



**City Council Regular Business Meeting Agenda**  
**Thursday, August 4<sup>th</sup>, 2016, 6:00 p.m.**  
**City Hall – 705 North Avenue**

**COUNCIL MEETINGS**

City Hall  
Council Chambers  
1<sup>st</sup> and 3<sup>rd</sup>  
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 21<sup>st</sup> regular city council meeting
6. Consent agenda –
  - a) Expenditures
  - b) Tax abatements
  - c) Liquor license renewal for Outskirtz; expires 8/31/16
  - d) Resolution approving the fiscal year 2015-2016 Street Finance Report (Road Use Tax) for the City of Norwalk.
  - e) Resolution to approve soil testing and observation services for the Beardsley Regional Storm Water Detention Phase 2 project.
  - f) Parks and Recreation Commission Appointments: Nathaniel Tagtow, Sarah Coburn and Courtney Westvold (high school representative)
7. Public hearing and consideration of a first and possibly more readings of an ordinance amending the section of the City Code Chapter 55 animal control and protection Chapter 177 rates and fees.
8. Consideration of the first and possibly more readings of a proposed ordinance amending the section of the City Code Chapter 55 animal control and protection and Chapter 177 rates and fees.
9. Consideration of the second and possibly third reading of an ordinance amending the master plan and ownership requirement of parcel 3 of the Orchard View PUD.
10. Consideration of the second and possibly third reading of an ordinance amending parcel 10 to the Legacy PUD to designate the site for an assisted living facility.
11. Consideration of a resolution accepting the public infrastructure for West Grove Villas.
12. Consideration of a resolution approving the final plat for West Grove Villas.
13. Consideration of a resolution accepting the public infrastructure for Legacy Plat 19
14. Consideration of a resolution approving the final plat for Legacy Plat 19.
15. Consideration of a resolution accepting the public infrastructure for Timberview Plat 1.
16. Consideration of a resolution approving the final plat for Timberview Plat 1.
17. Approval of engineering agreement with Waters Edge phase 2 – swimming pool.

18. Update from Tim on NCIS project.
19. Discussion regarding signage within the city.
20. Council Inquiries and staff updates.
21. Adjournment.

**UNABRIDGED MINUTES OF THE NORWALK CITY COUNCIL MEETING ON 07-21-16**  
 (Minutes to be approved at the August 4<sup>th</sup>, 2016 meeting)

Mayor Pro Tem Isley called the City Council meeting to order at 6:01 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; Tony Bellizzi, City Engineer; Wade Wagoner, Planning and Economic Development Director; Luke Parris, City Planner and Jim Dougherty, City Attorney.

Items e and f were moved off of consent and added after item 16 on the agenda.

16-135 Motion by Riva, seconded by Lester, to approve the agenda, carried unanimously by voice vote.

**Presentations:**

Tony Bellizzi of Veenstra & Kimm gave the council an update on the Beardsley Regional Detention 1 phase 2 grading and drainage project. He received confirmation that the flood plain permit from the DNR was approved; he has not heard back from the Corp of Engineers on the permit but is anticipating that permit will be approved. The temporary construction easement has not yet been received from United Properties. V & K is looking at ways to minimize the impact on the United Properties piece and is recommending shifting the northern most part of the pond westerly about 30 feet to give more room to help with the transition grading, eliminating the ditch in the area, by putting in a retaining wall in behind the bike trail and putting a drainable fill in. This will gain somewhere in the order of 8 feet and would make them well within the easements. This was presented to United Properties representatives, they preferred the 5 to 1 slope which would only affect their property by about 15 feet. Bellizzi anticipates having the change order in place for the grading plan and the retaining wall design as well as the agreement with the property owners and the temporary easement executed in the next couple of weeks.

**Welcome of Guests and Public Comment**

With no one present wishing to speak, Mayor Pro Tem Isley opened the business portion of the meeting.

**Consent** included tax abatements; approval authorizing the City Clerk to destroy records per the records retention manual; **Resolution 0721-16-077** approving the purchase of a new police vehicle; receive and file monthly department reports and expenditures.

A+ LAWN	IRRIGATION SYSTEM	763.57	JEAN FURLER	REIMBURSEMENT	100
ADAM SMITH	PARTIAL REFUND	18.55	JOHN DEERE	VEHICLE REPAIR	41.96
ADVENTURE LIGHT	LED LIGHTS	52.5	JOHNSTONE SUPPLY	AIR FILTERS	102.26
AIA CORP	FD T-SHIRTS	635.03	JOPLYN WHITEHEAD	REIMBURSEMENT	25
ALL IOWA POOL	QUICK SHOCK	283.18	KABEL BUS	HRA CHECKS	250
AMY VANDYKE	PARTIAL REFUND	37.1	KATIE ENOS	REFUND	25
ANGELA COOPER	ANGELA COOPER	42.67	LASER RESOURCES	LEASES	538.37
ANGELA FOLDES	PARTIAL REFUND	18.55	LETTISHA SMITH	PARTIAL REFUND	37.1
ANGIE VANDEMARK	PARTIAL REFUND	18.55	LOGAN CONT	SUPPLIES	56.9
ANKENY SANITATION	GARBAGE SERVICE	52.5	MCANINCH CORP	PAVEMENT	91,869.18
BARCO MUNICIPAL	SIGNS	2,446.50	MEDIACOM	INTERNET	157.4
BERENS-TATE CONSU	2016 BONDS	3,000.00	MEDICAP	MEDICINE	99.96
BEST PORTABLE	MCANINCH TOILETS	140	MENARDS	CEDAR MULCH	236

BOBS CUSTOM	CHESS TROPHY	42.9	MERCY COLLEGE	FISCHER ECARD	17
BOUND TREE MED	SUPPLIES	1,988.42	MINDY SMITH	PARTIAL REFUND	37.1
BRENT WALKER	CHESS CAMP	69.44	MURPHY TRACTOR	OIL AND FILTER	496.44
BRIAN PETTIT	REIMBURSEMENT	441.52	NANCY KUEHL	REIMBURSEMENT	337.64
CAPITAL SANITARY	INVOICES	1,552.35	NATALIE FRANK	REFUND	25
CAPPEL'S ACE	DOOR PARTS	150.69	NORWALK HARD	SUPPLIES	744.2
CARPENTER UNIFORM	UNIFORM	1,386.57	NORWALK LAND CO	ORCHARD HILLS TRAIL	1,225.08
CENTURYLINK	POOL PHONE	677.6	PEPSI-COLA	POOL CONCESSION	125.49
CHAD RAYMOND	PARTIAL REFUND	18.55	PHIL PARKER	REIMBURSEMENT	42.39
CINDY MILLER	WATER AEROBICS	9	PITNEY BOWES	POSTAGE	111
COBEY JOHNSON	REIMBURSEMENT	25	RDG PLANNING	GATEWAY SIGN	693
CONFLUENCE	SUB AREA 1	6,406.34	REASONER'S GARAGE	KUHN MOWER PARTS	54.09
CORELL CONT	ASPHALT	3,690.79	REGISTER MEDIA	PUBLIC NOTICE	391.84
DCI GROUP	DETENTION POND	2,522.00	RICKY HARKIN	REFUND	138
DES MOINES REG	DAILY PAPER	35	ROLLING THUNDER	JAZZ INJULY	550
DIAMOND VOGEL	SUPPLIES	1,108.43	SAM'S CLUB	SUPPLIES	765.72
DYLAN PETERSON	REFUND	60	SANDSTONE	ORCHARD VIEW	95,349.34
ELECTRIC PUMP	AGREEMENT	600.7	SCHWAN'S	CONCESSION	690.26
EMERGENCY APP	ELECTRCONNECTOR	527.44	SECRETARY OF STATE	NOTARIES RENEWAL	90
FAREWAY	SUPPLIES	95.47	SENSUS	SUPPORT	1,665.98
G & L CLOTHING	UNIFORM	707.03	SHIVE HATTERY INC	CEDAR STREET	2,797.00
GREG GRAVES	REFUND	5	SHRED IT	ON SITE	50.24
GREGG YOUNG	PD WHEEL ALIGNMENT	1,145.50	SIMPLEX GRINNELL	MONITORING	484.06
GRIMES ASPHALT	MATERIAL	946.46	SPRINGER	PEST CONTROL	68
HALLETT MATERIALS	SAND FOR JAZZ IN JULY	115.61	STACY SLATE	PARTIAL REFUND	37.1
HARVEY'S AUTO	WASHER FLUID	851.03	STOREY KENWORTHY	DIRECT DEPOSIT STUBS	60
HAWKINS, INC.	CHEMICALS	938.47	SUNDOWN EQUIP	KUBOTA TRACTOR	193.89
INDOFF INC	OFFICE SUPPLIES	331.5	TARA BADGER	PARTIAL REFUND	37.1
INTL INSTITUTE	MEMBERSHIP	180	GRAPHIC EDGE	T-SHIRTS	1,347.30
IA AMU	DUES	789.37	TRACY TRUMAN	PARTIAL REFUND	37.1
IOWA LIVING	ADVERTISING	1,050.00	TRANS IOWA	EQUIPMENT	250.08
IOWA ONE CALL	LOCATES	1,141.60	TRUE VALUE	CURB STOP BOX	17.26
IA STATE	CONFERENCE	50	UNITYPOINT CLINIC	HEP B VACCINATION	830
IOWA WINDOW	PUBLIC SAFETY	185	V&K	PRE PLAT	9,782.05
JACKIE MARSHALL	PARTIAL REFUND	42.67	VERIZON	CELL PHONE	1,388.28
JAMES JONES	SOCCER REFUND	102	WARREN CO ASSESS	GIS ELA	6,000.00
JAMES OIL	DYED DIESEL	6,088.46	WATERS & COMPANY	RECRUITMENT	17,150.00
			WATERS EDGE	POOL PLANNING	8,560.00

16-136 Motion by Kuhl, seconded by Riva to approve the consent agenda, passed unanimously, RC.

### **Public hearing request from Norwalk Land Company to amend the master plan and ownership requirement of parcel 3 of Orchard View Planned Unit Development.**

Mayor Pro Tem Isley opened the Public hearing at 6:20 p.m. Eddleman reported receiving no comments. Jaki Livingston reported that the mayor had received a letter from Carl Morton, 610 Tangelo Circle. The letter was submitted to the City Clerk for the record.

James Campney, 1444 NW 124<sup>th</sup> Court, Clive. The rental issue was the largest concern, the landscape buffers have been taken care of. That is what increased the site from 6.07 acres to 7.06 acres. Campney doesn't want to restrict ownership and all units will initially be marketed for sale. Campney provided council with a sketch of the townhomes and the layout of the units. Riva asked about using concrete board for safety of residents, Campney stated that they would make that available to people. Livingston asked if there would be a sidewalk on Orchard Hills, Campney responded that yes there is. Isley closed the public hearing at 6:40 p.m.

Council asked Chief Coburn if he had concerns with turning radius with the fire apparatus, he did not. Isley asked if he had concerns with the density, Coburn stated that from a tactical aspect they would have to take a different approach but it is similar to other neighborhoods that are already in the

community. Livingston asked about snow removal, Hoskins stated that if it were violated that would be enforced by city code.

16-137 Motion by Isley, seconded by Kuhl to pass the first reading of a proposed ordinance amending the master plan and ownership requirement of parcel 3 of the Orchard View Planned Unit Development by removing the current owner occupied language adding the new language, "it is the intent that the parcel will be developed as an owner occupied community. All units will initially be marketed individually for sale and the covenants would be reviewed by the City Attorney at final plat", passed 4 to 1 with Livingston voting nay.

**Public hearing and consideration of a request from Hubbell Realty Company to amend parcel 10 of the Legacy PUD to designate the site for an assisted living facility.**

Mayor Pro Tem Isley opened the Public hearing at 7:04 p.m.

Eddleman reported receiving no comments; Lester reported that he had received an email from Deb Mineart 7621 30<sup>th</sup> Avenue, Norwalk. The letter was submitted to the City Clerk for the record. Isley closed the public hearing at 7:05 p.m.

Luke Parris, city planner addressed the council and explained that the PUD requires that the developer amend the PUD to lock in the use of the site. It requires that prior to any development; the developer submits an amendment to the PUD that designates the specific permitted land use and rules, regulations, and guidelines for the development of the site.

Kris Saddoris, Hubbell Realty Company, 6900 Westown Parkway West Des Moines Iowa spoke in favor of the amendment.

16-138 Motion by Livingston, seconded by Kuhl to pass the first reading of a proposed ordinance amending the Legacy PUD, passed unanimously, RC.

**Public hearing on adopting plans, specifications, form of contract and estimate of costs for the Gateway Sign project.**

Mayor Pro Tem Isley opened the public hearing at 7:10 p.m. Eddleman reported receiving no comments.

Jonathan Martin, RDG Planning and Design addressed the council, council asked about the two bids received and had concern that they were above the budgeted dollar amount. Jonathan asked the council to consider either amending the budgeted amount by increasing it to 185,000. and accept the lower of the two bids or to build the sign in two phases adding the arches at a later date. Dougherty stated that bids are required and that could be done in the next fiscal year. Livingston stated that the council could increase the budget amount without opening new bids because the bidding was requested to either construct the sign or construct the sign with the arches. 175,000. Is the current budget. It was assumed that \$50,000 would be spent in FY 16 but it wasn't so that \$50,000 carried over to fiscal year 2017.

Steve Gilloti asked how TIF was paying for the sign when the sign isn't located in a TIF district. Dougherty responded that if one district is connected the city has the ability to add another district within the urban renewal area.

Isley closed the public hearing at 7:29 p.m.

16-139 Motion by Kuhl, seconded by Livingston to adopt plans, specifications, form of contract and estimate of costs for the Gateway sign project. Motion failed 2-3 with Isley, Lester and Riva voting nay.

### **Old School Plat 2 public infrastructure and final plat**

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.

16-140 Motion by Lester, seconded by Isley to approve Resolution 0721-16-078 accepting improvements known as the Old School Plat 2, passed unanimously, RC.

16-141 Motion by Riva, seconded by Isley to approve Resolution 0721-16-079 approving the Old School Final Plat 2, passed unanimously, RC

### **Amendment to Engineering agreement with Veenstra & Kimm regarding the Beardsley Regional Detention 1 phase 2 grading and drainage project.**

Tony Bellizzi, Veenstra & Kimm addressed the council. The Beardsley Regional Detention project started out as a simple detention project and went from a 1 pond concept to a 3 pond concept and then back to 2. The 12 acre site became a 33 acre site. 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. Council requested that they are kept informed if costs escalate again.

16-142 Motion by Livingston, seconded by Isley to approve **Resolution 0721-16-080** amending the original professional engineering agreement for the project now known as the Beardsley Regional Storm Water Detention Facility, passed 3-2 with Riva and Lester voting nay.

### **Ordinance amending ambulance fees**

There has been an increase in allowable billing fees set forth by Wellmark. The fees have been increased to reflect these changes in the code. Lester asked if the actual cost for services, medical supplies used and fuel was covered. Riva asked how much additional revenue the increase would generate. Chief Coburn responded that it would equate to about \$20,000.

16-143 Motion by Riva, seconded by Lester to pass the first reading of an ordinance amending the code of ordinances of the City of Norwalk, Iowa, Chapter 177, updating EMS fees.

16-144 Motion by Riva, seconded by Lester to waive the second and third reading of **Ordinance No 16-07 an ordinance amending the code of ordinances of the City of Norwalk, Iowa, Chapter 177, updating EMS fees.**

## **Discussion on the proposed RFP for the 2017 NCIS project**

Council asked Tim if it was possible to reconsider priority of which street would be repaired next, to consider repairs to Woodmayr Circle before Lakewood Drive. Council asked Tim to brief them on those two streets at the August 4<sup>th</sup> council meeting.

## **Approval of the engineering agreement with Waters Edge phase 2 swimming pool**

Council asked if there was a drop dead date for completion of phase 2 in the contract. Kuehl responded that there was not; council asked that a completion date be added along with language that stated that Waters Edge will assist the city in the process of obtaining inspections and permits from the state.

16-145 Motion by Lester, seconded by Isley to table approval of the engineering agreement with Waters Edge until the City Attorney reviews, passed unanimously, RC.

## **Reports:**

Greg reported that they have hired two new police officers who will begin employment with the city August 8<sup>th</sup>; the city was selected to participate in a pilot program that involves the school and the police communicating through Wi-Fi.

Ryan reported that the storm siren located near Mastellar is being relocated to the Lutheran Church.

Tim reported that through the heavy rain event that occurred there were no reports of any sewer backup.

Tony Bellizzi, reported that there is a preconstruction meeting on the Beardsley project scheduled for July 29<sup>th</sup>.

16-145 Motion by Lester, seconded by Riva to adjourn the meeting at 8:50 p.m., carried unanimously by voice vote.

---

Erika Isley, Mayor Pro Tem

Attest:

---

Jodi Eddleman, City Clerk



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 06  
For Meeting of 08/04/2016

**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:

Cedarbrook Builders	1902 Wethersfield Dr	SFR	\$520,000.
Orton Homes	202 W High Rd	SFR	\$200,000.
Orton Homes	1324 Green Hills Dr	SFR	\$258,089.
Jerrys Homes	318 Braeburn Dr	SFR	\$200,000.
Greenland Homes	508 Orchard Hills Dr	SFR	\$239,851.
Jerrys Homes	221 Sycamore Dr	SFR	\$200,000.
Jerrys Homes	305 Sycamore Dr	SFR	\$218,431.
Jake Kingery	300 Braeburn	SFR	\$290,000.
Tanzanite Homes	317 Braeburn Dr	SFR	\$225,000.
Roman Kozak	9433 Switchgrass Trail	SFR	\$400,000.

**Liquor License Renewal:**

Outskirtz - LC 0041123 expires 08/31/2016

**Resolution**

Approving fiscal year 2015-2016 street finance report.  
Approving soil testing and observation services for Beardsley Regional storm water detention phase 2.

**Appointments:**

Park and Recreation commission appointments – Sarah Coburn, Nathaniel Tagtow, Courtney Westvold

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
POLICE OPERATIONS	GENERAL FUND	CARPENTER UNIFORM	CRISWELL UNIFORM ALLOW	39.99
			ALBERS UNIFORM ALLOW	285.49
			ALBERS UNIFORM ALLOW	94.99
		CENTURYLINK	MONTHLY PHONE SERVICE	149.05
		WAYNE DENNIS SUPPLY	HVAC FILTERS	79.18
		U S POSTAL SERVICE	PUBLIC SAFETY POSTAGE	300.00
		MIDWEST K-9 DETECTION & CONSULTING	ZENA BOARDING	75.00
		DELAGE LANDEN	PD COPIER LEASE	127.11
		WOODMAN CONTROLS COMPANY	HVAC SERVICE	276.00
		LOGAN ARENDS	MILEAGE REIMBURSE FOR INTE	81.54_
			TOTAL:	1,508.35
FIRE PROTECTION	GENERAL FUND	DELAGE LANDEN	FD COPIER	104.87_
			TOTAL:	104.87
RESCUE	GENERAL FUND	ALLEGRA	NEW RESIDENT BROCHURES	571.46_
			TOTAL:	571.46
PUBLIC SAFETY	GENERAL FUND	IOWA DEPARTMENT OF PUBLIC SAFETY	ONLINE WARRANTS	1,020.00_
			TOTAL:	1,020.00
ANIMAL CONTROL	GENERAL FUND	ANIMAL RESCUE LEAGUE OF IOWA	INTAKE LIVE ANIMAL	125.00_
			TOTAL:	125.00
GARBAGE	GENERAL FUND	METRO WASTE AUTHORITY	YARD WASTE STICKER	250.00
			HAZARDOUS WASTE DISPOSAL	442.28
			LARGE ITEM STICKERS	500.00
			MONTHLY GARBAGE COLLECTION	28,704.28_
			TOTAL:	29,896.56
LIBRARY SERVICES	GENERAL FUND	BAKER & TAYLOR INC	BOOKS	313.42
		INDOFF INC	LIBRARY SUPPLIES	209.04
		PENWORTHY COMPANY	BOOKS	287.92
		MENARDS	SUPPLIES	16.96-
			RESTROOM REPAIRS	26.49
		CENTURYLINK	MONTHLY PHONE SERVICE	167.12
		CENTER POINT PUBLISHING	LARGE PRINT	425.79
		BOOK PAGE	SUBSCRIPTION	300.00
		COMPRISE TECHNOLOGIES	ANNUAL TECH SUPPORT	1,865.00
		BOBS CUSTOM TROPHIES	NAME BADGES	26.85
		MIDAMERICA BOOKS	BOOKS	616.71
		TYLER TECHNOLOGIES	LIBRARY CASH DRAWER	48.40
		AMAZON	BOOKS	2,469.25
		DISCOUNT SCHOOL SUPPLY	CRAFT SUPPLIES	100.40
		HOLLY SEALINE	PARADE CANDY REIMBURSMENT	111.92
		DELAGE LANDEN	LIBRARY COPIER LEASE	136.40
		CENGAGE LEARNING	GVRL HOSTING FEE	300.00
		MERRITT COMPANY	JUNE CLEANING	867.00
		CAPPEL'S ACE HARDWARE	DUCT TAPE	36.43
		ASSOCIATION FOR RURAL & SMALL LIBRARIE	MEMBERSHIP FEE	49.00
		COMFORT PRODUCTS DISTRIBUTING	A/C REPAIRS	230.43
		MICROMARKETING ASSOCIATES	DVD'S	2,725.21
		LIGHTEDGE SOLUTIONS	MAIL SERVICES	1.65
		RECORDED BOOKS INC	AUDIOBOOKS	235.00
STANDRIDGE GROUP	SIGNATURE CARDS	110.00_		
	TOTAL:	11,642.47		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
PARKS	GENERAL FUND	DENISE MCCLURE	SHELTER RENTAL REFUND	15.00_
			TOTAL:	15.00
RECREATION	GENERAL FUND	INDOFF INC	SUPPLIES	32.22
		BEST PORTABLE TOILETS	JAZZ FESTIVAL	140.00
		HANNA LENGELING	PROGRAM REFUND	26.50_
			TOTAL:	198.72
SPORTS COMPLEX	GENERAL FUND	BROWN EQUIPMENT	FERRIS MOWER FILTERS	73.80_
			TOTAL:	73.80
SWIMMING POOL	GENERAL FUND	FARNER-BOCKEN COMPANY	CONCESSION	514.41
		POOL TECH INC.	CHEMICALS	276.00
		MATT ALEXANDER	POOL PASS PARTIAL REFUND	37.10
		SANDY DUNN	POOL PASS PARTIAL REFUND	37.10
		DENISE MCCLURE	POOL RENTAL REFUND	30.00
		DAWN BANKS	SWIM LESSON REFUND	23.00
		DORISA SIMPSON	POOL PASS PARTIAL REFUND	37.10
		CAPPEL'S ACE HARDWARE	POOL PARTS	23.97
		TIM CALVERT	POOL PASS PARTIAL REFUND	18.55
		JEN WUBBEN	SWIM LESSONS REFUND	60.00
		MICHELLE SAMS	SWIM LESSONS REFUND	60.00
		NICOLE DAWDY	SWIM LESSON REFUND	25.00_
			TOTAL:	1,142.23
COMMUNITY DEVELOPMENT	GENERAL FUND	CONFLUENCE	LAND USE PLAN UPDATE	3,448.65
			SUB AREA 1 MASTER PLAN	3,369.76
		RUDOLF INVESTMENTS L.C.	NORTH AV LOT	1,275.00
		DELAGE LANDEN	DEVELOPMENT COPIER LEASE	125.00
		WADE WAGONER	MILEAGE TO EXILE BREWERY	10.69
			MILEAGE TO AMES - AICP PRE	49.79
			MILEAGE WARREN CO ECON DEV	14.80
			MILEAGE COURT IN INDIANOLA	14.80
			MILEAGE TO WOBBLY BOOTS	10.69
			MILEAGE TO NORTH SHORE MEE	14.90_
			TOTAL:	8,334.08
FINANCIAL ADMINSTRATIO	GENERAL FUND	JESTER INSURANCE SERVICES INC	LIABILITY INSURANCE PREMIU	138,441.00_
			TOTAL:	138,441.00
CITY HALL & GENERAL BU	GENERAL FUND	NORTH WARREN TOWN & COUNTY NEWS	JULY MINUTES	328.95
		CENTURYLINK	MONTHLY PHONE SERVICE	611.38
		WAYNE DENNIS SUPPLY	HVAC FILTERS	156.96
		TYLER TECHNOLOGIES	INCODE TRAINING LOFFREDO	250.00
			DOC MGMT MAINTENANCE	1,925.00
			ONLINE PAY / WEB HOST	25.00
		DELAGE LANDEN	CITY HALL COPIER	149.75
		RANKIN COMMUNICATION SYSTEMS	CITY HALL PHONE MAINTENANC	305.00_
			TOTAL:	3,752.04
INFORMATION SYSTEMS	GENERAL FUND	OXEN TECHNOLOGY	WIRELESS ARRAY SUPPORT	1,620.00
		MICROSOFT CORPORATION	PARK & REC TABLETS	3,522.26_
			TOTAL:	5,142.26
STREETS	ROAD USE TAX FUND	DOWNEY TIRE	MOWER	96.93
			JAC MOWER	78.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		IOWA PRISON INDUSTRIES	STREET SIGNS	3,112.05
			HAPPY HOLLOW DR	244.42
		MENARDS	MULCH	395.00
		MILLER AUTOBODY AND PAINT	PAINT DUMP TRUCK	403.20
		GRIMES ASPHALT AND PAVING CO	MATERIAL	515.78
			COLD MIX	1,598.14
			MATERIAL	471.38
			MATERIAL	561.66
		ZEP MANUFACTURING CO.	SUPPLIES	250.29
		CNM OUTDOOR EQUIPMENT	CHAINSAW CHAINS	101.22
		CONSTRUCTION & AGGREGATE	TREE WATER HOSE	87.77
		BOBS TOOLS	DUMP TRUCK	19.99
		MURPHY TRACTOR & EQUIPMENT	BACKHOE PARTS	82.90
		DELAGÉ LANDEN	FD COPIER	57.95
		NICHOLS EQUIPMENT LLC	ROLLER RENTAL	2,424.00_
			TOTAL:	10,501.61
POLICE OPERATIONS	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	1,616.00
		WELLMARK BLUE CROSS AND BLUE SHIELD OF	GROUP PREMIUMS	3,397.83_
			TOTAL:	5,013.83
FIRE PROTECTION	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	4,248.00
		WELLMARK BLUE CROSS AND BLUE SHIELD OF	GROUP PREMIUMS	3,397.87_
			TOTAL:	7,645.87
RESCUE	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	2,707.00_
			TOTAL:	2,707.00
BUILDING INSPECTOR	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	43.00_
			TOTAL:	43.00
STREETS	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	1,648.00_
			TOTAL:	1,648.00
GARBAGE	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	128.00_
			TOTAL:	128.00
LIBRARY SERVICES	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	64.00_
			TOTAL:	64.00
PARKS	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	107.00_
			TOTAL:	107.00
RECREATION	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	268.00_
			TOTAL:	268.00
SPORTS COMPLEX	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	128.00_
			TOTAL:	128.00
SWIMMING POOL	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	107.00_
			TOTAL:	107.00
COMMUNITY DEVELOPMENT	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	64.00_
			TOTAL:	64.00
CITY HALL & GENERAL BU	SPECIAL REVENUE	IMWCA	AUG WORK COMP PREMIUM	65.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		DEPARTMENT OF THE TREASURY	4TH QTR EXCISE TAX	101.99_
			TOTAL:	166.99
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	TAXPAYERS ASSOCIATION OF CENTRAL IOWA	LOCAL GOVERNMENT COLLABORA	900.00_
			TOTAL:	900.00
LIBRARY SERVICES	T & A LIBRARY	AMAZON	ADULT SUMMER READ PRIZE	100.00
		APPLE INC	IPADS - WCPP PROJECT	3,132.00_
			TOTAL:	3,232.00
POOL REPAIRS	CIP - POOL	PLEVA MECHANICAL, INC.	POOL REVISIONS PHASE 1	93,800.00_
			TOTAL:	93,800.00
STREETS	50TH STREET BRIDGE	CALHOUN BURNS AND ASSOC	50TH AV BRIDGE	4,020.40_
			TOTAL:	4,020.40
OPERATION AND MAINTENE	WATER FUND	IMWCA	AUG WORK COMP PREMIUM	289.00
		BOBS TOOLS	CURB STOP	7.99
		WELLMARK BLUE CROSS AND BLUE SHIELD OF	GROUP PREMIUMS	3,397.96
		TYLER TECHNOLOGIES	ONLINE PAY / WEB HOST	90.00_
			TOTAL:	3,784.95
ADMINISTRATION	WATER FUND	CENTURYLINK	MONTHLY PHONE SERVICE	74.00_
			TOTAL:	74.00
OPERATION AND MAINTENA	SEWER FUND	IMWCA	AUG WORK COMP PREMIUM	107.00
		MENARDS	TOOLS	84.92
			SUPPLIES	114.79_
			TOTAL:	306.71
ADMINISTRATION	SEWER FUND	CENTURYLINK	MONTHLY PHONE SERVICE	76.00_
			TOTAL:	76.00
WRA PAYMENT	SEWER FUND	CITY OF DES MOINES	WRA AUGUST PAYMENT	90,889.50_
			TOTAL:	90,889.50
STORM SEWERS (DRAINAGE	STORM WATER UTILIT	MENARDS	NO TRESPASS SIGNS	49.12_
			TOTAL:	49.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
------------	------	-------------	-------------	---------

```

===== FUND TOTALS =====
001 GENERAL FUND                201,967.84
110 ROAD USE TAX FUND           10,501.61
112 SPECIAL REVENUE             18,090.69
160 ECONOMIC DEVELOPMENT         900.00
183 T & A LIBRARY                3,232.00
340 CIP - POOL                  93,800.00
435 50TH STREET BRIDGE PROJEC   4,020.40
600 WATER FUND                  3,858.95
610 SEWER FUND                  91,272.21
740 STORM WATER UTILITY         49.12
-----
GRAND TOTAL:                    427,692.82
-----

