



**WAUKEE CITY COUNCIL
SPECIAL MEETING AGENDA**

**DATE: MONDAY, OCTOBER 10, 2016
TIME: 5:30 P.M.**

PLACE: WAUKEE CITY HALL, 230 W. HICKMAN RD., WAUKEE, IOWA 50263

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA APPROVAL

Documents:

[10102016_AGENDA_SPECIAL.PDF](#)

D. ACTION ITEMS

D.1. CONSENT AGENDA

- D.1.A. *Consideration Of Approval Of Payment Estimate No. 5 (Corrected) To Joiner Construction Co., Inc., For The Fox Creek Park Improvement Project, Phase 1, In The Amount Of \$90,487.75*

Documents:

[D01A.PDF](#)

- D.1.B. *Consideration Of Approval Of A Resolution Approving Public Surface Water Flowage Easement Associated With Southwest Area Trunk Sewer Extension Project [Phillips-Hamilton, Inc.]*

Documents:

[D01B.PDF](#)

- D.1.C. *Consideration Of Approval Of A Resolution Approving Sanitary Sewer Easement And Memo Of Understanding Associated With Southwest Area Trunk Sewer Extension Project [Mark And Diane Foust]*

Documents:

[D01C.PDF](#)

- D.1.D. *Consideration Of Approval Of A Resolution Ordering Construction Of Certain Public Improvements, And Fixing A Date For Hearing Thereon And Taking Bids Therefor [Southwest Area Trunk Sewer Extension Project]*

Documents:

[D01D.PDF](#)

- D.2. RESOLUTION: Consideration Of Approval Of A Resolution Approving Purchase Of Irrigation Equipment From TurfWorks Of Johnston, IA, In The Amount Of \$52,182.53 [Sugar Creek Municipal Golf Course]

Documents:

[D02.PDF](#)

- D.3. RESOLUTION: Consideration Of Approval Of A Resolution Approving The Awarding Of Prizes For Participation By The Public On Social Media Sites

Documents:

[D03.PDF](#)

E. WORK SESSION

- 1) DART Forward 2035 plan presentation
- 2) Festival transition update
- 3) Home-based business regulations
- 4) Neighborhood report
- 5) Fox Creek Trunk Sewer Phase 3 alignment
- 6) Alice's Road Corridor utility relocation
- 7) Sanitary sewer project financing plan
- 8) Central Iowa Code Consortium
- 9) Multi-family zoning regulations

Documents:

[E01-09.PDF](#)

F. ADJOURNMENT

*Pursuant to §21.4(2) of the Code of Iowa (2015), the City has the right to amend this agenda up until 24 hours before the posted meeting time.

The City of Waukee is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required, please contact the Clerk's office at least 48 hours in advance at 978-7904 or email bschuett@waukee.org to have reasonable accommodations provided.



**WAUKEE CITY COUNCIL
SPECIAL MEETING**

**DATE: MONDAY, OCTOBER 10, 2016
TIME: 5:30 P.M.**

**PLACE: WAUKEE CITY HALL
230 W. HICKMAN RD.
WAUKEE, IOWA 50263**

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA APPROVAL

D. ACTION ITEMS:

1) CONSENT AGENDA

- A. Consideration of approval of Payment Estimate No. 5 (Corrected) to Joiner Construction Co., Inc., for the Fox Creek Park Improvement Project, Phase 1, in the amount of \$90,487.75
- B. Consideration of approval of a resolution approving Public Surface Water Flowage Easement associated with Southwest Area Trunk Sewer Extension Project [Phillips-Hamilton, Inc.]
- C. Consideration of approval of a resolution approving Sanitary Sewer Easement and Memo of Understanding associated with Southwest Area Trunk Sewer Extension Project [Mark and Diane Foust]
- D. Consideration of approval of a resolution ordering construction of certain public improvements, and fixing a date for hearing thereon and taking bids therefor [Southwest Area Trunk Sewer Extension Project]

- 2) RESOLUTION:** Consideration of approval of a resolution approving purchase of irrigation equipment from TurfWorks of Johnston, IA, in the amount of \$52,182.53 [Sugar Creek Municipal Golf Course]

- 3) RESOLUTION:** Consideration of approval of a resolution approving the awarding of prizes for participation by the public on social media sites

E. WORK SESSION:

- 1) DART Forward 2035 plan presentation
- 2) Festival transition update
- 3) Home-based business regulations
- 4) Neighborhood report
 - A. Sidewalk conditions
 - B. Curb conditions
 - C. Asphalt overlay improvements
- 5) Fox Creek Trunk Sewer Phase 3 alignment
- 6) Alice's Road Corridor utility relocation
- 7) Sanitary sewer project financing plan
- 8) Central Iowa Code Consortium
- 9) Multi-family zoning regulations

F. COMMENTS

ADJOURNMENT

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AGENDA ITEM: D1A

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: Consideration of approval of Payment Estimate No. 5 (Corrected) to Joiner Construction Co., Inc., for the Fox Creek Park Improvement Project, Phase 1, in the amount of \$90,487.75

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: On 10/03/2016, the Waukeee City Council approved Payment Estimate No. 5 for the Fox Creek Park Improvement Project, Phase I, for an incorrect amount. The letter of recommendation from the project engineer has been revised with the correct dollar amount for this payment estimate.

Payment Estimate No. 5 to Joiner Construction Co. Inc. is for dirt work, plantings, seeding, and final bike trail work. The quantities completed to date have been reviewed and agreed upon by the contractor, City of Waukeee Staff, and Genus Landscape Architects.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$90,487.75

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Approve Payment

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Letter of Recommendation (revised)
II. Payment Estimate No. 5

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

gēnus

[landscape architects]

September 29, 2016 [revised Oct. 4, 2016]

Mr. Matt Jermier
Park and Recreation Director, Waukee
805 University Avenue
Waukee, IA 50263

Re: Construction Pay Voucher No. 5
Fox Creek Park Phase One Improvement Project
City of Waukee, IA
Genus Project No. 15036

Dear Mr. Jermier:

Please find enclosed Construction Pay Voucher No. 5 in the amount of \$90,487.75 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor and we hereby recommend that the City of Waukee approve Construction Pay Voucher No. 5 for Joiner Construction.

