOR TOTALS ===	1,820.31			

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=====						
01-001652		HD SUPPLY WATERWORKS				
I-F595187		PARTS	394.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PARTS		600 5-810-2-6507	OPERATING SUPPLIES	394.00
		=== VENDOR TOTALS ===	394.00			
=====						
01-003753		HENRY WHITE				
I-201606092379		SWIM LESSON REFUND	29.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SWIM LESSON REFUND		001 5-499-2-6420	REFUNDS	29.00
		=== VENDOR TOTALS ===	29.00			
=====						
01-000211		HYDRAQUIP LTD				
I-45218		PARTS	222.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PARTS		600 5-810-2-6507	OPERATING SUPPLIES	222.24
		=== VENDOR TOTALS ===	222.24			
=====						
01-002710		ILLINOIS FIRE STORE				
I-37273		BATTERY CHARGER EQUIPMENT	1,769.93			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		BATTERY CHARGER EQUIPMENT		001 5-160-2-6530	MEDICAL SUPPLIES	1,769.93
		=== VENDOR TOTALS ===	1,769.93			
=====						
01-000143		INDOFF INC				
I-2757083		OFFICE SUPPLIES	28.30			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		OFFICE SUPPLIES		001 5-170-2-6506	OFFICE SUPPLIES	28.30
I-2804311		FLASHDRIVES	56.49			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		FLASHDRIVES		001 5-110-2-6506	OFFICE SUPPLIES	56.49
I-2804933		INK CARTRIDGES	91.10			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		INK CARTRIDGES		001 5-110-2-6506	OFFICE SUPPLIES	91.10
I-2809235		OFFICE SUPPLIES	246.13			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		OFFICE SUPPLIES		001 5-650-2-6506	OFFICE SUPPLIES	220.43
		OFFICE SUPPLIES		001 5-150-2-6506	OFFICE SUPPLIES	25.70
		=== VENDOR TOTALS ===	422.02			

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=====						
01-003722		INSIDE THE TAPE				

I-201606092382		HOMEIDE SCHOOL LEWISTON	295.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		HOMEIDE SCHOOL LEWISTON		001 5-110-1-6230	EDUCATION AND TRAINING	295.00
		=== VENDOR TOTALS ===	295.00			
=====						
01-002230		IOWA LIVING MAGAZINE				

I-201606102385		2 PAGE PUBLICATION	1,050.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		2 PAGE PUBLICATION		160 5-520-2-6413	PAYMENT FOR SERVICES	1,050.00
		=== VENDOR TOTALS ===	1,050.00			
=====						
01-000411		IOWA SIGNAL INC				

I-3258		HWY 28 & MAIN	431.85			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		HWY 28 & MAIN		110 5-230-2-6350	OPERATIONAL EQUIPMENT RE	431.85
		=== VENDOR TOTALS ===	431.85			
=====						
01-002839		IOWA WINDOW SERVICE INC				

I-78032		CITY HALL EXTERIOR	85.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CITY HALL EXTERIOR		001 5-650-2-6413	PAYMENT FOR SERVICES	85.00
		=== VENDOR TOTALS ===	85.00			
=====						
01-003754		JOSH DEBOWER				

I-201606092380		SWIM LESSON REFUND	30.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SWIM LESSON REFUND		001 5-499-2-6420	REFUNDS	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-003337		LASER RESOURCES				

I-AR377886		COPIERS MAINTENANCE	707.41			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		POLICE		001 5-110-2-6413	PAYMENT FOR SERVICES	75.14
		LIBRARY		001 5-410-2-6413	PAYMENT FOR SERVICES	402.71
		DEVELOPMENT		001 5-599-2-6413	PAYMENT FOR SERVICES	108.85
		PUBLIC WORKS		001 5-299-2-6506	OFFICE SUPPLIES	4.77
		FIRE DEPARTMENT		001 5-150-2-6413	PAYMENT FOR SERVICES	47.03
		CITY HALL		001 5-650-2-6413	PAYMENT FOR SERVICES	68.91
		=== VENDOR TOTALS ===	707.41			

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=====						
01-000578		LOGAN CONTRACTORS SUPPLY				
I-L10857		CEMENT	75.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CEMENT		110 5-210-2-6417	STREET MAINTENANCE SUPPL	75.00
		=== VENDOR TOTALS ===	75.00			
=====						
01-000427		MATHESON TRI-GAS, INC.				
I-13415156		EQUIPMENT	201.53			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		EQUIPMENT		110 5-210-2-6507	OPERATING SUPPLIES	201.53
		=== VENDOR TOTALS ===	201.53			
=====						
01-002215		MCHS EMS PROGRAM				
I-16-1700-203 FE		FARM EMERGENCIES CEH	10.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		FARM EMERGENCIES CEH		001 5-160-1-6230	EDUCATION AND TRAINING	10.00
		=== VENDOR TOTALS ===	10.00			
=====						
01-000093		MENARDS				
I-45152		PARTS	142.17			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PARTS		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	142.17
		=== VENDOR TOTALS ===	142.17			
=====						
01-003342		MERCY COLLEGE TRAINING CENTER				
I-22693		CLASSES AND ECARDS	147.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CLASSES AND ECARDS		001 5-160-1-6230	EDUCATION AND TRAINING	147.00
		=== VENDOR TOTALS ===	147.00			
=====						
01-005343		METRO WASTE AUTHORITY				
I-201606082372		PREMIUM COMPOST IT	1,050.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PREMIUM COMPOST IT		001 5-290-2-6404	COLLECTION COSTS	1,050.00
I-MAY2016		PREMIUM COMPOST IT CARTS	742.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		PREMIUM COMPOST IT CARTS		001 5-290-2-6404	COLLECTION COSTS	742.00
		=== VENDOR TOTALS ===	1,792.00			

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=====						
01-005300		MIDWEST BREATHING AIR SYS				
I-WO-0130		QUARTERLY AIR TEST	126.60			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		QUARTERLY AIR TEST		001 5-150-2-6350	OPERATIONAL EQUIPMENT RE	126.60
		=== VENDOR TOTALS ===	126.60			
=====						
01-003606		NADO NATL ASSN OF DEVELOPMENT				
I-INV-09712-DY35P3		ANNUAL MEMBERSHIP	500.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ANNUAL MEMBERSHIP		160 5-520-2-6490	CONSULTANT & PROFESSIONA	500.00
		=== VENDOR TOTALS ===	500.00			
=====						
01-003562		NICHOLS EQUIPMENT LLC				
I-8138		ROLLER RENTAL	714.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ROLLER RENTAL		110 5-210-2-6417	STREET MAINTENANCE SUPPL	714.00
		=== VENDOR TOTALS ===	714.00			
=====						
01-000656		NORTH WARREN TOWN & COUNTY NEW				
I-201606082373		MINUTES	55.80			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		MINUTES		001 5-650-2-6402	ADVERTISING & LEGAL PUBL	55.80
		=== VENDOR TOTALS ===	55.80			
=====						
01-000659		NORWALK HARDWARE & AUTO				
I-201606102391		NORWALK HARDWARE & AUTO	346.10			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		NORWALK HARDWARE & AUTO		001 5-299-2-6350	OPERATIONAL EQUIPMENT RE	15.64
		NORWALK HARDWARE & AUTO		001 5-650-2-6507	OPERATING SUPPLIES	11.96
		NORWALK HARDWARE & AUTO		001 5-410-2-6507	OPERATING SUPPLIES	13.98
		NORWALK HARDWARE & AUTO		001 5-430-2-6507	OPERATING SUPPLIES	246.26
		NORWALK HARDWARE & AUTO		001 5-150-2-6507	OPERATING SUPPLIES	11.48
		NORWALK HARDWARE & AUTO		600 5-810-2-6507	OPERATING SUPPLIES	0.44
		NORWALK HARDWARE & AUTO		110 5-210-2-6331	VEHICLE OPERATIONS	3.49
		NORWALK HARDWARE & AUTO		001 5-110-2-6507	OPERATING SUPPLIES	15.73
		NORWALK HARDWARE & AUTO		001 5-150-2-6310	BUILDING MAINTENANCE/REP	5.15
		NORWALK HARDWARE & AUTO		001 5-299-2-6504	MINOR EQUIPMENT	21.97
		=== VENDOR TOTALS ===	346.10			

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01-005010 O'HALLORAN INTERNATIONAL

I-X100233016:01		DUMP TRUCK PARTS	1,004.68			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		DUMP TRUCK PARTS		110 5-210-2-6332	VEHICLE REPAIR	1,004.68

I-X100233491:01		TRUCK PARTS	13.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		TRUCK PARTS		110 5-210-2-6332	VEHICLE REPAIR	13.24

=== VENDOR TOTALS === 1,017.92

01-002445 OPTOMETRIC ASSOC INDIANOLA

I-201606082374		VISION BENEFIT	249.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		VISION BENEFIT		001 5-150-1-6182	ALLOWANCES	249.00

=== VENDOR TOTALS === 249.00

01-000753 PLUMB SUPPLY

I-3903104		SUPPLIES	26.23			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SUPPLIES		600 5-810-2-6350	OPERATIONAL EQUIPMENT RE	26.23

=== VENDOR TOTALS === 26.23

01-003756 POLK COUNTY TREASURER

I-16-01427		BLOOD DRAW	150.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		BLOOD DRAW		001 5-110-2-6413	PAYMENT FOR SERVICES	150.00

=== VENDOR TOTALS === 150.00

01-000769 POOL TECH INC.

I-0222135-IN		POOL EQUIPMENT	181.56			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		POOL EQUIPMENT		001 5-499-2-6501	CHEMICALS	181.56

=== VENDOR TOTALS === 181.56

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=====						
01-000859		RED WING SHOE STORE				
I-7200000011123		UNIFORM BAKER	179.99			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		UNIFORM BAKER		600 5-810-1-6181	ALLOWANCES - UNIFORMS	179.99
		=== VENDOR TOTALS ===	179.99			
=====						
01-003750		ROSE DICKINSON				
I-201606092376		SWIM LESSON REFUND	29.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SWIM LESSON REFUND		001 5-499-2-6420	REFUNDS	29.00
		=== VENDOR TOTALS ===	29.00			
=====						
01-003748		S & P GLOBAL RATINGS				
I-11308905		GO AND REFUNDING BONDS	14,000.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		GO AND REFUNDING BONDS		001 5-620-2-6490	CONSULTANT/PROFESSIONAL	14,000.00
		=== VENDOR TOTALS ===	14,000.00			
=====						
01-002833		SAM'S CLUB / SYNCHRONY BANK				
I-JUNE2016		DARE FOOD	668.45			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		DARE FOOD		003 5-114-3-6425	PUBLIC EDUCATION EXPENSE	668.45
		=== VENDOR TOTALS ===	668.45			
=====						
01-003720		SANDSTONE MANAGEMENT LTD				
I-201606102388		ORCHARD VIEW REGIONAL DETENTI	47,755.01			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ORCHARD VIEW REGIONAL DETENTIO		420 5-599-2-6407	ARCHITECTURE & ENGINEERI	47,755.01
		=== VENDOR TOTALS ===	47,755.01			
=====						
01-003755		SARAH HANRAHAN				
I-201606092381		SWIM LESSON REFUND	25.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SWIM LESSON REFUND		001 5-499-2-6420	REFUNDS	25.00
		=== VENDOR TOTALS ===	25.00			

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001085	SENECA COMPANIES					
I-1176119		FUEL MASTER REPAIR	1,411.50			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		FUEL MASTER REPAIR		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	1,411.50
		=== VENDOR TOTALS ===	1,411.50			
=====						
01-001676	SHRED IT					
I-9410887314		ON SITE SERIVES PUBLIC SAFETY	50.24			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ON SITE SERIVES PUBLIC SAFETY		001 5-110-2-6413	PAYMENT FOR SERVICES	50.24
		=== VENDOR TOTALS ===	50.24			
=====						
01-000956	TERMINIX INTERNATIONAL					
I-355376181		CITY HALL PEST CONTROL	67.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CITY HALL PEST CONTROL		001 5-650-2-6413	PAYMENT FOR SERVICES	67.00
		=== VENDOR TOTALS ===	67.00			
=====						
01-001869	THE GRAPHIC EDGE					
I-996253		POOL SHIRTS	323.52			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		POOL SHIRTS		001 5-499-1-6181	ALLOWANCES - UNIFORMS	323.52
		=== VENDOR TOTALS ===	323.52			
=====						
01-003751	TORREY HOLST					
I-201606092377		SWIM LESSON REFUND	30.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SWIM LESSON REFUND		001 5-499-2-6420	REFUNDS	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-005630	TRUCK EQUIPMENT INC					
I-277644		LIFT TRUCK OIL	85.33			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		LIFT TRUCK OIL		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	85.33
		=== VENDOR TOTALS ===	85.33			

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-003633 ULTRA GREEN

I-136485		LIBRARY	24,748.68			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		LIBRARY		425 5-410-4-6728	CAPITAL IMPROVEMENTS	24,748.68

I-201606102386		CHERRY ST	6,655.09			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		CHERRY ST		110 5-210-2-6507	OPERATING SUPPLIES	6,655.09

I-201606102387		SPORTS COMPLEX	2,155.47			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		SPORTS COMPLEX		001 5-460-2-6507	OPERATING SUPPLIES	2,155.47

=== VENDOR TOTALS === 33,559.24

01-001999 USA BLUE BOOK

I-964843		FLAGS	424.89			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		FLAGS		600 5-810-2-6507	OPERATING SUPPLIES	424.89

=== VENDOR TOTALS === 424.89

01-001253 VAN WALL GROUP

I-300718		GROMMET	9.10			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		GROMMET		001 5-430-2-6332	VEHICLE REPAIR	9.10

=== VENDOR TOTALS === 9.10

01-001052 VEENSTRA & KIMM INC.

I-14267-046 2		ORCHARD VIEW TOWNHOMES	56.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		ORCHARD VIEW TOWNHOMES		001 5-599-2-6490	CONSULTANT & PROFESSIONA	56.00

I-14267-047 2		WEST GROVE VILLAS - FINAL	28.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		WEST GROVE VILLAS - FINAL		001 5-599-2-6490	CONSULTANT & PROFESSIONA	28.00

I-14267-048 2		LEGACY PLAT 19 - FINAL	28.00			
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N		
		LEGACY PLAT 19 - FINAL		001 5-599-2-6490	CONSULTANT & PROFESSIONA	28.00

=== VENDOR TOTALS === 112.00

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-003545		WADE WAGONER			

I-201606092375		MILEAGE REIMBURSEMENT	99.90		
6/16/2016	AP	DUE: 6/16/2016 DISC: 6/16/2016		1099: N	
		TRAVEL TO LUNCH MEETING		001 5-599-1-6240	MEETING & CONFERENCES 10.80
		TRAVEL TO LUNCH MEETOMG		001 5-599-1-6240	MEETING & CONFERENCES 6.48
		TRAVEL TO LUNCH MEETOMG		001 5-599-1-6240	MEETING & CONFERENCES 14.04
		TRAVEL TO MEETING		001 5-599-1-6240	MEETING & CONFERENCES 16.20
		TRAVEL TO PRESENTATION		001 5-599-1-6240	MEETING & CONFERENCES 30.24
		TRAVEL TO PRESENTATION		001 5-599-1-6240	MEETING & CONFERENCES 22.14
		=== VENDOR TOTALS ===	99.90		
		=== PACKET TOTALS ===	196,060.10		

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 196,060.10
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 196,060.10

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2015-2016		001-2020	ACCOUNTS PAYABLE	96,395.50-*				
		001-5-110-1-6181	ALLOWANCES - UNIFORMS	813.83	14,950	501.87-	Y	
		001-5-110-1-6230	EDUCATION AND TRAINING	295.00	13,000	1,059.91-	Y	
		001-5-110-2-6310	BUILDING MAINTENANCE/REP	14.19	40,000	13,430.33		
		001-5-110-2-6332	VEHICLE REPAIR	734.12	17,500	6,227.68		
		001-5-110-2-6413	PAYMENT FOR SERVICES	1,009.88	15,000	3,627.32		
		001-5-110-2-6506	OFFICE SUPPLIES	147.59	4,500	1,901.81		
		001-5-110-2-6507	OPERATING SUPPLIES	15.73	17,000	3,465.68		
		001-5-150-1-6182	ALLOWANCES	249.00	500	643.09-	Y	
		001-5-150-2-6310	BUILDING MAINTENANCE/REP	5.15	0	5.15-	Y	
		001-5-150-2-6350	OPERATIONAL EQUIPMENT RE	267.57	8,000	3,342.60		
		001-5-150-2-6413	PAYMENT FOR SERVICES	47.03	200	483.98-	Y	
		001-5-150-2-6414	PRINTING & PUBLISHING EX	97.40	700	551.10		
		001-5-150-2-6504	MINOR EQUIPMENT	1,501.36	4,300	733.94		
		001-5-150-2-6506	OFFICE SUPPLIES	25.70	1,250	433.37		
		001-5-150-2-6507	OPERATING SUPPLIES	55.96	4,500	77.29-	Y	
		001-5-160-1-6230	EDUCATION AND TRAINING	157.00	5,800	3,576.50		
		001-5-160-2-6331	VEHICLE OPERATIONS	709.85	14,000	10,422.50		
		001-5-160-2-6490	CONSULTANT & PROFESSIONA	158.00	1,500	1,142.00		
		001-5-160-2-6530	MEDICAL SUPPLIES	6,706.82	24,000	5,448.38		
		001-5-170-2-6506	OFFICE SUPPLIES	28.30	400	2,629.87-	Y	
		001-5-180-2-6413	PAYMENTS TO OTHER AGENCI	51,561.72	226,000	11,769.94-	Y	
		001-5-290-2-6404	COLLECTION COSTS	1,847.80	440,000	90,320.42-	Y	
		001-5-299-2-6350	OPERATIONAL EQUIPMENT RE	15.64	4,500	104.98-	Y	
		001-5-299-2-6504	MINOR EQUIPMENT	21.97	2,500	2,075.49		
		001-5-299-2-6506	OFFICE SUPPLIES	4.77	500	197.57-	Y	
		001-5-410-2-6413	PAYMENT FOR SERVICES	402.71	16,000	4,643.76-	Y	
		001-5-410-2-6507	OPERATING SUPPLIES	179.63	12,000	1,849.43		
		001-5-430-2-6332	VEHICLE REPAIR	9.10	3,000	333.75-	Y	
		001-5-430-2-6507	OPERATING SUPPLIES	298.76	4,000	1,534.80-	Y	
		001-5-440-2-6332	VEHICLE REPAIR	9.96	1,000	990.04		

PACKET: 03646 0616 COUNCIL

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		001-5-440-2-6507	OPERATING SUPPLIES	1,586.00	30,000	4,134.14-	Y	
		001-5-460-2-6507	OPERATING SUPPLIES	2,295.47	1,500	3,060.90-	Y	
		001-5-499-1-6181	ALLOWANCES - UNIFORMS	323.52	625	276.48		
		001-5-499-2-6420	REFUNDS	173.00	500	162.00		
		001-5-499-2-6501	CHEMICALS	181.56	7,500	343.41-	Y	
		001-5-499-2-6504	MINOR EQUIPMENT	140.00	5,000	4,860.00		
		001-5-599-1-6240	MEETING & CONFERENCES	99.90	3,200	1,237.71-	Y	
		001-5-599-2-6413	PAYMENT FOR SERVICES	108.85	3,000	3,395.03-	Y	
		001-5-599-2-6490	CONSULTANT & PROFESSIONA	8,684.00	55,000	1,037.10-	Y	
		001-5-599-3-6725	OFFICE EQUIPMENT	578.98	1,000	2,370.42-	Y	
		001-5-620-2-6490	CONSULTANT/PROFESSIONAL	14,000.00	8,000	6,356.75-	Y	
		001-5-650-2-6402	ADVERTISING & LEGAL PUBL	55.80	2,500	1,355.74-	Y	
		001-5-650-2-6413	PAYMENT FOR SERVICES	220.91	4,000	2,860.01-	Y	
		001-5-650-2-6506	OFFICE SUPPLIES	220.43	2,250	1,938.15-	Y	
		001-5-650-2-6507	OPERATING SUPPLIES	11.96	3,000	1,072.12-	Y	
		001-5-670-3-6727	CAPITAL EQUIPMENT	323.58	51,000	30,919.47		
		003-2020	ACCOUNTS PAYABLE	668.45-*				
		003-5-114-3-6425	PUBLIC EDUCATION EXPENSE	668.45	4,200	1,369.39-	Y	
		110-2020	ACCOUNTS PAYABLE	22,629.59-*				
		110-5-210-1-6181	ALLOWANCES - UNIFORMS	218.27	4,550	574.07-	Y	
		110-5-210-1-6210	ASSOCIATION DUES	184.00	2,500	1,952.00		
		110-5-210-2-6331	VEHICLE OPERATIONS	42.29	37,000	13,204.75		
		110-5-210-2-6332	VEHICLE REPAIR	1,764.60	18,000	8,860.20		
		110-5-210-2-6350	OPERATIONAL EQUIPMENT RE	2,546.86	12,000	27,915.97-	Y	
		110-5-210-2-6417	STREET MAINTENANCE SUPPL	4,935.03	80,000	3,566.54		
		110-5-210-2-6501	CHEMICALS	45.98	400	234.12		
		110-5-210-2-6507	OPERATING SUPPLIES	6,856.62	15,000	1,988.83		
		110-5-210-3-6728	CAPITAL IMPROVEMENTS	5,604.09	33,000	16,801.32		
		110-5-230-2-6350	OPERATIONAL EQUIPMENT RE	431.85	7,500	2,896.65		
		160-2020	ACCOUNTS PAYABLE	1,550.00-*				
		160-5-520-2-6413	PAYMENT FOR SERVICES	1,050.00	56,988	2,038.00-	Y	
		160-5-520-2-6490	CONSULTANT & PROFESSIONA	500.00	15,000	14,430.05		
		420-2020	ACCOUNTS PAYABLE	47,755.01-*				
		420-5-599-2-6407	ARCHITECTURE & ENGINEERI	47,755.01	151,940	136,286.04-	Y	
		425-2020	ACCTS PAYABLE	24,748.68-*				
		425-5-410-4-6728	CAPITAL IMPROVEMENTS	24,748.68	200,000	17,522.77-	Y	
		600-2020	ACCOUNTS PAYABLE	2,118.13-*				
		600-5-810-1-6181	ALLOWANCES - UNIFORMS	583.52	1,500	42.50		
		600-5-810-2-6350	OPERATIONAL EQUIPMENT RE	486.89	1,000	293.20		
		600-5-810-2-6507	OPERATING SUPPLIES	1,047.72	65,000	47,536.99		
		610-2020	ACCOUNTS PAYABLE	192.05-*				
		610-5-815-1-6181	ALLOWANCES - UNIFORMS	192.05	2,500	350.00		
		740-2020	ACCOUNTS PAYABLE	2.69-*				
		740-5-865-2-6507	OPERATING SUPPLIES	2.69	8,500	7,861.48		
		999-1300	DUE FROM 001-GENERAL FUN	96,395.50 *				

PACKET: 03646 0616 COUNCIL

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		999-1302	DUE FROM 003-T&A POLICE/	668.45 *				
		999-1303	DUE FROM 110-ROAD USE TA	22,629.59 *				
		999-1307	DUE FROM 160-ECONOMIC DE	1,550.00 *				
		999-1317	DUE FROM 600-WATER FUND	2,118.13 *				
		999-1324	DUE FROM 740-STORM WATER	2.69 *				
		999-1331	DUE FROM 610-SEWER FUND	192.05 *				
		999-1405	DUE FROM 420 STORM WATER	47,755.01 *				
		999-1425	DUE FROM 425	24,748.68 *				
			** 2015-2016 YEAR TOTALS	196,060.10				

PACKET: 03646 0616 COUNCIL
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	6/2016	96,395.50
003	6/2016	668.45
110	6/2016	22,629.59
160	6/2016	1,550.00
420	6/2016	47,755.01
425	6/2016	24,748.68
600	6/2016	2,118.13
610	6/2016	192.05
740	6/2016	2.69

NO ERRORS NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6c
For Meeting of 06.16.2016

ITEM TITLE: Resolution for Consideration Accepting Public Infrastructure for Silverado Ranch Estates Plat 2

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: The Silverado Ranch Estates Plat 2 contains 31 lots that will be an extension of Silverado Dr. The developer’s engineer, Civil Design Advantage, has submitted documentation that the improvements have been installed in accordance with the plans and specifications. A site inspection performed on June 9, 2016 found only very minor items yet to be completed. The contractors have provided the necessary bonds. With the acceptance of these improvements the 4 year maintenance bonds will start. The developer, Silverado JV15, LLC is now asking the City to accept the following improvements:

STREETS

- 3,040’ of 24’ wide concrete without curb & gutter

SANITARY SEWER

- 2,578’ of 8” sanitary sewer main
- 13 manholes

STORM SEWER

- 441’ of various sized storm sewer main

WATER

- 3,148’ of 8” water main
- 9 valves
- 4 fire hydrants

<p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____</p> <p>Funding Source: <u> N/A </u></p> <p>APPROVED FOR SUBMITTAL _____ Jean Furler, Interim City Manager</p>
--

STAFF RECOMMENDATION: Approval of the resolution.

RESOLUTION NO

**RESOLUTION ACCEPTING IMPROVEMENTS
KNOWN AS SILVERADO RANCH ESTATES PLAT 2**

WHEREAS, the owner/developer Silverado JV15 Ridge LLC contracted with Civil Design Advantage to prepare construction plans and specifications for The Estates on the Ridge Plat 2; and,

WHEREAS, Civil Design Advantage is responsible for overseeing all the infrastructure improvements including the installation of the site grading and sub-grade preparation, sanitary sewer, streets, storm water, and water mains; and,

WHEREAS, Civil Design Advantage has submitted a letter stating that the work of constructing the site grading, sanitary sewer, storm water, streets, and water mains have been completed and substantially complies with the terms, conditions, and stipulations of the plans and specifications; and,

WHEREAS, Silverado JV15 LLC desire to dedicate the sanitary sewer, storm water, streets, and water main improvements to the City of Norwalk as public improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that said public improvements be formally accepted and approved at this time.

Passed and approved this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6d
For Meeting of 06.16.2016

ITEM TITLE: Resolution for Consideration Accepting Public Infrastructure for the Estates on the Ridge Plat 2

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: The Estates on the Ridge Plat 2 contains 26 lots that will be an extension of Autumn Sage Circle. The developer’s engineer, Civil Design Advantage, has submitted documentation that the improvements have been installed in accordance with the plans and specifications. A site inspection performed on May 26, 2016 found only minor items outstanding, all of which have been addressed. The contractors have provided the necessary bonds. With the acceptance of these improvements the 4 year maintenance bonds will start. The developer, Estates on the Ridge, LLC is now asking the City to accept the following improvements:

STREETS

- 2,675’ of 28’ and 31’ wide concrete

SANITARY SEWER

- 2,578’ of 8” sanitary sewer main
- 13 manholes

STORM SEWER

- 2,876’ of various sized storm sewer main
- 9 manholes
- 18 intakes

WATER

- 2,675’ of 8” water main
- 5 valves
- 5 fire hydrants

<p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____</p> <p>Funding Source: <u> N/A </u></p> <p>APPROVED FOR SUBMITTAL _____ Jean Furler, Interim City Manager</p>
--

STAFF RECOMMENDATION: Approval of the resolution.

RESOLUTION NO

**RESOLUTION ACCEPTING IMPROVEMENTS
KNOWN AS ESTATES ON THE RIDGE PLAT 2**

WHEREAS, the owner/developer Estates on the Ridge LLC contracted with Civil Design Advantage to prepare construction plans and specifications for The Estates on the Ridge Plat 2; and,

WHEREAS, Civil Design Advantage is responsible for overseeing all the infrastructure improvements including the installation of the site grading and sub-grade preparation, sanitary sewer, streets, storm water, and water mains; and,

WHEREAS, Civil Design Advantage has submitted a letter stating that the work of constructing the site grading, sanitary sewer, storm water, streets, and water mains have been completed and substantially complies with the terms, conditions, and stipulations of the plans and specifications; and,

WHEREAS, Estates on the Ridge LLC desire to dedicate the sanitary sewer, storm water, streets, and water main improvements to the City of Norwalk as public improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that said public improvements be formally accepted and approved at this time.

Passed and approved this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6e
For Meeting of 6.16.2016

ITEM TITLE: Consideration and Action on a Resolution Approving Temporary Construction Easements for the ground surrounding Elizabeth Holland Park.

CONTACT PERSON: Wade Wagoner, Economic Development Director (likely absent week of meeting)
Tim Hoskins, Public Works Director

SUMMARY EXPLANATION:

Elizabeth Holland Park proposes incorporating a regional storm water retention project. It is necessary for the city to secure temporary construction easements from four surrounding property owners for the installation of the infrastructure. Veenstra & Kimm, Inc., the City's professional engineering firm and Wade Wagoner are negotiating the necessary easements with the property owners. There is no cost associated with these easements.