```

TOTAL PAGES: 5

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF NORWALK  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: Include: AP  
ITEM DATE: 7/22/2016 THRU 8/04/2016  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999

-----  
PAYROLL SELECTION

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

-----  
PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL CLAIMS LIST 8/04/16  
SIGNATURE LINES: 2

-----  
PACKET OPTIONS

INCLUDE REFUNDS: NO  
INCLUDE OPEN ITEM: YES  
-----

ELAN JUNE STATEMENT DUE DATE 8/9/16 BALANCE  
 (6/11 - 7/13) ACH PAID ON DUE DATE \$4,561.54

CARD	TRANSACTION DATE	VENDOR	AMOUNT	G/L CODED	REASON FOR USE	RECIEPT RECEIVED	CHECK RECEIVED
KUEHL							
0073	06/26/2016	RED CROSS	\$280.00	001-5-499-1-6230	TRAINING	X	
	06/30/2016	RED CROSS	\$105.00	001-5-499-1-6230	TRAINING	X	
			<u>\$385.00</u>				
HOSKINS							
4528	07/12/2016	GMESUPPLY.COM	\$534.98	110-5-210-6507	110' JELCO BUCKET RESCUE KIT	X	
			<u>\$534.98</u>				
SEALINE							
975	06/13/2016	BARNES & NOBLE	\$18.87	001-5-410-2-6502	DVD	X	
	06/21/2016	IA LIBRARY ASSOCIATION	\$200.00	001-5-410-2-6240	LEADERSHIP INSTITUTE REGISTRATION	X	
	06/29/2016	BARNES & NOBLE	\$19.01	001-5-410-2-6502	CHILDREN'S BOOKS	X	
	06/30/2016	BARNES & NOBLE	\$45.42	001-5-410-2-6502	CHILDREN'S BOOKS	X	
			<u>\$283.30</u>				
OLIVER							
7135	06/15/2016	GOVERNMENT FINANCE	(\$100.00)	001-5-620-1-6230	GFOA REFUND - FURLER	CR	
			<u>(\$100.00)</u>				
INMAN							
8995	06/21/2016	C FRESH MARKET	\$9.16	001-5-410-2-6417	SENSORY PLAYTIME	X	
			<u>\$9.16</u>				
COBURN							
0678	06/17/2016	BP BELMONT WI	\$40.00	001-5-150-2-6331	GAS	X	
	06/13/2016	COUNTRY INN & SUITES DUBUQUE	\$61.60	001-5-150-2-6331	PICK UP NEW FIRE APPARATUS	X	
	06/14/2016	CULVERS MT HOREB WI	\$25.13	?			
	06/14/2016	KWIK TRIP MT HOREB WI	\$43.00	001-5-150-2-6331	GAS	X	
	06/17/2016	KWIK TRIP REBATE	(\$0.43)	001-5-150-2-6331	N/A	CR	
	06/27/2016	PIZZA HUT	\$52.70	001-5-150-1-6220	DEPARTMENT MEETING	X	
	06/30/2016	PIZZA HUT REBATE	(\$2.11)	001-5-150-1-6220	N/A	CR	
	07/05/2016	EXPEDIA	\$1,136.36	001-5-150-1-6230	AIRFARE TO SAN ANTONIO CONFEREN	X	
	07/08/2016	SQUARESPACE, INC.	\$144.00	?			
			<u>\$1,500.25</u>				
WAGONER							
5537	06/09/2016	804 MAIN	\$20.76	001-5-599-1-6240	2 LUNCH WITH BRANDT- CHAMBER MT	X	
	06/21/2016	JIMMY JOHNS	\$14.99	001-5-599-1-6240	2 LUNCH WITH MAYOR - AFTER COURT	X	
	06/21/2016	IA COUNTY RECORDERS	\$17.00	001-5-599-2-6413	FILING FEES ORD 16-05 PUD AMENDMI	X	
	06/28/2016	THE LEGACY GOLF CLUB	\$4.74	?	*RECEIPT UNAVAILABLE		X *7/20 APPLIED TO 599.4710

\* RYAN TO PROVIDE WHEN HE RETURNS

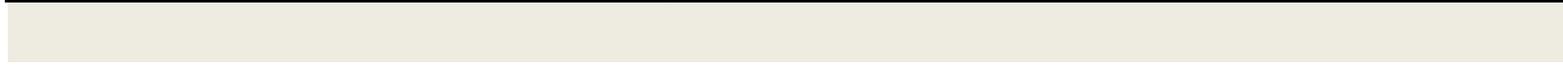
\* RYAN TO PROVIDE WHEN HE RETURNS

ELAN JUNE STATEMENT DUE DATE 8/9/16 BALANCE  
 (6/11 - 7/13) ACH PAID ON DUE DATE \$4,561.54

CARD	TRANSACTION DATE	VENDOR	AMOUNT	G/L CODED	REASON FOR USE	RECIPT RECEIVED	CHECK RECEIVED
	07/07/2016	EXILE	\$51.71	001-5-599-1-6240	3 LUNCH WITH MAYOR AND GILLOTTI	X	
			<u>\$4,670.74</u>				
LOUISE							
1956	06/14/2016	RED CROSS	\$27.00	001-5-499-2-6230	RECERTIFICATION	X	
	06/18/2016	BURLINGTON IN BLOOM	\$60.99	001-5-460-2-6413	FUNERAL FLOWERS	X	
	06/16/2016	ADVENTURELAND	\$680.00	001-5-440-2-6413	ADVENTURELAND TICKETS	X	
	07/06/2016	ADVENTURELAND	\$680.00	001-5-440-2-6413	ADVENTURELAND TICKETS	X	
			<u>\$1,447.99</u>				
STRAVERS							
585	06/13/2016	AMAZON.COM	\$45.74	001-5-170-2-6506	APPLE CHARGERS	X	
			<u>\$45.74</u>				
STAPLES							
5287	06/09/2016	OKOBOJI GRILL	\$37.77	001-5-110-1-6240	3 LUNCH - PLEXA MTG	X	
	06/20/2016	ACE HARDWARE	\$4.23	001-5-110-2-6507	BIKE REPAIR WRENCH	X	
	06/24/2016	BROTHER MALL	\$174.64	001-5-110-2-6506	MOBILE PRINTER PAPER	X	
	07/07/2016	OKOBOJI GRILL	\$12.59	001-5-110-1-6240	1 LUNCH - PLEXA MTG	X	
	07/08/2016	WENDY'S ICE CREAM	\$14.15	001-5-110-1-6240	JR POLICE ACADEMY	X	
			<u>\$243.38</u>				
FURLER							
9255		none	\$0.00				
PARRIS							
1932		none	\$0.00				
WESTVOLD							
3400		none	\$0.00				
PHILLIPS							
0097		none	\$0.00				

### Liquor license summary for August 4 council meeting

Name of Applicant/Corp, Sole Proprietor/Partnership:	Betterlife Enterprises LLC
Name of Business:	Outskirtz
Address of Premises:	8384 South Orilla Hwy
License #	LC 0041123
License And Privileges:	Outdoor service, Sunday Sales
Type of Request:	Renewal
Dates:	09/01/16 - 08/31/17
Sketch on file	x
Lease, Final Sales Contract or Warranty deed on file	x
Premises Address correct	x
Notarized Statement	x
Dram Shop: provided by applicants insurance company.	x
Police background check run:	x
Fire Inspection Done:	x
Premise zoned correctly	x
City Clerks office:	x



RESOLUTION NO. 0804-16-081

**Resolution adopting the 2015-2016 Street Finance Report  
(ROAD USE TAX) for the City of Norwalk**

WHEREAS, the State of Iowa mandates completion and submission of a fiscal year Street Finance Report (Road Use Tax); and

WHEREAS, the report is now complete and submitted to the City Council for approval.

THEREFORE BE IT RESOLVED, By the City Council of the City of Norwalk, Iowa, the fiscal year 2015-2016 Street Finance Report is hereby approved and submitted to the State of Iowa Department of Transportation.

Passed and adopted this 4<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	—	—	—
Greteman	—	—	—
Isley	—	—	—
Jackson	—	—	—
Livingston	—	—	—



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

# City Street Financial Report

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

1 of 9

<b>City Name</b>
NORWALK
<b>City Number</b>
5587

## Cover Sheet

Now therefore let it be resolved that the city council NORWALK, Iowa  
(City Name)

On \_\_\_\_\_ did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016  
(Year) (Year)

### Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Jean Furler	jeanf@norwalk.iowa.gov	705 North Avenue	Norwalk	50211-0000
Hours	Phone	Extension	Phone(Alternative)	
8:00 AM-4:30 PM Mon-Fri	515-981-9522	0000002232	515-981-0228	

### Preparer Information

Name	E-mail Address	Phone	Extension
Jean Furler	jeanf@norwalk.iowa.gov	515-981-9522	0000002232

### Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Tom Phillips	mayor@ci.norwalk.ia.us	50211-0000	Norwalk	50211-0000
Phone	Extension			
515-981-0228	0000002255			

Resolution Number \_\_\_\_\_

\_\_\_\_\_  
Signature Mayor

\_\_\_\_\_  
Signature City Clerk



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

# City Street Financial Report

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

2 of 9

<b>City Name</b>
NORWALK
<b>City Number</b>
5587

## Summary Statement Sheet

Column 1    Column 2    Column 3    Column 4  
Road use    Other Steeet    Street Debt    Totals  
Tax Fund    Monies

Round Figures to Nearest Dollars

<b>A. BEGINNING BALANCE</b>				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Steeet	Street Debt	Totals
	Tax Fund	Monies		
1. July 1 Balance	\$613,699	\$0	\$1,248,741	\$1,862,440
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	-\$221,550	-\$221,550
3. Adjusted Balance	\$613,699	\$0	\$1,027,191	\$1,640,890
<b>B. REVENUES</b>				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Steeet	Street Debt	Totals
	Tax Fund	Monies		
1. Road Use Tax	\$1,105,416			\$1,105,416
2. Property Taxes		\$106,352	\$0	\$106,352
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$53,748	\$0	\$53,748
5. Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
<b>7. Total Revenues (Lines B1 thru B6)</b>	\$1,105,416	\$160,100	\$0	\$1,265,516
<b>C. Total Funds Available (Line A3 + Line B7)</b>	\$1,719,115	\$160,100	\$1,027,191	\$2,906,406

Column 1    Column 2    Column 3    Column 4  
Road use    Other Steeet    Street Debt    Totals  
Tax Fund    Monies

Round Figures to Nearest Dollars

<b>EXPENSES</b>				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Steeet	Street Debt	Totals
	Tax Fund	Monies		
<b>D. Maintenance</b>				
1. RoadWay Maintenance	\$577,545	\$53,748	\$0	\$631,293
2. Snow and Ice Removal	\$40,851	\$0	\$0	\$40,851
<b>E. Construction, Reconstruction and Improvements</b>				
1. Engineering	\$0	\$0	\$0	\$0
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$210,000	\$0	\$0	\$210,000
4. Traffic Services	\$18,895	\$0	\$0	\$18,895
<b>F. Administration</b>	\$126,873	\$0	\$0	\$126,873
<b>G. Equipment</b>	\$62,500	\$106,352	\$0	\$168,852
<b>H. Miscellaneous</b>		\$0	\$0	\$0
<b>J. street Debt</b>				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$125,000	\$125,000
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$21,716	\$21,716
<b>TOTALS</b>				
<b>K. Total Expenses (Lines D thru J)</b>	\$1,036,664	\$160,100	\$146,716	\$1,343,480
<b>L. Ending Balance (Line C-K)</b>	\$682,451	\$0	\$880,475	\$1,562,926
<b>M. Total Funds Accounted For (K + L = C)</b>	\$1,719,115	\$160,100	\$1,027,191	\$2,906,406



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

Report Generated
7/28/2016 9:33 AM
Fiscal Year
2016
Sheet
3 of 9

### Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
118---School Districts	\$33,890.00	\$0.00
170---Reimbursements (misc.)	\$5,158.00	\$0.00
112---Utility Revenue	\$14,700.00	\$0.00
Line B4 Totals	\$53,748.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

4 of 9

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

## Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Paving & Construction	301	03/05/2015	\$945,000	100	2022	\$945,000	\$125,000	\$21,716	\$125,000	\$21,716	\$820,000
New Bond Totals					\$0	\$0	Totals	\$945,000	\$125,000	\$21,716	\$125,000	\$21,716	\$820,000



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

5 of 9

### Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#)

### Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
-------------------	-------------------	-----------------	--------------------	---

### Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
-------------------	--------------------	-------------------	-----------------------------	----------	---------------	---------------	--------------	-----------



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

6 of 9

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

### Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
	2008	Street Sweeper-500 Tymco	\$97,875	\$0	\$0	Yes	NOCH
	2009	Tenco Dump Truck	\$51,577	\$0	\$0	Yes	NOCH
	2006	Chevrolet Flatbed Truck	\$26,000	\$0	\$0	Yes	NOCH
	2006	Chevy 1500	\$23,170	\$0	\$0	Yes	NOCH
	2002	Triple Deck Mower	\$25,500	\$0	\$0	Yes	NOCH
	1997	International Dump Truck	\$55,500	\$0	\$0	Yes	NOCH
	1997	Ford Dump Truck/Brine Truck	\$56,025	\$0	\$0	Yes	NOCH
	2002	International Dump Truck-4700	\$67,730	\$0	\$0	Yes	NOCH
	2002	International Dump Truck	\$63,500	\$0	\$0	Yes	NOCH
	2000	Chevrolet Pickup	\$25,000	\$0	\$0	Yes	NOCH
	2001	Triple Deck Mower	\$36,855	\$0	\$0	Yes	NOCH
	2000	Kubota Tractor/Mower	\$39,500	\$0	\$0	Yes	NOCH
	2015	Endloader-Cat	\$172,000	\$0	\$0	Yes	NOCH
	1993	CrackSealer	\$18,000	\$0	\$0	Yes	NOCH
	2013	International Dump Truck-4300	\$147,000	\$0	\$0	Yes	NOCH
	2011	Knapheide Drop side dump	\$13,217	\$0	\$0	Yes	NOCH
	2013	Snowplow blade	\$15,401	\$0	\$0	Yes	NOCH
	2002	International truck-4300	\$57,779	\$0	\$0	Yes	NOCH
	2005	Catipiller Road Grader	\$95,100	\$0	\$0	Yes	NOCH



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

Report Generated
7/28/2016 9:33 AM
Fiscal Year
2016
Sheet
7 of 9

## Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2010	International Dump Truck-7000	\$73,046	\$0		\$0		Yes	NOCH
	2008	John Deere Back Hoe	\$60,950	\$0		\$0		Yes	NOCH
	2013	Ford F-550 Pick Up	\$39,700	\$0		\$0		Yes	NOCH
	1995	GMC 3500 Flatbed	\$18,000	\$0		\$0		Yes	NOCH
	2009	Chevy Silverado 4x4	\$26,000	\$0		\$0		Yes	NOCH
	2009	Chevy Silverado with Lift Gate	\$35,000	\$0		\$0		Yes	NOCH
	2014	Bobcat S-590 T4	\$39,500	\$0		\$0		Yes	NOCH



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

8 of 9

## Explanation Sheet

### Comments

Adjustments were made to beginning balance column 3 "Street Debt" due to a debt refinancing.



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

<b>City Name</b>
<b>NORWALK</b>
<b>City Number</b>
<b>5587</b>

## City Street Financial Report

Report Generated

7/28/2016 9:33 AM

Fiscal Year

2016

Sheet

9 of 9

## Monthly Payment Sheet

Month	Road Use tax Payments
July	\$91,975.86
August	\$123,901.70
September	\$109,897.27
October	\$84,062.02
November	\$95,621.27
December	\$96,518.45
January	\$80,444.55
February	\$92,455.82
March	\$94,849.08
April	\$65,782.84
May	\$70,799.27
June	\$99,108.34
<b>Totals</b>	<b>\$1,105,416.47</b>



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6e  
For Meeting of 08.04.2016

**ITEM TITLE:** Resolution for Consideration Approving Soil Testing and Observation Services for the Beardsley Regional Storm Water Detention Phase 2.

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** The DCI Group is the Construction Management firm assisting the City and the area developers in the Beardsley Regional Storm Water Detention Phase 2 project. In the Amended Development Agreement between the City of Norwalk and the Farms of Holland L.L.C. (FOH) that was approved by the Council on May 5, 2016, it was agreed that the City would be responsible for providing on site sampling and testing of soils removed from the storm water detention project to be placed on FOH property. Under the conditions of the agreement FOH reserves the right to accept or reject soils based on specific criteria relating to structural or non-structural fill. The locations of the selected fill shall be identified by priority and shall be spread and compacted to the specifications of the Facility grading plan. The construction manager, hired by the City, will direct the placement of soil.

DCI Group is recommending the use of TEAM Services for the purpose of sampling and testing of excavated soil. The Construction Manager shall then direct the placement of the soil. Cost for this service is estimated at \$18,400.00.

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

**STAFF RECOMMENDATION:** Approval of the resolution.

**RESOLUTION NO**

**RESOLUTION APPROVING SOIL TESTING AND OBSERVATION SERVICES FOR THE BEARDSLEY REGIONAL STORMWATER DETENTION PHASE II**

WHEREAS, the City Of Norwalk (City) entered into an Amended Development Agreement with the Farms of Holland L.L.C. (FOH) on May 5, 2016 which obligated the City to secure the services of a Geotechnical Engineer for the purposes of on site testing and evaluation of soils excavated from the regional detention basin; and,

WHEREAS, DCI Group has been selected to provide construction management duties related to the placement of designated soils by priority on adjoining FOH property; and,

WHEREAS, DCI Group has conducted due diligence in securing and evaluating proposals for geotechnical services and is recommending the City utilize TEAM Services for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, shall enter into an agreement with TEAM Services for the purposes of testing and evaluation soil associated with the Beardsley Regional Stormwater Dentation Phase 2 for an estimated \$18,400.00 is approved at this time.

Passed and approved this 4<sup>th</sup> day of August, 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	___	___	___	



July 14, 2016

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

Dear Mr. Hoskins,

DCI Group solicited testing and observation service proposals for the Beardsley Regional Detention Phase 2 project. The testing proposals are based on requirements identified in the Developer Agreement regarding the placement of structural soil to the identified Priority 1-3 Lots:

*“Excavated soils prior to their delivery will be sampled and tested by an onsite geotechnical engineer. Such excavated soils will be observed and tested with the Standard Proctor Test (ASTMD698). The geotechnical engineer shall designate the excavated soils as containing structural properties or non-structural properties. This designation shall be evaluated with the Standard Proctor Test and professional opinion of the geotechnical engineer. Based on the designation, the Construction Manager will direct the C.J. Moyna & Sons, Inc. to place the soils in order of priority based on the Structural Soils Priority Location List.”*

*Structural Soils Priority Location List:*

- 1. Turnberry Road*
- 2. KFH, LLC. and City State Bank*
- 3. Farms of Holland Outlots U and V*

DCI Group will have personnel on site to manage the process with the selected testing agency. After careful consideration of testing proposals, DCI Group is recommending the award to TEAM Services.

Testing Services

Quote

**TEAM Services**

**\$18,400.00**

Tabulation and quotes are attached for reference.



Respectfully submitted,

*Geoff Miller*

Geoff Miller  
Construction Project Manager

CC:

Mayor Tom Phillips – City of Norwalk  
Wade Wagoner – City of Norwalk  
Nancy Kuehl – City of Norwalk  
Luke Parris – City of Norwalk  
Tony Bellizzi – V&K  
Brandon Schulte – DCI Group

<b>Beardsley</b>	<b>Total</b>	<b>Paid to date</b>
Grubbing-Kelly Cortum	98,520.00	98,520.00
Construction-Moyna & Sons	2,329,681.00	
Engineering-V&K	405,000.00	78,800.00
Geotechnical report-Allender/Butzke	8,500.00	8,500.00
Consulting-DCI Group	50,000.00	19,564.00
Soil Testing-Team Services	18,400.00	
Connection Fee District costs	8,500.00	
Contingency	166,500.00	
	\$ 3,085,101.00	\$ 205,384.00
Retaining wall-United Properties	100,000.00	
	\$ 3,185,101.00	\$ 205,384.00



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6f  
For Meeting of 08.04.2016

**ITEM TITLE:** Parks Commission members approval.

**CONTACT PERSON:** Nancy Kuehl, Parks and Recreation Director

**SUMMARY EXPLANATION:**

Nathaniel Tagtow and Sarah Coburn's term expired in July. They both opted to serve another 3 year term. Courtney Westvold has applied to be the new High School representative with her term to expire in July 2018.