If you have any questions or comments regarding the enclosed, please contact me at 515-284-1010.

Sincerely,



Brett Douglas, ASLA, PLA
Principal

CC: Danielle Joiner, Joiner Construction Co. Inc.

325 EAST 5TH STREET
DES MOINES, IA 50309

T 515 284 1010

WWW.GENUS-LA.COM

APPLICATION FOR PAYMENT

CAP702

Page: 1 of 4

To:
City of Waukee
805 University Ave
Waukee, IA 50263

PROJECT:
2016 FOX CREEK PARK
2016 Fox Creek Park Phase One
Improvement Project

Application No.:	Application Date:	Period To:	Contract Date:
5	SEP 28, 2016	SEP 30, 2016	APR 18, 2016
Project Nos:			
Distribution List:	<input type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

From Contractor:
Joiner Construction Co Inc
11996 490th Street
Plano, IA 52581

VIA ARCHITECT:
Genus
325 East 5th Street
Des Moines, IA 50309

CONTRACT FOR: 2016 Fox Creek Park Improvements Project

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

- | | | |
|--------------------------------------|----|-------------------|
| 1. Original Contract Amount: | \$ | <u>703,792.10</u> |
| 2. Net of Change Orders: | \$ | <u>-46,068.00</u> |
| 3. Net Amount of Contract: | \$ | <u>657,724.10</u> |
| 4. Total Completed & Stored to Date: | \$ | <u>631,318.60</u> |
| 5. Retainage Summary: | | |
| a. 5.00 % of Completed Work | \$ | <u>31,566.01</u> |
| b. 5.00 % of Stored Material | \$ | <u>0.00</u> |
| Total Retainage: | \$ | <u>31,566.01</u> |
| 6. Total Completed Less Retainage: | \$ | <u>599,752.59</u> |
| 7. Less Previous Applications: | \$ | <u>509,264.84</u> |

8. Current Payment Due, This Application:	\$	<u>90,487.75</u>
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9. Contract Balance (Including Retainage):	\$	<u>57,971.51</u>
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CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	-46,068.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	-46,068.00
NET of Change Orders:	-46,068.00	

CONTRACTOR'S CERTIFICATION:

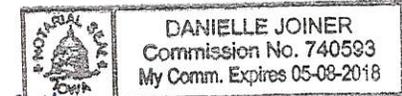
The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) [Signature]
Joiner Construction Co Inc
Date: SEP 28, 2016

State Authorized: Iowa
County of: Appanoose

Subscribed and sworn to before
me this 28 day of September 2016

Notary Public: [Signature]
My Commission expires: May 8, 2018



ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

[Signature]
(Architect's Signature)

Date: 9.29.16

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 4 Pages

From: Joiner Construction Co Inc 11996 490th Street Plano, IA 52581	To: City of Waukeee 805 University Ave Waukeee, IA 50263	Project: 2016 FOX CREEK PARK 2016 Fox Creek Park Phase One Improvement Project	Application No: 5 Application Date: 9/28/2016 Period To: 9/30/2016 Contract Date: 4/18/2016 Architects Project#:
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A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1.01	Mobilization	16,500.00	12,375.00	4,125.00	0.00	16,500.00	100	0.00	825.00
1.02	Survey/Staking	11,000.00	9,350.00	1,650.00	0.00	11,000.00	100	0.00	550.00
1.03	Stripping, Stockpiling 19166 CY@5.50/CY	105,413.00	94,871.70	10,541.30	0.00	105,413.00	100	0.00	5,270.66
1.04	Common excavation 3540 CY@8.80/CY	31,152.00	31,152.00	0.00	0.00	31,152.00	100	0.00	1,557.60
1.05	Borrow Fill Soil 4800 CY @17.60/CY	84,480.00	84,480.00	0.00	0.00	84,480.00	100	0.00	4,224.00
1.06	Erosion Control Measures	5,500.00	4,125.00	1,375.00	0.00	5,500.00	100	0.00	275.00
1.07	Erosion Control Fencing 19 Acres@330.00/Acre	6,270.00	4,702.50	1,567.50	0.00	6,270.00	100	0.00	313.51
1.08	Tree Protection Fencing 4@330.00	1,320.00	1,320.00	0.00	0.00	1,320.00	100	0.00	66.00
1.09	Rock Construction Access Dr.	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	110.00
1.10	Concrete Pavement Removal 70SF@13.20/SF	924.00	924.00	0.00	0.00	924.00	100	0.00	46.20
1.11	Removal of vegetation	19,800.00	19,800.00	0.00	0.00	19,800.00	100	0.00	990.00
1.12	Removal of Barb Wire Fence 762 LF@3.30/LF	2,514.60	2,514.60	0.00	0.00	2,514.60	100	0.00	125.73
2.01	8" N-12 Storm Pipe Installed 304LF@41.80/LF	12,707.20	12,707.20	0.00	0.00	12,707.20	100	0.00	635.36
2.02	8" A2000 Storm Pipe Installed 735 LF@27.50/LF	20,212.50	20,212.50	0.00	0.00	20,212.50	100	0.00	1,010.63
2.03	12" RCP Storm Pipe Installed 212 LF@60.50/LF	12,826.00	12,826.00	0.00	0.00	12,826.00	100	0.00	641.30
		332,819.30	313,560.50	19,258.80	0.00	332,819.30	100	0.00	16,640.99

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 4 Pages

From: Joiner Construction Co Inc 11996 490th Street Plano, IA 52581	To: City of Waukee 805 University Ave Waukee, IA 50263	Project: 2016 FOX CREEK PARK 2016 Fox Creek Park Phase One Improvement Project	Application No: 5 Application Date: 9/28/2016 Period To: 9/30/2016 Contract Date: 4/18/2016 Architects Project#:
---	--	--	--