COST: None

Resolution Ordinance Contract Other (Specify) _____

Funding Source: _____ NA _____

APPROVED FOR SUBMITTAL _____

Wade R. Wagoner AICP LEED GA

STAFF RECOMMENDATION: Adopt resolution by roll call vote.

RESOLUTION NO. _____

Resolution approving the execution of temporary construction easements for the regional storm water retention facility within Elizabeth Holland Park

WHEREAS, the Elizabeth Holland Park regional storm water retention facility improvement project is proposed place north side of Colonial Parkway east of Sunset Drive and south of Beardsley Street; and,

WHEREAS, The Elizabeth Holland Park regional storm water retention facility requires the attached Temporary Construction Easements on and through property owned by the individuals on the attached documents; and,

WHEREAS, the Project Engineer and Economic Development Director are negotiating the needed easements with the property owners on the City's behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA, that the proposed easements be approved by the City of Norwalk; and the Mayor is authorized to execute said document on behalf of the City; and the City Clerk is hereby authorized to attest to the signature of the Mayor thereon.

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

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Riva	___	___	___
Kuhl	___	___	___
Isley	___	___	___
Lester	___	___	___
Livingston	___	___	___

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: City of Norwalk, 705 North Avenue, Norwalk, IA 50211

Easement No. 1

TEMPORARY CONSTRUCTION EASEMENT FOR GRADING

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ Farms of Holland, L.L.C. _____, of the County of Warren, State of Iowa, (hereinafter "Grantor"). in consideration of \$_____ hand paid by the CITY OF NORWALK, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Norwalk, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a temporary construction easement for grading under, over, on, through and across the following described real estate:

Outlot U, Outlot V, Outlot X and Outlot Y, all in Farms of Holland Plat 2, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described in four (4) segments as follows:

Segment 1

All of said Outlot U, Farms of Holland Plat 2.

Containing 196,796 square feet or 4.52 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 1 of 4.

Segment 2

All of said Outlot V, Farms of Holland Plat 2.

Containing 35,778 square feet or 0.82 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 2 of 4.

Segment 3

All of said Outlot X, Farms of Holland Plat 2.

Containing 71,108 square feet or 1.63 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 3 of 4.

Segment 4

Temporary easement segment 4 being more particularly described as follows:

Beginning at the Southeast corner of said Outlot Y, said point being the beginning of a curve concave Southerly, having a radius of 230.00 feet and a chord which bears North $78^{\circ}19'10''$ West, 172.48 feet; thence Northwesterly, along said curve and South line of said Outlot Y through a central angle of $44^{\circ}02'39''$ an arc distance of 176.80 feet to a point of reverse curvature and the beginning of a curve concave Northerly, having a radius of 970.00 feet and a chord which bears South $84^{\circ}44'36''$ West, 171.95 feet; thence Southwesterly, along said curve and said South line through a central angle of $10^{\circ}10'12''$ an arc distance of 172.17 feet; thence South $89^{\circ}49'42''$ West, 164.38 feet along said South line to the Southwest corner thereof; thence North $00^{\circ}05'39''$ West, 50.00 feet along the West line of said Outlot Y; thence North $89^{\circ}49'42''$ East, 164.31 feet; thence North $84^{\circ}35'28''$ East, 208.10 feet; thence North $33^{\circ}42'10''$ East, 130.28 feet; thence North $15^{\circ}35'19''$ West, 122.14 feet to the beginning of a curve concave Southwesterly having a radius of 950.00 feet and a chord which bears North $25^{\circ}47'53''$ West, 336.77 feet; thence Northwesterly, along said curve through a central angle of $20^{\circ}25'09''$ an arc distance of 338.56 feet; thence North $36^{\circ}00'28''$ West, 57.47 feet; thence South $65^{\circ}59'39''$ West, 185.57 feet; thence South $89^{\circ}54'21''$ West, 61.94 feet to said West line of Outlot Y; thence North $00^{\circ}05'39''$ West, 80.00 feet along said West line to the Northwest corner thereof; thence North $89^{\circ}54'21''$ East, 45.00 feet along the North line thereof; thence North $65^{\circ}59'39''$ East, 233.41 feet along said North line to the Northeast corner thereof; thence South $36^{\circ}00'28''$ East, 122.25 feet along the East line of said Outlot Y to the beginning of a curve concave Southwesterly having a radius of 1,030.00 feet and a chord which bears South $25^{\circ}47'53''$ East, 365.14 feet; thence Southeasterly, along said curve and said East line through a central angle of $20^{\circ}25'09''$ an arc distance of 367.07 feet; thence South $15^{\circ}35'19''$ East, 264.37 feet along said East line; thence South $33^{\circ}42'10''$ West, 98.15 feet along said East line to the point of beginning.

Containing 111,581 square feet or 2.56 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 4 of 4.

The temporary construction easement is for the purpose of the City to deliver soils and construct preliminary grading of the easement area including excavation, embankment or fill construction, preliminary site grading, and transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

In connection herewith it is specifically agreed that by this temporary easement, the City, its employees, agents or representatives shall have the right to enter upon said premises as shall be necessary to construct the aforementioned excavation, embankment or fill, grading, and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

Approved soils shall be delivered and placed in accordance with the Amended Development Agreement between the Grantor and the City dated May ____, 2016.

The preliminary grading of the easement area shall be as shown on in the grading plan for the "Beardsley Regional Stormwater Detention Phase 2 - Grading and Drainage" plans. Transition grading from the existing topography to the proposed topography of the regional stormwater detention facility shall be generally at a grade of 5 feet horizontal to 1 foot vertical (5:1) in areas where necessary.

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan as incorporated into the aforementioned plans.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance with grass.

The temporary construction easement shall be for a period of 12 months from the date of construction at which time the temporary construction easement will cease and terminate.

That the Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF, the foregoing has been entered into and executed this ____ day of _____, 20____ .

Farms of Holland, L.L.C.

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared

to me known, who, being by me duly sworn, to be the

of the Iowa limited liability company executing the foregoing instrument, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained; and that _____
acknowledged the execution of the instrument to be the voluntary act and deed of the Iowa limited liability company.

In witness whereof, I hereunto set my hand and official seal.

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

This section to be completed by City

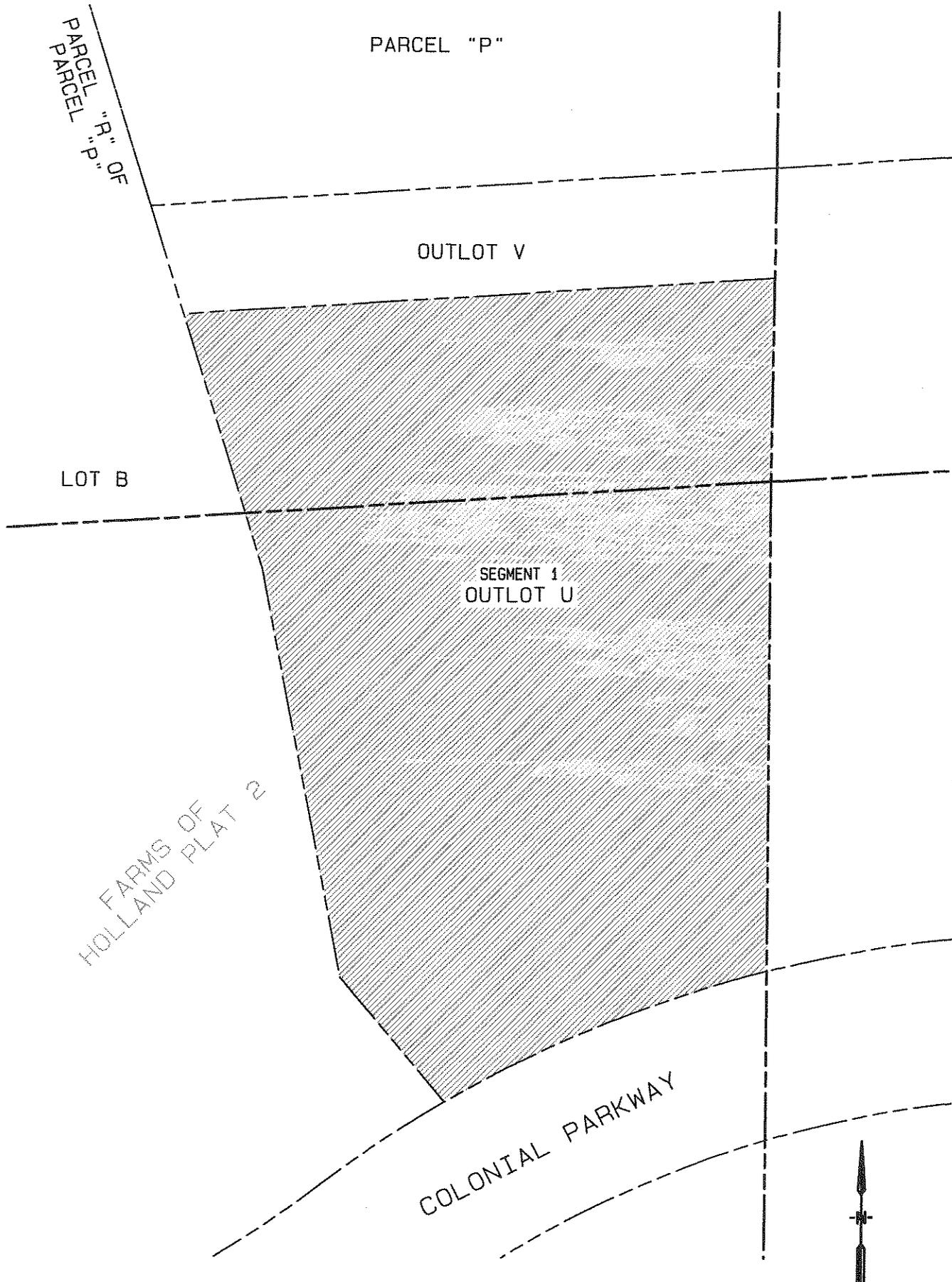
Accepted by Resolution of the City Council of the City of Norwalk on the _____ day of _____, 20_____.

EXHIBIT 'A' EASEMENT DRAWING

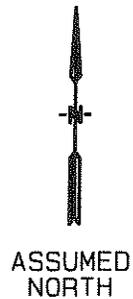
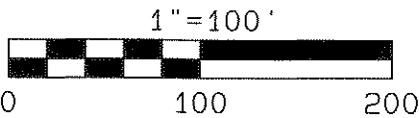
OWNER:
FARMS OF HOLLAND, LLC

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

PARCEL ID:
64177024000



EASEMENT AREA
196,796 SQUARE FEET
OR 4.52 ACRES



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-15
A.C.	



TEMPORARY EASEMENT IN
OUTLOT U, FARMS OF
HOLLAND PLAT 2

DWG. NO.

E-1
1 OF 4

VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

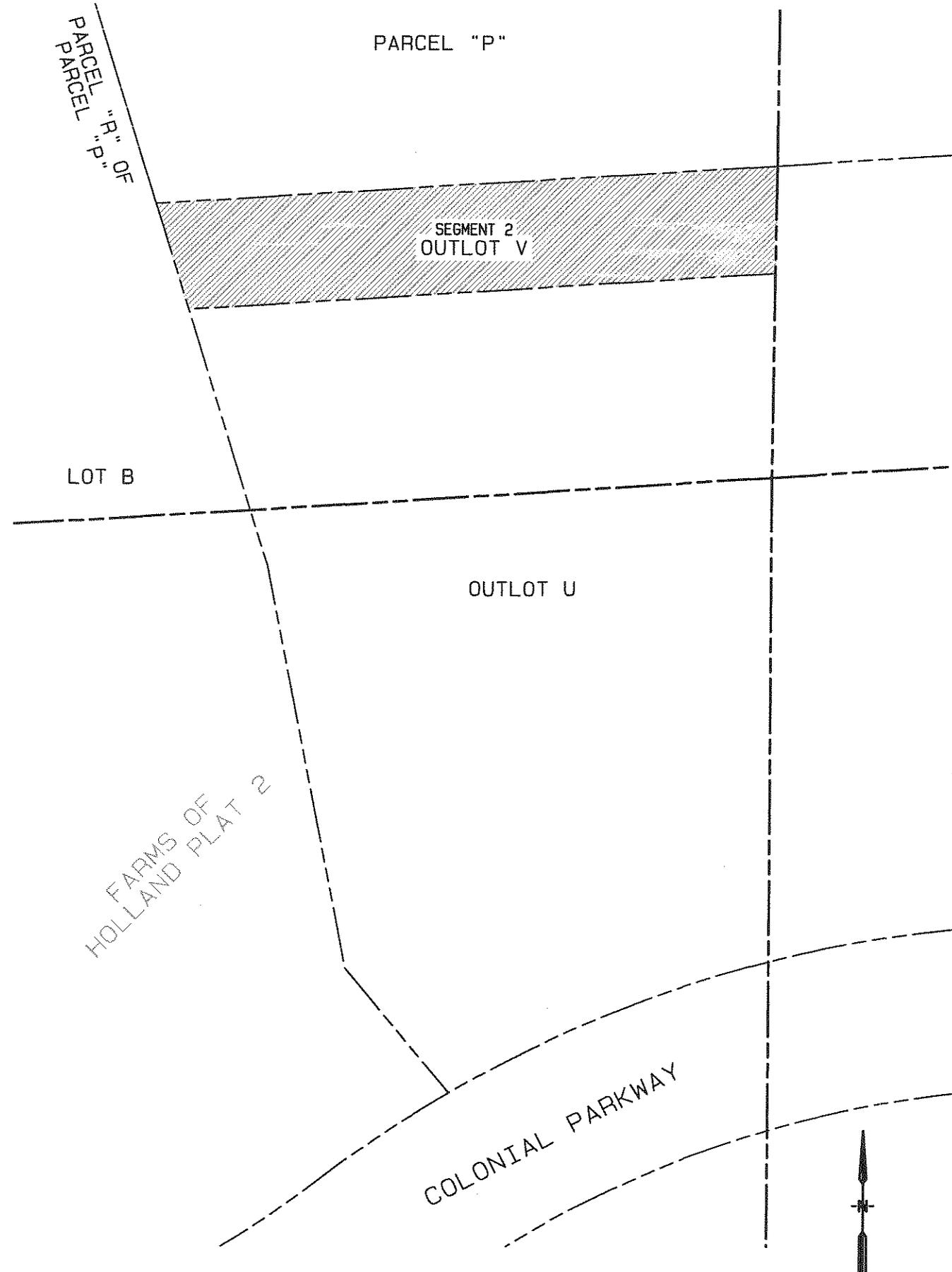
PROJECT 14278

EXHIBIT 'A' EASEMENT DRAWING

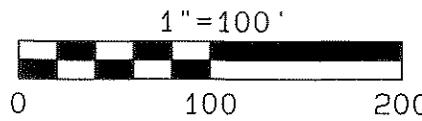
OWNER:
FARMS OF HOLLAND, LLC

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

PARCEL ID:
64177025000



 EASEMENT AREA
35,778 SQUARE FEET
OR 0.82 ACRES



REV 1 05-23-16: CORRECTED AREA

SCALE	1"=100'		TEMPORARY EASEMENT IN OUTLOT V, FARMS OF HOLLAND PLAT 2	DWG. NO.
DRAWN	TJP			REV 1
CHECKED	BJM			E-1
APPROVED	AJB			2 OF 4
DATE	04-19-16	VEENSTRA & KIMM, INC.	3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)	PROJECT
A.C.				14278

EXHIBIT 'A' EASEMENT DRAWING

OWNER:
FARMS OF HOLLAND, LLC

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

PARCEL ID:
64177026000

BEARDSLEY STREET

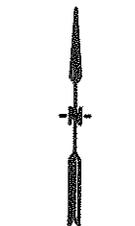
DEED
BK2004 PG7454

IOWA HIGHWAY 28

SEGMENT 3
OUTLOT X

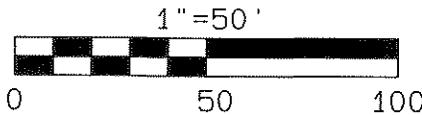
FARMS OF
HOLLAND PLAT 2

LOT B



ASSUMED
NORTH

 EASEMENT AREA
71,108 SQUARE FEET
OR 1.63 ACRES



SCALE	1"=50'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-16
A.C.	



TEMPORARY EASEMENT IN
OUTLOT X, FARMS OF
HOLLAND PLAT 2

DWG. NO.

E-1
3 OF 4

VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

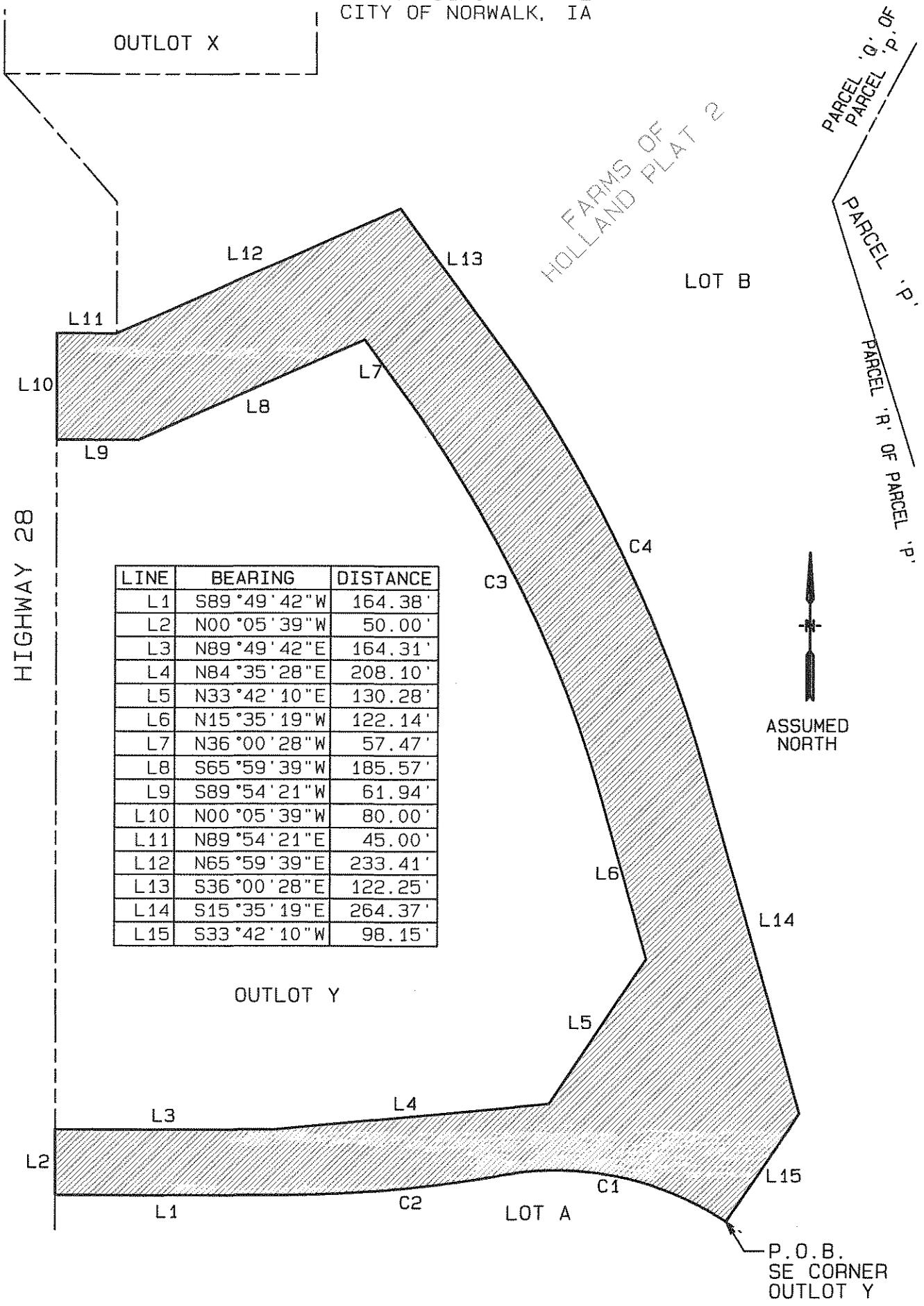
PROJECT 14278

OWNER:
FARMS OF HOLLAND, LLC

EXHIBIT 'A' EASEMENT DRAWING

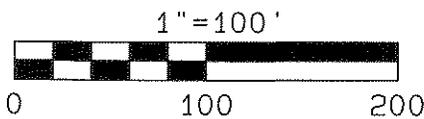
PARCEL ID:
64177027000

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA



LINE	BEARING	DISTANCE
L1	S89°49'42"W	164.38'
L2	N00°05'39"W	50.00'
L3	N89°49'42"E	164.31'
L4	N84°35'28"E	208.10'
L5	N33°42'10"E	130.28'
L6	N15°35'19"W	122.14'
L7	N36°00'28"W	57.47'
L8	S65°59'39"W	185.57'
L9	S89°54'21"W	61.94'
L10	N00°05'39"W	80.00'
L11	N89°54'21"E	45.00'
L12	N65°59'39"E	233.41'
L13	S36°00'28"E	122.25'
L14	S15°35'19"E	264.37'
L15	S33°42'10"W	98.15'

EASEMENT AREA
111,581 SQUARE FEET
OR 2.56 ACRES



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-16
A.C.	



VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

TEMPORARY EASEMENT IN
PART OF OUTLOT Y, FARMS
OF HOLLAND PLAT 2

DWG. NO.

E-1

4 OF 4

PROJECT 14278

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: City of Norwalk, 705 North Avenue, Norwalk, IA 50211

Easement No. 2

**TEMPORARY CONSTRUCTION EASEMENT
FOR GRADING**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, City State Bank, of the County of Warren, State of Iowa, (hereinafter "Grantor"). in consideration of \$_____ hand paid by the CITY OF NORWALK, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Norwalk, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a temporary construction easement for grading under, over, on, through and across the following described real estate:

Outlot B, Farms of Holland Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described as follows:

All of said Outlot B, Farms of Holland Plat 1.

Containing 179,923 square feet or 4.13 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A".



The temporary construction easement is for the purpose of the City to deliver soils and construct preliminary site grading of the easement area including excavation, embankment or fill construction, preliminary site grading, and transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

In connection herewith it is specifically agreed that by this temporary easement, the City, its employees, agents or representatives shall have the right to enter upon said premises as shall be necessary to construct the aforementioned excavation, embankment or fill, grading, and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

The preliminary site grading of the easement area shall be as provided by the Grantor, now incorporated into the grading plan for the "Beardsley Regional Stormwater Detention Phase 2 - Grading and Drainage" plans.

Approved soils shall be delivered and placed in accordance with the aforementioned plans and specifications, and the Amended Development Agreement between Farms of Holland, L.L.C. and the City dated May ____, 2016.

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan as incorporated into the aforementioned plans.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance with grass.

That the Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

The Temporary construction easement shall be for a period of 12 months from the date of execution at which time the temporary construction easement will cease and terminate.

This easement is conditioned upon Grantee assuming the responsibility of ensuring that all of Grantee's Employees, Representatives, Contractors, and/or agents or other parties upon the property at the bequest or direction of Grantee shall be properly insured. Grantee shall hold Grantor harmless for all liabilities arising from Grantee's use of Grantor's property.

Liabilities related to ground water or erosion shall be as addressed in the aforementioned Development Agreement.

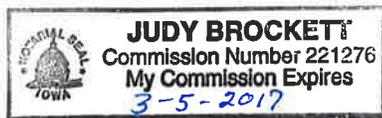


IN WITNESS WHEREOF, the foregoing has been entered into and executed this 10th day of June, 20 16.

Sam President
City State Bank

STATE OF Warren Iowa)
)ss.
COUNTY OF Warren)

On this 10th day of June, 20 16, before me, a Notary Public in and for said State and county, personally appeared Steve Albrecht (signatory name), to me personally known, who being by me duly sworn or affirmed did say that that person is President (official title) of said City State Bank (name of corporation or association) and that said instrument was signed on behalf of the said corporation or association by authority of its board of directors or trustees and the said Steve Albrecht, president (signatory name) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation or association by it voluntarily executed.



Judy Brockett
Notary Public in and for the State of IA
My commission expires 3-5, 2017

This section to be completed by City

Accepted by Resolution of the City Council of the City of Norwalk on the _____ day of _____, 20____.

EXHIBIT 'A'

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

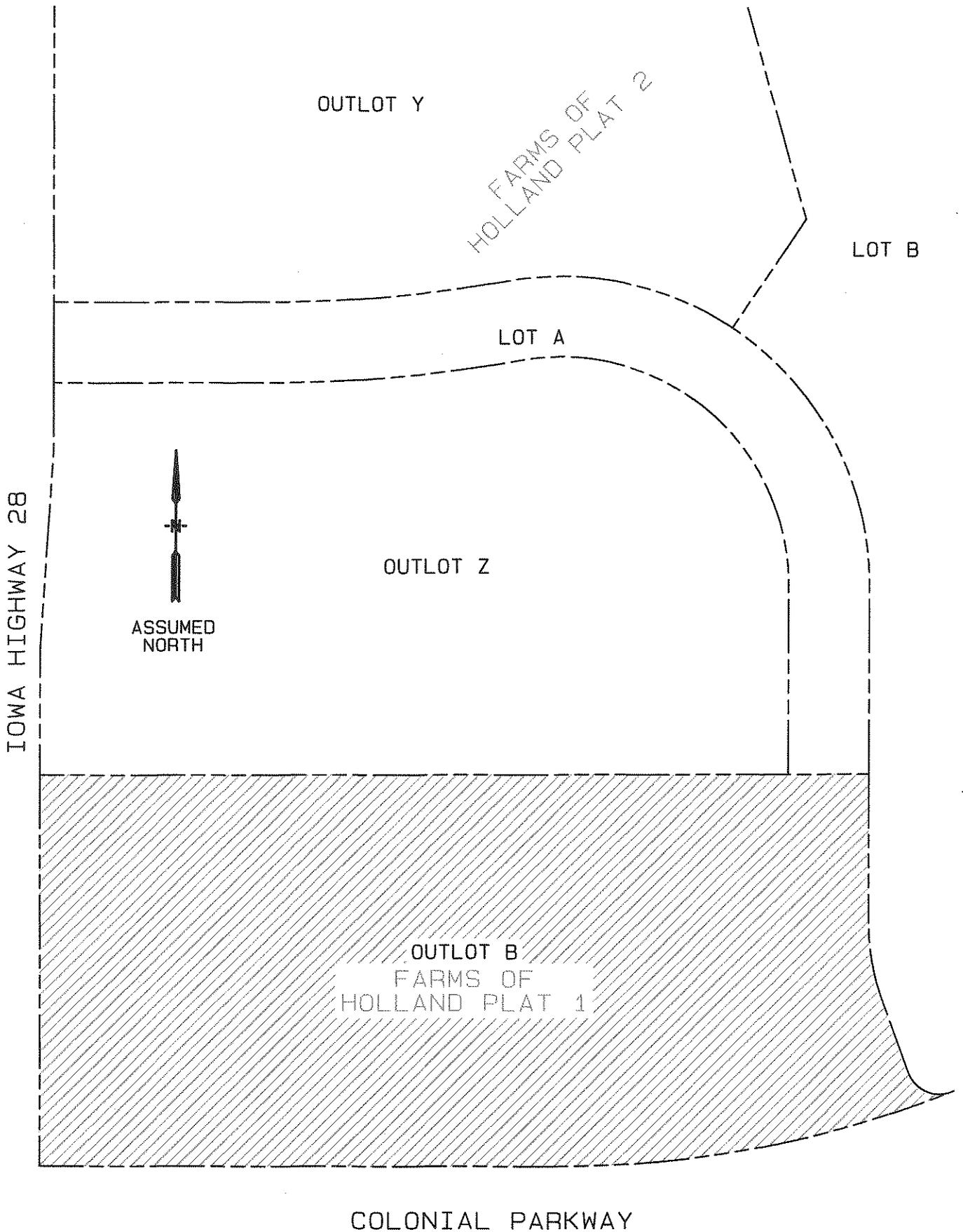
OWNER:

CITY STATE BANK

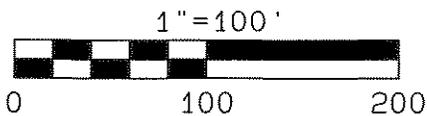
BOOK 2014 PAGE 5372

PARCEL ID:

64177012000



 EASEMENT AREA
179,923 SQUARE FEET
OR 4.13 ACRES



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-16
A. C.	



VEENSTRA & KIMM, INC.