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

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



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 07 and 08  
For Meeting of 08.04.2016

**ITEM TITLES:** Public hearing and consideration of first and possibly more readings of an ordinance amending the sections of the zoning ordinance Chapter 55 animal control and protection chapter 177 rates and fees.

**CONTACT PERSONS:** Luke Parris, AICP  
City Planner

**SUMMARY EXPLANATION**

At the June 2, 2016 City Council meeting, the Council directed staff to develop a finalized draft of an ordinance amendment that would allow up to four chickens at a residence provided specific criteria was met and that an annual license was obtained. Staff has developed the requested draft using the 2009 Proposed Urban Chicken Ordinance as a guide. The draft ordinance amendment also includes relevant changes needed to other sections of the City's codes to allow for urban chickens.

On July 25, 2016, the Planning and Zoning Commission was set to hold a public hearing and vote on an amendment that would regulate the enclosure of chickens as an accessory use in the R-1 Single Family Residential zoning district. That hearing and vote did not take place due to a lack of quorum at the meeting.

To continue forward, the City Council can consider an ordinance that amends sections of the City Code allowing for urban chickens. This will give the City Council the opportunity to determine if urban chickens are appropriate in the City or not. If the City Council approves the amendment allowing for urban chickens, then staff will proceed with the process of a Zoning Ordinance amendment that would regulate which the enclosure of chickens as an accessory use in the R-1 Single Family Residential zoning district. The proposed language to regulate the enclosure in Zoning Ordinance Section 17.10.030.3 Permitted Accessory Uses is as follows:

- K. A chicken enclosure for the keeping of chickens in accordance with City Code Chapter 55.16 Urban Chickens, provided the following standards are met:
1. The enclosure is covered and fully enclosed.
  2. The enclosure shall have a latch mechanism or lock to ensure that access to the enclosure remains secure.
  3. The enclosure provides a minimum of 5 square feet per chicken.
  4. The enclosure shall have a minimum height of four feet.

5. The enclosure shall be located inside a fenced area that provides a minimum of 10 square feet per chicken, excluding the square footage of the enclosure. The fence shall have a height of 6 feet.
6. The enclosure and fenced area shall not be located closer than 25' to any principal structure on an adjacent lot.

**ATTACHMENTS**

Attachment A: 2009 Proposed Chicken Ordinance

<p>____ Resolution ____ Ordinance ____ Contract <u> X </u> Other (Specify) <u> Discussion </u></p> <p>Funding Source: <u> NA </u></p> <p>APPROVED FOR SUBMITTAL <u> Jean Furler </u> Interim City Manager</p>
---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE FOLLOWING SECTIONS OF THE ZONING ORDINANCE:  
CHAPTER 55 ANIMAL CONTROL AND PROTECTION AND CHAPTER 177 RATES AND FEES.**

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

**SECTION 1. PURPOSE.** The purpose of this ordinance is to amend Chapter 55 Animal Control and Protection, and Chapter 177 Rates and Fees of the City of Norwalk City Code.

**SECTION 2. AMENDMENT.**  
The City of Norwalk City Code Chapter 55 Animal Control and Protection is hereby amended by removing the following struck through language in Section 55.05:

~~55.05 LIVESTOCK. It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.~~

The City of Norwalk City Code Chapter 55 Animal Control and Protection is hereby amended by adding the follow new Section 55.16:

55.16 URBAN CHICKENS. The keeping of chickens within the City is allowed in compliance with the City's zoning regulations and the following criteria:

1. No more than four (4) chickens allowed per lot.
2. An annual chicken license shall be obtained by the property owner.
  - a. The cost of the license shall be established in Chapter 177 of this Code of Ordinances.
  - b. The license and fee shall be for up to 4 chickens.
  - c. If the property owner acquires possession of the chicken(s) less than six (6) months prior to the expiration date of a license, the license fee shall be reduced fifty percent (50%).
  - d. All license fees shall be deemed delinquent on April 1 of the year in which they are due and not paid, and a delinquent penalty of ten dollars (\$10.00) shall be added to each unpaid license on and after said date.
  - e. The application for a chicken license runs with the owner and his/her current location, any change in ownership or change in address will require the submission of a new license application.
3. No person shall keep any rooster.
4. No person shall slaughter any chickens.
5. No chickens may be kept without an approved enclosure that meets the standards of the zoning ordinance.
  - a. The enclosure shall be covered and fully secured so that it can be locked at night.
  - b. The enclosure shall be completely secure and free of any attractive nuisances as spelled out in Chapter 50 Nuisance Abatement of the municipal code.

6. All chicken coops shall obtain the proper accessory structures permit and meet all setback requirements spelled out in the zoning ordinance.
7. More than two violations of Chapter 50 Nuisance Abatement in a calendar year may result in revocation of the license and subsequent removal of the chickens, subject to City Council review.

The City of Norwalk City Code Chapter 177 Rates and Fees is hereby amended by adding the following license fee for Urban Chickens:

- |  |                             |
|--|-----------------------------|
| 4. Chapter 55 – Urban Chicken Licenses |                             |
| License Fee                            | \$25.00 per year            |
| Delinquency Fee                        | \$10.00 per delinquent year |

**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:

\_\_\_\_\_  
Jody Eddleman, City Clerk

PREPARED BY: Luke Parris, City Planner

Prepared by:	City of Norwalk, City Hall, 705 North Ave., Norwalk, IA 50211
	Mike Johnson, Associate City Planner (515) 981-0228

## ORDINANCE NO. 09-02

### AN ORDINANCE AMENDING CHAPTER 55, ANIMAL PROTECTION AND CONTROL OF THE CITY OF NORWALK MUNICIPAL CODE

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

**SECTION 1. AMENDMENT.** Section 5. LIVESTOCK. Is hereby amended to include the following: It is unlawful for a person to keep livestock within the City except by written consent of the Council or in compliance with the City's zoning regulations. However, in any Residential Zoning District the keeping of up to four (4) chickens on a lot with up to four (4) dwelling units will be permitted, provided that:

1. No person shall keep any rooster.
2. No person shall slaughter any chickens.
3. The chickens shall be provided with a covered, fully secure enclosure that they can be locked in at night consisting of 5 square feet per chicken. The enclosure shall have a minimum height of four feet. A completely fenced in area outside of the covered enclosure shall be provided with a minimum of 10 square feet per chicken and a height of five feet. These enclosures shall be completely secure and free of any attractive nuisances as spelled out in Chapter 50 of the municipal code.
4. No enclosure shall be located closer than twenty-five (25) feet to any residential structure on an adjacent lot.
5. The owner, operator, or tenant obtains a \$25.00 license from the City. Upon application, the City will provide a map of the 200 foot buffer and the petition that will need to be circulated to fulfill the requirements of this section.
6. The applicant for a license notifies all residents within two hundred (200) feet of the lot.
7. Each resident shall sign the petition that signifies they are in favor of the applicant's license. Failure to receive a signature from an occupied dwelling will result in a no vote for the applicant.
8. Not more than fifty percent (50%) of the residents notified object within fourteen (14) days of notification.
9. The application for a chicken license runs with the owner and their current location, any change in ownership or change of address with require the submittal of a new application.
10. More than two violations of Chapter 50 Nuisance Abatement in a calendar year will result in the revocation of the license and the subsequent removal of the chickens.

Upon revocation, the applicant must submit a new application and petition of support to city staff.

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase 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 provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
Pat Wahl - Mayor

\_\_\_\_\_  
Jeff Rosien – City Clerk

I certify that the foregoing was published as  
Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Jeff Rosien, City Clerk



**BUSINESS OF THE CITY COUNCIL**

**AGENDA STATEMENT**

Items No. 09

For Meeting of 08.04.16

- REQUEST:** Consideration of the second and possibly third 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](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](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.

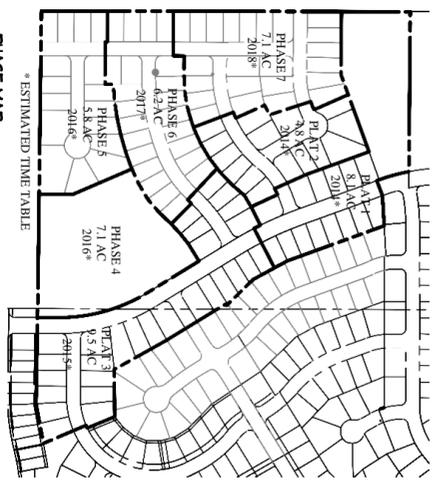
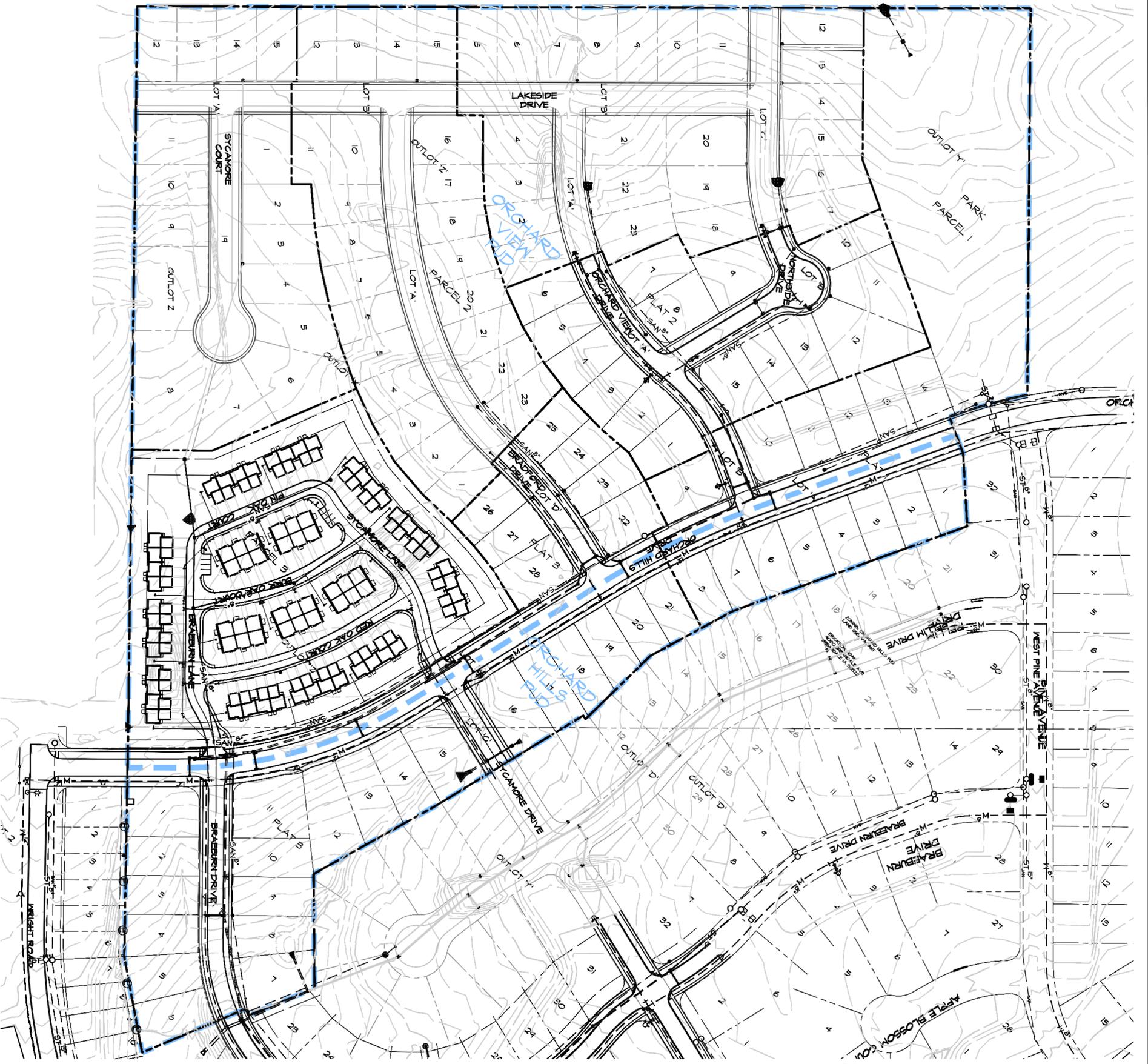
\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman City Clerk

PREPARED BY: Luke Parris, City Planner

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



**PHASE MAP**  
SCALE 1" = 400'

\* ESTIMATED TIME TABLE

PARCEL #	LAND USE/ZONING	AREA/ACRES	CURRENT/PROPOSED	# UNITS	DENSITY DU/ACRE
PARCEL 1	NEIGHBORHOOD PARK/OPEN SPACE	4.04	-	-	-
PARCEL 2	SFR R-1 (60)	26 ACRES/21.74	112/84	NO GREATER THAN 10/LOT ACRES MIN	4/3.2
PARCEL 3	MEDIUM DENSITY RESIDENTIAL	NO GREATER THAN 10/LOT ACRES MIN	80/74	NO GREATER THAN 80/74	8/10.5

**PER PUD SECTION 4, GENERAL CONDITIONS NOTE #5.**  
THE DENSITIES CONTINGATED FOR THE VARIOUS PARCELS ARE ALLOWED TO BE TRANSFERRED WITHIN THE DEVELOPMENT. TRANSFERING 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 INCREASES 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. PERMISSANT TO SUBSECTION 11.01(1) OF THE MUNICIPAL CODE.

**DRVELOPER:**  
NORWALK LAND CO. L.L.C.  
475 ALICES ROAD  
MAKLEE, IOWA 50263

**PROPERTY OWNERS:**  
NORWALK LAND CO. L.L.C.  
NORWALK, IOWA 50263

**LEGAL DESCRIPTION:**  
THE NE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5th PM EXCEPT THOSE PORTIONS PLATTED AS ORCHARD HILLS PLAT 1, ORCHARD HILLS PLAT 2, ORCHARD HILLS PLAT 3, ORCHARD HILLS PLAT 4, ORCHARD HILLS PLAT 5, ORCHARD HILLS PLAT 6, ORCHARD HILLS PLAT 7, ORCHARD HILLS PLAT 8, ORCHARD HILLS PLAT 9, ORCHARD HILLS PLAT 10, ORCHARD HILLS PLAT 11, ORCHARD HILLS PLAT 12, PAGE 6 OF T-25, CITY OF NORWALK, MARIEN COUNTY, IOWA.

**AND**

THE SE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5th PM EXCEPT THOSE PORTIONS PLATTED AS ORCHARD TRAIL PLAT 1 AND EXCEPT ORCHARD PARK

**AND**

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

**AND**

SAID PROPERTY CONTAINS 42.1157 ACRES MORE OR LESS.

**ZONING:**  
ORCHARD HILLS PUD. - EAST OF ORCHARD HILLS DRIVE  
ORCHARD VIEW PUD. - WEST OF ORCHARD HILLS DRIVE

**NOTES:**  
1. CONSERVATION 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)

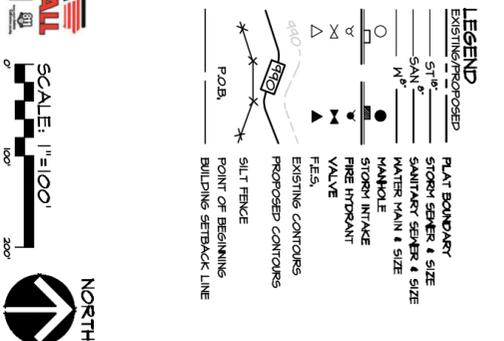
**UTILITIES:**  
CITY OF NORWALK WATER WORKS  
CITY OF NORWALK SANITARY SEWER SYSTEM  
CITY OF NORWALK STORM SEWER SYSTEM

**BENCHMARKS**  
R.R. SPIKE IN POWER POLE 49 FEET SOUTH OF CENTRAL LINE OF NORTH AVENUE AND 115 FEET EAST OF CENTRAL LINE OF ASPEN DRIVE. ELEVATION: -427.45

BRASS PLUG IN HEADWALL OF REINFORCED BOX CULVERT AT NORTHWEST CORNER OF INTERSECTION OF IOWA HIGHWAY 28 AND ELM AVENUE. ELEVATION: -874.80

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



**IOWA ONE CALL**  
1.800.282.6899

SCALE: 1" = 100'

NORTH

**NORWALK ORCHARD VIEW**  
NORWALK, IA

**NEIGHBORHOOD SKETCH PLAN**

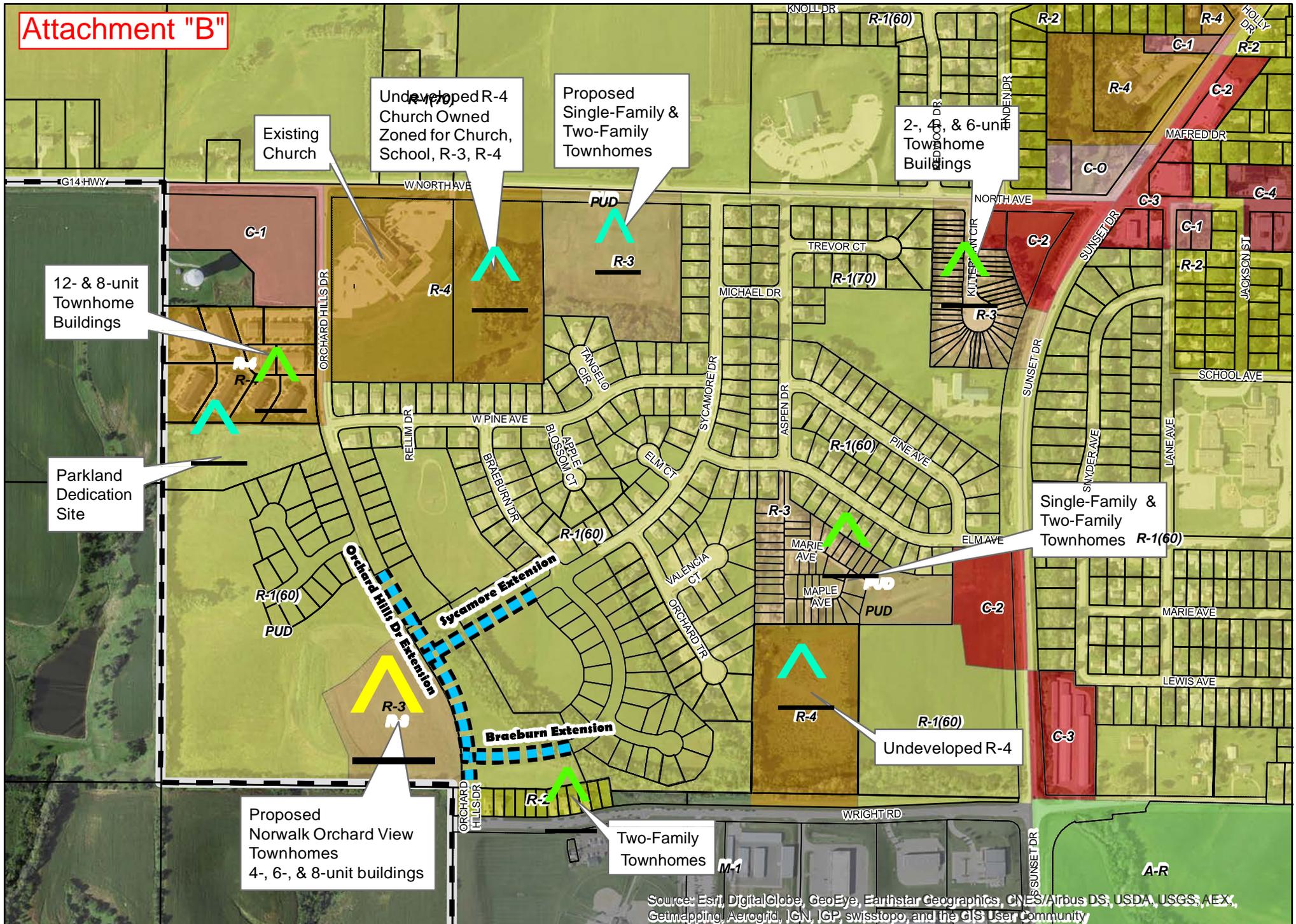
DATE:	12-04-2015	REVISIONS	COMMENTS
1		04/26/2016	
2		06/28/2016	
3			
4			
5			
6			
7			
8			
9			

DATE OF SURVEY: \_\_\_\_\_  
DESIGNED BY: MMH  
DRAWN BY: MMH

**CEC** Civil Engineering Consultants, Inc.

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

**Attachment "B"**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEXX, 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)

*TSA's 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
- Facebook 47
- Twitter
- Reddit
- 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.   10  
For Meeting of 08.4.16

**REQUEST:** Consideration of the second and possibly third reading of an ordinance amending parcel 10 to the legacy PUD to designate the site for an assisted living facility.

**MEETING DATE:** August 4, 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: <span style="float: right;">Jean Furler Interim City Manager</span>

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.

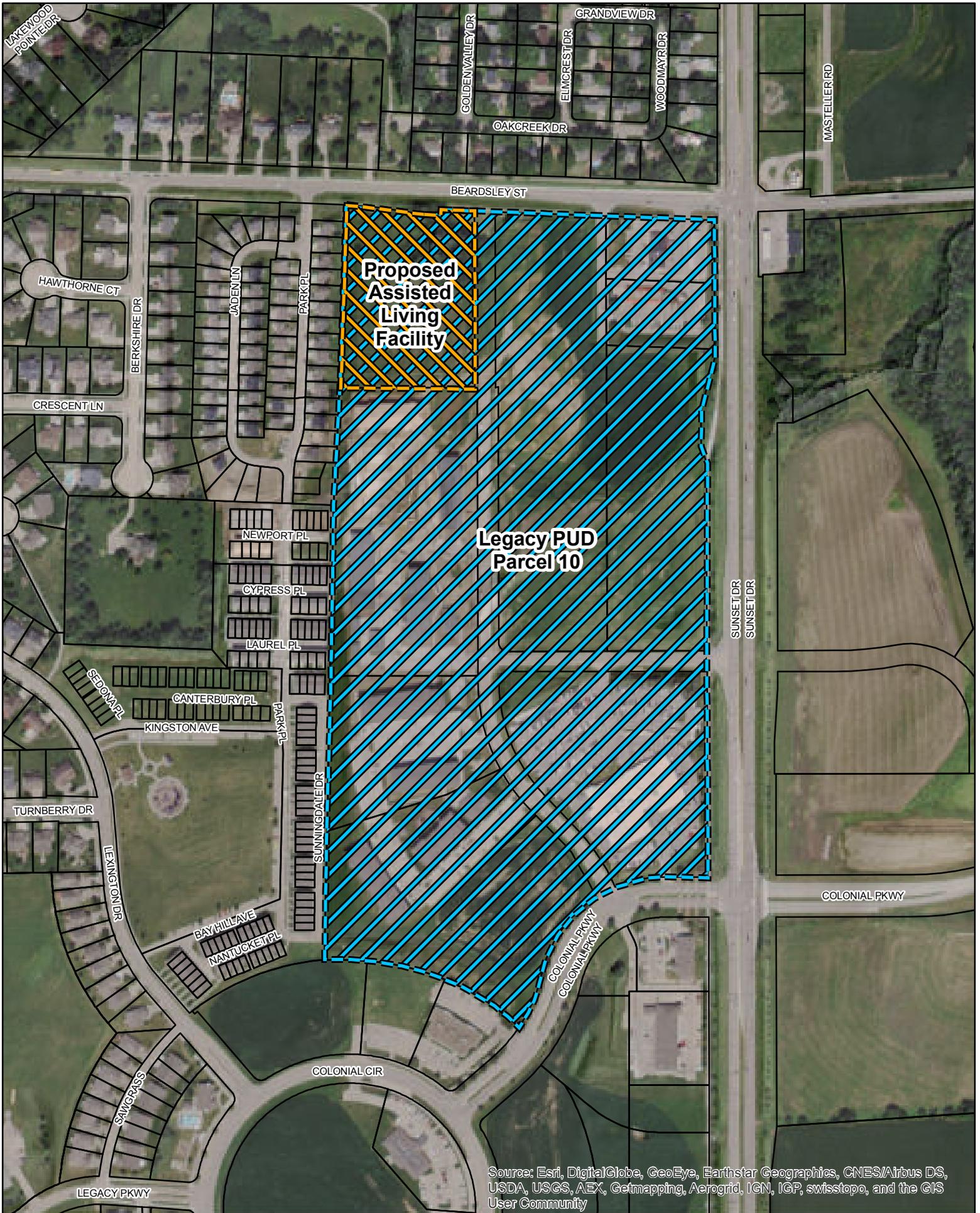
\_\_\_\_\_  
Tom Phillips, Mayor

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	___	___



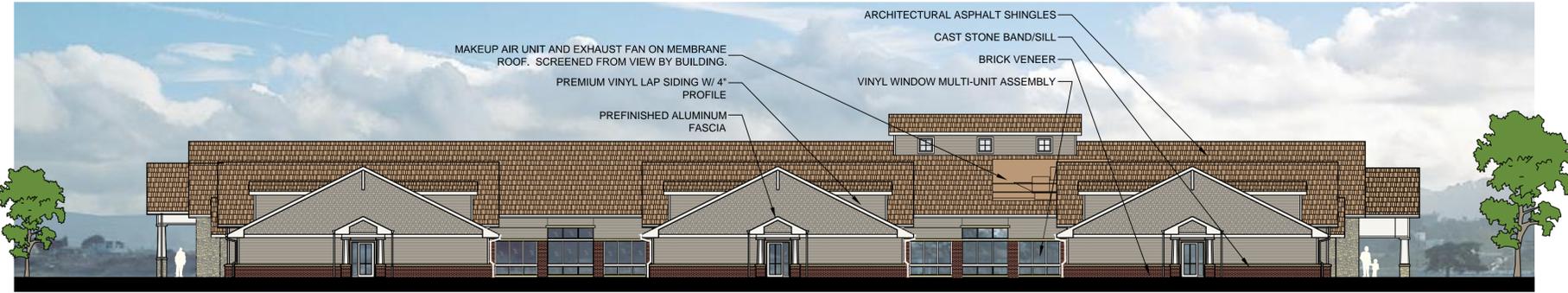
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



**Legacy PUD Amendment Location**



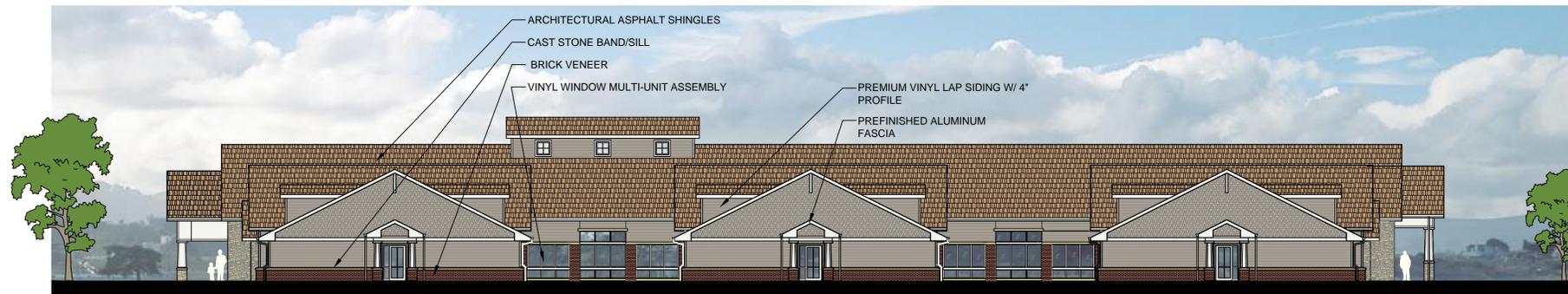




**NORTH ELEVATION**  
1/16" = 1'-0"



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



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



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



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 11  
For Meeting of 08.04.2016

**ITEM TITLE:** Resolution for Consideration Accepting Public Infrastructure for West Grove Villas

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** West Grove Villas contains 34 lots that will be accessed from West North Avenue. The developer's engineer, McClure Engineering has submitted documentation that the improvements have been installed in accordance with the plans and specifications. A site inspection performed on July 25, 2016 found outstanding items yet to be completed. The developer has provided a performance bond for the remaining unfinished items. With the acceptance of these improvements the 4 year maintenance bonds will start. The developer, West Grove Homes L.L.C. is now requesting the City accept the following improvements:

**SANITARY SEWER**

- 1,646' of 8" sanitary sewer main
- 7 manholes

**STORM SEWER**

- 1,767' of various sized storm sewer main
- 4 manholes
- 13 intake structures

**WATER**

- 1,980' of 8" water main
- 8 valves
- 5 fire hydrants

It should be noted that the streets within this "private" subdivision" are not dedicated to the City due to lack of adequate right of way, sidewalk placement, and building set back.