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
2.04	15" RCP Storm Pipe Installed 58LF@62.70/LF	3,636.60	3,636.60	0.00	0.00	3,636.60	100	0.00	181.84
2.05	15" N-12 Storm Pipe Installed 106 LF @ 51.70/LF	5,480.20	5,480.20	0.00	0.00	5,480.20	100	0.00	274.01
2.06	18" RCP Storm Pipe Installed 304 LF@66.00/LF	20,064.00	20,064.00	0.00	0.00	20,064.00	100	0.00	1,003.20
2.07	Installed Area Drains (3) 3025.00 EA	9,075.00	9,075.00	0.00	0.00	9,075.00	100	0.00	453.75
2.08	24" Nyloplast Basin Installed 2 EA @ 3025.00	6,050.00	6,050.00	0.00	0.00	6,050.00	100	0.00	302.50
2.09	Installed TRM per Plans 1910 SF@1.65/SF	3,151.50	0.00	0.00	0.00	0.00	0	3,151.50	0.00
3.01	5" x 10' Concrete walks 23500SF@5.50/SF	129,250.00	116,325.00	12,925.00	0.00	129,250.00	100	0.00	6,462.51
3.02	5" x 8' Concrete Walks 5750 SF @ 5.50/SF	31,625.00	28,462.50	3,162.50	0.00	31,625.00	100	0.00	1,581.26
3.03	Installed Drinking Fountain & Pad	4,950.00	3,500.00	1,450.00	0.00	4,950.00	100	0.00	247.50
4.01	Install Native Seed Mix Type A 7 Ac @ 2860.00/AC	20,020.00	0.00	0.00	0.00	0.00	0	20,020.00	0.00
4.02	Installed turf seed mix Type B - 10.5 AC 3080.00/AC	32,340.00	0.00	29,106.00	0.00	29,106.00	90	3,234.00	1,455.30
4.03	30" Height Shrubs Installed 30 Each @61.05 Ea	1,831.50	0.00	1,831.50	0.00	1,831.50	100	0.00	91.58
		600,293.10	506,153.80	67,733.80	0.00	573,887.60	96	26,405.50	28,694.44

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 4 of 4 Pages

From:
Joiner Construction Co Inc
11996 490th Street
Plano, IA 52581

To:
City of Waukee
805 University Ave
Waukee, IA 50263

Project:
2016 FOX CREEK PARK
2016 Fox Creek Park Phase One
Improvement Project

Application No: 5
Application Date: 9/28/2016
Period To: 9/30/2016
Contract Date: 4/18/2016
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
4.04	1" Cal B&B Trees Installed 6 EA @ 170.50	1,023.00	0.00	1,023.00	0.00	1,023.00	100	0.00	51.15
4.05	1.5" Cal B&B Trees Installed 25 @ 245.30 EA	6,132.50	0.00	6,132.50	0.00	6,132.50	100	0.00	306.63
4.06	2" Cal. B&B Trees Installed 19 EA @ 325.60 EA	6,186.40	0.00	6,186.40	0.00	6,186.40	100	0.00	309.32
4.07	6-8' B&B Coniferous trees Installed 9 EA @ 290.40 EA	2,613.60	0.00	2,613.60	0.00	2,613.60	100	0.00	130.68
A1.01	Alt#1-5" x 8' Concrete Walks 9800 SF @ 5.50/SF	53,900.00	48,510.00	5,390.00	0.00	53,900.00	100	0.00	2,695.00
A2.01	Alt #2-5" x 8' Concrete Walks 5550 SF @ 5.50/ SF	30,525.00	27,472.50	3,052.50	0.00	30,525.00	100	0.00	1,526.26
A3.01	Alt #3-5" Concrete Pads for Benches 225 SF @ 5.50/SF	1,237.50	0.00	1,237.50	0.00	1,237.50	100	0.00	61.88
A3.02	Alt#3-Park Signs-3 EA	495.00	0.00	495.00	0.00	495.00	100	0.00	24.75
A3.03	Alt #3-1 Gallon Potted Grasses 90 EA @ 15.40 EA	1,386.00	0.00	1,386.00	0.00	1,386.00	100	0.00	69.30
CO1	CO1- Addtl Common Excavation Deduction for Borrow Fill Soil	46,068.00-	46,068.00-	0.00	0.00	46,068.00-	100	0.00	2,303.40-
		657,724.10	536,068.30	95,250.30	0.00	631,318.60	96	26,405.50	31,566.01



AGENDA ITEM: D1B

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Public Surface Water Flowage Easement related to the Southwest Area Trunk Sewer Extension Project (Phillips-Hamilton, Inc.)

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: This easement is required for the drainage from the outlet on the School Transportation Facility.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Easement

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING PUBLIC SURFACE WATER FLOWAGE EASEMENT ASSOCIATED
WITH SOUTHWEST AREA TRUNK SEWER EXTENSION PROJECT
[PHILLIPS-HAMILTON, INC.]

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Dallas County, State of Iowa, is a duly organized Municipal Organization; **AND**,

WHEREAS, it has been determined that a Public Surface Water Flowage Easement is necessary for the purpose of construction of the Southwest Area Trunk Sewer Extension Project; **AND**,

WHEREAS, said easement shall be located on a portion of the property owned by Phillips-Hamilton, Inc., and legally described as referenced in Exhibit A, Easement Area, of the Public Surface Water Flowage Easement which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 10th day of October, 2016, that it hereby approves the Public Surface Water Flowage Easement related to the Southwest Area Trunk Sewer Extension Project, with payment made by the City to property owner(s) Phillips-Hamilton, Inc., in the amount of \$1,463.00.

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman				
Brian Harrison				
Shelly Hughes				
Larry R. Lyon				
Rick Peterson				

PUBLIC SURFACE WATER FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Phillips-Hamilton Inc. (hereinafter called "Grantor), in consideration of the sum of One Thousand Four Hundred Sixty Three Dollars (\$1,463.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the City of Waukee, Iowa, a municipal Corporation (hereinafter referred to as "the City"), perpetual easement for an overland flowage and right-of-way area of a size and specifications as approved by the City over, under, through and across the following described real estate the real property legally described as:

SEE EXHIBIT A ATTACHED

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating and maintaining a surface water flowage area and which permits and allows the City to enter at any time upon and into said Easement as described herein, to patrol, police and maintain said Easement and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair and to forever maintain said easement whenever necessary, in the City's sole discretion. No structure or building of any kind whatsoever shall be erected upon the said Easement without the express written consent of the City.