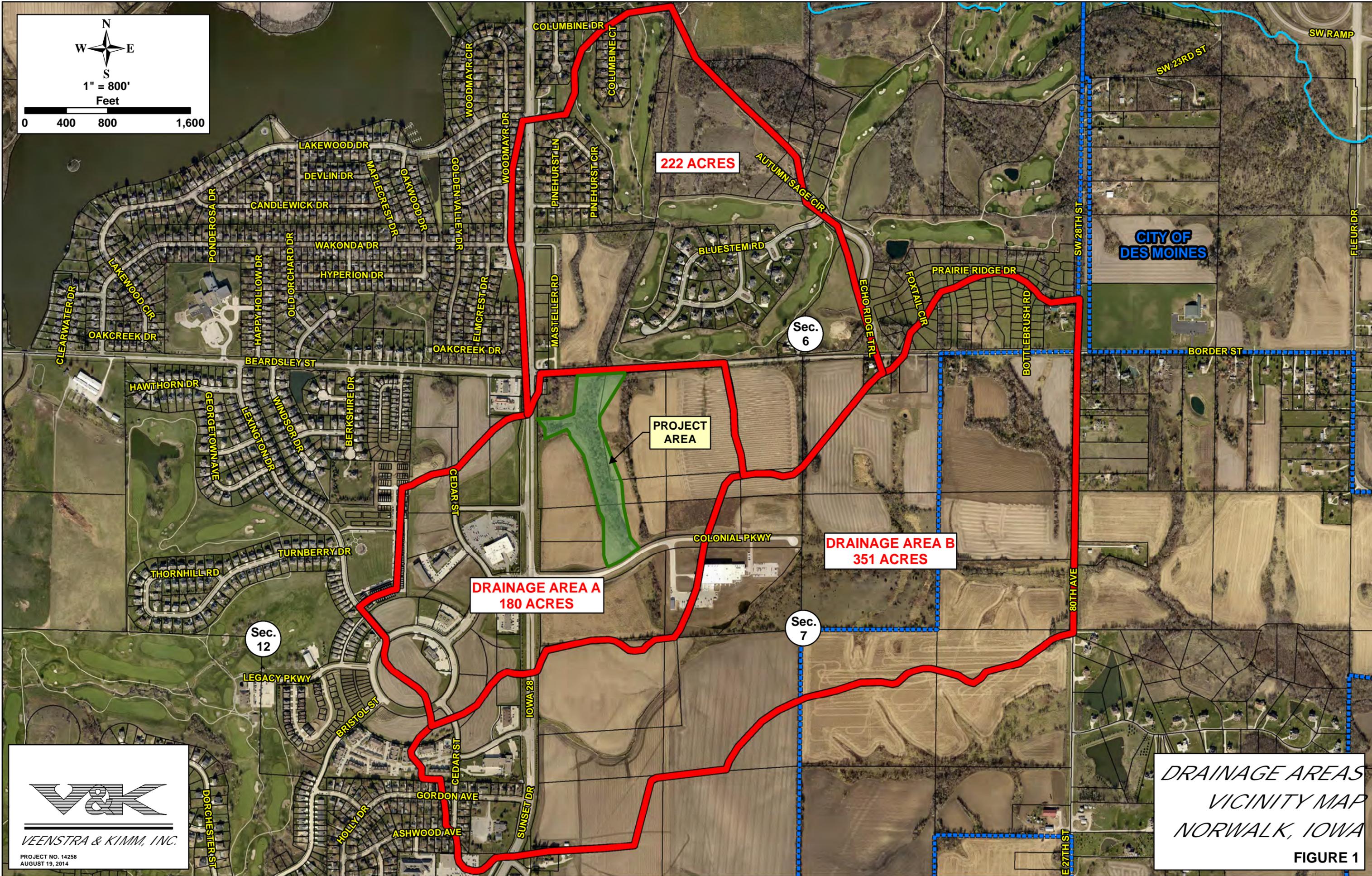
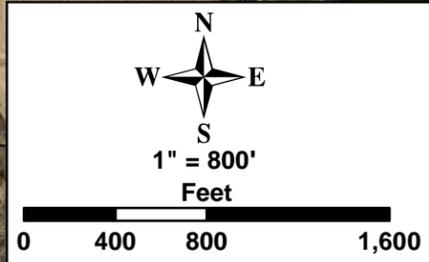
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

TEMPORARY EASEMENT IN
OUTLOT B, FARMS OF
HOLLAND PLAT 1

DWG. NO.

E-2
1 OF 1

PROJECT 14278



VEENSTRA & KIMM, INC.
 PROJECT NO. 14258
 AUGUST 19, 2014

*DRAINAGE AREAS
 VICINITY MAP
 NORWALK, IOWA*
FIGURE 1

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: City of Norwalk, 705 North Avenue, Norwalk, IA 50211

Easement No. 3

TEMPORARY CONSTRUCTION EASEMENT FOR GRADING

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ KFH, L.L.C. _____, of the County of Warren, State of Iowa, (hereinafter "Grantor"). in consideration of \$_____ hand paid by the CITY OF NORWALK, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Norwalk, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a temporary construction easement for grading under, over, on, through and across the following described real estate:

Outlot Z, Farms of Holland Plat 2, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described as follows:

All of said Outlot Z, Farms of Holland Plat 2.

Containing 159,855 square feet or 3.67 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A".

The temporary construction easement is for the purpose of the City to deliver soils and construct preliminary site grading of the easement area including excavation, embankment or fill construction, preliminary site grading, and transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

In connection herewith it is specifically agreed that by this temporary easement, the City, its employees, agents or representatives shall have the right to enter upon said premises as shall be necessary to construct the aforementioned excavation, embankment or fill, grading, and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

The preliminary site grading of the easement area shall be as provided by the Grantor, now incorporated into the grading plan for the "Beardsley Regional Stormwater Detention Phase 2 - Grading and Drainage" plans.

Approved soils shall be delivered and placed in accordance with the aforementioned plans and specifications, and the Amended Development Agreement between Farms of Holland, L.L.C. and the City dated May _____, 2016.

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan as incorporated into the aforementioned plans.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance with grass.

The temporary construction easement shall be for a period of 12 months from the date of construction at which time the temporary construction easement will cease and terminate.

That the Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF, the foregoing has been entered into and executed this 3rd day of June, 2016.

Denis L. Frischmeyer
KFH, L.L.C.

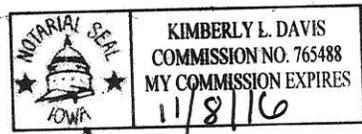
STATE OF Iowa)
)ss.
COUNTY OF Warren)

On this 3 day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

Denis L. Frischmeyer
to me known, who, being by me duly sworn, to be the
manager

of the Iowa limited liability company executing the foregoing instrument, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained; and that Denis L. Frischmeyer acknowledged the execution of the instrument to be the voluntary act and deed of the Iowa limited liability company.

In witness whereof, I hereunto set my hand and official seal.



Kimberly L. Davis
Notary Public in and for the State of Iowa
My commission expires 11/8, 2016

This section to be completed by City

Accepted by Resolution of the City Council of the City of Norwalk on the _____ day of _____, 20____.

EXHIBIT 'A'

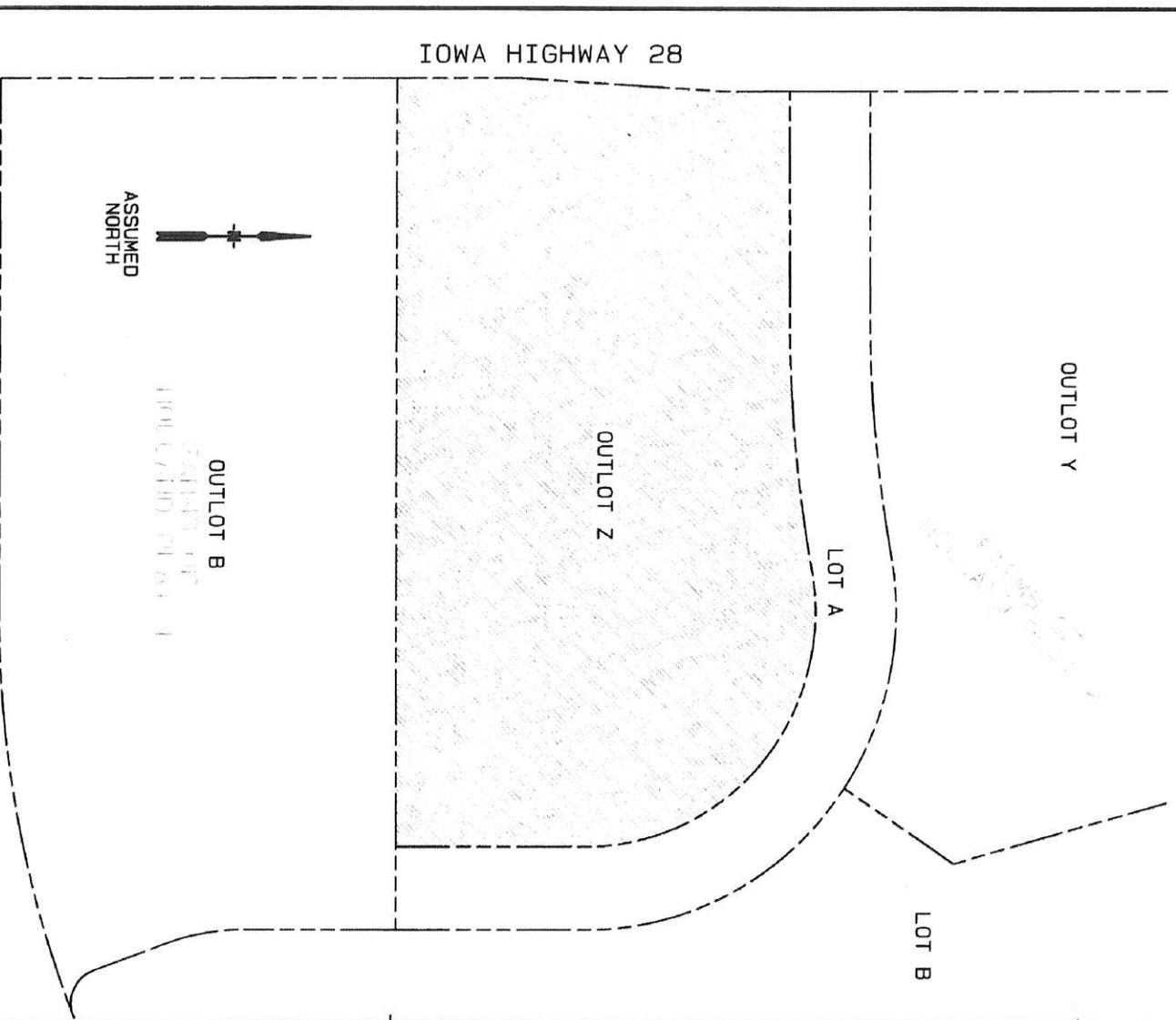
EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORMALK, IA

OWNER:
KFH, LLC

BOOK 2016 PAGE 3876

PARCEL ID:
64177028000



EASEMENT AREA
159,835 SQUARE FEET
OR 3.67 ACRES



REV 1 05-31-18; CORRECTED OWNERSHIP

SCALE	1"=100'		TEMPORARY EASEMENT IN OUTLOT Z, FARMS OF HOLLAND PLAT 2	DMG. NO.	
DRAWN	TJP			REV 1	E-3
CHECKED	BJM			1 OF 1	
APPROVED	AJB				
DATE	04-19-18	VEENSTRA & KIMM, INC.		3000 Westown Parkway • West Des Moines, Iowa 50266-1320	
A.C.				515-225-8000 • 515-225-7648 (FAO) • 800-241-8000 (MATS)	
				PROJECT	14278

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: City of Norwalk, 705 North Avenue, Norwalk, IA 50211

Easement No. 4

TEMPORARY CONSTRUCTION EASEMENT FOR GRADING

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, United Properties Investments Company, L.C., of the County of Warren, State of Iowa, (hereinafter "Grantor"), in consideration of \$_____ hand paid by the CITY OF NORWALK, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Norwalk, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a temporary construction easement for grading under, over, on, through and across the following described real estate:

Parcel 'P' of the Northwest fractional 1/4 of the Northwest 1/4 of Section 7, Township 77 North, Range 24 West of the 5th P.M., as described in Book 2014 on Page 8723 in the Warren County Recorder's Office, EXCEPTING THEREFROM Parcel 'R' and Parcel 'Q' of said Parcel 'P' as described in Book 2016 on Page 1450 in said Warren County Recorder's Office, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 'P'; thence South 86°26'02" West, 460.33 feet along the South line of said Parcel 'P' to the Southeast corner of said Parcel 'R'; thence North 17°15'56" West, 529.95 feet along the East line of said Parcel 'Q' to the South corner of said Parcel 'Q'; thence North 27°32'42" East, 593.71 feet along the East line thereof to the South right-of-way of Beardsley Street; thence South 00°00'00" West, 259.50 feet; thence South 27°32'42" West, 314.17 feet; thence South 17°15'56" East, 478.85 feet; thence North 86°26'02" East, 346.23 feet to the East line of said Parcel 'P'; thence South 00°27'08" West, 30.07 feet along said East line to the point of beginning.

Containing 127,099 square feet or 2.92 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A".

14278
04-18-16

The temporary construction easement is for the purpose of the City to construct transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

In connection herewith it is specifically agreed that by this temporary easement, the City, its employees, agents or representatives shall have the right to enter upon said premises as shall be necessary to construct excavation and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

The final grading of the temporary easement area shall transition from the existing topography to the proposed topography of the regional stormwater detention facility generally at a grade of 5 feet horizontal to 1 foot vertical (5:1).

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan for the temporary easement area.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance with grass.

The temporary construction easement shall be for a period of 12 months from the date of construction at which time the temporary construction easement will cease and terminate.

That the Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

EXHIBIT 'A'

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

OWNER:
UNITED PROPERTIES
INVESTMENT COMPANY, L.C.

BOOK 2014 PAGE 9619

PARCEL ID:

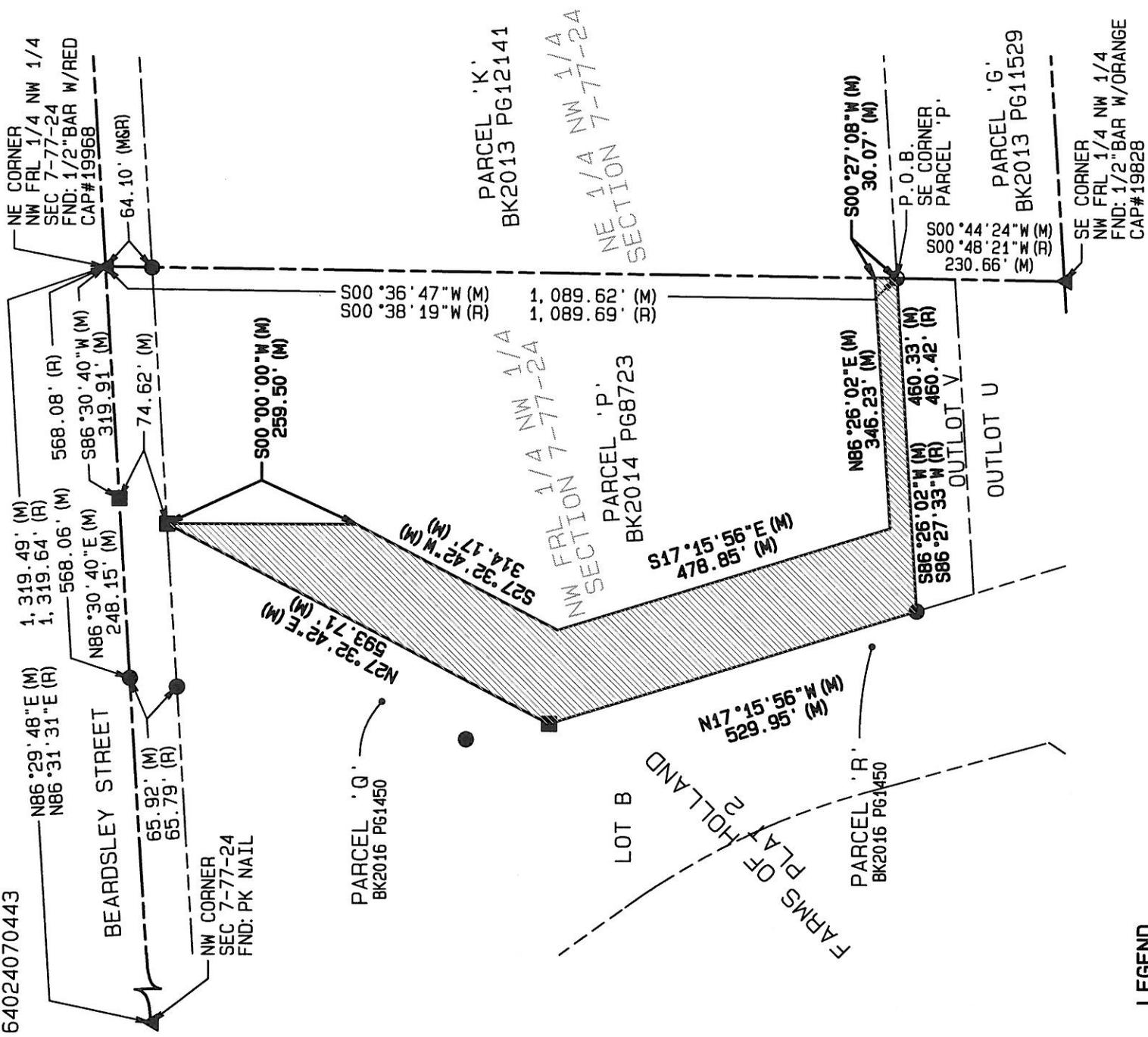
64024070443

ADDRESS:

7500 BLOCK OF
BEARDSLEY STREET
NORWALK, IA 50211

DATE OF SURVEY:

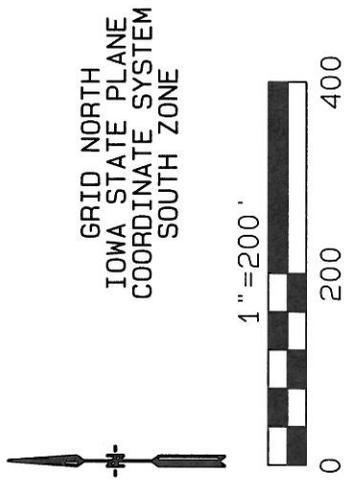
OCTOBER 2015



LEGEND

- ▲ FOUND SECTION CORNER AS NOTED
- ⊕ FOUND 1/2" I.P. W/YELLOW CAP# 12386
- FOUND 1/2" BAR W/ORANGE CAP# 19828
- FOUND 5/8" BAR W/YELLOW CAP# 19960
- (R) RECORDED BEARING OR DISTANCE
- (M) MEASURED BEARING OR DISTANCE

- EASEMENT AREA
127,099 SQUARE FEET



SCALE 1"=200'

DRAWN TJP

CHECKED BJM

APPROVED AUB

DATE 01-04-16

A.C.



TEMPORARY EASEMENT IN
PARCEL 'P', NW FRL 1/4
NW 1/4 SEC 7-77-24

DWG. NO.

E-4

1 OF 1

PROJECT 14278

VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6f
For Meeting of 06.16.2016

ITEM TITLE: Resolution Approving an Allocation Funds for Participation in Assisting with Well Improvements at Bedwell Gardens.

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: Bedwell Gardens is located at the southeast corner of the intersection of G-14 and R-57. There exists a shallow hand dug well in the southeast corner of the property from which the owner uses water to assist in the business of operating the greenhouses. Most recently this well has not produced an acceptable amount of water. In 2014 development of Warrior Run north of Bedwell Gardens was taking place. To provide sanitary sewer service to the new subdivision, the City extended sanitary sewer on the easterly land adjoining the Bedwell property. Mr. Bedwell believes that one or both of these activities impacted the well. Discussions with the property owner, the developer of Warrior Run and city staff have been ongoing and resulted with a potential agreement for each of the involved parties agreeing to participate in improving the well. The City's portion to this agreement would not exceed \$5,000.00 and would be paid for from sewer reserves.

<p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____</p> <p>Funding Source: <u>Sewer Reserves</u> _____</p> <p>APPROVED FOR SUBMITTAL _____</p> <p style="text-align: center;">Jean Furler, Interim City Manager</p>
--

STAFF RECOMMENDATION: Approval of the resolution.

RESOLUTION NO

RESOLUTION OF SUPPORT FOR FUNDING OF IMPROVEMENTS TO A WELL AT BEDWELL GARDENS

WHEREAS, the owner and operator of Bedwell Gardens possesses a well on the property for the use in the operation of the greenhouse business; and,

WHEREAS, the well has experienced diminishing production in recent years; and,

WHEREAS, construction of a sanitary sewer trunk main and development in the area possibility contributed to the poor production of the well; and,

WHEREAS, the adjoining developer, Bedwell Gardens, and City Staff have continued discussions to where an investment by each party may bring the problem to a conclusion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, will dedicate not to exceed five thousand dollars (\$5,000.00) to be used for the improvement of the existing well.

Passed and approved this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No6g.
For Meeting of 6.16.2016

ITEM TITLE: HGACBuy Interlocal Contract for Cooperative Purchasing

CONTACT PERSON(S): Jean Furler, Finance Director

SUMMARY EXPLANATION: At a staff meeting Ryan Coburn, Fire Chief asked that the city consider utilizing HGACBuy for purchasing equipment. He indicated that through discussions with other cities the process has been positive and the financial savings substantial. It is a local government cooperative that contracts with eligible entities (government and non-profits) to obtain reduced pricing on goods and services including anything from office supplies to fire trucks. The city does not incur any costs unless an item is purchased. An example is Urbandale purchased a fire truck, saved \$85K through the cooperative and paid \$2,000 for the service.

I asked Brandt Johnson, Intern to call some of the local cities to get their feedback. I attached his report for your review. In addition, for your information I provided a list of Iowa organizations that currently participate.

Iowa

- | | |
|--|-----------------|
| City of Altoona (IA) | Altoona |
| City of Bettendorf (IA) | Bettendorf |
| City of Coralville (IA) | Coralville |
| City of Dubuque (IA) | Dubuque |
| City of Indianola (IA) | Indianola |
| City of Knoxville (IA) | Knoxville |
| City of LeClaire (IA) | LeClaire |
| City of Marshalltown (IA) | Marshalltown |
| City of Pleasant Hill (IA) | Pleasant Hill |
| City of Urbandale (IA) | Urbandale |
| City of Waterloo (IA) | Waterloo |
| City of West Des Moines (IA) | West Des Moines |
| Delaware, Dubuque and Jackson County Regional Transit Authority (IA) | Dubuque |
| Des Moines Airport Authority (IA) | Des Moines |
| Mississippi Bend Area Education Agency (IA) | Bettendorf |
| Region XII Council of Governments (IA) | Carroll |
| Waste Commission of Scott County (IA) | Davenport |

<input type="checkbox"/> Resolution _____ <input type="checkbox"/> Ordinance _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Other (Specify) _____
Funding Source _____
APPROVED FOR SUBMITTAL _____ <div style="text-align: right;">City Manager</div>

STAFF RECOMMENDATION: Approve the HGACBuy Interlocal Contract for Cooperative Purchasing.

Email Responses for H-GAC Effectiveness

Altoona

“Our experience with HGAC has been minimum but positive. We just ordered our first ambulance from them so there hasn’t been much communication between us. They are waiting for the 2017 models to come in. The cost is \$1000 for an ambulance and \$2000 for a fire truck”.

Jerry R. Whetstone, Altoona Fire Chief

West Des Moines

“We purchased the Aries Sewer Camera Truck from Mid Iowa in 2012 off of the HGAC Buy purchasing group. That has been the only purchase.

1. The experience was positive. Pricing was competitive, nothing negative. A little paperwork to become a member but other than that nothing too difficult to purchase off of. The only issues I have found, is it doesn’t work really well for “custom” type orders. We would have liked to use it for fire truck purchases, but due to our usage, we wanted the truck with custom storage, pump panel, etc.. If it is the run of the mill purchase, such as a golf cart, it would work really well. We haven’t used it much due to how many state contracts are out there. Between Iowa and Minnesota, it covers a lot of what we purchase for equipment and vehicles.
2. As far as I know the contractor pays the administrative fee to be part of the cooperative”.

Rian Rasmussen, West Des Moines Fleet Manger

Indianola

“Our participation in HGAC has been a positive one. We have not actually purchased anything from them, but access to the preferred pricing has allowed us to get more competitive local pricing. For example, we can use this price in negotiation from existing vendors. Even for just this reason alone we will continue to be a buyer-participant in HGAC”.

“HGAC fees are all paid for by the vendors. There are other purchasing co-ops that have the buyer paying, but HGAC costs burdens are on the sellers”.

Chris DesPlanques, Indianola Director of Finance

Urbandale

“We’ve only used it once with the latest purchase of our fire apparatus in late 2015. There is no fee related to it unless you buy something, so there are no ongoing costs for us. I’m attaching what I received from our Chief related to the costs associated with purchases through the contract; they are a little dated, but should give you a general idea of what you can expect”.

Nicole Lamb, Urbandale Finance Director

HGACBuy Cooperative Purchasing Program Administrative Fee Schedule (Effective 4/1/2014)		HGACBuy <small>THE SMART PURCHASING SOLUTION</small>
Product or Service Category	Fee Assessment	
VEHICLES:		
Cars, Light Trucks, Utility Vehicles, Vans, Brush Fire/Wildland Units, etc; and Light Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO)	\$ 600 flat per PO	
Medium & Heavy Duty Trucks, Cab/Chassis only w/o Bodies (i.e. exposed frame rails); Ambulance Remounts	\$ 600 flat per PO	
Buses, School & Transit (All Types)	\$ 600 flat per PO	
Medium & Heavy Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO).	\$ 1,000 flat per PO	
Medium & Heavy Duty Trucks w/Bodies supplied from a <i>different</i> contract (i.e. Refuse Collection or Sewer Cleaning contracts; all on a single PO).	\$1,500 per PO	
Ambulances, Complete (All Types)	\$ 1,000 flat per PO	
Fire Apparatus (All Types Except Brush/Wildland)	\$ 2,000 flat per PO	
Truck Bodies and Conversions on separate PO from Cab/Chassis (i.e. Sewer Cleaners, Box Vans, Brush Fire/Wildland Units, Refuse Collection Bodies etc.).	1.5% of total PO amount	
Trailers (All Types)	1.5% of total PO amount	
Wireless Communications Services	1.0% of total PO amount	
ALL OTHER PRODUCTS & SERVICES:	1.5% of total PO amount	
Published Options purchased directly from a contract (separate and apart from the associated base line item)	1.5% of total PO amount	

“It saved us money and was actually a time and effort saver so in my eyes, it is good option. We have not taken delivery of the truck yet – that will be in September. I wouldn’t have any issue recommending H-GAC”.

Jerry Holt, Urbandale Fire Chief



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: () _____ FAX Number: () _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

*** denotes required fields**



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6h
For Meeting of 06.16.2016

ITEM TITLE: Consideration of a Proposed Resolution Authorizing the Finalization of Agreements with Ultra Green Lighting for the installation of Light Emitting Diode (LED) Lighting within City Facilities.

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: The process of converting lighting in municipal facilities has been ongoing with City Hall, Public Safety, and Public Works now completed. Now offered are agreements with Ultra Green Lighting for conversions at the Cherry Street Garage and the McAninch Sports Complex. Ultra Green Lighting is providing preliminary documentation of cost savings using rebates available from MidAmerican Energy for the transition process. This process also provides long term savings due to extended fixture life and reduced energy cost that provides for a short term project return on investment.

Sports Complex:	Investment	\$2,155.47
	Rebate	<u>\$ 569.64</u>
	Net Cost	\$1,585.83

Return on Investment=3.17 years

Cherry St. Garage:	Investment	\$6,665.09
	Rebate	<u>\$2,100.00</u>
	Net Cost	\$4,555.09

Return on Investment=3.02 years

<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____
Funding Source: <u>To be determined for each facility</u>
APPROVED FOR SUBMITTAL _____ <div style="text-align: right; margin-right: 100px;">Jean Furler, Interim City Manager</div>

STAFF RECOMMENDATION: Approval of the resolution.

RESOLUTION NO

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH
ULTRA GREEN LIGHTING FOR THE INSTALLATION OF LIGHT EMITTING DIODE LIGHTING WITHIN
MUNICIPAL FACILITIES**

WHEREAS, light emitting diode (LED) lighting provides lower lighting rates, fewer outages, lower maintenance, and environmental benefits; and

WHEREAS, Ultra Green Lighting is a provider of LED lighting transition programs utilizing MidAmerican Company (MEC) rebate incentives to provide the City with a packaged program for each municipal facility; and

WHEREAS, Ultra Green Lighting is providing agreements where installation costs are identified as well as transition savings for the Cherry St. Storage Garage and the McAninch Sports Complex.

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

Section 1. That the City enters into agreements with Ultra Green Lighting for the transition of internal lighting to LED lighting.