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

**STAFF RECOMMENDATION:** Approval of the resolution.

**RESOLUTION NO**

**RESOLUTION ACCEPTING IMPROVEMENTS  
KNOWN AS WEST GROVE VILLAS**

WHEREAS, the owner/developer West Grove Homes L.L.C. contracted with McClure Engineering to prepare construction plans and specifications for West Grove Villas; and,

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

WHEREAS, McClure Engineering has submitted a letter stating that the work of constructing the sanitary sewer, storm water, and water mains have been completed and substantially complies with the terms, conditions, and stipulations of the plans and specifications; and,

WHEREAS, West Grove Homes L.L.C. desires to dedicate the sanitary sewer, storm water, and water main improvements to the City of Norwalk as public improvements.

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

Passed and approved this 4<sup>th</sup> day of August, 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 08.04.2016

- REQUEST:** Consideration of approval of the Final Plat of **West Grove**
- STAFF CONTACT:** Luke Parris, AICP  
City Planner
- APPLICANT(S):** Hubbell Reality Company  
6900 Westtown Parkway  
West Des Moines, Iowa 50266
- GENERAL DESCRIPTION:** This request would create 12 single family lots and 22 bi-attached townhome lots in Parcel 4 of the Orchard Hills PUD.
- IMPACT ON NEIGHBORHOOD:** The request would a medium density multi-family parcel in the Orchard Hills PUD area. The development itself only connects to North Avenue and does not have direct connection to the neighboring single-family development. The proposal includes single family lots along the perimeter of the development that share a boundary with the existing single family development. The bi-attached units are internal to the development and located along the western boundary of the plat.
- VEHICULAR & PEDESTRIAN TRAFFIC:** The request would not appear to have a negative impact on traffic conditions. Two access points to North Avenue are provided for adequate traffic circulation. Streets are 26' wide and exceed the City standard for private streets.
- TRAIL PLAN:** There are sidewalks within the subdivision and a proposed 8' trail along North Avenue (G14). The trail along North Avenue would be built with the infrastructure for the plat. The trail will connect to existing trail to the east and a planned future trail to the west along North Avenue.
- ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:** The site zoned as Parcel 4 of the Orchard Hills PUD, which allowed for R-3 uses or a cluster development. Adjacent property is zoned in the Orchard Hills PUD as R-1.

<b>BULK REGULATIONS:</b>	25' setback from private street, 15' side setback (minimum 7' on one side), 30' rear yard setback.
<b>DRAINAGE:</b>	<p>Drainage on the site is through rear yard drainage swales and a private storm sewer system. Storm water from the streets is collected in the private storm sewer system and outlet into a detention basin in the southeastern corner of the development.</p> <p>Rear yard drainage from the internal bi-attached lots collected into the storm sewer system and discharged at the detention basin.</p> <p>Rear yard drainage from the bi-attached lots to the west drains through the rear of the yards into a natural drainage way that ultimately collects into the southwestern drainage basin.</p> <p>Rear yard drainage from the single family lots to the east drains through the rear of the yards into a natural drainage way that ultimately collects into the southwestern drainage basin. Home owners directly to the east have experience drainage in the past, the creation of this rear yard swale should help alleviate some of these home owners problems.</p>
<b>DEVELOPMENT HISTORY:</b>	The Legacy PUD was approved on June 3, 2004 and the preliminary plat was approved on November 19, 2015.
<b>FLOODPLAIN:</b>	None of the proposed lots are located within a floodplain.
<b>PARKLAND:</b>	The developer has met the parkland dedication which was satisfied through the PUD master planning phase.
<b>UTILITIES: WATER, SANITARY SEWER, STORM SEWER.</b>	<ul style="list-style-type: none"> <li>• The final plat shows 25' front setback on all lots.</li> <li>• The final plat shows a 30' rear setback on all lots.</li> <li>• A 7.5' side setback for all lots, 15' with both sides.</li> <li>• 26' private streets</li> <li>• 25' rear yard drainage easements along lots 1-7 and lots 13-20.</li> <li>• 20' rear yard drainage easements on lots 21-34.</li> <li>• A private overland flowage easement at the rear of lots 8-12.</li> <li>• 15' storm sewer easement along lots 8, 21-24 and 27-34.</li> <li>• 25' storm sewer easement along lots 25-26.</li> <li>• 15' water main easement along lots 1-20.</li> </ul>
<b>RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:</b>	The Future Land Use Map designates the area in question as High Density Residential. The Comprehensive Plan identifies single-family and two-family homes as a typical use in both categories. This request would be in compliance with such designation.
<b>STAFF ANALYSIS – ZONING ORDINANCE:</b>	The Final Plat consists of 34 lots, containing approximately 7.9 acres of land, south of North Avenue and west of Sycamore Drive. The area is being developed according to the Orchard Hills PUD requirements for Parcel 4. Setbacks for the single family lots are 25'

off of the private street and 15' between buildings. Setbacks for the bi-attached lots are 25' off of the private street, 15' between buildings, and 0' for each bi-attached structure. Rear setbacks for all lots are 30 feet.

**STAFF ANALYSIS –  
SUBDIVISION  
ORDINANCE:**

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.

The applicant will need to submit all other required documents prior to release of the final plat for recording.

**PLANNING & ZONING  
RECOMMENDATION:**

Therefore, the Planning & Zoning Commission recommends that the request for the Final Plat of West Grove Villas be approved with the following conditions:

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

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

**RESOLUTION NO**

**A RESOLUTION APPROVING THE WEST GROVE – FINAL PLAT**

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

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

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

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

PASSED AND APPROVED this 4th day of August, 2016.

\_\_\_\_\_  
Tom Phillips - Mayor

ATTEST:

\_\_\_\_\_  
JODI EDDLEMAN, CITY CLERK

ROLL CALL VOTE:            Aye            Nay

Kuhl	___	___
Lester	___	___
Isley	___	___
Riva	___	___
Livingston	___	___

# WEST GROVE VILLAS PLAT 1 NORWALK, IA

### OWNER/APPLICANT:

WEST GROVE HOMES, LLC  
C/O HUBBEL REALTY COMPANY  
6900 WESTOWN PARKWAY  
WEST DES MOINES, IA 50266  
(515) 243-3228  
JOE.PIETRUSZYNSKI@HUBBELLREALTY.COM  
ATTN: JOE PIETRUSZYNSKI

### ENGINEER:

MCCLURE ENGINEERING  
1360 NW 121ST STREET  
CLIVE, IOWA 50325  
(515) 964-1229  
BBROCKMAN@MECRESULTS.COM  
ATTN: BRAD BROCKMAN

### LEGAL DESCRIPTION:

ALL OF LOT 4 IN ORCHARD HILLS PLAT 1, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF NORWALK, WARREN COUNTY, IOWA. DESCRIBED AREA CONTAINS 7.91 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

### NOTES:

- 1) STRUCTURES AND FENCES SHALL NOT BE LOCATED IN THE OVERLAND FLOWAGE EASEMENTS & SURFACE WATER FLOWAGE EASEMENTS.
- 2) ALL OF OUTLOT Z TO BE ENCUMBERED BY A STORM WATER DETENTION BASIN EASEMENT.

### ZONING:

PARCEL 4 OF THE ORCHARD HILLS PLANNED UNIT DEVELOPMENT - R-3 MEDIUM DENSITY RESIDENTIAL

### UTILITIES:

WATER - NORWALK WATER SYSTEM  
SANITARY SEWER - NORWALK SANITARY SEWER SYSTEM

### SETBACK SUMMARY:

FRONT = 25'  
SIDE = 5' MINIMUM  
REAR = 30'

### GENERAL LEGEND

- BOUNDARY LINE
- - - SECTION LINE
- PROPERTY LINE
- - - EXIST PROPERTY LINE
- - - EASEMENT LINE (TYPE AS NOTED)

#### CORNERS FOUND:

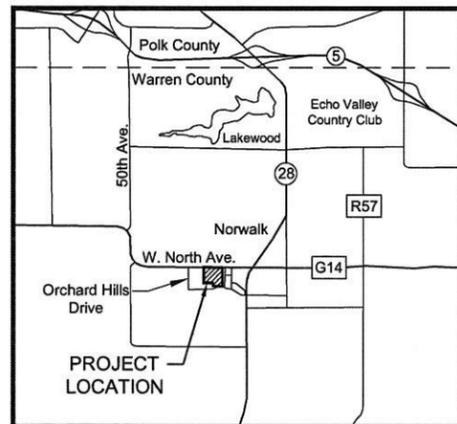
- ▲ - SECTION CORNER (TYPE AS NOTED)
- - BOUNDARY CORNER; FOUND 5/8" REBAR W/YPC 7844 (UNLESS NOTED OTHERWISE)

#### CORNERS SET:

- - BOUNDARY CORNER 1/2" REBAR OPC #19828
- △ - SECTION CORNER 1/2" REBAR OPC #19828

#### ABBREVIATIONS:

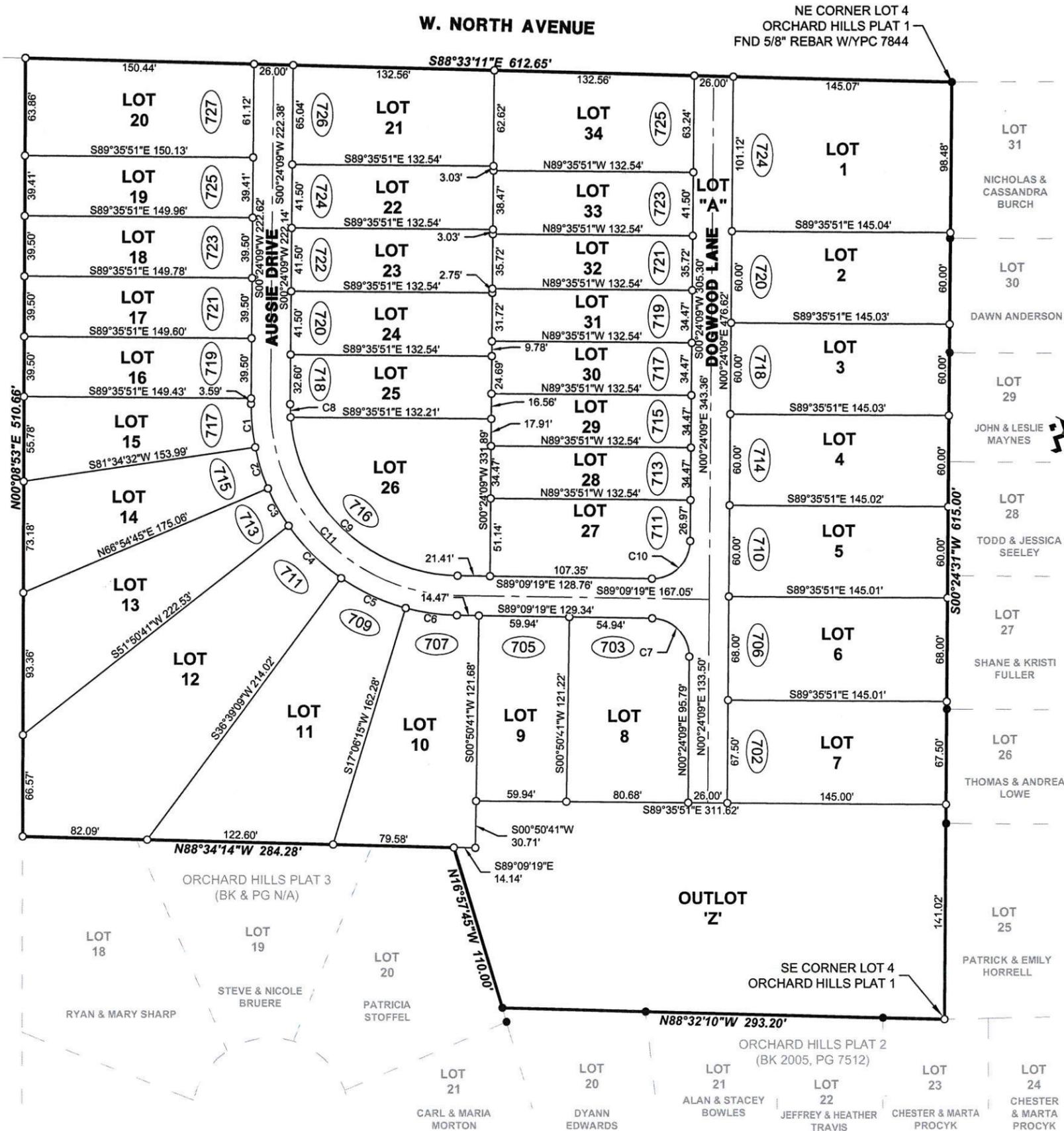
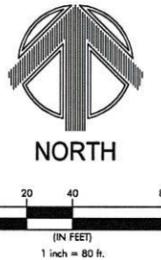
- ROW - RIGHT-OF-WAY
- BK, PG - BOOK AND PAGE
- (M) - MEASURED DISTANCE/ANGLE
- (R) - RECORD DISTANCE/ANGLE
- PUE - PUBLIC UTILITY EASEMENT
- YPC - YELLOW PLASTIC CAP
- OPC - ORANGE PLASTIC CAP
- POB - POINT OF BEGINNING



Curve #	Length	Radius	Delta	Chd B	Chd L
C1	28.76	138.00	11°56'32"	S05°34'07"E	28.71
C2	28.45	138.00	11°48'47"	S17°26'47"E	28.40
C3	28.15	138.00	11°41'12"	S29°11'47"E	28.10
C4	49.10	138.00	20°23'03"	S45°13'55"E	48.84
C5	47.08	138.00	19°32'54"	S65°11'53"E	46.86
C6	34.16	138.00	14°10'59"	S82°03'50"E	34.07
C7	39.08	25.00	89°33'28"	N44°22'35"W	35.22
C8	8.65	112.00	4°25'32"	S01°48'37"E	8.65
C9	166.41	112.00	85°07'56"	S46°35'21"E	151.52
C10	39.46	25.00	90°26'32"	N45°37'25"E	35.49
C11	195.38	125.00	89°33'28"	S44°22'35"E	176.09

ORCHARD HILLS PLAT 1 LOT 3 (BK 2005, PG 8489)

ST. JOHN'S CHURCH OF CUMMING ST. JOHN'S PARISH (BK 2003, PG 13415)

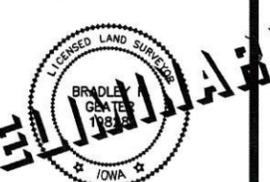


building strong communities.

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

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

COPYRIGHT:  
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.



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

DATE  
BRADLEY R. GEATER, PLS  
NO. 19828

MY LICENSE RENEWAL DATE IS  
DECEMBER 31, 2017

PAGES OR SHEETS COVERED BY  
THIS SEAL:  
TWO PAGES

WEST GROVE VILLAS  
PLAT 1  
FINAL PLAT  
NORWALK, IA  
20215018  
05/13/2016

REVISIONS  
.....  
.....  
.....

ENGINEER  
B. BROCKMAN  
DRAWN BY  
C. CARLETON  
CHECKED BY  
B. GEATER  
FIELD BOOK NO.  
.....  
DRAWING NO.  
FP-01  
SHEET NO.  
01/02

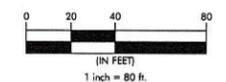
NOTICE:  
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

COPYRIGHT:  
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.

**PRELIMINARY**



NORTH



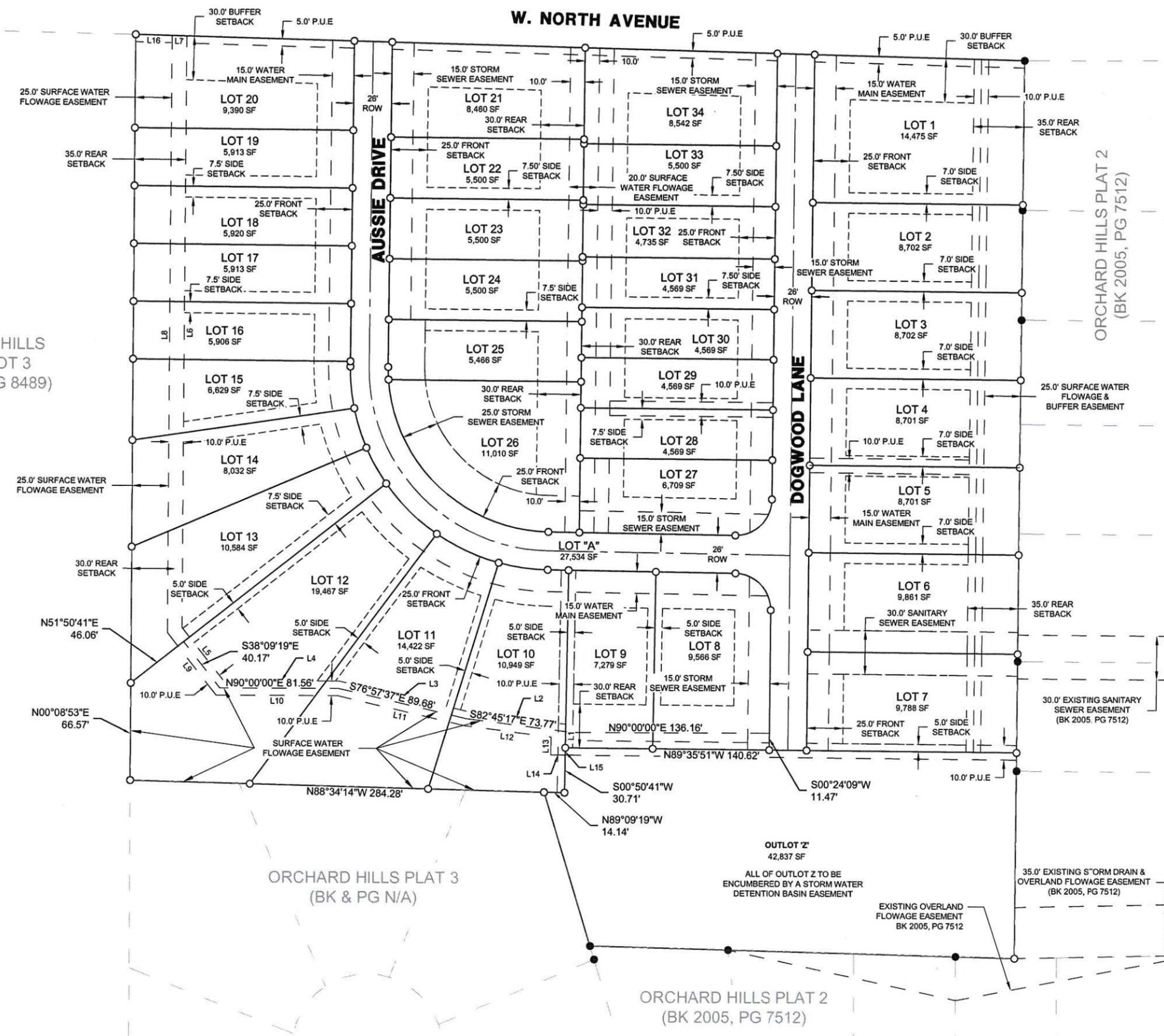
WEST GROVE VILLAS  
PLAT 1  
FINAL PLAT  
NORWALK, IA  
20215018  
05/13/2016

REVISIONS

ENGINEER: B. BROCKMAN  
DRAWN BY: C. CARLETON

CHECKED BY: B. GEATER  
FIELD BOOK NO.:

DRAWING NO.: FP-01  
SHEET NO.: 02/02



Line Table		
Line #	Direction	Length
L1	N00°50'41"E	16.07
L2	N82°45'17"W	68.55
L3	N76°57'37"W	89.99
L4	N90°00'00"W	79.70
L5	N38°09'19"W	45.92
L6	N00°08'53"E	405.24
L7	N88°33'11"W	10.00
L8	S00°08'53"W	408.94
L9	S38°09'19"E	54.25
L10	N90°00'00"E	83.42
L11	S76°57'37"E	89.36
L12	S82°45'17"E	60.12
L13	S00°50'41"W	12.21
L14	S89°35'51"E	10.00
L15	N00°50'41"E	5.00
L16	N88°33'11"W	25.01

ORCHARD HILLS  
PLAT 1 LOT 3  
(BK 2005, PG 8489)

ORCHARD HILLS PLAT 3  
(BK & PG N/A)

ORCHARD HILLS PLAT 2  
(BK 2005, PG 7512)

**GENERAL LEGEND**

- BOUNDARY LINE
  - - - SECTION LINE
  - PROPERTY LINE
  - - - EXIST PROPERTY LINE
  - - - EASEMENT LINE (TYPE AS NOTED)
- CORNERS FOUND:
- ▲ - SECTION CORNER (TYPE AS NOTED)
  - - BOUNDARY CORNER; FOUND 5/8" REBAR W/YPC 7844 (UNLESS NOTED OTHERWISE)
- CORNERS SET:
- - BOUNDARY CORNER 1/2" REBAR OPC #19828
  - △ - SECTION CORNER 1/2" REBAR OPC #19828
- ABBREVIATIONS:
- ROW - RIGHT-OF-WAY
  - BK, PG - BOOK AND PAGE
  - (M) - MEASURED DISTANCE/ANGLE
  - (R) - RECORD DISTANCE/ANGLE
  - PUE - PUBLIC UTILITY EASEMENT
  - YPC - YELLOW PLASTIC CAP
  - OPC - ORANGE PLASTIC CAP
  - POB - POINT OF BEGINNING



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No 13  
For Meeting of 08.04.2016

**ITEM TITLE:** Resolution for Consideration Accepting Public Infrastructure for Legacy Plat 19 Development

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** Legacy Plat 19 contains 48 lots that will be accessed from West High Road. The developer's engineer, McClure Engineering has submitted documentation that the improvements have been installed in accordance with the plans and specifications. A site inspection performed on July 25, 2016 found minor items yet to be completed. The developer has provided the performance bond for the outstanding items identified. With the acceptance of these improvements the 4 year maintenance bond clock will start. The developer, Hubble Realty Co. is now requesting the City accept the following improvements:

**SANITARY SEWER**

- 2,402' of 8" sanitary sewer main
- 6 manholes

**STORM SEWER**

- 2473' of various sized storm sewer main
- 5 manholes
- 18 intake structures

**WATER**

- 2,545' of 8" water main
- 16 valves
- 6 fire hydrants

**STREETS**

- 2,545' of 8" water main
- 16 valves
- 6 fire hydrants

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

**STAFF RECOMMENDATION:** Approval of the resolution.

**RESOLUTION NO**

**RESOLUTION ACCEPTING IMPROVEMENTS  
KNOWN AS LEGACY PLAT 19**

WHEREAS, the owner/developer Hubbell Realty Co. contracted with McClure Engineering to prepare construction plans and specifications for Legacy Plat 19; and,

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

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

WHEREAS, Hubble Realty Co. desires to dedicate the sanitary sewer, storm water, streets, and water main improvements to the City of Norwalk as public improvements.

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

Passed and approved this 4<sup>th</sup> day of August, 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 08.04.2016

- REQUEST:** Consideration of approval of the Final Plat of **Legacy 19**
- STAFF CONTACT:** Luke Parris, AICP  
City Planner
- APPLICANT(S):** Hubbell Reality Company  
6900 Westtown Parkway  
West Des Moines, Iowa 50266
- GENERAL DESCRIPTION:** This request would create 48 single family lots in the Legacy Plat 19 development, part of the Legacy PUD.
- IMPACT ON NEIGHBORHOOD:** The request would not appear to have a negative impact.
- VEHICULAR & PEDESTRIAN TRAFFIC:** The request would not appear to have a negative impact on traffic conditions. This development is west of Legacy Plat 17 & 18 and connects to West High Road. A stub street is provided for connection to property to the south at Monmouth Road.
- TRAIL PLAN:** This plat will include the continuation of an 8' trail along the south side of West High Road. This plat will complete the trail through the Legacy development.
- ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:** The site is zoned as Parcel 19 of the Legacy PUD, which allows for R-1(60) uses. Legacy Golf Course is to the north. Platted R-1(60) is to the east with undeveloped R-1(70) to the south and undeveloped R-1(80) to the west.
- BULK REGULATIONS:** Bulk Regulations: 30' front setback, 15' side setback (minimum 7' on one side), 35' rear yard setback.
- DRAINAGE:** The storm water from this development drains onto the golf course where it continues along drainage easements to the retention pond on the golf course. This pond was enlarged by Hubbell to accommodate the storm water from these new residential developments.

**DEVELOPMENT HISTORY:** The Legacy PUD was approved on May 17, 2001 and the preliminary plat was approved on February 5, 2015.

**FLOODPLAIN:** None of the proposed lots are located within a floodplain.

**PARKLAND:** The developer has met the parkland dedication which was satisfied through the PUD master planning phase.

**UTILITIES: WATER,  
SANITARY SEWER, STORM  
SEWER.**

- The final plat shows a 30' front setback on all lots.
- The final plat shows a 35' rear setback on all lots.
- A proposed 10' PUE's & snow easement run the front of all lots.
- A proposed 10' PUE's & snow easement are on the side of lots 21 and 36.
- A proposed 30' sanitary sewer easement is located in between and the front of lots 42 & 43, and behind lot 43.
- A proposed 15' sanitary sewer easement is located on the front lot lines of lots 21-28.
- A proposed 25' storm sewer easement is located on the east lot line of lot 13.
- A proposed 20' rear yard drainage easement is located on the back of lots 37-48.
- A proposed 5' trail easement is located in the front of lots 1-20.
- A 7.5' side setback for all lots.
- A 15' rear yard drainage easement on lots 1-20.
- A proposed 20' utility maintenance easement between the east side of lot 13 and the west side of lot 12.
- A proposed 40' storm sewer easement between lots 7 & 8.

**RELATIONSHIP TO  
COMPREHENSIVE LAND  
USE PLAN:**

The Future Land Use Map designates the area in question as Medium Density Residential. This request would be in compliance with such designation.

**STAFF ANALYSIS –  
ZONING ORDINANCE:**

The Final Plat consists of 48 single family lots, containing approximately 16.58 acres of land, west of Legacy Plat 17 & 18. The setbacks, identified in the PUD, are 30' front yard, 7.5' side yard, and 35' rear yard.

Streets shown will be dedicated to the City for street use upon approval of the Final Plat. The streets have been named West High Road, Monmouth Road, and Bentley Court. West High Road is a continuation the road in Legacy Plat 17 & 18. Bentley Court and Monmouth Road are new street names that do not conflict with other street names in the community. The designated street right-of-ways are 60 feet with 31' wide streets.

**STAFF ANALYSIS –  
SUBDIVISION  
ORDINANCE:**

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.

The applicant will need to submit all other required documents prior to release of the final plat for recording.

**PLANNING & ZONING  
RECOMMENDATION:**

Therefore, the Planning & Zoning Commission recommends that the request for the Final Plat of Legacy Plat 19 be approved with the following conditions:

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

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

**RESOLUTION NO**

**A RESOLUTION APPROVING THE LEGACY PLAT 19 – FINAL PLAT**

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Final Plat for the Legacy Plat 19 as described and shown in Attachment "A" attached hereto and made a part thereof by reference.

PASSED AND APPROVED this 4th day of August, 2016.

\_\_\_\_\_  
Tom Phillips - Mayor

ATTEST:

\_\_\_\_\_  
JODI EDDLEMAN, CITY CLERK

ROLL CALL VOTE:            Aye            Nay

Kuhl	—	—
Lester	—	—
Isley	—	—
Riva	—	—
Livingston	—	—

# THE LEGACY PLAT 19 NORWALK, IA

PREPARED BY & RETURNED TO: BRADLEY R. GEATER, PLS, MCCLURE ENGINEERING, 1360 NW 121ST STREET, CLIVE, IOWA 50325, 515-964-1229

**OWNERS:**

H-CM LLC  
6900 WESTOWN PARKWAY  
WEST DES MOINES, IA 50266  
(515)-243-3228  
JOE.PIETRUSZYNSKI@HUBBELLREALTY.COM  
ATTN: JOE PIETRUSZYNSKI

**UTILITIES:**

GAS: MIDAMERICAN  
ELECTRIC: MIDAMERICAN  
TELEPHONE: CENTURYLINK  
WATER: NORWALK WATER SYSTEM  
SANITARY: NORWALK SANITARY SEWER SYSTEM

**ENGINEER:**

MCCLURE ENGINEERING  
1360 NW 121ST STREET  
CLIVE, IA 50325  
(515) 964-1229  
BBROCKMAN@MECRESULTS.COM  
ATTN: BRAD BROCKMAN

**SETBACK SUMMARY:**

FRONT=30'  
SIDE=7' MINIMUM/15' TOTAL  
REAR=35'

**ZONING:**

R-1-SINGLE FAMILY RESIDENTIAL

**GENERAL NOTES:**

- LOT A TO BE DEDICATED TO THE CITY OF NORWALK FOR USE AS PUBLIC RIGHT-OF-WAY
- ANY PUE IS SUBORDINATE TO THE CITY'S USE OF ITS DESIGNATED EASEMENTS AND ANY USER OF THE PUBLIC UTILITY MUST RELOCATE ITS FACILITIES AT NO COST TO THE CITY WHEN THE USE OF THE PUE IS IN CONFLICT WITH THE CITY'S USE OF ITS DESIGNATED EASEMENTS

**GENERAL LEGEND**

- BOUNDARY LINE
- EXIST PROPERTY LINE
- SECTION LINE
- FIELD FENCE

**CORNERS FOUND:**

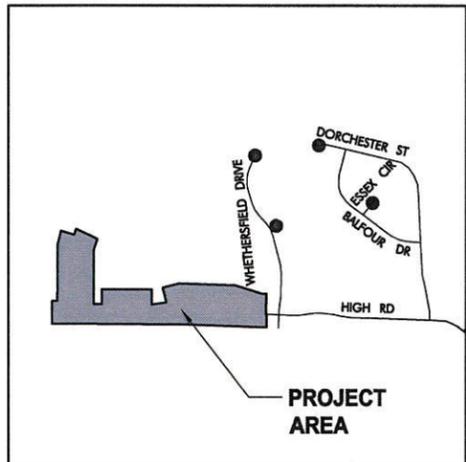
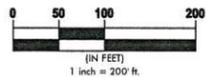
- SECTION CORNER (FOUND 1/2" REBAR)
- FOUND IRON ROD WITH CAP 19828 (UNLESS NOTED OTHERWISE)

**CORNERS SET:**

- BOUNDARY CORNER 1/2" REBAR OPC #19828
- SECTION CORNER 1/2" REBAR OPC #19828

**ABBREVIATIONS:**

- ROW - RIGHT-OF-WAY
- BK, PG - BOOK AND PAGE
- (M) - MEASURED DISTANCE/ANGLE
- (R) - RECORD DISTANCE/ANGLE
- PUE - PUBLIC UTILITY EASEMENT
- YPC - YELLOW PLASTIC CAP
- OPC - ORANGE PLASTIC CAP
- POB - POINT OF BEGINNING



VICINITY MAP- NTS

THE LEGACY 18 LOT INFO	
LOT #	OWNER INFO
6	GRAYHAWK HOMES OF IOWA INC BK 2015, PG 10190
7	H-CM LLC BK 2001, PG 6164

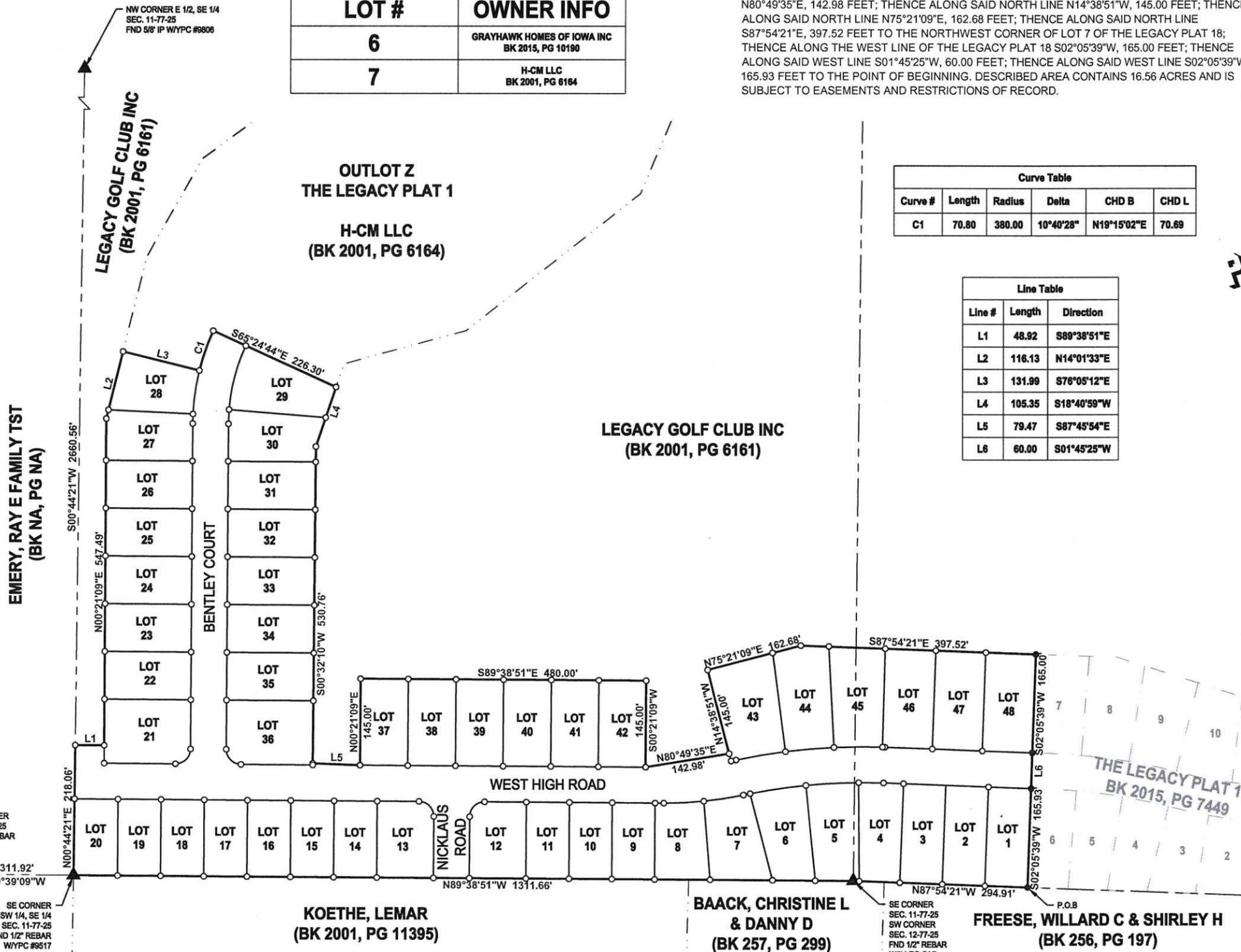
**LEGAL DESCRIPTION:**

BEING A PART OF OUTLOT Z OF THE LEGACY PLAT 1, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF NORWALK, WARREN COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF THE LEGACY PLAT 18, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF NORWALK, WARREN COUNTY, IOWA; THENCE ALONG THE SOUTH LINE OF SAID OUTLOT Z N87°54'21"W, 294.91 FEET; THENCE ALONG SAID SOUTH LINE N89°38'51"W, 1311.66 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT Z; THENCE ALONG THE WEST LINE OF SAID OUTLOT Z N00°44'21"E, 218.06 FEET; THENCE ALONG SAID WEST LINE S89°38'51"E, 48.92 FEET; THENCE ALONG SAID WEST LINE N00°21'09"E, 547.49 FEET; THENCE ALONG SAID WEST LINE N14°01'33"E, 116.13 FEET; THENCE DEPARTING SAID WEST LINE S76°05'12"E, 131.99 FEET; THENCE 70.80 FEET ALONG A 380.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, CHORD BEARING N19°15'02"E, 70.69 FEET; THENCE S65°24'44"E, 226.30 FEET TO A POINT OF THE NORTH LINE OF SAID OUTLOT Z; THENCE ALONG SAID NORTH LINE S18°40'59"W, 105.35 FEET; THENCE ALONG SAID NORTH LINE S00°32'10"W, 530.76 FEET; THENCE ALONG SAID NORTH LINE S87°45'54"E, 79.47 FEET; THENCE ALONG SAID NORTH LINE N00°21'09"E, 145.00 FEET; THENCE ALONG SAID NORTH LINE S89°38'51"E, 480.00 FEET; THENCE ALONG SAID NORTH LINE S00°21'09"W, 145.00 FEET; THENCE ALONG SAID NORTH LINE N80°49'35"E, 142.98 FEET; THENCE ALONG SAID NORTH LINE N14°38'51"W, 145.00 FEET; THENCE ALONG SAID NORTH LINE N75°21'09"E, 162.68 FEET; THENCE ALONG SAID NORTH LINE S87°54'21"E, 397.52 FEET TO THE NORTHWEST CORNER OF LOT 7 OF THE LEGACY PLAT 18; THENCE ALONG THE WEST LINE OF THE LEGACY PLAT 18 S02°05'39"W, 165.00 FEET; THENCE ALONG SAID WEST LINE S01°45'25"W, 60.00 FEET; THENCE ALONG SAID WEST LINE S02°05'39"W, 165.93 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 16.56 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	70.80	380.00	10°40'28"	N19°15'02"E	70.69

Line Table		
Line #	Length	Direction
L1	48.92	S89°38'51"E
L2	116.13	N14°01'33"E
L3	131.99	S76°05'12"E
L4	105.35	S18°40'59"W
L5	79.47	S87°45'54"E
L6	60.00	S01°45'25"W

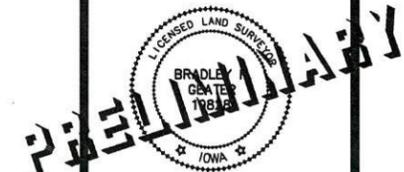


building strong communities.

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

NOTICE:  
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

COPYRIGHT:  
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.



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

DATE:  
BRADLEY R. GEATER, PLS  
NO. 19828

MY LICENSE RENEWAL DATE IS  
DECEMBER 31, 2017

PAGES OR SHEETS COVERED BY  
THIS SEAL:

- FP-19 SHEET 1
- FP-19 SHEET 2
- FP-19 SHEET 3

THE LEGACY  
FINAL PLAT 19

NORWALK, IA  
2213025  
1/27/2016

REVISIONS

ENGINEER: B. BROCKMAN  
DRAWN BY: C. CARLETON

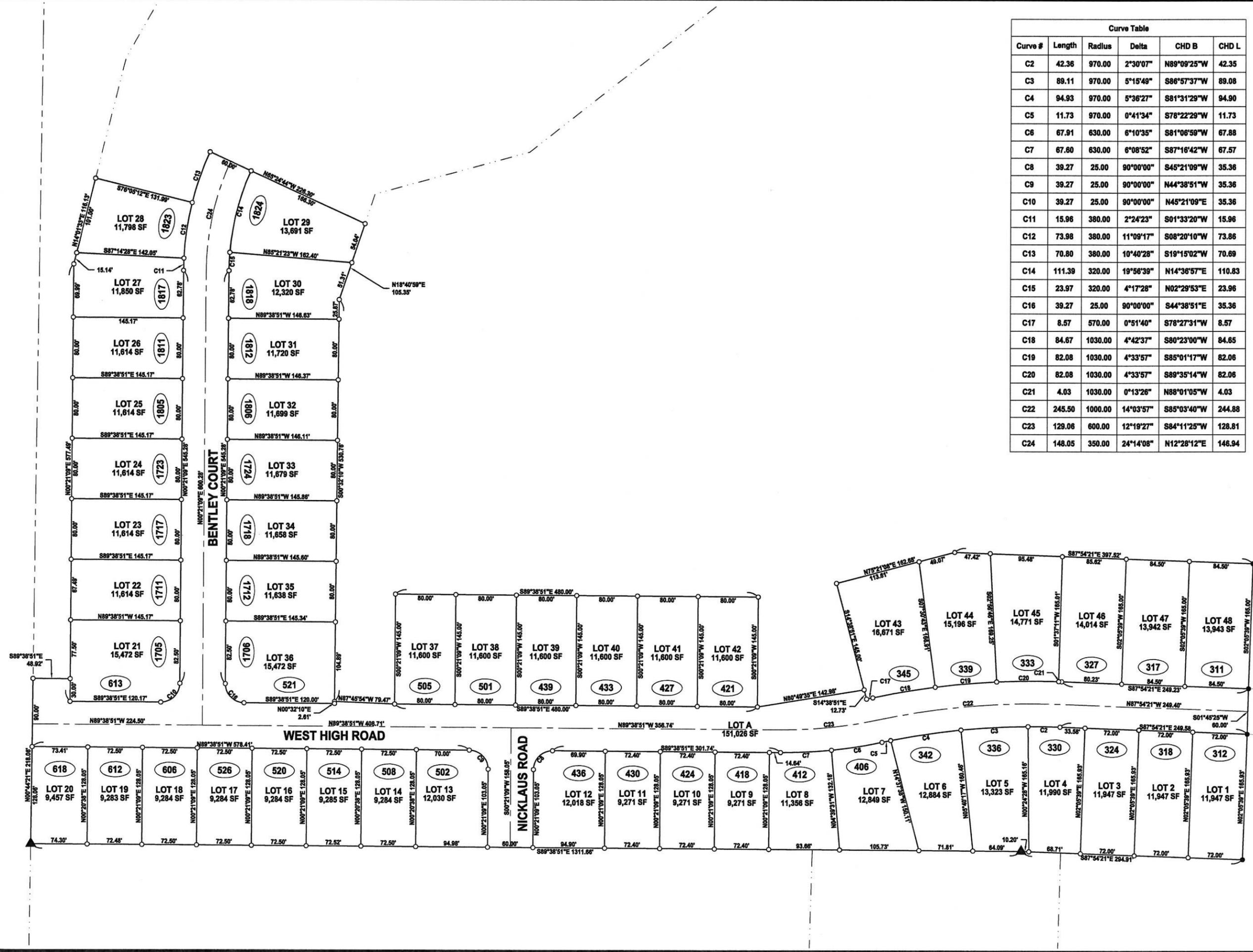
CHECKED BY: B. GEATER  
FIELD BOOK NO.:

DRAWING NO.: FP-19  
SHEET NO.: 01/03

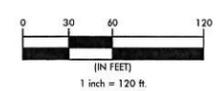
NOTICE:  
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

COPYRIGHT:  
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C2	42.36	970.00	2°30'07"	N89°09'25"W	42.35
C3	89.11	970.00	5°15'49"	S86°57'37"W	89.08
C4	94.93	970.00	5°36'27"	S81°31'29"W	94.90
C5	11.73	970.00	0°41'34"	S78°22'29"W	11.73
C6	67.91	630.00	6°10'35"	S81°06'59"W	67.88
C7	67.60	630.00	6°08'52"	S87°16'42"W	67.57
C8	39.27	25.00	90°00'00"	S45°21'09"W	35.36
C9	39.27	25.00	90°00'00"	N44°38'51"W	35.36
C10	39.27	25.00	90°00'00"	N45°21'09"E	35.36
C11	15.96	380.00	2°24'23"	S01°33'20"W	15.96
C12	73.98	380.00	11°09'17"	S08°20'10"W	73.86
C13	70.80	380.00	10°40'28"	S19°15'02"W	70.69
C14	111.39	320.00	19°56'39"	N14°36'57"E	110.83
C15	23.97	320.00	4°17'28"	N02°29'53"E	23.96
C16	39.27	25.00	90°00'00"	S44°38'51"E	35.36
C17	8.57	570.00	0°51'40"	S78°27'31"W	8.57
C18	84.67	1030.00	4°42'37"	S80°23'00"W	84.65
C19	82.08	1030.00	4°33'57"	S85°01'17"W	82.06
C20	82.08	1030.00	4°33'57"	S89°35'14"W	82.06
C21	4.03	1030.00	0°13'26"	N88°01'05"W	4.03
C22	245.50	1000.00	14°03'57"	S85°03'40"W	244.88
C23	129.06	600.00	12°19'27"	S84°11'25"W	128.81
C24	148.05	350.00	24°14'08"	N12°28'12"E	146.94



**PRELIMINARY**



**THE LEGACY  
FINAL PLAT 19**

NORWALK, IA  
2213025  
1/27/2016

REVISIONS

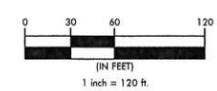
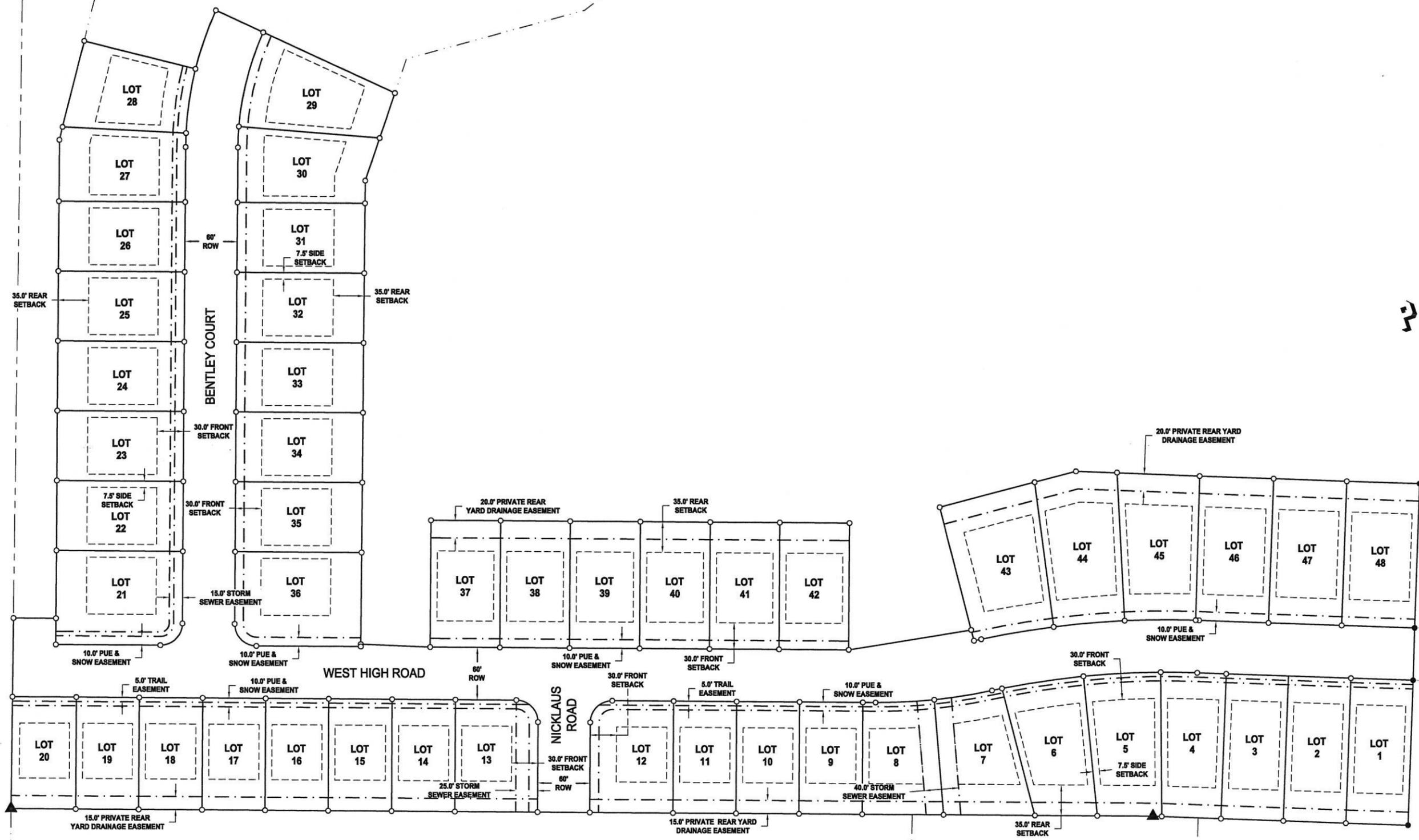
ENGINEER: B. BROCKMAN  
CHECKED BY: B. GEATER  
DRAWING NO: FP-19

DRAWN BY: C. CARLETON  
FIELD BOOK NO: -----  
SHEET NO: 02/03

NOTICE:  
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

COPYRIGHT:  
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.

**PRELIMINARY**



**THE LEGACY  
FINAL PLAT 19**

NORWALK, IA  
2213025  
1/27/2016

REVISIONS

ENGINEER: B. BROCKMAN  
DRAWN BY: C. CARLETON

CHECKED BY: B. GEATER  
FIELD BOOK NO.:

DRAWING NO.: FP-19  
SHEET NO.: 03/03



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 15  
For Meeting of 08.04.2016

**ITEM TITLE:** Resolution for Consideration Accepting Public Infrastructure for Timber View Plat 1

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** Timber View Plat 1 contains 61lots that will be accessed from West North Avenue (G-14). The developer's engineer, Cooper Crawford Associates has submitted documentation that the improvements have been installed in accordance with the plans and specifications. A site inspection performed on July 21, 2016 found only minor items yet to be completed. The contractors have provided the necessary maintenance bonds. With the acceptance of these improvements the 4 year maintenance bond clock will start. The developer, Kruse Development is now requesting the City accept the following improvements:

**SANITARY SEWER**

- 4,708' of 8" sanitary sewer main
- 15 manholes

**STORM SEWER**

- 3,968' of various sized storm sewer main
- 8 manholes
- 26 intake structures

**WATER**

- 3,119' of 8" water main
- 21 valves
- 10 fire hydrants

**STREETS**

- 2,965' of street
- 1 permanent cul de sac, 2 temporary cul-de-sacs

<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 _____</p> <p style="text-align: center;">Jean Furler, Interim City Manager</p>
---

**STAFF RECOMMENDATION:** Approval of the resolution.

**RESOLUTION NO**

**RESOLUTION ACCEPTING IMPROVEMENTS  
KNOWN AS TIMBER VIEW PLAT 1**

WHEREAS, the owner/developer Kruse Development contracted with Cooper Crawford Associates L.L.C. to prepare construction plans and specifications for Timber View Plat 1; and,

WHEREAS, Cooper Crawford Associates L.L.C. is responsible for overseeing all the infrastructure improvements including the installation of the site grading and sub-grade preparation, sanitary sewer, streets, storm water, and water mains; and,

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

WHEREAS, Kruse Development desires to dedicate the sanitary sewer, storm water, streets, and water main improvements to the City of Norwalk as public improvements.

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

Passed and approved this 4<sup>th</sup> day of August, 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. 16  
For Meeting of 08.04.2016

- REQUEST:** Consideration of approval of the Final Plat of *Timber View Plat 1*
- STAFF CONTACT:** Luke Parris, AICP  
City Planner
- APPLICANT(S):** Kruse Construction                      Cooper Crawford & Associates  
2209 Riverwoods Ave 475 S. 50<sup>th</sup> Street, Suite 800  
Des Moines, Iowa 50320                      West Des Moines, Iowa 50265
- GENERAL DESCRIPTION:** This request would create 61 single family lots in the Timber View subdivision.
- IMPACT ON NEIGHBORHOOD:** The request would not appear to have a negative impact on the area.
- VEHICULAR & PEDESTRIAN TRAFFIC:** The development provides access onto Cumming Avenue to the south. The preliminary plat shows eventual access to subdivision to the east, though that area is not part of this final plat.
- TRAIL PLAN:** The subdivision will have standard city sidewalks on both sides of the streets throughout. An 8' trail is shown on the preliminary plat along Cumming Avenue.
- ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:** Lots in this section of Timber View are zoned R-1(70). Later phases of the development property have R-1(80) zoning along the north boundary, but are not part of this request.
- BULK REGULATIONS:** Front Setback: 30'  
Side Setback: Minimum 7' on one side, total of 17'  
Rear Setback: 35'
- DRAINAGE:** The storm water detention pond is provided on Outlot Z. The developed lots drain overland or through the storm sewer system to this pond where the water is detained and released to the northwest.

<b>DEVELOPMENT HISTORY:</b>	This area was farm ground that was annexed into the City in 2005. In the fall of 2015 the land was rezoned to a mix of R-1(70) and R-1(80).
<b>FLOODPLAIN:</b>	None of the proposed lots are located within a floodplain.
<b>PARKLAND:</b>	Parkland dedication for the area is identified in the preliminary plat as a 3.233 acres parkland site that will be dedicated to the City during the next phase of the subdivision.
<b>UTILITIES: WATER, SANITARY SEWER, STORM SEWER.</b>	Adequate easements are provided for the appropriate City services and utilities.
<b>RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:</b>	The Future Land Use Map designates the area in question as Low Density Residential and High Density Residential.
<b>STAFF ANALYSIS – ZONING ORDINANCE:</b>	<p>The Final Plat consists of 61 single family lots, containing approximately 51.374 acres of ground.</p> <p>Streets shown will be dedicated to the City for street use upon approval of the Final Plat. The streets include a continuation of the 31' wide main street named Timberview Drive and 28' wide local streets name Partlow Street, Serenity Circle, and Blooming Heights Drive.</p>
<b>STAFF ANALYSIS – SUBDIVISION ORDINANCE:</b>	<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>
<b>PLANNING &amp; ZONING RECOMMENDATION:</b>	<p>Therefore, the Planning &amp; Zoning Commission recommends that the request for the Final Plat of Timber View Plat 1 be approved with the following conditions:</p> <ul style="list-style-type: none"> <li>• That the applicant provides all supporting documentation required within the Norwalk Subdivision Regulations.</li> <li>• That any significant modifications to the final plat be reviewed and approved by the Planning &amp; Zoning Commission and City Council.</li> </ul>

<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 TIMBER VIEW PLAT 1 – 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 Timber View Plat 1 as described and shown in Attachment "A" attached hereto and made a part thereof by reference.

PASSED AND APPROVED this 4th day of August, 2016.

\_\_\_\_\_  
Tom Phillips - Mayor

ATTEST:

\_\_\_\_\_  
JODI EDDLEMAN, CITY CLERK

ROLL CALL VOTE:            Aye            Nay

Kuhl	___	___
Lester	___	___
Isley	___	___
Riva	___	___
Livingston	___	___

# FINAL PLAT

# TIMBER VIEW

# PLAT 1

Sheet 1 of 3

OWNER/DEVELOPER

KRUSE CONSTRUCTION, LLC  
2209 RIVERWOODS AVENUE  
DES MOINES, IA 50320

ZONING

R-(70) SINGLE FAMILY RESIDENTIAL

BULK REGULATIONS

MIN. LOT AREA-9,750 S.F.

MIN. LOT WIDTH-70'

SETBACKS

FRONT-15'

REAR-35'

SIDE-7' MIN. (17' TOTAL)

LEGAL DESCRIPTION

PARCEL 'G', IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5th P.M. CITY OF NORMAL, WARREN COUNTY, IOWA, RECORDED IN BOOK 2015, PAGE 8029, AT THE WARREN COUNTY RECORDERS' OFFICE, CONTAINING 51,374 ACRES MORE OR LESS.

NOTES

1. THIS PLAT IS IN A WATER AND SANITARY SEWER CONNECTION FEE DISTRICT.
2. ANY P.U.E. IS SUBORDINATE TO THE CITY'S USE OF ITS DESIGNATED EASEMENTS AND ANY USER OF THE P.U.E. MUST RELOCATE ITS FACILITIES AT NO COST TO THE CITY WHEN THE USE OF THE P.U.E. IS IN CONFLICT WITH THE CITY'S USE OF ITS DESIGNATED EASEMENTS.
3. OUTLOT 'Z' IS FOR FUTURE DEVELOPMENT.
4. LOTS 'A', 'B', 'C', 'D', AND 'E' TO BE DEEDED TO THE CITY OF NORMAL FOR PUBLIC STREETS.
5. HOME BUILDER AND PLUMBING CONTRACTOR SHALL VERIFY SANITARY SEWER SERVICE STUB-OUT ELEVATIONS PRIOR TO HOUSE CONSTRUCTION TO ENSURE BASEMENT FLOOR ELEVATIONS WILL PROVIDE ADEQUATE FALL IS SERVICE PIPE (2% MINIMUM).
6. THE PRIVATE SIGN EASEMENTS ON LOTS 1 & 61 SHALL BE FOR THE BENEFIT OF THE DEVELOPER.

SURVEYORS 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 IN 10,000.
3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
4. BEARINGS BASED ON AN ASSUMED BEARING.

LEGEND

- ▲ PLAT BOUNDARY
- SECTION CORNER
- FOUND 5/8" I.R. W/ YELLOW CAP #13156,
- UNLESS OTHERWISE NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- H. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- B.S.L. ADDRESS
- M.O.E. BUILDING SETBACK LINE
- M.P.E. MINIMUM OPENING 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.

**PRELIMINARY DRAWING**

KEVIN J. CRAWFORD, PLS. IOWA LICENSE NO. 13156  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016

PAGES OR SHEETS COVERED BY THIS SEAL:  
Sheets 1-3

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

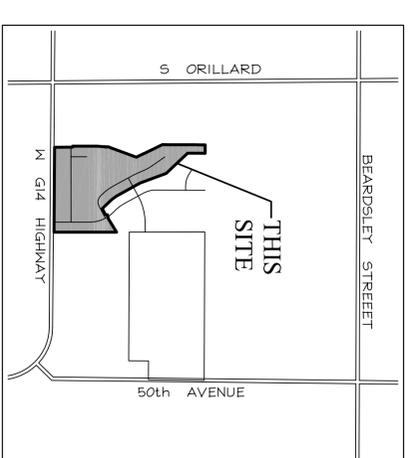
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
PHONE: (515) 224-1344 FAX: (515) 224-1345  
DATE: 6-5-2016  
REVISIONS: 7462016

JOB NUMBER  
**CC 1720**

APPROVED:  INITIALS: ASB/ULT

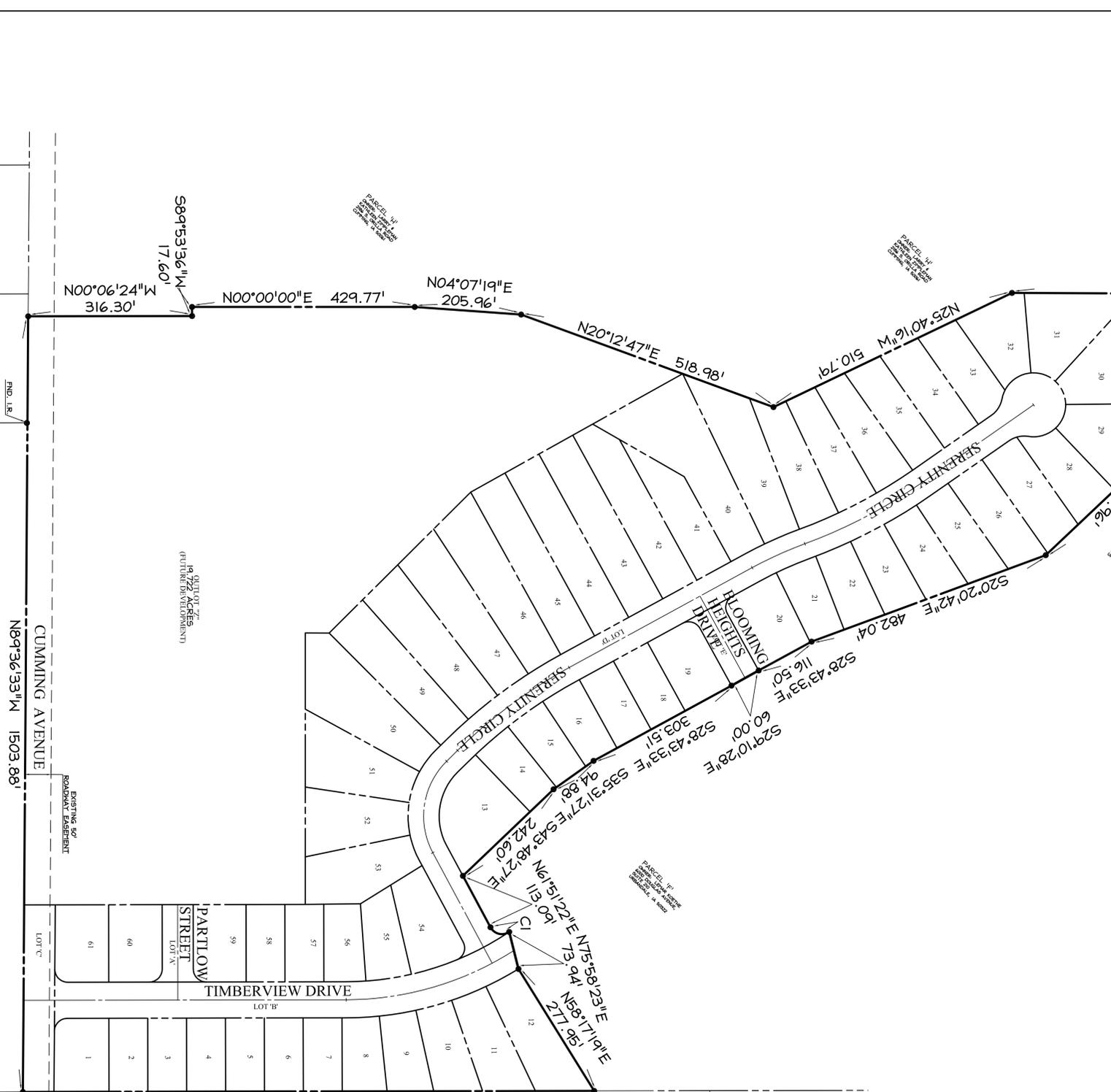
FINAL PLAT SHEET 1 OF 3

TIMBER VIEW PLAT 1



VICINITY SKETCH

NORTH  
SCALE: 1"=500'



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH.BEARING
CI	98°50'45"	25.00	41.82	27.69	37.11	N13°56'00"E



# FINAL PLAT

## TIMBER VIEW

### PLAT 1

Sheet 2 of 3

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHEMBEARING
C1	95°50'45"	25.00	41.82	27.64	37.11	N155°00'00"E
C2	32°40'25"	600.00	342.16	175.67	337.54	N16°28'34"W
C3	28°02'14"	600.00	293.61	141.80	290.66	N14°07'31"W
C4	4°38'11"	600.00	48.55	24.29	48.54	N89°27'43"W
C5	73°24'10"	150.00	142.17	111.81	174.29	N8°28'33"E
C6	16°00'55"	965.00	269.74	136.86	268.86	S84°44'01"E
C7	8°23'05"	1765.00	116.95	56.07	116.95	S24°20'10"E
C8	14°51'51"	965.00	269.74	136.86	268.86	S27°40'10"E
C9	54°47'05"	365.00	387.08	241.78	387.08	S30°20'10"E
C10	54°47'05"	635.00	641.10	327.08	641.10	N02°50'54"W
C11	6°27'18"	635.00	641.10	327.08	641.10	N09°07'07"W
C12	6°27'18"	635.00	71.54	35.81	71.50	N15°34'25"W
C13	6°27'18"	635.00	71.54	35.81	71.50	N22°01'43"W
C14	6°27'18"	635.00	71.54	35.81	71.50	N28°24'02"W
C15	5°50'45"	665.00	517.65	258.85	517.62	N10°04'00"W
C16	5°50'45"	665.00	517.65	258.85	517.62	N12°19'15"E
C17	73°24'10"	150.00	142.17	111.81	174.29	S02°40'10"E
C18	16°00'55"	965.00	269.74	136.86	268.86	S05°20'10"E
C19	5°05'14"	935.00	83.02	41.54	82.99	S41°02'58"E
C20	4°41'35"	935.00	83.02	41.54	82.99	S39°57'45"E
C21	4°41'35"	935.00	76.58	38.31	76.56	S31°04'21"E
C22	9°00'00"	25.00	34.27	25.00	35.36	S16°16'27"W
C23	9°00'00"	25.00	34.27	25.00	35.36	S73°43'33"E
C24	2°48'53"	735.00	36.11	18.06	36.11	S27°16'07"E
C25	5°34'11"	735.00	71.45	35.75	71.42	S25°07'34"E
C26	5°34'11"	1030.00	72.84	36.46	72.84	S23°20'28"W
C27	4°03'17"	1030.00	72.84	36.46	72.88	N27°03'22"W
C28	4°03'17"	1030.00	72.84	36.46	72.88	N1°06.40"W
C29	15°14'24"	1030.00	33.47	16.73	33.46	N34°04'00"W
C30	15°14'24"	1030.00	33.47	16.73	33.46	N34°04'00"W
C31	18°31'38"	50.00	16.17	8.16	16.10	S25°44'11"E
C32	25°53'17"	50.00	22.54	11.49	22.40	S03°31'43"E
C33	52°52'45"	50.00	57.22	30.83	55.21	N17°01'28"W
C34	47°06'31"	62.00	50.98	27.03	49.55	N6°20'05"W
C35	47°06'31"	62.00	50.98	27.03	49.55	N62°56'24"W
C36	58°04'12"	62.00	62.84	34.42	60.18	S34°42'24"E
C37	58°04'12"	62.00	17.92	9.02	17.95	S71°08'15"E
C38	16°33'21"	62.00	17.92	9.02	17.95	S71°08'15"E
C39	44°24'55"	50.00	38.76	20.41	37.80	N57°12'28"W
C40	0°03'20"	970.00	0.94	0.47	0.94	N34°58'20"W
C41	4°53'05"	970.00	82.70	41.37	82.67	N32°30'08"W
C42	4°53'05"	970.00	82.70	41.37	82.67	N27°37'03"W
C43	4°50'07"	970.00	81.84	40.94	81.81	N22°48'30"W
C44	5°18'14"	785.00	42.93	21.24	42.93	N22°48'30"E
C45	5°18'14"	785.00	42.93	21.24	42.93	S22°48'30"E
C46	0°08'22"	995.00	2.43	1.21	2.43	S26°04'45"E
C47	4°11'26"	995.00	72.77	36.40	72.76	S30°57'39"E
C48	4°11'26"	995.00	72.77	36.40	72.76	S35°09'05"E
C49	41°1'26"	995.00	72.77	36.40	72.76	S34°20'31"E
C50	31°18'14"	995.00	57.37	28.70	57.37	S45°05'21"E
C51	16°31'19"	180.00	51.91	26.13	51.73	S55°00'08"E
C52	20°17'58"	180.00	63.62	32.14	63.26	S71°23'16"E
C53	20°17'58"	180.00	63.62	32.14	63.26	N82°23'46"E
C54	95°50'45"	25.00	41.82	27.64	37.11	N10°00'00"E
C55	95°50'45"	25.00	41.82	27.64	37.11	N17°03'18"W
C56	91°17'08"	565.00	91.57	45.89	91.47	N17°39'19"W
C57	91°01'41"	565.00	44.61	22.31	44.61	N08°29'55"W
C58	3°52'40"	565.00	38.24	19.13	38.23	N02°07'44"W
C59	9°00'00"	25.00	34.27	25.00	35.36	N44°53'46"E
C60	9°00'00"	25.00	34.27	25.00	35.36	N45°06'24"W
C61	90°27'51"	25.00	34.49	25.22	35.51	N45°09'32"E

#### LEGEND

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

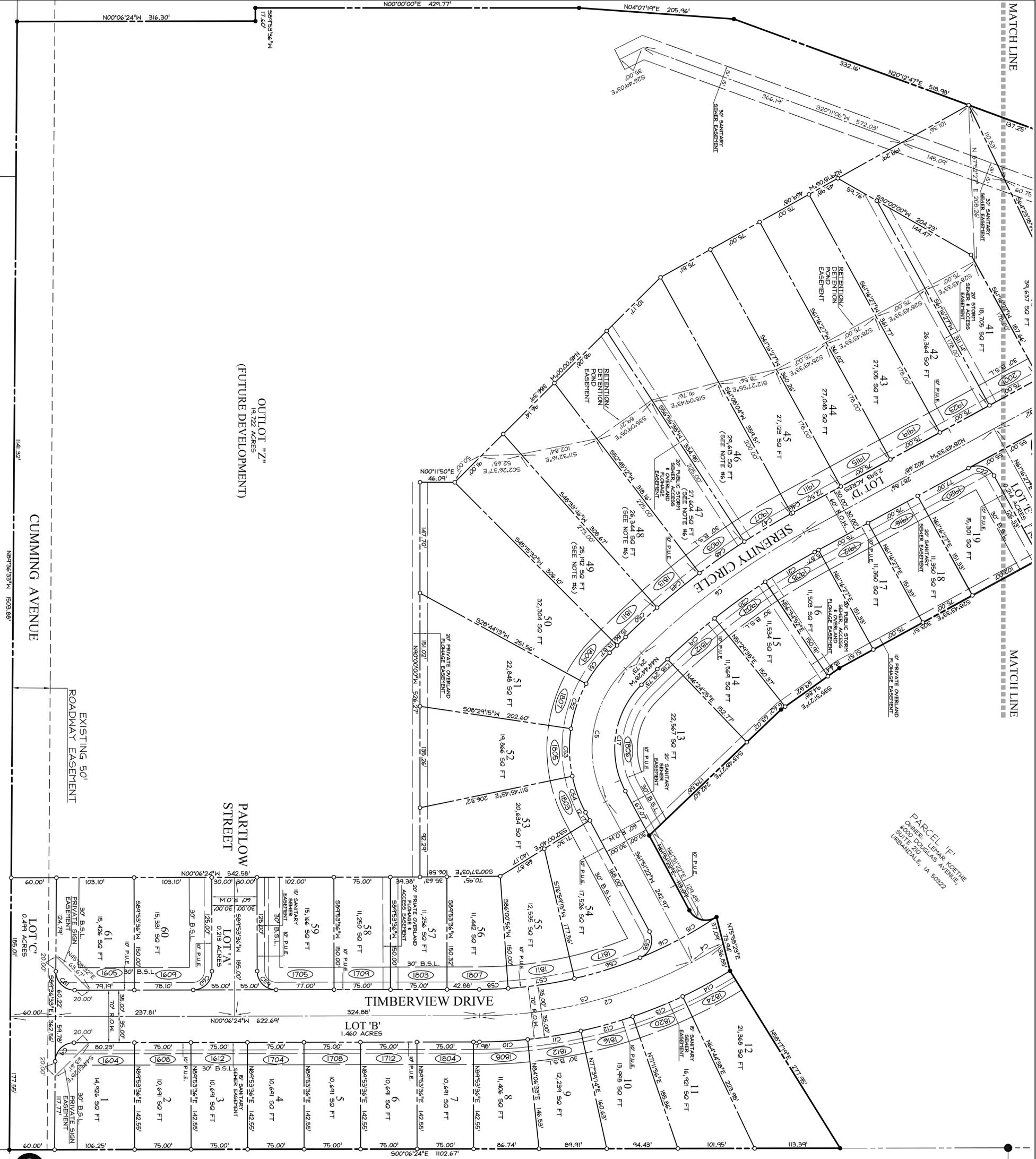
**COOPER CRAWFORD**  
 & ASSOCIATES, L.L.C.  
 CIVIL ENGINEERS

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

DATE: 6-5-2016  
 REVISIONS: 7-6-2016

APPROVED: [Signature] INITIALLED: [Signature] AS-BUILT: [Signature]

FINAL PLAT SHEET 2 OF 3



UNPLATTED OWNER: STEVEN & WENDY SHACKLEY-EMMER 2014 HIGHWAY CUTTING, IA 50061

# FINAL PLAT TIMBER VIEW PLAT 1

Sheet 3 of 3

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHANGING
C1	95°50'45"	25.00	41.82	27.68	37.11	N195°40'07"W
C2	32°40'25"	600.00	342.16	175.87	337.54	N162°56'34"W
C3	28°02'14"	600.00	293.61	149.80	290.68	N147°07'31"W
C4	4°58'11"	600.00	48.55	24.29	48.54	N50°27'43"W
C5	73°24'10"	150.00	192.17	111.81	174.29	S81°26'33"E
C6	16°00'55"	965.00	264.74	135.75	266.86	S36°44'01"E
C7	8°23'05"	765.00	111.95	56.07	111.95	S24°32'01"E
C8	14°34'31"	1000.00	225.84	129.62	225.15	N27°28'14"W
C9	6°53'10"	635.00	137.08	73.08	137.08	N41°18'22"E
C10	4°11'09"	635.00	64.11	35.81	64.11	N29°07'07"W
C11	6°27'18"	635.00	71.54	35.81	71.50	N15°34'25"W
C12	6°27'18"	635.00	71.54	35.81	71.50	N15°34'25"W
C13	6°27'18"	635.00	71.54	35.81	71.50	N22°01'43"W
C14	6°27'18"	635.00	71.54	35.81	71.50	N28°29'02"W
C15	5°50'45"	565.00	57.65	28.85	57.62	N31°04'00"W
C16	5°50'45"	565.00	57.65	28.85	57.62	N25°19'15"W
C17	73°24'10"	120.00	153.73	89.45	148.43	S81°26'33"E
C18	10°08'53"	995.00	282.82	143.72	282.82	S41°00'00"E
C19	5°05'14"	995.00	83.02	41.54	82.99	S35°57'45"E
C20	5°05'14"	995.00	83.02	41.54	82.99	S35°57'45"E
C21	4°41'35"	995.00	76.59	38.51	76.56	S31°04'21"E
C22	9°00'00"	25.00	34.27	25.00	35.36	S16°16'27"W
C23	9°00'00"	25.00	34.27	25.00	35.36	S73°43'31"E
C24	2°48'53"	795.00	36.11	18.06	36.11	S27°19'07"E
C25	5°34'11"	795.00	71.45	35.75	71.42	S23°07'34"E
C26	0°37'58"	1030.00	11.57	5.41	11.57	N2°06'28"W
C28	4°03'17"	1030.00	72.89	36.46	72.88	N13°00'25"W
C29	4°03'17"	1030.00	72.89	36.46	72.88	N31°06'40"W
C30	15°14'21"	1030.00	33.47	16.73	33.46	N34°04'00"W
C31	18°31'58"	50.00	16.17	8.16	16.10	S25°44'11"E
C32	25°53'17"	50.00	22.54	11.49	22.40	S29°31'43"E
C33	5°52'45"	62.00	57.22	30.83	55.21	N17°01'28"W
C34	47°06'31"	62.00	50.98	27.03	49.55	S65°52'24"W
C35	47°06'31"	62.00	50.98	27.03	49.55	S65°52'24"W
C37	58°46'31"	62.00	62.84	34.42	60.18	S16°40'21"W
C38	16°33'21"	62.00	17.92	9.02	17.85	S71°08'15"E
C39	44°24'55"	50.00	38.76	20.41	37.80	N47°12'28"W
C40	0°03'20"	970.00	0.94	0.47	0.94	N47°58'20"W
C41	4°53'05"	970.00	82.70	41.37	82.67	N32°30'08"W
C42	4°53'05"	970.00	82.70	41.37	82.67	N27°37'03"W
C43	4°53'05"	970.00	82.70	41.37	82.67	N27°37'03"W
C44	5°16'14"	795.00	73.13	36.54	73.10	S22°58'36"E
C45	5°16'14"	795.00	73.13	36.54	73.10	S22°58'36"E
C46	3°06'51"	995.00	27.43	14.21	27.43	S30°57'34"E
C47	4°11'26"	995.00	72.77	36.40	72.76	S30°57'34"E
C48	4°11'26"	995.00	72.77	36.40	72.76	S30°57'34"E
C49	4°11'26"	995.00	72.77	36.40	72.76	S30°57'34"E
C50	11°12'6"	995.00	121.77	56.40	121.76	S33°20'31"E
C51	18°31'19"	180.00	57.38	28.70	57.37	S43°05'21"E
C52	18°31'19"	180.00	57.38	28.70	57.37	S43°05'21"E
C53	20°14'58"	180.00	63.62	32.14	63.28	S71°23'16"E
C54	20°14'58"	180.00	63.62	32.14	63.28	N85°21'42"E
C55	16°22'55"	25.00	27.69	14.82	27.69	N17°00'20"E
C56	9°17'08"	565.00	91.57	45.85	91.47	N17°38'10"W
C57	9°10'41"	565.00	81.03	44.61	88.43	N08°23'55"W
C58	3°52'40"	565.00	38.24	19.13	38.23	N27°02'44"W
C59	9°00'00"	25.00	34.27	25.00	35.36	N44°53'56"E
C60	9°00'00"	25.00	34.27	25.00	35.36	N45°06'24"W
C61	9°02'45"	25.00	34.49	25.22	35.51	N45°08'32"E

### LEGEND

- ▲ PLAT BOUNDARY
- SECTION CORNER
- FOUND 5/8" I.R. W/ YELLOW CAP #13156, UNLESS OTHERWISE NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- GAS PIPE
- DEEDED DISTANCE
- D. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- ③③③③ ADDRESS
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL

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

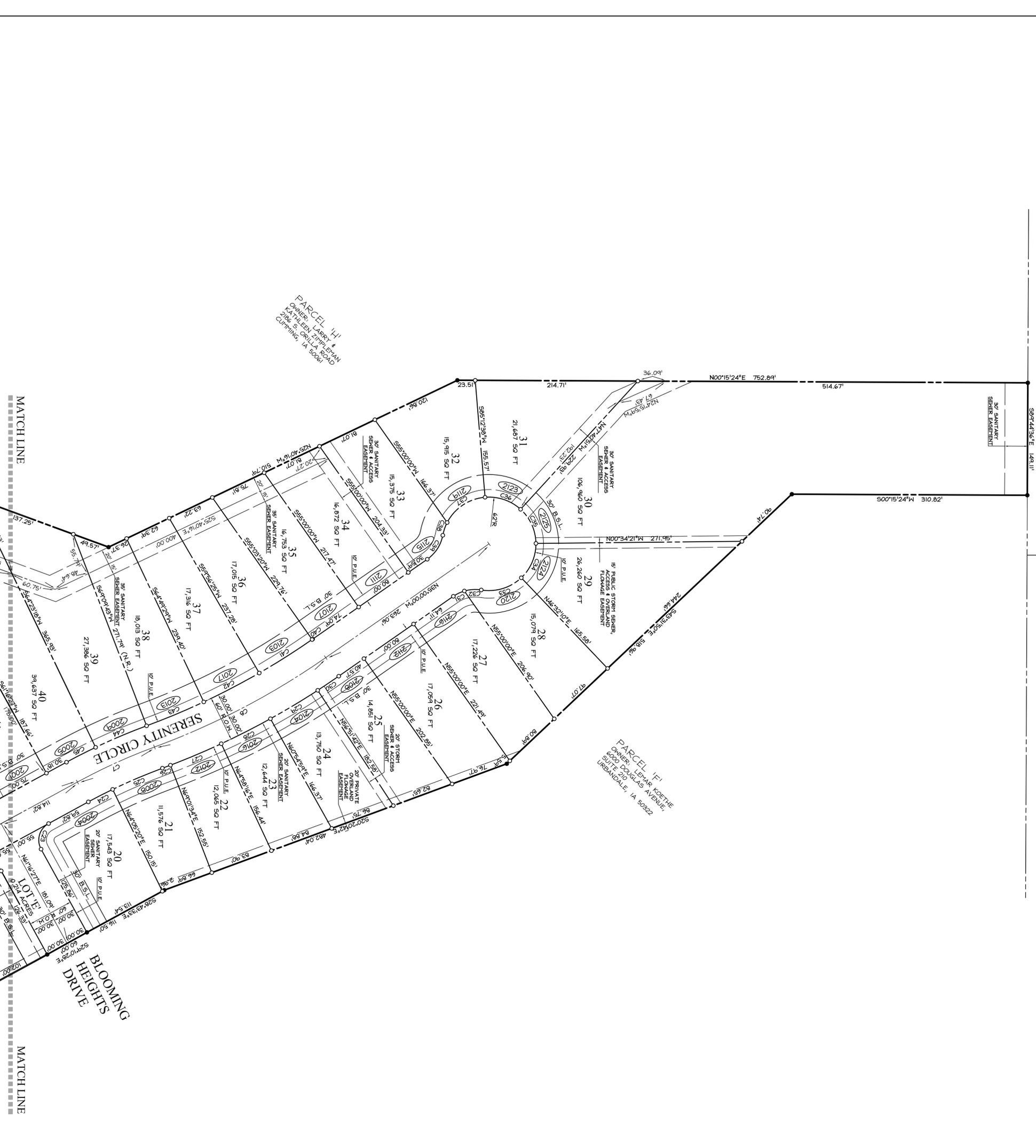
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 5-3-2016  
REV: 05/03/16

APPROVED: [Signature] INITIALS: [Signature] AS-BUILT: [Signature]

SCALE: 1"=60'

JOB NUMBER  
**CC 1720**  
SHEET  
3 OF 3

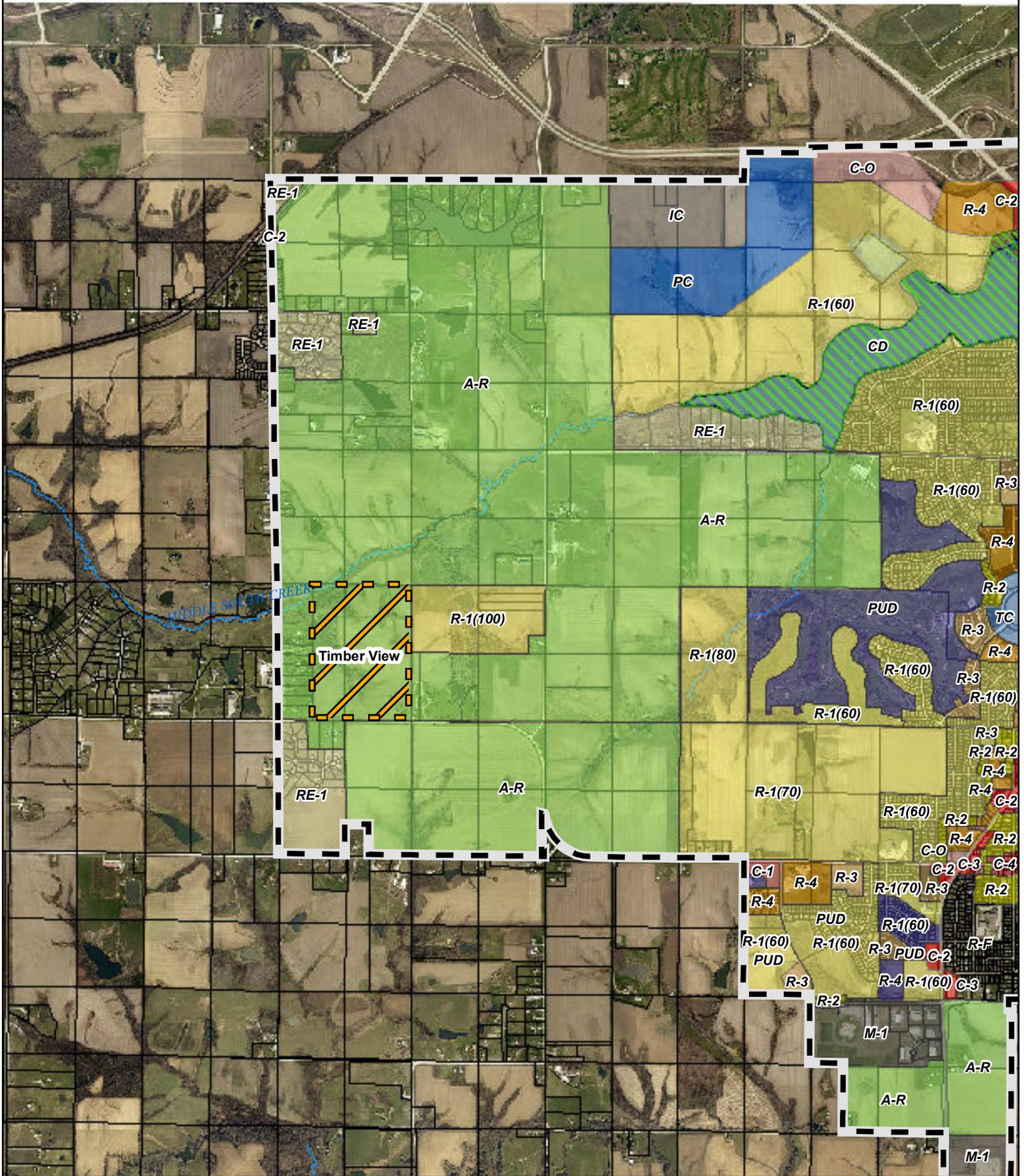


MATCHLINE

MATCHLINE

PARCEL 14  
OWNER: KATHLEEN HARRITMAN  
216 S. OQUILLA ROAD  
CURTISS, IA 50007

PARCEL 15  
OWNER: LEVY KOETHE  
SUITE 610 510 AVENUE  
URBANDALE, IA 50222



# FINAL PLAT

# TIMBER VIEW

# PLAT 1

Sheet 1 of 3

OWNER/DEVELOPER

KRUSE CONSTRUCTION, LLC  
2209 RIVERWOODS AVENUE  
DES MOINES, IA 50320

ZONING

R-(70) SINGLE FAMILY RESIDENTIAL

BULK REGULATIONS

MIN. LOT AREA-9,750 S.F.

MIN. LOT WIDTH-70'

SETBACKS

FRONT-15'

REAR-35'

SIDE-7' MIN. (17' TOTAL)

LEGAL DESCRIPTION

PARCEL 'G', IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5th P.M. CITY OF NORMAL, WARREN COUNTY, IOWA, RECORDED IN BOOK 2015, PAGE 8029, AT THE WARREN COUNTY RECORDERS' OFFICE, CONTAINING 51,374 ACRES MORE OR LESS.

NOTES

1. THIS PLAT IS IN A WATER AND SANITARY SEWER CONNECTION FEE DISTRICT.
2. ANY P.U.E. IS SUBORDINATE TO THE CITY'S USE OF ITS DESIGNATED EASEMENTS AND ANY USER OF THE P.U.E. MUST RELOCATE ITS FACILITIES AT NO COST TO THE CITY WHEN THE USE OF THE P.U.E. IS IN CONFLICT WITH THE CITY'S USE OF ITS DESIGNATED EASEMENTS.
3. OUTLOT 'Z' IS FOR FUTURE DEVELOPMENT.
4. LOTS 'A', 'B', 'C', 'D', AND 'E' TO BE DEEDED TO THE CITY OF NORMAL FOR PUBLIC STREETS.
5. HOME BUILDER AND PLUMBING CONTRACTOR SHALL VERIFY SANITARY SEWER SERVICE STUB-OUT ELEVATIONS PRIOR TO HOUSE CONSTRUCTION TO ENSURE BASEMENT FLOOR ELEVATIONS WILL PROVIDE ADEQUATE FALL IS SERVICE PIPE (2% MINIMUM).
6. THE PRIVATE SIGN EASEMENTS ON LOTS 1 & 61 SHALL BE FOR THE BENEFIT OF THE DEVELOPER.

SURVEYORS 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 IN 10,000.
3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
4. BEARINGS BASED ON AN ASSUMED BEARING.

LEGEND

- ▲ PLAT BOUNDARY
- SECTION CORNER
- FOUND 5/8" I.R. W/ YELLOW CAP #13156,
- UNLESS OTHERWISE NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- H. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- B.S.L. ADDRESS
- M.O.E. BUILDING SETBACK LINE
- M.P.E. MINIMUM OPENING 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.

**PRELIMINARY DRAWING**

KEVIN J. CRAWFORD, PLS. IOWA LICENSE NO. 13156  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016

PAGES OR SHEETS COVERED BY THIS SEAL:  
Sheets 1-3

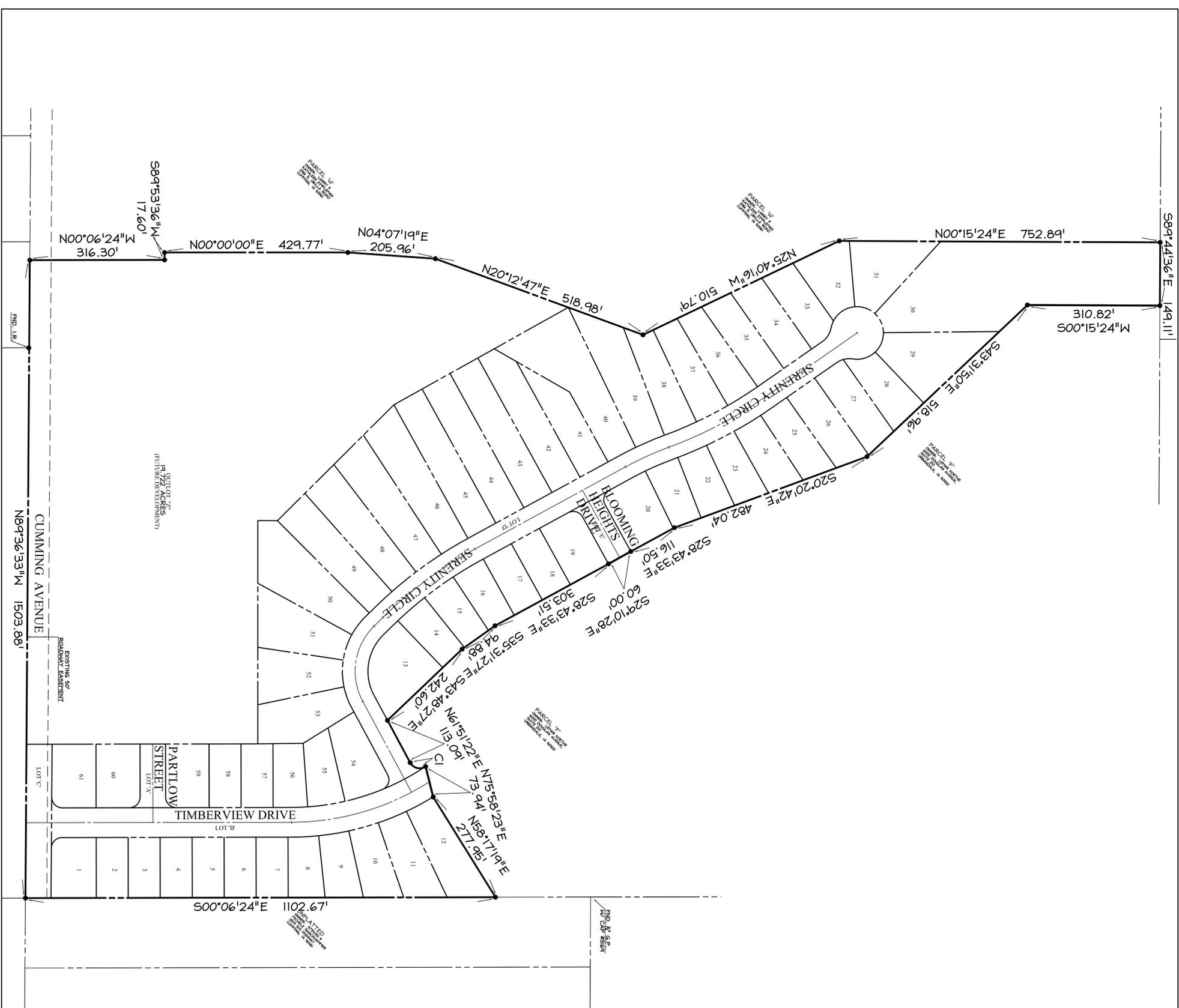
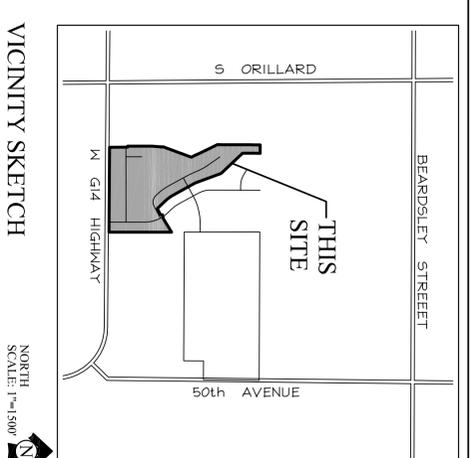
**COOPER CRAWFORD**  
& ASSOCIATES, L.L.C.  
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
PHONE: (515) 224-1344 FAX: (515) 224-1345  
DATE: 6-5-2016  
REVISIONS: 7462016

JOB NUMBER  
**CC 1720**

APPROVED:  INITIALS: ASB/ULT

FINAL PLAT SHEET 1 OF 3  
TIMBER VIEW PLAT 1



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH.BEARING
CI	98°50'45"	25.00	41.82	27.69	37.11	N13°56'00"E



# FINAL PLAT

## TIMBER VIEW

### PLAT 1

Sheet 2 of 3

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHEMBEARING
C1	95°50'45"	25.00	41.82	27.64	37.11	N155°00'00"E
C2	32°40'25"	600.00	342.16	175.67	337.54	N16°28'34"W
C3	28°02'14"	600.00	293.61	141.80	290.66	N14°07'31"W
C4	4°38'11"	600.00	48.55	24.29	48.54	N89°27'43"W
C5	73°24'10"	150.00	142.17	111.81	174.29	N8°28'33"E
C6	16°00'55"	965.00	269.74	136.86	268.86	S94°44'01"E
C7	8°23'05"	1765.00	116.95	56.07	116.95	S24°20'10"E
C8	14°51'51"	965.00	269.74	136.86	268.86	S27°40'10"E
C9	54°47'05"	365.00	387.05	241.76	387.05	S30°20'10"E
C10	54°47'05"	635.00	641.10	424.08	641.10	N02°53'55"W
C11	6°27'18"	635.00	641.10	424.08	641.10	N09°07'07"W
C12	6°27'18"	635.00	71.54	35.81	71.50	N15°34'25"W
C13	6°27'18"	635.00	71.54	35.81	71.50	N22°01'43"W
C14	6°27'18"	635.00	71.54	35.81	71.50	N28°24'02"W
C15	5°50'45"	665.00	517.65	28.85	517.62	N10°04'00"W
C16	5°50'45"	665.00	517.65	28.85	517.62	N12°19'15"E
C17	73°24'10"	150.00	142.17	111.81	174.29	S02°40'10"E
C18	16°00'55"	965.00	269.74	136.86	268.86	S27°40'10"E
C19	5°05'14"	935.00	83.02	41.54	82.99	S41°02'58"E
C20	4°41'35"	935.00	83.02	41.54	82.99	S39°57'45"E
C21	4°41'35"	935.00	76.58	38.31	76.56	S31°04'21"E
C22	9°00'00"	25.00	34.27	25.00	35.36	S16°16'27"W
C23	9°00'00"	25.00	34.27	25.00	35.36	S73°43'33"E
C24	2°48'53"	735.00	36.11	18.06	36.11	S27°16'07"E
C25	5°34'11"	735.00	71.45	35.75	71.42	S25°07'34"E
C26	4°03'17"	1030.00	72.89	36.46	72.88	N27°03'22"W
C27	4°03'17"	1030.00	72.89	36.46	72.88	N10°06'40"W
C28	15°14'24"	1030.00	33.47	16.73	33.46	N34°04'00"W
C29	15°14'24"	1030.00	33.47	16.73	33.46	N34°04'00"W
C30	15°14'24"	1030.00	33.47	16.73	33.46	N34°04'00"W
C31	18°31'58"	50.00	16.17	8.16	16.10	S25°44'11"E
C32	25°53'17"	50.00	22.54	11.49	22.40	S03°31'43"E
C33	52°52'45"	50.00	57.22	30.83	55.21	N17°01'28"W
C34	47°06'31"	62.00	50.98	27.03	49.55	N6°20'05"W
C35	47°06'31"	62.00	50.98	27.03	49.55	N6°20'05"W
C36	47°06'31"	62.00	50.98	27.03	49.55	N6°20'05"W
C37	58°04'12"	62.00	62.84	34.42	60.18	S33°42'24"E
C38	16°33'21"	62.00	17.92	9.02	17.85	S71°08'15"E
C39	44°24'55"	50.00	38.76	20.41	37.80	N57°12'28"W
C40	0°03'20"	970.00	0.94	0.47	0.94	N34°58'20"W
C41	4°53'05"	970.00	82.70	41.37	82.67	N32°30'08"W
C42	4°53'05"	970.00	82.70	41.37	82.67	N27°37'03"W
C43	4°50'07"	970.00	81.84	40.94	81.81	N22°48'30"W
C44	5°18'14"	785.00	42.93	21.24	42.93	N22°48'30"E
C45	5°18'14"	785.00	42.93	21.24	42.93	S22°48'30"E
C46	0°08'22"	995.00	2.43	1.21	2.43	S26°04'45"E
C47	4°11'26"	995.00	72.77	36.40	72.76	S30°57'39"E
C48	4°11'26"	995.00	72.77	36.40	72.76	S35°09'05"E
C49	4°11'26"	995.00	72.77	36.40	72.76	S39°20'31"E
C50	3°18'15"	995.00	57.38	28.70	57.37	S45°05'21"E
C51	16°31'19"	180.00	51.91	26.13	51.73	S55°00'08"E
C52	20°17'58"	180.00	63.62	32.14	63.26	S71°23'16"E
C53	20°17'58"	180.00	63.62	32.14	63.26	N82°23'46"E
C54	9°55'04"	25.00	41.82	27.64	37.11	N10°07'31"W
C55	9°55'04"	25.00	41.82	27.64	37.11	N17°39'15"W
C56	9°17'08"	565.00	91.57	45.89	91.47	N17°39'15"W
C57	9°10'41"	565.00	44.61	22.30	44.61	N08°29'55"W
C58	3°52'40"	565.00	38.24	19.13	38.23	N02°07'44"W
C59	9°00'00"	25.00	34.27	25.00	35.36	N44°53'46"E
C60	9°00'00"	25.00	34.27	25.00	35.36	N45°06'24"W
C61	9°02'51"	25.00	34.49	25.22	35.51	N45°09'32"E

#### LEGEND

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

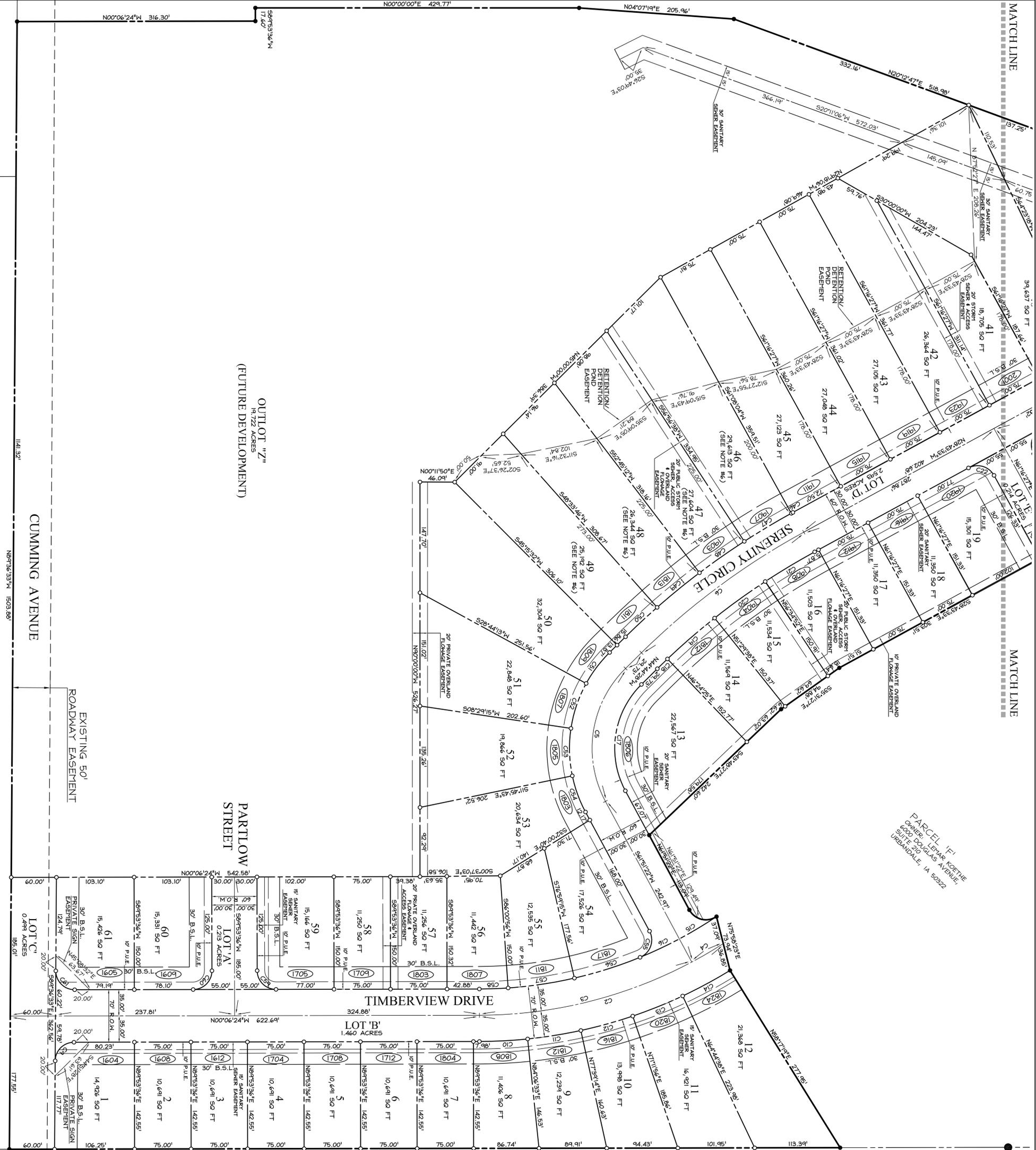
**COOPER CRAWFORD**  
 & ASSOCIATES, L.L.C.  
 CIVIL ENGINEERS

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

DATE: 6-5-2016  
 REVISIONS: 7-6-2016

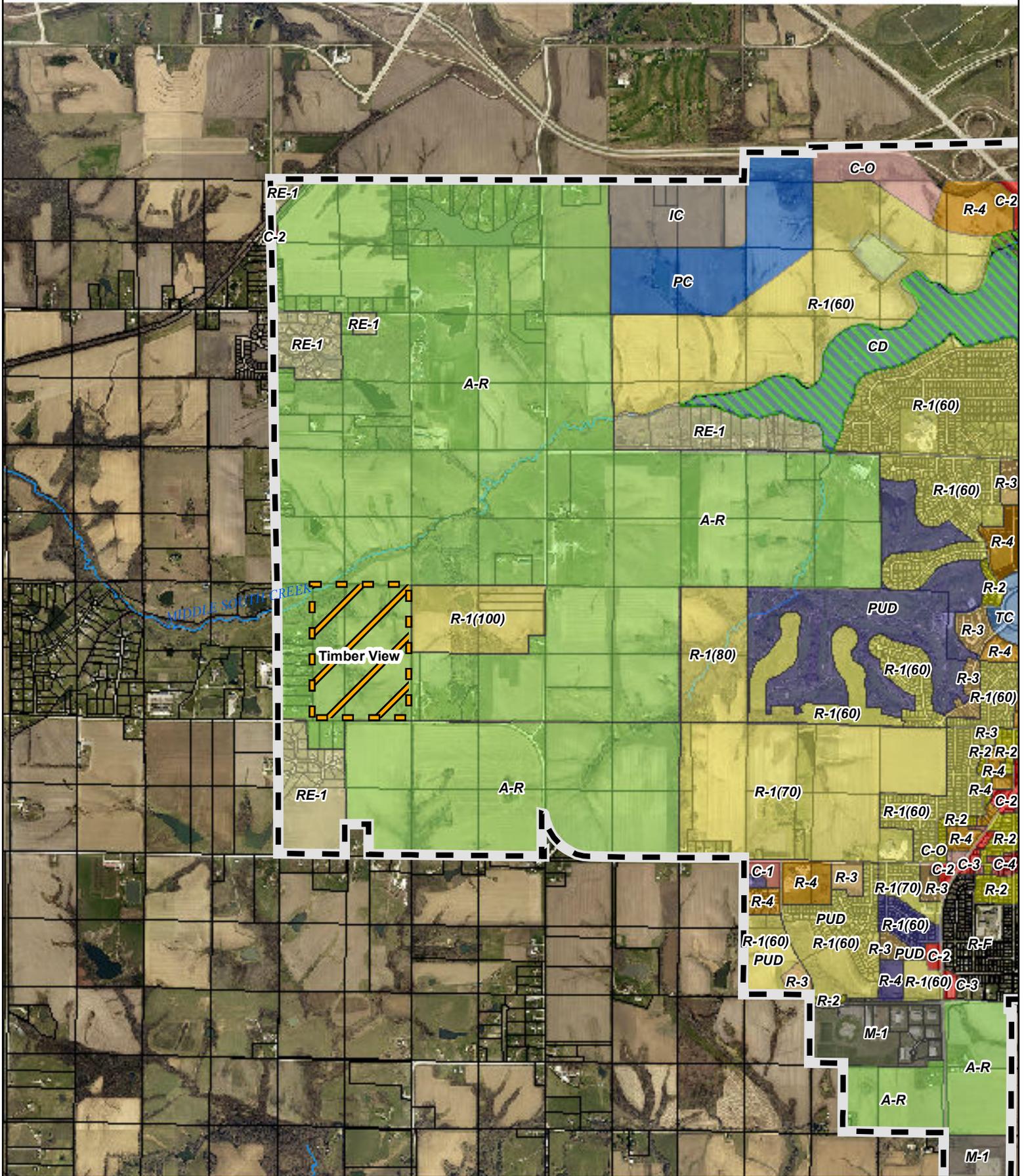
APPROVED: [Signature] INITIALLED: [Signature] AS-BUILT: [Signature]

FINAL PLAT SHEET 2 OF 3



UNPLATTED OWNER: STEVEN & WENDY SHACKLEY-EMMER 2014 HIGHWAY CUTTING, IA 50061





**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. The OWNER requires the completion date for the PROJECT to be no later than May 15, 2016. All documentation for the project, including the bidding documents and contracts, shall reflect the completion date of May 15, 2016 and the completion date shall be strictly enforced.

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:

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>8/3/16</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 prevailing party shall be entitled to collect from the other party any judgement or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred.

## 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.
- 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, or subsequent related projects, by OWNER for use, maintenance and repair of the PROJECT, or subsequent related projects. Such Documents are not 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 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, 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. 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.
- 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. 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. 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**



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No 18

For Meeting of 08.04.16

**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:** At the July 21, City Council meeting discussion was held as to what the next NCIS project in the Lakewood Subdivision should be. To assist in that decision making process I've attached the priority list as it relates to the assigned condition of the individual streets. With the interest in Woodmayr Circle and Woodmayr Drive each segment of street is identified by segment. Woodmayr Circle consisting of the road that starts and stops north of Lakewood Dr. Woodmayr Drive segment is the street between Wakonda Dr. and Lakewood Dr. As reflected on the priority list, other street segments are also listed based on their Pavement Condition Index (PCI) rating.

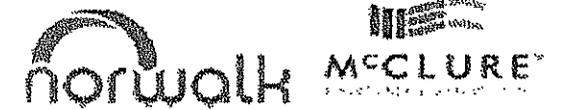
At this point staff does not have a recommendation as to what street segment should be approached next. The RFP can be modified to any location. In the schedule below, I've altered the dates to one for a more general concept.

That project can consist of different methods; however a complete reconstruction may be more challenging on the design end. 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:

- August 5, 2016            City issues RFP
- August 24, 2016        Firms submit proposals
- August 31, 2016        City scores submittals
- September 15, 2016    City Council approves selection of Engineering Firm
- September 20, 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 the participation of a couple elected officials to participate in the evaluation process to review the RFPs and select a firm to recommend to the council for approval.

Table 7-11  
**Streets Defect and Repair Report**  
**Norwalk, Iowa**  
**MEC# 2211027**



Priority No.	Street Name	Section Number	Repair Type	Total Cost	City Wide Benefit	Property Benefit
1	Wakonda Drive	(02) (03)	Crack and Seat	\$ 1,326,142.95	\$ 736,370.25	\$ 589,772.70
2	Wakonda Drive	(05)	Crack and Seat	\$ 740,632.20	\$ 415,019.22	\$ 325,612.98
3	Holly Drive		Full Reconstruction	\$ 918,835.83	\$ 583,805.97	\$ 335,029.86
4	Golden Valley Drive	(01)	Full Reconstruction	\$ 674,808.75	\$ 434,265.65	\$ 240,543.11
5	Lakewood Drive	(02)	Crack and Seat	\$ 1,272,767.10	\$ 816,670.80	\$ 456,096.30
6	Lakewood Drive	(03)	Crack and Seat	\$ 627,521.40	\$ 420,417.69	\$ 207,103.71
7	Woodmayr Circle	(01)	Full Reconstruction	\$ 1,046,680.80	\$ 646,598.70	\$ 400,082.10
8	Woodmayr Drive	(01)	Full Reconstruction	\$ 723,516.75	\$ 443,445.75	\$ 280,071.00
9	Oxford Drive	(01)	Crack and Seat	\$ 316,297.58	\$ 217,487.99	\$ 98,809.59
10	Medina Drive	(01)	Crack and Seat	\$ 329,184.90	\$ 221,648.46	\$ 107,536.44
11	Oakwood Drive	(01)	Crack and Seat	\$ 523,543.35	\$ 332,391.51	\$ 191,151.84
12	Lakewood Drive (01) Lakewood Circle (01)	(01) (01)	Full Reconstruction	\$ 1,078,611.60	\$ 796,511.10	\$ 282,100.50
13	Ponderosa Drive	(01)	Crack and Seat	\$ 272,697.15	\$ 205,899.54	\$ 66,797.61
14	Maplecrest Drive	(01)	Crack and Seat	\$ 497,227.50	\$ 319,335.06	\$ 177,892.44
15	Elmcrest Drive	(01)	Crack and Seat	\$ 547,829.70	\$ 345,677.97	\$ 202,151.73
16	Golden Valley Drive	(02)	Crack and Seat	\$ 575,972.10	\$ 361,913.97	\$ 214,058.13
17	Oakcreek Drv (02) Woodmayr Drv (02) Grandview Drv (01)	(02) (02) (01)	Crack and Seat	\$ 669,193.80	\$ 391,693.50	\$ 277,500.30
18	Candlewick Drive	(01)	Crack and Seat	\$ 902,315.70	\$ 514,640.61	\$ 387,675.09
19	Devlin Drive	(01)	Crack and Seat	\$ 407,320.65	\$ 256,305.56	\$ 151,015.10
20	Old Orchard Drive	(01)	Crack and Seat	\$ 332,567.40	\$ 235,665.54	\$ 96,901.86
21	Agusta Circle	(01)	Crack and Seat	\$ 234,644.03	\$ 169,003.23	\$ 65,640.80
22	Hyperion Drive (01) Oakwood Drive (02)	(01) (02)	Crack and Seat	\$ 820,797.45	\$ 459,370.56	\$ 361,426.89
23	Waveland Drive	(01)	Crack and Seat	\$ 233,223.38	\$ 173,190.77	\$ 60,032.61
24	Old Orchard Drive	(02)	Crack and Seat	\$ 306,014.78	\$ 216,662.66	\$ 89,352.12
25	Happy Hollow Drive	(02)	Crack and Seat	\$ 400,420.35	\$ 258,274.17	\$ 142,146.18
26	Waveland Drive	(02)	Crack and Seat	\$ 174,503.18	\$ 143,634.48	\$ 30,868.70
27	Lakewood Pointe Drive	(01)	Crack and Seat	\$ 405,967.65	\$ 269,835.56	\$ 136,132.10
28	Wakonda Drive	(01) (04)	None	\$ -	\$ -	\$ -
29	Lakewood Circle	(01)	None	\$ -	\$ -	\$ -
30	Oakcreek Drive	(01)	None	\$ -	\$ -	\$ -
31	Clearwater Drive	(01)	None	\$ -	\$ -	\$ -
32	Happy Hollow Drive	(01)	None	\$ -	\$ -	\$ -
33	Old Orchard Drive	(03)	None	\$ -	\$ -	\$ -
<b>Total Program</b>				<b>\$ 16,359,238.01</b>	<b>\$ 10,385,736.24</b>	<b>\$ 5,973,501.77</b>

August 2, 2016

TO: Hon. Mayor Tom Phillips

Councilpersons: Stephanie Riva, Ed Kuhl, David Lester, Erika Isley, Jaki Livingston

Cc: Luke Nelson, City Manager; Tim Hoskins, Director Public Works

From: Kent Risbeck – Secretary Board of Directors, Lakewood Village (Homeowners') Association

As an elected LVA Board of Directors' Member, I, along with the ten other board members, am obligated to protect the health, safety, welfare and fiduciary oversight of the all the Common Properties and assets included within Lakewood Village Association, Inc., (neighborhood). In the city of Norwalk, Lakewood comprises 610 single family homes (approx. 2,020 population), 46 acres of Common Properties (recreational amenities); and a 170-acre lake. Lakewood School and New Life Church are within the boundaries of our Association. Soon, the North Shore residential and commercial properties and several acres of amenities will be developed to be an active part of Lakewood Village Association, Inc. The Lakewood neighborhood is proud to be an integral part of the City of Norwalk, IA. Since 1989, Lakewood has represented a significant tax base for the city.

The LVA Board of Trustees fully supported and agreed with the original priorities set forth in the 2012/13 NCIS study---completing the repairs and renovation of the two major **Collector Streets** in Lakewood – Wakonda Drive, first; then Lakewood Drive. (Following thereafter would be repairs to **Local Streets** (i.e., *Woodmayr, Golden Valley, Old Orchard, Maplecrest, Elmcrest, etc.*)

- Collector Streets (*Wakonda and Lakewood Dr*) accept Local Street **traffic** (*Wakonda, Golden Valley, etc.*) and sends it to Arterials such as Highway 28 and Beardsley. It is our belief that repairing/replacing the street infrastructure on the two highest volume traffic Collectors (on the south and north edges of our neighborhood) is of utmost importance and makes the most common sense.
- Lakewood Drive accepts and outlets **storm water runoff** from all local, collector and arterial streets south, east and west from Beardsley and Highway 28 into Finger Pond and Lake Colchester. Those two basins serve as regional retention/detention basins for a large area of Norwalk. That includes serving our neighbors to the east, Echo Valley; the west, Legacy and Doc Raun's property; as well as for Lakewood neighborhood.
- The **aging, collapsing and failing inlets** along Lakewood Drive no longer collect storm water effectively. Therefore, in less and less significant rainfall events, storm water completely eclipses the street into property owners' basements, garages, buildings and other structures. Large sinkholes are now forming around the inlets and culverts. This threatens not only the Collector street, but more importantly, the storm water infrastructure beneath the street; as well as properties and assets.
- *Lakewood Drive is the major access point for 90% of our Common Properties' amenities, including the lake.* The shoreline erosion caused by the failing, aging storm water system wreaks havoc on Homeowners' Association properties and assets. The overarching floodwaters flow behind and underneath retaining walls to undermine and compromise and collapse structures such as the beach bathrooms, the marina shoreline and retaining walls. Lakewood has recently hired an engineering firm to do topographic surveys, study and make recommendations for solutions to the damage already done. We have established designated reserve capital funds for these repairs; and had planned to coordinate those construction repairs with the NCIS 2018-Lakewood Drive. *Common Properties belong to all 610 owners.*
- We are concerned about the deterioration of all *local streets* in our neighborhood, including our friends, neighbors and relatives living on Woodmayr. We strongly encourage you to find temporary solutions to make the surfaces of those deplorable streets more drivable.

- Those Local Streets, while deplorable on the surface, in no way suffer the same financial consequences, nor support the same traffic or storm water volumes and velocities as Lakewood Drive does for Lakewood neighborhood and for Norwalk.

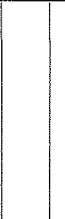
As elected officials for our Association, we, at times have to make decisions and set priorities that are unpopular and difficult. In our deliberations, we have to look beyond surfaces and make clear decisions that are for the greater good than what looks obvious. We must ultimately represent not only a small group, but all 610 homeowners. Therefore, we respectfully request that you, our Council representatives, consider the all the facts outlined above and choose to repair and renovate Lakewood Drive in 2017/2018.

Best Regards,

Kent Risbeck, Secretary for the LVA Board

Petition Attachment

*Kent Risbeck* LVA SECRETARY  
4673 LAKEWOOD DRIVE

SIGNATURE	PRINTED NAME	ADDRESS
	Kent Risbeck	4673 Lakewood Drive
	Matt Hendrickson	4697 Lakewood Drive
	Andrew Aantonson	9009 Maplecrest Drive
	Marty Genz	5225 Clearwater Drive
	Barb Allison	4714 Devlin Drive
	Hanna Smith	8921 Golden Valley Drive
	Alicia Shaul	567 Beardsley Drive
	Glen Blumer	5301 Clearwater Drive
	Lloyd Carlson	8332 Woodmayr Circle
	Lloyd Carlson	5313 Clearwater Drive
	Lloyd Carlson	563 Beardsley Drive

July 30, 2016

Hon. Mayor Tom Phillips

Council Persons: Jaki Livingston, Ed Kuhl, David Lester, Stephanie Riva, Erika Isley

Cc: Luke Nelson, City Manager; Tim Hoskins, Public Works Director

RE: NCIS – 2018 Project: Lakewood Drive vs Woodmayr (or other) Street Infrastructure Projects

We have been made aware of a possible change to the previously recommended NCIS schedule of projects – from Lakewood Drive to Woodmayr (or other) infrastructure projects for 2018.

While we do not disagree that our friends and neighbors in our own community (and in other parts of Norwalk) deal with some of the worst street surface conditions in our city, **we strongly oppose changing the project timeline in lieu Woodmayr first over Lakewood Drive. Please accept the attached petition as our public record voice summary at the City Council Meeting on Thursday, August 4, 2016, at 6:00.**

We implore you to consider the following:

- Lakewood Drive is a Collector Street **for Norwalk** and for Lakewood neighborhood. Lakewood Drive accepts very high volumes of local traffic (Woodmayr, Woodmayr Circle Golden Valley, Maplecrest, Wakonda, Old Orchard, Devlin, Candlewick, Clearwater, Lakewood Drive, Lakewood Circle, etc. and sends the traffic to an arterial (Highway 28; Beardsley, etc.) Traffic volumes on Lakewood Drive are times heavier than on Woodmayr.
- *Woodmayr serves simply as a Local street, serving primarily a relatively small number of residents living directly on Woodmayr and Woodmayr Circle.*
- Lake Colchester (and Finger Pond) are stormwater retention/detention basins serving the entire area of Lakewood from Beardsley, north and west; and also, Norwalk areas to the south of Beardsley. It detains runoff stormwater for our easterly neighbors, Echo Valley. This stormwater flows to deteriorating, aging, failing inlets along Lakewood Drive. Lakewood Drive collects enormous volumes for stormwater from all the above areas. *Woodmayr Drive has no such demands upon it.*
- It is what you don't see underneath the Lakewood Drive street surface! The aging, completely failing inlets are creating heavy street flooding, residential and amenities' structural flooding because they no longer collect stormwater as intended. Even in less significant rainfall events, stormwater runoff eclipses the street and into basements, buildings, and structures. This forms large sinkhole areas (see attached) which further threaten not only the street, but structures.
- Replacement/repair of flooded and damaged structures are costly to the residents of Lakewood. *Woodmayr Drive residents as a whole do not suffer similar financial consequences.*

Further information can be gleaned by studying the initial recommendations set forth in the NCIS Study of 2013.

- **We respectfully request that you take all these (and others included in the Study) factors into consideration when deciding the priorities of NCIS 2018.**

	SIGNATURE	PRINTED NAME	ADDRESS
1	Robin Risbeck	Robin Risbeck	4673 Lakewood Drive
2	Abby Hendrickson	Abby Hendrickson	4697 Lakewood Drive
3	Michael C Goshon	Michael Goshon	4723 Lakewood Dr.
4	Victoria Staffel	Victoria Staffel	4823 Lakewood Dr.
5	Beverly J. Frideres	Beverly J. Frideres	4827 Lakewood Dr.
6	Joseph Neupers	Joseph Neupers	4834 Lakewood Dr.
7	Don Rensch	Don Rensch	5030 Oakcreek Dr.
8	Jeff Kuznoson	JEFF KUZNOSON	4831 Lakewood Dr.
9	David Hixenbaugh	DAVID HIXENBAUGH	4903 Lakewood DR
10	Gloria Bradshaw	Gloria Bradshaw	4915 Lakewood Dr.
11	Steve Conner	Steve Conner	4927 Lakewood Dr.
12	E.W. Holmes	E.W. HOLMES	4939 LAKWOOD DR
13	Jan Carr	Jan Carr	4945 Lakewood Dr.
14	Chad Bennett	Chad Bennett	4980 Lakewood Drive
15	Tom Riggs	TOM RIGGS	4908 Lakewood Drive
16	Tim Briggs	Tim Briggs	4830 Lakewood Dr.
17	Patrick Rahm	Patrick Rahm	4818 Lakewood Dr.
18	Marty Zerfas	Marty Zerfas	4814 Lakewood Dr.
19	Doree Coughlan	Doree Coughlan	4802 Lakewood Dr.
20	Daniel Hardy		4794 Lakewood Dr.
21	Kathleen Custard	KATHLEEN CUSTARD	4790 Lakewood Dr.
22	Kent Murphy	Kent Murphy	4736 Lakewood Dr.
23	John F. Campbell	John F. Campbell	4700 Lakewood Dr.
24	Don Greenley	Don Greenley	4705 Lakewood Dr.
25			
	SIGNATURE	PRINTED NAME	ADDRESS

26	<i>Peter Sand</i>	PETER SAND	8920 Oakwood Dr.
27	<i>Casey Force</i>	CASEY FORCE	4480 Lakewood Dr.
28	<i>Beth Burgmeyer</i>	Beth Burgmeyer	4460 Lakewood Dr.
29	<i>William D. Bann</i>	WILLIAM D BANN	4368 LAKEWOOD DR
30	<i>Jeremy Carr</i>	Jeremy Carr	4334 Lakewood Dr
31	<i>Doreen Bann</i>	DORREY BANN	4649 LAKEWOOD DR.
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			