3. Maintenance.

The Grantor(s), their successors and assigns covenant and agree to keep and maintain the grading and elevations of said Easement(s), and any other repairs or maintenance that may be necessary, including but not limited to, necessary work to the drainage way, in accordance with engineering plan approved by the City.

The Grantor(s) further agree to keep and maintain the Easement(s) free and clear of bushes, brush, trees, trash, debris, weeds, undergrowth, objects, structures, fences, landscape elements, dirt fill, other obstructions, or affect grades in a manner which may interfere, obstruct or impede the flow of water in the Easement(s) areas in a manner acceptable to the City.

The nature and purpose of this easement require for the free flow of water over and across the easement area and in the event that the City undertakes any work in the easement area the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures or underground water systems.

4. Right of Access.

The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to repair, or reconstruct the surface water flowage area and remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless.

The Grantor(s), subsequent property owners their successors and assigns agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

6. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Jurisdiction and Venue.

The City and the Grantor(s) agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement(s), and said parties shall consent to the jurisdiction of the persons and the subject matter being in Dallas County, Iowa.

8. Words and Phrases.

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

9. Attorney's Fees.

The City may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

10. Parties.

The term "City" as used herein shall refer to the City of Waukee, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to the Grantors, their heirs, assigns, successors-in-interest, or lessees, if any.

11. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

12. Paragraph Headings.

ACCEPTANCE BY CITY OF WAUKEE, IOWA

CITY OF WAUKEE, IOWA,
an Iowa municipal corporation

By: _____
William F. Peard,
Mayor of the City of Waukee, Iowa

By: _____
Rebecca D. Schuett
City Clerk

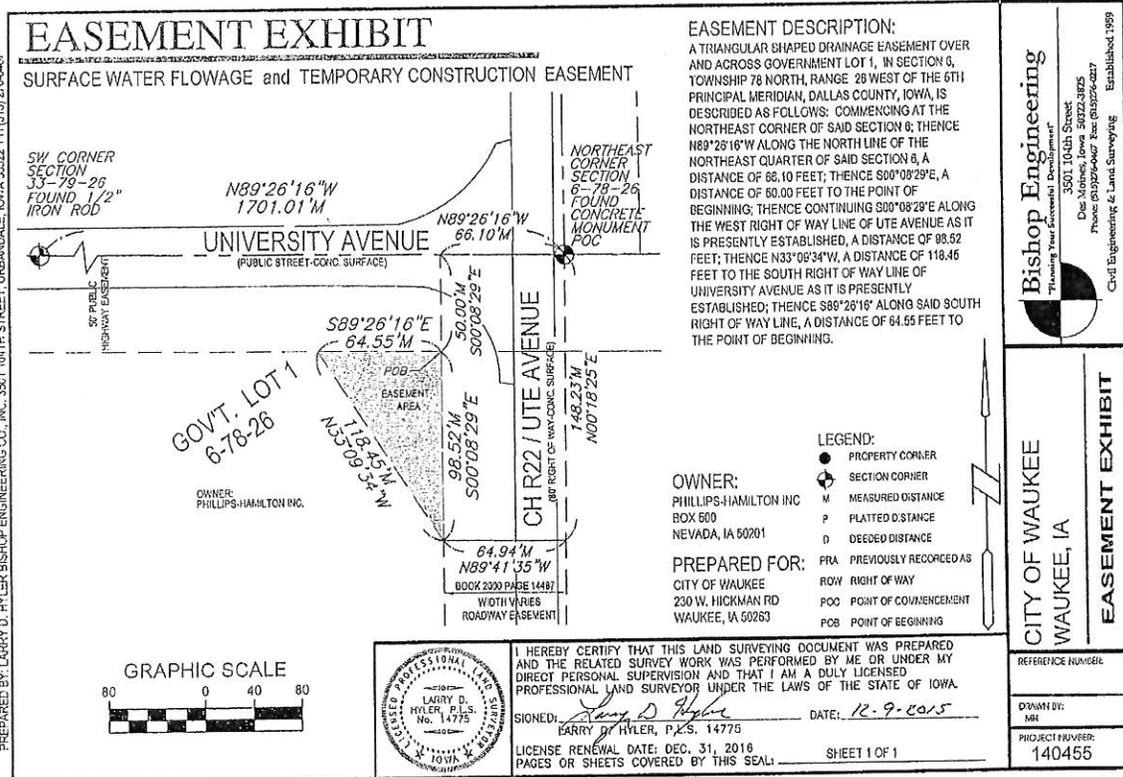
STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Waukee, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Waukee, by it and by them voluntarily executed.

By: _____
Printed Name: _____
Notary Public in and for the State of Iowa

EXHIBIT A – LEGAL DESCRIPTION

A TRIANGULAR SHAPED DRAINAGE EASEMENT OVER AND ACROSS GOVERNMENT LOT 1, IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°26'16"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 66.10 FEET; THENCE S00°08'29"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°08'29"E ALONG THE WEST RIGHT OF WAY LINE OF UTE AVENUE AS IT IS PRESENTLY ESTABLISHED, A DISTANCE OF 98.52 FEET; THENCE N33°09'34"W, A DISTANCE OF 118.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF UNIVERSITY AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S89°26'16" ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 64.55 FEET TO THE POINT OF BEGINNING.



EASEMENT DESCRIPTION:
 A TRIANGULAR SHAPED DRAINAGE EASEMENT OVER AND ACROSS GOVERNMENT LOT 1, IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 6TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°26'16"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 66.10 FEET; THENCE S00°08'29"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°08'29"E ALONG THE WEST RIGHT OF WAY LINE OF UTE AVENUE AS IT IS PRESENTLY ESTABLISHED, A DISTANCE OF 98.52 FEET; THENCE N33°09'34"W, A DISTANCE OF 118.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF UNIVERSITY AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S89°26'16" ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 64.55 FEET TO THE POINT OF BEGINNING.