PASSED and ADOPTED this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___

Item 6i

06/16/2016

Culture and Recreation Citizen Improvement Advisory Committee
Recommendations

Immediate Need (now - 2 years)

- * Consider renovating the baby pool space to a splash pad.
- * Incorporate additional splash pads in current or future parks as they are developed.

- * Secure 120 acres of land for Signature Park (buy land outright or buy 80 with option on additional 40)
 - This would include 80 acres for the new sports complex and 40 acres for a park.
 - The signature park would include community center and performance pavilion.
 - Keep open dialogue with the school and if it makes sense locate the park in close proximity so the two facilities could share paved parking.

Short-term Need (1 to 3 years)

- * Relocate and expand sports complex.
- * Develop a plan for bringing more public art into Norwalk.

Mid-term Need (4 to 7 years)

- * Additional gym/flex space. (coordinate planning with the school district)

- * Library renovation (storage, outlets, etc.) (carpet replacement is listed in capital plan, but this should include a larger renovation)

Long-term Need (8+ years)

- * New Pool/aquatic center

- * Library expansion

Continuing priorities (should be addressed bit by bit each year)

- * Bike paths - continue to develop bike paths and apply for grant funds to connect bike paths annually.

- * Continue supporting current community events like Jazz in July, Farmer's Market, RunNorwalk, Norwalktoberfest, and 4th of July activities.

Funding recommendations:

Pursue \$0.27 library levy as means of funding the library expansion.

RESOLUTION NO.

Resolution Transferring and Closing Fund

WHEREAS, Fund 170 (Emergency Fund) has a balance of \$32,038.47 and;

WHEREAS, after research, city staff has determined that the fund is no longer being utilized and the remaining funds may be transferred to Fund 001 (General Fund) and,

WHEREAS, in order to close the fund staff recommends the transfer of \$32,038.47 from Fund 170 (Emergency Fund) to Fund 001 (General Fund); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the above referenced transfers are made as recommended.

PASSED AND APPROVED this 16th DAY of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Lester	___	___	___
Isley	___	___	___
Riva	___	___	___
Livingston	___	___	___

RESOLUTION NO.

Resolution Transferring and Closing Fund

WHEREAS, the Water Tower Project was complete more than a decade ago and;

WHEREAS, Fund 330 (Water Tower Park) currently has a balance of \$27,821.14; and

WHEREAS, after research, city staff has determined that this project has been closed and the remaining funds may be transferred to Fund 603 (Water Improvement Fund) and,

WHEREAS, in order to close the fund staff recommends the transfer of \$27,821.14 from Fund 330 (Water Tower Park) to Fund 603(Water Improvement Fund); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the above referenced transfers are made as recommended.

PASSED AND APPROVED this 16th DAY of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Lester	___	___	___
Isley	___	___	___
Riva	___	___	___
Livingston	___	___	___

RESOLUTION NO.

Resolution Transferring and Closing Funds

WHEREAS, projects were conducted and complete in previous fiscal years and;

WHEREAS, Funds 188 & 189 (Pedestrian path-Orchard Ridge and Legacy 8) currently have a balance of \$4,657.76 & \$1,132.18 respectively; and

WHEREAS, after research, city staff has determined that these projects have been closed and the remaining funds may be transferred to the Parks Trust Fund; and,

WHEREAS, in order to close the funds staff recommends the following actions:

1. transfer \$4,657.76 from Fund 188 (Pedestrian Path-Legacy 8) to Fund 184 (Parks Trust);
and
2. transfer \$1,132.18 from Fund 189 (Pedestrian Path-Orchard Ridge) to Fund 184 (Parks Trust)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the above referenced transfers are made as recommended.

PASSED AND APPROVED this 16th DAY of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Lester	___	___	___
Isley	___	___	___
Riva	___	___	___
Livingston	___	___	___



NEIGHBORHOOD BLOCK PARTY

Completion of the City's Block Party Application and submission of the application must be made to the City Clerk's Office at least 7 days prior to the event.

NOTE: A Block Party is defined as an event open to a specific/defined neighborhood or area; where no admission fee is charged for attendance; alcoholic beverages are not sold; where a street is not closed more than six (6) hours; where the use of kybos/porta potties is not necessary; and where no street closure permit is needed. See Chapter 141.02 Street Closures.

Neighborhood block parties are limited to six (6) hours; between the hours of 10 A.M. and 11 P.M.

The applicant must comply with all federal, state, county, and city laws, ordinances and regulations including all regulations adopted and established by the City,

The application must be accompanied by a petition designating the proposed areas of the street to be used and the time of the proposed use. The petition shall be signed by owners representing not less than seventy-five percent (75%) of the affected properties (commercial and residential) abutting the area of the street to be closed.

Barricades are required: The City can provide barricades for Block Parties if available. Arrangements must be made with the Public Works Department for pickup and return.

Cleanup: Event sponsors are responsible for the collection and cleanup of trash from the event. Groups who leave the street in a condition that requires clean up will be charged for the cost of cleanup.

I understand that if all requirements are not met the event can be cancelled by the City at any time including at the start of or during the event.

In the event that an organization is the applicant, I hereby certify that I have the legal authority to represent the applicant and/or the participants, and I have read the above requirement, understand the provisions, and freely and voluntarily sign it. It is further understood the Norwalk City Council has the authority to grant or deny permission for this event.

Jaggy Croot
Applicant Signature

05-30-16
Date

515-490-1292
Contact phone number

Acknowledgement:

City Clerk _____
Fire Chief _____
Police Chief _____
Public Works Director _____
City Manager _____

City Council Approval (date): _____



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[Handwritten Signature]
Applicant Signature

6-14-16
Date

575 778-2775
Contact phone number

Acknowledgement:
City Clerk _____
Fire Chief _____
Police Chief _____
Public Works Director _____
City Manager _____

City Council Approval (date): _____

CITY HALL –
Clerk's / Finance Office
MAY, 2016



Water Department

The Water Department, City Hall and countless residents continue to feel the void left by Jo's passing. She made it look so easy and took such care with all aspects of her position. Administrative staff have all stepped up to keep business running smoothly.

Shanda Lewiston has joined City Hall temporarily to provide some much needed assistance at the front counter; while Amy has done an outstanding job with utility billing. Incode's tech support staff and our counter parts in other cities have not only been very kind, but they are great sources of information and support. A sincere thank you to all.

There were 3666 bills printed in May. These were reads collected May 2 for April consumption; 344 disconnect notices were mailed May 13; 173 reminders were emailed on May 19; 64 phone calls were made on May 25; and on May 26 there were 14 accounts processed for shut off.

Utility Advisory Commission did not meet in May. The UAC meeting agendas and minutes can be viewed on the website at: <http://www.norwalk.iowa.gov/Departments/UtilityServices.aspx> .

City Hall Administration

Eleven residents purchased **Premium Compost it!** stickers in May; 4 were new customers and 7 were for 2016 renewal.

One **Parking ticket** was paid at City Hall in May and no citations (written more than 30 days ago) were returned to the Police Department for non-payment processing.

There were 24 additional **dog licenses** issued during the month of May, 815 year-to-date. Animal Control was called out for 2 unidentified, loose dogs this month.

Also at the front counter, during May, approximately 38 **new residents** came in to sign up for service and received a detailed explanation of the new resident packet. This information can also be found on our website at:
<http://www.norwalk.iowa.gov/HowDoI/ApplyFor/CityServices>.

May included the usual monitoring of facebook pages; updates to the City website; preparation of Norwalk Living and Norwalk Notes publications. Media releases can be viewed at: <http://www.norwalk.iowa.gov/AboutNorwalk/NewsItems.aspx>.

City Council held the regular 1st and 3rd Thursday meetings in May, plus 2 additional special meetings. Agendas, packets and minutes for each of these meetings can be viewed on the City website at:
<http://www.norwalk.iowa.gov/YourGovernment/AgendasandMinutes.aspx>.

Waters & Company submitted suggested **City Manager** candidates to council for review. A special meeting was set for council to meet with the search firm to narrow the field. Interviews will be conducted the end of next month.

Finance Office

Iowa Income Offset collection continues with \$828 received from the program after 4 requests were filed in May. One account was released and 1 new owner was notified that refund is being held pending payment.

The city's bank accounts were **balanced and reconciled** for the current month.

Norwalk Community Development May 2016 Monthly Report



Economic Development:

The City worked with Loffredo Holdings on an amendment to the development agreement related to the removal of the large dirt pile to the east of the Produce Innovations facility. Originally the dirt pile was required to be removed by July 2016. A proposed extension would push that date back two year. The City is working with Loffredo and the Warren County Board of Supervisors as they were party to the original development agreement.

The City explored retail recruitment options.

The City is exploring options with the Local Option Sales Tax monies to make upgrades to our historic downtown.



Before



Photo and image design by Luke Parris

Potential after

Planning and Zoning Commission

The Planning Commission met on May 9, 2016 and May 23, 2016 and discussed the following items:

- Request from Locust Center LTD to approve the Preliminary Plat of Twin Lakes Plat 4 (a subdivision outside of City limits within 2 miles)
- Planning & Zoning Commission Member Representation on the Economic Development Committee
- Subdivision Regulations Update memo
- Sign Ordinance memo
- Request from Cort Landing, LLC to approve the Preliminary Plat of the Cort Landing Plat 1
- Street Design Standards

Board of Adjustment

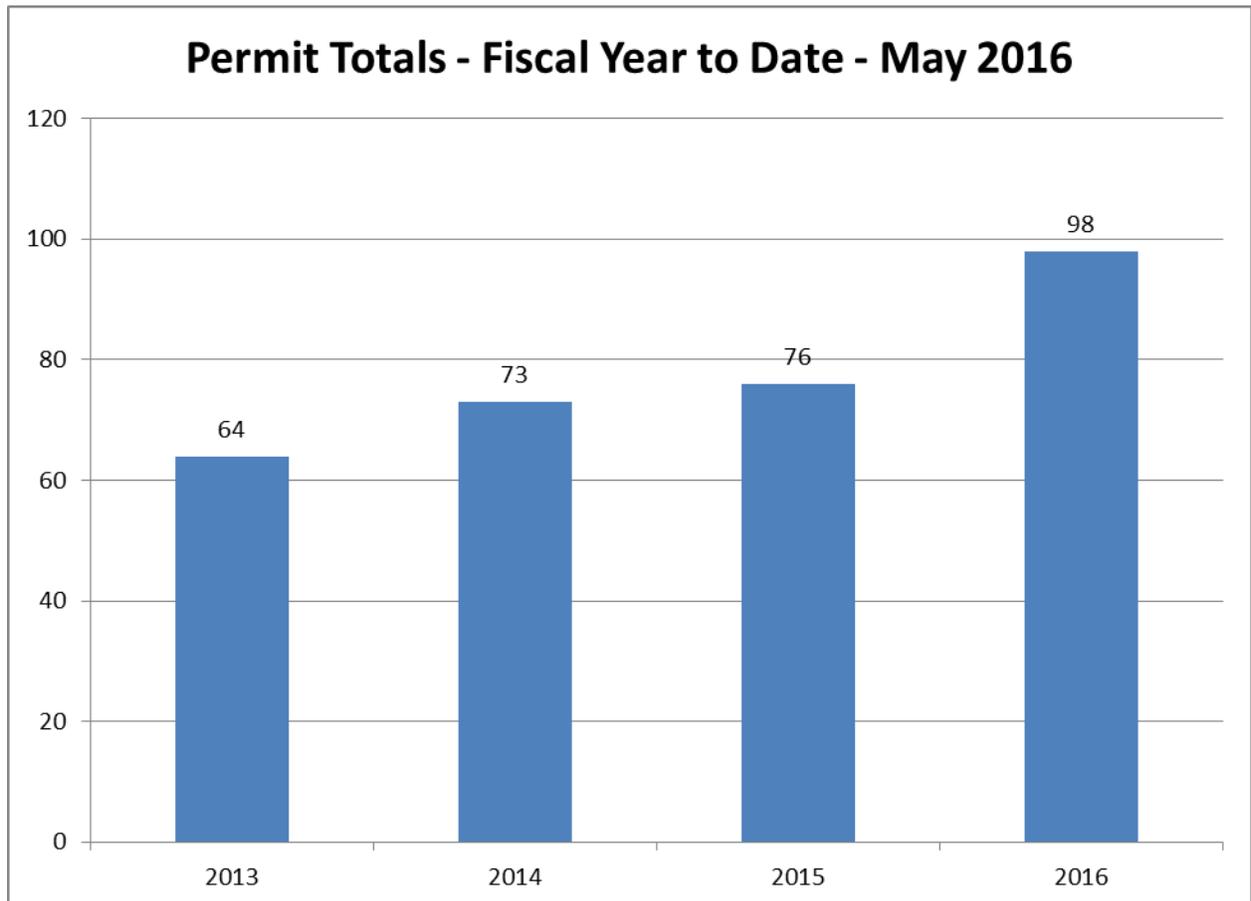
The Board of Adjustment did not meet in May.

Code Enforcement

The City has a code enforcement court date set for June 21 at 10:30 a.m. for the loud motorcycles and other ATV noise emanating from 400 Beardsley St.

Building Department - Permit Information:

City of Norwalk - May New Construction Building Permits								
BP Issued	Single Family	Value	Townhome	Value	Multi-Family	Value	Commercial	Value
2016								
This month	14	\$ 3,648,534	4	\$ 783,513	0	\$ -	0	\$ -
YTD	47	\$ 11,551,890	4	\$ 783,513	0	\$ -	3	\$ 582,736
FYD	98	\$ 25,327,067	17	\$ 3,771,005	0	\$ -	3	\$ 582,736
2015								
This month	10	\$ 3,493,175	2	\$ 340,005	0	\$ -	0	\$ -
YTD	42	\$ 13,165,055	14	\$ 2,821,497	0	\$ -	0	\$ -
FYD	76	\$ 23,824,935	20	\$ 4,377,892	5	\$ 13,574,470	1	\$ 345,864
2014								
This month	2	\$ 903,151	2	\$ 621,822	0	\$ -	0	\$ -
YTD	27	\$ 9,443,238	2	\$ 621,822	2	\$ 6,945,179	1	\$ 4,072,969
FYD	73	\$ 23,892,581	23	\$ 6,138,745	2	\$ 6,945,179	1	\$ 4,072,969
2013								
This month	12	\$ 3,127,895	0	\$ -	0	\$ -	0	\$ -
YTD	35	\$ 8,507,685	2	\$ 605,642	0	\$ -	1	\$ 1,471,204
FYD	64	\$ 16,734,292	14	\$ 2,431,310	0	\$ -	1	\$ 1,471,204



Building Permit Revenue Report			
PERMIT TYPE	MONTHLY TOTAL	MAY REVENUE	FYD REVENUE
Apartment Building	0	\$ -	\$ -
Commercial Addition	0	\$ -	\$ -
Commercial Building	0	\$ -	\$ 3,180.24
Commercial Remodel	1	\$ 366.89	\$ 4,419.45
Deck	7	\$ 175.00	\$ 675.00
Demolition	0	\$ -	\$ 200.00
Driveway	4	\$ 150.00	\$ 650.00
Electrical	15	\$ 996.00	\$ 9,409.70
Fence	11	\$ 250.00	\$ 1,475.00
Garage	1	\$ 57.81	\$ 1,632.13
Misc	2	\$ 87.00	\$ 280.99
Mechanical	2	\$ 95.00	\$ 8,412.00
Plumbing	6	\$ 390.00	\$ 8,760.00
Porch	0	\$ -	\$ 594.87
Pool	0	\$ -	\$ 40.00
Residential (Single Family)	14	\$ 34,662.33	\$ 235,078.79
Residential Addition	0	\$ -	\$ 309.38
Residential Remodel	2	\$ 918.24	\$ 5,495.71
Shed	3	\$ 75.00	\$ 275.00
Sidewalk	0	\$ -	\$ 300.00
Sign	0	\$ -	\$ 518.69
Townhome	4	\$ 8,457.08	\$ 39,466.61
	72	\$ 46,680.35	\$ 321,173.56

Together Tony and Chris averaged over 8 inspections a day during the 20 working days in May.

The Building Department has been a busy place this month! With 14 new single family permits and 4 new townhome permits, along with all the other misc. permits, it is keeping the staff hopping!

MAY BUILDING INSPECTIONS	
Deck	15
Electrical	13
Final	28
Footing	21
Foundation Drain	1
Foundation Wall	13
Framing	11
Mechanical	11
Plumbing	27
Sheer Wall	2
Sidewalk/Approach	20
Tar/Tile/Gravel	2
TOTAL INSPECTIONS	164

FY 15-16 Budg	BALANCE
\$120,000	\$ 201,173.56

Construction Board of Appeals

The Construction Board of Appeals did not meet in the month of May.



May 2016 Parks and Recreation Activities

May Highlights

As we continue through Spring, the complex continues to be busy with baseball and softball tournaments every weekend. Our soccer season ended with the baseball and softball starting up. We tried a new event with mothers and sons. The bike safety class was held. Our two ongoing programs of fitness and TKD ended and began a new session.

Park Commission Board

The board met on May 4. Five members were present along with the Parks Director and Council representative. The pool renovation, Holland Park, Tobacco Free Parks, Daycare pool passes, shelter house repair, dog park grant and Jazz in July were the topics of discussion.

Staff

There was approximately 200 students from the Middle School that participated in the other half of the Live Healthy Iowa Kids Track Meet (formerly Hershey Track Meet.) Our staff was present for timing etc. The staff joined the OPALS luncheon group to send them off for the summer break.

Activity	Team	Participants
Bike Safety Day		42
Boy's Night Out		47
Norwalk Family TKD		11
Pee Wee Tball (K)	12	101
BamBam Blast (PK-4)	12	87
BamBam Blast (PK-5)	8	50
Lifeguard Training		10
OPALS		7

Submitted by
Nancy Kuehl, Director



TO: HONORABLE MAYOR AND MEMBERS OF COUNCIL
FROM: GREG STAPLES, CHIEF OF POLICE
SUBJECT: MONTHLY REPORT –MAY 2016
DATE: JUNE 16, 2016
CC:

Significant Incidents

- On the 17th an armed robbery was reported at the south Kum and Go. Two individuals with pistols entered the store and demanded money. The investigation is on-going.
- On the 26th an individual entered Fareway and tried to purchase some cigarettes with a bad check. When the purchase was declined the suspect used force to take the cigarettes from the clerk. Anthony Porter was arrested and charged with robbery
- There were 4 burglaries reported this month. Two of the four were cleared by arrest.
- The Community Impact Officer completed 10 investigations, several community policing activities and patrolled for 30 hours
- Police calls for service continued the upward trend seen over the last years. Calls are up **34.1%** year to date over 2015
- May 2016 represents the 14th straight month where calls for service increased over the same month during the previous year

Community Policing / Involvement

- On the 1st, 2nd and 3rd Chief Staples held Lunch With the Chief sessions with second graders at Oviatt
- On the 1st Officers Lewiston and Criswell held NPD reads sessions with the 1st graders at Oviatt
- On the 7th The department held Bike Safety Day
- On the 14th, Assistant Chief Westvold attended Community Chat
- On the 27th DARE Graduation was held
- On the 27th NPD officers served hotdogs to all Lakewood students
- On the 28th Officer Criswell and Chief Staples attended NHS Graduation
- Officer Lewiston and Criswell gave tours of the facility to preschoolers.
- Officers Criswell and Lewiston held fatal vision / impaired driving classes for the high school
- The bike patrol operated for 2 hours

Training

DATE	OFFICER	TRAINING	HOURS
5/3	Westvold	CAD / RMS	8
5/4	Westvold, Martin	CAD / RMS	8
5/10	Bryant	De-escalation Techniques	6
5/12	Westvold	Domestic Communications Assistance Center	8
5/12	Various	Rifle Qualification Albers, Bryant, Parker, Hutchinson , Lewiston	2 each
5/14	Parker - ZENA	Narcotics Detection Certification	8
5/18,19	Staples	Iowa Police Chiefs Conference	12
5/23,24	Lewiston	Sex Assault – Identifying Sex Offenders	16
5/23,24,25	Bryant	Interview and Interrogation	24

Statistical Reporting

Traffic and General Activities

	May	May	
	2015	2016	Change
Traffic Related			
Traffic Stops	121	147	26
Moving Violations	31	28	-3
<i>Speeding</i>	24	25	1
Impaired Driving	6	3	-3
Equipment / License Citations	30	18	-12
<i>Occupant Protection</i>	9	3	-6
Written Warnings	47	77	30
Crash Investigations	6	5	-1
General Activities			
Drug Investigations	1	5	4
Officer Initiated Incidents	2	4	2
Public Service Calls	49	73	24
Calls For Service	541	638	97

Calls for service increased 17.9% over April 2015

Criminal Incidents

	May	May	
	2015	2016	Change
Crimes Against Person			
Assault Offenses	5	1	-4
Sexual Assault Forcible	0	0	0
Sexual Assault Non-Forcible	0	0	0
Robbery	0	2	2
Homicide	0	0	0
<i>Subtotal</i>	5	3	-2
Crimes Against Property			
Burglary	4	4	0
Fraud / Forgery / Embezzle	1	0	-1
Theft / Larceny	8	4	-4
Motor Vehicle Theft	0	0	0
Property Damage	9	2	-7
<i>Subtotal</i>	22	10	-12
Total	27	13	-14

Out and About With the NPD

Smiling faces at Bike Safety day



DARE Instructors with the Essay Winner



MEMORANDUM

TO: Tom Phillips, Mayor; Norwalk City Council
FROM: Tim Hoskins, Public Works Director
DATE: June 10, 2016
RE: Public Works Activity Report
Period: May 2016



WATER ACTIVITIES:

- Daily master pit readings
- Installation of meters in new structures as well as change-outs
- Responded to Iowa One call utility locates
- Perform chlorine samples as required for IDNR reporting
- Complete Monthly Operating Report for IDNR
- Transport bacterial tests to DMWW Lab
- Repair water main break



WASTEWATER ACTIVITIES:

- Perform lift station daily checks and recording
- Clean lift station grit baskets-weekly
- Clean and inspect collection system

BUILDING & BOUNDS:

- Perform monthly inspections
- Raise and lower flags as required

ANIMAL CONTROL:

- Pick up dogs
- Tend to dogs held in kennel
- Clean and sanitize kennel

REQUESTS FOR SERVICE:

DATE	NAME	DEPT.	TYPE	VEHICLE	COMPLAINT
05/02/2016	Murillo	PW	Trans	1013	Please repair Low tire on road gradder
05/03/2016	Palmer	PD	Trans	P131	See list of repairs on document
05/03/2016	Louise	Parks and Rec	Build	NA	Relace waterheater in windflower kitchen
05/03/2016	Amy	CH	Build	NA	replace batteries in ADH openers
05/04/2016	Joe	PDFD	Build	NA	Please install all new paper and soap dispensors
05/04/2016	JOE	Library	Build	NA	Please install all new paper and soap dispensors
05/04/2016	JOE	CH	Build	NA	Please install all new paper and soap dispensors
05/04/2016	JOE	Parks and Rec	Build	NA	Please install all new paper and soap dispensors
05/04/2016	JOE	PW	Build	NA	Please install all new paper and soap dispensors
05/04/2016	TRANS D	PW	Trans	NA	Fix fuel leak on pump #1 here at PW
05/09/2016	Louise	Parkj and Rec	Trans	Gator	Please repair the hood of the gator
05/09/2016	Mike S	PW	Trans	1032	E Brake light and alarm is not working correctly
05/13/2016	Greg	PD	Trans	130	belt
05/13/2016	Holly	Library	Build	NA	Stems replaced
05/16/2016	Holly	Library	Build	NA	repair lid on elect box on column
05/17/2016	PW	Pw	Build		Roof repairs, multiple leaks
05/18/2016	Gary	PW	Trans	1036	Bucket truck has hyd. Leak at lift area
05/18/2016	Brad	PD	Trans	P125	Oil Change and Maint checks
05/19/2016	Holly	Library	Build	NA	New locks and keys/cyliders
05/23/2016	Louise	Parks and Rec	Build	NA	Repair flag pole and rope
05/23/2016	Holly	Library	build	NA	Door lock/meeting room
05/20/2016	Martin	PD	Build	NA	Back door closer is broken
05/21/2016	Martin	PD	Trans	P131	Veh won't start, ignition switch may be bad
05/24/2016	Louise	Parks and Rec	Trans	Sierra	LOF and maint. Checks
05/24/2016	Louise	Parks and Rec	Trans	SAW	Repair broken pull string
05/24/2016	Joe	PW	Trans	1035	Steel in the front right tire, please repair
05/24/2016	Tim	PW	Build		Repair fill line on water salesman
05/24/2016	Holly	Library	Build		Mens bathroom TP dispensior had been broken.
05/24/2016	PD	PD,PW	Build		The water salesman has been damaged, Repair
05/25/2016	Joe	PW	Build		Flashing lights at Main and G-14, loose post
05/24/2016	Chris C.	CH	Build		Burning smell in utility room. Poss. Air handler
05/25/2016	Ryan	FD	Build		Install key box on wall see Ryan C.
05/25/2016	Martin	PD	Trans	p131	anit-freeze smell, ac inop, noise in rear on accell
05/25/2016	Martin	PD/PS	Build		Back door closer is broken, again
05/26/2016	Holly	LIBRARY	Build		Please Check HVAC system. Too hot or cold in places
05/31/2016	PD	PD	Trans	p132	Stop stick mount under trunk lid is loose

NUISANCE ABATEMENTS:

- Nuisance complaints addressed in May
- On a special note, the nuisance and stormwater duties have been transferred to Community Development along with staff that has been performing those duties.

