



City Council Regular Business Meeting Agenda
Thursday, July 21st, 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. Presentations
4. Welcome of guests and public comment.
(3 minute limit, no action)
5. Approve minutes –
July 7th regular city council meeting
6. Consent agenda –
 - a) Expenditures
 - b) Tax abatements
 - c) Approval authorizing the City Clerk to destroy records per the Records Retention Manual – Iowa League of Cities.
 - d) Resolution authorizing the purchase of a new police car.
 - e) Proposed RFP for 2017 NCIS Project – informational only.
 - f) Approval of the engineering agreement with Waters Edge for phase 2 of the swimming pool.
 - g) Receive and file monthly reports for June
7. Public hearing and consideration of a request from Norwalk Land Co to amend the master plan and ownership requirement of parcel 3 of the Orchard View Planned Unit Development
8. Consideration of the first and possibly more readings of a proposed ordinance amending the Orchard View PUD.
9. Public hearing and consideration of a request from Hubbell Realty Co to amend the parcel 10 of the Legacy PUD to designate the site for an assisted living facility.
10. Consideration of the first and possibly more readings of a proposed ordinance amending the Legacy PUD.
11. Public hearing on adopting plans, specifications, form of contract and estimate of costs for the Gateway Sign Project.
12. Resolution awarding and approving contract and bonds for the Gateway sign project.
13. Resolution accepting public infrastructure for Old School Plat 2.
14. Resolution approving the final plat for Old School Plat 2.
15. Amendment to Engineering agreement with Veenstra & Kimm regarding Beardsley Regional Detention 1 Phase 2 grading and drainage project.
16. Consideration of the first, and possibly more, readings of a proposed ordinance amending ambulance billing fees.
17. Council Inquiries and staff updates.
18. Adjournment.

UNABRIDGED MINUTES OF THE NORWALK CITY COUNCIL MEETING ON 07-07-16

(Minutes to be approved at the July 21st, 2016 meeting)

Mayor Phillips called the City Council meeting to order at 6:03 p.m. Present at roll call: Erika Isley, Ed Kuhl, Jaki Livingston, Stephanie Riva and David Lester. Absent: (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; Ryan Coburn, Fire Chief; Holly Sealine, Library Director and Jim Dougherty, City Attorney.

16-122 Motion by Riva, seconded by Livingston, to approve the agenda carried unanimously by voice vote.

Presentations:

Iowa Architectural Foundation, Claudia Cackler introduced Francis Bogas and Ed Sankey to the council. The object is to get together with elected officials and volunteers of the community to find out what they are interested in what the communities' strengths and weaknesses are as well as opportunities for the community. It might be a 3, 5 or 10 year process.

Wade Wagoner presented a street design concept to the council

Welcome of Guests and Public Comment

Carl Morton, 610 Tangelo Circle, asked the council who was responsible for making sure that sudas standards are being met on a street being developed in the West Groves Villas development.

Livingston asked whose responsibility it was to make sure that those standards are met. Hoskins responded that the street Mr. Morton is referring to is a private street. The plans that were provided to the city specified that there is 12" inches of subgrade prep. Livingston asked what the recourse would be if the developer wasn't meeting those standards, Hoskins said that they could stop the work and he will check on the site on Friday and report back to council.

Consent included tax abatements; Liquor license applications for Variety Childrens Charity, Polo on the Green and Stagg at Britts; Block party applications for 9350 Lakewood Circle on August 20 and 2660 Vista Court on July 15; and **Resolution 0707-16-071** approving the disposal of municipal property and expenditures:

AL HASTINGS	POOL PASS PARTIAL REFUND	42.67
ALLIANCE CONST	ORCHARD VIEW PLAT 3	65,670.00
BEACON ATHLETICS	SUPPLIES	352
BRENT WALKER	CHESS CAMP	97.16
BROWN EQUIP	PARTS	186.4
CLEAN CUT TREE	REMOVAL OF ASH TREE	675
CNM OUTDOOR EQUIP	X MARK MOWER	69.33
DES MOINES IRON	SUPPLIES	83.03
ELIZABETH SQUIER	POOL PASS PARTIAL REFUND	18.55
EXCEL MECH	BOILER ROOM REPAIR	1,508.00
FARNER-BOCKEN	CONCESSION SUPPLIES	572.1
FASTENAL	PARTS	130.54
FREEDOM TIRE	P-132	326.82
GREGG YOUNG	P-132	570.18
GRIMES ASPHALT	MATERIAL	4,065.56
HOUSBY	PAINT WORK	2,812.79
INDOFF INC	COLOR COPY PAPER	446.26
IDOT	SIGN TUBING	1,438.78
IPRA	TICKET SALES	320

JAMIE LOFFREDO	MILEAGE	57.13
JENNY LEONARD	POOL PASS PARTIAL REFUND	37.1
JESTER INS	COVERAGE CHANGES	304
JP COOKE CO	2017 DOG TAGS	23.15
KATIE TICE	POOL PASS PARTIAL REFUND	58.48
KELLI WOODY	POOL PASS PARTIAL REFUND	37.1
LISA HANS	POOL PASS PARTIAL REFUND	42.67
MENARDS	SHOVEL AND MULCH	484.01
MENARDS	MENARDS	59.99
NATHAN SPURR	REIMBURSEMENT	25
NICHOLS EQUIP	ROLLER RENTAL	1,710.00
NWTC	PUBLIC HEARING	64.25
ROBERT WADE	3-5 BBALL	225
SANDE CONST	POOL REPAIRS PHASE I	40,000.00
SMITH PROMOTIONAL ADV	TRAFFIC SAFETY PROMO	398.88
SPRINGER PEST	PEST CONTROL	68
STANDRIDGE GROUP	WAUGH BUSINESS CARDS	37.5
TALIA ZOOK	2016 3-5 SBALL	75
THE GRAPHIC EDGE	BASEBALL TEES	14.78
USA BLUE BOOK	SUPPLIES	119.32
VERNON MANU	BULK WATER SALESMAN	9,012.50
WADE WAGONER	MILEAGE	80.01
WASHER SYSTEMS	SHOP TOOLS	82.64
ZACHARY CRANE	POOL PASS PARTIAL REFUND	42.67
ZIEGLER INC.	PARTS	245.47

16-123 Motion by Lester, seconded by Livingston to approve the consent agenda, passed unanimously, RC.

16-124 Motion by Livingston, seconded by Riva to remove consideration of a Resolution awarding contract for Beardsley Regional Detention 1 Phase 2 grading and drainage from the table, carried unanimously by voice vote.

Beardsley Regional Detention 1 Phase 2 Grading and Drainage

Tony Belizi, Veenstra & Kimm updated the council on the Beardsley Regional Detention project. The temporary construction easement is still not signed however the flood plain permit and permit from the Corp of Engineers are in the process of being completed. If the resolution is approved submittals for the project will be submitted so that the materials can be ordered and construction can begin on the project. Jim Dougherty added that Veenstra & Kimm needs to obtain the signed easement as soon as they possibly can.

16-125 Motion by Riva, seconded by Lester to adopt **Resolution 0707-16-072** awarding contract for the Beardsley Regional Detention 1 Phase 2 grading and drainage contract to CJ Moyna and Sons, passed unanimously, RC.

16-126 Motion by Lester, seconded by Livingston to adopt **Resolution 0707-16-073** approving the construction contract, bond and insurance for the Beardsley Regional Detention 1 Phase 2 grading and drainage, passed unanimously, RC.

Orchard View Plat 3 Final Plat

Tony Belizi of Veenstra & Kimm updated the council on the Orchard View Plat 3 project. Veenstra & Kimm has received the bond certificate and the insurance documents are in order and have been executed. Isley asked when Orchard Hills Drive would be opened. Mayor Philips responded that once the plat is accepted the street will become a public street.

16-127 Motion by Lester, seconded by Kuhl to adopt **Resolution 0707-16-074** accepting the public infrastructure for Orchard View Plat 3 final plat, passed unanimously, RC.

16-128 Motion by Kuhl, seconded by Riva to adopt **Resolution 0707-16-075** approving the Orchard View Plat 3 final plat, passed unanimously, RC.

Consideration of ordinance on urban chickens

Luke Parris, City Planner addressed the council regarding the ordinance he drafted on urban chickens. The ordinance would amend the livestock section making it compliant with zoning regulations; the ordinance would also require residents to pay a licensing fee and also amends the permitted accessory uses regarding the specifics of the enclosures that house the chickens. Livingston noted that the ordinance could be clearer and asked Luke to make some minor grammatical changes and bring back to the council.

Discussion on traffic control around Oviatt Elementary

Chief Staples addressed the council on an amendment request to change the ordinance, stating that residents had concerns about traffic control around Oviatt Elementary during the afternoon pick up, specifically, parking issues on School Street and the need for stop signs on Elm Avenue and Lane Avenue. Lester asked how many homes would be affected; Staples replied one in the middle of the street and the homes on the corner of Main and Elm. Staples recommendation is that the sign says no parking during school hours, code specifically saying no parking on the south side 7:30 to 4:30 Monday through Friday, August 1st to June 1st. Livingston made recommendation that the sign should also say no stopping or standing.

Chief Staples also asked council if they would be agreeable to a 4 way stop sign at Elm Avenue and Lane Avenue stating that the neighbors support the sign.

Request from Scott Holt to display utility sheds at 729 Main Street

Scott Holt, Norwalk Hardware Store, 729 Main Street would like to provide residents the opportunity to purchase affordable buildings and believes that this will be a good addition to his business. Livingston asked where the buildings would be located, Scott responded that there would be two located on the south side of the parking lot and a smaller one would be located on the north side of the lot. Isley asked if he would be in compliance with the parking requirements. Luke responded that the code required 1 stall per 400 square feet of building, that location is required to have 10 spaces and that requirement would be met.

16-129 Motion by Livingston, seconded by Riva to allow outdoor display of utility sheds at 729 Main Street, passed unanimously, RC.

Gateway Sign location

Jonathan Martin, RDG updated the council on the progress of the Gateway sign. Bids will be opened at 10 am on July 8th. The sign will be located where the easement was granted. Riva asked if they would consider waiting for the development of the North Shore to be completed and construct the sign then. Council consensus was that the location is fine and asked that RDG provide a survey of the staking and layout of the sign to make sure it goes exactly where it is supposed to go.

Discussion of potential ordinance to amend Chapter 21, City Manager, City of Norwalk, Iowa Municipal Code

Jim Dougherty asked the council to adopt the amended job description for the City Manager position and then he will review the ordinance.

16-130 Motion by Riva, seconded by Livingston to approve the amended job description for the City Manager position, passed unanimously, RC.

Reports from council and staff:

Jodi reported that the water rate increase went in to effect on July 1 and residents will see that increase on the water bills they receive on July 15th.

Nancy reported that Jazz in July is on Sunday, July 10th and that there will be 20 vendors present.

Greg reported that the police department was awarded national champs in traffic safety.

Ryan stated that there was an issue with one of the storm sirens and the test will be repeated Saturday, July 9th at noon.

Tim reported that there will be a snow plow wing at Jazz and July that the kids can paint. Water consumption is increasing, but is holding fairly steady.

Luke reported that they had had 100 people come to the public open house that was held and that they received good feedback from everyone.

Wade stated that those results would be online.

Ed directed the city attorney and finance director to put a document together for council review regarding how TIF is done, and a requirement of a minimum assessment agreement. He would like to see the process used with developers streamlined. Ed asked Tim to provide a copy of the plan for the refill dirt between sidewalk and street on Wakonda so that it is available for community chat on Saturday, July 9th.

Dougherty reported that because the Warren County courthouse is shut down that he may be out in other counties to prosecute and may not be readily available.

Mayor reported that there had not been a resolution on the Leeper case.

16-131 Motion by Lester, seconded by Livingston to adjourn the meeting at 8:02 p.m., carried unanimously by voice vote.

Tom Phillips, Mayor

Attest:

Jodi Eddleman, City Clerk



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 06
For Meeting of 07/21/2016

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:

Orton Homes	2208 Woodland Pkwy	SFR	\$220,000.
Brett Stewart	1122 Colt Lane	SFR	\$513,385.
Al Cosimo	1116 Colt Lane	SFR	\$479,276.

Additional items

- c.) Approval authorizing City Clerk to destroy records per records retention policy.
- d.) Resolution authorizing the purchase of a new police car
- e.) Proposed RFP for 2017 NCIS project – informational item only
- f.) Approval of the engineering agreement with Waters Edge for phase 2 of the swimming pool

Receive and file monthly department reports for June

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
GARBAGE	GENERAL FUND	TREASURER, STATE OF IOWA	JUNE SALES TAX	<u>6.80</u>			
			TOTAL:	6.80			
SWIMMING POOL	GENERAL FUND	TREASURER, STATE OF IOWA	JUNE SALES TAX	<u>988.33</u>			
			TOTAL:	988.33			
ADMINISTRATION	WATER FUND	TREASURER, STATE OF IOWA	JUNE SALES TAX	<u>7,410.43</u>			
			TOTAL:	7,410.43			
ADMINISTRATION	SEWER FUND	TREASURER, STATE OF IOWA	JUNE SALES TAX	<u>1,301.96</u>			
			TOTAL:	1,301.96			
STORM SEWERS (DRAINAGE STORM WATER UTILIT	TREASURER, STATE OF IOWA	TREASURER, STATE OF IOWA	JUNE SALES TAX	<u>214.76</u>			
			TOTAL:	214.76			
NON-DEPARTMENTAL	GENERAL FUND	KABEL BUSINESS SERVICES	MEDICAL FLEXIBLE SPENDING	493.22			
			CHILDCARE FLEXIBLE SPENDIN	<u>219.71</u>			
			TOTAL:	712.93			
POLICE OPERATIONS	GENERAL FUND	CARPENTER UNIFORM	OFFICER UNIFORMS	380.74			
			ALBERS UNIFORM	14.99			
			DUNLOP UNIFORM	116.98			
			CRISWELL UNIFORM	173.97			
			CRISWELL UNIFORM	51.99			
			INDOFF INC	SUPPLIES	22.36		
				INK	98.33		
			CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98		
				POLICE DEPARTMENT SUPPLIES	144.19		
			SPRINGER PEST SOLUTIONS	PUBLIC SAFETY PEST CONTROL	68.00		
			SHRED IT	ON SITE	50.24		
			SECRETARY OF STATE	NOTARIES RENEWAL	90.00		
			VERIZON WIRELESS	MONTHLY CELL CHARGES	735.54		
			PHIL PARKER	DOG FOOD REIMBURSEMENT	42.39		
			PITNEY BOWES	PUBLIC SAFETY POSTAGE LEAS	111.00		
			IOWA WINDOW SERVICE INC	PUBLIC SAFETY	100.00		
			ADVENTURE LIGHTING	LED LIGHTS	52.50		
			LASER RESOURCES	COPIER LEASES	97.82		
			GREGG YOUNG	PD WHEEL ALIGNMENT	599.97		
				PD MOTOR MOUNT REPAIR	423.32		
			JOHNSTONE SUPPLY	AIR FILTERS	24.90		
			CAPPEL'S ACE HARDWARE	FASTENERS	<u>32.91</u>		
				TOTAL:	3,544.12		
			FIRE PROTECTION	GENERAL FUND	CARPENTER UNIFORM	UNIFORM PEMBERTON, COBURN	169.98
						UNIFORM DEATON	49.99
						UNIFORM MITCHELL	59.99
						UNIFORM PEMBERTON	39.99
UNIFORM MILLER	47.99						
UNIFORM SMYSER	49.99						
UNIFORM CATALDO	59.99						
UNIFORM FISCHER	84.99						
UNIFORM LANCASTER	84.99						
CAPITAL SANITARY SUPPLIES	FIRE DEPARTMENT SUPPLIES	144.19					
HARVEY'S AUTOMOTIVE &	BATTERY	114.98					
EMERGENCY APPARATUS MAINTENANCE	ELECTRICAL CONNECTOR	527.44					
NORWALK HARDWARE & AUTO	SUPPLIES	238.98					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AIA CORPORATION	FD T-SHIRTS	635.03
		IOWA STATE UNIVERSITY	FIRE CHIEFS CONFERENCE	50.00
		LASER RESOURCES	COPIER LEASES	<u>90.57</u>
			TOTAL:	2,449.09
RESCUE	GENERAL FUND	MERCY COLLEGE OF HEALTH SCIENCES	FISCHER ECARD	8.50
			VETTERICK ECARD	8.50
		BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	80.10
			MEDICAL SUPPLIES	673.80
			MEDICAL SUPPLIES	977.00
			MEDICAL SUPPLIES	257.52
		MEDICAP PHARMACY	MEDICINE	<u>99.96</u>
			TOTAL:	2,105.38
BUILDING INSPRCTOR	GENERAL FUND	INDOFF INC	OFFICE SUPPLIES	59.31
		CENTURYLINK	515 981-0158 894 JULY	77.58
		VERIZON WIRELESS	MONTHLY CELL CHARGES	<u>187.24</u>
			TOTAL:	324.13
ANIMAL CONTROL	GENERAL FUND	GREG GRAVES	ANIMAL LICENSE REFUND	<u>5.00</u>
			TOTAL:	5.00
OTHER PUBLIC WORKS	GENERAL FUND	REGISTER MEDIA	MAINTENANCE WORKER II JOB	360.00
		LASER RESOURCES	COPIER LEASES	<u>10.37</u>
			TOTAL:	370.37
LIBRARY SERVICES	GENERAL FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
		NORWALK HARDWARE & AUTO	SUPPLIES	31.24
		FAREWAY	COUNCIL INTERVIEW MEETINGS	21.80
		LASER RESOURCES	COPIER LEASES	171.45
		JOHNSTONE SUPPLY	AIR FILTERS	47.92
		CAPPEL'S ACE HARDWARE	DISPENSERS	<u>25.23</u>
			TOTAL:	409.62
PARKS	GENERAL FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
		HALLETT MATERIALS	SAND FOR JAZZ IN JULY	115.61
		NORWALK HARDWARE & AUTO	SUPPLIES	5.99
		NANCY KUEHL	JAZZ IN JULY ARTIST REIMBU	<u>280.00</u>
			TOTAL:	513.58
RECREATION	GENERAL FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.96
		NANCY KUEHL	ART IN THE PARK REIMBURSEM	19.04
			SOCCER PORTFOLIO REIMBURSE	12.68
			ART SUPPLIES REIMBURSEMENT	25.92
		THE GRAPHIC EDGE	T-SHIRTS	1,237.40
			CHESS CLUB SHIRTS	58.40
			JR POLICE ACADEMY SHIRTS	51.50
		BOBS CUSTOM TROPHIES	CHESS TROPHY	15.00
		VERIZON WIRELESS	MONTHLY CELL CHARGES	167.32
		BRENT WALKER	CHESS CAMP	69.44
		ROLLING THUNDER STAGES	JAZZ INJULY	550.00
		JAMES JONES	SOCCER REFUND	<u>102.00</u>
			TOTAL:	2,420.66
SPORTS COMPLEX	GENERAL FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
		NORWALK HARDWARE & AUTO	SUPPLIES	142.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		A+ LAWN AND LANDSCAPE	IRRIGATION SYSTEM REPAIR	131.16
			IRRIGATION SYSTEM REPAIR	632.41
		ANKENY SANITATION	MCANINCH GARBAGE SERVICE	52.50
		JOHN DEERE FINANCIAL	TIRES AND TUBES AT THEISEN	41.96
		BEST PORTABLE TOILETS	MCANINCH TOILETS	<u>140.00</u>
			TOTAL:	1,252.13
SWIMMING POOL	GENERAL FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
		CENTURYLINK	POOL PHONE	53.18
		NORWALK HARDWARE & AUTO	SUPPLIES	197.37
		PEPSI-COLA	POOL CONCESSION	125.49
		BRIAN PETTIT	POOL TIMER REIMBURSEMENT	50.54
		ALL IOWA POOL	QUICK SHOCK	283.18
		TARA BADGER	TARA BADGER	37.10
		TRACY TRUMAN	POOL PASS PARTIAL REFUND	37.10
		SAM'S CLUB / SYNCHRONY BANK	CONCESSION SUPPLIES	765.72
		AMY VANDYKE	POOL PASS PARTIAL REFUND	37.10
		CAPPEL'S ACE HARDWARE	DOOR PARTS	39.89
		ANGIE VANDEMARK	POOL PASS PARTIAL REFUND	18.55
		COBEY JOHNSON	SWIMSUIE REIMBURSEMENT	25.00
		JOPLYN WHITEHEAD	SWIMSUIE REIMBURSEMENT	25.00
		STACY SLATE	POOL PASS PARTIAL REFUND	37.10
		ADAM SMITH	POOL PASS PARTIAL REFUND	18.55
		MINDY SMITH	POOL PASS PARTIAL REFUND	37.10
		RICKY HARKIN	SWIM LESSONS REFUND	138.00
		CINDY MILLER	WATER AEROBICS OVERPAYMENT	9.00
		JACKIE MARSHALL	POOL PASS PARTIAL REFUND	42.67
		LETTISHA SMITH	POOL PASS PARTIAL REFUND	37.10
		CHAD RAYMOND	POOL PASS PARTIAL REFUND	18.55
		DYLAN PETERSON	SWIM LESSONS REFUND	60.00
		NATALIE FRANK	SWIM LESSON REFUND	25.00
		ANGELA COOPER	ANGELA COOPER	42.67
		KATIE ENOS	SWIM LESSON REFUND	25.00
		ANGELA FOLDES	POOL PASS PARTIAL REFUND	18.55
		SCHWAN'S SALES INT	POOL CONCESSION	225.44
			POOL CONCESSIONS	412.86
			POOL CONCESSIONS	<u>51.96</u>
			TOTAL:	3,006.75
COMMUNITY DEVELOPMENT	GENERAL FUND	INDOFF INC	OFFICE SUPPLIES	5.75
		CONFLUENCE	SUB AREA 1 MASTER PLAN	5,330.54
			LAND USE PLAN UPDATE	1,075.80
		VEENSTRA & KIMM INC.	CORT LANDING PLAT 1 PRELIM	28.00
			CORT LANDING PLAT 1 CONST	242.00
			LEGACY PLAT 20	214.00
			MARKETPLACE AT ECHO VALLEY	214.00
			ORCHARD VIEW PLAT 3	186.00
			TIMBER VIEW PLAT 1 FINAL	56.00
			OLD SCHOOL PLAT 1 FINAL	20.50
			ORCHARD TRAIL PLAT 5 PREMI	214.00
		WARREN COUNTY ASSESSOR	ANNUAL GIS ELA	6,000.00
		REGISTER MEDIA	PUBLIC NOTICE	31.84
		LASER RESOURCES	COPIER LEASES	<u>92.86</u>
			TOTAL:	13,711.29
EXECUTIVE AND ADMINIST	GENERAL FUND	FAREWAY	COUNCIL INTERVIEW MEETINGS	73.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WATERS & COMPANY	EXECUTIVE RECRUITMENT	7,350.00
			EXECUTIVE RECRUITMENT	<u>9,800.00</u>
			TOTAL:	17,223.67
FINANCIAL ADMINSTRATIO	GENERAL FUND	JEAN FURLER	GLASSES REIMBURSEMENT	<u>100.00</u>
			TOTAL:	100.00
CITY HALL & GENERAL BU	GENERAL FUND	INDOFF INC	OFFICE SUPPLIES	145.75
		CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
			CITY HALL SUPPLIES	94.43
		INTERNATIONAL INSTITUTE	ANNUAL MEMBERSHIP	180.00
		CENTURYLINK	515 E52-0041 899 JULY	546.84
		MEDIACOM	INTERNET	157.40
		STOREY KENWORTHY	DIRECT DEPOSIT STUBS	60.00
		BOBS CUSTOM TROPHIES	CITY ATTORNEY NAME BADGE	15.45
			CITY ENGINEER PLATE	12.45
		VERIZON WIRELESS	MONTHLY CELL CHARGES	41.83
		SIMPLEX GRINNELL	CITY HALL MONITORING	484.06
		DES MOINES REGISTER	DAILY PAPER	35.00
		IOWA WINDOW SERVICE INC	CITY HALL EXTERIOR	85.00
		LASER RESOURCES	COPIER LEASES	75.30
		JOHNSTONE SUPPLY	AIR FILTERS	29.44
		CAPPEL'S ACE HARDWARE	DOOR PARTS	<u>6.28</u>
			TOTAL:	2,081.21
NON-DEPARTMENTAL	ROAD USE TAX FUND	KABEL BUSINESS SERVICES	MEDICAL FLEXIBLE SPENDING	<u>14.71</u>
			TOTAL:	14.71
STREETS	ROAD USE TAX FUND	REASONER'S GARAGE INC.	KUHN MOWER PARTS	54.09
		CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
			PUBLIC WORKS SUPPLIES	49.76
		CORELL CONTRACTOR INC	ASPHALT	3,690.79
		HARVEY'S AUTOMOTIVE &	WASHER FLUID	23.94
			PW VEHICLES	31.96
			SHOP	92.69
			SHOP	14.39
			GRASSHOPPER	12.34
			JAC MOWER	11.13
			JAC MOWER	9.16
			GRASSHOPPER	6.08
			DUMP TRUCK	5.60
			DUMP TRUCK	3.22
			JAC MOWER	12.54
			JAC MOWER	44.28
			WASHER FLUID	23.94
			DUMP TRUCK	8.86
			DUMP TRUCK	401.21
		LOGAN CONTRACTORS SUPPLY	SUPPPPLIES	56.90
		MENARDS	CEDAR MULCH	236.00
		NORWALK HARDWARE & AUTO	SUPPLIES	8.99
			SUPPLIES	26.72
		BRIAN PETTIT	RED WING SHOE REIMBURSEMEN	390.98
		DIAMOND VOGEL PAINTS	HYDRANT AND BLADE PAINT	271.43
		GRIMES ASPHALT AND PAVING CO	MATERIAL	314.50
			MATERIAL	631.96
		G & L CLOTHING	SCHULTZ UNIFORM	454.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	MONTHLY CELL CHARGES	20.71
			MONTHLY CELL CHARGES	62.11
		BARCO MUNICIPAL PRODUCTS	SIGNS	2,446.50
		MURPHY TRACTOR & EQUIPMENT	OIL AND FILTER	496.44
		JAMES OIL COMPANY LLC	DYED DIESEL	2,390.98
			GASOHOL	3,697.48
		SUNDOWN EQUIPMENT	KUBOTA TRACTOR	50.41
			KUBOTA MOWER	112.41
			KUBOTA TRACTOR	31.07
		GREGG YOUNG	TAIL LIGHT PW #21	122.21
		UNITYPOINT CLINIC	HEP B VACCINATION	830.00
		CAPPEL'S ACE HARDWARE	PLUG / SCREEN	26.44
			TOTAL:	17,286.40
STREET CLEANING	ROAD USE TAX FUND	TRANS IOWA EQUIPMENT INC	TRANS IOWA EQUIPMENT INC	66.60
			TOTAL:	66.60
NON-DEPARTMENTAL	SPECIAL REVENUE	KABEL BUSINESS SERVICES	MEDICAL FLEXIBLE SPENDING	0.82
			CHILDCARE FLEXIBLE SPENDIN	0.85
			TOTAL:	1.67
SELF FUNDING	T A SELF FUND DEDU	KABEL BUSINESS SERVICES	JUNE HRA CHECKS	250.00
			TOTAL:	250.00
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	IOWA LIVING MAGAZINE	2 PAGES IN NORWALK LIVING	1,050.00
			TOTAL:	1,050.00
GO BOND 2016 SERIES	DEBT SERVICE FUND	BERENS-TATE CONSULTING GROUP	2016 BONDS VERIFICATION RE	3,000.00
			TOTAL:	3,000.00
STREETS	CIP - 50TH STREET	VEENSTRA & KIMM INC.	BEARDSLEY FUNCTIONAL STUDY	1,420.00
			TOTAL:	1,420.00
PARKS & TRAILS CAPITAL	CONST FUND PARKS &	VEENSTRA & KIMM INC.	W NORTH AV TRAIL DESIGN	108.00
		NORWALK LAND COMPANY	ORCHARD HILLS TRAIL	1,225.08
			TOTAL:	1,333.08
POOL REPAIRS	CIP - POOL	HAWKINS, INC.	POOL CHEMICALS	938.47
			TOTAL:	938.47
INVALID DEPARTMENT	CIP - POOL	WATERS EDGE AQUATIC DESIGN	POOL PLANNING	3,500.00
			POOL UPDATE	5,060.00
			TOTAL:	8,560.00
INFRASTRUCTURE	COMM IINFRASTRUCT/	VEENSTRA & KIMM INC.	HWY 28/MASTELLER	2,501.15
		SHIVE HATTERY INC	CEDAR STREET PAVING	2,797.00
		MCANINCH CORPORATION	CEDAR STREET PAVEMENT	91,869.18
			TOTAL:	97,167.33
COMMUNITY DEVELOPMENT	STORM WATER DETENT	VEENSTRA & KIMM INC.	ORCHARD VIEW REGIONAL DETE	4,578.40
		DCI GROUP	DETENTION POND PHASES 1 &	2,522.00
		SANDSTONE MANAGEMENT LTD	ORCHARD VIEW REGIONAL DETE	95,349.34
			TOTAL:	102,449.74
COMMUNITY DEVELOPMENT	GATEWAY PROJECT	RDG PLANNING AND DESIGN	GATEWAY SIGN	693.00
			TOTAL:	693.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER FUND	KABEL BUSINESS SERVICES	MEDICAL FLEXIBLE SPENDING	<u>14.71</u>
			TOTAL:	14.71
OPERATION AND MAINTENE	WATER FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
		HARVEY'S AUTOMOTIVE &	GLOVES	18.45
		NORWALK HARDWARE & AUTO	SUPPLIES	3.36
		DIAMOND VOGEL PAINTS	HYDRANT AND BLADE PAINT	837.00
		IOWA ASSOCIATION OF MUNICIPAL UTILITIE	2016 IAMU WATER MEMBER DUE	789.37
		IOWA ONE CALL	LOCATES	1,141.60
		G & L CLOTHING	ZRUCKY UNIFORM	80.98
			ZRUCKY UNIFORM	17.09
		SENSUS	ANNUAL SOFTWARE SUPPORT	1,665.98
		TRUE VALUE WEST DES MOINES	CURB STOP BOX	17.26
		CAPPEL'S ACE HARDWARE	SPRAY FOR METER PIT	15.96
			BLEACH FOR WATER SAMPLING	<u>3.98</u>
			TOTAL:	4,703.01
ADMINISTRATION	WATER FUND	VERIZON WIRELESS	MONTHLY CELL CHARGES	20.70
			MONTHLY CELL CHARGES	<u>80.02</u>
			TOTAL:	100.72
NON-DEPARTMENTAL	SEWER FUND	KABEL BUSINESS SERVICES	MEDICAL FLEXIBLE SPENDING	<u>14.71</u>
			TOTAL:	14.71
OPERATION AND MAINTENA	SEWER FUND	CAPITAL SANITARY SUPPLIES	MULTIPLE PAST DUE INVOICES	111.98
		HARVEY'S AUTOMOTIVE &	SCRUB WIPES	16.26
		NORWALK HARDWARE & AUTO	SUPPLIES	39.95
		ELECTRIC PUMP	SERVICE AGREEMENT	350.00
			SIEMENS SERVICE CALL	250.70
		G & L CLOTHING	MURILLO UNIFORM	89.25
			MURILLO UNIFORM	65.51
		TRANS IOWA EQUIPMENT INC	CAMERA PARTS	<u>183.48</u>
			TOTAL:	1,107.13
ADMINISTRATION	SEWER FUND	VERIZON WIRELESS	MONTHLY CELL CHARGES	20.70
			MONTHLY CELL CHARGES	<u>52.11</u>
			TOTAL:	72.81
NON-DEPARTMENTAL	STORM WATER UTILIT	KABEL BUSINESS SERVICES	MEDICAL FLEXIBLE SPENDING	117.95
			CHILDCARE FLEXIBLE SPENDIN	<u>0.59</u>
			TOTAL:	118.54
STORM SEWERS (DRAINAGE	STORM WATER UTILIT	NORWALK HARDWARE & AUTO	SUPPLIES	<u>49.48</u>
			TOTAL:	49.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	001	GENERAL FUND		51,225.06
	110	ROAD USE TAX FUND		17,367.71
	112	SPECIAL REVENUE		1.67
	113	T A SELF FUND DEDUCTIBLE		250.00
	160	ECONOMIC DEVELOPMENT		1,050.00
	200	DEBT SERVICE FUND		3,000.00
	305	CIP - 50TH STREET		1,420.00
	325	CONST FUND PARKS & TRAILS		1,333.08
	340	CIP - POOL		9,498.47
	360	COMM IINFRASTRUCT/IMPROVE		97,167.33
	420	STORM WATER DETENTION PRO		102,449.74
	430	GATEWAY PROJECT		693.00
	600	WATER FUND		12,228.87
	610	SEWER FUND		2,496.61
	740	STORM WATER UTILITY		382.78

		GRAND TOTAL:		300,564.32

TOTAL PAGES: 7

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF NORWALK
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 7/08/2016 THRU 7/21/2016
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GGL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 7/08/2016 THRU 7/09/2016

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GGL ACCTS: NO
REPORT TITLE: COUNCIL CLAIMS LIST 7/21/16
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

ITEM TO BE DESTROYED	DATE	DATE TO BE DESTROYED
Utility Billing Stubs	08/06-07/07	July 2016
	11/01/07-02/29/08	July 2016
	09/01/09-11/30/09	July 2016
	03/03/08-06/24/08	July 2016
	10/15/08-02/05/09	July 2016
	06/28/08-10/08	July 2016
	08/01/07-10/31/07	July 2016
	01/07-04/30/07	July 2016
	06/01/09-08/31/09	July 2016
	02/06/09-05/30/09	July 2016
	05/01/07-07/31/07	July 2016
	03/01/10-08/31/10	July 2016
	12/01/09-02/28/10	July 2016
09/01/10-11/30/10	July 2016	
10/11-12/11	July 2016	
Utility Bill Calculations & Adjustments	01/07-06/07	July 2016
	07/07-03/08	July 2016
	04/08-06/08	July 2016
	05/08-10/08	July 2016
	11/08-05/09	July 2016
	2009	July 2016
	01/10-06/10	July 2016
	07/10-12/10	July 2016
	01/11-06/11	July 2016
Utility Billing Adjustment	2005-2008	July 2016
Penalties/ACH	07/07-05/08	July 2016
Backflow Test Report	2008-2009	July 2016
Expenditures A-G, H-M, N-Q, R-Z N-S	07/07-06/08	July 2016
	2008-2009	July 2016
	9/1/10	July 2016
Time Sheet	11/09-04/10	July 2016
	01/11-03/11	July 2016
AP A-G H-M, T-Z	2006-2009	July 2016
	07/10-06/11	July 2016
	2009-2010	July 2016
Cash Collection	05/06-01/07	July 2016
	05/06-07/07	July 2016
	08/07-11/07	July 2016
	07/08-10/08	July 2016
	01/02/09-06/30/09	July 2016
	07/09-10/09	July 2016
	12/01/09-06/30/10	July 2016

	07/01/10-10/31/10	July 2016
	11/10-01/31/11	July 2016
	03/01/11-04/15/11	July 2016
AP Register	2009-2011	July 2016
Paystub	2010-2011	July 2016
Tape Backup	2010	July 2016
Deposit Applications - Returned Deposit	09/2000-11/2006	July 2016
Property Tax Collection	07/06-06/07	July 2016
	07/07-06/08	July 2016
Clerical Utility Clerk	2008	July 2016
Storm Drain Survey	2007	July 2016
Liquor License Apps	2001-2004	July 2016
Expense Detail	07/03-06/04	July 2016
Claims & Check Register	07/03-06/04	July 2016
Revenue Register	07/01-06/02	July 2016
Timesheets	2007-2009, 2013	July 2016
Fire Chief Apps	2008	July 2016
Tax Receipts	2008-2009	July 2016
Reconciliation Worksheets	2007-2009	July 2016
Bank Reconciliation Statements	07/10-06/11	July 2016
Safety Committee Agenda	1998	July 2016
AP Register - Check Registers	04/04-02/05	July 2016
	05/09-06/09	July 2016
	07/09-09/09	July 2016
	04/11-06/11	July 2016
	07/11-08/11	July 2016

RESOLUTION NO. _____

Approving the Purchase of a New Police Vehicle

WHEREAS, the city now owns eight marked police vehicles used to patrol the city; and,

WHEREAS, these vehicles are critical for the ability of the police department to provide for the safety of the public; and,

WHEREAS, the current vehicles in the fleet are aged and in need of replacement; and,

WHEREAS, \$59,000 was budgeted for a new police vehicle in the current fiscal year; and

WHEREAS, the department has tested and reviewed the specifications of the Ford Interceptor Police SUV and determined it to be the best available option based on price and functionality; and

WHEREAS, the purchase price below includes the trade in of a 2008 Dodge Charger and the redeployment of all appropriate equipment from the 2008 Dodge Charger to the new vehicle; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the purchase of the 2017 Ford Interceptor Police SUV in the amount of \$57,420 is approved at this time.

PASSED AND APPROVED this 21st day of July, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

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



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No.6e

For Meeting of 07.21.16

ITEM TITLE: Consideration and Discussion of a Request for Proposals (RFP) for Engineering Services for the 2017 NCIS Project.

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: Attached to this Agenda Statement is a DRAFT RFP to be provided to professional engineering firms for services needed for the next NCIS project. That project is anticipated to be the reconstruction of Lakewood Drive from Sunset Drive (Hwy 28) west through the intersection of Wakonda Drive. With Council blessing this RFP will start the process to design and bid the project early next year and complete it in the fall of 2017. A detailed anticipated project schedule is as follows:

- July 22, 2016, City issues RFP
- August 8, 2016, Firms submit proposals
- August 19, 2016 City scores submittals
- September 1, 2016 City Council approves selection of Engineering Firm
- September 7, 2016 Contract negotiated and notice to proceed issued
- October, November, December, 2016 Survey & design phase
- January, February, 2016 Bidding and award phase
- April 18, 2017 Contractor mobilizes for 2017 phase
- October 1, 2017 Contract work complete

We will also request a few elected officials to participate in the evaluation process to review the RFPs and select a firm to recommend to the council for approval.



July 21, 2016

**REQUEST FOR PROPOSALS
CITY OF NORWALK, IOWA
ENGINEERING SERVICES FOR MUNICIPAL
STREET IMPROVEMENTS 2017 NCIS PROJECT**

A. PURPOSE

The City Of Norwalk (City) requests proposals from qualified engineering firms to plan, design, and oversee bidding and construction of improvements for the 2017 Norwalk Community Infrastructure Study (NCIS) project.

The City has adopted a capital plan that includes projects which will entail assessments to adjoining property owners on each selected project along with funding with bonding.

B. SUBMITTAL PROCEDURES

Proposals are due before 12:00 noon local time on August 8, 2016.

For paper-copy proposals, please submit five (5) copies in a sealed envelope plainly marked Engineering Services for 2017 NCIS Project addressed to Tim Hoskins, Public Works Director, City of Norwalk, 705 North Avenue, Norwalk, IA 50211. Any proposal received after 12:00 noon will not be considered.

Electronically submitted proposals will be accepted by email and may be sent to Tim Hoskins, timh@norwalk.iowa.gov. The email subject line shall read Engineering Services for 2017 NCIS Project, and the proposal shall be attached to the email as a ".pdf file". If submitting electronically, then only one electronic copy is required by the 12:00 noon deadline.

Questions regarding this proposal shall be directed to Tim Hoskins, Public Works Director, at 515-981-9527 or timh@norwalk.iowa.gov.

C. PROPOSAL FORMAT, CONTENT, AND SCORING

Proposals will be reviewed by the City's selection team and scored based on qualifications as noted below. The firm with the highest scoring submittal (of 100 possible points) will be invited to negotiate a contract with the City.

Proposals shall be organized and scored as follows:

1. Cover letter, signed by an officer of the firm who is authorized to make representations on behalf of the firm (cover letter is not scored).
2. Project Understanding and approach. (30 points)
 - a. Include approaches for cost savings and performance enhancement measures. (20 points)
 - b. Discuss firm's ability to plan this project around area activities, local residential traffic, and contractor's staging. (6 points)
 - c. Include estimate of engineering fees and fee schedule. (4 points)
3. Relevant firm experience and qualifications. (40 points)
 - a. Show experience (both of key personnel and of the firm) in design and oversight of city street upgrades to include demolition of existing surfaces, reconstruction of subgrade base, paving, storm water collection upgrades, and water distribution upgrades as needed in a close urban environment. (25 points)
 - b. Describe experience with projects involving assessments to property owners. (10 points)
 - c. Provide at least three client references for the firm from previous street upgrade design projects. (5 points)
4. Description of key staff including roles, expertise, and availability. (30 points)
 - a. Include an organizational chart for the proposed team. (10 points)
Proposals shall not exceed 14 pages in length. One page is described as one side of a standard 8 1/2" by 11" sheet of paper. The page limit does not include covers, table of contents, cover letter, section divider pages, or staff resumes. Resumes shall be limited to two pages per person.

Proposed firms must indicate receipt of all addenda to this RFP, if any. The anticipated schedule is as follows:

- July 22, 2016, City issues RFP
- August 8, 2016, Firms submit proposals
- August 19, 2016 City scores submittals
- September 1, 2016 City Council approves selection of Engineering Firm
- September 7, 2016 Contract negotiated and notice to proceed issued
- October, November, December, 2016 Survey & design phase
- January, February, 2016 Bidding and award phase
- April 18, 2017 Contractor mobilizes for 2017 phase
- October 1, 2017 Contract work complete

D. PRELIMINARY SCOPE OF SERVICES

A preliminary scope of services is provided below. Specific details of the scope of services, deliverable schedules, and fees for each task/phase will be negotiated after engineering consultant selection. Engineering work is expected to begin upon consultant selection. The contract may be amended at a later date to include additional related services if deemed necessary by the City. The City anticipates that all engineering and construction work must be completed by October 1, 2017. The project is envisioned to include multiple tasks as follows:

TASK 1: PLANNING

- A. Survey existing infrastructure
- B. Develop and present options for phasing and management of construction work
- C. Submit a pre-design report
- D. Submit preliminary project schedule up to October 1, 2017 (proposed completion date)

TASK 2: DESIGN & BID DOCUMENTS

- A. Design the improvements as selected by the City
 - a. Work with City staff to select desired improvements and project fundamental design
 - b. Conduct geotechnical/soil investigations, as needed
 - c. Identify and plan for impacted underground utilities
 - d. Determine if soil amendment is needed
 - e. Prepare bidding documents
 - i. Plans/drawings
 - ii. Specifications

iii. Instruction to Bidders, Bid Package, Bid Form, Bid Documents

- B. Develop and maintain a project schedule
- C. Develop and maintain estimates of probable construction cost to include a Preliminary Assessment Schedule.
- D. Lead the design workshops with City staff to obtain input
- E. Administer project construction bidding including pre-bid meeting, preparation of addenda (if required) and evaluation of bids
- F. Prepare and submit permit applications, as needed
- G. Include adequate stormwater control specifications to protect the nearby Lake Colchester
- H. Submit the following deliverables: bidding documents, construction plans and specifications (submittals at 50%, 90%, 100%), project schedule, cost estimates, Bid

TASK 3: CONSTRUCTION PHASE SERVICES

- A. Periodically inspect the work
- B. Meet with Contractor periodically to review progress and potential changes
- C. Modify the plans and specifications as needed to complete the work efficiently
- D. Perform desktop and field investigations as needed
- E. Perform construction project management and quality assurance on behalf of the City Of Norwalk
- F. Report progress weekly to the City's representative
- G. Administer construction documents
- H. Attend weekly progress meetings with the Contractor & City representative
- I. Provide construction inspection
 - a. Onsite field inspection
 - b. Independent materials test lab
- J. Monitor for defective work and recommend corrective action
- K. Monitor Contractor's progress against contract schedule
- L. Make specialized site visits per coordination with City representative
- M. Make clarifications and interpretations of the construction materials
- N. Respond to Contractors RFI (request for information) requests
- O. Evaluate change proposal requests
- P. Review shop drawings, submittals, and samples
- Q. Evaluate substitutes and "or equivalent" materials
- R. Review Contractor applications for payment
- S. Review construction completion documents (as-built, O&M manuals, etc.)

T. Evaluate substantial completion

- a. Develop punch list and monitor completion status
- b. Conduct final inspection
- c. Develop, in cooperation with City staff, bonding agent, and owner's attorney a Final Assessment Plat.

Task 4: MISCELLANEOUS PROJECT ENGINEERING SERVICES AS NEEDED

.....END OF RFP.....



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6f
For Meeting of 07.21.2016

ITEM TITLE: Norwalk Pool Improvement.

CONTACT PERSON: Nancy Kuehl, Parks and Recreation Director

SUMMARY EXPLANATION:

Attached is the agreement for Professional Engineering Services for the second phase of the pool improvement.

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

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

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement effective as of the date of last signature below between Water's Edge Aquatic Design, PLC ("ENGINEER") and the City of Norwalk ("OWNER").

The OWNER intends to plan, design, and construct improvements to the existing swimming pool facility, including appurtenances ("PROJECT"). The general basis for improvements are outlined in the Norwalk Aquatic Center Evaluation Report, prepared by Michael J. Fisher, P.E. and dated March 24, 2016.

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing Engineering Services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

- Appendix A - Terms and Conditions
- Appendix B - ENGINEER's Services
- Appendix C - OWNER's Responsibilities
- Appendix D - Insurance
- Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Water's Edge Aquatic Design, PLC "ENGINEER "	City of Norwalk "OWNER "
By: <u></u>	By: _____
Print Name: Jeff A. Bartley	Print Name: _____
Print Title: Principal	Print Title: _____
Date: <u>6/17/16</u>	Date: _____

APPENDIX A - TERMS AND CONDITIONS

SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER will provide preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services only following authorization by the OWNER.

OWNER'S RESPONSIBILITIES

2.01 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

TIMES FOR PROVIDING SERVICES

3.01 General

- A. ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services.
 - 1. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
 - 2. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
 - 3. The OWNER and ENGINEER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be provided under this Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

3.02 Suspension

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

- B. If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of ENGINEER, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

PAYMENT TO ENGINEER

4.01 Compensation

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
 1. A traditional design-bid-build delivery process with one prime contractor.
 2. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from the ENGINEERING SERVICES AGREEMENT. If special consultants are required within this agreement, fees for such services will be negotiated at the time based on the required scope of work.
 3. Bulk printing (i.e. bid/ construction documents) for permitting, OWNER'S review, consultant review, and bidding will be printed through third parties and invoiced at its direct costs to OWNER.
 4. Number of Visits. Up to three site visits for meetings during the evaluation phase are included. Up to 9 visits by ENGINEER and ENGINEER's sub-consultants are included in the Basic Services. Additional visits will be provided for a lump sum fee of \$1100 for each additional visit.

- B. The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following:

Lump Sum Amount:

Preliminary Design	\$ 8,000
Final Design/Construction Documents	\$31,000
Bidding	\$ 3,000
Construction Administration	\$21,000
<u>Post-Construction Services</u>	<u>\$ 2,000</u>
TOTAL	\$65,000

- C. Compensation for additional or redesign services requested by OWNER during the Construction Phase will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.

4.02 Other Payment Provisions

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed.
- B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- C. Interest: If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.

- D. Suspension of Services: If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- F. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- G. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- H. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgement or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred by the ENGINEER for such collection action and, in addition, the reasonable value of the ENGINEER's time and expenses spent for such collection action, computed according to the ENGINEER's prevailing fee schedule and expense policies.

OPINIONS

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. ENGINEER's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of ENGINEER's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by ENGINEER.

GENERAL CONSIDERATIONS

6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. The ENGINEER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's risk or the availability or cost of its professional or general liability insurance.
- D. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

6.02 Project Representatives

- A. At the start of the PROJECT, ENGINEER and OWNER shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

6.03 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of

the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.

- C. If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

6.04 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

6.05 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.
- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.
 - 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this Agreement, including but not limited

to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6.06 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

6.07 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.08 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

6.09 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Iowa.

6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

6.13 Allocation of Risks

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.
- B. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- C. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
- D. In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total fees for services rendered on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. It is intended by the parties to this Agreement that the ENGINEER's services in connection with the PROJECT shall not subject the ENGINEER's individual employees, officers, members or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive

remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Kansas limited liability company, and not against any of the ENGINEER's individual employees, officers, members or directors.

6.14 Consequential Damages

- A. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

6.15 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Code Compliance

- A. The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA) will be subject to various and possibly contradictory interpretations. The ENGINEER, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the PROJECT. The ENGINEER, however, cannot and does not warrant or guarantee that the PROJECT will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the PROJECT.
- B. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

6.19 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost

of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

6.20 Construction Management

- A. If the OWNER elects to employ a construction manager, the OWNER will promptly notify the ENGINEER of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the ENGINEER. If the employment of such construction manager by the OWNER results in additional time or expense to the ENGINEER to prepare for, coordinate with or respond to the construction manager, the ENGINEER shall be entitled to an equitable adjustment in fees and time for performance of these services.

6.21 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6.22 Confidential Communications

- A. The ENGINEER may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the OWNER. Those about whom reports and opinions are rendered may as a consequence initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harm-less the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER or to the OWNER's agents.

6.23 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

6.24 Design With Limited Construction Administration

- A. It is understood and agreed that the ENGINEER's Basic Services under this Agreement includes limited project observation or review of the Contractor's performance or any other construction phase services.
- B. OWNER will forward requests modifications, clarifications, or interpretations to ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to indemnify

and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

- C. If the OWNER requests in writing that the ENGINEER provide any additional construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as discussed in this Agreement.

DEFINITIONS

7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
 - 1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.
 - 2. COST ESTIMATE: An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.
 - 3. DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
 - 4. INSPECT, INSPECTION: The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

END OF APPENDIX A

APPENDIX B - ENGINEER'S SERVICES

ENGINEER will provide preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

BASIC SERVICES

1.01 Preliminary Design

- A. ENGINEER will complete the following Preliminary Design Phase tasks:
 - 1. ENGINEER will use available information from the OWNER as the basis for developing drawings.
 - 2. ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.

1.02 Final Design/Construction Documents

- A. After acceptance by OWNER of the Preliminary Design documents, ENGINEER will:
 - 1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.
 - 2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
 - 3. Prepare and furnish Final Construction Documents for review and approval by OWNER.
- B. ENGINEER's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER.

1.03 Bidding

- A. After acceptance by OWNER of the Bidding Documents, ENGINEER will:
 - 1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to three (3) sets of Contracts for execution by OWNER and Contractor.
 - 4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

1.04 Construction Administration

- A. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.
 2. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
 3. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
 - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
 - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
 - c. ENGINEER will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
 - d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
 - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
 4. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
 5. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly

completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

6. Change Orders. Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
7. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
8. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
9. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
10. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.
 - b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
11. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - c. ENGINEER will transmit these documents to OWNER.
12. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial Completion to OWNER and Contractor.
13. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

1.05 Post-Construction Services

- A. During the Post-Construction Phase, ENGINEER will:
- 1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.
 - 2. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by ENGINEER for final payment to Contractor.

ADDITIONAL SERVICES

2.01 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
- 1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER's control.
4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
5. Services required for re-design as a result of substitute products during the construction phase.
6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
7. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information with respect to Appendix B.
8. Services during authorized out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER's program or other instruction.
10. Providing construction surveys and layouts to enable Contractor to perform its work.
11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
12. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
13. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
14. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
15. Providing an enhanced or detailed pool operations manual.
16. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

END OF APPENDIX B

APPENDIX C - OWNER'S RESPONSIBILITIES

The Agreement is amended and supplemented to include the following Agreement of the parties.

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide topographic survey for the Site, if needed.
- E. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- I. Authorize ENGINEER to provide Additional Services as required by OWNER.
- J. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- M. Provide, as required for the PROJECT:
 - 1. Accounting, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the PROJECT as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the work with appropriate professional interpretation thereof.

END OF APPENDIX C

APPENDIX D - INSURANCE

The Agreement is amended and supplemented to include the following Agreement of the parties.

The limits of liability for the insurance required by this Agreement are as follows:

- A. By ENGINEER:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - a. Each Accident \$500,000
 - b. Disease, Policy Limit \$500,000
 - c. Disease, Each Employee \$500,000
 - 3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. Personal and advertising injury \$1,000,000
 - c. Products - completed operations aggregate \$2,000,000
 - d. General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - a. Each Occurrence \$2,000,000
 - b. General Aggregate \$2,000,000
 - 5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
 - 6. Professional Liability Insurance
 - a. Limits of \$1,000,000 per claim and \$2,000,000 annual aggregate
 - b. Certificate can be furnished upon request.

END OF APPENDIX D

APPENDIX E - BILLING RATES (2016)

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Aquatic Design Engineer	\$100 to \$210 per hour
Aquatic Design Engineer-in-Training	\$85 to \$105 per hour
Senior Aquatic Design Technician	\$105 to \$120 per hour
Aquatic Design Technician	\$80 to \$105 per hour
CAD Technician	\$70 to \$85 per hour
Administrative Assistant	\$55 to \$80 per hour

Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
 - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
 - 2. Mileage costs are billed at the IRS-approved rate.
 - 3. Lodging including motel costs and all related taxes.
 - 4. Meals including tips (no alcohol).
 - 5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

END OF APPENDIX E

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



Water Department

The Water Department welcomed Lindsey Offenburger. Lindsey comes from the City of Indianola with 10 years of experience in utility billing.

There were 3687 bills printed in June. These were reads collected June 1 for May consumption; 393 disconnect notices were mailed June 10; 183 reminders were emailed on June 20; 63 phone calls were made on June 27; and on June 28 there were 14 accounts processed for shut off.

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

City Hall Administration

Four residents purchased **Premium Compost it!** stickers in June; 2 were new customers and 2 were for 2016 renewal. As of July 1 the cost for NEW premium Compost It! customers goes down to \$80.

No **Parking tickets** were 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 12 additional **dog licenses** issued during the month of June, 827 year-to-date. Animal Control was called out for 4 unidentified, loose dogs this month, 19 year-to-date.

Also at the front counter, during June, approximately 24 **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>.

June included the usual monitoring of facebook pages; updates to the City website; and 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 June, 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>.

The three finalists for the **City Manager** position were interviewed by three groups which included City Council and the search firm representative, the Department Directors, and our City Attorney with a group of community representatives and business partners.

Finance Office

Iowa Income Offset collection continues with \$182 received from the program in June. Two additional claims were filed and 2 accounts were processed for payment next month.

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

Norwalk Community Development June 2016 Monthly Report



Economic Development:

The City worked with Loffredo Holdings and Warren County on an amendment to the development agreement related to the removal of the large dirt pile to the east of the Produce Innovations facility. On June 6, 2016, with the support of City Staff, and Councilperson Erika Sley, the Board of Supervisors voted unanimously to extend the timeline on the dirt pile for 18 months, until December 31, 2017.

The City is going over possible changes to the Norwalk Orchard View Townhomes PUD, specifically related to the occupancy type.

Planning and Zoning Commission

The Planning Commission met on June 27, 2016 and discussed the following items:

- Request from Norwalk Land Co, LLC to approve the Final Plat of the Norwalk Orchard View Plat 3
- Discussion on Subdivision Regulations update focusing on Complete Streets
- Invitation to SubArea 1 Master Plan and Future Land Use Update Open House on July 6th
- Discussion on the first chapter of Suburban Nation

Board of Adjustment

The Board of Adjustment did not meet in June.

Code Enforcement

On June 21, members of staff, the Mayor, and residents of Lakewood testified at the courthouse in Indianola regarding a Chapter 50 nuisance complaint at 400 Beardsley Street regarding the continuous riding of loud motorcycle(s) outside of the parameters set by the Norwalk City Council on September 17, 2015.

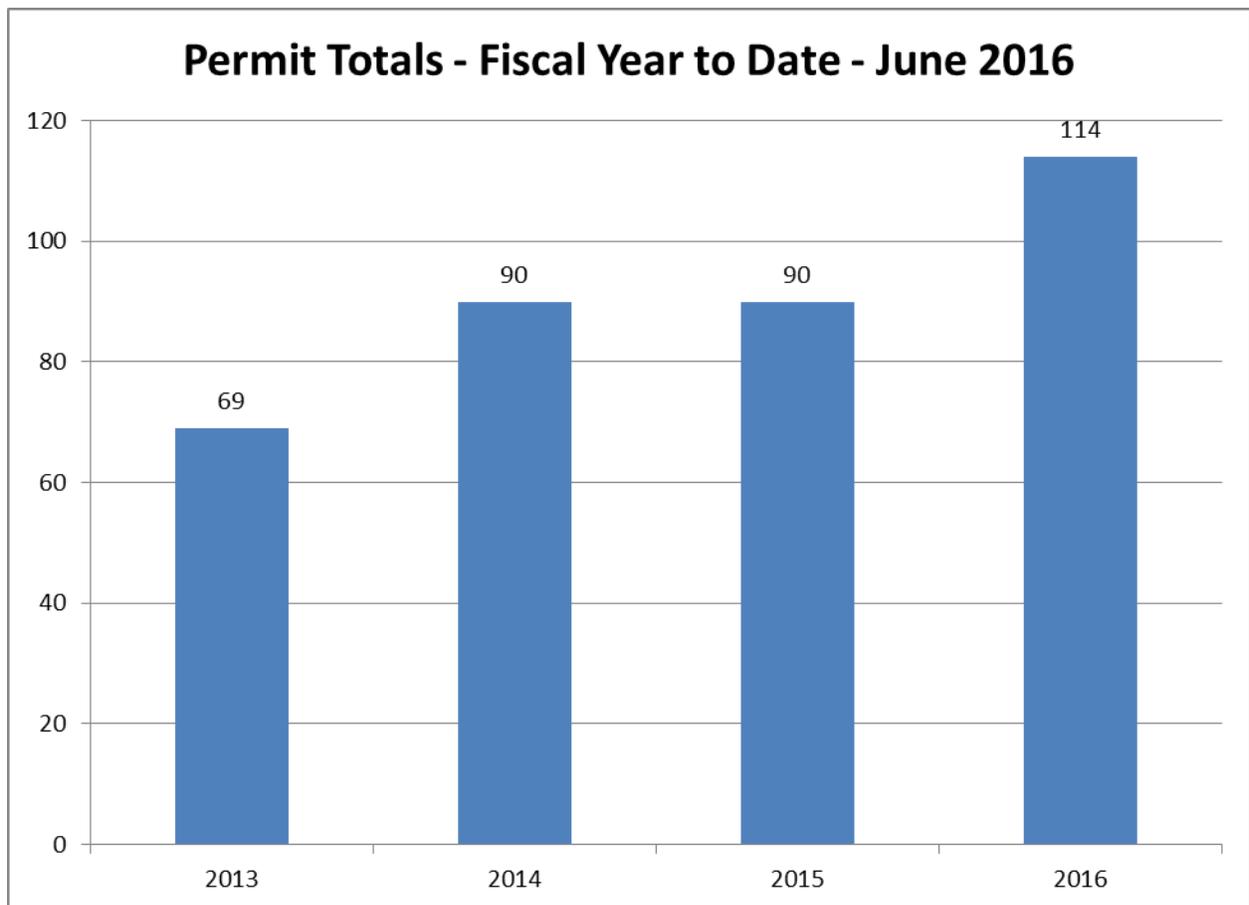
Announcement

Planning & Economic Development Director Wade Wagoner and his wife Amanda welcomed their third child on June 13, 2016. Samuel W. Wagoner was born at 8:59 AM, weighed 6lbs 14 ounces, and was 19.75 inches in length. The family is doing well.