OWNER:
 PHILLIPS-HAMILTON INC
 BOX 600
 NEVADA, IA 50201

PREPARED FOR:
 CITY OF WAUKEE
 230 W. HICKMAN RD
 WAUKEE, IA 50263

- LEGEND:**
- PROPERTY CORNER
 - ⊕ SECTION CORNER
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - D DEEDED DISTANCE
 - PRA PREVIOUSLY RECORDED AS
 - ROW RIGHT OF WAY
 - POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING



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

SIGNED: *Larry D. Hylar* DATE: 12-9-2015
 LARRY D. HYLER, P.L.S. 14775

LICENSE RENEWAL DATE: DEC. 31, 2016 SHEET 1 OF 1
 PAGES OR SHEETS COVERED BY THIS SEAL:

Bishop Engineering
 Training Your Environmental Development

3501 104th Street
 Des Moines, IA 50325
 Phone: 515.282.4247 Fax: 515.282.4247
 Established 1999

CITY OF WAUKEE
WAUKEE, IA

EASEMENT EXHIBIT

REFERENCE NUMBER:

DRAWN BY:
 MH

PROJECT NUMBER:
 140455



AGENDA ITEM: D1C

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Sanitary Sewer Easement and Memo of Understanding associated with the Southwest Area Trunk Sewer Extension Project (Mark and Diane Foust)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The easement from Mark and Diane Foust is required for the construction of the Southwest Area Trunk Sewer Extension Project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Easement

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING SANITARY SEWER EASEMENT AND MEMO OF UNDERSTANDING ASSOCIATED WITH SOUTHWEST AREA TRUNK SEWER EXTENSION PROJECT [MARK AND DIANE FOUST]

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Dallas County, State of Iowa, is a duly organized Municipal Organization; **AND**,

WHEREAS, it has been determined that a Sanitary Sewer Easement is necessary for the purpose of construction of the Southwest Area Trunk Sewer Extension Project; **AND**,

WHEREAS, said easement shall be located on a portion of the property owned by Mark and Diane Foust and legally described as referenced in Exhibit A, Easement Area, of the Sanitary Sewer Easement which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 10th day of October, 2016, that it hereby approves the Sanitary Sewer Easement and Memo of Understanding related to the Southwest Area Trunk Sewer Extension Project, with payment made by the City to property owner(s) Mark and Diane Foust in the amount of \$13,003.00.

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman				
Brian Harrison				
Shelly Hughes				
Larry R. Lyon				
Rick Peterson				

SANITARY SEWER EASEMENTS

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easements.

The undersigned, Mark Foust and Diane M. Foust, husband and wife, (hereinafter referred to as the "Grantors"), of the City of Waukee, Dallas County, Iowa, in consideration of the sum of Thirteen Thousand Three and 00/100 Dollars (\$13,003.00), a sanitary service stub at manhole located east of creek on south side of Grantors' property for connection by Grantors, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, and convey to the City of Waukee, Iowa, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easements") and a Temporary Easement (both referred to as "Easements") and right-of-way upon, over, under, through and across the real property legally described as with the Easement Area being described below:

Lot 1, Leonard's Subdivision, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa ("Grantors' Property").

Perpetual Easement

Said perpetual easement for sanitary sewer purposes only and for no other purposes or uses being a strip easement 30.00 feet in width lying 15.00 feet on each side of the following described line or line extended:

Commencing at the Northwest corner of said Lot 1; thence North 83°(degrees) 45'(minutes) 36"(seconds) East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance of 155.22 feet along the North line of said Lot 1 to the point of beginning; thence South 01°21'59" East, a distance of 206.48 feet; thence South 60°20'08" East, a distance of 200.00 feet; thence South 72°18'17" East, a distance of 142.92 feet to the North line of Lot 3 of said Leonard's Subdivision. The sidelines of said strip to be shortened or lengthened to terminate at the North line of said Lot 1 and at the North line of said Lot 3. ("Easement Area")

Containing 16,482 square feet, more or less.

Temporary Easement

Said temporary easement being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence North 83°(degrees) 45'(minutes) 36"(seconds) East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance of 114.86 feet along the North line of said Lot 1 to the point of beginning; thence continuing North 83°45'36" East, a distance of 60.53 feet along said North line; thence South 01°21'59" West, a distance of 197.21 feet; thence South 60°20'08" East, a distance of 113.63 feet; thence South 72°18'17" East, a distance of 252.92 feet to the West line of Lot 2 of said Leonard's Subdivision; thence South 00°04'14" East, a distance of 15.20 feet along said West line of Lot 2 to the Southwest corner thereof, said point being on the North line of Lot 3 of said Leonard's Subdivision; thence South 83°38'19" West, a distance of 111.68 feet along said North line; thence North 72°18'17" West, a distance of 161.87 feet; thence North 60°20'08" West, a distance of 155.76 feet; thence North 01°21'59" East, a distance of 225.03 feet to the point of beginning. ("Temporary Easement Area")

Containing 17,554 square feet, more or less, excluding perpetual easement. This Temporary Easement shall expire on November 1, 2017 and all rights granted to the City with respect to the Temporary Easement shall then terminate.

The description of the Perpetual Easement and of the Temporary Easement are referred to as "Easement Area".

2. Use and Purpose of Easements.

This Easement shall be granted for the sole purpose of locating a sanitary sewer (hereinafter referred to as "Sewer") and to permit and allow the city to enter upon, over, under, through, and across and into the Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement Area. No permanent structure or building of any kind whatsoever shall be erected within the Easement Area without the express written consent of the City.

3. Maintenance.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the construction reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement Area to substantially the same condition as prior to commencement of construction of the sewer, except that Grantor has been compensated for trees that may be removed as part of construction and maintenance and no trees shall be planted by the City as part of any restoration. The City shall be required to replace, restore and repair ground and fencing back to their original conditions before construction and to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise as a result of work undertaken by Grantee within the easement area subsequent to the restoration and/or replacing of the Easement Area within a period of two years following final completion of any such work by Grantee.

4. Sewer Connection.

As consideration for the granting of the Easement, the City grants Grantors the unqualified right to connect a single home to the sanitary sewer system (Sewer), at no cost to Grantors, at a location labeled MH-4 on Veenstra & Kimm, Inc. drawings dated September 16, 2016 enabling Grantors to connect directly with the City provided manhole.

5. Right of Access.

The City shall have the right of access to the Easement Area but to no other portions of Grantors' Property and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.