05/02/2016	720 SYCAMORE DR	LEWIS, MARY E	GRASS/WEEDS
05/02/2016	1021 RICHARD GEORGE DR	BUTLER, MARY ROSE	GRASS/WEEDS
05/03/2016	4704 CANDLEWICK DR	MILLER, EUNSIN	GRASS/WEEDS

05/03/2016	4648 WAKONDA DR	STARACE, JOAN M	GRASS/WEEDS
05/03/2016	PARCELID#63400130624 (KITTERMAN CIR & NORTH AVE)	HUGHES, LARRY REV TST/PATRICIA J TST	GRASS/WEEDS
05/04/2016	112 CENTER ST	MARMON, KEITH	GRASS/WEEDS
05/04/2016	2517 SHADY LANE DR	GRANDSTAFF, JENNIFER L	GRASS/WEEDS
05/04/2016	13-77-25 SCHOOL PARK ADD LOT 3	ARTHA 3 LLC	GRASS/WEEDS
05/04/2016	605 CENTER ST	TERRA-TENDER INC	GRASS/WEEDS
05/04/2016	104 CHERRY ST	ARNIES PROPERTIES 6, LLC	PARKING ON LAWN// GRASS/WEEDS// RUBBISH & DEBRIS
05/06/2016	521 SNYDER AVAE	WARD, BRIDGET	JUNK CAR ON LAWN
05/09/2016	720 SYCAMORE DR	LEWIS, MARY E	GRASS/WEEDS
05/09/2016	809 ASHWOOD AVE	FOSTER, BOBBIE/FOSTER, RAMONA	GRASS/WEEDS
05/10/2016	911 HIGH ROAD	MONTOUR, PHYLLIS JEAN	GRASS/WEEDS
05/10/2016	912 NORTH AVE	GOLAY, BONNIE A/GLYNIS HUNT	GRASS/WEEDS
05/10/2016	OLD SCHOOL PLAT 1 OL Z	SAVANNAH HOMES INC	GRASS/WEEDS
05/13/2016	809 ASHWOOD AVE	FOSTER, BOBBIE/FOSTER, RAMONA	GRASS/WEEDS
05/23/2016	PARCEL ID #64024180223	GROUND INVESTMENTS LLC OF IOWA	GRASS/WEEDS
05/24/2016	1008 NORTH AVE	STOTTS, DUANE C/SANDRA S	GRASS/WEEDS
05/24/2016	2503 CEDAR ST	CEDARBROOKE PLACE APTS I LLLP	GRASS/WEEDS
05/24/2016	2601 CEDAR ST	CEDARBROOKE PLACE APTS II LLC	GRASS/WEEDS
05/24/2016	2701 CEDAR ST	LEGACY LANDING LLC	GRASS/WEEDS
05/25/2016	601 ORCHARD HILLS DR (PARCEL ID #63225010010)	JMS ORCHARD HILLS LLC	GRASS/WEEDS
05/27/2016	2114 AVERY AVE	CARLSON, MITCHELL/LYNETTE M	GRASS/WEEDS
05/27/2016	4451 LAKEWOOD DR	BANK OF NEW YORK MELLON	GRASS/WEEDS
05/27/2016	2020 PARKHILL DR	MULVIHILL, NATHAN G/CHERYL J	GRASS/WEEDS
05/27/2016	301 SYCAMORE DR	JERRYS HMES	GRASS/WEEDS
05/27/2016	221 SYCAMORE DR	JERRYS HMES	GRASS/WEEDS
05/27/2016	306 BRAEBURN DR	JERRYS HMES	GRASS/WEEDS
05/31/2016	310 BRAEBURN DR	CORNERSTONE HOMES	GRASS/WEEDS

ROADWAY RELATED ACTIVITIES:

- Fill pot holes
- Street sweeping
- Cherry Parkway Beautification maintenance
- Mow and trim Right of Way

- Pavement repairs 80th Ave.
- Install signage new subdivisions
- Set up for Runorwalk
- Host community drop-off event for Spring Clean-up



STORMWATER INSPECTIONS AND REPORTING:

- Perform inspections as required
- Random intake inspections
- Inspections performed meeting MS4 requirements on the City

05/02/2016	113 BRAEBURN CIR	ELSE CONSTRUCTION	STREETS/CONTROLS	RANDOM
05/02/2016	508 HICKORY DR	GREENLAND HOMES	MUD ON STREET	RANDOM
05/06/2016	322 BRAEBURN DR	ALLEGIAN HOMES	DUMPSTER/EROSION CONTROLS	RANDOM
05/06/2016	204 ORCHARD TRAIL	JERRY'S HOMES	STABILIZED	RANDOM
05/06/2016	128 ORCHARD TRAIL	JERRY'S HOMES	STABILIZED	RANDOM
05/06/2016	105 ORCHARD TRAIL	FLYNN DEVELOPMENTS		RANDOM
05/06/2016	627 ORCHAR VIEW DR	HAPPE HOMES	EROSION CONTROLS	RANDOM
05/06/2016	2023 WETHERSFIELD DDR	HALL OF FAME HOMES		RANDOM
05/06/2016	DETENTION FACILITY	CITY OF NORWALK	TEMPORARY STABILIZED	RANDOM
05/06/2016	9040 PRAIRIE CLOVER CT	BRIGHTON HOMES	EROSION CONTROLS	RANDOM
05/06/2016	1202 SILVERADO DR	TEAL CREEK HOMES		RANDOM
05/06/2016	BLOOMING HEIGHTS	DILLIGENT	EROSION CONTROLS	RANDOM
05/10/2016	9439 SWITCHGRASS TRAIL	RYAN LANCASTER	WASH-OUT	RANDOM
05/10/2016	322 BRAEBURN DR	ALLEGIAN HOMES	DUMPSTER	RANDOM
05/10/2016	113 BRAEBURN CIR	ELSE CONSTRUCTION	EROSION CONTROLS	RANDOM
05/10/2016	ORCHARD VIEW 1,2 & 3	NORWALK LAND COMPANY	TRACKING	COMPLAINT
05/10/2016	2054 WETHERSFIELD DR	KOPSTER CONSTRUCTION	TRACKING	RANDOM
05/11/2016	2880 PARK PLACE	R.M. MADDEN	STABILIZED	RANDOM
05/11/2016	2882 PARK PLACE	R.M. MADDEN	STABILIZED	RANDOM
05/11/2016	1202 SILVERADO DR	TEAL CREEK HOMES		RANDOM

05/11/2016	9040 PRAIRIE CLOVER CT	BRIGHTON HOMES	EROSION CONTROLS	RETURN COMPLIANCE
05/12/2016	2011 WETHERSFIELD DR	HUBBELL	NEED WASHOUT PRIOR TO POURING CONCRETE	RANDOM
05/17/2016	322 BRAEBURN DR	ALLEGIANT HOMES	RUBBISH & DEBRIS	RETURN COMPLIANCE
05/17/2016	3367 SILVERADO DR	DAWN COLLINS		RANDOM
05/17/2016	1202 SILVERADO DR	TEAL CREEK HOMES	DIRT ON STREET	RANDOM
05/17/2016	1425 MISTY LANE	BRANDON PETERSON	STOCK PILE	RANDOM
05/17/2016	702 HICKORY DR	HAPPE HOMES	STABILIZED	RANDOM
05/17/2016	502 ORCHARD HILLS DR	HAPPE HOMES	STABILIZED	RANDOM
05/17/2016	BLOOMING HEIGHTS	DILLIGENT	EROSION CONTROLS	RETURN COMPLIANCE
05/17/2016	9448 FOXTAIL CIR	VISTA	HYRO SEEDED	RANDOM
05/17/2016	9405 CONEFLOWER CIRCLE	DRAKE	TOILET/CONTROLS	RANDOM
05/17/2016	114 W HIGH RD	ORTON HOMES	STABILIZED	RANDOM
05/17/2016	122 W HIGH RD	ORTON HOMES	STABILIZED	RANDOM
05/17/2016	126 W HIGH RD	ORTON HOMES	STABILIZED	RANDOM
05/17/2016	2047 WETHERSFIELD DR	HUBBELL	WASH-OUT	RANDOM
05/17/2016	2054 WETHERSFIELD DR	KOPSTER CONSTRUCTION		RANDOM
05/17/2016	2023 WETHERSFIELD DDR	HALL OF FAME HOMES		RANDOM
05/17/2016	908 SCHOL AVE	JVD CONSTRUCTION	STABILIZED	RANDOM
05/18/2016	550-12 LEGACY CT	SHOWCASE HOMES	STABILIZED	RANDOM
05/18/2016	550-13 LEGACY CT	SHOWCASE HOMES	STABILIZED	RANDOM
05/18/2016	550-18 LEGACY CT	SHOWCASE HOMES	STABILIZED	RANDOM
05/18/2016	550-19 LEGACY CT	SHOWCASE HOMES	STABILIZED	RANDOM
05/18/2016	550-21 LEGACY CT	SHOWCASE HOMES	STABILIZED	RANDOM
05/18/2016	550-22 LEGACY CT	ALLEGIANT HOMES	STABILIZED	RANDOM
05/18/2016	LEGACY LANDING	HUBBELL	PARTIAL STABILIZED	RANDOM
05/18/2016	ORCHARD VIEW 1,2 & 3	NORWALK LAND COMPANY	DIRT ON STREET	RANDOM
05/18/2016	223 BRAEBURN DR	KRM DEVELOPMENT	DIRT ON STREET	RANDOM
05/18/2016	708 HICKORY DR	HAPPE HOMES	DIRT ON STREET	RANDOM
05/18/2016	2047 WETHERSFIELD DR	HUBBELL	DIRT OF STREETS/ WASHOUT	RANDOM
05/19/2016	SILVERADO RANCH ESTATES PLAT 2	SILVERADO JV 15 LLC	TRACKING	RANDOM
05/19/2016	BLOOMING HEIGHTS	DILLIGENT	EROSION CONTROLS	QUARTERLY
05/19/2016	COUNTRY SIDE GOLF DEVELOPMENT PROJECT	MARK TROST		QUARTERLY
05/19/2016	304 BRAEBURN DR	COVENANT CONSTRUCTION SERVICES	STABILIZED	RANDOM

05/20/2016	725 SAWGRASS DR	HUBBELL	STABILIZED	RANDOM
05/20/2016	729 SAWGRASS DR	HUBBELL	STABILIZED	RANDOM
05/19/2016	ESTATES ON THE RIDGE	VISTA	EROSION CONTROLS	RANDOM
05/19/2016	SILVERADO RANCH ESTATES PLAT 2	SILVERADO JV 15 LLC	TRACKING	RANDOM
05/20/2016	303 WEST HIGH RD	HUBBELL	EROSION CONTROLS	RANDOM
05/20/2016	1202 SILVERADO DR	TEAL CREEK HOMES	TRACKING	RANDOM
05/20/2016	ORCHARD VIEW REGIONAL DETENTION PROJECT	CITY OF NORWALK	TRACKING	RANDOM
05/23/2016	105 ORCHARD TRAIL	FLYNN DEVELOPMENTS	STABILIZED	RANDOM
05/23/2016	418 VALENCIA CT	JERRY'S HOMES	STABILIZED	RANDOM
05/23/2016	701 ORCHARD VIEW DR	HAPPE HOMES	STABILIZED	RANDOM
05/23/2016	330 GEORGETOWN PLACE	HAPPE HOMES	STABILIZED	RANDOM
05/23/2016	2023 WETHERSFIELD DDR	HALL OF FAME HOMES		RANDOM
05/23/2016	2018 WETHERSFIELD DR	SAWYER HOMES		RANDOM
05/23/2016	303 MARIE AVE	ORTON HOMES	EROSION CONTROLS	RANDOM
05/24/2016	303 WEST HIGH RD	HUBBELL	FOOTING WASH-OUT	RANDOM
05/24/2016	1122 WARRIOR RUN DR	JERRY'S HOMES	EROSION CONTROLS	RANDOM
05/25/2016	303 WEST HIGH RD	HUBBELL	FOUNDATION WASHOUT	RANDOM
05/25/2016	2053 WETHERSFIELD DR	HUBBELL	STABILIZED	RANDOM
05/31/2016	2047 WETHERSFIELD DR	HUBBELL	TRACKING	RANDOM
05/31/2016	1122 WARRIOR RUN DR	JERRY'S HOMES	WASH-OUT	RANDOM
05/31/2016	SILVERADO RANCH ESTATES PLAT 2	SILVERADO JV 15 LLC		RANDOM
05/31/2016	BLOOMING HEIGHTS	DILLIGENT	14/21// EROSION CONTROLS	RANDOM
05/31/2016	ESTATES ON THE RIDGE	VISTA	14/21	RANDOM
05/31/2016	703, 707, 711, 715 & 719 NEWPORT PL	HUBBELL		RANDOM
05/31/2016	700, 704, 708 & 712 NEWPORT PL	HUBBELL		RANDOM

ADMINISTRATIVE:

- Prepare documents for council meetings
- Attend City Council meetings
- Participate in unemployment hearing
- Attend Department Head meetings
- Meet with the City of Waukee (Asset Management)
- Meet with contractors
- Participate in CIRDWIC Tech. Advisory Committee
- Interview summer worker
- Participate in Pool progress meeting
- Perform Estates on the Ridge Plat 2 punch list inspections
- Attend Metro Public Works manager's meeting
- Meet with MWA Director and staff to review rates & spring clean up

- Attend WRA Tech Committee Meeting
- Attend Metro Water Users Meeting
- Perform Wakonda Punch List inspection
- Attend Metro Waste Authority Board Meeting

SAFETY & STAFF DEVELOPMENT:

- Staff members receiving Hepatitis shots
- Director and Superintendent attend Public Works math training

TREASURER'S MONTHLY REPORT - CITY OF NORWALK APRIL 2016							
FUND	Beginning Cash Balance	MTD Revenue	MTD Expenditures	Cash Basis Balance	Net Change Other assets	Net Change Liabilities	Accrual Ending Cash Balance
General	673,647.54	1,294,086.52	349,049.42	1,618,684.64		3,581.08	1,622,265.72
Trust & Agency	31,606.71	200.00	0.00	31,806.71			31,806.71
Road Use Tax	958,054.45	66,442.49	64,351.54	960,145.40		1,536.51	961,681.91
Special Revenue	646,282.22	420,891.26	66,437.52	1,000,735.96		-1,303.46	999,432.50
T&A Self funding	(18,316.26)	0.00	7,004.19	-25,320.45			-25,320.45
TIF	3,119,835.24	763,385.30	0.00	3,883,220.54			3,883,220.54
HIDTA forfeiture	20,288.64	0.00	0.00	20,288.64			20,288.64
Economic Development	(1,939.56)	0.00	4,773.87	-6,713.43		8.27	-6,705.16
Emergency Fund	32,038.47	0.00	0.00	32,038.47			32,038.47
T&A Plumbers Bonds	10,395.71	0.00	0.00	10,395.71			10,395.71
T&A Library Trust	21,529.25	-2,291.44	0.00	19,237.81			19,237.81
T&A Park Trust	126,984.06	1,239.53	0.00	128,223.59			128,223.59
Debt Service	326,170.99	629,162.94	0.00	955,333.93			955,333.93
Capital Improvements	(556,897.39)	0.00	106,305.92	-663,203.31			-663,203.31
NCIS Infrastructure	593,452.41	0.00	0.00	593,452.41			593,452.41
Water Utility	749,381.35	108,259.83	117,034.60	740,606.58		-81,338.60	659,267.98
Water bond/sinking fund	41,378.77	0.00	0.00	41,378.77			41,378.77
Water Improvement	259,976.17	0.00	0.00	259,976.17			259,976.17
Water T&A	222,878.48	4,457.76	1,145.00	226,191.24			226,191.24
Water equipment replacement	60,288.00	0.00	0.00	60,288.00			60,288.00
Sewer Utility	952,597.48	149,739.96	199,547.10	902,790.34		250.73	903,041.07
Sewer bond/sinking fund	135,798.20	0.00	0.00	135,798.20			135,798.20
Sewer Improvement	164,537.22	0.00	9,983.99	154,553.23			154,553.23
Sewer Surplus	69,978.67	0.00	0.00	69,978.67			69,978.67
Northwest Sewer Trunk	(80,529.18)	0.00	0.00	-80,529.18			-80,529.18
Sewer equipment replacement	90,683.77	0.00	0.00	90,683.77			90,683.77
Storm Water	1,092,620.09	29,355.89	13,545.62	1,108,430.36		-11.44	1,108,418.92
Storm water equipment replacement	15,000.00	0.00	0.00	15,000.00			15,000.00
Warren Water Buyout	133,518.88	10.47	0.00	133,529.35			133,529.35
Equipment Revolving	(183,017.93)	90.38	1,898.00	-184,825.55			-184,825.55
Outstanding Deposits							-2,451.31
Outstanding Checks							65,656.53
Bank Balance							<u>12,218,104.88</u>
ACH CC PAYMENTS P&R							353.56
ACH CC PAYMENTS COMM DEVELOP							25.00
Ending Cash Balance	9,708,222.45	3,465,030.89	941,076.77	12,232,176.57		-77,276.91	12,218,483.44
City State Bank	8,306,595.41						
City State Bank MM	3,228,208.53						
City State Dog Park	9,601.49						
City State HIDTA	20,288.64						
City State Local Forfeiture Fund	89.00						
Community State Bank	653,700.37						
Total Bank Balance	12,218,483.44						
						Finance Director: Jean Furler	



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 7
For Meeting of 6.16.2016

REQUEST:	Review of the Final Plat of <i>Estates on the Ridge Plat 2</i>
STAFF CONTACT:	Luke Parris, AICP City Planner
APPLICANT(S):	Estates on the Ridge, LLC 2400 86th Street, Suite 24 Urbandale, Iowa 50322
GENERAL DESCRIPTION:	This request would create 38 single family lots in the Estates on the Ridge development, part of the Echo Valley Community PUD.
IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact on the area.
VEHICULAR & PEDESTRIAN TRAFFIC:	The request would not appear to have a negative impact on traffic conditions. This development is west of Estates on the Ridge Plat 1 and connects to Autumn Sage Circle. The only public street in the development is a loop road.
TRAIL PLAN:	This plat includes a 6' sidewalk along the front of lots interior to the circle and standard city sidewalks on the exterior lots.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site is zoned as Parcel A of the Echo Valley Community PUD, which allows for R-1(100) uses. The development is surrounded by the Echo Valley Golf Course.
BULK REGULATIONS:	Bulk Regulations: 40' front setback, 25' side setback (minimum 12' on one side), 40' rear yard setback & 50' golf course.
DRAINAGE:	The storm water from this development drains onto the golf course where it continues along drainage easements to the detention areas. There is a small amount of detention at the rear of lots 27 and 28.

DEVELOPMENT HISTORY:	The Echo Valley Community PUD was approved on June 5, 2003 and the preliminary plat was approved on May 15, 2014.
FLOODPLAIN:	None of the proposed lots are located within a floodplain.
PARKLAND:	The developer has met the parkland dedication which was satisfied through the PUD master planning phase.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER.	<ul style="list-style-type: none"> • The final plat shows a 40' front setback on all lots. • The final plat shows a 40' rear setback on all lots. • A proposed 15' PUE's & gas main easement is at the front of all lots. • A proposed 15' sanitary sewer easement is at the front of lots 19-22. • A 50' gas main easement is through lots 1-2, 15-17, & 27-38. • 10' drainage easements are on lots 5-9, 22-26, & 35-36. • A 15' storm sewer easement is located on lots 13-14. • A 15' private access easement is on lots 9-10. • A sanitary and storm easement is at the front of lots 35-36. • A 3' sanitary sewer easement is at the rear of lots 9-13. • A private drainage, detention, & storm sewer easement is at the rear of lots 9-10.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates the area in question as Medium Density Residential. This request would be in compliance with such designation.
STAFF ANALYSIS – ZONING ORDINANCE:	<p>The Final Plat consists of 38 single family lots, containing approximately 35.82 acres of land, west of Estates on the Ridge Plat 1. The setbacks, identified in the PUD, are 40' front yard, 25' side yard, 40' rear yard, and 50' golf course.</p> <p>Streets shown will be dedicated to the City for street use upon approval of the Final Plat. The street is a continuation of Autumn Sage Circle. The designated street right-of-way is 60 feet with 28' wide streets.</p>
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	<p>The Subdivision Ordinance requires that Final Plat submissions include such criteria as boundaries of property, engineer's certificate, easements and right-of-way widths. All information has been submitted by the applicant. The Final Plat shows platted building lines, property lines with dimensions, easements and right-of-way widths.</p> <p>The applicant will need to submit all other required documents prior to release of the final plat for recording.</p>

**PLANNING & ZONING
RECOMMENDATION:**

The Planning & Zoning Commission recommends that the request for the Final Plat of Estates on the Ridge Plat 2 be approved with the following conditions:

- That the applicant provides all supporting documentation required within the Norwalk Subdivision Regulations.
- That any significant modifications to the final plat be reviewed and approved by the Planning & Zoning Commission and City Council.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract _____ Other (Specify) _____
Funding Source: _____ NA _____

APPROVED FOR SUBMITTAL _____ Planning & Economic Development Director

RESOLUTION NO. ____

A RESOLUTION APPROVING THE ESTATES AT THE RIDGE PLAT 2 – FINAL PLAT

WHEREAS, the Planning & Zoning Commission reviewed this request at their regular meeting on April 25, 2016 and recommends approval of the Final Plat; and

WHEREAS, that upon final approval of the final plat, the developer adheres to all provisions detailed in the Norwalk Subdivision Regulations and Norwalk Municipal Code of Ordinances; and

WHEREAS, that any significant modifications to the final plat be reviewed and approved by the Planning & Zoning Commission and City Council; and

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Final Plat for the Estates at the Ridge Plat 2 as described and shown in Attachment "A" attached hereto and made a part thereof by reference.

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

Tom Phillips - Mayor

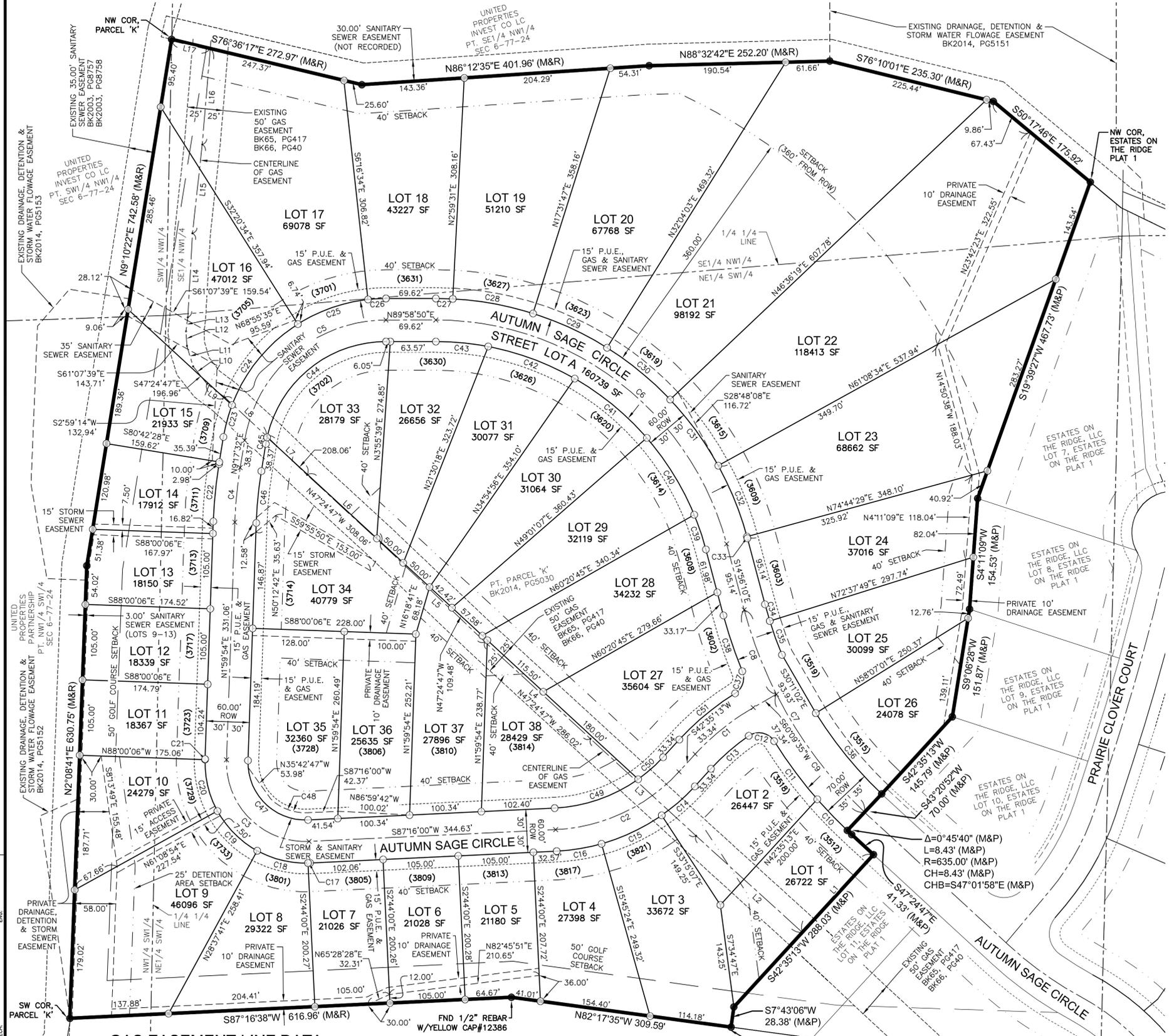
ATTEST:

JODI EDDLEMAN, CITY CLERK

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>
Kuhl	___	___
Lester	___	___
Isley	___	___
Riva	___	___
Livingston	___	___

ESTATES ON THE RIDGE PLAT 2

FINAL PLAT



OWNER / DEVELOPER

ESTATES ON THE RIDGE, LLC
2400 86TH STREET, SUITE 24
URBANDALE, IOWA 50322

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

PLAT DESCRIPTION

PARCEL 'K' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2014, PAGE 5030 IN SECTION 6, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF NORWALK, WARREN COUNTY, IOWA; EXCEPT ESTATES ON THE RIDGE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF NORWALK.

PROPERTY CONTAINS 35.82 ACRES (1,560,395 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

BENCHMARKS

BM#1:
BURY BOLT HYDRANT ON WEST SIDE OF ECHO RIDGE TRAIL
500'+/- NORTH OF BEARDSLEY STREET. ELEVATION=936.02

BM#2:
BURY BOLT HYDRANT ON WEST SIDE OF ECHO RIDGE TRAIL
850'+/- NORTH OF BEARDSLEY STREET. ELEVATION=923.57

ZONING

ECHO VALLEY COMMUNITY PLANNED UNIT DEVELOPMENT
PARCEL A - (R-1 (100))

DATE OF SURVEY

MAY, 2015

AREA SUMMARY

AREA OF THE PLAT WITHIN
SW 1/4 NW 1/4 = 10,510 SF
NW 1/4 SW 1/4 = 95,037 SF
SE 1/4 NW 1/4 = 355,114 SF
NE 1/4 SW 1/4 = 1,099,734 SF

LEGEND

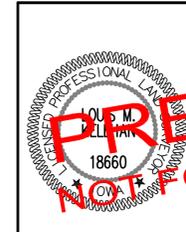
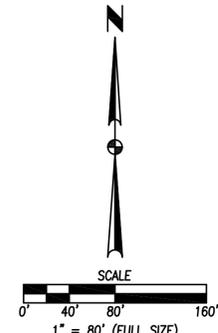
SECTION CORNER AS NOTED	FOUND	SET
1/2" REBAR, YELLOW CAP#16747 (UNLESS OTHERWISE NOTED)	▲	△
1/2" REBAR, YELLOW CAP#18660 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
PLATTED BEARING & DISTANCE	P	
RECORDED BEARING & DISTANCE	R	
MINIMUM PROTECTION ELEVATION	MPE	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	

NOTES

- ANY FENCE CROSSING A DRAINAGE EASEMENT OR CROSSING THE DRAINAGE SWALE ON LOTS 3, 4, 32, 33 AND 34 SHALL MAINTAIN 6" SEPARATION FROM BOTTOM OF FENCE TO BOTTOM OF SWALE.
- DRAINAGE EASEMENTS ARE NOT SHOWN ON LOTS 3, 4, 32, 33 AND 34 BUT OVERLAND FLOW FROM UPSTREAM LOTS SHALL BE ALLOWED TO DRAIN ACROSS THESE LOTS. A GRADING PLAN SHALL BE PROVIDED TO DEVELOPER AND CITY FOR APPROVAL PRIOR TO CONSTRUCTION OF ANY STRUCTURES ON THESE LOTS.
- ANY USE OF THE PUBLIC UTILITY EASEMENT IS SUBORDINATE TO THE CITY'S USE OF THE PUBLIC UTILITY EASEMENT. ANY UTILITY USING THE PUBLIC UTILITY EASEMENT IS REQUIRED TO RELOCATE ITS FACILITIES AT NO COST TO THE CITY IN THE EVENT THAT USE CONFLICTS WITH THE CITY'S CURRENT OR FUTURE USE OF THE PUBLIC UTILITY EASEMENT.
- REFER TO MIDAMERICAN ENERGY ENCROACHMENT AGREEMENT DATED OCTOBER 13, 2015 LOCATED IN BOOK 2016, PAGE 669 FOR RESTRICTIONS ON THE EXISTING 50' GAS EASEMENT.

GAS EASEMENT LINE DATA

L1 S42°35'13"W 146.89'	L5 N46°28'28"W 200.00'	L9 N53°14'05"W 31.12'	L13 N7°17'12"E 19.67'	L17 N76°36'17"W 55.44'
L2 N47°49'21"W 200.00'	L6 N47°26'10"W 140.00'	L10 N38°21'14"W 31.29'	L14 N3°10'53"E 117.18'	
L3 N47°27'26"W 200.00'	L7 N46°17'28"W 78.81'	L11 N16°49'13"W 29.71'	L15 N6°18'41"E 124.45'	
L4 N47°32'27"W 200.00'	L8 N47°11'51"W 78.81'	L12 N3°38'47"W 20.34'	L16 N4°45'36"E 134.09'	



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

DATE: _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

DATE: 03/07/16
10/05/15

REVISIONS:
SECOND SUBMITTAL

FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: _____
ENGINEER: _____

ESTATES ON THE RIDGE PLAT 2

FINAL PLAT

NORWALK, IOWA

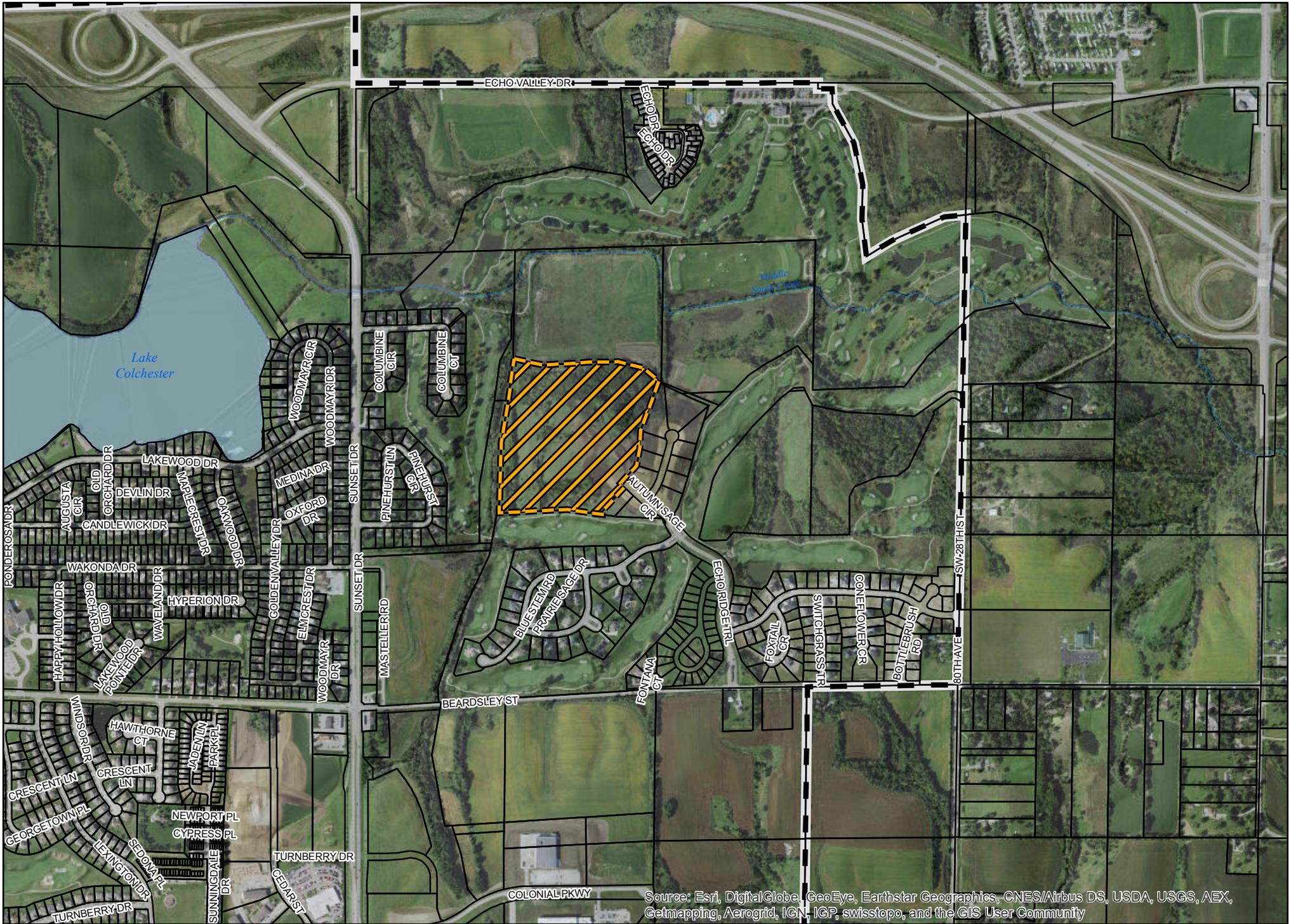
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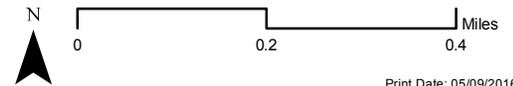
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Estates at the Ridge Plat 2 Location





**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 8
For Meeting of 6.16.2016

ITEM TITLE: Local Option Sales & Service Tax (LOSST)

CONTACT PERSON(S): Jean Furler, Finance Director

SUMMARY EXPLANATION: As you are aware, effective July 1 the city will start collecting a one-percent (1%) local option sales and service tax (LOSST). The revenues will be distributed on a monthly basis and are estimated at \$62,500/month (\$750,000 annual). At the last staff meeting a list of projects/equipment was compiled mainly for FY2016-17. The list is comprised of smaller projects that were planned to be added on to a bond issue at some point. The LOSST allows the city the opportunity to prioritize these projects and pay for them with the monthly revenues. On the list you will notice a few projects have been moved up (library carpet, ambulance, Orchard Hills park equipment). The assumptions with this list include:

- 1) Unincorporated areas consider placing LOSST on the ballot and it passes effective July 1, 2017
- 2) 1% conservative revenue increases each year
- 3) Based on the current capital improvement plan (specifically items originally approved in the FY17 budget) and subject to change by the mayor and city council

POTENTIAL LOSST PROJECTS	LOSST 16-17	LOSST 17-18	LOSST 18-19	LOSST 19-20
Storm Sirens	72,500			
HVAC/Fire Panel Upgrade	150,000			
Police Vehicles	55,000	118,000	55,000	118,000
FD Rescue Boat		20,000		
Ambulance (FY20)			182,000	
CH Generator	30,000			
CH Security Upgrades	50,000			
Library Carpet (FY22)	50,000			
Orchard Hills Park/Pick-up (FY19)	40,000		70,000	
Downtown Betterment (new)	5,000			
IT Equipment (FY18)	15,000			
Changeable Art Program (new)	12,000			
HWY 28 Streetscaping	50,000			
Portable Electronic Sign	11,000			
City Hall Bench/Plaque	1,200			
Public Safety Training Room Carpet		12,000		
GRAND TOTAL	541,700	150,000	307,000	118,000

	FY2017	FY2018	FY2019	FY2020
Projected	750,000	454,600	459,146	463,737
Property Tax Relief-Debt Service	187,500	113,600	114,736	115,883
Remaining	\$ 562,500	\$ 341,000	\$ 344,410	\$ 347,854

Assumptions

- 1) Unincorporated Areas pass LOSST 7-1-17
- 2) 1% increase in revenues per year
- 3) Based on current CIP subject to change per CC

____ Resolution _____ Ordinance ____ Contract _____ Other (Specify) _____
Funding Source _____ LOSST Revenues _____
APPROVED FOR SUBMITTAL _____ City Manager

STAFF RECOMMENDATION: Approve support of utilizing the LOSST revenues for projects and equipment as provided by staff each budget year. Any projects approved to be moved to fiscal year 2017 and not in original budget will be brought back to council for formal approval.



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 9
For Meeting of 06.16.2016

ITEM TITLE: Consideration of a Proposed Resolution Ordering Construction of Public Improvements, Approving Plans and Specifications and Fixing a Date for Public Hearing and taking of bids for the Norwalk Gateway Sign Project

CONTACT PERSON: Tim Hoskins, Public Works Director
Wade Wagoner, Community Development Director

SUMMARY EXPLANATION: This project was commissioned by the City in an effort to bring attention to the community with a decorative entrance element. RDG Planning and Design has offered several options to the City for consideration before a decision was made to proceed with the final product. The project consists of the construction of a gateway monument sign including all labor, materials and equipment to construct concrete and masonry sign with internally illuminated sign panel and artistic metal arches and electrical service to the site.

The project schedule is as follows:

- 6-16-16 Resolution-Ordering Construction, approval of preliminary plans, and fixing a date for public hearing and taking bids.
- 6-15-16 Send public notice to be published
- 6-24-16 Publication in papers
- 6-20-16 Issue contract document to bidders
- 7-8-16 Bid Letting at 10:00 a.m. City Hall
- 7-21-16 Public Hearing & Resolution adopting final plans and specifications
- 7-21-16 Resolution-Award of Contract
- 7-21-16 Resolution-Approving Contracts
- 7-26-16 Issue Notice to proceed

<p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____</p> <p>Funding Source: _____ Budgeted Item _____</p> <p>APPROVED FOR SUBMITTAL _____ Jean Furler, Interim City Manager</p>

STAFF RECOMMENDATION: Approval of the resolution

RESOLUTION NO. _____

**RESOLUTION ORDERING CONSTRUCTION
OF CERTAIN PUBLIC IMPROVEMENTS,
APPROVING PRELIMINARY PLANS, AND FIXING A DATE FOR HEARING THEREON AND
TAKING OF BIDS THEREFOR FOR IMPROVEMENTS KNOWN AS THE
GATEWAY SIGN PROJECT**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NORWALK GATEWAY SIGN PROJECT, and has caused to be prepared preliminary plans, specifications and form of contract, together with estimate of cost, on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said preliminary plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

WHEREAS, before said preliminary plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements entered into, it is necessary, pursuant to Division VI of Chapter 384 of the Code of Iowa, to hold a public hearing and to advertise for bids,

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NORWALK GATEWAY SIGN PROJECT in the manner set forth in the preliminary plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and Letting, said public improvements being more generally described as follows:

All labor, materials, and equipment necessary for the construction of the proposed improvements as follows:

The construction of a gateway monument sign including all labor, materials and equipment to construct concrete and masonry sign with internally illuminated sign panel and artistic metal arches and electrical service to the site.

Section 2. That the amount of bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of said specifications; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice to bidders once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to July 8, 2016, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 10:00 a.m. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public meeting as provided in the public notice and the results of said bids shall be considered at a meeting of this Council on July 21, 2016 at 6:00 o'clock p.m.; and,

BE IT FURTHER RESOLVED, that the City Clerk is hereby designated as the authority to receive and open said bids on behalf of the City of Norwalk, Iowa; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing once in said newspaper, said publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the final plans, specifications, form of contract and estimate of costs for said project, said hearing to be at 6:00 o'clock p.m. on July 21, 2016.

PASSED and ADOPTED this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 10
For Meeting of 6.19.2016

ITEM TITLES: Consideration of the resolution approving the an addendum to the Development Agreement with Loffredo Holdings LLC dated 12/27/2013

CONTACT PERSONS: Wade R. Wagoner, AICP LEED GA, Planning & Economic Development Dir.
Jim Dougherty, City Attorney

SUMMARY EXPLANATION

The City of Norwalk has been working with Loffredo Holdings LLC on a Development Agreement Addendum.

Attached is a development agreement addendum reviewed by both Loffredo Holdings LLC attorney, Joel Templemen and City Attorney, Jim Dougherty. This development agreement is in consort with action taken at the Warren County Board of Supervisor’s meeting on June 7, 2016 where the supervisors voted 3-0 to approve the extension until December 31, 2017.

Other Considerations.

Loffredo Holdings LLC has explored many options for removing the dirt pile including:

- Building a berm to the north of the property to further buffer the properties to the north and to create new light industrial lots to the east of the existing facility (see attached map)
- Working with Developers west of town to utilize the dirt
- Working with United Properties on the Market Place, including building a berm on the eastern side to buffer properties such as John Putbrese.
- Working with our consultants in Sub Area 1 to find the best use for the dirt.
- Working with Farms of Holland to find a home for the dirt.

<input checked="" type="checkbox"/> Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____	
Funding Source: <u>TIF (originally and a grant from the county)</u>	
	
APPROVED FOR SUBMITTAL _____ Planning & Economic Development Director	_____ City Attorney

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

RESOLUTION NO

Approving the Development Agreement Addendum to the Development Agreement with Loffredo Holdings LLC dated 12/27/2013

WHEREAS, the Loffredo Holdings LLC has been working diligently to meet the original terms of the development agreement; and

WHEREAS, the City of Norwalk and Loffredo Holdings LLC believe that the extension until December 31, 2017 will allow Loffredo Holdings LLC to find the highest and best use of the excess dirt; and

WHEREAS, moving the dirt to the best possible location potentially frees up two additional light industrial pad sites along Colonial Parkway, adding value to both the City and the seller;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWLAK, IOWA, that the attached development agreement addendum with Loffredo Holdings LLC, attached hereto and made a part hereof, is approved.

Passed and approved this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>
Riva	___	___
Isley	___	___
Kuhl	___	___
Livingston	___	___
Lester	___	___

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is entered into this ____ day of _____, 2016, by and between the **City of Norwalk, Iowa**, a municipal corporation (“the City”), and **Loffredo Holdings, LLC**, an Iowa limited liability company (the “Company”).

RECITALS

A. The City entered into a Development Agreement with Loffredo Gardens, Inc., an Iowa corporation (“Loffredo Gardens”), on December 27, 2013 with respect to the construction of a proposed processing and manufacturing facility on land within a portion of the City of Norwalk, Warren County, Iowa (“Development Agreement”).

B. The interest of Loffredo Gardens in the Development Agreement was assigned to the Company by an Assignment and Assumption Agreement, dated April 14, 2014.

C. The City and the Company have discussed ways to extend the deadline set forth in Section A, Paragraph 12 of the Development Agreement as it relates to the excavation and removal of a certain dirt pile situated on a portion of property subject to the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

1. **Dirt Excavation and Removal.** Section A, Paragraph 12 of the Development Agreement captioned “Dirt Excavation and Removal” is deleted in its entirety and the following shall be substituted in its place:

The Company hereby agrees to excavate and remove the dirt pile situated on a portion of the City Property by no later than December 31, 2017. To the extent that the City requests the use of some portion of the dirt for a City project prior to its complete removal by the Company, then the Company will consider such request in good faith, but the Company will not be required to grant such request.

2. **Confirmation of Development Agreement.** Except as amended herein, the Development Agreement by and between the City and the Company shall remain in full force and effect according to its terms.

3. **Execution and Counterparts.** This Amendment may be executed in counterparts and each such counterpart, and all of them together, shall constitute one instrument.

Entered into as of the day, month, and year first written above.

CITY OF NORWALK, IOWA

By: _____
Tom Phillips, Mayor

Attest:

Jodi Eddleman, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Tom Phillips and Jodi Eddleman, the Mayor and City Clerk respectively, of the City of Norwalk, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

Notary Public in and for the State of Iowa

LOFFREDO HOLDINGS, LLC, an Iowa limited liability company

By: _____
Eugene A. Loffredo, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by Eugene A. Loffredo, President of Loffredo Holdings, LLC, an Iowa limited liability company, on behalf of
Loffredo Holdings, LLC.

Notary Public in and for the State of Iowa

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PB
WCA

DEVELOPMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: James S. Dougherty, 801 Notih Ave., Norwalk, IA 50211, Phone:
(515) 981-5401

Taxpayer Information:
Loffi"edo Gardens Inc.
1845 Colonial Parkway
Norwalk, Iowa 50211

Return Address:
Notwalk City Hall
705 North Ave.
Notwalk, Iowa 50211

Grantors:)Se.o- o.a.;;..
Grantees: rJ-
Legal Description: f""}e-s (LJ. J.(5

Document or instrument number if applicable:

County

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Norwalk, Iowa (the "City") and Loffredo Gardens, Inc. (the "Company") as of the 27th day of December, 2013 (the "Commencement Date").

Preamble.

WHEREAS, the City has established the Norwalk Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company proposes to undertake the acquisition of certain real property in the Urban Renewal Area and the construction of new processing and manufacturing facilities thereon for use in the Company's business operations (the "Project"); and

WHEREAS, the Project will be situated on certain real property (the "Development Property"), such property being legally described on Exhibit A hereto; and

WHEREAS, the City owns certain real property (the "City Property") which lies within the Urban Renewal Area, comprises a portion of the Development Property and is more specifically described on Exhibit B hereto; and

WHEREAS, it has been proposed that the Company acquire the City Property from the City for the purchase price of \$700,000 (the "Purchase Price"); and

WHEREAS, the City has complied with the provisions of Section 403.8 of the Code of Iowa and has authority to sell the City Property to the Company; and

WHEREAS, the assessed valuation of the Development Property as of January 1, 2013 was \$29,072.50 (the "Base Value"); and

WHEREAS, the Company has requested that the City provide financial assistance in the form of property tax abatement and incremental property revenue tax payments to be used by the Company in defraying the costs of acquiring the Development Property and constructing, operating and maintaining the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Representations, Warranties and Covenants.

I. Representations and Warranties. The Company represents and warrants that:

a) The Company is a duly formed and maintained Iowa corporation and has capacity to enter into this Agreement and to perform its obligations hereunder.

b) The construction of the Project would not be undertaken by the Company, and, in the opinion of the Company, would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit provided to the Company by the City under this Agreement.

c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement is prevented, limited by, or conflicts with, or results in a breach of, the terms, conditions or provisions, or any corporate restriction, or any evidences of indebtedness, agreement, or instrument of whatever nature to which the Company is a party, or by which it is bound or constitutes a default under any of the foregoing.

2. **Real Estate Transaction.** Subject to the Conditions Precedent, as hereinafter defined, the Company agrees to purchase (the "Real Estate Transaction") unencumbered, fee simple title to the City Property from the City at the Purchase Price. The Real Estate Transaction shall be more specifically documented under separate real estate purchase agreement, deeds and such other documentation as shall be deemed necessary by the parties. The Real Estate Transaction shall be closed by no later than January 3, 2014.

The Company's use of the City Property shall be subject to, and have the benefit of, all of the conditions, covenants, restrictions, licenses, easements, rights and the limitations imposed and granted by this Agreement. The transfer of title to the City Property and the Company's use of said City Property shall also be subject to building and zoning laws and regulations.

Unless otherwise mutually agreed by the City and the Company, the execution and delivery of the deed for the conveyance of the City Property shall be made at the principal office of the City. The deed shall be in recordable form and shall be promptly recorded, with this contract attached thereto as an exhibit. The Company shall pay all costs for recording the deed and shall pay all real estate property taxes payable with respect to the City Property and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the City Property. The term "Conditions Precedent" means the occurrence of the following events: (i) The Company obtaining ownership or sufficient control of all parcels and interests deemed necessary by the Company for the Project, (ii) the Company obtaining such financings, financial accommodations, loans and financial assurances as are deemed necessary and prudent by the Company with respect to the Project.

3. **Project Construction.** At a minimum, the Project shall include (a) the construction of necessary utility connections, site preparations, driveway improvements and parking lot improvements and (b) construction of the processing facility containing not less than 45,000 square feet all as set forth on the site plan (the "Site Plan") attached hereto as Exhibit C (collectively the "Minimum Improvements"). The Company has submitted the Site Plan for the development of the Project to the City which was approved by the City Council on December 19, 2013. The Company agrees to construct the Project in accordance with the Site Plan. The Project shall be constructed by the Company in accordance with all applicable local, state and Federal regulations governing such facilities and in conformance with plans and specifications as the same have been submitted to the City and may be modified with approval by the City.

Subject to Unavoidable Delays, as hereinafter defined, the Company agrees to begin construction of the Project within 180 days of the Commencement Date, unless the City and the Company agree in writing to an alternate date. For purposes of this Agreement, Unavoidable Delays shall include delays, outside the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, environmental remediation, failure, Acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties by injunction or other similar judicial action, or acts of any Federal, state or local governmental unit which directly result in delays (such governmental "acts" shall include, but not be limited to, newly enacted or revised statutes or regulations, or revived statutes or regulations not previously enforced generally).

Subject to Unavoidable Delays, the Company agrees to substantially complete construction of the Project by December 31, 2014. The Company agrees for itself, and every successor in interest to the Development Property, or any part thereof, that the Company, and such successors and assigns shall, in good faith, construct and make the Minimum Improvements in accordance with this Agreement.

4. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Development Property, in contemplation of the Base Value, plus the value to be added by the Project, at not less than Two Million Four Hundred Thousand Dollars (\$2,400,000) (the "Minimum Assessed Value") as of January 1, 2015 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Value shall be established on the Warren County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form as set forth on Exhibit D hereto and shall remain in effect until January 1, 2030, such date representing the final maturity date on the City's General Obligation Corporate Purpose Bonds, Series 2010B. The City and the Company agree that the property tax abatement or exemption contemplated in Section A. II of this Agreement shall exempt from property taxation, a sliding scale percentage of the Minimum Assessed Value during the years in which the abatement or exemption benefit is in effect as shown on the property tax benefit summary schedule set forth as Exhibit E hereto. The City and the Company hereby acknowledge and agree that (a) the figures set

out in Exhibit E are estimates based upon reasonable projections made by the parties in 2013; and (b) the actual property taxes, savings and incremental property tax revenues will be based up actual valuations and levy rates as determined during the Term.

5. Insurance. The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Development Property and the completed Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (a) below prior to the commencement of construction of the Project (excluding excavation and footings):

a) Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

c) Workers compensation insurance, with statutory coverage.

All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

The Company, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$500,000 in amount to, or destruction of the Project resulting from fire or other casualty. Furthermore, subject to the provisions of applicable financing arrangements, the Company further agrees to apply the proceeds from any and all casualty claims against the insurance detailed in this Section to the restoration and improvement of the Development Property and/or the Project.

6. **Property Taxes.**

a) **Payment of Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Development Property throughout the Term, as hereinafter defined, and, if requested, to submit to the City a receipt or cancelled check in evidence of each such payment.

b) **Taxability of Development Property.** The Company shall not, during the Term, as hereinafter defined, cause or voluntarily permit the Development Property or completed Project to be sold or leased to an entity that is exempt from property taxation.

7. **Refundable Grant.** Except as hereinafter provided, the Company agrees to receive a grant from the City in an amount equal to \$700,000 (the "Refundable Grant"). The Company further agrees to apply the proceeds of the Refundable Grant to the payment of costs associated with the development of the Project. The Company hereby agrees to repay the Refundable Grant to the City in-full on or before January 31, 2014, unless their obligation to refund the proceeds of the Refundable Grant has been forgiven by the City in accordance with Section B.9 below.

8. **Company Certifications.** Following completion of the Project, to the extent that the City submits a written request to the Company by no later than October 15 of any year, then the Company shall demonstrate to the satisfaction of the City, by no later than November 1 of that year, that the Company is using the completed Project as part of its ongoing business operations. Such demonstration shall include a report of the number of employees then-employed for work at the completed Project.

Furthermore, the Company agrees to certify to the City, upon written request, by no later than October 15 of each year, commencing October 15, 2015, an amount (the "Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Development Property as mutually determined by the City and the Company. In determining each such Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit F. The City reserves the right to review and request revisions to each such Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental taxable valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district instructional support and physical plant and equipment levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section.

9. **Local Administrative and Bond Related Costs.** The Company hereby agrees that the City shall claim from the first Incremental Property Tax Revenues to

become available from the Development Property an amount (the "City Cost Amount") equal to the lesser of (a) Seven Thousand Five Hundred Dollars (\$7,500); or (b) the actual legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan for the Urban Renewal Area, in order to make the City whole for the incurrence of such costs. Upon written request, the City will demonstrate to the Company the actual legal fees and administrative costs incurred.

10. Tax Exempt Industrial Development Bonds. The Company hereby acknowledges that it has requested that the City serve as the conduit issuer of tax exempt bonds (the "Bonds") on behalf of the Company in connection with the financing of the Project. The Company hereby acknowledges that the City may incur costs while performing its role as issuer of such bonds. The Company agrees to pay all reasonable and necessary costs, including costs of counsel, and expenses of the City related to the Bonds and the Project, such amount being anticipated not to exceed an aggregate total of \$25,000.

Furthermore, the Company hereby acknowledges that the Bonds, when issued, shall be limited obligations payable solely out of the revenues derived from the debt obligation, collateral, or other security furnished by or on behalf of the Company and the principal and interest thereof shall not constitute an indebtedness of or charge against the City, within the meaning of any constitutional or statutory debt limit or give rise to a pecuniary liability of, or claim against the City or a charge against its general credit or general funds.

11. Property Tax Abatement. The Company hereby agrees to submit timely application for property tax abatement or exemption for the Property under either the City's industrial tax abatement/exemption ordinance adopted pursuant to Chapter 4278 of the Code of Iowa or the City's urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa.

12. Dirt Excavation and Removal. The Company hereby agrees to excavate and remove the dirt pile situated on a portion of the City Property by no later than July 1, 2016. To the extent that the City requests the use of some portion of the dirt for a City project prior to its complete removal by the Company, then the Company will consider such request in good faith, but the Company will not be required to grant such request.

13. Indemnification. The Company agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with, and limited to, any of the following:

a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the construction of the Project.

b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company or successors in interest will insure against in connection with the Project and/or the Development Property.

c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

14. Conveyance of Public Right-Of-Way. The Company hereby recognizes that the City's transportation infrastructure planning for the territory near and including the Development Property will evolve over time. Accordingly, during the Term and upon request from the City, the Company agrees to convey to the City at the price of Six Thousand Dollars (\$6,000) sufficient real property, provided that such property is situated adjacent to an outer boundary of the Development Property, to provide up to 60 feet of public right-of-way for such streets, avenues and/or thoroughfares as may be determined to be necessary by the City Council.

15. Default Provisions. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

a) Failure by the Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement. Failure to complete the Project by the stated completion date due to Unavoidable Delays shall not constitute default of this Agreement.

b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.

c) Failure by the Company to repay when due the Refundable Grant.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, City shall then have the right to:

a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

b) Withhold Payments provided for under Section B.2 below.

B. City's Representations, Warranties and Obligations.

I. Representations and Warranties. The City represents and warrants that:

a) The City has all the powers of a Municipal Corporation under the laws of the State of Iowa. The City has the authority to enter into this Agreement and to carry out its obligations hereunder.

b) The Project has been duly identified and approved as part of the plan for the Urban Renewal Area, in accordance with the provisions of Chapter 403 of the Code of Iowa and has been determined to be necessary to carry out for the furtherance of the urban renewal objectives of the City.

c) The Payments, as hereinafter defined are being provided in accordance with the provisions of Chapter 403 of the Code of Iowa.

d) The City has reviewed and approved this Agreement in accordance with the provisions of Chapter 403 of the Code of Iowa.

e) Except as hereinafter provided, City makes no representation or warranty, either expressed or implied, as to the soil conditions of the City Property or that said Property shall be suitable for the Company's purposes or needs.

f) City has determined, in accordance with Section 403.8 of the Code of Iowa, that the fair value of the City Property is Seven Hundred Thousand Dollars (\$700,000).

2. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make a series of semiannual economic development tax increment payments (the "Payments") to the Company as hereinafter set forth during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed One Hundred Fifty-Nine Thousand Dollars (\$159,000) (the "Aggregate TIF Maximum"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council.

The Payments will be made on December 1 and June 1 of each fiscal year of the City, beginning on the first December 1 for which Incremental Property Tax Revenues become available relative to the Minimum Assessed Value, and continuing for a maximum total of five (5) fiscal years. Each Payment shall be in an amount equal to the Incremental Property Tax Revenues attributable to the Development Property and received from the Warren County Treasurer in the six months preceding the respective Payment due date.

This Agreement assumes that a portion of the Minimum Assessed Value of the Project will go on the property tax rolls as of January 1, 2015. Accordingly, Payments

will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2016, and continuing through and including June 1, 2021, or until such earlier date upon which total Payments equal to the Aggregate TIF Maximum have been made.

3. Security and Annual Appropriation. The Payments shall not constitute general obligations of the City, but shall be made solely and only from (i) Incremental Property Tax Revenues received by the City from the Warren County Treasurer which are attributable to the Development Property with the completed Project thereon.

Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Estimate (the "Appropriated Amount").

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Estimate as called for in Section A.8 above, provided however that no Payment shall be made after June 1, 2021.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate some or all of the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Warren County Auditor an amount equal to the most recently obligated Appropriated Amount.

5. Real Estate Transaction. The City agrees to carry out the Real Estate Transaction and thereby to sell unencumbered, fee simple title to the City Property to the Company in exchange for the Purchase Price. The Real Estate Transaction shall be more specifically documented under separate real estate purchase agreement (the "R.E.P. Agreement") which was approved by the City Council on December 5, 2013 (and is incorporated herein by this reference), deeds and such other documentation as shall be deemed necessary by the parties. The parties hereby agree that the Real Estate Transaction shall be closed by no later than January 3, 2014, and the R.E.P. Agreement shall survive the closing of the Real Estate Transaction.

In accordance with Section A.2 above, the City shall convey, by warranty deed, marketable title, according to Iowa Land Title Examination Standards, for the City Property to the Company.

6. Property Tax Abatement. The City agrees to consider the Company's application for property tax abatement or exemption, as set forth in Section A.11 above in good faith and to punctually carry out its approval determinations in accordance with the tax abatement statute selected by the Company.

7. Certificate of Completion. Upon completion of construction of the Project by the Company in accordance with the terms of this Agreement, City shall furnish to the Company an appropriate completion certificate (the "Completion Certificate"), in substantially the form contained in Exhibit G hereto, so certifying. Within 30 days after written request by the Company, City shall provide to the Company such certification or a written statement providing in adequate detail, the manner in which the Company has failed to construct the Project in accordance with this Agreement, or otherwise in default in the performance of its obligation(s) hereunder, and the measure(s) or action(s) that must be taken to construct the Project in accordance with this Agreement or cure such default.

8. Economic Development Grant. In consideration of the Company's obligations set forth herein and in particular in Section A.12 above, the City hereby agrees to fund an economic development grant in the amount of One Hundred Thirty Thousand Dollars (\$130,000) by no later than January 31, 2014.

To the extent that the Company has not used the completed Project as part of its business operations, remained in business and made full and timely payment of property taxes due with respect to the Development Property through June 30, 2017, then the Company shall refund \$50,000 of the Economic Development Grant to the City.

9. Refundable Grant. The City will fund the Refundable Grant to the Company in the amount of Seven Hundred Thousand Dollars (\$700,000) on the date of closing on the Real Estate Transaction.

The Company's obligation to refund the Refundable Grant proceeds shall be forgiven by the City incrementally based upon the Company's performance as follows:

- a) Upon the successful closing of the Real Estate Transaction \$250,000.
- b) Upon the successful completion of the Project- \$350,000.
- c) Upon the Company's demonstration to the City of the establishment of not less than 145 jobs in connection with its business operations at the completed Project-\$100,000.

Upon the occurrence of any event of forgiveness of obligation to refund, as described herein, the City will send written confirmation to the Company evidencing the date and amount of such forgiveness.

10. Forbearance. Except as provided with respect to the funding of Payments to the Company hereunder, the City agrees that it shall not otherwise pledge or encumber

the Incremental Property Tax Revenues to be derived from the Development Property during the Term, as hereinafter defined.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other Party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City. The collateral assignment of the Payments to a lender, as selected by the Company in its sole and absolute discretion, (the "Lender") is hereby acknowledged and approved by the City. Furthermore, the City hereby gives the Company the right to assign this Agreement, including both its performance obligations and its rights to receive payments hereunder, to a related or subsidiary entity formed by the Company to own the Development Property and carry out the undertaking and operation of the Project.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the City has made payments to the Company in a total amount equal to Aggregate TIF Maximum.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. Further Assurances. The City and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the property described herein or the Project, or for carrying out the expressed intention of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a) In the case of the Company, is addressed to or delivered personally to Loffredo Gardens, Inc., Attention: Mark Zimmerman, 4001 SW 63' Street, Des Moines, IA 50321. Copy to: Joel B. Templeman, 317 Sixth Avenue, Suite 300, Des Moines, IA 50309.

b) In the case of City, is addressed to or delivered personally to City Manager, City Hall, 705 North Avenue, Norwalk, Iowa 50211.

c) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

7. **Counterparts.** This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

8. **Titles of Sections and Preamble.** Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions. The facts and definitions set forth in the preamble hereof are, however, binding terms of the contract and enforceable against both parties hereto.

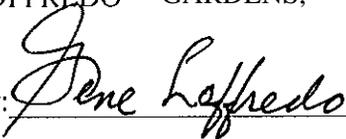
The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NORWALK, IOWA

By 
Mayor

'Clerk

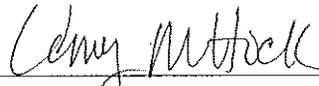
LOFFREDO GARDENS, INC.

By: 

STATE OF IOWA)
) ss.
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 1st day of January, 2013, by Doug Pierce and Jeff Rosien, the Mayor and City Clerk respectively, of the City of Norwalk, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

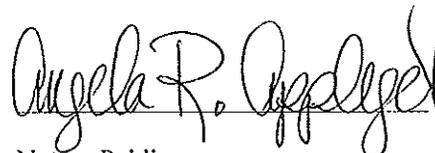
AMY M. HOCK Commission Number 700631 My Commission Expires
--


Notary Public

STATE OF IOWA)
) ss.
f, eLk.,
COUNTY OF)

The foregoing instrument was acknowledged before me this 3rd day of January, 2013, by 010 Loffredo Gardens, Inc., of Loffredo Gardens, Inc., an Iowa corporation.

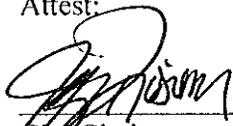
ANGELA R. APPEL Commission Number 700631 My Commission Expires <u>3-1-13</u>


Notary Public

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF NEW WALK, IOWA
By *Imt.(j!dk.ULJ+LL.ff:#:e...*
Mayor /

Attest:



City Clerk

LOFFREDO GARDENS, INC.

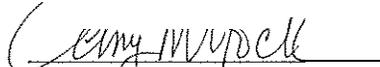
By: *Aene Loffredo*

STATE OF IOWA)

SS:

COUNTY OF WARREN)

On this Ql-K- day of DtttMbuL_, 201\$, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Doug Pierce and Jeff Rosien, 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 Norwalk, Iowa, a municipal corporation organized in the State of Iowa executing the instrument to which this is attached; that said instrument was signed on behalf of the City of Norwalk, Iowa, by authority of its City Council; and that said Doug Pierce and Jeff Rosien, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by i nJby them 7luntarily executed.


Notary Public

AMY M. HOCK
- - '1-Commission Number m639
· o · My 'f!?'£+ " Expires

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY:

Certain real property situated in the City of Norwalk, County of Warren, State of Iowa more particularly described follows:

Parcel "H" of the survey being a part of Outlot A of CCF Industrial Commerce Park, an official plat, and a part of Auditor's Parcel "G" of the NE 1/4, NW 1/4, of Section 7, Township 77 North, Range 24 West of the 5th P.M., as recorded in Book 2013, Page I 1529, all located in the City of Norwalk, Warren County, Iowa, as shown in Book 2013, Page II 633 in the office of the Warren County Recorder.

EXHIBIT B

LEGAL DESCRIPTION OF CITY PROPERTY:

Parcel "H" and "J" of the survey being a part of Outlot A of CCF Industrial Commerce Park, an official plat, and a part of Auditor's Parcel "G" of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, of Section 7, Township 77 North, Range 24 West of the 5th P.M., as recorded in Book 2013, Page 11529, all located in the City of Norwalk, Warren County, Iowa, as shown in Book 2013, Page I 1633 in the office of the Warren County Recorder, EXCEPT

Parcel "G" of the survey of the South 230.00 feet of the NE $\frac{1}{4}$, of the NW $\frac{1}{4}$, of Section 7, Township 77 North, Range 24 West of the 5th P.M., in the City of Norwalk, Warren County, Iowa, as shown in Book 2013, Page 11529 in the office of the Warren County Recorder.

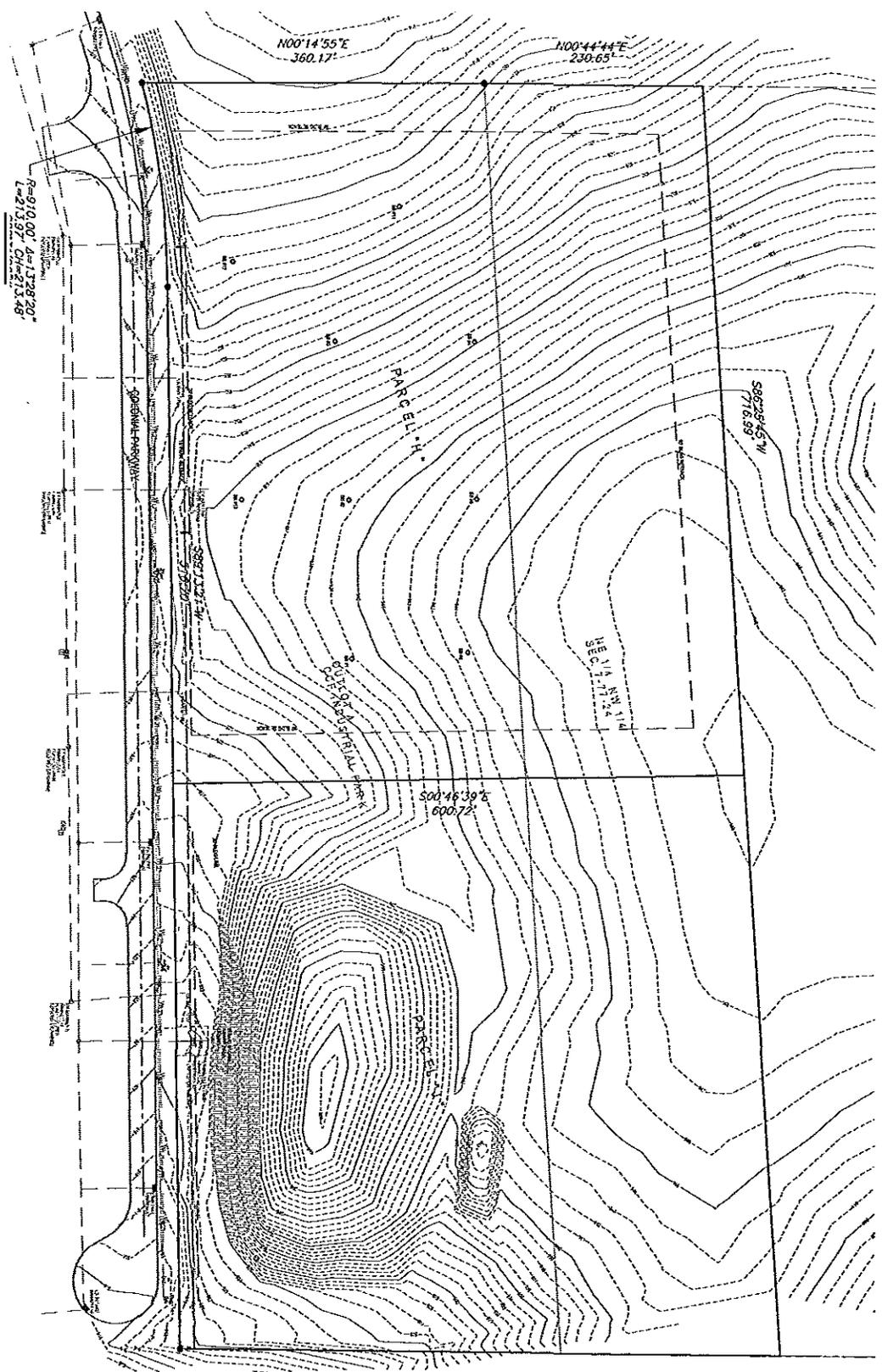
EXHIBIT C
SITE PLAN/MINIMUM IMPROVEMENTS:

[Insert Approved Site Plan Here)

PRELIMINARY - NOT FOR CONSTRUCTION

SCALE: 1"=40' (VERTICAL) 1"=100' (HORIZONTAL) DATE: 12/15/11

GRAPHIC SCALE



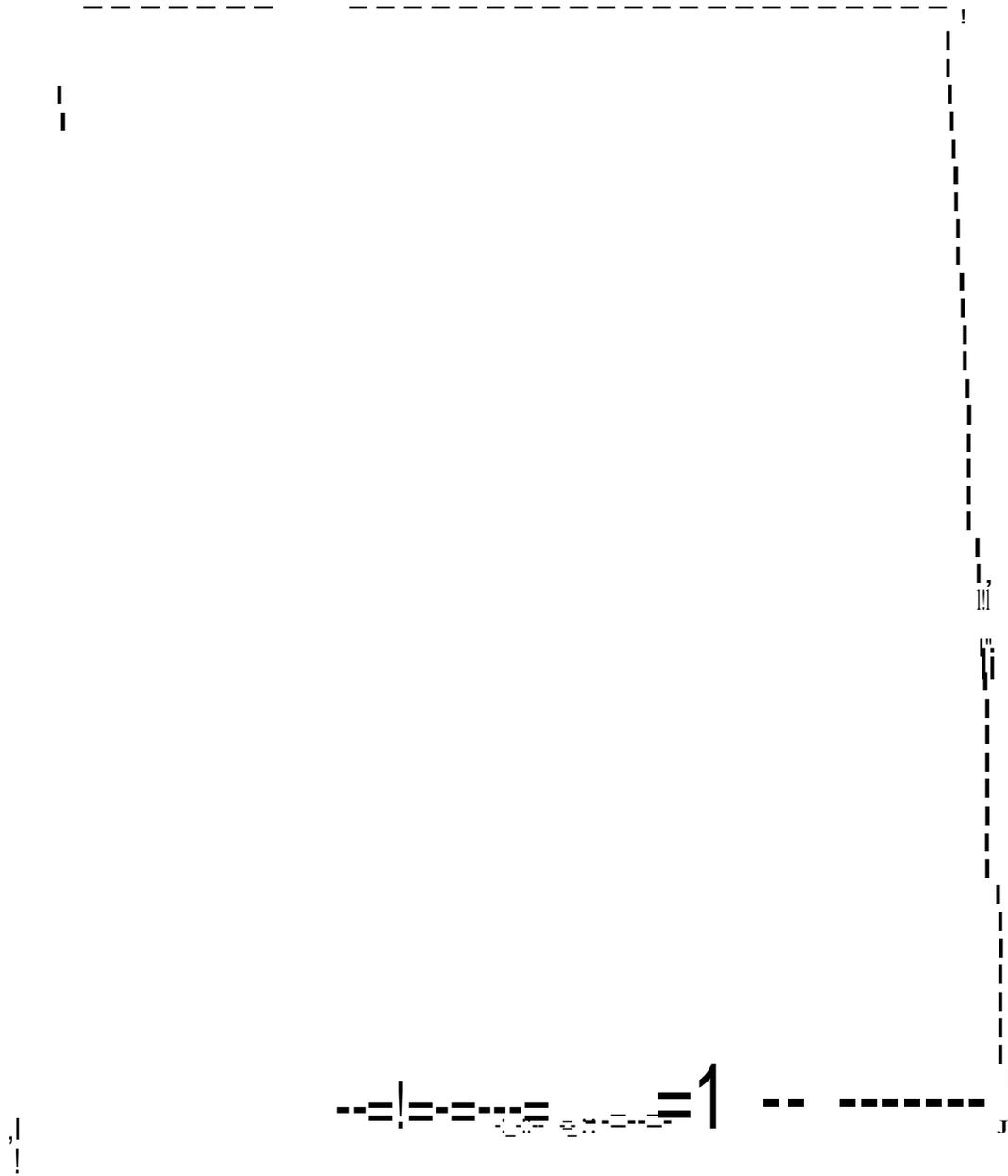
C1.1

PROJECT NUMBER: 130399
 DATE: 12/15/11
 DRAWING TITLE: PROCESSING BUILDING SITE PLAN
 DRAWING NUMBER: C1.1

HIGHWAY 28 FARMS
 PROCESSING BUILDING - SITE PLAN

EXISTING CONDITIONS

Bishop Engineering
 Planning Your Successful Development
 1500 HILLSIDE
 VAIL, CO. 81657
 CIVIL & MECHANICAL

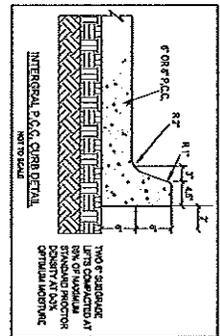
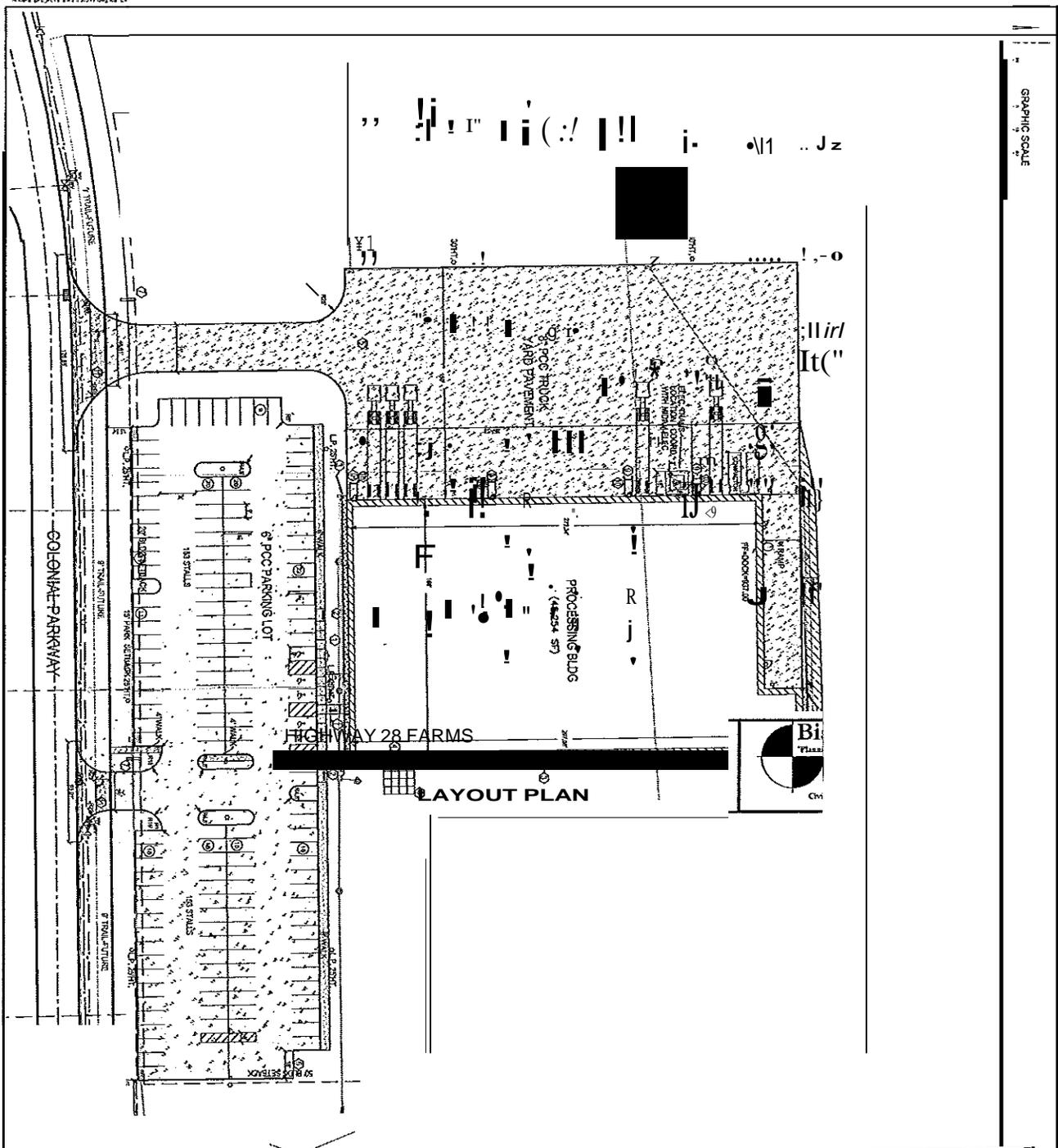


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PRELIMINARY- NOT FOR CONSTRUCTION



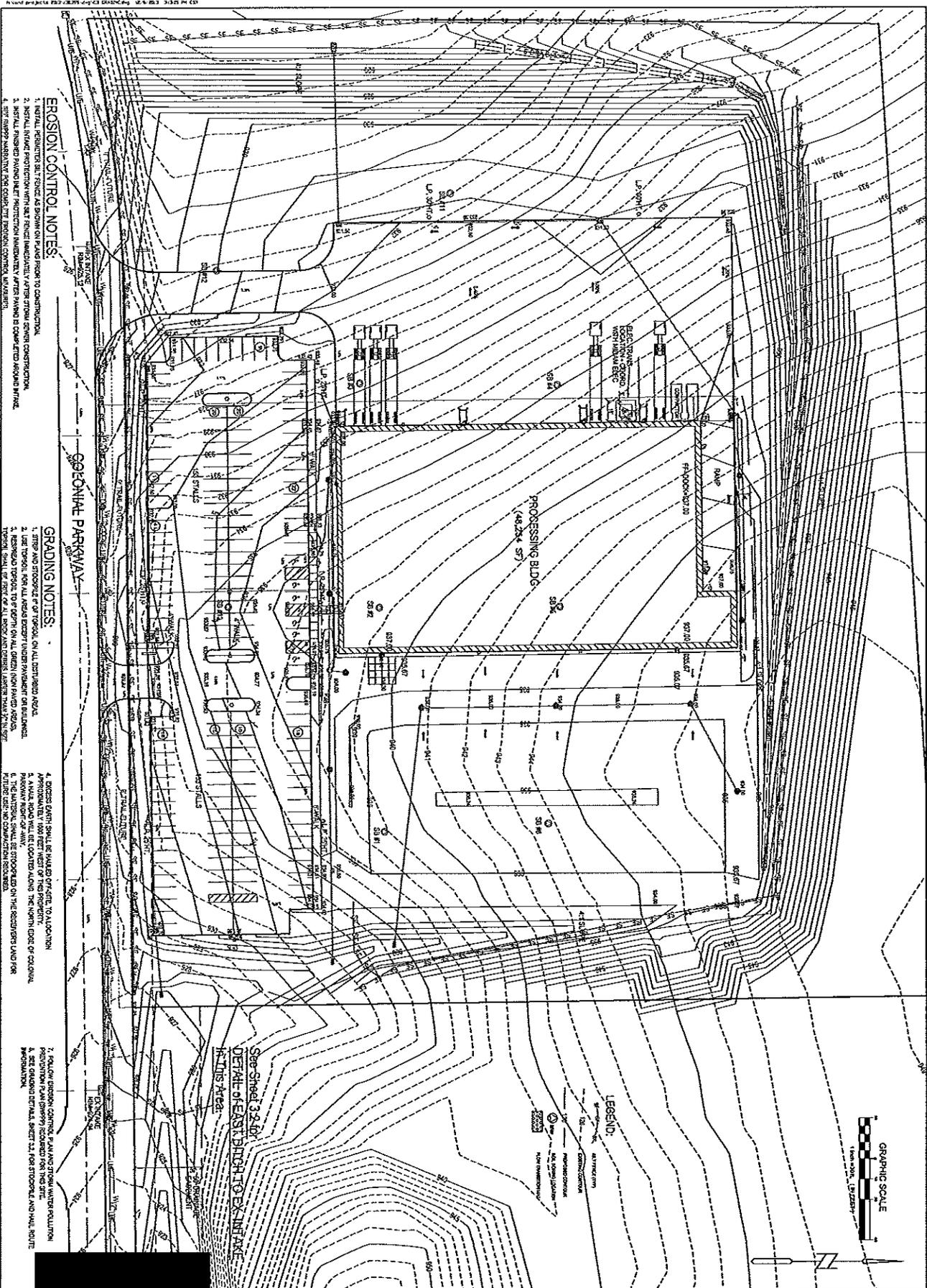
Legend:

	PROPOSED STEEL STRUCTURE
	PROPOSED PCC PAVEMENT
	PROPOSED PCC - HEAVY DUTY PART
	PROPOSED ASPHALT MILLINGS FOR ACCESS RD
	PROPOSED OPEN ROCK AREA

	27\"/>
	6\"/>

PROJECT NUMBER	130399
DATE	07/11/13
DESIGNED BY	11/13/13
CHECKED BY	07/11/13
DATE	07/11/13
PROJECT NAME	C2.1

PRELIMINARY- NOT FOR CONSTRUCTION



EROSION CONTROL NOTES:

1. INITIAL PERIMETER Silt FENCE AS SHOWN ON PLAN FROM TO CONSTRUCTION.
2. INITIAL INTERIOR PROTECTION WITH Silt FENCE IMMEDIATELY AFTER STORM CONSTRUCTION.
3. INITIAL PERIMETER Silt FENCE PROTECTION IMMEDIATELY AFTER STORM IS COMPLETED AND/OR WHEN.
4. SEE SHEET 03-01 FOR SCHEDULED EROSION CONTROL MEASURES.

GRADING NOTES:

1. STIFF AND STRENGTHENED TOPSOIL ON ALL DISTURBED AREAS.
2. USE TOPSOIL FOR ALL AREAS EXCEPT UNDER PAVEMENT OR BUILDINGS.
3. TOPSOIL TO BE 10" DEEP ON ALL GRASS AND SOY BEAN AREAS.
4. EXCESS DIRT SHALL BE MAILED OFFSITE TO A LOCATION.
5. AVOID ROAD WHEEL TRACKS ALONG THE NORTH END OF ROADWAY.
6. THE MATERIAL SHALL BE PROTECTED ON THE RECEIVERS LAND FOR FUTURE USE TO COMPLY WITH REGULATIONS.

7. SCHEDULED EROSION CONTROL MEASURES TO BE INSTALLED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION AND BEFORE ANY FURTHER DISTURBANCE OF THE SITE.

1. SCHEDULED EROSION CONTROL MEASURES TO BE INSTALLED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION AND BEFORE ANY FURTHER DISTURBANCE OF THE SITE.
2. SEE GRADING DETAIL SHEET 03-01 FOR SCHEDULED AND MAINTENANCE MEASURES.

See Sheet 03-01
DETAIL OF EAST DITCH TO EXISTING
IN THIS AREA

**HIGHWAY 28 FARMS
PROCESSING BUILDING- SITE PLAN**

GRADING PLAN- SITE

Bishop Engineering
 "Planning Your Successful Development"
 3501 104th Street
 Des Moines, Iowa 50323-3925
 Phone: (515) 276-0467 Fax: (515) 274-0217
 Civil Engineering & Land Surveying Established 1959

GRADING PLAN-DETAILS

0.111 :;ktA<"4 !! -1 m



NOTE

- GRADING NOTES - EXCESS MATERIAL:**
1. EXCESS EARTH SHALL BE MAINTAINED OFF-SITE TO A LOCATION APPROXIMATELY 1,000 FEET WEST OF THE PROPERTY.
 2. A PAVED ROAD SHALL BE LOCATED ALONG THE NORTH EDGE OF COLONIAL PARKWAY RIGHT-OF-WAY. CONTRACTOR AND OWNER TO OBTAINNE SUBJECT MATTER RECORDS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS.
 4. WHEN SITEWORK IS COMPLETE CONTRACTOR SHALL OBTAINING ALL NECESSARY PERMITS AND RECORDS TO ORIGINAL CONDITION WITH SURFACE, PLOWING, GRADING, AND SEEDING.
 5. EXCESS EARTH SHALL BE PROVIDED BY CONTRACTOR FOR STORAGE AND QUALITY CONTROL. NOTE ON THE PLAN SHEET.

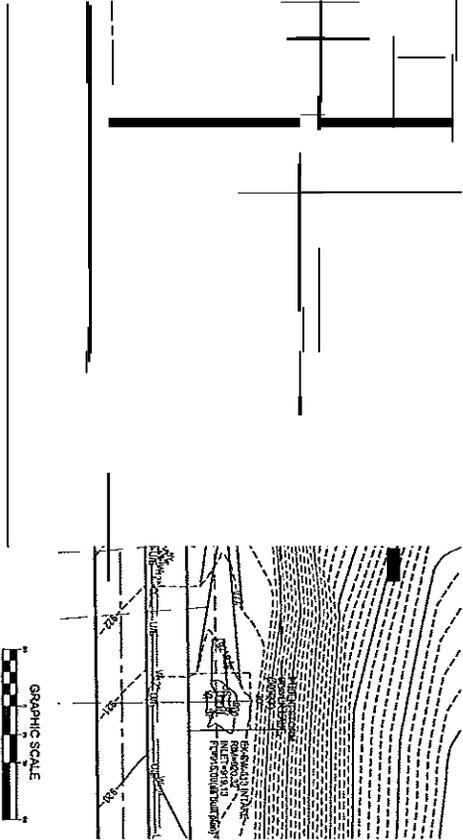


EXHIBIT D

ASSESSMENT AGREEMENT:

Preparer Information: John P. Danos, Dorsey & Whitney LLP; 801 Grand Avenue, Suite 4100; Des Moines, IA 50309; (515) 283-1000

ASSESSMENT AGREEMENT

1" > **V i . . t L . z . : > ■**

THIS AGREEMENT is dated as of ~~the~~ day of ~~mrum~~, 2814, by and between the City of Norwalk, Iowa, (the "City") and Loffredo Gardens, Inc. (the "Company").

WITNESSETH

WHEREAS, the Company is in the process of acquiring certain real property the legal description of which is contained in Exhibit A attached hereto (the "Development Property"), which is located in the City's Norwalk Urban Renewal Area; and

WHEREAS, a Development Agreement (the "Development Agreement") has been executed between the City and the Company with respect to the construction of new processing and manufacturing facilities on the Development Property for use in the Company's business operations (the "Project"); and

WHEREAS, the City has agreed to provide certain financial incentives to the Company in connection with acquisition of the Development Property and the development of the Project thereon; and

WHEREAS, the City has issued its General Obligation Corporate Purpose Bonds, Series 20 I OB (the "Bonds") in order to pay the costs of certain transportation infrastructure improvements that service the Development Property; and

WHEREAS, the City and the Company have agreed that incremental property tax revenues to be derived from the Development Property will support the provision of financial incentives to the Company and will aid in the repayment of the Bonds; and

WHEREAS, the Assessor's records show the valuation for the Property and any related improvements as of January 1, 2013 to be \$29,072.50; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Company desire to establish a minimum assessed valuation for the Property and the Project to be constructed thereon, which shall be effective as of January 1, 2015 and from then until this Agreement is terminated pursuant to the terms herein;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2015, the minimum assessed valuation which shall be assessed for the Property shall be Two Million Four Hundred Thousand Dollars (\$2,400,000) until the termination of this Agreement, as hereinafter set forth.
2. The Company hereby agrees that the assessed valuation (hereinafter referred to as the ("Minimum Actual Value") set forth in Section I above shall become and remain effective as of the appointed date, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Company acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation for the repayment of the Bonds and the provision of the financial incentives set forth in the preamble hereof.
3. The Company agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Development Property, subject to any limitations set forth in the Development Agreement. The Company further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings. Nothing herein shall prohibit the Company from seeking property tax abatement or exemption as set forth in Section A.II of the Development Agreement.
4. Nothing herein shall be deemed to waive the Company's rights under Section 403.6(19) Code of Iowa, (2013) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.
5. This Agreement, and the Minimum Actual Value established herein, shall be effective until the Bonds have been repaid, both as to principal and accrued interest, in-full.
6. This Agreement shall be promptly recorded with the Warren County Recorder, along with a copy of Iowa Code Section 403.6, and the Company shall pay all costs associated with such recordation.
7. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Company, including the Development Agreement. If there is any conflict between the terms of this Agreement and the Development Agreement, the terms of the Development Agreement shall control.

STATE OF IOWA)
rP(> l..k...
COUNTY OF I.V⁴RREN"

On this oRD-day of Dt'C:thte£R, 201³ø, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared GEI\£ LofliEcl=:(', to me personally known, who, being duly sworn did say that he is a CEd of Loffredo Gardens, Inc., the entity executing the instrument to which this certificate is attached; that said instrument was signed on behalf of said entity by authority of its governing body and that the said Gt:IJE Lo too acknowledges the execution of said instrument to be the voluntary act and deed of said entity, by it voluntarily executed.



Angela R. Appleget
Notary Public

EXHIBIT A

Legal Description of Development Property

Certain real property situated in the City of Norwalk, County of Warren, State of Iowa more particularly described follows:

Parcel "H" of the survey being a part of Outlot A of CCI Industrial Commerce Park, an official plat, and a part of Auditor's Parcel "G" of the NE 1/4, NW 1/4 of Section 7, Township 77 North, Range 24 West of the 5th P.M., as recorded in Book 2013, Page 11529, all located in the City of Norwalk, Warren County, Iowa, as shown in Book 2013, Page 11633 in the office of the Warren County Recorder.

CERTIFICATE OF TITLE WARREN COUNTY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to such land and improvements upon completion shall not be less than Two Million Four Hundred Thousand Thirty Dollars (\$2,400,000). /s/ ,tj //

County Assessor for Warren County, Iowa

Subscribed and sworn to before me this 24th day of March, 2014.



Megan R. Andrew
Notary Public

**EXHIBITE
PROPERTY TAX BENEFIT SUMMARY SCHEDULE**

Loffredo Project	Year 1	Year 2	Year 3	Year4	Year 5	Year 6	Year 7	Year 8	Year9	Year 10
Minimum Assessment	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000
less base valuation	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927	\$2,370,927
Taxable Value	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834	\$2,133,834
Tax Abatement	75%	60%	45%	30%	15%	0%	0%	0%	0%	0%
Estimated Taxes	\$22,591	\$36,145	\$49,700	\$63,254	\$76,809	\$90,364	\$90,364	\$90,364	\$90,364	\$90,364
Estimate taxes breakdown										
City general (taxes on the base value)	\$456	\$456	\$456	\$456	\$456	\$456	\$456	\$456	\$456	\$456
City (Debt)	\$1,608	\$2,573	\$3,538	\$4,503	\$5,467	\$6,432	\$6,432	\$6,432	\$6,432	\$6,432
City TIF	\$17,013	\$27,220	\$37,428	\$47,635	\$57,843	\$68,050	\$68,050	\$68,050	\$68,050	\$68,050

EXHIBIT F
ANNUAL TIF WORKSHEET:

WORKSHEET

- (1) Date of Preparation: October_____, 20____.
- (2) Assessed Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Valuation of Property:
\$_____.
- (4) Incremental Valuation of Property (1 minus 2):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____ c/1000
- (7) Estimate = \$ _____

**EXHIBIT G
CERTIFICATE OF COMPLETION:**

WHEREAS the City of Norwalk, (the "City") and Loffredo Gardens, Inc. (the "Company"), did on or about the 1st Day of December, 2013, make, execute and deliver, each to the other, a Contract for Private Development (the "Agreement"), wherein and whereby the Company agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City, defined in said Agreement as the Development Property; and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Company to construct certain Minimum Improvements, as defined therein, in accordance with the Agreement; and

WHEREAS, the Company agrees that, to the present date, said covenants and conditions are met insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section B.7 of the Agreement, this certifies that all covenants and conditions of the Agreement with respect to the obligations of the Company to construct the Minimum Improvements on the Development Property have been completed and performed satisfactorily by the Company. All other provisions of the Agreement shall otherwise remain in **full** force and effect until termination as provided therein.

City of Norwalk, Iowa

By: [Signature]
----- Mayor

ATTEST

By: [Signature]
Jeff Kosien, City Clerk

Resolution No. 0102-14-4

CONSIDERATION OF A RESOLUTION RESCINDING A 28E AGREEMENT WITH WARREN COUNTY ADOPTED ON AUGUST 15,2013 AND APPROVING A GRANT AGREEMENT BETWEEN THE CITY AND WARREN COUNTY

WHEREAS, the City ofNorwalk has been pursuing the development of an industrial connerce park north of Capital City Fruit; and

WHEREAS, the property is currently difficult to develop with the dirt pile and grade; and

WHEREAS, the city adopted a 28E agreement with Warren County on August 15, 2013, which indicated that the County would provide financial assistance to grade the dirt pile and pay for 1/3 of the costs of grading up to \$100,000; and

WHEREAS, Loffredo Fresh Produce has agreed to develop an industrial project on the site; and

WHEREAS, Warren County has agreed to provide the City with a grant of\$130,000 to address the dirt pile, which can be allocated as a part of the Development agreement with Loffredo; and

WHEREAS, One of the provisions in the development agreement with Loffredo is a requirement that the company excavate and remove the dirt pile situated on the City Property by no later than July 1, 2016; and

WHEREAS, the City desires to enter into a grant agreement with Warren County for this project.

NOW, THEREFORE IT IS RESOLVED BY THE CITY COUNCIL OF Norwalk, IOWA that the City Council rescinds the 28E agreement with Warren County originally adopted via resolution 0815-13-054 and authorizes the mayor to execute a grant agreement with Warren County for financial support.

BE IT FURTHER RESOLVED THAT this resolution supersedes resolution 1219-13-88 adopted on December 19°, 2013.

Passed and approved this 2nd day of January 2014.


Tom Phillips, Mayor

ATTEST:

Jeff Kosien, City Clerk

ROLL CALL VOTE:

Delker
Isley
Livingston
Sylvester
Jackson

AY! !'®'
/.
-y;
£

GRANT AGREEMENT

This Grant Agreement, including the Exhibit (the "Agreement") is entered into between the City of Norwalk, Iowa (the "City") and the County of Warren (the "County") as of the 2nd day of January, 2013.

WHEREAS, the City has established the Norwalk Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa grants cities the authority to enter into development agreements with private entities to provide for the proper development and use of real property within an urban renewal area; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City owns certain real property situated in the Urban Renewal Area as set forth on Exhibit A hereto (the "Property"); and

WHEREAS, the City has received a proposal from Loffredo Fresh Produce Co., Inc. (the "Company") which includes the construction of new processing and manufacturing facilities in the Urban Renewal Area (the "Project") on the Property; and

WHEREAS the City has entered into a Development Agreement with the Company with respect to the sale of the Property and the construction and use of the completed Project; and

WHEREAS, there is an accumulation of dirt of the Property which the County desires to have removed and leveled; and

WHEREAS, the County desires to provide the City with a grant (the "Grant") in the amount of One Hundred Thirty Thousand Dollars (\$130,000) for use in furthering economic development and addressing the dirt pile on the Property; and

WHEREAS, the City shall use the proceeds from the Grant to induce the Company to address the dirt pile as part of its acquisition of the Property and development of the Project; and

NOW THEREFORE, the parties hereto agree as follows:

1. The County agrees to fund the Grant to the City in the amount of One Hundred Thirty Thousand Dollars (\$130,000) by no later than January 31, 2014.

2. The City agrees to address the dirt pile currently situated on the Property. The City may not satisfy its obligation to address the dirt pile on the Property by July 1, 2016. If the City does not address the dirt pile on the Property by July 1, 2016, then the Grant will be defunded and the City shall refund \$130,000 to the County by August 1, 2016.

3. This Agreement may not be amended or assigned by either party without the express permission of the other party.

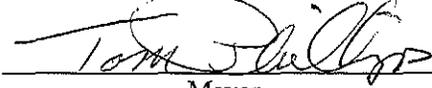
4. **This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.**

5. This Agreement shall be deemed to be a contract made under the Jaws of the State of Iowa and for all purposes shall be governed by and construed in accordance with Jaws of the State of Iowa.

6. All terms and definitions set forth in the Preamble of this Agreement shall apply and be binding as if set forth thereafter.

The City and the County have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NORWALK, IOWA

By 
Mayor

Attest:

City Clerk

COUNTY OF WARREN, IOWA

By _____
Chairperson

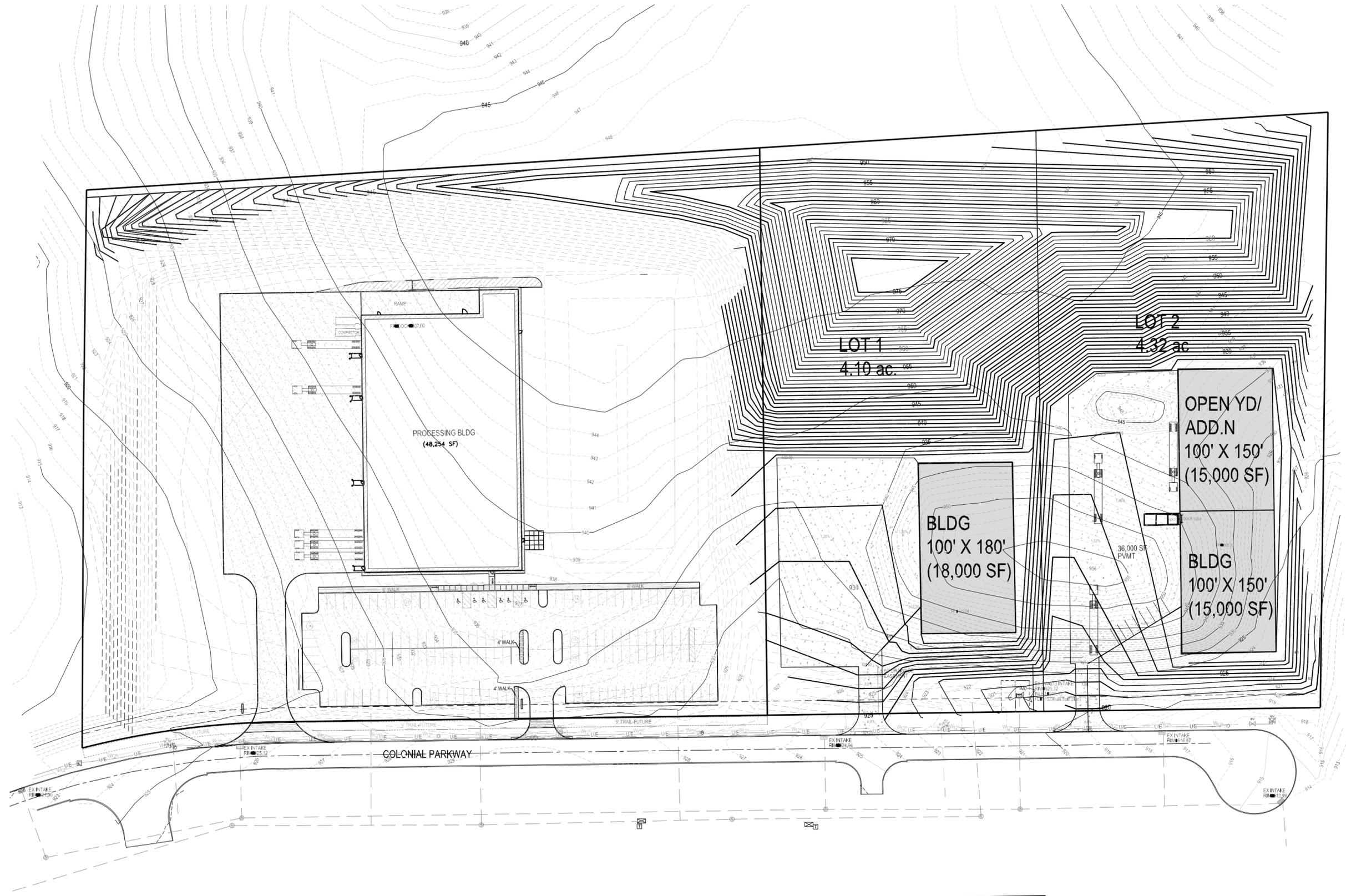
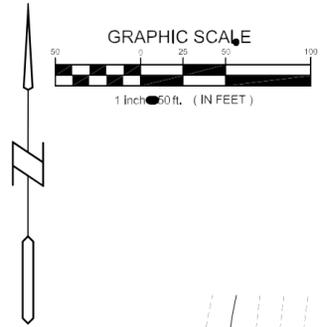
Attest:

County Auditor

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Norwalk, County of Warren, State of Iowa more particularly described as **(Insert Description of Property Acquired)**.

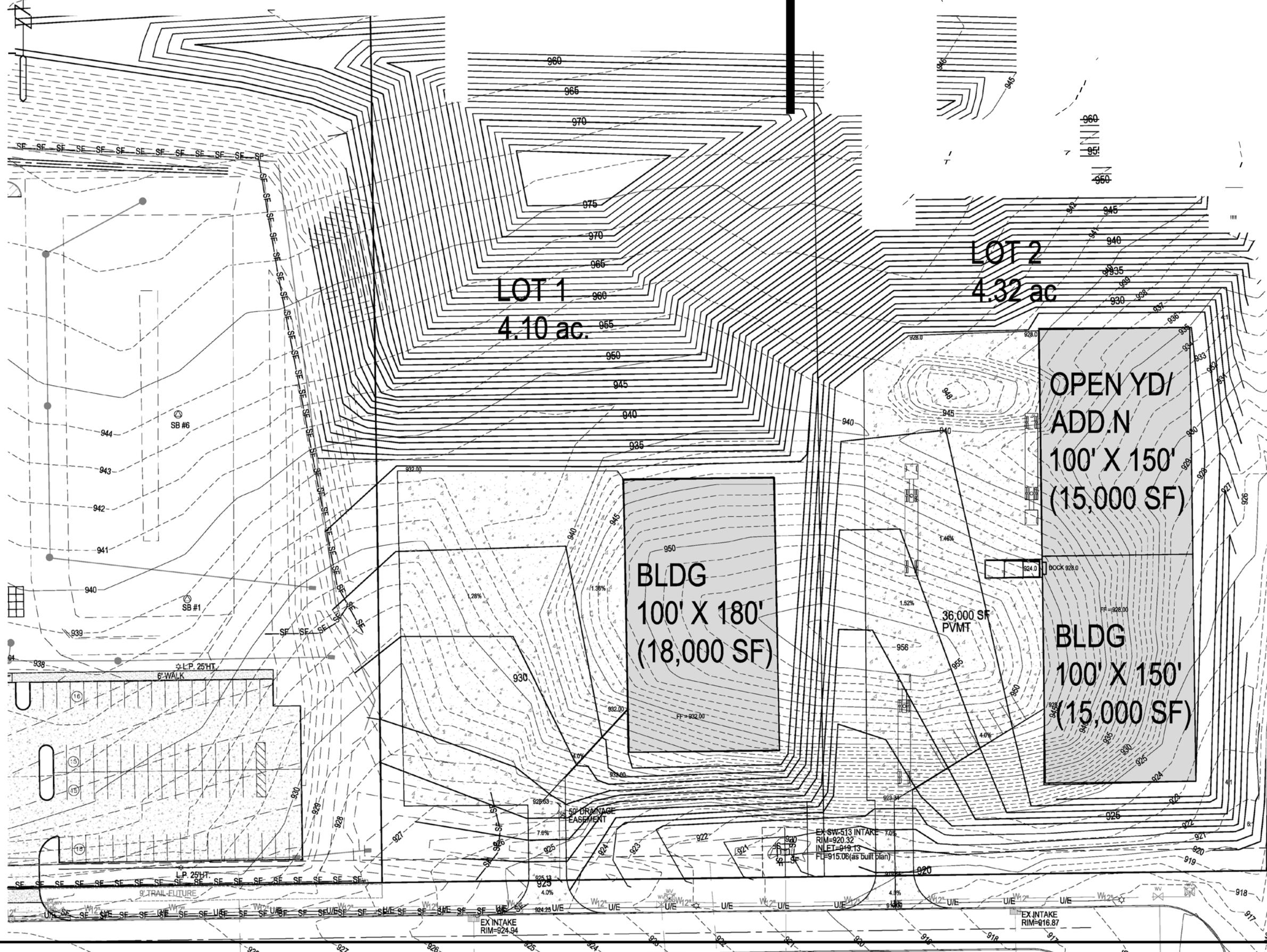


M:\land_projects\2016\160098\dwg\c3\GRADING.dwg 3/21/2016

HIGHWAY 28 FARMS, Norwalk IA
 Concept Plans - East Lot

CONCEPTUAL GRADING-EAST LOT

REFERENCE NUMBER: 130399
DRAWN BY:
CHECKED BY:
REVISION DATE:
PROJECT NUMBER: 160098
SHEET NUMBER: 1 of 1



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100%
 90%
 80%
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Rick,

I spoke with Tim Huckaby who is with Paper Street Consultants. They are building a housing project west of The Legacy and are looking for any unwanted material for some berms along 50th.

They sounded excited about our dirt pile - they are going to get back to me on their needs.

Lets hold tight on our next steps until we hear more about their needs.

Thanks Wade for the referral.

mz

Mark Zimmerman

Chief Financial Officer

4001 S.W. 63rd St.

Des Moines, IA 50321

Cell: (515) 778-7165

Direct: (515) 285-7063

Office: (800) 383-3367



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**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 11
For Meeting of 06.16.2016

ITEM TITLE: Dog Park update.

CONTACT PERSON: Nancy Kuehl, Parks and Recreation Director

SUMMARY EXPLANATION:

Jason Olerich from the dog park committee will update the council on the dog park project. He will review the budget, rules and a photo of the project.

____ Resolution ____ Ordinance ____ Contract ____ Other (Specify) _____
Funding Source: _____
APPROVED FOR SUBMITTAL _____ City Manager

STAFF RECOMMENDATION: This Resolution shall take effect immediately upon its passage.

Project Budget

TOTAL PROJECT COSTS AND DESCRIPTION		
#	Item	Amount (\$)
1	Des Moines Steel Fence - 6' tall Commercial Grade Galvanized Chain Link Fence. Includes 2-12' gates and 3-4' gates	\$9,270.00
2	Norwalk Ready Mix Concrete, Inc. – 4000# LS Includes Material/Haul/Tax	\$1,163.04
3	Patava Concrete – Grade & Pour 205' by 5' concrete sidewalk and 15' by 15' entrance pad	\$3,990.00
4	Norwalk City Public works – Install 500' x 1" 160 psi plastic coil pipe w/frost-proof hydrant	\$2,349.00
5	Dog Waste Depot – (4) Commercial Grade Aluminum Dispensers w/Locks and 4000 bags	\$311.64
6	Dog-On-It Parks – (2) Pet Drinking Fountains	\$1,728.00
7	MISC signage and appreciation displays	\$200.00
8		
	Total Cost of Project	\$19,011.68
B IN-KIND CONTRIBUTIONS		
#	Item	Amount (\$)
1	Des Moines Steel – discount of estimate for Labor to install fence	\$1,000.00
2	Patava Concrete – contributing labor to install concrete sidewalk	\$1,200.00
3	City Public Works – Labor and Material to extend running water to dog park entrance	\$2,349.00
4	Norwalk Parks & Rec – donating 2 concrete pads and picnic tables for visitor use	N/A
5		
	Total In-Kind Contributions	\$4,549.00
FUNDING SOURCES		
#	Item	Amount (\$)
1	Community contributions via Dog Park Committee fundraising efforts (Feb '15- May '16)	\$10,076.90
2	Warren County Philanthropic Grant	\$5,000.00
3		
	Total from Sources	\$15,076.90
PROJECT LEDGER		
#	Item	Amount (\$)
1	Construction/Material Cost	-\$19,011.68
2	Warren County Philanthropic Grant	\$4,549.00
3	Deposits	\$15,076.90
4		
	Remaining Balance	\$614.22

NORWALK DOG PARK

Office Use Only	TAG(s)#	Sold By	Date	<input type="checkbox"/>	Charge	<input type="checkbox"/>	Check	<input type="checkbox"/>	Cash
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STEP 1 Fill out the lines below (please print)

Owner Information		
<i>Name of Dog Owner</i>	<i>Phone Number</i>	<i>Today's Date</i>
<i>Address</i>	<i>City</i>	<i>Zip</i>
<i>Email Address</i>		

Dog Information			
<i>Name of Dog</i>	<i>Breed</i>	<i>Color</i>	<i>Age</i>

*Additional dogs can be added on back (maximum of 3 dogs allowed per Permit)

STEP 2 Important: Attach copy of veterinarian receipt verifying rabies and distemper/parvo vaccinations.

STEP 3 Sign Release of Liability (Page 2).
Please note that any person who may bring this dog to the Norwalk Dog Park must also sign as an additional handler.

STEP 4

Signature of Owner _____

By signing this I verify that all of the above information is accurate, that the dog for which I am requesting a permit has never shown aggressiveness, fighting or biting towards animals or people, and that I have received and read a copy of the rules of the Norwalk Dog Park and agree to abide by them at all times.

STEP 5 Return this form *with signatures on both forms*, copy of vet receipt verifying vaccines, and payment to Norwalk Parks and Recreation, 1100 Chatham Ave, Norwalk IA 50211.

Make checks payable to Norwalk Parks & Recreation

CHARGE: (circle) MasterCard VISA Discover Card #: _____ - _____ - _____ - _____ Expiration Date: _____ Card Holder's Signature: _____ Please make sure to circle the type of charge card you are using.

1st-Time Permit fee: \$25.00

Annual Renewal fee: \$20.00

Replacement Permits issued for a fee of \$5.00.

Additional Dogs

<i>Dog Information</i>			
<i>Name of Dog</i>	<i>Breed</i>	<i>Color</i>	<i>Age</i>

<i>Dog Information</i>			
<i>Name of Dog</i>	<i>Breed</i>	<i>Color</i>	<i>Age</i>

Release of Liability and Indemnification Agreement
For
Norwalk Dog Park

I acknowledge that I have voluntarily applied for a permit to use the Norwalk Dog Park with my dog(s) through December 31, 2017.

I understand that the act of being physically present in the Dog Playground where many off-leash dogs, including my own, will be present involves risks of injury to me, to other people, to my dog(s), and other dogs. I understand these risks are entirely my responsibility. I expressly assume these risks. I am aware of the risks and hazards inherent upon being present at the Dog Playground and I choose to voluntarily enter the Dog Playground with my dog(s) knowing the conditions might become more hazardous and/or dangerous for myself and/or dog(s) and I voluntarily assume all such risks, loss, damages, or injury that may be sustained by presence, and the presence of my dog(s) at the Dog Playground.

By signing this release of liability, I hereby fully and forever release and discharge the City of Norwalk, the Norwalk Parks and Recreation Department, and their volunteers, employees, and agents from any claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated resulting from or arising out of my use or intended use of the Norwalk Dog Park. I fully and forever release and discharge the City of Norwalk, the Norwalk Parks and Recreation Department and their volunteers, employees, and agents, from any and all negligent act and omissions in the same.

By signing this agreement I also agree to indemnify the City of Norwalk, the Norwalk Parks and Recreation Department, their volunteers, employees, and agents from any claims, demands, rights of action or causes of action present or future whether the same be known or unknown, anticipated or unanticipated, brought against any or all of such entities based on my use or intended use of the Norwalk Dog Park.

I have carefully read this Release of Liability and Indemnification Agreement and understand and fully agree with its terms.

This is a release of liability, and must be signed to use the Norwalk Dog Playground.

Print Name(s) of All Handler(s)

--

Signature(s)

--

Today's Date			
	Month	Day	Year

Norwalk Dog Park Rules

Park Hours: Dawn to Dusk

And may be closed or adjusted as conditions require

**Permit/pass holders and their guests agree to hold the City of Norwalk harmless for any injury/damages to person/property by use of the dog park.*

All City of Norwalk park rules apply, in addition to the following:

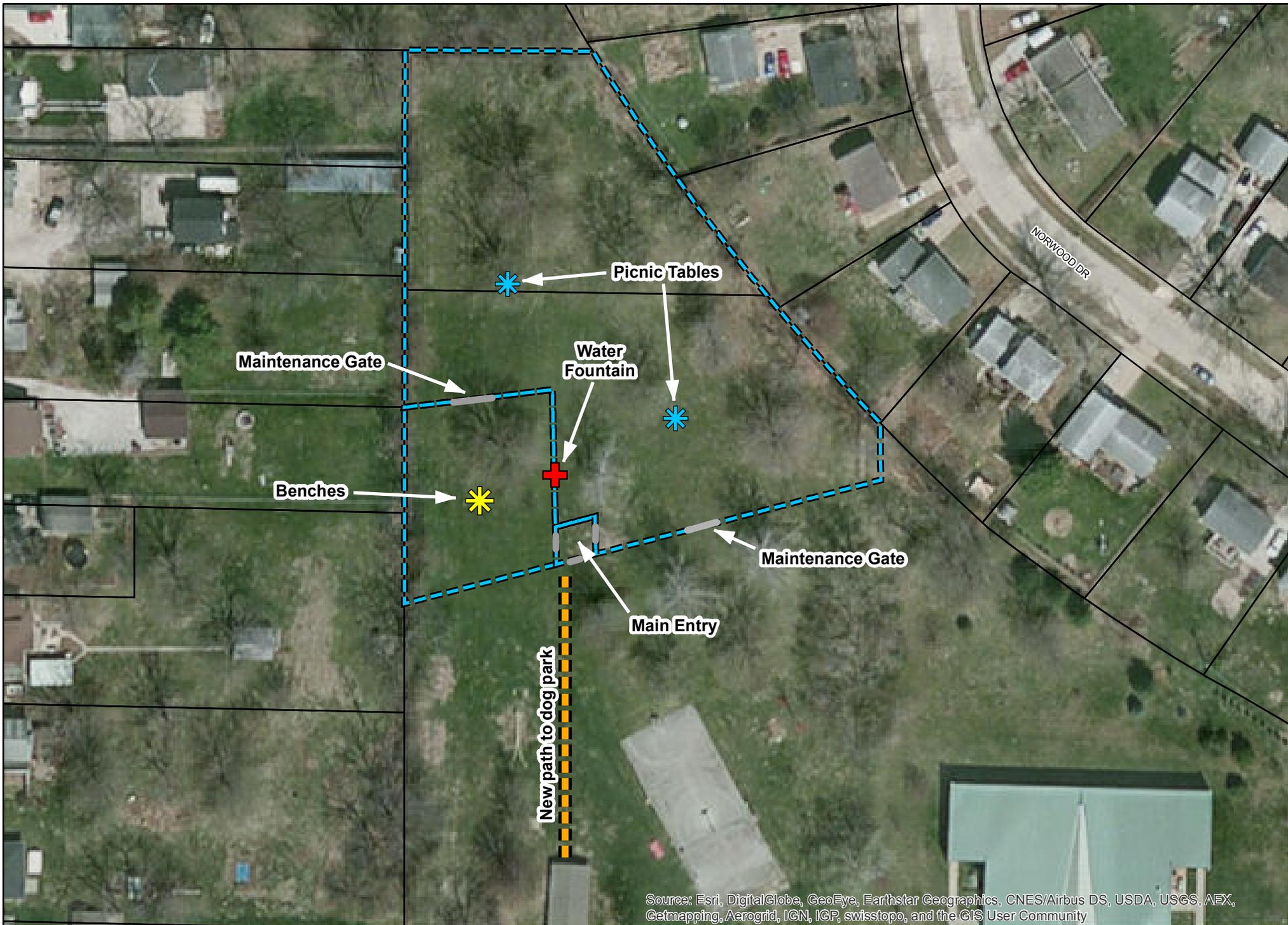
- Use of the facility is at the owner's/handler's own risk
- Owners are responsible and liable for any damage caused by their dogs while visiting the facility
- No tobacco or alcohol is permitted anywhere on the dog playground
- Gates must be kept closed at all times, except when entering or exiting
- Prior to entering and upon leaving the fenced area, all dogs are to be leashed
- No food or drink permitted inside the fenced area – dog or human
- Dog handlers must be no less than 16 years of age
- Children under the age of 10 are not allowed within the facility and those ages 10 to 15 must be accompanied by a person age 18 or older
- Leashes are to be no more than 6' in length
- All dogs must have a current ANNUAL PERMIT to use the dog playground
 - Owners must display permit or pass at all times
- No wheeled vehicles are allowed in the dog playground unless used for a disability
- Absolutely no animals besides dogs are permitted in the dog playground
- Handlers must pick-up and dispose of their dog's waste
- Fill holes and stop dogs from digging!
- Aggressive dogs MAY NOT ENTER the dog playground
- Owners must CLOSELY supervise and be in the actual physical presence of dogs at all times
- Carry a leash for each dog at all times
- For safety reasons, remove pinch, choke, and spike collars prior to entering the facility
- Small dog area size restrictions – no more than 25lbs and no taller than 13" at the shoulder
- Dogs weighing less than 25lbs are allowed in all areas of the facility
- Dogs under 4 months old and female dogs in heat are not allowed at the dog playground
- All dogs using the dog playground must be healthy, fully immunized, de-wormed, and wearing current I.D. tags at all times

Note: Any dog exhibiting aggressive or unruly behavior in any City of Norwalk park facility, as determined by the City of Norwalk, will have its permit revoked without refund

These rules are enforceable by police officers, animal control officers, or any other city code enforcer.

Persons may be cited or ejected for failure to follow park rules.

City Ordinance:



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Dog Park Concept