Building Department - Permit Information:

City of Norwalk - June New Construction Building Permits									
BP Issued	Single Family	Value	Townhome	Value	Multi-Family	Value	Commercial	Value	
2016									
This month	16	\$ 4,781,526	3	\$ 587,753	0	\$ -	0	\$ -	
YTD	63	\$ 16,333,416	7	\$ 1,371,266	0	\$ -	3	\$ 582,736	
FYD	114	\$ 30,108,593	20	\$ 4,358,758	0	\$ -	3	\$ 582,736	
2015									
This month	14	\$4,612,628	11	\$2,335,759	0	\$-	0	\$-	
YTD	56	\$17,780,751	25	\$5,157,256	0	\$-	0	\$-	
FYD	90	\$28,440,631	31	\$6,713,652	5	\$13,574,770	1	\$345,864	
2014									
This month	17	\$4,247,574	0	\$-	0	\$-	0	\$-	
YTD	44	\$13,690,813	2	\$621,822	2	\$6,945,179	1	\$4,072,969	
FYD	90	\$28,140,156	23	\$6,138,745	2	\$6,945,179	1	\$4,072,969	
2013									
This month	5	\$1,542,274	0	\$-	0	\$-	0	\$-	
YTD	40	\$10,049,959	0	\$-	0	\$-	1	\$1,471,204	
FYD	69	\$18,276,566	14	\$2,431,310	0	\$-	1	\$1,471,204	



Building Permit Revenue Report			
PERMIT TYPE	MONTHLY TOTAL	JUNE REVENUE	FYD REVENUE
Apartment Building	0	\$ -	\$ -
Commercial Addition	1	\$ 166.14	\$ 166.14
Commercial Building	0	\$ -	\$ 3,180.24
Commercial Remodel	0	\$ -	\$ 4,419.45
Deck	2	\$ 50.00	\$ 725.00
Demolition	0	\$ -	\$ 200.00
Driveway	2	\$ 50.00	\$ 700.00
Electrical	16	\$ 955.00	\$ 11,644.70
Fence	12	\$ 300.00	\$ 1,775.00
Garage	0	\$ -	\$ 1,632.13
Misc	1	\$ 25.00	\$ 305.99
Mechanical	3	\$ 105.00	\$ 9,067.00
Plumbing	8	\$ 550.00	\$ 10,660.00
Porch	1	\$ 25.00	\$ 619.87
Pool	1	\$ 25.00	\$ 65.00
Residential (Single Family)	16	\$ 38,389.77	\$ 273,468.56
Residential Addition	0	\$ -	\$ 309.38
Residential Remodel	3	\$ 774.40	\$ 6,270.11
Shed	2	\$ 50.00	\$ 325.00
Sidewalk	0	\$ -	\$ 300.00
Sign	0	\$ -	\$ 518.69
Townhome	3	\$ 6,343.44	\$ 45,810.05
	71	\$ 47,808.75	\$ 372,162.31

FY 15-16 Budget	BALANCE
\$120,000	\$ 252,162.31

Together Tony and Chris averaged 9 inspections a day during the 22 working days in June.

June Storm Water/Nuisance Inspections:

17 Nuisance Inspections

10 Dry Weather Outfall Inspections

104 Storm Water Inspections

JUNE BUILDING INSPECTIONS	
Deck	12
Electrical	21
Final	23
Footing	20
Foundation Drain	1
Foundation Wall	9
Framing	14
Mechanical	15
Plumbing	45
Sheer Wall	13
Sidewalk/Approach	13
Tar/Tile/Gravel	7
TOTAL INSPECTIONS	193

Construction Board of Appeals

The Construction Board of Appeals met on June 21, 2016. At that meeting they approved a permit refund policy that they would like to make a recommendation to council to approve, along with the Board being the entity that hears appeals regarding all refunds in the Building Department. Next meeting is scheduled for October 18, 2016.





TO: HONORABLE MAYOR AND MEMBERS OF COUNCIL
FROM: RYAN COBURN, FIRE CHIEF
SUBJECT: MONTHLY REPORT – JUNE 2016
DATE: JULY 21, 2016

Significant Incidents

- There were no significant incidents in the month of June to report.

Training

- Norwalk Fire Department hosted EMS training with the topic of Stroke Emergencies.
- Fire training for the month of June was SCBA drills and self-rescue drills taught by Joe Patava of the Des Moines Fire Department, and Norwalk Fire Department.

Statistical Reporting

- Total number of responses for June - 68
- Mutual Aid Responses – 13 to the communities of Martensdale, Carlisle, and Indianola.

Through the month of June Norwalk Fire Department continues to have a steady 17.2% increase in call volume over last year.

Staffing

With the start of the new fiscal year July 1st the Norwalk Fire Department started staffing 24 hours a day and seven days a week.

New Engine

A purchase agreement was signed for the purchase of a new Pierce Quantum Rescue Engine. This was purchased through an agreement with HGAC Buy which accounted to a savings of over \$20,000. The overall build time for the engine is 10 mos. Further updates will be made available as the project continues to solidify.



NORWALK EASTER PUBLIC LIBRARY Director's Report – FY17

Monthly Statistics (Used for Annual Report to Sate Library):

- Library Visitors during previous month: 11,042
 - **Percentage Change: 2% increase from June 2015**
- Circulation of items during previous month:
 - 13,116 (items within library)
 - 610 (Bridges items)
 - 44 (Zinio items)
 - **13,770 Total**
 - **Percentage Change: 10.56% increase from June 2015**
- New Accounts during previous month:
 - 92 adult accounts
 - 65 Juvenile accounts
- Meeting Room Rentals during previous month:
 - 18 Rentals
- Reference Interactions during previous month:
 - 32 @ Circulation Desk
 - 72 @ Youth Services Desk
 - **104 Total**
- Library Volunteers during the previous month:
 - 95 participants
 - 526 number of hours volunteered
- Programming Statistics:

	# of Programs	# of Participants
Children's	31	1379
Teen	4	9
Adult	5	72
Adult Outreach	6	34
Technology Help Sessions	1	1
Exam Proctoring	1	1

Youth Services:

During the month of June, 1,471 people signed up for the summer reading program! We also hosted several special events including our big summer kickoff party, the Blank Park Zoo, and the Hanson Family juggling and unicycle show. We have been having weekly art projects, LEGO building, story-times, movie showings, and more! For teens, we hosted weekly drop-in Wii games and had a teen and adult craft night where we made bags, scarves and more out of t-shirts. Thanks so much to all of our summer volunteers and sponsors for helping us make it happen!

Adult Services:

During the month of June, there were 5 shared youth/adult programs and one adult fundraiser for the month of June. Please let the board know that the summer read programming had more intergenerational participation because our adults in the summer are involved with the youth much more (parents & grandparents).

- 1) Summer Movies: “Cool Runnings” & “Miracle” were advertised as both a youth and adult program.
- 2) Craft Night – T-shirt refashioning had 16 participants, with mainly adults and about 3 teens.
- 3) Mixed Martial Arts Sport Coach and former fighter, Ryan Clark had 3 participants (2 teens and 1 adult)
- 4) Caddy Stacks “Adults Only” Fundraiser on Friday July 1st had 58 adults. The Norwalk Easter Public Library Foundation was able to raise around \$3,000 that will be used to upgrade the AV equipment in the community room. In addition to the fundraiser, many families participated and enjoyed the opportunity to play the mini-golf course throughout open play hours on Saturday and Sunday July 2nd and 3rd.

Next Month:

- 1) 2 more movies for general audience 6/7 & 7/21
- 2) Novel Year Book Club – The Kite Runner 6/12 & 6/26
- 3) Craft Night – Brick Books 6/18
- 4) Humanities Iowa Speaker, Dan Kaercher “Iowa Treasures” 6/19 – Dan was first editor of Midwest Living Magazine and starred in IPTV’s show “Iowa Pleasures”

Assistant Director:

This month I added 295 new items to the collection. I weeded the Biography collection, and removed 166 titles during that project. I provided assistance in preparation of our Caddy Stacks event and assisted in set-up. We have been working to update & improve our Automatically Yours system within Apollo and have now been able to implement a more efficient & less time consuming system. I have been continuing to work on a rebuilding of our Adult Nonfiction section and am very pleased with the progress that has been made. There has been a steady flow of new (and replacement) items added to the collection with more to come. I feel that we now have a more useful, current and well-rounded adult non-fiction collection.

Other things I work on every month:

- Purchase requests (from patrons and staff)
- Ordering (we order from a variety of vendors and they vary depending on which collection I am ordering for) I place orders every week at the very least – more often I place orders daily.
- Weed items
- Every week we get damaged materials back to the library and I go through each of those items to determine if we will replace or weed them.
- Replacement items are processed
- Work on memorial donations (anyone donating money for materials in memory/in honor of someone)

Next up... I will be weeding the Juvenile Nonfiction section in August.

June Stats:	
Total # of Items Added	295
Total # of Items Withdrawn	166

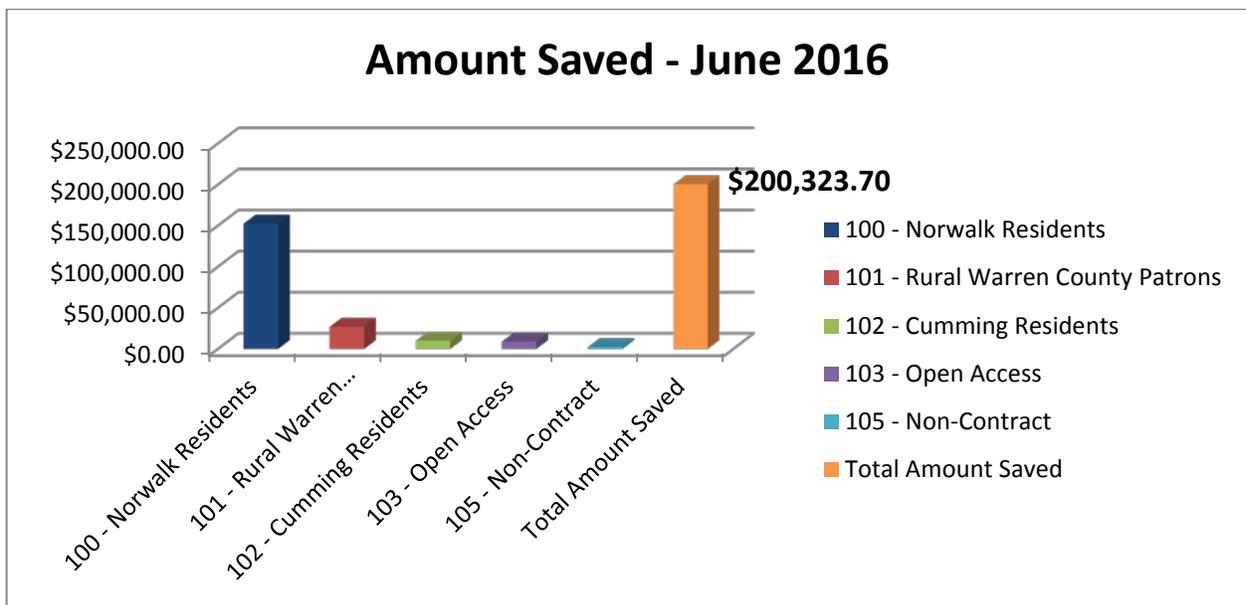
General Library / Director's Activities:

Director Sealine spend a portion of June assisting with Summer Reading activities including Summer Read Kick-Off on June 4th, attending City Council meetings, as well as weekly department head meetings. Director Sealine also participated in city manager interviews, and helped the Norwalk

Easter Public Library Foundation with the Caddy Stacks Fundraiser and Mini-Golf event. In addition to these tasks, Director Sealine a completed annual staff evaluations and reviewing, planning and goal-set for the new fiscal year.

Goals for the month of July will be to complete an annual report to submit to Library Trustees and City Council, as well as the Annual State Report and our Open Access report for the Iowa Library Services. Director Sealine will also be attending a leadership development institution through the Iowa Library Association the last week of July. I am sure there are more items that will be on the July to-do list, but these items and the usual assistance necessary during Summer Reading.

Below is a graph of money that library patrons have saved during the month of June by using Norwalk Easter Public Library for their book/print materials checkout. This does not include the amount patrons have saved by using our online digital resources, programming, facilities, or computer/internet access.



June 2016 Parks and Recreation Activities

June Highlights

Summer is off and running with our Jr Golf Lessons, Youth Tennis lessons, and Summer Chess camp. The summer swim lessons were scheduled to begin the week of June 6, 13, and 20, but due to the improvements being done at the pool, they didn't get going until the week of June 27 along with the Water Aerobics class. The Sports Complex was host for a Menace soccer camp.

Park Commission Board

The board met on June 1. Four commission members were in attendance. They discussed the pool, Holland Park, bike trail master plan, dog park plans, phase II of the pool, batting cage @ complex and the new student commission replacement.

Staff

Jeff attended a WSI class. Two summer interns were the chaperones for the State Track Meet held at Marshalltown. Louise was busy rescheduling approximately 160 swimming lessons. Nancy spent a lot of time with the pool personal coordinating the renovation.

Activity	Team	Par
Menace Soccer Camp		17
H2O Workout		30
Summer chess camp		16
Fitness: EB		19
Fitness: Cir		7
Fitness: Step		9
Art in the Park		15
Jr Golf Lessons		19
Youth Tennis		41
Munchkin Tennis		19
Soccer		242
Youth FB		77

Submitted by

Nancy Kuehl, Director



TO: HONORABLE MAYOR AND MEMBERS OF COUNCIL
FROM: GREG STAPLES, CHIEF OF POLICE
SUBJECT: MONTHLY REPORT –JUNE 2016
DATE: JULY 21, 2016
CC:

Significant Incidents

- On the 8th, an individual entered an occupied home. The home owner screamed and scared the intruder away. Officers later located Andrew Carpenter walking in the area. He was arrested and charged with burglary in the 1st degree.
- The Community Impact Officer investigated 10 criminal incidents and assisted with patrol activities for 30 hours
- Six police officer candidates were interviewed and background investigations were started on three.
- Police calls for service are up **26.4%** year to date over 2015

Community Policing / Involvement

- On the 4th, the police department escorted the State Champion NHS Soccer team to and from town on the Championship Game Day
- On the 7th, Chief Staples attended the Warren County Courthouse Construction meeting
- On the 9th, Officer Criswell gave a tour of the police department and held a personal safety class for a group of homeschoolers
- On the 10th several officers sponsored and served food at Lunch in the Park
- On the 10th, Chief Staples attended the ribbon cutting at Ace Hardware
- On the 11th, Chief Staples attended community chat
- On the 21st, Chief Staples attended the Warren County Courthouse Construction meeting
- On the 23rd, Officer Lewiston lead a tour of the police building to a day care group
- On the 23rd, Chief Staples attended the Lakewood Village Association meeting
- On the 28th Chief Staples attended the Warren County Child Abuse Prevention Council meeting
- The bike patrol operated for 6 hours, took 4 calls for service and gave away several ice cream coupons to children riding with a helmet

Training

DATE	OFFICER	TRAINING	HOURS
13-16	Lewiston	Informant Development	32
13-16	Westvold	Incident Command System 300 and 400	32
23	Martin, Westvold	CAD / RMS Software Train the Trainer	2 each
28-30	Lewiston	Crime Scene Management	24
1	Spurr	Assist ILEA with Basic Academy Driver Training	8
8	Spurr	Assist ILEA with Basic Academy Driver Training	8

Statistical Reporting

Traffic and General Activities

	Apr	Apr		May	May		June	June		Quarter	Quarter	
	2015	2016	Change	2015	2016	Change	2015	2016	Change	2015	2016	Change
Traffic Related												
Traffic Stops	121	185	64	121	147	26	152	131	-21	394	463	69
Moving Violations	38	31	-7	31	28	-3	37	34	-3	106	93	-13
<i>Speeding</i>	31	28	-3	24	25	1	34	26	-8	89	79	-10
<i>Impaired Driving</i>	3	2	-1	6	3	-3	3	5	2	12	10	-2
Equipment / License Citations	15	36	21	30	18	-12	13	18	5	58	72	14
<i>Occupant Protection</i>	2	13	11	9	3	-6	7	3	-4	18	19	1
Written Warnings	53	90	37	47	77	30	82	75	-7	182	242	60
Crash Investigations	5	5	0	6	5	-1	6	8	2	17	18	1
General Activities												
Drug Investigations	2	5	3	1	5	4	1	0	-1	4	10	6
Officer Initiated Incidents	5	5	0	2	4	2	4	4	0	11	13	2
Public Service Calls	54	59	5	49	73	24	66	63	-3	169	195	26
Calls For Service	462	548	86	541	638	97	551	532	-19	1554	1718	164

Criminal Incidents

	Apr	Apr		May	May		June	June		Quarter	Quarter	
	2015	2016	Change	2015	2016	Change	2015	2016	Change	2015	2016	Change
Crimes Against Person												
Assault Offenses	1	3	2	5	1	-4	1	4	3	7	8	1
Sexual Assault Forcible	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Assault Non-Forcible	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	2	2	0	0	0	0	2	2
Homicide	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	1	4	3	5	3	-2	1	4	3	7	11	4
Crimes Against Property												
Burglary	0	1	0	4	4	0	0	3	3	4	8	4
Fraud / Forgery / Embezzle	5	0	-5	1	0	-1	1	1	0	7	1	-6
Theft / Larceny	8	7	-1	8	4	-4	9	11	2	25	22	-3
Motor Vehicle Theft	0	0	0	0	0	0	2	0	-2	2	0	-2
Property Damage	2	14	12	9	2	-7	2	2	0	13	18	5
Subtotal	15	22	7	22	10	-12	14	17	3	51	49	-2
Total	16	26	10	27	13	-14	15	21	6	58	60	2

Clearance Rates

	Apr			May			June					
	2016	Cleared	Inactive	Active	2016	Cleared	Inactive	Active	2016	Cleared	Inactive	Active
Crimes Against Person												
Assault Offenses	3	2	1		1	1			4	3		1
Sexual Assault Forcible	0				0				0			
Sexual Assault Non-Forcible	0				0				0			
Robbery	0				2	1		1	0			
Homicide	0				0				0			
Subtotal	3	2	1		3	2		1	4	3		1
Crimes Against Property												
Burglary	1	1			4	2	1	1	3	1	1	1
Fraud / Forgery / Embezzle	0				0				1		1	
Theft / Larceny	7	2	5		4	1	3		11	6	5	
Motor Vehicle Theft	0				0				0			
Property Damage	14		14		2	1	1		2	1		1
Subtotal	22	3	19		10	4	5	1	17	8	7	2
Total	25	5	20		13	6	5	2	21	11	7	3

Second Quarter 2016 Clearance Rates Norwalk Police

Crimes Against Person	Total	Cleared	Clear %
Assault Offenses	8	6	75%
Sexual Assault Forcible	0	0	
Sexual Assault Non-Forcible	0	0	
Robbery	2	1	50%
Homicide	0	0	
Subtotal	10	7	70%
Crimes Against Property			
Burglary	8	4	50%
Fraud / Forgery / Embezzle	1	0	0%
Theft / Larceny	22	9	41%
Motor Vehicle Theft	0	0	
Property Damage	18	2	11%
Subtotal	49	15	31%
Total	59	22	37%

Out and About With the NPD

Fun at Lunch in the Park



MEMORANDUM

TO: Tom Phillips, Mayor; Norwalk City Council
FROM: Tim Hoskins, Public Works Director
DATE: July 21, 2016
RE: Public Works Activity Report
Period: June 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 fire hydrant repairs
- Perform chlorine samples as required for IDNR reporting
- Complete Monthly Operating Report for IDNR
- Transport bacterial tests to DMWW Lab

WASTEWATER ACTIVITIES:

- Responded to backup complaints
- 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
06/02/2016	PD	PD	Trans	P129	Oil Change and Maint checks
06/06/2016	AMY	PW	Build		Two cross walk buttons are not working see WO
06/03/2016	JOE	PW	Trans	1046	Drivers rear inside dual has hole in tire
06/03/2016	FDPD	FD	Build	NA	Replaced Two LED light bulbs
06/03/2016	Tim	PW/CH	Build	NA	Please change batteries in clock in chamber area
06/03/2016	Louise	Parks and Rec	Trans	NA	John Deere Drag will not start.
06/03/2016	Paul S	PW	Trans	1042	Please check brakes, not stopping well
06/03/2016	Paul S	PW	Trans	1042	Please check brakes, not stopping well
06/07/2016	Joe	PW	Trans	1059	Please repair fuel tank as it leaks
06/08/2016	Nancy	Parks and Rec	Build		Please hang new rules sign
06/08/2016	JOE	PW	Trans	1045	Broken spring on pass rear, please check
06/09/2016	Joe	PW	Build		Fire Alarm Test all builds
06/09/2016	Amy	CH	Build		City Hall sewer back up- Greenwood & Gary
06/13/2016	TIM	PW	Build		Please repair water salesman. Jammed coins

06/13/2016	Nancy	Parks and Rec	Build		Please help set up pool and fill
06/14/2016	Louise	Parks and Rec	Trans		Broken pull start on the weed trimmer
06/15/2016		PD/FD	Build		#3 Fan on rooftop not working
06/14/2016	Louise	Parks and Rec	Trans		Vacuum is broken. Please repair
06/16/2016		PD/FD	Build		new flag at FD/PD
06/17/2016		Library	Build		No AC, INOP
06/17/2016	Louise	Parks and Rec	Build		Broken light and pool door lock in chem room
06/17/2016	Louise	Parks and Rec	Build		Bleed off pipe on water heater located in bath
06/17/2016	Nancy	Parks and Rec	Build		Diag and repair plunge pool valve issue
06/20/2016	Louise	Parks and Rec	Trans		Big Ferris Mower needs to be serviced
06/20/2016	JOE	CH	Build		Please check all of the clock batteries... conf room
06/20/2016	Joe	PW	Trans		Water truck needs jumped, check batts and charge
06/21/2016	Holly	Library	Build		Hang and move items per Holly
06/21/2016	Joe	PW	Trans		HYD. Leak from rear of tractor. Poss. Plug area
06/21/2016	Chris	PW	Trans		Please replace the tail light that is broken
06/23/2016	Hepperly	PD	trans	P127	squeaking breaks
06/16/2016		Library	Build		Borrow large ladder
06/27/2016	PD	PD	Trans		Had codes would not drive
06/28/2016	PW	PW	Trans		Filler Tube and Oil
06/28/2016	PW	PW	Trans	1042	Wont start, check charge system
06/28/2016	PW	PW	Trans	1012	Leaking HYD fluid out of plug/pressure issue
06/30/2016	Louise	Parks and Rec	build		outside pool lights need a new timer
06/30/2016	Amy	CH	Build		Investigate smells, sewer? Hvac?
06/30/2016	Chris	CH	Build		Mens TP holder falls off wall. Please hard mount

ROADWAY RELATED ACTIVITIES:

- Fill pot holes
- Street sweeping
- Fill edge ruts along West North Avenue
- Cherry Parkway Beautification maintenance
- Mow and trim Right of Way
- Pavement repairs 80th Ave.
- Install signage new subdivisions



STORMWATER RELATED ACTIVITIES:

- Perform intake inspections and documentation
- Performing culvert inspections and documentation

ADMINISTRATIVE:

- Prepare documents for council meetings
- Attend City Council meetings
- Participate on Selection Committee for WRA Phosphorus Recovery Facility RFPs
- Participate in presentation of asset management software program
- Attend progress meeting for Beardsley Storm Water Detention
- Participate in Soap Box Derby preparation meeting
- Participate on DMWW review of asset management system
- Perform Infrastructure inspection for Silverado Plat 2
- Participate in deposition preparation meeting
- Participate in unemployment appeal hearing
- Conduct infrastructure inspection for Orchard View Plat 3
- Participate in initial meeting with City of Cumming for 28E with road maintenance
- Attend in Polk County Mutual Aid 28E meeting
- Participate in deposition for upcoming past employee trial
- Participate in Bid Letting for Beardsley Storm Water Detention
- Attend Department Head meetings
- Meet with contractors
- Attend Metro Public Works manager's meeting
- Attend Metro Waste Authority Board Meeting

MISCELLANEOUS ACTIVITIES:

- Jazz in July event allowed children to paint a snow plow and wing.



FUND	Beginning Cash Balance	MTD Revenue	MTD Expenditures	Cash Basis Balance	Net Change Other assets	Net Change Liabilities	Accrual Ending Cash Balance
General	1,591,308.33	505,836.64	678,039.14	1,419,105.83		-16,357.04	1,402,748.79
Trust & Agency	31,760.09	2,460.00	1,021.99	33,198.10			33,198.10
Road Use Tax	953,827.60	112,403.72	369,443.90	696,787.42		785.85	697,573.27
Special Revenue	980,715.92	6,262.83	234,928.78	752,049.97		-11,314.96	740,735.01
T&A Self funding	(33,628.24)	39,000.00	1,674.94	3,696.82			3,696.82
TIF	3,617,522.24	843.90	2,414,129.55	1,204,236.59			1,204,236.59
HIDTA forfeiture	20,288.64	0.00	0.00	20,288.64			20,288.64
Economic Development	(14,533.33)	25,000.00	6,281.92	4,184.75		-405.90	3,778.85
Emergency Fund	32,038.47	0.00	32,038.47	0.00			0.00
T&A Plumbers Bonds	10,395.71	0.00	0.00	10,395.71			10,395.71
T&A Library Trust	24,199.50	1,237.41	0.00	25,436.91			25,436.91
T&A Park Trust	130,076.26	6,881.08	0.00	136,957.34			136,957.34
Debt Service	1,026,374.69	1,001,132.92	1,921,675.21	105,832.40			105,832.40
Capital Improvements	(873,499.81)	3,237,174.61	199,948.16	2,163,726.64			2,163,726.64
NCIS Infrastructure	592,991.11	0.00	0.00	592,991.11			592,991.11
Water Utility	577,022.13	155,900.07	253,220.83	479,701.37		-1,561.07	478,140.30
Water bond/sinking fund	41,378.77	83,702.00	73,459.50	51,621.27			51,621.27
Water improvement	259,976.17	27,821.14	27,821.14	259,976.17			259,976.17
Water T&A	230,226.30	4,152.37	1,140.00	233,238.67			233,238.67
Water equipment replacement	60,288.00	0.00	0.00	60,288.00			60,288.00
Sewer Utility	957,626.48	192,020.66	123,896.35	1,025,750.79		-3,422.30	1,022,328.49
Sewer bond/sinking fund	141,344.20	393,700.00	388,484.47	146,559.73			146,559.73
Sewer Improvement	133,639.26	0.00	0.00	133,639.26			133,639.26
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	1,121,015.32	32,201.42	600,094.80	553,121.94		-1,118.47	552,003.47
Storm water equipment replacement	15,000.00	0.00	0.00	15,000.00			15,000.00
Warren Water Buyout	133,538.27	8.46	0.00	133,546.73			133,546.73
Equipment Revolving	(186,723.55)	190,800.00	1,898.00	2,178.45			2,178.45
Outstanding Deposits							-4,770.37
Outstanding Checks							144,056.05
Bank Balance							10,449,535.66
Wages Payable posted 7/1/16							107,196.15
ACH CC P&R PAYMENT							-28.50
BANK ADJUSTMENT							1.06
Ending Cash Balance	11,654,301.79	6,018,539.23	7,329,197.15	10,343,643.87		-33,393.89	10,556,704.37
City State Bank	6,638,529.75						
City State Bank MM	3,229,284.70						
City State Dog Park	14,702.66						
City State HIDTA	20,288.64						
City State Local Forfeiture Fund	89.00						
Community State Bank	653,809.62						
Total Bank Balance	10,556,704.37						
						Finance Director: Jean Furler	



BUSINESS OF THE CITY COUNCIL

AGENDA STATEMENT

Items No. 07 and 08
For Meeting of 07.21.16

- REQUEST:** Public hearing on a request from Norwalk Land Co to amend the master plan and ownership requirement of Parcel 3 of the Orchard View Planned Unit Development and consideration of the first reading of an ordinance amending the Orchard View Planned Unit Development
- STAFF CONTACT:** Luke Parris, AICP
City Planner
- APPLICANT(S):** Norwalk Land Co. LLC
475 Alice's Road
Waukee, Iowa 50263
- LOCATION:** Northwest of the intersection of Wright Road and Orchard Hills Drive.
- CURRENT USE:** The site is currently vacant development ground.
- PROPOSED USE:** The proposal does not change the uses but requests the following:
- Adopt an updated master plan that expands the site to allow for the required setbacks and buffers for the parcel.
 - Change the owner occupied requirement from "The development of this parcel may only include owner occupied units" to "It is the intent that the parcel will be developed as an owner-occupied community. All units will initially be marketed individually for-sale."
- The proposed master plan is included as Attachment A.
- ZONING HISTORY:** The site was zoned as Parcel 3 of the Orchard View PUD in 2012 (Ordinance 12-09).
- LAND USE PLAN:** The future land use plan identifies the area as High Density Residential. This land use classification identifies multi-family dwellings as a typical use.

**SURROUNDING LAND USE
PLAN AND ZONING:**

Surrounding land use planned for the area is:

- North, East, and West – Medium Density Residential.
- South – Park/Recreation

Surrounding zoning for the area is:

- North, East, and West – R-1 Residential in the Orchard View and Orchard Hills PUD.
- South – unincorporated ground not zoned.

FLOOD INFORMATION:

The proposed development is not located in a floodplain.

**MAJOR STREET
PLAN/TRAFFIC:**

The request to amend the Orchard View Planned Unit Development does not have an impact on the street network or the traffic in the area.

**DEVELOPMENT SECTOR
ANALYSIS:**

Parcel 3 is located on the west side of the proposed Orchard Hills Drive connection to Wright Road. Surrounding development ground is owned by Norwalk Land Co and each piece is in varying stages of the development process.

STAFF ANALYSIS:

The future land use plan for the area is identified as High Density Residential. The PUD currently calls for R-3 zoning in this area. The proposed amendment does not request a change in zoning district. The proposal requests:

1. Adoption an updated master plan that expands the site to allow for the required setbacks and buffers for the parcel.
2. Change the owner occupied requirement from "The development of this parcel may only include owner occupied units" to "It is the intent that the parcel will be developed as an owner-occupied community. All units will initially be marketed individually for-sale."

For request #1, Parcel 3 was not adequate size to allow for the required buffer and setbacks. A previous PUD amendment requested a lessening of the buffer standards. That amendment request was denied. This new master plan expands the parcel to the west to allow for the appropriate buffer and setbacks for the site. The past request included 76 townhome lots on 6.77 acres. The new master plan would include 74 townhome lots on 7.07 acres. The new master plan also results in the shortening of a cul-de-sac to the west and the loss of 4 single-family lots.

For request #2, the current PUD requires that only owner occupied lots be developed on Parcel 3. This is problematic from a City enforcement perspective, as it would be difficult for staff to determine if a home was occupied by an owner or a renter. To enforce this code section, the City would need a mechanism to remove rental occupants from dwelling units. The City does not currently enforce the occupancy type on any other dwelling unit in the community and does not have a mechanism to enforce the requirement at this time. The request is to change the language to read "It is the intent that the parcel will be developed as an owner-occupied community. All units will initially be marketed individually for-sale." This proposed language would not require the City to verify the occupancy status of each dwelling unit and would not

require a mechanism remove rental occupants from a dwelling unit.

During the previous meeting of the first amendment requests many concerns were raised regarding the impact that the townhome project would have on neighboring property values. Attached is an article with citations to numerous studies on the topic. Additional studies on the topic can be found at the following links:

http://www.jchs.harvard.edu/sites/jchs.harvard.edu/files/rr07-14_obrinsky_stein.pdf

https://smartech.gatech.edu/bitstream/handle/1853/10496/matthews_john_w_200605_phd.pdf

**PLANNING & ZONING
RECOMMENDATION:**

The Planning & Zoning Commission recommended approval of the amendment to Parcel 3 of the Orchard View Planned Unit Development as proposed by Norwalk Land Co. LLC. The recommendation passed unanimously 6-0 with Chair Chad Ross absent from the meeting.

ATTACHMENTS:

Attachment "A" – Orchard View PUD Parcel 3 Norwalk Orchard View Townhomes Master Plan
Attachment "B" – Norwalk Orchard View Townhomes Vicinity Map
Attachment "C" – Housing Value Article

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER PLAN AND RULES, REGULATION, AND GUIDELINES FOR THE ORCHARD VIEW PLANNED UNIT DEVELOPMENT AS CONTAINED IN ORDINANCE NO. 12-09

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

SECTION 1. **PURPOSE.** The purpose of this ordinance is to amend the master plan and rules, regulation, and guidelines for Orchard View Planned Unit Development as contained in Ordinance No. 12-09.

SECTION 2. **AMENDMENT.** The Orchard View Planned Unit Development is hereby amended with the attached Master Plan (Attachment A), additional language (highlighted), and deleted language (red strike-through):

SPECIFIC INFORMATION NOT IN TABLES

PARCEL 3. This Parcel may be no greater than 10 acres MIL. Proposed multi -family structures along all the perimeters shall be no taller than two (2) stories. A 30' landscape buffer shall be provided in addition to the required setback on any portion bordering single family residential zoning. ~~In addition, the development of this parcel may only include owner occupied units.~~ It is the intent that the parcel will be developed as an owner-occupied community. All units will initially be marketed individually for-sale.

SECTION 3. **SEVERABILITY CLAUSE.** In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. **EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Norwalk, Iowa on the _____ day of _____, 2016.

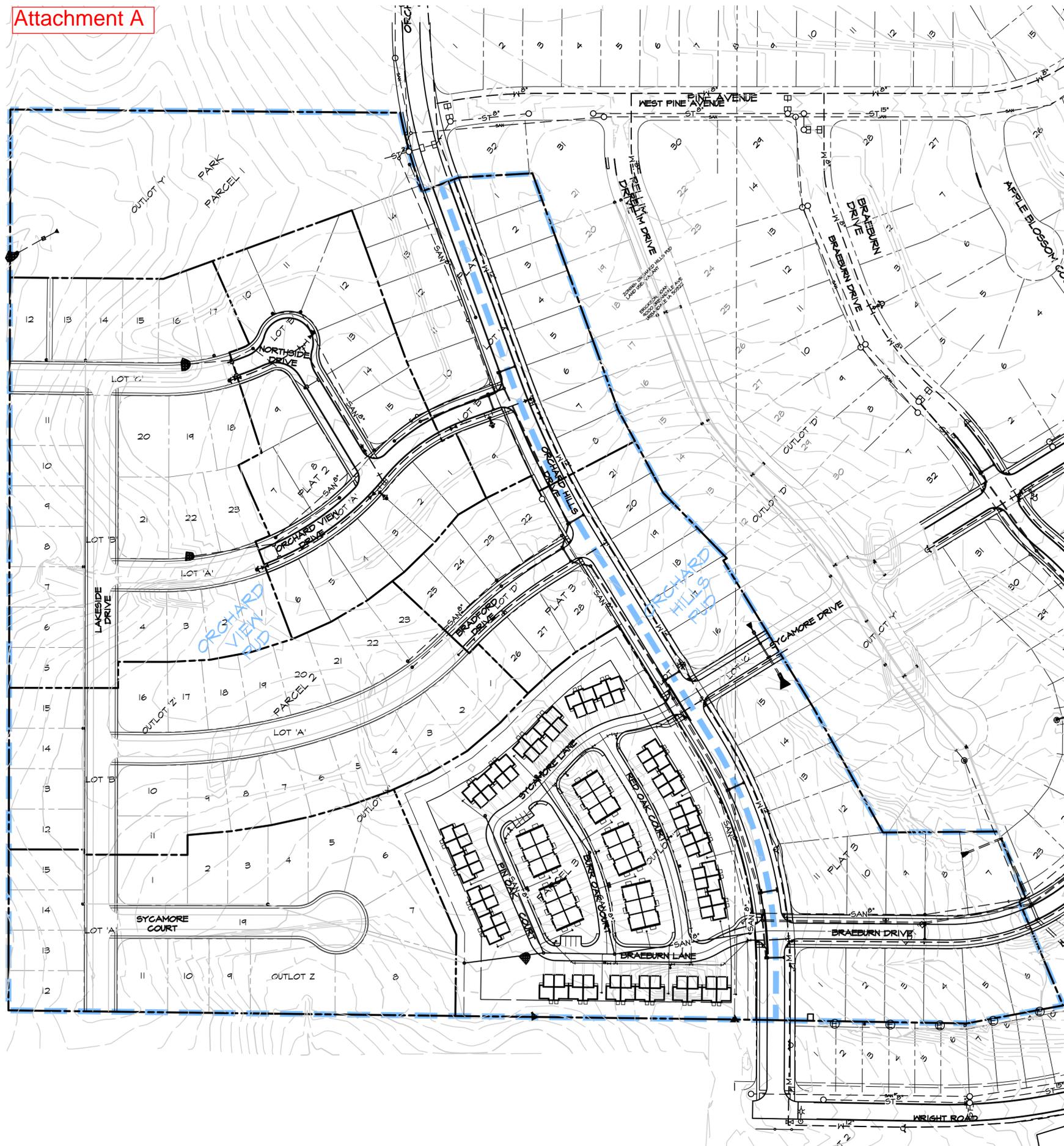
Tom Phillips, Mayor

ATTEST:

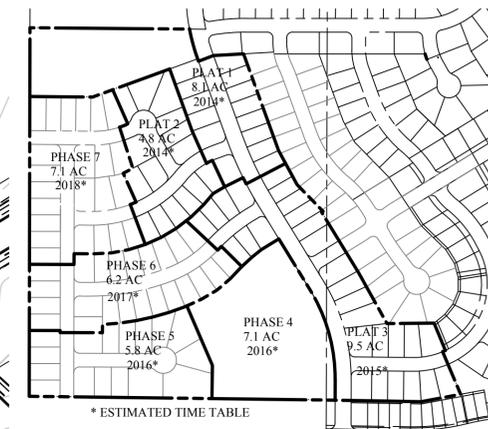
Jodi Eddleman, Deputy City Clerk

PREPARED BY: Luke Parris, City Planner

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



VICINITY MAP
NOT TO SCALE



* ESTIMATED TIME TABLE

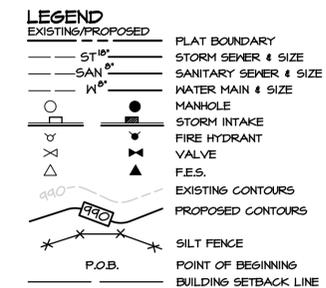
PHASE MAP
SCALE 1" = 400'

LAND USE AND DENSITY SCHEDULE FOR ORCHARD VIEW PUD				
PARCEL #	LAND USE/ZONING	AREA/ACRES CURRENT/PROPOSED	# UNITS CURRENT/PROPOSED	DENSITY DU/ACRE CURRENT/PROPOSED
PARCEL 1	NEIGHBORHOOD PARK/OPEN SPACE	4.09	-	-
PARCEL 2	SFR R-1 (60)	28 ACRES/27.79	NO GREATER THAN 112/89	4/3.2
PARCEL 3	MEDIUM DENSITY MULTI FAMILY RESIDENTIAL	NO GREATER THAN 107/1.07 ACRES M/L	NO GREATER THAN 80/74	8/10.5

PER PUD SECTION 4, GENERAL CONDITIONS, NOTE #5:
THE DENSITIES CONTEMPLATED FOR THE VARIOUS PARCELS ARE ALLOWED TO BE TRANSFERRED WITHIN THE DEVELOPMENT. TRANSITIONING AND BUFFERING OF LAND USES AND DENSITIES SHALL BE ADDRESSED AS PART OF ANY REQUEST TO PERMIT THE TRANSFER IF ALLOWED DENSITIES BETWEEN PARCELS. ANY TRANSFER OF DENSITY SHALL REQUIRE ONLY STAFF APPROVAL UNLESS THE DENSITY FOR THE ENTIRE PUD INCREASES OR THERE IS A CHANGE OF LAND USE WHICH SHALL THEN REQUIRE AN AMENDMENT TO THIS ORDINANCE AND THE MASTER PLAN FOR THE PUD, PURSUANT TO SUBSECTION 71.10.10.7 OF THE MUNICIPAL CODE.

BENCHMARKS

- R.R. SPIKE IN POWER POLE 48 FEET SOUTH OF CENTERLINE OF NORTH AVENUE AND 115 FEET EAST OF CENTERLINE OF ASPEN DRIVE. ELEVATION-----424.45
- BRASS PLUS IN HEADWALL OF REINFORCED BOX CULVERT AT NORTHWEST CORNER OF INTERSECTION OF IOWA HIGHWAY 28 AND ELM AVENUE. ELEVATION-----874.90
- BURY BOLT ON HYDRANT, AT NORTHEAST CORNER OF INTERSECTION OF ASPEN DRIVE AND ELM AVENUE. ELEVATION-----424.44
- CUT 'X' INTERSECTION SYCAMORE DRIVE AND ELM AVENUE. ELEVATION-----434.71



DEVELOPER:
NORWALK LAND CO. L.L.C.
475 ALICE'S ROAD
WAUKEE, IOWA 50263

PROPERTY OWNERS:
NORWALK LAND CO. L.L.C.
475 ALICE'S ROAD
WAUKEE, IOWA 50263

LEGAL DESCRIPTION:
THE NE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP T1 NORTH, RANGE 25 WEST OF THE 5th P.M.; EXCEPT THOSE PORTIONS PLATTED AS ORCHARD HILLS PLAT 1, ORCHARD HILLS PLAT 3, ORCHARD HILLS PLAT 4, ORCHARD TRAIL PLAT 1, AND EXCEPT PARCEL 'F' RECORDED IN IRREGULAR PLAT BOOK 12, PAGE 6 OF TT-25, CITY OF NORWALK, WARREN COUNTY, IOWA.

AND
THE SE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP T1 NORTH, RANGE 25 WEST OF THE 5th P.M.; EXCEPT THOSE PORTIONS PLATTED AS ORCHARD TRAIL PLAT 1 AND EXCEPT ORCHARD PARK.

AND
THE SW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP T1 NORTH, RANGE 25 WEST OF THE 5th P.M.; EXCEPT THOSE PORTIONS PLATTED AS ORCHARD TRAIL PLAT 1, ORCHARD TRAIL PLAT 2, ORCHARD HILLS PLAT 2, ORCHARD HILLS PLAT 4, ORCHARD PARK AND EXCEPT ORCHARD RIDGE PLAT 6.

AND
PARCEL 'A' OF OUTLOT 'D' IN ORCHARD TRAIL PLAT 1.

SAID PROPERTY CONTAINS 42.1157 ACRES MORE OR LESS.

ZONING:
ORCHARD HILLS P.U.D. - EAST OF ORCHARD HILLS DRIVE
ORCHARD VIEW P.U.D. - WEST OF ORCHARD HILLS DRIVE

NOTES:
1. CORNER LOTS ON ORCHARD HILLS DRIVE SHALL HAVE THEIR DRIVEWAY ACCESS TO THE SIDE STREET AND NOT CONNECT TO ORCHARD HILLS DRIVE.

SETBACKS: (LOTS EAST OF ORCHARD HILLS DRIVE)
FRONT YARD - 25'
REAR YARD - 30'
SIDE YARD - 12' TOTAL (5' MIN.)

SETBACKS: (LOTS WEST OF ORCHARD HILLS DRIVE)
FRONT YARD - 30'
REAR YARD - 35'
SIDE YARD - 12' TOTAL (5' MIN.)

UTILITIES:
CITY OF NORWALK WATER WORKS
CITY OF NORWALK SANITARY SEWER SYSTEM
CITY OF NORWALK STORM SEWER SYSTEM

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



DATE:	REVISIONS	COMMENTS
12-04-2015	1	04/26/2016
	2	06/28/2016
	3	
	4	
	5	MMH
	6	MMH

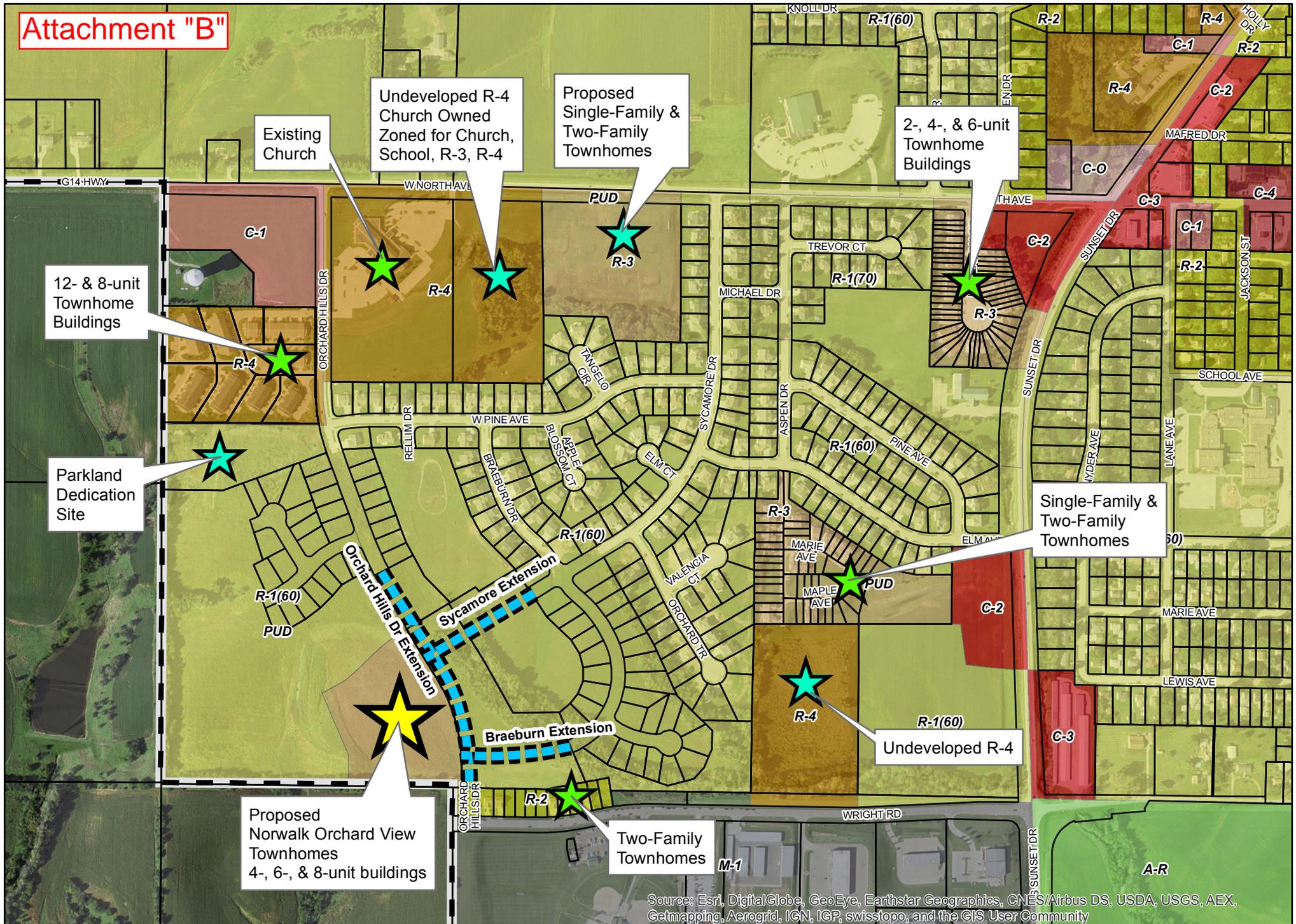
NORWALK ORCHARD VIEW
NORWALK, IA
NEIGHBORHOOD SKETCH PLAN

SHEET
OF 1



Q:\E-FILES\2000\7442_CED\Drawings\Submittals\Neighborhood Sketch Plan.dwg, 6/27/2016 4:43:52 PM, cecinc.com, 1:1

Attachment "B"



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



Norwalk Orchard View Townhomes Location





No, Large Apartment Buildings Won't Devalue Your Home

by [Alex Cecchini](#) on [February 7, 2016](#) in [Development](#), [Economics](#), [Housing](#)

In America, nothing can be said to be certain, except death, taxes, and apartments killing neighboring property values. Especially [big ones](#) that block sun and bring noise and traffic and transients who park on your street full of single family homes.

We've known this truth for almost a century now. The United States Supreme Court's opinion in [Village of Euclid v. Ambler Realty](#) in 1926, a case regarding the legality of zoning, went out of its way to call out the effect apartments have on single family areas:

“ With particular reference to apartment houses, it is pointed out that the development of detached house sections is greatly retarded by the coming of apartment houses, which has sometimes resulted in destroying the entire section for private house purposes; that, in such sections, **very often the apartment house is a mere parasite, constructed in order to take advantage of the open spaces and attractive surroundings created by the residential character of the district.** Moreover, the coming of one apartment house is followed by others, interfering by their height and bulk with the free circulation of air and monopolizing the rays of the sun which otherwise would fall upon the smaller homes, and bringing, as their necessary accompaniments, the disturbing noises incident to increased traffic and business, and the occupation, by means of moving and parked automobiles, of larger portions of the streets, thus detracting from their safety and depriving children of the privilege of quiet and open spaces for play, enjoyed by those in more favored localities — until, finally, **the residential character of the neighborhood and its desirability as a place of detached residences are utterly destroyed.** Under these circumstances, apartment houses, which in a different environment would be not only entirely unobjectionable but highly desirable, **come very near to being nuisances.** [emphasis added]



The [Edith Macefield](#) house in Seattle.

While only 68 cities across the country had a zoning ordinance by 1926 despite the 1922 [Standard Zoning Enabling Act](#), [1,246 cities adopted one by 1936](#) on the back of the SCOTUS decision. While protection from noxious industrial uses was clearly a component of support for zoning, the spread of apartments and other daily commercial uses, and the fear of resulting impacts to property values, also played a big part.

In modern America, our cities' comprehensive plans, zoning codes, and even city-adopted small area plans are scattered with language like “protect single family homes,” and muddy words like “stabilize,” “compatible,” and “character” — all with the intent of buffering or separating single family areas from more intense uses. Some examples from the Twin Cities region:

Lakeville's [Comprehensive Plan](#):

“ **General Residential Land Use and Housing Policies**

5. Protect Lakeville's single family neighborhoods from encroachment by higher intensity non-residential uses or medium and high density residential uses with adequate separation and buffering.

Minnetonka's [2030 Comprehensive Guide Plan, Land Use](#)

“ The unique character of Minnetonka's existing neighborhoods will be preserved, however, opportunities to broaden

housing choice will be sought on appropriate vacant or underdeveloped properties, compatible with adjacent development.

...

1-394 Regional Corridor

Establish and promote neighborhood stability through rational land use planning and the establishment of spacing/buffering requirements between land uses of different intensity.

Minneapolis' [Comprehensive Plan](#) (sampled text)

“ TSAs call for tools that maximize potential community development benefits of transit while also strengthening and protecting the surrounding neighborhoods.

Encourage the development of medium- to high-density housing immediately adjacent to Activity Centers to serve as a transition to surrounding residential areas.

Finally, the [Uptown Small Area Plan](#) of Minneapolis

“ The Core Activity Center and Urban Village South Sub-Area are proposed to accommodate more intense and taller development in order to protect the neighborhoods and encourage more consistent development patterns in the neighborhood transition areas and edges.

The proposed building envelope balances the need for development capacity with the need to protect low rise neighborhoods.

So pervasive and accepted is the notion that we need transitions and buffers from areas of activity to protect, enhance, and stabilize single family neighborhoods that [Form Based Codes](#), a favored tool of pro-compact growth among urbanists, almost always separate intensity in graduations away from pre-defined activity nodes:



What Does Research Tell Us?

The passages above and responses from the urbanist community are nice ways of saying what the 1926 case said. I've spent time with enough [realtors](#) over the last 8 years to know it's a decently-held belief in the real estate business as well. But what does the research tell us? I'm going to cite more than a few studies, some of which are meta analyses of other studies, with relevant findings regarding property value impacts from dense development:

1. [The Impact of Multifamily Development on Single Family Home Prices in the Greater Boston](#) (2005)
The trend in the index of the impact zone and the control area was compared in the years immediately preceding the permitting of the multifamily development and the years following completion of the development in order to determine if the multifamily development affected sales prices in the impact zone. In the four cases for which there was appropriate data, no negative effects in the impact zone were found.
2. [Effects of Mixed-Income, Multi-Family Rental Housing Developments on Single-Family Housing Values](#) (2005)
The empirical analysis for each of the seven cases indicated that the sales price indexes for the impact areas move essentially identically with the price indexes of the control areas before, during, and after the introduction of a 40B development. We find that large, dense, multi-family rental developments made possible by chapter 40B do not negatively impact the sales price of nearby single-family homes.
3. [Examining the Impact of Mixed Use/Mixed Income Housing Developments in the Richmond Region](#) (2010)
The home prices and assessments of nearby single-family homes were not adversely impacted by the presence of mixed income/mixed use developments. In fact, in many cases, the developments had a positive impact on those single-family neighborhoods.
4. [The Property Value Impacts of Public Housing Projects in Low and Moderate Density Residential Neighborhoods](#) (1984)
From both statistical analyses it is clear that properties in Portland, Oregon, gain value after the location of public housing proximate to them. ... What is clear is that the value increase is quite small.
5. [The Impact of Neighbors Who Use Section 8 Certificates on Property Values](#) (1999)
If only a few Section 8 sites were located within 500 feet, we found a strong positive impact on property values in higher-valued, real-appreciation, predominantly white census tracts. However, in low-valued or moderately valued census tracts experiencing real declines in values since 1990, Section 8 sites and units located in high densities had a substantial adverse effect on prices within 2,000 feet, with the effect attenuated past 500 feet. Focus groups with homeowners revealed that the negative impact was based on the units' imperfect correlation with badly managed and maintained properties.
6. [The Effect of Group Homes on Neighborhood Property Values](#) (2000)
We attempt to replicate several previous studies, three of which found no evidence of neighborhood property values being affected by group homes. When testing these three models with our sample, we also found no evidence of group homes affecting property values.
7. [Measuring the effects of mixed land uses on housing values](#) (2004)
We conclude from this research that housing prices increase with their proximity to—or with increasing amount of—public parks or neighborhood commercial land uses. We also find, however, that housing prices are higher in neighborhoods dominated by single-family residential land use, where non-residential land uses were evenly distributed, and where more service jobs are available. Finally, we find that housing prices tended to fall with proximity to multi-family residential units.

If you're counting at home, 5 of those 7 studies found dense development, including affordable and market-rate, had negligible or positive effects on home values. One study found negative impact, and one of the studies found mixed impacts depending on the existing values of the neighborhood public housing was added to. Heck, I even came across [this study](#) that says a landfill only reduced value for nearby properties by 3-7%. A landfill!

I'm sure there are more studies, and ones that show negative impacts from dense development. For the record, I went into the search in good faith and surfed pages upon pages of results on [Google Scholar](#), with variations of the words "apartments," "home values," "negative impact," "dense development," in my searches.

Conclusions

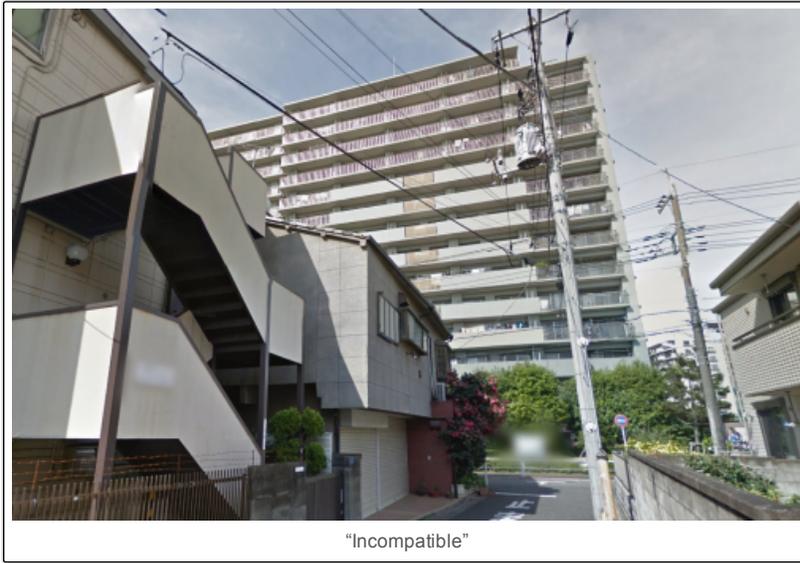
Look, I'm not saying putting a 10-story safe house shading of someone's beautiful sun room won't diminish its value. In fact, that Portland study went on to say:

“Gains in value, are, in fact, registered, but not equally among all nearby properties. Two separate functions can be seen to pertain: a disamenity function which is most intense at the site of public housing, and a neighborhood amenity constant which is added to all nearby properties.

It's probably true that the properties immediately abutting a six-story apartment lose value most of the time, even if new residents or the new building itself brings an amenity to the neighborhood and raises aggregate values. Zoning and small area plans as we've conceived them are basically a [prisoner's dilemma](#) response to this reality.

But homeowners forget how complicated and varied a purchase decision is. Whether a 6-story building is blocking views,

diminishing privacy, etc are but small deciding factors to be weighed against things like a home's size, finish quality, yard, garage size, proximity to jobs/shopping/natural amenities/transit, and on. It's why people are willing to pay \$3,000 a month to rent out tiny apartments with no view in Manhattan or San Francisco, or why someone would pay \$300,000 for a 1,400 square foot home in South Minneapolis when one double the size could be bought for half the price in Elko.



So my question to everyone is: what are these transition zones and buffers protecting? What are the actual social goods to concentrating development in small pods or thin corridors that represent a tiny fraction of the city's overall land rather than being more flexible? Should we let people in apartments live on the quiet side-streets single family dwellers desire even if the scale isn't "compatible" with its neighbor? What do compatible and stabilize even mean? Just because we have the legal power to zone our city this way doesn't mean we *should*. Especially when underlying concept supporting this separation may not even be true in the first place.

Streets.mn is a non-profit and is volunteer run. We rely on your support to keep the servers running. If you value what you read, please consider becoming a member.

Share this:

[✉ Email](#)
[f Facebook 47](#)
[t Twitter](#)
[e Reddit](#)
[t Tumblr](#)

Related

[When Single-Family Housing Becomes Luxury Housing](#)
 April 26, 2016
 In "Development"

[TV's "Real Renters of Minneapolis" to Debut in 2016](#)
 April 1, 2015
 In "Humor"

[City Council and NIMBYs Adopt Scorched Earth Policy to "Save Dinkytown"](#)
 July 31, 2013
 In "Neighborhoods"



About Alex Cecchini

Alex is a mechanical engineer by background currently working with the State of Minnesota developing energy efficiency programs for public buildings. He lives with his wife, young son, and two poorly behaved dogs just south of Uptown (Minneapolis). tweets found here: @alexcecchini and occasional personal blog posts at fremontavenueexperience.wordpress.com

[View all posts by Alex Cecchini →](#)

featured

< [Sunday Summary – February 7, 2016](#)

[Piercing Butler >](#)



BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT

Item No. 09 and 10
For Meeting of 07.21.16

- REQUEST:** Public hearing and consideration of a request from Hubbell Realty Co. to amend the Parcel 10 of the Legacy PUD to designate the site for an assisted living facility.
- MEETING DATE:** July 21, 2016
- STAFF CONTACT:** Luke Parris, AICP
City Planner
- APPLICANT(S):** Hubbell Realty Co.
6900 Westown Parkway
West Des Moines, Iowa 50266
- LOCATION:** South of Beardsley Street and west of the Cedar Street connection to Beardsley Street that is currently under construction.
- CURRENT USE:** The site is currently vacant development ground.
- PROPOSED USE:** Adopt a master plan that shows the location of an assisted living facility within Parcel 10 of the Legacy PUD. The PUD requires that the developer amend the PUD to lock in the use of the site. The master plan describes land use, parking requirements, setbacks, buffers, and open space requirements for the site.
- ZONING HISTORY:** The site is located in Parcel 10 of the Legacy PUD. Parcel 10 currently allows assisted living facilities. The PUD requires that prior to any development; the developer shall submit an amendment to the PUD that designates the specific permitted land use and rules, regulations, and guidelines for the development site.
- LAND USE PLAN:** The future land use plan identifies the area as High Density Residential.
- SURROUNDING LAND USE PLAN AND ZONING:** Surrounding land use for the area is:
- East – planned mixed use commercial in the Legacy PUD.
 - West – existing single-family homes in the Legacy Pointe development
 - South – existing apartment complex
 - North – existing single-family homes in the Lakewood neighborhood

Surrounding zoning for the area is:

- East – Parcel 10 of the Legacy PUD – mixed use commercial.
- West – R-3 dense single-family
- South – R-4
- North – R-1(60)

FLOOD INFORMATION: The proposed development is not located in a floodplain.

MAJOR STREET PLAN/TRAFFIC: The request to amend the Legacy PUD does not have an impact on the street network or the traffic in the area. The City is currently working on the extension of Cedar Street north to Beardsley Street. This connection will change traffic patterns and likely cause additional traffic on Beardsley Street.

DEVELOPMENT SECTOR ANALYSIS: The site is located at the southwest corner of the proposed intersection of Cedar Street and Beardsley Street. Undeveloped ground to the east is also in Parcel 10 of the Legacy PUD and will require additional PUD amendments to develop. The area is designated as a mix of commercial uses.

STAFF ANALYSIS: Following the approval of the Legacy Landing apartment complex, directly south of this proposed site, the City passed an amendment to Parcel 10 of the Legacy PUD that restricted any future high density residential to only senior living type concepts. The proposal for this site is an assisted living center that meets the intent of Parcel 10. The development of an assisted living facility at this location can provide a transition of uses from the single-family homes to the west to the likely commercial development to the east. Additionally, in many recent City meetings, staff has heard of the desire for additional senior living options in Norwalk. This proposal provides a new facility in Norwalk to help meet the needs of an aging population.

ATTACHMENTS: Attachment "A" – Legacy Parcel 10 PUD Amendment Master Plan for Assisted Living Facility
Attachment "B" – Building Elevations
Attachment "C" – Vicinity Map

____Resolution <u> X </u> Ordinance ____ Contract ____Other (Specify)_____
Funding Source: _____ NA _____
APPROVED FOR SUBMITTAL: Jean Furler Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER PLAN AND RULES, REGULATION, AND GUIDELINES FOR THE LEGACY PLANNED UNIT DEVELOPMENT AS CONTAINED IN ORDINANCE NO. 01-01

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

SECTION 1. **PURPOSE.** The purpose of this ordinance is to amend the master plan and rules, regulation, and guidelines for Legacy Planned Unit Development as contained in Ordinance No. 01-01.

SECTION 2. **AMENDMENT.** The Legacy Planned Unit Development is hereby amended with the attached Master Plan (Attachment A) for an Assisted Living Facility in Parcel 10.

SECTION 3. **SEVERABILITY CLAUSE.** In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. **EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Norwalk, Iowa on the ____ day of _____, 2016.

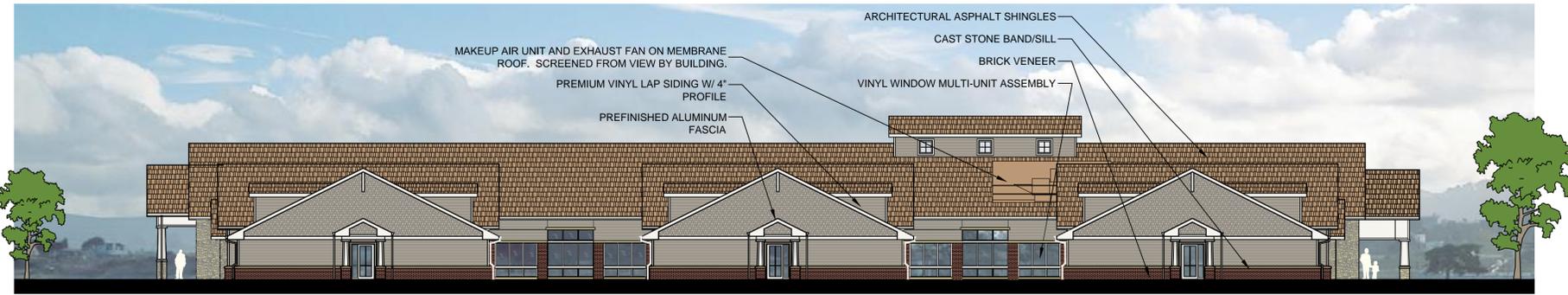
Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, Deputy City Clerk

PREPARED BY: Luke Parris, City Planner

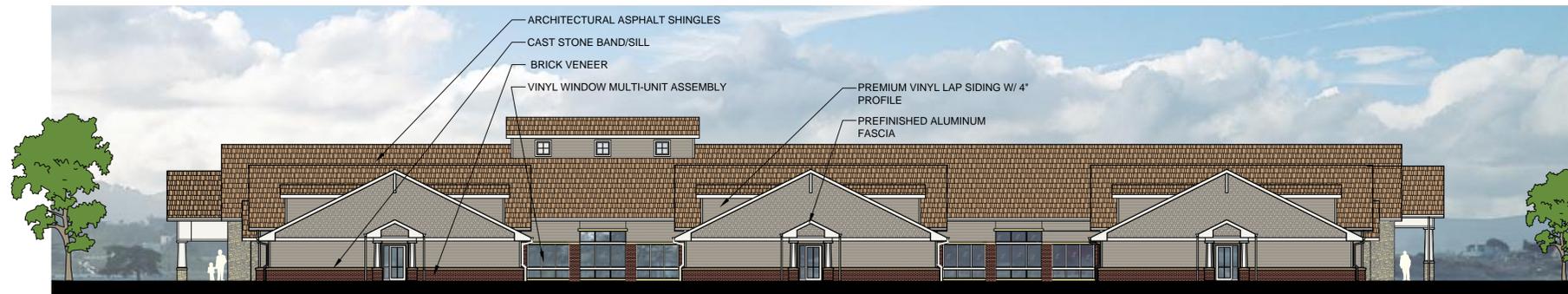
<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>
Isley	___	___
Kuhl	___	___
Lester	___	___
Livingston	___	___
Riva	___	___



NORTH ELEVATION
1/16" = 1'-0"



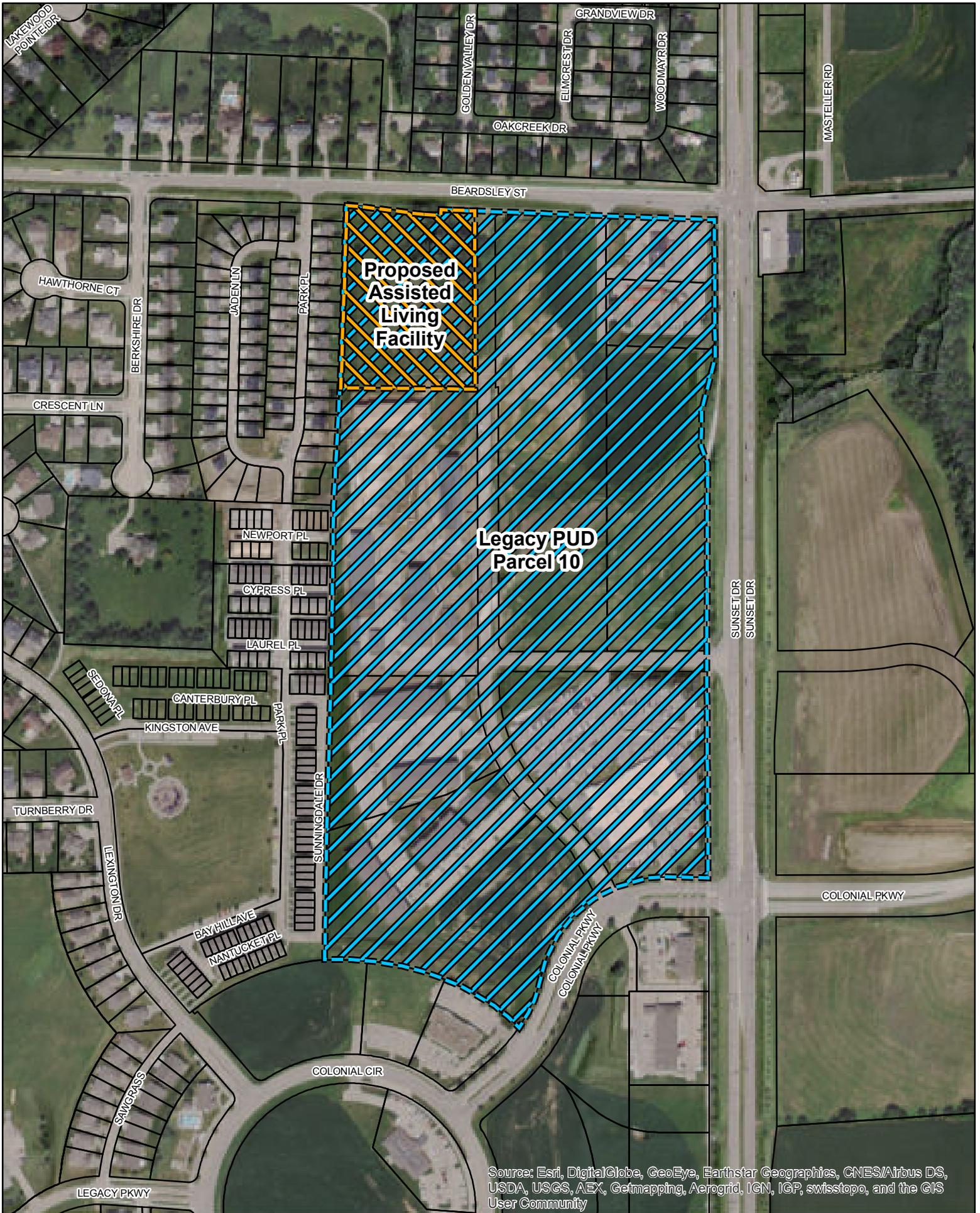
EAST ELEVATION
1/16" = 1'-0"



SOUTH ELEVATION
1/16" = 1'-0"



WEST ELEVATION
1/16" = 1'-0"



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



Legacy PUD Amendment Location





**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 11

For Meeting of 07.21.16

ITEM TITLE: Consideration of a Resolution Adopting Plans and Specifications for the Gateway Sign Project.

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: Having previously adopted a resolution ordering construction, approving preliminary plans, and fixing a date for hearing for improvements known as the Gateway Sign Project, the project designer have prepared plans and specifications, and estimated cost of the work, and have filed the same with the City Clerk. This resolution then adopts same.

The plans and specifications are available for inspection at City Hall & Public Works.

<p><input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract __ Other (Specify) _____</p> <p>Funding Source: <u>To be determined</u></p> <p>APPROVED FOR SUBMITTAL _____ Jean Furler, Interim City Manager</p>

STAFF RECOMMENDATION: Approval of the resolution.

RESOLUTION NO. _____

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE GATEWAY SIGN PROJECT

WHEREAS, on the 16TH day of June, plans, specifications, form of contract, and estimate of costs were filed with the Clerk for the construction of certain public improvements described as the GATEWAY SIGN PROJECT; more specifically described as:

Approximately: Including all labor, materials, and equipment necessary to construct gateway monument concrete and masonry structure with internally illuminated sign panel and artistic metal arches, the installation of necessary electrical service from existing transformer to the structure site, surface restoration, mobilization, traffic control and miscellaneous associated work including cleanup.

WHEREAS, specifications, form of contract and estimate of costs for said public improvements are on file with the City Clerk and Project Engineer.

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

Section 1. That the said plans, specifications, form of contract and estimate of costs are hereby adopted as the plans, specifications, form of contract and estimate of costs for said public improvements, as described in general as the GATEWAY SIGN PROJECT and more specifically described above.

PASSED and ADOPTED this 21ST day of July, 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.12

For Meeting of 07.21.16

ITEM TITLE: Consideration of a Resolution Awarding Contract for the Norwalk Gateway Sign Project.

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

SUMMARY EXPLANATION: RDG Planning & Design is the City’s architect for the project known as the Norwalk Gateway Sign. The budget estimate for this project is \$175,000.00. Proposals were received on July 8, 2016 at 10:00 a.m. at the Norwalk City Hall. There were 2 bids received. The bids consisted of a base bid and an alternate for the arches which was a deduct from the base bid.

Lansink Construction	Base Bid:	\$185,000.00	(Includes arches)
	Alternate:	<u>-\$ 20,000.00</u>	
		\$165,000.00	(Without arches)
Minturn, Inc.	Base Bid:	\$217,000.00	(Includes arches)
	Alternate:	<u>-\$ 65,000.00</u>	
		\$152,000.00	(Without arches)

RDG recommends that the City of Norwalk accept the bid from Minturn, Inc., with a base bid of \$217,000.00 less the accepted alternate #1 of \$65,000.00 for a total of \$152,000.000. With this recommendation, RDG further recommends that the city of Norwalk look for funds to direct purchase the arches at a later date. RDG will assist with this pursuit, if the city so choses, at no additional cost or consulting fees above what is already under contract.

The project consists of all labor, materials and equipment necessary to construct concrete and masonry sign with internally illuminated sign panel and artistic metal arches. Install necessary electrical service extension (approximately 160 LF) from existing transformer located southeast of the project location. Include surface restoration, mobilization, traffic control and miscellaneous associated work including cleanup.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____
Funding Source: <u>Connection Fee District Revenue Bonds, Revenue Bonds</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 MAKING AWARD OF THE
CONSTRUCTION CONTRACT FOR
THE GATEWAY SIGN PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as GATEWAY SIGN PROJECT:

Contractor: Mintum, Inc.

Amount of Bid: \$152,000.00 (without arches)

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

PASSED and ADOPTED this 21ST day of July, 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. 13
For Meeting of 07.21.2016

ITEM TITLE: Resolution for Consideration Accepting Public Infrastructure for Old School Plat 2

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: The Old School Plat 2 contains 10 lots that are located on the north side of Pine Ave. between Main Street and Center Street. This site occupies the southern half of the block that once was the site of the original high school. The developer's engineer, Cooper Crawford & Associates, L.L.C. have submitted documentation that the improvements have been installed in accordance with the plans and specifications. A site inspection performed on July 14, 2016 found all items completed. The contractor has provided the necessary bonds. With the acceptance of these improvements the 4 year maintenance bonds will start. The developer, Savanna Homes, is now requesting the City accept the following improvements:

SANITARY SEWER

- 436' of 8" sanitary sewer main
- 3 manholes

STORM SEWER

- 471' of 8" foundation drain
- 3 cleanouts

<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
OLD SCHOOL PLAT 2**

WHEREAS, the owner/developer Savanna Homes contracted with Cooper Crawford & Associates, L.L.C. to prepare construction plans and specifications for Orchard View Plat 3; and,

WHEREAS, Cooper Crawford & Associates, L.L.C. is responsible for overseeing all the infrastructure improvements including the installation sanitary sewer, and storm water; and,

WHEREAS, Cooper Crawford & Associates, L.L.C. has submitted a letter stating that the work of constructing the sanitary sewer and storm water have been completed and substantially complies with the terms, conditions, and stipulations of the plans and specifications; and,

WHEREAS, Savanna Homes desires to dedicate the sanitary sewer and storm water 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 21st day of July, 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. 14
For Meeting of 07.21.2016

REQUEST:	Review of the Final Plat of <i>Old School Plat 2</i>	
STAFF CONTACT:	Luke Parris, AICP City Planner	
APPLICANT(S):	Savannah Homes 800 S. 50 th Street, Suite 101 West Des Moines, IA 50265	Cooper Crawford & Associates 475 S. 50 th Street, Suite 800 West Des Moines, IA 50265
GENERAL DESCRIPTION:	This request would create 10 single family lots in the Old School subdivision.	
IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact on the area. The proposed single-family lots will match with the use of the surrounding neighborhood.	
VEHICULAR & PEDESTRIAN TRAFFIC:	No new street infrastructure was planned for this site. The addition of 10 new lots to the neighborhood should not have a significant impact on traffic in the area.	
TRAIL PLAN:	Standard 5' city sidewalks are provided at the front of the lots.	
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area was rezoned to R-1(60) in 2015. Land to the south, west, and east is zoned R-1 while lots to the north are zoned R-2, though each lot is currently a single-family home.	
BULK REGULATIONS:	Front Setback: 30' Side Setback: Minimum 7' on one side, total of 15' Rear Setback: 35'	
DRAINAGE:	The existing storm sewer system in the area is sized adequately to handle drainage from the lots. The previous use of the site for school purposes likely had greater impervious surface area.	
DEVELOPMENT HISTORY:	This area was the former location of the City's school administration building and a former school prior to that.	

FLOODPLAIN:	None of the proposed lots are located within a floodplain.
PARKLAND:	No public parkland is dedicated on site. Parkland dedication for the area needs to be satisfied via donation of ground outside of the development, improvements to existing parks, or a fee in lieu of parkland. The development would require 0.17 acres of parkland for the 10 lots. The site does provide a 0.77 acre private park. This private park reduces the parkland requirement by 25% down to 0.1275 acres. The City has determined that the fair market value of 0.1275 acres of parkland is \$1,848.75. The dedication requirement will need to be satisfied prior to release of the plat for recording.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER.	Adequate easements are provided for the appropriate City services and utilities.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates the area in question as Medium Density Residential.
STAFF ANALYSIS – ZONING ORDINANCE:	<p>The Final Plat consists of 10 single family lots, containing approximately 2.688 acres of ground.</p> <p>The plat does not have streets to be dedicated to the City. A sanitary sewer line along Pine Avenue will be the only dedicated infrastructure to the City.</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:	<p>The Planning & Zoning Commission recommends that the request for the Final Plat of Old School Plat 2 be approved with the following conditions:</p> <ul style="list-style-type: none"> • 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 _____ Jean Furler _____ Interim City Manager

RESOLUTION NO. ____

A RESOLUTION APPROVING THE OLD SCHOOL PLAT 2 – FINAL PLAT

WHEREAS, the Planning & Zoning Commission reviewed this request at their regular meeting on July 11, 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 Old School Plat 2 as described and shown in Attachment "A" attached hereto and made a part thereof by reference.

PASSED AND APPROVED this 21th day of July, 2016.

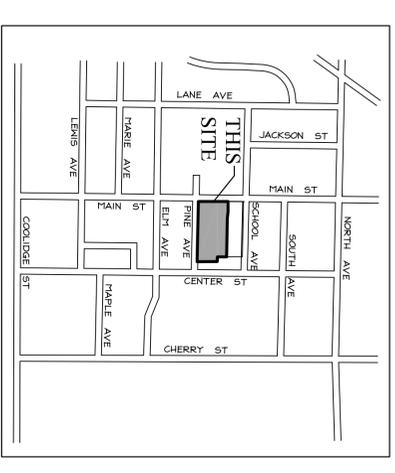
Tom Phillips - Mayor

ATTEST:

JODI EDDLEMAN, CITY CLERK

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

FINAL PLAT OLD SCHOOL PLAT 2



VICINITY SKETCH

NORTH
SCALE: 1"=200'

OWNER/APPLICANT

SAVANNAH LOTES
800 SOUTH STREET, SUITE 101
WEST DES MOINES, IA 50265
(515) 221-2333

ZONING

EXISTING: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
BULK REGULATIONS
MIN. LOT AREA-7,500 S.F.
MIN. LOT WIDTH-60'

SETBACKS
FRONT-30'
REAR-35'
SIDE-7' MIN. (15' TOTAL)

LEGAL DESCRIPTION

OUTLOT '2', OLD SCHOOL PLAT 1, AN OFFICIAL PLAT, CITY OF
NORMAL, WARREN COUNTY, IOWA, CONTAINING 2.688 ACRES
MORE OR LESS.

LEGEND

- ▲ PLAT BOUNDARY
- FOUND CORNER, AS NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL

CERTIFICATION

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



KEVEN J. CRAWFORD, P.L.S. IOWA LICENSE NO. 13156
MY LICENSE RENEWS DATE 15 DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL.
THIS SEAL IS VALID ONLY

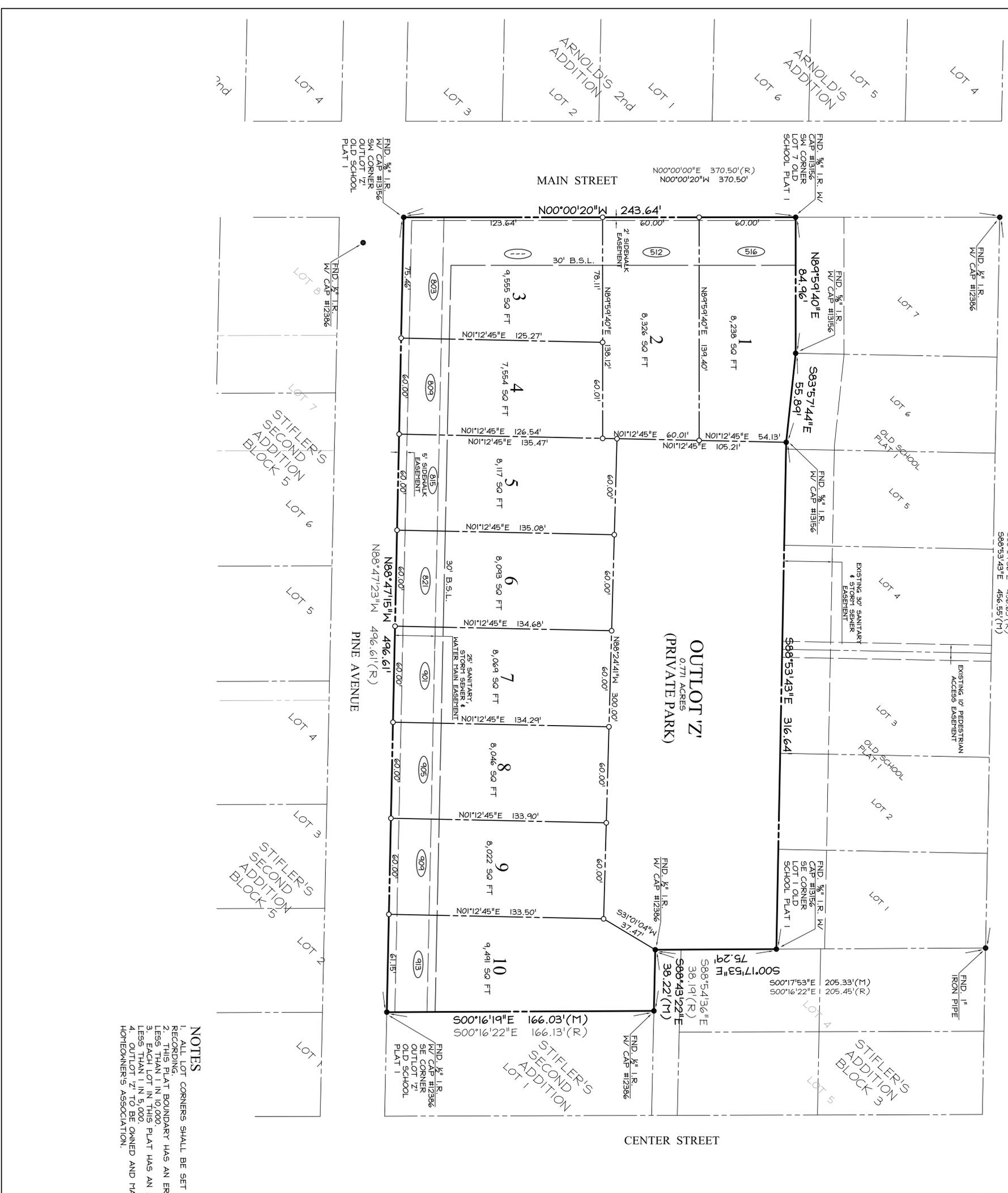
COOPER CRAWFORD & ASSOCIATES, L.L.C. CIVIL ENGINEERS

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

DATE: 6-5-2016
JOB NUMBER
REVISONS: 7-6-2016

SCALE: 1"=30'
APPROVED: [Signature] AS-BUILT: [Signature]
INITIALED: [Signature]

FINAL PLAT SHEET 1 OF 1
JOB NUMBER
1837



- ### NOTES
1. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
 2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1/16" IN 10,000' PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1/16" IN 5,000'
 3. OUTLOT '2' TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10

ARNOLD'S ADDITION
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6

STIFLER'S SECOND ADDITION BLOCK 5
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6

OLD SCHOOL PLAT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6

EXISTING 10' PEDESTRIAN ACCESS EASEMENT

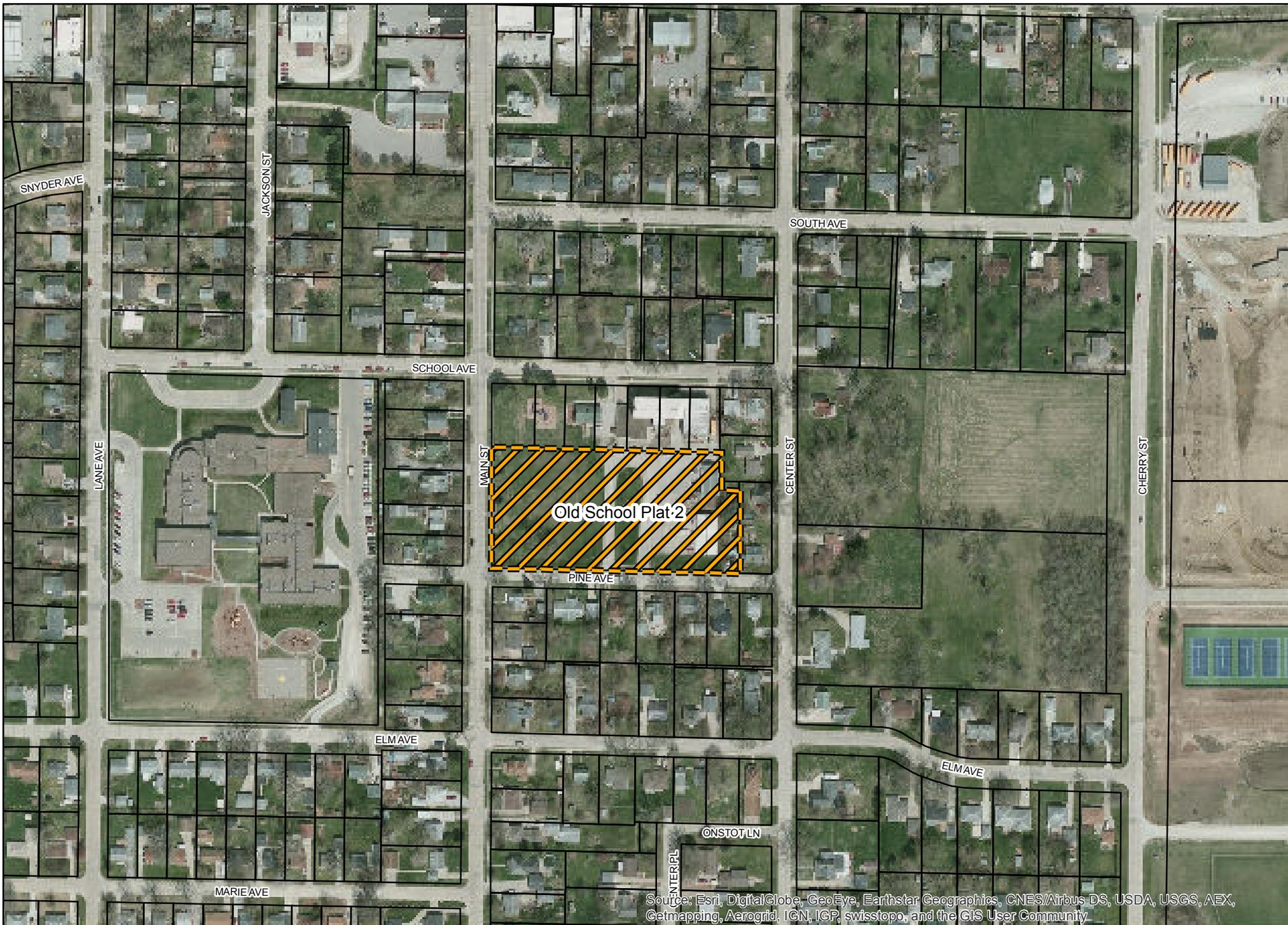
EXISTING 30' SANITARY & STORM SEWER EASEMENT

EXISTING 25' SANITARY, STORM SEWER & WATER MAIN EASEMENT

EXISTING 30' SANITARY & STORM SEWER EASEMENT

EXISTING 30' SANITARY & STORM SEWER EASEMENT

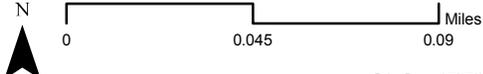
EXISTING 30' SANITARY & STORM SEWER EASEMENT



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



Old School Plat 2 Vicinity Map





**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No.15

For Meeting of 07.21.16

ITEM TITLE: Consideration of a Resolution Approving an Amendment to the Agreement for Professional Engineering Services for the Regional Stormwater Detention and Greenbelt Development.

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION: The Amendment to Agreement is to provide compensation for the additional design services and to provide engineering services during construction of the project. The original scope of services for the project anticipated a project construction cost of approximately \$1,000,000.00. After a year and a half and multiple design changes the project has grown to an estimated cost of \$2,500,000.00. The Amendment to Agreement provides for additional compensation in recognition of the additional design services necessary to complete the project. The total requested compensation is \$256,900.00. A copy of the Amendment is attached.

<p><input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify)_____</p> <p>Funding Source: <u>Connection Fee District Revenue Bonds, Revenue Bonds</u></p> <p>APPROVED FOR SUBMITTAL _____</p>
--

STAFF RECOMMENDATION: Consideration of the resolution.

RESOLUTION NO. _____

RESOLUTION AMENDING THE ORIGINAL PROFESSIONAL ENGINEERING AGREEMENT FOR THE PROJECT NOW KNOWN AS THE BEARDSLEY REGIONAL STORM WATER DETENTION FACILITY

WHEREAS, the City of Norwalk entered into a Professional Engineering Agreement with Veenstra & Kimm Inc. for the purpose of design of a regional stormwater detention facility; and,

WHEREAS, as the project evolved over time due to changes to meet the constraints of the area designated for the detention pond as well as the need to utilize several structures and erosion control devices; and,

WHEREAS, Veenstra & Kimm Inc. now presents an Amendment to Agreement that includes compensation for the additional design services already incurred over the original agreement, additional design services to complete the project though the bid letting and contract award, services including preconstruction conference; general services during the construction process, and final review; resident review and construction staking.

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

PASSED and ADOPTED this 21ST day of July, 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	___	___	___



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

July 12, 2016

Tim Hoskins
Public Works Director
City of Norwalk
705 North Avenue
Norwalk, Iowa 50211

NORWALK, IOWA
REGIONAL STORMWATER DETENTION AND GREENBELT DEVELOPMENT
AMENDMENT TO AGREEMENT

Enclosed are two copies of an Amendment to Agreement for professional engineering services for the Regional Stormwater Detention and Greenbelt Development (now referred to as "Beardsley Regional Stormwater Detention Facility") project. The Amendment to Agreement is to provide compensation for the additional design services for the project, and to provide additional engineering services during construction of the project.

The Amendment to Agreement provides compensation for additional design services enumerated under "**1. SCOPE OF PROJECT**", paragraphs d. through p. The Amendment to Agreement also includes compensation for additional construction services including general services during construction, resident review and construction staking for the project.

The original scope of services for the project anticipated a project construction cost of approximately \$900,000 to \$1,000,000. After approximately 18 months of design development including numerous changes and additions to the project, the final estimated construction cost for the project was approximately \$2,500,000. The requested Amendment to Agreement provides for additional compensation in recognition of the additional design services necessary to complete the project. The overall compensation for engineering services for the project at approximately 16% (including the Amendment to Agreement) would be considered typical based on the final project scope and size (typically design is in the range of 16-18%). Many of the changes during the course of design also impacted many of the original design elements requiring re-design and revised modelling to complete the project. As a result, the actual design expenses for the project significantly exceed the requested design compensation for the project.

If the Amendment to Agreement is satisfactory, please arrange for execution of both copies of the document and return one signed copy to this office. If you have any questions regarding this Amendment to Agreement, please contact us at 225-8000. We look forward to continuing to provide services for this project.

VEENSTRA & KIMM, INC.



Anthony J. Bellizzi, P.E.

14278

AMENDMENT TO AGREEMENT

NORWALK, IOWA
REGIONAL STORMWATER DETENTION AND GREENBELT DEVELOPMENT
PROFESSIONAL ENGINEERING SERVICES
DESIGN AND CONSTRUCTION SERVICES

THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the **CITY OF NORWALK, IOWA**, hereinafter referred to as the "Owner" or "City," party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the "Engineers",

WITNESSETH, THAT WHEREAS, in an Agreement dated November 20, 2014, the City retained the services of the Engineers to provide design and construction engineering services for a regional stormwater detention facility previously referred to as the "**Regional Stormwater Detention and Greenbelt Development**", and

WHEREAS, the Engineers completed the design of the project with said improvements now being hereinafter referred to as the "**Beardsley Regional Stormwater Detention Facility**" or "**Project**", and

WHEREAS, during the course of design, the City requested significant changes and additions to the Project, modifying the scope of services of the Engineers for the Project, and

WHEREAS, the City desires to modify the scope of the services for the Agreement in recognition of the additional engineering design services necessary to complete the design of the Project, and additional engineering construction services that will be necessary to complete the construction of the Project, and

WHEREAS, the City desires to amend the Agreement dated November 20, 2014 to add additional engineering design and construction services for the Project.

NOW, THEREFORE, it is agreed by and between the parties hereto that the Agreement dated November 20, 2014 is amended by the following additions, deletions and modifications, to wit:

1. Under "**1. SCOPE OF PROJECT**", following Paragraph "c.", add the following:

- "d. Design of approximately 400 feet of 8" sanitary sewer extending from the existing trunk sewer along the greenbelt easterly along Beardsley Street to serve developing property to the east of the new detention facility (including IDNR permit).

- e. Design of approximately 4,000 linear feet of bike trail grading including horizontal and vertical alignment integrated with the grading plan including future trail profile.
- f. Design of grading plan for future trail and pedestrian bridge crossing between detention ponds.
- g. Design of stormwater management facilities to convey stormwater from adjoining properties through bike trail grading including area intakes and storm sewers sized to convey runoff from 100 year storm event to detention facility.
- h. Incorporate improvements to drainage channel from Highway 28 into overall site grading plan including energy dissipation structures, grading plan, channel improvements and erosion protection (including IDOT right-of-way permit).
- i. Modify overall three pond design into two pond concept with new drainage channel in place of the south pond, with design to include channel protection and energy dissipation structures, revisions to the overall grading plan and bike trail grading, and revisions to storm sewers and intakes. Modifications will allow for incorporation of grading plan of adjacent property.
- j. Modify overall grading plan to incorporate private grading plan of Outlot B, Outlot Z and Lot A in Farms of Holland Plat 2 (provided by others) into overall grading plan. Modifications to grading plan will also provide site for excess excavated soils from detention area to avoid excessive soil export costs.
- k. Develop grading plan for future development of Outlot U and Outlot V in Farms of Holland Plat 2 (approximately 5.3 acres) to incorporate into overall grading plan. Grading plan for Outlots U and V will provide site for excess excavated soils from detention area to avoid excessive soil export costs.
- l. Revise stormwater modeling data based on changes made to overall site. Revise stormwater modeling to also treat area west of Highway 28 within the project watershed as a "pass through" flow through the new regional detention facility. Area west of Highway 28 will be required to have on-site detention.
- m. Prepare acquisition plat in part of Outlot U in Farms of Holland Plat 2 for future trail head parking and access.
- n. Prepare acquisition plat in part of Parcel P in Farms of Holland Plat 2 to acquire additional property necessary to construction detention facility.
- o. Prepare necessary temporary easements for construction and transition grading, and construction easements necessary to complete modified grading plans for fill areas on adjacent properties.

- p. Assist the City in acquiring necessary easements and property acquisition for project from adjoining properties."
2. Under "17. COMPENSATION", following Paragraph "f.", add the following:
- "g. The fee for additional engineering design services for the Project, as set forth in "1. SCOPE OF PROJECT, Paragraph d. through Paragraph p." encompassing the work set forth from "2. DESIGN SURVEYS" through "12. BID OPENING AND AWARD OF CONTRACT" of this Agreement, shall be the lump sum amount of One Hundred Fifty Thousand Dollars (\$150,000).
 - h. The fee for additional engineering services during construction for the Project, as set forth in "12. PRECONSTRUCTION CONFERENCE, 13. GENERAL SERVICES DURING CONSTRUCTION", and "15. FINAL REVIEW" of this Agreement, shall not exceed the sum of Thirty-Three Thousand Two Hundred Dollars (\$33,200).
 - i. The fee for additional engineering services during construction for the Project, as set forth in "14. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES" of this Agreement, shall not exceed the sum of Seventy-Three Thousand Seven Hundred Dollars (\$73,700). The fee for additional resident review services is based on a maximum of seven hundred sixty (760) hours of resident review based on standard hourly fees."

The undersigned do hereby covenant and state this Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements which have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Amendment to Agreement, nor have any of the above been implied by or for any party to this Amendment to Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF NORWALK, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 

By Deborah M. Luke



BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT

Item No. 16
For Meeting of 7/21/2016

ITEM TITLE: Consideration of the first, and possibly more readings, of a proposed ordinance amending ambulance billing fees.

CONTACT PERSON: Ryan Coburn, Fire Chief

SUMMARY EXPLANATION

As of July 1, 2016 there was an increase of allowable billing fees set forth by Wellmark. The fees have been increased to reflect these changes in the City of Norwalk Ordinance 35.16 as follows.

35.16 SERVICE FEES. The charges that shall be imposed for all applicable services provided by the Fire Department are as established in Chapter 177 of this Code of Ordinances. The Clerk and Fire Chief will have the authorization to invoice for such charges. The revenue generated by these service fees will be deposited into the City General Fund, which shall be used to purchase equipment for the Fire Department or to retire debt related to the purchase of said equipment. The City reserves the right to collect on the invoices for fire service fees in the best interest of the City as determined by the administration and will include all legal means.

CHAPTER 35 - EMS AND FIRE SERVICE FEES.

EMS Fees.

- Basic Life Support (emergency)..... \$582.00 per occurrence
Advanced Life Support 1 (emergency) \$691.00 per occurrence
Advanced Life Support 2\$1,001.00 per occurrence
Paramedic Tier Charge..... \$150.00 per occurrence
Mileage..... \$ 12.00 per loaded mile
Treat and Release \$150.00 per occurrence

Resolution ___ X ___ Ordinance ___ Contract ___ Other (Specify) ___
APPROVED FOR SUBMITTAL _____
City Manager

ORDINANCE NO

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORWALK, IOWA, CHAPTER 177, UPDATING EMS FEES

BE IT ENACTED by the City of Norwalk, Iowa:

SECTION 1. SECTION MODIFIED. Section 177.01(3) of the Code of Ordinances of the City of Norwalk, Iowa, Chapter 177, is amended to read as follows:

EMS Fees

Basic Life Support (emergency)	\$582.00 per occurrence
Advanced Life Support 1 (emergency)	\$691.00 per occurrence
Advanced Life Support 2	\$1001.00 per occurrence
Paramedic Tier Charge	\$150.00 per occurrence
Mileage	\$12.00 per loaded mile
Treat and Release	\$150.00 per occurrence

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

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

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance No. on the day of

Jodi Eddleman, City Clerk