6. Hold Harmless.

The Grantors and the City agree to indemnify and hold harmless each other and their representatives, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the parties arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

7. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantors including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

8. Jurisdiction and Venue.

The City and the Grantors agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Dallas County, Iowa.

9. Words and Phrases.

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

10. Parties.

The term "City" as used herein shall refer to the City of Waukee, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantors" shall refer to Mark Foust and Diane M. Foust, their heirs, assigns, successors-in-interest, or lessees, if any.

11. Attorney's Fees.

The City may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

12. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

13. Paragraph Headings.

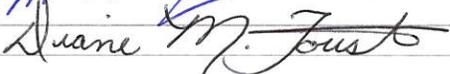
The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Grantors do HEREBY COVENANT with the City that Grantors hold said real estate described in this Easement Area by title in fee simple; that Grantors have good and lawful authority to convey the same; and said Grantors covenant to WARRANT AND DEFEND the said Easement Area against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Dated this 4 day of October, 2016.

Mark Foust and Diane M. Foust		City of Waukee
		
		
		William F. Peard, Mayor

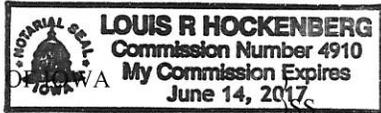
Attest:		Attest:
		Tim Moerman, City Administrator

STATE OF IOWA)
) SS:
 COUNTY OF DALLAS)

On this 4 day of October, 2016, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Mark Foust and Diane M. Foust.

[Handwritten Signature]

Notary Public in and for the State of Iowa



STATE OF IOWA
 COUNTY OF DALLAS)

On this _ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State personally appeared William Peard and Tim Moerman, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Administrator of the City of Waukee, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Waukee, by it and by them voluntarily executed.

 Notary Public in and for the State of Iowa

PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:

MARK FOUST AND
DIANE M. FOUST

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA

BOOK 627 PAGE 159

NE CORNER
SW 1/4 NW 1/4
FOUND 1/2" REBAR
W/YELLOW
CAP#12106

NW 1/4 NW 1/4
SEC 8-78-26

NW CORNER
SW 1/4 NW 1/4
FOUND 1/2" REBAR
W/YELLOW
CAP#ILLEGIBLE

S83°45'36"W (M) 1,313.64' (M)
S83°21'19"W (R) 1,315.92' (R)

N83°45'36"E
155.22'

P.O.B.

P.O.C.
NW CORNER
LOT 1

S01°21'59"W
206.48'

30.00'

15.00'

LEONARD'S
SUBDIVISION

①

②

S72°18'17"E
142.92'

18

S60°20'08"E
200.00'

N83°38'19"E (M)
N83°10'00"E (R)
200.00' (M&R)

N00°34'22"E (M)
N00°02'17"E (R)
269.16' (M)
270.00' (R)

③

FOUND CAPPED
PIN 0.65' SOUTH
OF LINE, HELD FOR
NORTH-SOUTH LINE

NE CORNER
LOT 6

NW CORNER
LOT 6

59.71'

N83°38'19"E (M) 259.89' (M)
N83°10'00"E (R) 260.00' (R)

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND 1/2" REBAR W/YELLOW CAP#6808
- FOUND 1/2" REBAR W/YELLOW CAP#4640
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- ▨ PERPETUAL EASEMENT 16,482 SQUARE FEET



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	JJK
DATE	08-11-15
A.C.	



SANITARY SEWER EASEMENT IN
LOT 1, LEONARD'S SUBDIVISION

DWG. NO.

E-3
1 OF 2

VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-223-7648 (FAX) • 800-241-8000 (TATS)

PROJECT 270273

PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
MARK FOUST AND
DIANE M. FOUST

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA

BOOK 627 PAGE 159

NE CORNER
SW 1/4 NW 1/4
FOUND 1/2" REBAR
N/YELLOW
CAP#12106

NW 1/4 NW 1/4
SEC 8-78-26

NW CORNER
SW 1/4 NW 1/4
FOUND 1/2" REBAR
N/YELLOW
CAP#ILLEGIBLE

S83°45'36"W (M) 1,313.64' (M)
S83°21'19"W (R) 1,315.92' (R)

NE 1/4 NE 1/4
SEC 7-78-26

PT. SE 1/4 NE 1/4
SEC 7-78-26
(UNPLATTED)

P.O.B.
L1 L2

P.O.C.
NW CORNER
LOT 1

LEONARD'S
SUBDIVISION

LEONARD'S
SUBDIVISION
PLAT 2

LINE	BEARING	DISTANCE
L1	N83°45'36"E	114.86'
L2	N83°45'36"E	60.53'
L3	S01°21'59"W	197.21'
L4	S60°20'08"E	113.63'
L5	S72°18'17"E	252.92'
L6	S00°04'14"E	15.20'
L7	S83°38'19"W	111.68'
L8	N72°18'17"W	161.87'
L9	N60°20'08"W	155.76'
L10	N01°21'59"E	225.03'

L7
N83°38'19"E (M)
N83°10'00"E (R)
200.00' (M&R)

N00°34'22"E (M)
N00°02'17"E (R)
269.16' (M)
270.00' (R)

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND 1/2" REBAR N/YELLOW CAP#6808
- FOUND 1/2" REBAR N/YELLOW CAP#4640
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- ▨ TEMPORARY EASEMENT 17,554 SQUARE FEET

NW CORNER
LOT 6

53.71'

N83°38'19"E (M) 259.89' (M)
N83°10'00"E (R) 260.00' (R)

FOUND CAPPED
PIN 0.65' SOUTH
OF LINE, HELD FOR
NORTH-SOUTH LINE

NE CORNER
LOT 6

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)



SCALE 1"=100'
DRAWN TJP
CHECKED BJM
APPROVED JJK
DATE 08-11-18
A.C.



VEENSTRA & KIMM, INC.

CONSTRUCTION EASEMENT IN
LOT 1, LEONARD'S SUBDIVISION

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7649 (FAX) • 800-241-8000 (VATS)

DWG. NO.

E-3
2 OF 2

PROJECT 270273

MEMO OF UNDERSTANDING

1. Intent

This memo of understanding is to outline and describe the procedures for providing compensation for native seeding across the property owned by Mark Foust and Diane M. Foust (hereinafter referred to as the "Owner(s)") as part of the initial construction of the Southwest Area Trunk Sewer Extension Project ("Project") by the City of Waukee, Iowa, a municipal corporation (hereinafter referred to as the "City").

2. Compensation for Native Seeding

Upon the easements being executed by both parties, the City agrees to provide additional compensation to the Owner(s) in the amount of \$750.00 for seeding an area of 33,000 square feet. This amount represents the value of the native seeding required across the easement areas (33,000 square feet). The compensation shall be paid at the same time compensation is paid under a separate Sanitary Sewer Easement(s).

3. This memo of understanding is intended to explain and confirm how compensation for native seeding will be made by the City. This Memorandum is not intended to alter the easements granted by Property Owners in any way but is intended instead to confirm the City's agreement to provide additional compensation for native seeding.

Dated this 28th day of September, 2016.

Owner



Mark Foust



Diane M. Foust

City of Waukee

John Gibson, Public Works Director



AGENDA ITEM: D1D

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: Consideration of approval of a resolution approving ordering construction of certain public improvements, and fixing a date for hearing thereon and taking bids therefor [Southwest Area Trunk Sewer Extension Project]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The Southwest Area Trunk Sewer Extension Project includes the labor, materials, and equipment necessary for the construction of 2,536 linear feet of 8-inch through 24-inch diameter sanitary sewer in open cut, 440 linear feet of 24-inch diameter sanitary sewer augured in steel casing, manholes, excavation and backfill, surface restoration, and clean up. The sewer will service the area north and south of Ashworth Road west of R22.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

RESOLUTION 16-

RESOLUTION ORDERING CONSTRUCTION OF THE
SOUTHWEST AREA TRUNK SEWER EXTENSION, AND
FIXING A DATE FOR HEARING THEREON AND TAKING
OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Southwest Area Trunk Sewer Extension; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Southwest Area Trunk Sewer Extension, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

Construct Southwest Area Trunk Sewer Extension including all labor, materials and equipment necessary for 2,536 linear feet of 8-inch through 24-inch diameter sanitary sewer in open cut, 440 linear feet of 24-inch diameter sanitary sewer augured in steel casing, manholes, excavation and backfill, surface restoration and miscellaneous associated work, including cleanup.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 2, 2016, which

is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M., on such date.

The City Council hereby delegates to City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 7, 2016, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in "The Dallas County News", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on November 7, 2016.

PASSED AND APPROVED this 10th day of October, 2016.

Mayor

ATTEST:

City Clerk

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: Consideration of approval of a resolution approving purchase of irrigation equipment from TurfWerks of Johnston, IA, in the amount of \$52,182.53 [Sugar Creek Municipal Golf Course]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This resolution is for the purchase of irrigation wire, surge arrestors, grounding, and 215 internal communication modules for each sprinkler head. The sewer project will cross the irrigation system in 14 different locations, causing the wires to be spliced 14 different times. The current irrigation is the original system installed when the course was built. The new system would only require two wires to be pulled to each sprinkler head and would allow for flexibility in the future. The new irrigation wiring system does not have above ground electrical controllers. In the past 3 years the above ground controllers have been hit 3 times by lightning.

Attached is a letter from TurfWerks noting that they are the sole source provider for Rainbird products in our area. We currently have Rainbird computer system and sprinkler heads, requiring the Rainbird wiring.

The \$52,182.53 is for the materials only. Staff is currently seeking quotes from three contractors for the installation of the materials. It is anticipated that staff will be presenting a contract for installation at the October 17th meeting. The desire is for the irrigation wiring install to be completed prior to the ground freezing.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$52,182.53

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:

- I. Proposed Resolution
- II. TurfWerks Quote
- III. TurfWerks Letter

PREPARED BY: Matt Jermier

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING PURCHASE OF IRRIGATION EQUIPMENT FROM
TURFWORKS OF JOHNSTON, IA, IN THE AMOUNT OF \$52,182.53
[SUGAR CREEK MUNICIPAL GOLF COURSE]

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Iowa is a duly organized municipality within Dallas County; **AND**,

WHEREAS, the City of Waukee Parks and Recreation Department recommends the purchase of Rainbird irrigation equipment from TurfWorks of Johnston, IA, in the amount of \$52,182.53; **AND**,

WHEREAS, the Sugar Creek Municipal Golf Course uses the Rainbird computer system and sprinkler heads, requiring Rainbird wiring; **AND**,

WHEREAS, TurfWerks is the exclusive provider of Rainbird products in Iowa and certain surrounding states.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 10th day of October, 2016, that it hereby approves the purchase of irrigation equipment from TurfWorks of Johnston, IA, in the amount of \$52,182.53 [Sugar Creek Municipal Golf Course].

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman				
Brian Harrison				
Shelly Hughes				
Larry R. Lyon				
Rick Peterson				



5225 NW Beaver Drive
 Johnston, IA 50131
 Toll Free: 877-544-8102
 Fax: 515-270-0117

Sugar Creek Golf Course

 Waukee, IA

 Steve Elliot

DATE 10/5/2016 **SALESMAN** Alex Tucker **P.O.#** **SHIP VIA** **TERMS** NET 30

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
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NOTES

- *INSTALL 215 NEW ICM'S ON EXISTING SPRINKLERS AND ELECTRIC VALVES.
- *NEW MAXI WIRE WILL BE PLOWED TO ALL LOCATIONS AS SHOWN ON THE IRRIGATION PLAN.
- *INSTALL 31 ICSD SURGE ARRESTORS AND GROUNDING PER RAIN BIRD SPECIFICATIONS.
- *INSTALL NEW IC INTERFACE AND CENTRAL GROUNDING GRID.
- *REPROGRAM THE EXISTING CENTRAL COMPUTER.
- *GPS ALL IMPORTANT POINTS FOR AS-BUILT REFERENCE.

DECODER/IC EQUIPMENT

214010	ICM	215	EA.	109.29	23497.35
HS6000	ICI750-1500	1	EA.	9699.11	9699.11
HS1000	ICSD	31	EA.	70.49	2185.19

RAINBIRD GOLF SPRINKLERS

A900IC	ROTOR FC VIH-E IC	5	EA.	292.89	1464.45
200PESB	VALVE 24V 2" SCRUB	6	EA.	128.21	769.26
214011	IC ADAPTER FOR ELECTRIC VALVES	6	EA.	4.21	25.26

WIRE

GR588	GROUND ROD 5/8 X 8'	1	EA.	24.29	24.29
GRE58	CLAMP 5/8"	1	EA.	4.29	4.29
GRPL4X96	GROUNDING PLATE 4" X 96"	1	EA.	145.71	145.71
GRPL4X36	GROUNDING PLATE 4" X 36"	31	EA.	84.29	2612.87
14MC	MAXI WIRE #14	27500	FT.	0.3810	10477.50
DBR/Y	KING DBRY600 (20235)	600	EA.	1.02	612.00

VALVE BOXES

190106	JUMBO VALVE BOX W/SNAP LOCK LID	1	EA.	51.00	51.00
181112	10" ROUND BOX AND BLACK LID "ELECTRIC"	45	EA.	13.65	614.25

TERMS AND CONDITIONS:

*Prices do not include any applicable shipping charges or sales tax unless stated.
 *All additional materials ordered after original shipment will be subject to freight charges. All returns are subject to freight charges.
 *All returns are subject to restocking fee's. Those fee's will be determined by each vendor (25%). All returns must be in like new condition.
 *Pipe Prices Guaranteed until
 *Wire Prices Guaranteed until
 *All other Prices Guaranteed for 30 days from 10/5/2016

SUBTOTAL	\$	52,182.53
FREIGHT EST		
MISC		
TOTAL	\$	52,182.53

**Materials after the guarantee date will be subject to price increases.
This estimate is provided for Customer convenience. Turfwerks does not guarantee any materials quantities for projects. You should compare these quantities to your own.

MATERIALS SUBTOTAL * \$ 52,182.53

MATERIALS TOTAL * \$ 52,182.53

**By signing this agreement you agree to all of the above terms and conditions:*

Signature: _____

Title: _____

Date: _____

10/5/16

City of Waukee
Sugar Creek Golf Course

Dear Sir,

Turfwerks is the sole source of Rain Bird Golf Irrigation products for Sugar Creek Golf Course. Rain Bird has an exclusive agreement for the golf irrigation product line in your area with Turfwerks. No other Distributor can offer you direct Rain Bird golf products under this agreement.

Turfwerks is based out of Johnston Iowa and currently the sole source of Rain Bird golf irrigation products in the following States: Kansas, Missouri, Iowa, Nebraska and parts of Illinois.

Turfwerks corporate address is as follows:

Federal Tax ID number: 42-1262311
5225 NW Beaver Drive
Johnston, IA 50131
Toll Free: 877-544-8102
Fax: 515-270-0117

Cordially,



Brian Freeman
Manager, Irrigation Division



**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: Consideration of approval of a resolution approving the awarding of prizes for participation by the public on social media sites

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: Offering promotional items for participation on social media sites is desirable and beneficial to increase traffic and engagement on the City social media sites by members of the general public, which are useful tools to provide information to the public about matters of general interest in the City.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: The City Attorney has reviewed the resolution and finds it satisfactory.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution

PREPARED BY: Summer Evans

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING THE AWARDING OF PRIZES FOR PARTICIPATION BY THE PUBLIC ON SOCIAL MEDIA SITES DURING CERTAIN PROMOTIONAL PERIODS AS ESTABLISHED BY THE MARKETING AND COMMUNICATIONS DIRECTOR.

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Dallas County, State of Iowa, is a duly organized Municipal Organization; **AND**,

WHEREAS, the City has excess City branded water bottles, picnic blankets, flashlights and promotional items (“marketing materials”); and

WHEREAS, the City believes it is desirable and beneficial to increase traffic and participation on the City social media sites by members of the general public, which are useful tools to provide information to the public about matters of general interest in the City; **AND**

WHEREAS, the Marketing and Communications Department desires to offer promotional items (marketing material) as prizes for public participation on the CITY social media sites during certain promotional periods, and rules established by the Marketing and Communications Director as part of any such promotional effort (“giveaway”); **AND**

WHEREAS, all City of Waukee and City of Waukee departmental social media channels, including but not limited to Facebook, Twitter and Instagram, may be utilized to increase engagement through the process of giving away City marketing materials. **AND**,

WHEREAS, the giveaways shall follow all guidelines and by-laws set by the respective social media channels, and applicable law, and be awarded randomly to eligible participants in accordance with rules applicable to any such promotion as established by the Communications and Marketing Director; **AND**,

WHEREAS, City of Waukee employees, elected or appointed officials are prohibited from being awarded items through the City of Waukee social media promotional giveaways established, and carried on, by the Marketing and Communications Department.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 10th day of October, 2016, that it hereby approves the Marketing and Communications Director (or designee) use of social media channels for promotional giveaways of City marketing material in accordance with the aforementioned guidelines.

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

ROLL CALL VOTE

AYE

NAY

ABSENT

ABSTAIN

Anna Bergman

Brian Harrison

Shelly Hughes

Larry R. Lyon

Rick Peterson



**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: October 10, 2016

AGENDA ITEM: ALL ITEMS

FORMAT: Work Session

SYNOPSIS INCLUDING PRO & CON: City staff will discuss the following:

- 1) DART Forward 2035 plan presentation (DART REPRESENTATIVES)
- 2) Festival transition update (MATT JERMIER)
- 3) Home-based business regulations (BRAD DEETS)
- 4) Neighborhood report (JOHN GIBSON)
 - A. Sidewalk conditions
 - B. Curb conditions
 - C. Asphalt overlay improvements
- 5) Fox Creek Trunk Sewer Phase 3 alignment (JOHN GIBSON)
- 6) Alice's Road Corridor utility relocation (JOHN GIBSON)
- 7) Sanitary sewer project financing plan (LINDA BURKHART, JOHN GIBSON)
- 8) Central Iowa Code Consortium (CLINT ROBINSON, BRAD DEETS)
- 9) Multi-family zoning regulations (BRAD DEETS)

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION:

ATTACHMENTS: Supporting materials for each work session item will be presented during the meeting.

PREPARED BY: Becky Schuett

REVIEWED BY: