WAUKEE CITY COUNCIL
REGULAR MEETING AGENDA

DATE: MONDAY, OCTOBER 3, 2016
TIME: 5:30 P.M.

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

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. OPEN FORUM

[Pursuant to City Council Rules of Procedure, presentations under Open Forum shall be limited to three (3) minutes per individual. Please refer to the footnotes on this agenda for more detailed Open Forum procedures.]

E. AGENDA APPROVAL

Documents:

10032016_AGENDA.PDF

F. MAYOR'S REPORT

G. PRESENTATIONS

G.1. Waukee Public Library Board Of Trustees Report

Documents:

G01.PDF

G.2. Waukee Planning & Zoning Commission Report

Documents:

G02.PDF

G.3. PROCLAMATION: In Recognition Of Randy Jensen For His Work On The Raccoon River Valley Trailhead Public Art Project

Documents:

G03.PDF

G.4. PROCLAMATION: In Recognition Of Jim Miller For His Work On The Raccoon River Valley Trailhead Public Art Project

Documents:

G04.PDF

H. PUBLIC HEARINGS

H.1. On The Annexation Of Consenting Properties By The City Of Waukee, Iowa, With Consideration Of The Annexation Taking Place Immediately Thereafter [Shadow Creek Estates And Currier Property]

Documents:

H01.PDF

H.2. On An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From A-1 To R-2, A Property To Be Known As Fox Creek Estates Plat 10

Documents:

H02.PDF

H.3. On An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From A-1 To R-2 And R-4/PD-1, A Property To Be Known As Indi Run

Documents:

H03.PDF

H.4. On An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From R-4/PD-1 To C-1/PD-1, A Property Known As Outlot Z Of Williams Pointe Plat 14

Documents:

H04.PDF

I. PUBLIC HEARING ACTION ITEMS

I.1. RESOLUTION: Consideration Of Approval Of A Resolution Approving The Annexation Of Consenting Properties By The City Of Waukee, Iowa [Shadow Creek/Currier Property]

Documents:

I01.PDF

I.2. ORDINANCE: Consideration Of Approval Of An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From A-1 To R-2, A Property To Be Known As Fox Creek Estates Plat 10 [Introduction; First Reading]

Documents:

I02.PDF

I.3. ORDINANCE: Consideration Of Approval Of An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From A-1 To R-2 And R-4/PD-1, A Property To Be Known As Indi Run

[Introduction; First Reading]

Documents:

I03.PDF

I.4. ORDINANCE: Consideration Of Approval Of An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From R-4/PD-1 To C-1/PD-1, A Property Known As Outlot Z Of Williams Pointe Plat 14 [Introduction; First Reading]

Documents:

I04.PDF

J. ACTION ITEMS

J.1. CONSENT AGENDA

J.1.A. *Consideration Of Approval Of 10/03/2016 Bill List; 09/15/2016 Payroll*

Documents:

J01A.PDF

J.1.B. *Consideration Of Approval Of City Council Minutes Of 09/19/2016 Regular Meeting*

Documents:

J01B.PDF

J.1.C. *Consideration Of Receipt And File Of 06/01/2016 Correspondence From U.S. Cellular Regarding Option 1 Renewal Of Lease Agreement*

Documents:

J01C.PDF

J.1.D. *Consideration Of Approval Of A Resolution Recognizing City Week Iowa, October 10-14, 2016*

Documents:

J01D.PDF

J.1.E. *Consideration Of Receipt And File Of The Purchase Of A John Deere 1585 Snow Blower From Van Wall Equipment Of Urbandale, IA, In The Amount Of $38,520.37*

Documents:

J01E.PDF

J.1.F. *Consideration Of Approval Of Payment Estimate No. 5 To Joiner Construction Co., Inc., For The Fox Creek Park Improvement Project, Phase 1, In The Amount Of $46,068.00*

Documents:

J01F.PDF

J.1.G. *Consideration Of Approval Of Payment Estimate No. 2 (Final) To Howrey Construction For The South Middle School Bike Trail In The Amount Of $3,990.00*

Documents:

J01G.PDF

J.1.H. *Consideration Of Approval Of A Contract Modification No. 23 To The Iowa Department Of Transportation For The 105th Street/Alice's Road I-80 Interchange Project Decreasing The Contract Amount By $7,241.10*

Documents:

J01H.PDF

J.1.I. *Consideration Of Approval Of A Contract Modification No. 24 To The Iowa Department Of Transportation For The 105th Street/Alice's Road I-80 Interchange Project Increasing The Contract Amount By $10,200.00*

Documents:

J01I.PDF

J.1.J. *Consideration Of Approval Of A Resolution Approving Amendment No. 1 To Agreement 15-109, Master Agreement For Shared Use Projects (Iowa Communications Network)*

Documents:

J01J.PDF

J.1.K. *Consideration Of Approval Of A Resolution Approving Construction Drawings [Waukee Market Place Plat 1]*

Documents:

J01K.PDF

J.1.L. *Consideration Of Approval Of A Resolution Approving Construction Drawings [Ashworth North Plat 1]*

Documents:

J01L.PDF

J.1.M. *Consideration Of Approval Of A Resolution Approving Public Utility Easement [Alice Patricia Homes]*

Documents:

J01M.PDF

J.1.N. *Consideration Of Approval Of A Resolution Approving Sanitary Sewer Easement Associated With Northwest Area Trunk Sewer Extension Project, Phase 1 [Phillips-Hamilton, Inc.]*

Documents:

J01N.PDF

J.1.O. *Consideration Of Approval Of A Resolution Approving Contract, Bond [Northwest Area Trunk Sewer Extension Project, Phase 1]*

Documents:

J01O.PDF

J.1.P. *Consideration Of Approval Of A Resolution Approving Sanitary Sewer Easement And Memo Of Understanding Associated With Southwest Area Trunk Sewer Extension Project [Lyle And Diane Oleson]*

Documents:

J01P.PDF

J.1.Q. *Consideration Of Approval Of A Resolution Approving Sanitary Sewer Easement And Memo Of Understanding Associated With Southwest Area Trunk Sewer Extension Project [Thomas And Kathleen Taggart]*

Documents:

J01Q.PDF

J.1.R. *Consideration Of Approval Of A Resolution Approving Sanitary Sewer Easement Associated With Southwest Area Trunk Sewer Extension Project [Phillips-Hamilton, Inc.]*

Documents:

J01R.PDF

J.1.S. *Consideration Of Approval Of A Resolution Fixing Date For A Meeting On The Authorization Of A Loan Agreement And The Issuance Of Not To Exceed $2,900,000 Sewer Revenue Capital Loan Notes, Of The City Of Waukee, State Of Iowa, And Providing For Publication Of Notice Thereof*

Documents:

J01S.PDF

J.2. RESOLUTION: Consideration Of Approval Of A Resolution Approving Agreement For The Raccoon River Trailhead Public Art Project Between The City Of Waukee And RDG Dahlquist Art Studio

Documents:

J02.PDF

J.3. RESOLUTION: Consideration Of Approval Of A Resolution Approving Agreement For Professional Consulting Services With Bolton & Menk, Inc. [Sugar Creek Municipal Golf Course Bridge Replacement]

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J03.PDF

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Documents:

J04.PDF

J.5. RESOLUTION: Consideration Of Approval Of A Resolution Approving Construction Drawings For The Shops At Kettlestone North Plat 1

Documents:

J05.PDF

J.6. RESOLUTION: Consideration Of Approval Of A Resolution Approving Final Plat For Brandon's Reserve

Documents:

J06.PDF

J.7. ORDINANCE: Consideration Of Approval Of An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukee, Iowa, By Rezoning And Changing Certain Property Therein From A-1 To R-2, A Property Known As The Remaining Clayton Property [Third (Final) Reading]

Documents:

J07.PDF

J.8. ORDINANCE: Consideration Of Approval Of An Ordinance To Amend Chapter 502, Traffic Regulations Of The City Of Waukee, Iowa, By Repealing Section 502.18, Truck Parking Limited, And Enacting Section 502.18, Parking Restrictions In Residential Districts [Introduction; First Reading]

Documents:

J08.PDF

J.9. ORDINANCE: Consideration Of Approval Of An Ordinance To Amend Chapter 501, Waukee Municipal Code, Regarding The Speed Limit On NE Horizon Drive Within The City Limits Of The City Of Waukee, Iowa [Introduction; First Reading]

Documents:

J09.PDF

K. REPORTS

A. City Administrator Report

B. City Attorney Report

C. Council Member Reports

L. ADJOURNMENT

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(Waukee City Council Rules of Procedure for Conduct of City Council Business)

WAUKEE CITY COUNCIL
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F. MAYOR'S REPORT

G. PRESENTATIONS:
1) Waukee Public Library Board of Trustees report
2) Waukee Planning & Zoning Commission report
3) PROCLAMATION: In recognition of Randy Jensen for his work on the Raccoon River Valley Trailhead Public Art Project
4) PROCLAMATION: In recognition of Jim Miller for his work on the Raccoon River Valley Trailhead Public Art Project

H. PUBLIC HEARINGS:
1) On the annexation of consenting properties by the City of Waukee, Iowa, with consideration of the annexation taking place immediately thereafter [Shadow Creek Estates and Currier Property]
2) On an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 to R-2, a property to be known as Fox Creek Estates Plat 10
3) On an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 to R-2 and R-4/PD-1, a property to be known as Indi Run
4) On an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from R-4/PD-1 to C-1/PD-1, a property known as Outlot Z of Williams Pointe Plat 14

I. PUBLIC HEARING ACTION ITEMS:
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A. Consideration of approval of 10/03/2016 Bill List; 09/15/2016 Payroll
B. Consideration of approval of City Council Minutes of 09/19/2016 Regular Meeting
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K. Consideration of approval of a resolution approving construction drawings [Waukee Market Place Plat 1]
L. Consideration of approval of a resolution approving construction drawings [Ashworth North Plat 1]
M. Consideration of approval of a resolution approving Public Utility Easement [Alice Patricia Homes]
N. Consideration of approval of a resolution approving Sanitary Sewer Easement associated with Northwest Area Trunk Sewer Extension Project, Phase 1 [Phillips-Hamilton, Inc.]
O. Consideration of approval of a resolution approving contract, bond [Northwest Area Trunk Sewer Extension Project, Phase 1]
P. Consideration of approval of a resolution approving Sanitary Sewer Easement and Memo of Understanding associated with Southwest Area Trunk Sewer Extension Project [Lyle and Diane Oleson]
Q. Consideration of approval of a resolution approving Sanitary Sewer Easement and Memo of Understanding associated with Southwest Area Trunk Sewer Extension Project [Thomas and Kathleen Taggart]
R. Consideration of approval of a resolution approving Sanitary Sewer Easement associated with Southwest Area Trunk Sewer Extension Project [Phillips-Hamilton, Inc.]
S. Consideration of approval of a resolution fixing date for a meeting on the authorization of a loan agreement and the issuance of not to exceed $2,900,000 Sewer Revenue Capital Loan Notes, of the City of Waukee, State of Iowa, and providing for publication of notice thereof

2) **RESOLUTION:** Consideration of approval of a resolution approving Agreement for the Raccoon River Trailhead Public Art Project between the City of Waukee and RDG Dahlquist Art Studio

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9) ORDINANCE: Consideration of approval of an ordinance to amend Chapter 501, Waukee Municipal Code, regarding the speed limit on NE Horizon Drive within the city limits of the City of Waukee, Iowa [introduction; first reading]

K. REPORTS:

A. City Administrator Report
B. City Attorney Report
C. Council Member Reports
D. Upcoming City Council meetings: 10/10/2016 Work Session, 10/17/2016 Regular Meeting, 11/07/2016 Regular Meeting, 11/14/2016 Work Session

ADJOURNMENT

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(Waukee City Council Rules of Procedure for Conduct of City Council Business)

AGENDA ITEM: G1

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Waukee Public Library Board of Trustees report

FORMAT: Presentation

SYNOPSIS INCLUDING PRO & CON: A Trustee will present on recent and upcoming activities.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION:

ATTACHMENTS: None

PREPARED BY: Becky Schuett

REVIEWED BY:

AGENDA ITEM: G2

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Waukee Planning & Zoning Commission report

FORMAT: Presentation

SYNOPSIS INCLUDING PRO & CON: A Commissioner will present on recent and upcoming activities.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION:

ATTACHMENTS: None

PREPARED BY: Becky Schuett

REVIEWED BY:

AGENDA ITEM: G3

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: In recognition of Randy Jensen for his work on the Raccoon River Valley Trailhead Public Art Project

FORMAT: Proclamation

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: The Mayor shall present the proclamation to Randy Jensen.

ATTACHMENTS: I. Proclamation

PREPARED BY: Becky Schuett

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

PROCLAMATION

IN RECOGNITION OF RANDY JENSEN FOR HIS WORK ON THE RACCOON RIVER VALLEY TRAILHEAD PUBLIC ART PROJECT

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

WHEREAS, several years ago, a dedicated group of Raccoon River Valley Trail users, art lovers, and Waukee residents approached the City with an idea for a public art installation at the Waukee trailhead –the eastern gateway to the Raccoon River Valley Trail system; **AND,**

WHEREAS, in order to make their vision a reality, and with the full support and cooperation of the Waukee City Council, the public art group took the lead in raising funds toward the cost of the design and installation of "Waukee Railroad Pergola: In the Shadow of the Rails"; **AND,**

WHEREAS, Randy Jensen played an essential role in project fundraising – writing, executing, and submitting dozens of grant applications, successfully resulting in approximately $500,000 of grant funds awarded for the project; **AND,**

WHEREAS, due in no small part to Randy's focus, dedication and effort, the public art project promises to make the Waukee trailhead a true destination, providing a warm welcome and a beautiful history lesson for resident and visitor alike.

NOW THEREFORE, I, William F. Peard, Mayor of Waukee, do hereby recognize and thank Randy Jensen for his long hours and hard work in order to make a reality the Raccoon River Valley Trailhead Public Art Project – "Waukee Railroad Pergola: In the Shadow of the Rails."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Waukee to be affixed this October 3, 2016.

_____

William F. Peard, Mayor

AGENDA ITEM: G4

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: In recognition of Jim Miller for his work on the Raccoon River Valley Trailhead Public Art Project

FORMAT: Proclamation

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: The Mayor shall present the proclamation to Jim Miller.

ATTACHMENTS: I. Proclamation

PREPARED BY: Becky Schuett

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

PROCLAMATION

IN RECOGNITION OF JIM MILLER FOR HIS WORK ON THE RACCOON RIVER VALLEY TRAILHEAD PUBLIC ART PROJECT

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

WHEREAS, several years ago, a dedicated group of Raccoon River Valley Trail users, art lovers, and Waukee residents approached the City with an idea for a public art installation at the Waukee trailhead –the eastern gateway to the Raccoon River Valley Trail system; **AND,**

WHEREAS, in order to make their vision a reality, and with the full support and cooperation of the Waukee City Council, the public art group took the lead in raising funds toward the cost of the design and installation of "Waukee Railroad Pergola – In the Shadow of the Rails"; **AND,**

WHEREAS, Jim Miller's role in project fundraising cannot be overstated – reaching out to and speaking with potential donors, and translating his passion for the project into nearly $450,000 in donations; **AND,**

WHEREAS, through Jim's vision, perseverance and determination, the public art project will stand as a scenic gateway to Waukee, inviting thousands of trail users to our community and opening the door to a premier trail system that links communities as once did the railroad.

NOW THEREFORE, I, William F. Peard, Mayor of Waukee, do hereby recognize and thank Jim Miller for his long hours and hard work in order to make a reality the Raccoon River Valley Trailhead Public Art Project: "Waukee Railroad Pergola – In the Shadow of the Rails."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Waukee to be affixed this October 3, 2016.

_____

William F. Peard, Mayor

AGENDA ITEM: H1

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Public Hearing on the annexation of consenting properties by the City of Waukee, Iowa, with consideration of the annexation taking place immediately thereafter (Shadow Creek Estates and Currier Property).

FORMAT: Public Hearing

SYNOPSIS INCLUDING PRO & CON: The City of Waukee has received voluntary petitions from Shadow Creek Estates, LLC and John and Brenda Currier for a total of approximately 23 acres of property that is located east of Warrior Lane and north of the current Waukee City Limits. The subject property was recently located within the City of Clive. The City of Clive has taken action to sever the property from their City Limits in order for it to be annexed into the City of Waukee pursuant to the existing 28E agreement with the City of Clive.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend holding the public hearing.

RECOMMENDATION: Hold the public hearing

ATTACHMENTS: I. Voluntary Petition including legal description and map

PREPARED BY: Brad Deets, Development Services Director

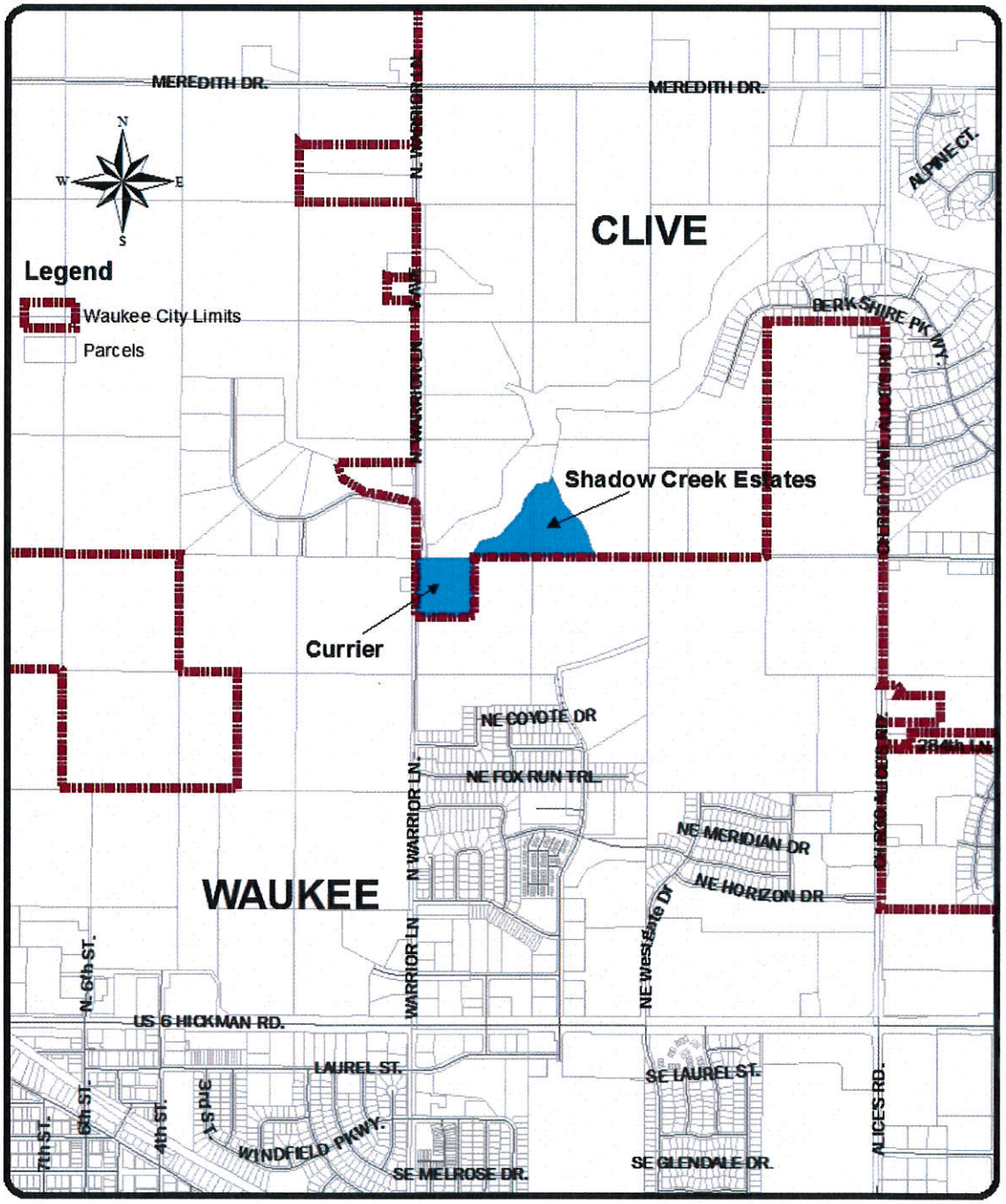
REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION: Dallas County News
DATE OF PUBLICATION: 9/16/16

Map of Property to be Annexed into the City of Waukee

Exhibit B
Map of Annexation Area in Relation to City



APPLICATION FOR VOLUNTARY ANNEXATION
City of Waukee, Iowa

The undersigned property owner(s) hereby request that their property legally described in Exhibit A attached hereto and by this reference incorporated herein, as further depicted on the map attached hereto as Exhibit B be annexed to the City of Waukee, Iowa and consent to the same.

I/we understand that Iowa law allows property owner(s) to withdraw our consent to the voluntary annexation of this property within three business days after the public hearing on this application in the manner set forth in Section 368.7 and I/we hereby waive my/our right to withdraw consent to the annexation of this property as provided in section 368.7(1)(e).

Property Owner(s) _____ Date 1-7-16
By: David J. Harmeyer, President - Vista Real Estate & Investment Corporation, It's Manager
Shadow Creek Estates LLC

_____ Date_____
By:
Shadow Creek Estates LLC

1. When annexation is complete, the Subject property will be brought into the City under the A-1 zoning classification in order to allow for all existing uses and permitted activities.

The Property owner(s) also request a provision be adopted, by the City Council upon annexation, for a transition for the imposition of City taxes against the property, until the property is rezoned (not to exceed 10 years). The property owner(s) understand that upon annexation the property will come into the City being zoned under City Ordinances as Agricultural and consents to the same. Until the property is no longer zoned Agricultural, but not to exceed 10 years, property owner(s) request the City Council adopt a provision as part of the approval of the annexation, providing an exemption from taxation of the following percentages of assessed valuation according to the following schedule:

(1) For the first and second years, seventy-five percent.
(2) For the third and fourth years, sixty percent.
(3) For the fifth and sixth years, forty-five percent.
(4) For the seventh and eighth years, thirty percent.
(5) For the ninth and tenth years, fifteen percent.

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA AS APPROVED WITHIN THE PLAT OF SURVEY RECORDED ON FEBRUARY 11, 2016 IN BOOK 2016, PAGE 1983, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

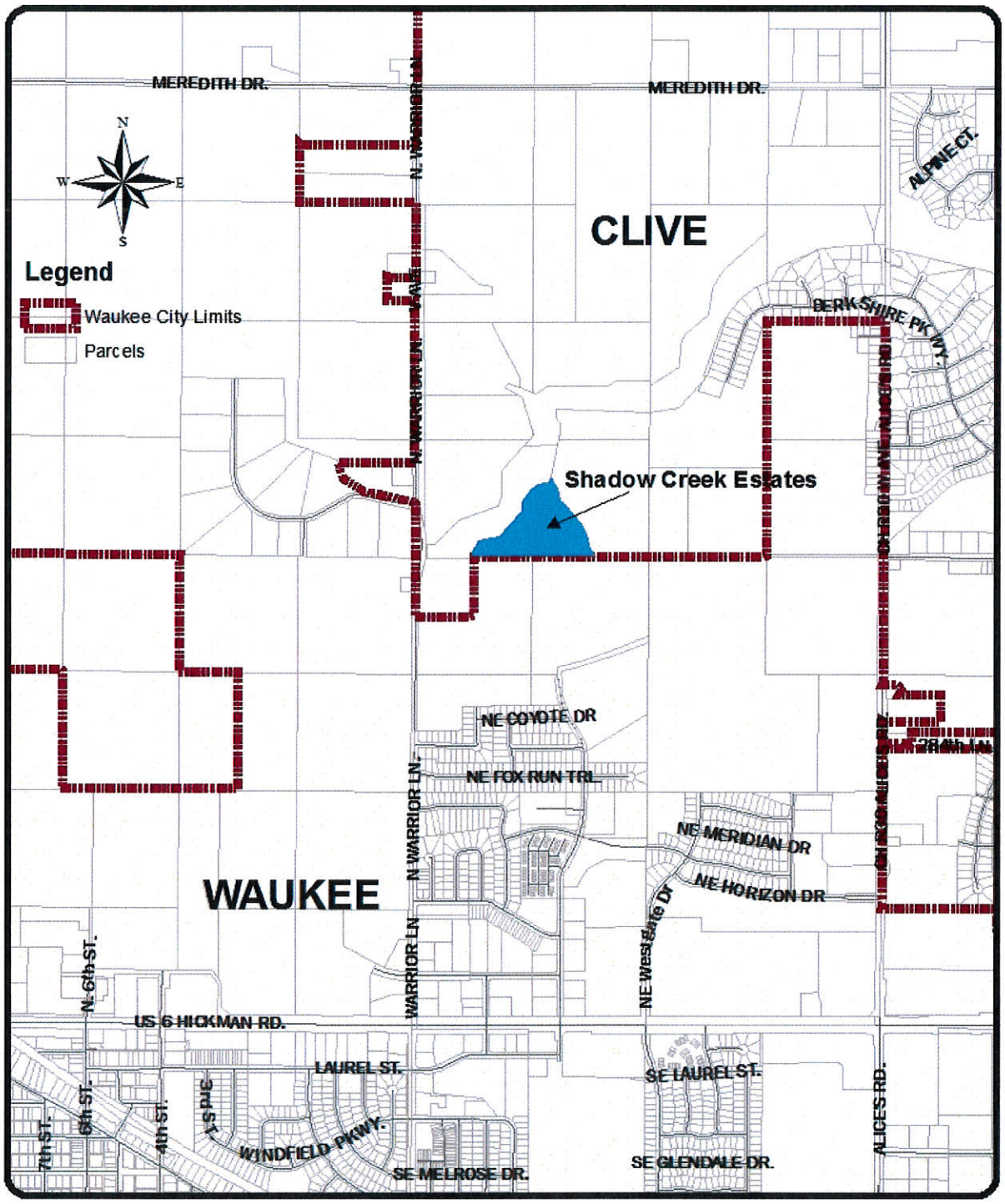
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°32'02" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 619.55 FEET TO THE SOUTHEAST CORNER OF PARCEL 'BB' AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 2013, PAGE 22091, DALLAS COUNTY, IOWA AND THE POINT OF BEGINNING; THENCE NORTH 30°55'55" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 'BB', A DISTANCE OF 213.36 FEET; THENCE NORTH 77°35'40" EAST ALONG SAID EASTERLY LINE 216.74 FEET; THENCE NORTH 42°28'06" EAST ALONG SAID EASTERLY LINE, 387.17 FEET; THENCE NORTH 10°12'05" EAST ALONG SAID EASTERLY LINE 139.76 FEET; THENCE NORTH 39°31'21" EAST ALONG SAID EASTERLY LINE, 219.48 FEET; THENCE NORTH 83°38'13" EAST ALONG SAID EASTERLY LINE, 137.00 FEET; THENCE SOUTH 70°50'25" EAST, 42.37 FEET; THENCE SOUTH 22°49'28" EAST, 52.40 FEET; THENCE SOUTH 10°18'51" EAST, 142.43 FEET; THENCE SOUTH 03°03'28" WEST, 80.02 FEET; THENCE SOUTH 53°53'36" EAST, 238.63 FEET; THENCE SOUTH 40°33'49" EAST, 151.09 FEET; THENCE SOUTH 27°06'29" EAST, 110.01 FEET; THENCE SOUTH 15°47'28" EAST, 198.06 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°32'02" WEST ALONG SAID SOUTH LINE, 1360.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.44 ACRES MORE OR LESS

EXHIBIT B: MAP SHOWING PROPOSED ANNEXATION AREA

Exhibit B
Map of Annexation Area in Relation to City

Waukee
THE KEY TO GOOD LIVING



APPLICATION FOR VOLUNTARY ANNEXATION
City of Waukee, Iowa

The undersigned property owner(s) hereby request that their property legally described in Exhibit A attached hereto and by this reference incorporated herein, as further depicted on the map attached hereto as Exhibit B be annexed to the City of Waukee, Iowa and consent to the same.

I/we understand that Iowa law allows property owner(s) to withdraw our consent to the voluntary annexation of this property within three business days after the public hearing on this application in the manner set forth in Section 368.7 and I/we hereby waive my/our right to withdraw consent to the annexation of this property as provided in section 368.7(1)(e).

Property Owner(s) _____ Date 10/6/2014
John D. Currier Jr.

_____ Date 10/6/2014
Brenda D. Currier

1. When annexation is complete, the Subject property will be brought into the City under the A-1 zoning classification in order to allow for all existing uses and permitted activities.

The Property owner(s) also request a provision be adopted, by the City Council upon annexation, for a transition for the imposition of City taxes against the property, until the property is rezoned (not to exceed 10 years). The property owner(s) understand that upon annexation the property will come into the City being zoned under City Ordinances as Agricultural and consents to the same. Until the property is no longer zoned Agricultural, but not to exceed 10 years, property owner(s) request the City Council adopt a provision as part of the approval of the annexation, providing an exemption from taxation of the following percentages of assessed valuation according to the following schedule:

(1) For the first and second years, seventy-five percent.
(2) For the third and fourth years, sixty percent.
(3) For the fifth and sixth years, forty-five percent.
(4) For the seventh and eighth years, thirty percent.
(5) For the ninth and tenth years, fifteen percent.

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

THE WEST 658.75 FEET OF THE NORTH 661.25 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

LOCALLY KNOWN AS 3301 WARRIOR LANE, WAUKEE, IA 50263 (PARCEL NO. 1227100001)

EXHIBIT B: MAP SHOWING PROPOSED ANNEXATION AREA

AGENDA ITEM: H2

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 300, Zoning Ordinance, City of Waukee, Iowa by rezoning certain property from A-1 (Agricultural District) to R-2 (One and Two Family Residential District), [Fox Creek Estates Plat 10 Development]

FORMAT: Public Hearing

SYNOPSIS INCLUDING PRO & CON: The applicant, Shadow Creek Estates LLC, is requesting approval of a rezoning of property generally located east of Warrior Lane and north of the Fox Creek Estates Development. The subject property consists of 13.44 acres and is proposed to be rezoned to R-2 One and Two Family Residential District. The rezoning will be subject to the completion of the annexation of the property into the City of Waukee.

The proposed concept plan shows the development of approximately 25 single family lots on two cul de sacs which would back up to Little Walnut Creek. Access to the property is being provided from the existing street stub in Fox Creek Estates Plat 7 and the future street stub in Fox Creek Estates Plat 9.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT: The Planning and Zoning Commission reviewed the request at their September 27, 2016 meeting and recommended approval.

Approval of a Rezoning related to a Change from A-1 (Agricultural District) to R-2 (One & Two Family Residential District) [Fox Creek Estates Plat 10]

Director of Development Services, Brad Deets, introduced the request submitted by Applicant, Waukee Lots, LLC, for a Rezoning related to a Change from A-1 (Agricultural District) to R-2 (One & Two Family Residential District). Mr. Deets advised that the City of Waukee and the City of Clive have an existing agreement regarding certain property located within each city. Per the agreement, both Cities are able to request property owners to voluntarily sever certain property from each community in order for it to be annexed into the adjoining city.

Mr. Deets advised that the City of Waukee has previously approved a pre-annexation agreement for the property and the City Council is scheduled to take action on the annexation on October 3rd ,2016. In preparation of the annexation being completed, the applicant is requesting the rezoning

process be started for the property in order to allow for development to begin early next spring. Pending approval of the rezoning by the Planning and Zoning Commission and the City Council, it would not become finalized until after the property has completed the annexation process into the City of Waukee.

Mr. Deets advised that the applicant has submitted the necessary petition and consent to the rezoning in order to being the rezoning process. To date, staff has not received any formal correspondence for or against the proposed rezoning request from the notifications that were sent on September 20th, 2016.

Mr. Deets advised that the proposed rezoning request includes approximately 13.44 acres that would include 25 Single family lots ranging from 10,000 to almost 1.75 acres in size according to the submitted concept plan. All lots proposed would have a minimum lot width of 80 feet.

Access to the proposed development would be provided off of two sub streets from the south within the Fox Creek Estates Plat 7 and Fox Creek Estates plat 9 (proposed) with both streets ending in cul-de-sacs. The city council has previously agreed to the length of the western cul de sac, which is longer than a traditional cul de sac, as part of the pre-annexation agreement. The justification for the length is due to the existing Little Walnut Creek backing up to the north of the property. Utilities will be extended from the south within the Fox Creek Estates Plat 7 and Plat 9 subdivisions.

There will be no additional parkland dedication associated with this subdivision as the applicant agreed to dedicate right of way necessary for the extension of Douglas Parkway out to Alice's Road as part of the pre annexation agreement. Parkland for this neighborhood can be served by the approximately 19 acre community park located to the south and east of the subject area.

The proposed rezoning is consistent with the surrounding area and staff would recommend approval of the request subject to completion of the annexation of the property into the city of Waukee.

- Commissioner Schmidt asked for clarification of the Clive city limits. Mr. Deets verified that it was marked with the red line.
- Commissioner Schmidt questioned about the drainage of the sanitary sewer. Mr. Deets advised that it falls south to the lift station to flow to Hickman Road. The Little Walnut Creek Lift station is to be upsized next year to accommodate the future anticipated capacity.
- Commissioner Schmidt questioned if the grading on some of the lots would be a concern with the sewer line. Mr. Deets advised that some lots will be identified as needing Grinder Pumps to flow the sanitary sewer up to the main line.

Commissioner Schmidt moved to approve a rezoning related to a Change from A-1 (Agricultural District) to R-2 (One & Two Single Family Residential District) [Fox Creek Estates Plat 10] Subject to remaining staff comments and the completion of the annexation of the property into the City of Waukee. The motion was seconded by Commissioner Fontenot. Ayes: Fontenot, Streit, Hoifeldt, Shanks, and Schmidt. Nays: none. Motion Carries.

STAFF REVIEW AND COMMENT: The proposed rezoning is consistent with the surrounding neigborhoods being developed and staff would recommend approval of the rezoning

with the effective date being the completion of the annexation of the property into the City of Waukee.

<u>RECOMMENDATION</u>: Introduce the Ordinance and approve the first consideration.

ATTACHMENTS:
I. Staff Report
II. Rezoning Map
III. Concept Plan

PREPARED BY: Brad Deets, Development Services Director

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION: Des Moines Register
DATE OF PUBLICATION: 9/26/16

Waukee
DEVELOPMENT SERVICES

STAFF REPORT

TO: Planning and Zoning Commission

PREPARED BY: Brad Deets

RE: Fox Creek Estates Plat 10

DATE: September 27, 2016

GENERAL INFORMATION:

Applicant: Waukee Lots, LLC

Requested Action Rezoning Approval

Location and Size: Property is generally located East of N Warrior Lane and north of NE Bobcat Drive (Fox Creek Estates Plat 6) containing approximately 13.44 acres more or less.

LAND USES AND ZONING:

Location	Existing Land Use	Comprehensive Plan / [Kettlestone Master Plan]	Current Zoning
Property in Question	Vacant – Undeveloped	N/A	A-1
North	City of Clive – Little Walnut Creek	N/A	N/A
South	Single Family Residential	Single Family Residential	R-2
East	City of Clive	N/A	N/A
West	City of Clive	N/A	N/A

BACKGROUND:

The City of Waukee and the City of Clive have an existing agreement regarding certain property located within each City. Per the agreement, both Cities are able to request property owners to voluntarily sever certain property from each community in order for it to be annexed into the adjoining City.

The applicant, Waukee Lots, LLC has recently requested a portion of their property be severed from the City of Clive and annexed into the City of Waukee. The City of Waukee has previously approved a pre-annexation agreement for the property and the City Council is scheduled to take action on the annexation on October 3rd. Pending Council Approval and City Development Board Approval, the annexation should be completed by the end of the year.

In preparation of the annexation being completed, the applicant is requesting the rezoning process be started for the property in order to allow for development to begin early next Spring. The applicant is requesting approval of zoning the property to R-2 One and Two Family Residential District. Pending approval of the

rezoning by the Planning and Zoning Commission and City Council, it would not become finalized until after the property has completed the annexation process into the City of Waukee.

ABOVE: Aerial of Concept Plan identifying the proposed area for single family residential (**YELLOW**) with (**BLUE**) outline for the subdivision and Surrounding Properties.

PROJECT DESCRIPTION:

The applicant has submitted the necessary petition and consent to the rezoning. The Rezoning Map indicates consent to the zoning change from 50.85% of the property owners within 200 feet of the property proposed to be rezoned. Notification of the rezoning request to the proposed property was sent on September 20, 2016. To date, staff has not received any correspondence for or against the proposal. Notification signs of the proposed Planning and Zoning Date and City Council Public Hearing Date have been placed on the property.

The proposed rezoning request includes approximately 13.44 acres of property proposed to be rezoned to R-2 One and Two Family Residential District which is consistent with the existing zoning of the property directly to the South.

A concept plan has been prepared which shows the construction of 25 single family lots ranging in size from 10,000 square feet to almost 1.75 acres in size. All lots proposed would have a minimum lot width of 80 feet.

Access to the proposed development would be provided off of two stub streets from the south within the Fox Creek Estates Plat 7 and Fox Creek Estates Plat 9 (proposed). Both streets would end in cul de sacs. The City Council has previously agreed to the length of the western cul de sac which is longer than a traditional cul de sac as a part of the pre-annexation agreement. The justification for the length of the cul de sac was because of the existing Little Walnut Creek backing up to the north of the property.

Utilities for the two new cul de sacs will be extended from the south within the Fox Creek Estates Plat 7 and Plat 9 subdivisions.

There will be no additional parkland dedication associated with this subdivision. Based upon the number of lots proposed, a total parkland dedication requirement of .43 acres would be required. However, as a part of the pre-annexation agreement, the applicant agreed to dedicate right of way necessary for the extension of Douglas Parkway out to Alice's Road. This neighborhood is served by the approximately 19 acre community park located south and east of the subject area.

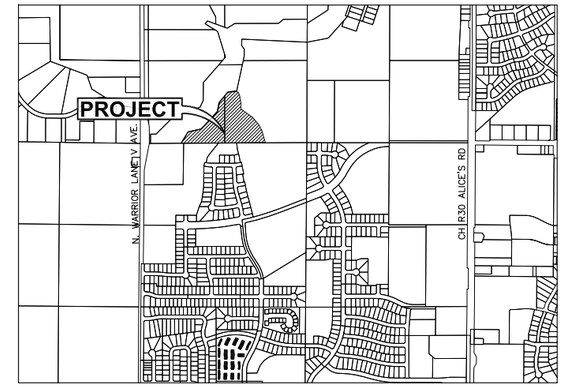
STAFF RECOMMENDATION

The proposed rezoning is consistent with the surrounding area. Staff would recommend approval of the proposed rezoning subject to completion of the annexation of the property into the City of Waukee.

CITY OF WAUKEE
Brad Deets
Development Services Director

VICINITY MAP

NOT TO SCALE



WAUKEE, IA

OWNER

SHADOW CREEK ESTATES, LLC
2400 86TH STREET, SUITE 24
URBANDALE, IA 50322

ZONING

EXISTING:	A	AGRICULTURAL DISTRICT
PROPOSED:	R-2	ONE AND TWO-FAMILY RESIDENTIAL DISTRICT

BULK REGULATIONS

R-2 ONE AND TWO FAMILY RESIDENTIAL DISTRICT

- MINIMUM LOT AREA: 8,000 SF
- MINIMUM LOT WIDTH: 65 FEET
- FRONT YARD SETBACK: 30 FEET
- SIDE YARD SETBACK: 15 FEET TOTAL/7 FEET MINIMUM ONE SIDE
- REAR YARD SETBACK: 30 FEET
- MAXIMUM HEIGHT: 40 FEET
- MAXIMUM NUMBER OF STORIES: 3 STORIES
- RESTRICTED TO ONE-FAMILY HOMES ONLY

ADJACENT OWNERSHIP

				CONSENTING
1.	SHADOW CREEK ESTATES, LLC	–	–	
2.	TCB INVESTMENTS, LLC	2.81 AC.	36.54%	
3.	FOX CREEK WAUKEE, LLC	1.71 AC.	22.24%	X
4.	B&B BUILDING COMPANY, LLC	0.04 AC.	0.52%	
5.	ARMSTRONG, JENENE A & MALCOLM	0.01 AC.	0.13%	
6.	WETZEL, ERIC J & MEGAN E	0.01 AC.	0.13%	
7.	TOP FARMS LLLP	2.20 AC.	28.61%	X
8.	CURRIER, JOHN D JR & BRENDA D	0.91 AC.	11.83%	
9.	CITY OF CLIVE	–	–	
		7.69 AC.	100%	50.85%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°32'02" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 619.55 FEET TO THE SOUTHEAST CORNER OF PARCEL 'BB' AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 2013, PAGE 22091, DALLAS COUNTY, IOWA AND THE POINT OF BEGINNING; THENCE NORTH 30°55'55" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 'BB', A DISTANCE OF 213.36 FEET; THENCE NORTH 77°35'40" EAST ALONG SAID EASTERLY LINE, 216.74 FEET; THENCE NORTH 42°28'06" EAST ALONG SAID EASTERLY LINE, 387.17 FEET; THENCE NORTH 10°12'05" EAST ALONG SAID EASTERLY LINE, 139.76 FEET; THENCE NORTH 39°31'21" EAST ALONG SAID EASTERLY LINE, 219.48 FEET; THENCE NORTH 83°38'13" EAST ALONG SAID EASTERLY LINE, 137.00 FEET; THENCE SOUTH 70°50'25" EAST, 42.37 FEET; THENCE SOUTH 22°49'28" EAST, 52.40 FEET; THENCE SOUTH 10°18'51" EAST, 142.43 FEET; THENCE SOUTH 03°03'28" WEST, 80.02 FEET; THENCE SOUTH 53°53'36" EAST, 238.63 FEET; THENCE SOUTH 40°33'49" EAST, 151.09 FEET; THENCE SOUTH 27°06'29" EAST, 110.01 FEET; THENCE SOUTH 15°47'28" EAST, 198.06 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°32'02" WEST ALONG SAID SOUTH LINE, 1360.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.44 ACRES (585,650 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

N

SCALE
0' 50' 100' 200'

REVISIONS	DATE
FIRST SUBMITTAL	08/29/16

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

CIVIL DESIGN ADVANTAGE

FOX CREEK ESTATES PLAT 10

REZONING EXHIBIT

WAUKEE, IOWA

1/1

1608.424

FILE: H:\2016\160842\LDWG\160842-REZONING.DWG
FILE DATE: 8/29/2016 PLOTTED: 8/29/2016 2:38 PM COMMENT:
PLOTTED BY: EMILY HARDING TECH: ENG:

REVISIONS	DATE
PREPARED	8/30/16

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

ENGINEER: TECH:

CIVIL DESIGN ADVANTAGE

CLIVE, IOWA

FOX CREEK ESTATES PLAT 10
CONCEPT PLAN

1/1

1302.052

AGENDA ITEM: H3

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 300, Zoning Ordinance, City of Waukee, Iowa by rezoning certain property from A-1 (Agricultural District) to R-2 (One and Two Family Residential District), and R-4 (Row Dwelling and Townhome Dwelling District)/PD-1 (Planned Development Overlay) [Indi Run Development]

FORMAT: Public Hearing

SYNOPSIS INCLUDING PRO & CON: The applicant, Solid Ground, LLC, is requesting approval of a rezoning of approximately 27.7 acres of property generally located west of Warrior Lane and north of the Waukee Family YMCA. The proposed rezoning consists of approximately 23 acres to be rezoned as single family residential and approximately 5 acres to be rezoned as detached rowhouses/townhomes. The R-4 district does not include provisions for detached townhomes, therefore, a Planned Development Overlay is proposed on the townhome portion of the development to define the minimum standards and requirements of the development.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT: The Planning and Zoning Commission reviewed the request at their September 27, 2016 meeting and recommended approval.

Approval of a rezoning related to a Change from A-1 (Agricultural District) to R-2 (One & Two Family Residential District) and R-4 (Row Dwelling & Townhome District/ PD-1 (Planned Development Overlay District) [INDI Run]

Director of Development Services, Brad Deets, introduced the request by the Applicant, Solid Ground LLC on the behalf of the owner, Phillip Broderick LLC and Charlotte Broderick LLC, for a rezoning related to a Change from A-1 (Agricultural District) to R-2 (One & Two Family Residential District) and R-4 (Row Dwelling & Townhome District/ PD-1 (Planned Development Overlay District) [INDI Run]. The property in questions is approximately 27.7 acres located west of Warrior Lane and Directly north of the Waukee YMCA. The request includes a total of 22.92 acres of R-2 one and two family residential and 4.78 acres of r-4 row house and townhouse dwelling District with a planned development overlay to allow for detached townhome units. A large drainage area is located just to the west of the proposed development.

Mr. Deets advised that the applicant has submitted the necessary petition and consent to the rezoning in order to being the rezoning process. To date, staff has not received any formal

correspondence for or against the proposed rezoning request from the notifications that were sent on September 20th, 2016.

Mr. Deets explained that as part of the zoning request, the applicant has submitted a concept plan identifying a total of 22 lots proposed to be developed as detached townhouses adjacent to Warrior Lane. Typically this would not follow the standard R-4 zoning District, however, the proposed Planned Development Overlay references underlying R-4 requirements which would allow the detached style and for side yard setbacks of 5 feet on either side with all other R-4 requirements being met. Mr. Deets also stated that Driveway access to the townhomes will be provided off of a public street to the west of Warrior Lane and no driveway access off of Warrior Lane.

Mr. Deets advised that the remainder of the development consists of a total of 56 single family lots ranging is size from 65 foot wide and 5,700 square feet to 70 foot lots with a minimum of 10,000 square feet. Mr. Deets also stated that the proposed concept plan shows the extension of NE Sunrise Drive which will function as the major collector as development occurs to the west and will eventually extend over the large drainage area to the west of this proposed subdivision. All remaining streets will be local residential streets.

Mr. Deets advised that utilities will be extended to serve the proposed subdivisions a portion of this property can be serviced with sanitary sewer from the existing utilities located along Warrior Lane. The remaining portion of the development to the west will be served by a future gravity line extension from the Little Walnut Creek Lift Station located north of the Subject Property.

The City has previously identified plans for a greenbelt/ park along the existing drainage way to the west of the proposed single family residential lots, as such, parkland dedication for the subdivision is proposed to occur along the western edge of the property and include the portion of the existing drainage way. Future plans include the construction of a bike trail that will run to the existing bike trail extended along the west side of the Mercy Clinic and would eventually be constructed to the north and east to connect into a future connection of the Clive greenbelt trail located ease of Warrior Lane and North of Douglas Parkway.

At this time Staff would recommend approval of the proposed rezoning subject to remaining staff comments associated with the concept plan.

- Commissioner Schmidt questioned if the townhome or single family residential would be built first. Mr. Deets advised that he was not entirely sure, but that the phasing line seemed to depict both being done within the same timeframe.
- Commissioner Schmidt questioned if street parking would be on the east or west side of the road. Mr. Deets advised that the parking ordinance is flexible so the main question is where the streetlights are constructed. The streets are wide enough to accommodate a one side parking and the staff would push for parking on the west side.
- Commissioner Hoifeldt questioned if the Master Plan created by the Brodericks in the past would no longer be applicable with the future School proposed. Mr. Deets advised that the project is possibly lower density than what the masterplan had in mind for the area, but that staff believed the school would bring in the need for more Single Family Districts over high density districts.

- Commissioner Hoifeldt questioned if a bridge will be needed further to the north for eventually crossing Little Walnut Creek. Mr. Deets advised that for the next phase of building, a culvert would need to be constructed to extend the street.
- Commissioner Hoifeldt questioned if there was a reason that there were no north-south running roads being extended. Mr. Deets advised that the main reasoning was grading and topography related.
- Commissioner Hoifeldt questioned if there would be more R-4 zoning to the north. Mr. Deets clarified that yes more R-4 is to be expected to the north especially around Douglas Parkway as it continues further west around the future school and recreation complex.
- Resident Josh Bandstra of 360 NE Meadowlark Lane advised that the current residents to the east side of Warrior Lane are disappointed in the concept to build rowhomes directly across from the single family residential areas. He advised that many of the residents believed that the rowhome concept did not match the feel of the current surrounding neighborhoods.
- Commissioner Hoifeldt addressed Mr. Bandstra's concerns by clarifying that the concept was not a connected row home product, but a detached product that would appear like single family homes on their own individual lots, just smaller in size and closer together than the current neighborhood requirements.
- Eric Grubb, a representative of the developer, also stepped forward to address the public concern. He advised that the point of the detached townhomes was to address the buffer needed from traffic, but to also to keep backyards from facing Warrior Lane and the adjacent properties. Having the front of the detached town homes would provide a clean and polished look to Warrior Lane.
- Commissioner Schmidt questioned Mr. Grubb if the area would have an association with greenspace being common ground. Mr. Grubb advised that was correct, all space would be common ground, cared for at the same time, and would not allow for fencing in the area.
- Commissioner Hoifeldt questioned Mr. Grubb regarding the setbacks that would be required for the homes. Mr. Deets stepped forward to address the question stating that a 20 foot easement would been required on these lots.
- Commissioner Shanks questioned about the possibility of a landscape buffer easement along Warrior Lane. Mr. Deets advised that a landscape buffer easement did not seem appropriate as the front of the homes would be facing the street. Some street trees would be required but not the extent of a landscape buffer.
- Commissioner Hoifeldt asked for clarification regarding the position of the Trail. Mr. Deets advised that the trail would be along the east side of Warrior Lane.
- Commissioner Streit questioned if there were any other developments that had similar buildings. Mr. Deets advised that the closest the City of Waukee had would be the new townhomes for Cove at Kettlestone, or the attached townhomes adjacent to LA Grant Parkway in Glynn Village, but that all of those examples were attached unlike the proposed project.
- Mr. Bandstra suggested that the residents would be okay with the front of the townhomes facing them but he had a new concern with the discussion on the widening of Warrior Lane and what that would mean for their area. Mr. Deets advised that the required easements needed for the widening of the road were already in place and widening the road would equate to adding approximately 6 feet of pavement on each side of the existing road.

Commissioner Fontenot moved to approve a Rezoning to a Change from A-1 (Agricultural District) to R-2 (One & Two family Residential District) and R-4 (Row Dwelling & Townhome District/ PD-1 (Planned Development Overlay District)[INDI Run]. The Motion was seconded by Commissioner Hoifeldt. Ayes: Fontenot, Streit, Hoifeldt, Shanks, and Schmidt. Nays: none. Motion Carries.

STAFF REVIEW AND COMMENT: The proposed rezoning is consistent with the surrounding neigborhoods being developed and staff would recommend approval of the rezoning.

RECOMMENDATION: Introduce the Ordinance and approve the first consideration.

ATTACHMENTS:
I. Staff Report
II. Staff Comments
III. Rezoning Map
IV. Concept Plan

PREPARED BY: Brad Deets, Development Services Director

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION: Des Moines Register
DATE OF PUBLICATION: 9/26/16

Waukee
DEVELOPMENT SERVICES

STAFF REPORT

TO: Planning and Zoning Commission

PREPARED BY: Brad Deets

RE: Indi Run Rezoning

DATE: September 27, 2016

GENERAL INFORMATION:

Applicant: Solid Ground, LLC

Requested Action Rezoning Approval

Location and Size: Property is generally located West of N Warrior Lane and north of Waukee YMCA containing approximately 27.7 acres more or less.

LAND USES AND ZONING:

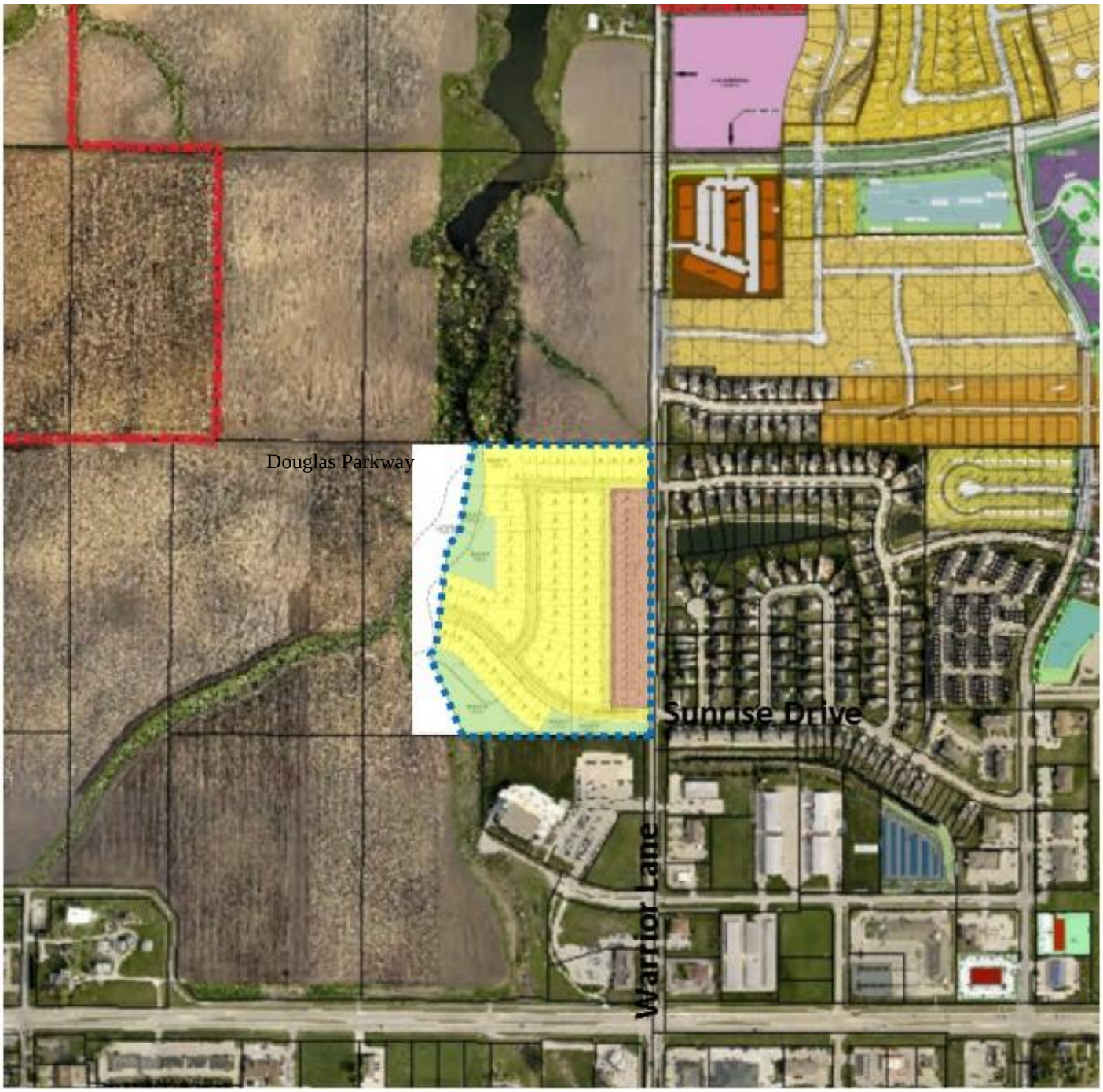
Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant – Undeveloped	Neighborhood Residential	A-1
North	Vacant-Undeveloped	Neighborhood Residential	A-1
South	Waukee Family YMCA	Neighborhood Residential	C-1B
East	Single Family and Duplexes	Neighborhood Residential	R-2
West	Vacant - Undeveloped	Neighborhood Residential	A-1

BACKGROUND:

The applicant, Solid Ground, LLC, on behalf of the owner, Phillip Broderick, LLC and Charlotte Broderick, LLC, is requesting approval of a rezoning of approximately 27.7 acres of property located west of Warrior Lane and directly north of the Waukee YMCA. The proposed rezoning includes a total of 22.92 acres of R-2 One and Two Family Residential and 4.78 acres of R-4 Rowhouse and Townhouse Dwelling District with a Planned Development Overlay to allow for detached townhome units. A large drainage area is located just to the west of the proposed development.

PROJECT DESCRIPTION:

The applicant has submitted the necessary petition and consent to the rezoning. The Rezoning Map indicates consent to the zoning change from 59.58% of the property owners within 200 feet of the property proposed to be rezoned. Notification of the rezoning request to the proposed property was sent on September 20, 2016. To date, staff has not received any correspondence for or against the proposal. Notification signs of the proposed Planning and Zoning Date and City Council Public Hearing Date have been placed on the property.



ABOVE: Aerial of Concept Plan identifying the proposed area for single family residential (**YELLOW**), detached townhome residential (**BROWN**) with (**BLUE**) outline for the subdivision and Surrounding Properties.

As a part of the proposed rezoning request, the applicant has submitted a concept plan identifying the anticipated layout of the development.

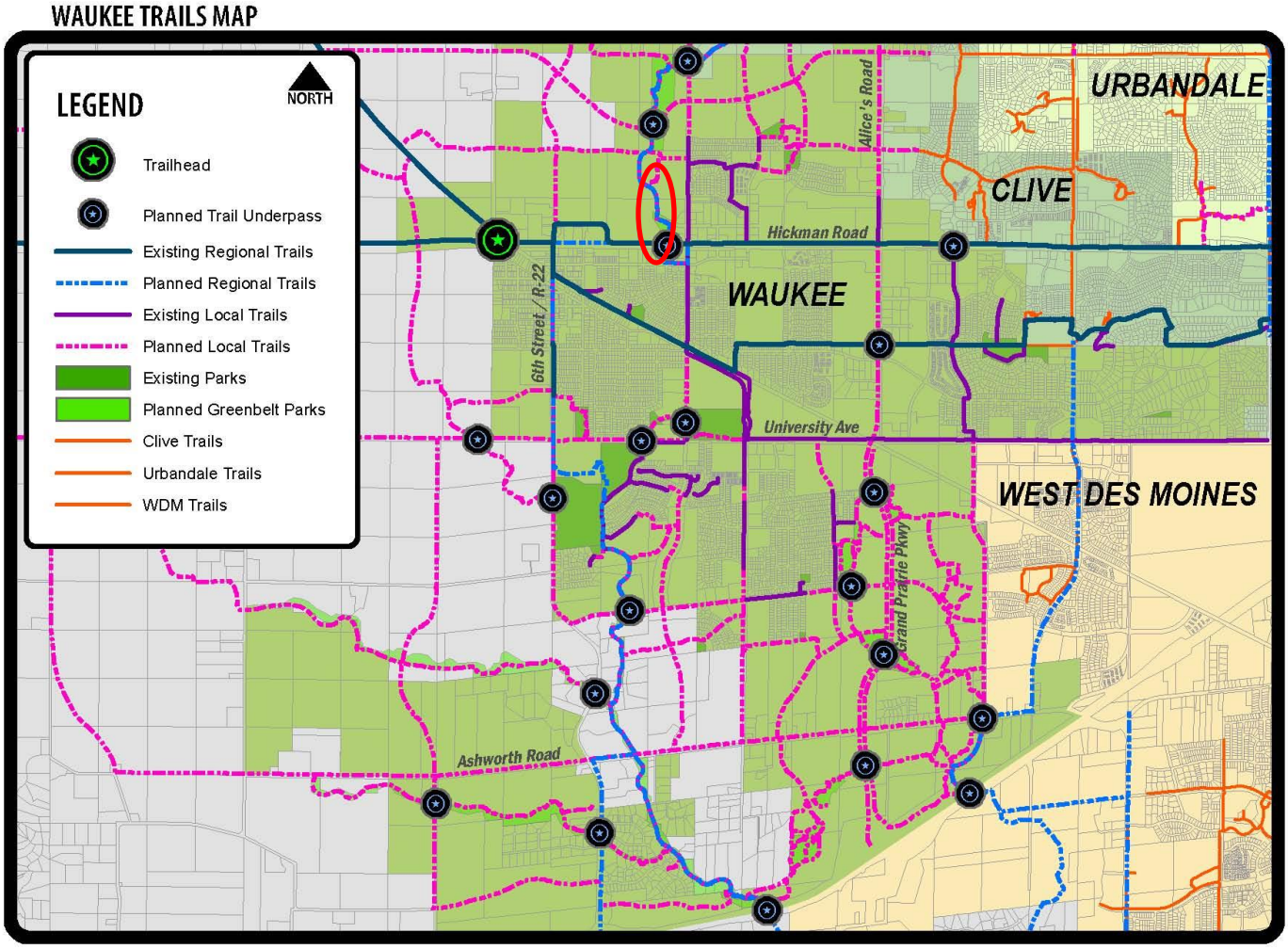
The concept plan identifies a total of 22 lots proposed to be developed as townhomes adjacent to Warrior Lane. In addition to the R-4 zoning, the applicant has requested a Planned Development Overlay for the development in order to allow for detached townhome units which are not currently permitted within the

standard R-4 zoning district. The proposed Planned Development Overlay references the underlying R-4 requirements. The only change relates to bulk regulations and specifically the allowance of detached townhome units and side yard setback requirements of five feet on either side. All other R-4 zoning requirements are proposed to be met. Driveway access to the townhomes will be provided off of a public street to the west of Warrior Lane. There will be no driveway access to Warrior Lane.

The remainder of the development consists of a total of 56 single family lots ranging in size from 65 foot wide and 8,700 square feet to 70 foot lots with a minimum of 10,000 square feet.

The proposed concept plan shows the extension of NE Sunrise Drive which will function as the major collector as development occurs to the west and will eventually extend over the large drainage area to the west of this proposed subdivision. All remaining streets will be local residential streets.

Utilities will be extended to serve the proposed subdivision. A portion of this property can be serviced with sanitary sewer from the existing sanitary sewer located along Warrior Lane. The remaining portion of the development to the west will be served by a future gravity line extension from the Little Walnut Creek Lift Station located north of the subject property.



The City has previously identified plans for a greenbelt/park along the existing drainage way to the west of the proposed single family residential lots. As such, parkland dedication for this subdivision is proposed to occur along the western edge of the property and include the portion of the existing drainage way. Future plans include the construction of a bike trail that will run to the existing bike trail extended along the west side of Mercy Clinic and would eventually be constructed to the north and east to connect into a future connection of the Clive Greenbelt Trail located east of Warrior Lane and north of Douglas Parkway.

STAFF RECOMMENDATION

The proposed rezoning is consistent with the surrounding area and future land use plan. Staff would recommend approval of the proposed rezoning subject to remaining staff comments associated with the concept plan.

CITY OF WAUKEE

Brad Deets
Development Services Director

Development Services Department
230 W. Hickman Road
Waukee, IA 50263
Phone: (515) 978-9533
Fax: (515) 987-1845

Project Name	Project Engineer/Manager	Project Type	City Contact
Clayton Property	Erin Ollendike	Preliminary Plat - Residential	Brad Deets

1st Review: September 22, 2016
2nd Review:
3rd Review:
4th Review:

Civil Design Advantage
Attn: Doug Mandernach
3405 SE Crossroads Drive, Suite G
Grimes, Iowa 50111

RE: Indi Run – Concept Plan

Dear Mr. Mandernach:

Per your request, staff has reviewed the proposed concept plan for Indi Run. The property in question is generally located north of NE Sunrise Drive and west of Warrior Lane. Based upon our review, staff has the following comments related to the concept plan:

1. Staff is in the process of finalizing a sanitary sewer project which includes the construction of a force main along Warrior Lane. Based upon Veenstra and Kimm's design, the City will need to acquire a 37 foot sanitary sewer easement along Warrior Lane which will have an impact on the front yard setbacks for the proposed detached townhomes along Warrior Lane.

   Engineers Response:

2. Staff questions if there is a conceptual layout or elevation for what is intended on the townhome lots. Based upon what is proposed, the landscape buffer easement along Warrior Lane may not be necessary to the extent that it is currently shown.

   Engineers Response:

3. The single family lots will require a minimum 30 foot front yard setback per the standard R-2 zoning requirements.

   Engineers Response:

4. Staff questions the width of Lot 23 adjacent to Warrior Lane and whether or not it will be large enough to build on the lot.

   Engineers Response:

5. There will be a requirement for a right turn lane to be constructed along NE Sunrise Drive at the intersection with Warrior Lane.

   Engineers Response:

6. Based upon the proposed number and types of lots indicated on the concept plan, a total parkland dedication of 1.305 acres will be required. The City's intent would be to provide for all of the parkland dedication along the west property line. The City does not have an interest in Outlot U or Outlot V for

parkland dedication. Long term the intent is that a trail can be constructed along the west end of the property adjacent to the drainage way. Staff questions if the area as proposed to be dedicated would accommodate the ability to construct a trail in the future.

Engineers Response:

7. There would also be a desire to provide a trail connection to the future greenbelt trail. Staff questions if that would be viable between Lot 6/Outlot Z and Lot 7.

   Engineers Response:

MISCELLANEOUS

8. Staff would request that the revised plans and comment response letter be provided in digital form (PDF) and hard copies with 5 full-sized hard copies delievered to Waukee City Hall. The PDF copy should be emailed.

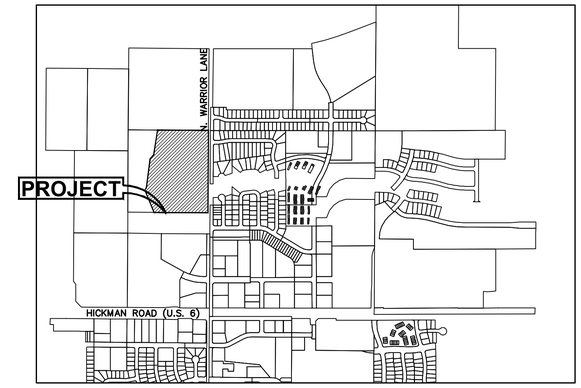
Should you have any questions or concerns regarding these comments, please feel free to contact Andy Kass (515-978-7897) or myself at (515) 978-7899.

Sincerely,

Brad Deets, AICP
Development Services Director

VICINITY MAP

NOT TO SCALE



WAUKEE, IA

OWNER

PHILIP E BRODERICK, LLC
CHARLOTTE R BRODERICK, LLC
22 GLENVIEW DR
DES MOINES IA 50312

APPLICANT

SOLID GROUND LLC
CONTACT: ERIC GRUBB
17389 BERKSHIRE PARKWAY
CLIVE, IA 50325

ZONING

EXISTING: A–1
PROPOSED: R–2 AND R–4 (PUD)

BULK REGULATIONS

R–2 ONE AND TWO FAMILY RESIDENTIAL DISTRICT

- MINIMUM LOT AREA: 8,000 SF
- MINIMUM LOT WIDTH: 65 FEET
- FRONT YARD SETBACK: 30 FEET
- SIDE YARD SETBACK: 15 FEET TOTAL/7 FEET MIN. ONE SIDE
- REAR YARD SETBACK: 30 FEET
- MAXIMUM HEIGHT: 40 FEET
- MAXIMUM NUMBER OF STORIES: 3 STORIES

R–4 (PUD) DETACHED TOWNHOME DISTRICT

- MINIMUM LOT AREA: 4,900 SF
- MINIMUM LOT WIDTH: 41 FEET
- FRONT YARD SETBACK: 25 FEET
- SIDE YARD SETBACK: 10 FEET TOTAL/5 FEET MIN. ONE SIDE
- REAR YARD SETBACK: 30 FEET
- MAXIMUM HEIGHT: 40 FEET
- MAXIMUM NUMBER OF STORIES: 3 STORIES

Map number	PIN	Owner	Address	City	State	Zip	SF	AREA (ACRES)	PERCENTAGE OF TOTAL	CONSENT %
1	1227154001	Nathan J & Shanna R Kempers	20 NE Fox Run Trail	Waukee	IA	50263	18164	0.42	2.07%	
2	1227154002	Corey A & Kiley Skadburg	30 NE Fox Run Trail	Waukee	IA	50263	7579	0.17	0.86%	
3	1227309002	Julie Thelen	45 NE Gracewood Drive	Waukee	IA	50263	6733	0.15	0.77%	
4	1227309001	Michael J & Janell Leatherman	35 NE Gracewood Drive	Waukee	IA	50263	16613	0.38	1.89%	
5	1227310001	JKB Properties of Iowa LLC	29335 Ashworth Road	Adel	IA	50003	27280	0.63	3.11%	
6	1227310002	Bernard E & Susan E Wilson	40 NE Gracewood Drive	Waukee	IA	50263	15010	0.34	1.71%	
7	1227310015	Thomas P & Sandra L Morris	385 NE Meadowlark Lane	Waukee	IA	50263	11679	0.27	1.33%	
8	1227310014	Joshua J Bandstra	360 NE Meadowlark Lane	Waukee	IA	50263	20818	0.48	2.37%	
9	1227310013	David G & Janic L Adams	350 NE Meadowlark Lane	Waukee	IA	50263	13271	0.30	1.51%	
10	1227302006	Kole T Petersen & Molly A Nelson	332 NE Meadowlark Lane	Waukee	IA	50263	5339	0.12	0.61%	
11	1227302007	Amanda Smith	330 NE Meadowlard Lane	Waukee	IA	50263	5351	0.12	0.61%	
12	1227302008	Matt & Kelly Reinhold	322 NE Meadowlark Lane	Waukee	IA	50263	4966	0.11	0.57%	
13	1227302009	Kole T Petersen & Molly A Nelson	320 NE Meadowlark Lane	Waukee	IA	50263	4977	0.11	0.57%	
14	1227302004	Joshua & Amy Minikus	310 NE Meadowlark Lane	Waukee	IA	50263	9989	0.23	1.14%	
15	1227302010	Rebecca Tough	11 NE Sunrise Drive	Waukee	IA	50263	6981	0.16	0.80%	
16	1227302011	Joan Stanley	13 NE Sunrise Drive	Waukee	IA	50263	6477	0.15	0.74%	
17	1227305008	Kristi Kay and Kendric Chaney	10 NE Sunrise Drive	Waukee	IA	50263	916	0.02	0.10%	
18	1227305009	Geri Young	12 NE Sunrise Drive	Waukee	IA	50263	924	0.02	0.11%	
19	1227305010	Karen Loforti	14 NE Sunrise Drive	Waukee	IA	50263	916	0.02	0.10%	
20	1227305011	Jana Williams	20 NE Sunrise Drive	Waukee	IA	50263	916	0.02	0.10%	
21	1227305012	BMD Properties LLC	8102 Wilden Drive	Urbandale	IA	50322	924	0.02	0.11%	
22	1227305013	Kay Van Den Berg	24 NE Sunrise Drive	Waukee	IA	50263	916	0.02	0.10%	
23	1227351007	Midland Townhomes Owners Association	46 NE Sunrise Drive	Waukee	IS	50263	7500	0.17	0.85%	
24	1227351008	Waukee Community Church	3904 92nd Drive	Urbandale	IA	50322	15154	0.35	1.73%	
25	1228476001	Young Men's Christian Assoc. of Greater DSM, IA	101 Locust Street	Des Moines	IA	50309	145242	3.33	16.56%	
26	1228400010	Philip E Broderick, LLC & Charlotte R Broderick, LLC	22 Glenview Drive	Des Moines	IA	50312	51273	1.18	5.84%	5.84%
27	1228400003	Philip E Broderick, LLC & Charlotte R Broderick, LLC	22 Glenview Drive	Des Moines	IA	50312	278188	6.39	31.71%	31.71%
28	1228200005	Broderick Family LP	4812 38th Place	Des Moines	IA	50310	193189	4.44	22.02%	22.02%
							877285	20.14	100.00%	59.58%

REZONING DESCRIPTION

R–2 – REZONE DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00°00'40" WEST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 182.69 FEET; THENCE NORTH 89°58'55" WEST, 199.81 FEET; THENCE SOUTH 00°01'05" WEST, 1041.16 FEET; THENCE SOUTH 89°50'09" EAST, 199.94 FEET TO SAID EAST LINE; THENCE SOUTH 00°00'40" WEST ALONG SAID EAST LINE, 93.97 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°52'24" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 858.96 FEET; THENCE NORTH 22°54'10" WEST, 389.38 FEET; THENCE NORTH 34°59'47" EAST, 41.28 FEET; THENCE NORTH 07°15'13" EAST, 467.46 FEET; THENCE NORTH 38°40'43" EAST, 86.62 FEET; THENCE NORTH 08°55'17" EAST, 399.25 FEET; THENCE SOUTH 89°52'15" EAST, 812.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.92 ACRES (998,340 SQUARE FEET).

R–4 – REZONE DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00°00'40" WEST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 182.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'40" WEST ALONG SAID EAST LINE, 1041.67 FEET; THENCE NORTH 89°50'09" WEST, 199.94 FEET; THENCE NORTH 00°01'05" EAST, 1041.16 FEET; THENCE SOUTH 89°58'55" EAST, 199.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES (208,155 SQUARE FEET).

REVISIONS	DATE
PREPARED	8-30-16

3405 SE Crossroads Drive, Suite G
Grimes, Iowa 50111
PH: (515) 369-4400 Fax: (515) 369-4410
ENGINEER: TECH:

CIVIL DESIGN ADVANTAGE
WAUKEE, IOWA

INDI RUN REZONE MAP

1/1
1604.211

FILE: N:\2016\1604211\DWG\1604211-REZONE.DWG
FILE LAYOUT: 22x34 PLOTTED: 9/29/2016 2:28 PM COMMENT:
PLOTTED BY: DOUG MANDERNACH LAST EDITED: ENG:

REVISIONS	DATE
REVISED	8-30-16
PREPARED	7/18/16

3405 SE Crossroads Drive, Suite G
Grimes, Iowa 50111
PH: (515) 369-4400 Fax: (515) 369-4410

ENGINEER: TECH:

CIVIL DESIGN ADVANTAGE

INDI RUN
REZONE CONCEPT PLAN

WAUKEE, IOWA

1/1

1604.211

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PLOTTED BY: DOUG MANGERNACH TECH:

AGENDA ITEM: H4

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 300, Zoning Ordinance, City of Waukee, Iowa by rezoning certain property from R-4 (Row Dwelling and Townhome Dwelling District)/PD-1 (Planned Development Overlay) to C-1 (Community and Highway Service Commercial District)/PD-1 (Planned Development Overlay) [Outlot X of Williams Pointe Plat 14]

FORMAT: Public Hearing

SYNOPSIS INCLUDING PRO & CON: The applicant, McGregor Interests, Inc., is requesting approval of a rezoning of approximately 5 acres of property generally located west of SE Brick Drive and north of SE Laurel Street. The property is a part of the Williams Pointe North Planned Development. The proposed rezoning and Planned Development Overlay District would allow for the construction of a self-storage facility on the south end of what is known as Outlot X of Williams Pointe Plat 14. The remaining 8 acres fronting Hickman Road would be developed as general highway commercial development.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT: The Planning and Zoning Commission reviewed the request at their September 27, 2016 meeting and recommended approval.

Approval of a Rezoning related to a Change from PD-1(Planned Development Overlay District)/ C-1 (Community & Highway Service Commercial District/ R-4 (Row Dwelling & Townhome District) to PD-1 (Planned Development Overlay District) / C-1 (Community & Highway Service Commercial District) [Outlot Z of Williams Pointe North Plat 14]

Director of Development Services, Brad Deets, introduced the request by the Applicant, McGregor Interests, INC. on behalf of the Owner Park Place Investments NO 11, LLC, for a Rezoning of the subject property that is currently located West of SE Brick Drive and South of Hickman Road. The subject property is included in the Williams point planned development that was approved by the City of Waukee in July of 2005. It was amended several times over the years and in 2013, received a rezoning from C-1 to R-4. McGregor Interests, inc, has approached the owner in acquiring approximately 5 acres for the development of a self-storage facility. Typically, self-Storage facilities are not a permitted use within the C-1 District, however, the use can be incorporated into the Planned Development Overlay to become a permitted use.

Mr. Deets advised that the applicant has submitted the necessary petition and consent to the rezoning in order to being the rezoning process. To date, staff has not received any formal correspondence for or against the proposed rezoning request from the notifications that were sent on September 20th, 2016.

Mr. Deets stated that the applicant has provided a concept plan of how the property could be developed for self-storage use. The concept plan also provided a possible layout of the remaining portion of Outlot X of Williams Pointe Plat 14 for future development. Mr. Deets advised that the use of self- storage is typically a permitted use within the M-1 light industrial District. the issue that staff has identified, is that there are very limited area within the City of Waukee that have existing M-1 Zoning and it is not anticipated that there will be additional areas with M-1 Zoning in the near future until development of a business park occurs west of Waukee, north of Hickman Road and West of 10th street.

Mr. Deets also acknowledged that the need for self-storage facilities has not dwindled in the community. While the developer has proposed a number of sites that staff was not supportive of, this facility, if developed correctly, could be complementary to other development existing or planned in the future within the Williams Pointe North Development. Additionally, this location is directly east of an M-1 District that has similar type uses and the location of the site also provides ample space to the north for the development of more traditional highway commercial development along Hickman Road.

At this time, Staff is comfortable recommending approval of the rezoning based upon the location of the proposed project and support of the specific use as permitted within the proposed Planned Overlay Development.

- Commissioner Streit questioned if the lot to the west was all one parcel, and Mr. Deets advised that yes it was.
- Commissioner Streit questioned if the staff has seen an interest in Storage Facilities. Mr. Deets advised that the community if very fluid and active and needs places to store recreational items.
- Jeff McGregor, a representative of the Applicant, advised that there is a strong demand for people to have a place to store items such as trailers and other equipment that is 100 percent enclosed. He advised that their product, Lock Box Storage, is a 9-5 operational facility with controlled access from 5-10 pm and 24 hour access on an as needed basis. He also advised that the project would include a 400 square foot manager's office that would also house packaging supplies and merchandise for sale. Several security features including electronic gate access to units, a secondary key pad of enclosed climate controlled buildings, and video surveillance would also be incorporated.
- Commissioner Fontenot questioned if the presentation concept would resemble what was intended for Waukee. Mr. McGregor advised that it would have the same color scheme, but would be all one level. He also advised that the company he represents has spoken with the property owner who is interested in more C-1 zoning for the parcel.
- Commissioner Hoifeldt questioned if they had plans of constructing everything at once and Mr. McGregor advised that they would build everything on the concept plan with the option to expand if necessary in the future. Mr. McGregor also advised that they intended to build the access to the east and also provide a second access to the south for additional emergency use and for future development.

Commissioner Fontenot moved to approve a Rezoning related to a Change from PD-1(Planned Development Overlay District)/ C-1 (Community & Highway Service Commercial District/ R-4 (Row Dwelling & Townhome District) to PD-1 (Planned Development Overlay District) / C-1 (Community & Highway Service Commercial District) [Outlot Z of Williams Pointe North Plat 14] subject to remaining staff comments. The motion was seconded by Commissioner Streit. Ayes: Fontenot, Streit, Hoifeldt, Shanks, and Schmidt. Nays: none. Motion Carries.

STAFF REVIEW AND COMMENT: Staff feels the proposed use is suitable for the property being proposed and would recommend approval of the rezoning.

RECOMMENDATION: Introduce the Ordinance and approve the first consideration.

ATTACHMENTS:
I. Staff Report
II. Rezoning Map
III. Concept Plan

PREPARED BY: Brad Deets, Development Services Director

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION: Des Moines Register
DATE OF PUBLICATION: 9/26/16

Waukee
DEVELOPMENT SERVICES

STAFF REPORT

TO: Planning and Zoning Commission

PREPARED BY: Brad Deets

RE: Williams Pointe North Rezoning

DATE: September 27, 2016

GENERAL INFORMATION:

Applicant: McGregor Interests, Inc. (applicant)
Park Place Investments No 11, LLC (owner)

Requested Action Rezoning Approval

Location and Size: Property is generally located West of SE Brick Drive and South of Hickman Road containing approximately 5.07 acres more or less.

LAND USES AND ZONING:

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant – Undeveloped	Neighborhood Residential	PD R-4
North	Vacant-Undeveloped	Neighborhood Residential	PD C-1
South	Vacant-Undeveloped	Neighborhood Residential	PD R-4
East	Vacant - Undeveloped	Neighborhood Residential	PD C-1
West	Vacant - Undeveloped	Neighborhood Residential	M-1

The subject property is included in the Williams Pointe Planned Development that was approved by the City of Waukee in July 2005 and amended several times over the years, most recently for the development of townhomes at the intersection of SE Waco Place and SE Laurel Street (Boulder Pointe) and a senior apartment development between Brick Drive and Waco Place and north of Laurel Street.

The Planned Development includes a total of 104 acres more or less and includes single family homes, townhomes, condominiums/apartments and commercial development when it is fully developed. The property in question has previously been platted as a part of Williams Pointe Plat 14.

In 2013, the subject property was owned by Valley Bank and received rezoning from C-1 to R-4 as the bank thought the property would be more salable as a townhome parcel instead of Commercial Development. The property ended up being acquired by the FDIC and most recently has been acquired by Park Place Investments LLC. McGregor Interests, Inc. has approached the owner in acquiring approximately 5 acres for the development of a self-storage facility. Although a self-storage facility would typically not be a permitted use within the C-1 District, the use can be incorporated into the Planned Development Overlay as a permitted use.

As a part of the underlying zoning district change the Planned Development Agreement is also required to be altered to coincide with the rezoning. The Agreement change relates most specifically to some exhibits identifying how portions of the planned development are regulated with regard to use and development characteristics and the specific use of the property.

ABOVE: Aerial of Property and Surrounding Area and Proposed Concept Plan

PROJECT DESCRIPTION:

The applicant has submitted the necessary petition and consent to the rezoning in order to begin the rezoning process. A total of 90.3% of the surrounding property owners consented to the rezoning request. Notification of the proposed rezoning request was sent on September 20, 2016. To date, staff has not received any formal correspondence for or against the proposed rezoning request. Notification signs of the

proposed planned development change have been erected on the properties specific to the underlying zoning designation proposed. The signs also identify the City Council Public Hearing Date of October 3, 2016.

The applicant has provided a conceptual development plan of how the property could be developed for self-storage development. The concept plan also provides for a possible layout of the remaining portion of Outlot X of Williams Pointe Plat 14 which would be developed under the existing underlying zoning district of C-1 Community and Highway Service District.

A copy of the proposed changes to the Planned Development Document has been attached for your review.

The use of self-storage (mini storage) is typically a permitted use within the M-1 Light Industrial District. The issue at this time is that there are very limited areas within the City of Waukee that have existing M-1 Zoning and it is not anticipated that there will be additional areas with M-1 Zoning in the near future until development of a business park occurs west of Waukee north of Hickman Road and west of 10th Street. Having said that, there seems to continue to be a need for self-storage facilities. This may be fueled to some extent by the number of multi-family developments that have been constructed in the western suburbs over the past couple of years. In the case of this developer, they have proposed a number of sites throughout the community that staff was not supportive of.

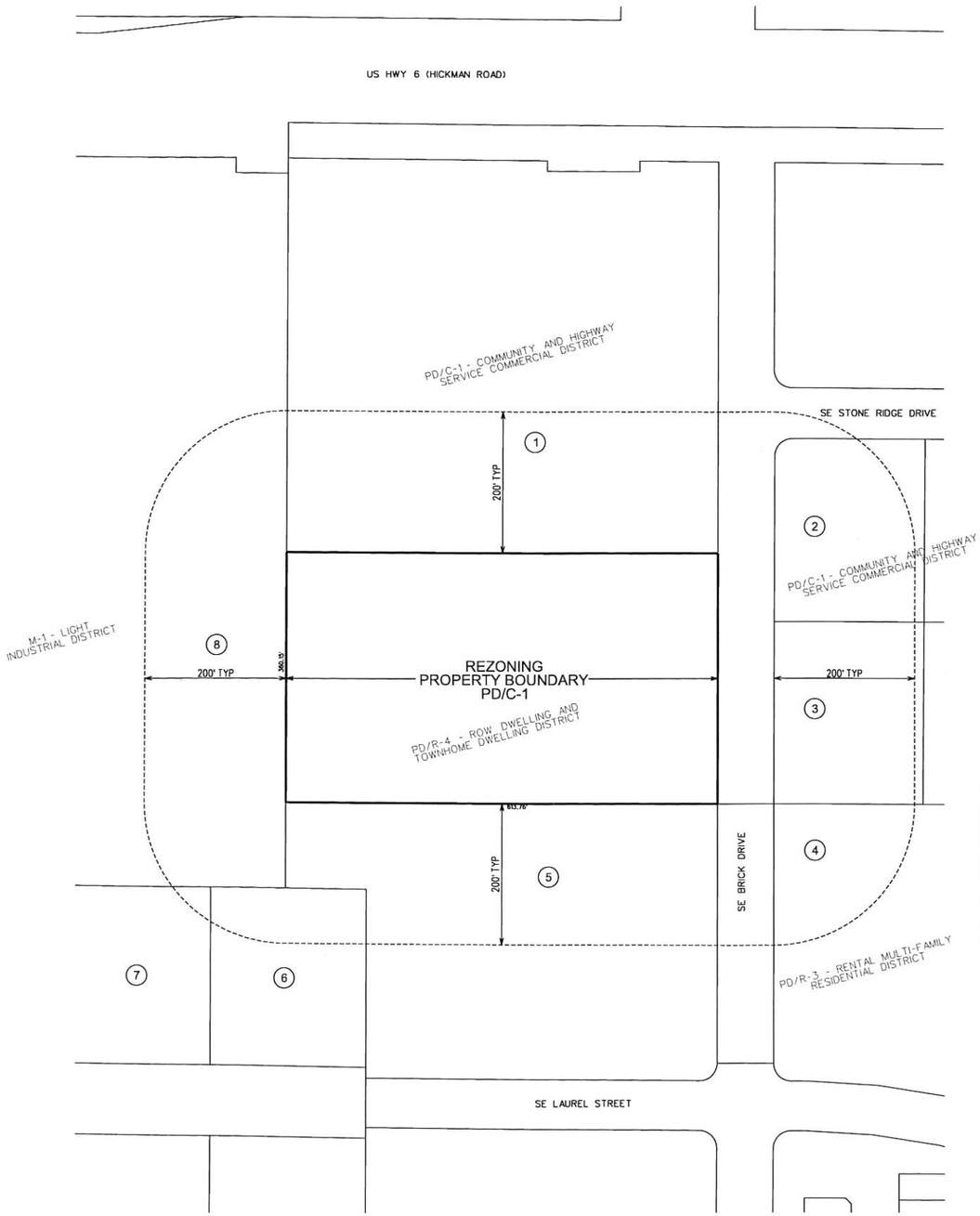
Although not a specifically permitted use within the C-1District, staff believes that if developed correctly, this facility could be complementary to other development existing or planned in the future within the Williams Pointe North Development. Additionally, this location is directly east of an M-1 District that has similar type uses. The location of the site also provides ample space to the north for the development of more traditional highway commercial development along Hickman Road.

STAFF RECOMMENDATION

Based upon the location of the proposed project, staff can be supportive of the specific use as permitted within the proposed Planned Overlay Development and staff is comfortable with the proposed rezoning.

CITY OF WAUKEE

Brad Deets
Development Services Director



PROPERTY DESCRIPTION

OUTLOT "Z", WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA EXCEPT THE NORTH 548.80 FEET.

OWNER

PARK PLACE INVESTMENTS NO 11, LLC
14914 BROOKVIEW DRIVE
URBANDALE, IA 50323
CONTACT: JOHN GRUBB

APPLICANT

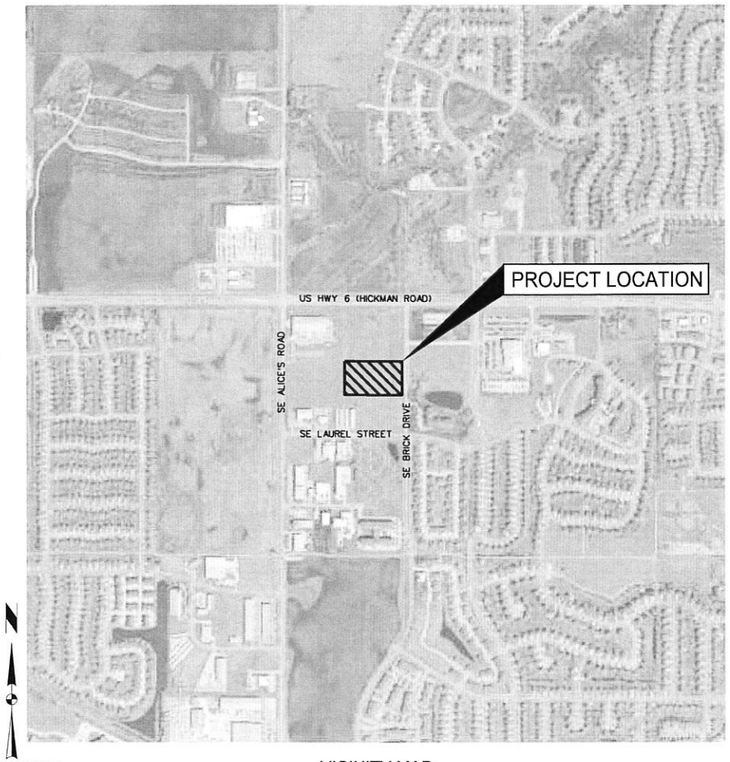
McGREGOR INTERESTS, INC
1175 STONEGATE CIRCLE
OMAHA, NE 68164
CONTACT: GEOFF McGREGOR

ZONING

EXISTING: WILLIAM POINTE PLANNED DEVELOPMENT UNDERLYING ZONING: R-4 - ROW DWELLING AND TOWNHOME DWELLING DISTRICT.

PROPOSED: WILLIAM POINTE PLANNED DEVELOPMENT UNDERLYING ZONING: C-1 - COMMUNITY AND HIGHWAY SERVICE COMMERCIAL DISTRICT.

ADJACENT OWNERSHIP	Legal Description of Property	Mailing Address	Total Property (SF)	SF Within 200' of Rezoning	% of Property Within 200' of Rezoning	% Consenting	% Non-Consenting
1. Park Place Investments No.11, LLC	Williams Pointe Plat 14, Outlot Z	1548 S 45th St. West Des Moines, IA	338,899 SF	122,311 SF	24.0%	24.0%	
2. Stivers Iowa Real Estate, LLC	Williams Pointe Plat 14, Lot 2	1450 E Hickman Rd. Waukee, IA	54,886 SF	47,544 SF	9.3%	9.3%	
3. Stivers Iowa Real Estate, LLC	Williams Pointe Plat 14, Lot 7	1450 E Hickman Rd. Waukee, IA	54,886 SF	51,783 SF	10.2%	10.2%	
4. Alice Place, LP	Williams Pointe Plat 13, Lot 2	20 Sandstone Ct. LeClaire, IA	307,534 SF	31,392 SF	6.2%	-	
5. Topsoil Farms US, LLC	Williams Pointe Plat 13, Lot 1	4509 NW 164th St Clive, IA	207,781 SF	113,391 SF	22.3%	22.3%	
6. Beth Ellen Sangvist Stroud	Hickman West Industrial Park Plat 1, Lot 3	9310 Oakwood Dr. Urbandale, IA	54,886 SF	16,187 SF	3.2%	-	
7. Cedar Waukee, LLC	Hickman West Industrial Park Plat 1, Lot 2	4200 1st Ave. NE Cedar Rapids, IA	55,321 SF	1,486 SF	0.3%	-	
8. Atlantic Bottling Company	W660', N1080' NW, NW/Ex Approx 7' Strip on W + Ex Diag PC on N	4 E 2nd St. P.O. Box 110 Atlantic, IA	637,718 SF	124,914 SF	24.5%	-	
				509,008 SF	100%	65.8%	



NOT TO SCALE

VICINITY MAP

0 100
SCALE (FEET)

MARK	REVISION	DATE	BY

Engineer: JAL | Checked By: MAA | Scale: 1"= 100'
Technician: TLS | Date: 08/16/16 | Field Bk: | Pg:
Project No: 116.0614 | Sheet 1 of 1

LOCK BOX STORAGE - WAUKEE

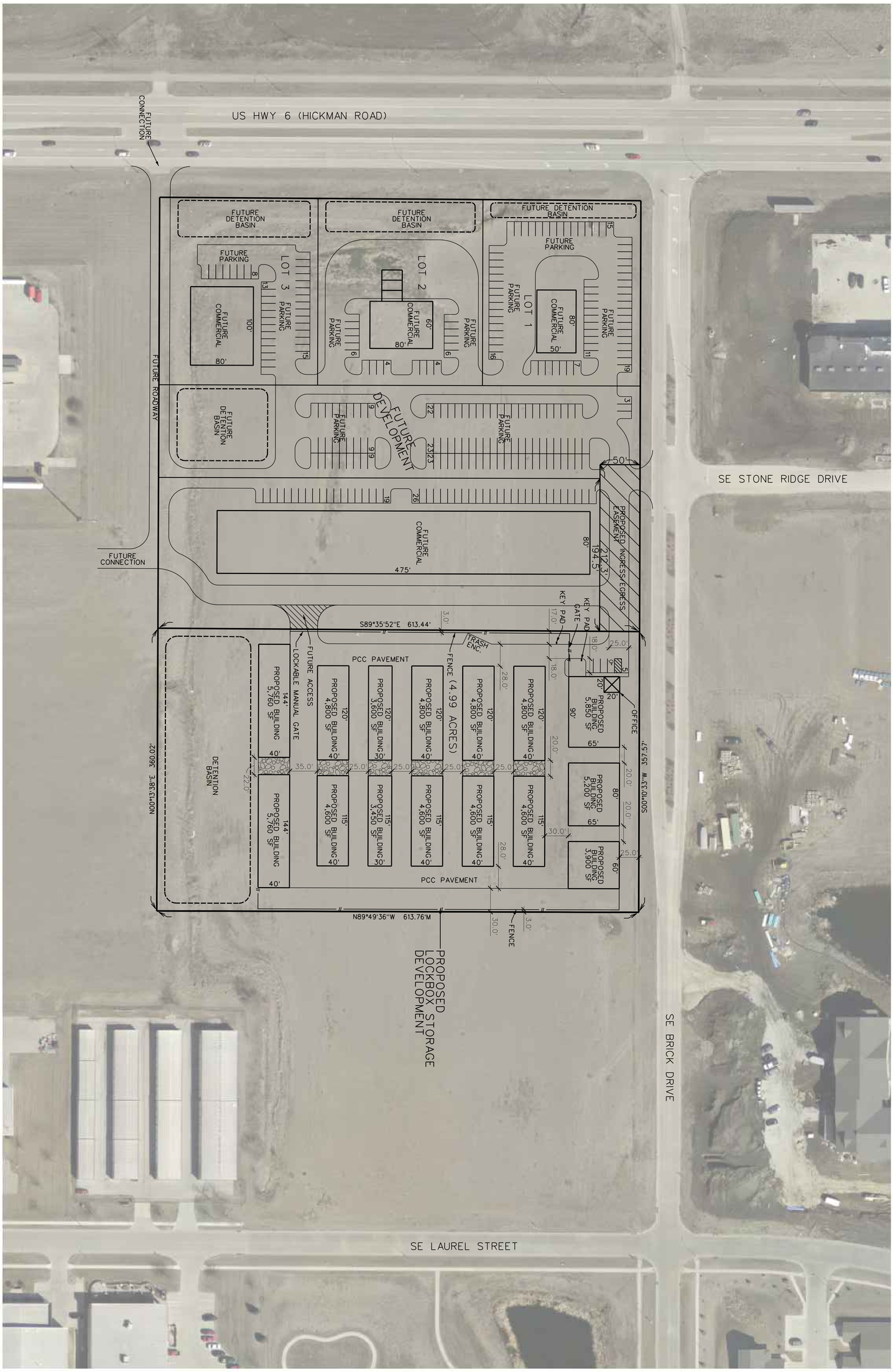
WAUKEE, IOWA

REZONING MAP - EXHIBIT A

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 116.0614

Sheet 1 of 1



SCALE (FEET) 0 60

LOCKBOX STORAGE - WAUKEE

SITE MASTER PLAN LAYOUT B

WAUKEE, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY

Engineer:	JAL	Checked By:	MAA	Scale:	1"= 60'
Technician:	TLS	Date:	07/07/16	Field Bk:	Pg:

Project No: 116.0614 Sheet 1 of 1

Project No: 116.0614

Sheet 1 of 1

AGENDA ITEM: I1

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving annexation of consenting properties by the City of Waukee, Iowa (Currier and Shadow Creek Estates Property).

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The proposed annexation area is directly adjacent to the current City Limits of Waukee and is consistent with the 28E Agreement with the City of Waukee regarding certain land within each community.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution

PREPARED BY: Brad Deets, Development Services Director

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY

WHEREAS, the City of Waukee, State of Iowa, is a duly organized municipal corporation, and;

WHEREAS, the City of Waukee, Iowa has received an Application for Voluntary Annexation from Shadow Creek Estates LLC and John D. and Brenda D. Currier of certain real estate under their ownership, located in Dallas County, Iowa, and shown on the map identified as Exhibit "A" attached hereto and made a part hereof and legally described as follows:

LEGAL DESCRIPTIONS

See Exhibit "B" attached hereto and made a part hereof.

WHEREAS, such property collectively adjoins the City as required by Chapter 368, Code of Iowa, 2015, and;

WHEREAS, all required notification has been carried out pursuant to Chapter 368, code of Iowa, 2016, and;

WHEREAS, a public hearing was held concerning said applications and the annexation on October 3, 2016 as required by law.

WHEREAS, it is in the best interests of the City and public that said property be annexed to the City of Waukee, at this time.

BE IT THEREFORE RESOLVED, by the City Council of the City of Waukee as follows:

SECTION 1. The Application for Voluntary Annexation is hereby approved and said property described in Exhibit "B" shall be annexed to the City of Waukee Iowa, in accordance with Chapter 368, code of Iowa, 2016, and such property shall hereinafter become and be part of the City of Waukee, Iowa.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this annexation and are directed to file the same as required by the Code of Iowa.

Passed and adopted by the City Council on the 3rd day of October 2016.

_____

William F. Peard, Mayor

Attest:

_____

Rebecca D. Schuett, City Clerk

ROLL CALL VOTE	**AYE**	**NAY**	**ABSENT**	**ABSTAIN**
Shane Blanchard	**X**			
Brian Harrison	**X**			
Shelly Hughes			**X**	
Larry R. Lyon	**X**			
Rick Peterson	**X**			

AGENDA ITEM: I2

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 to R-2, a property known as Fox Creek Estates Plat 10 [introduction, first reading]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the first consideration of the Ordinance to rezone the property.

RECOMMENDATION: Introduce the Ordinance and approve the first consideration.

ATTACHMENTS: I. Proposed Ordinance

PREPARED BY: Brad Deets

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 300, ZONING ORDINANCE, CITY OF WAUKEE, IOWA BY AMENDING THE ZONING FOR CERTAIN PROPERTY FROM A-1 TO R-2 [FOX CREEK ESTATES PLAT 10]

BE IT ORDAINED by the Council of the City of Waukee:

Section 1. Section 301.4 of Chapter 301, Waukee Municipal Code, Zoning Ordinance of the City, adopting the Official Zoning Map, is hereby amended by changing the following real estate from A-1 (Agricultural District) to R-2 (One & Two Family Residential District), legally described as follows:

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA AS APPROVED WITHIN THE PLAT OF SURVEY RECORDED ON FEBRUARY 11, 2016 IN BOOK 2016, PAGE 1983, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°32’02” EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 619.55 FEET TO THE SOUTHEAST CORNER OF PARCEL ‘BB’ AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 2013, PAGE 22091, DALLAS COUNTY, IOWA AND THE POINT OF BEGINNING; THENCE NORTH 30°55’55” EAST ALONG THE EASTERLY LINE OF SAID PARCEL ‘BB’, A DISTANCE OF 213.36 FEET; THENCE NORTH 77°35’40” EAST ALONG SAID EASTERLY LINE 216.74 FEET; THENCE NORTH 42°28’06” EAST ALONG SAID EASTERLY LINE, 387.17 FEET; THENCE NORTH 10°12’05” EAST ALONG SAID EASTERLY LINE 139.76 FEET; THENCE NORTH 39°31’21” EAST ALONG SAID EASTERLY LINE, 219.48 FEET; THENCE NORTH 83°38’13” EAST ALONG SAID EASTERLY LINE, 137.00 FEET; THENCE SOUTH 70°50’25” EAST, 42.37 FEET; THENCE SOUTH 22°49’28” EAST, 52.40 FEET; THENCE SOUTH 10°18’51” EAST, 142.43 FEET; THENCE SOUTH 03°03’28” WEST, 80.02 FEET; THENCE SOUTH 53°53’36” EAST, 238.63 FEET; THENCE SOUTH 40°33’49” EAST, 151.09 FEET; THENCE SOUTH 27°06’29” EAST, 110.01 FEET; THENCE SOUTH 15°47’28” EAST, 198.06 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°32’02” WEST ALONG SAID SOUTH LINE, 1360.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.44 ACRES MORE OR LESS.

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

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

Section 4. Effective Date. This ordinance shall be in effect upon its final passage, approval and publication as provided by law.

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

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

AGENDA ITEM: I3

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 to R-2 and R-4/PD-1, a property known Indi Run [introduction, first reading]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the first consideration of the Ordinance to rezone the property.

RECOMMENDATION: Introduce the Ordinance and approve the first consideration.

ATTACHMENTS: I. Proposed Ordinance

PREPARED BY: Brad Deets

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 300, ZONING ORDINANCE, CITY OF WAUKEE, IOWA BY AMENDING THE ZONING FOR CERTAIN PROPERTY FROM A-1 TO R-2; AND AMENDING CERTAIN PROPERTY FROM A-1 TO PD-1 AND R-4 [INDI RUN]

BE IT ORDAINED by the Council of the City of Waukee:

Section 1. Section 301.4 of Chapter 301, Waukee Municipal Code, Zoning Ordinance of the City, adopting the Official Zoning Map, is hereby amended by changing the following real estate from A-1 (Agricultural District) to R-2 (One & Two Family Residential District), legally described as follows:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA NAD MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00°00’40” WEST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 182.69 FEET; THENCE NORTH 89°58’55” WEST, 199.81 FEET; THENCE SOUTH 00°01’05” WEST, 1041.16 FEET; THENCE SOUTH 89°50’09” EAST 199.94 FEET TO SAID EAST LINE; THENCE SOUTH 00°00’40” WEST ALONG SAID EAST LINE, 93.97 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°52’24” WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 858.96 FEET; THENCE NORTH 22°54’10” WEST, 389.38 FEET; THENCE NORTH 34°59’47” EAST, 41.28 FEET; THENCE NORTH 07°15’13” EAST, 467.46 FEET; THENCE NORTH 38°40’43” EAST, 86.62 FEET; THENCE NORTH 08°55’17” EAST, 399.25 FEET; THENCE SOUTH 89°52’15” EAST, 812.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.92 ACRES

Section 2. Section 301.4 of Chapter 301, Waukee Municipal Code, Zoning Ordinance of the City, adopting the Official Zoning Map, is hereby amended by changing the following real estate from A-1 (Agricultural District) to PD-1 (Planned Development Overlay District) and R-4 (Row Dwelling and Townhome Dwelling District), legally described as follows:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00°00’40” WEST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 182.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00’40” WEST ALONG SAID EAST LINE, 1041.67 FEET; THENCE NORTH 89°50’09” WEST, 199.94 FEET; THENCE NORTH 00°01’05” EAST, 1041.16 FEET; THENCE SOUTH 89°58’55” EAST, 199.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES

Section 3. Planned Development Agreement. Attached hereto as Exhibit A is the Planned Development Agreement which shall define the minimum standards and requirements of the PD-1 [Planned Development Overlay District] pertaining to the above legally described property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be in effect upon its final passage, approval and publication as provided by law.

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

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

Exhibit A

INDI RUN TOWNHOMES

PLANNED DEVELOPMENT

CITY OF WAUKEE

APPROVED BY WAUKEE CITY COUNCIL ON _____

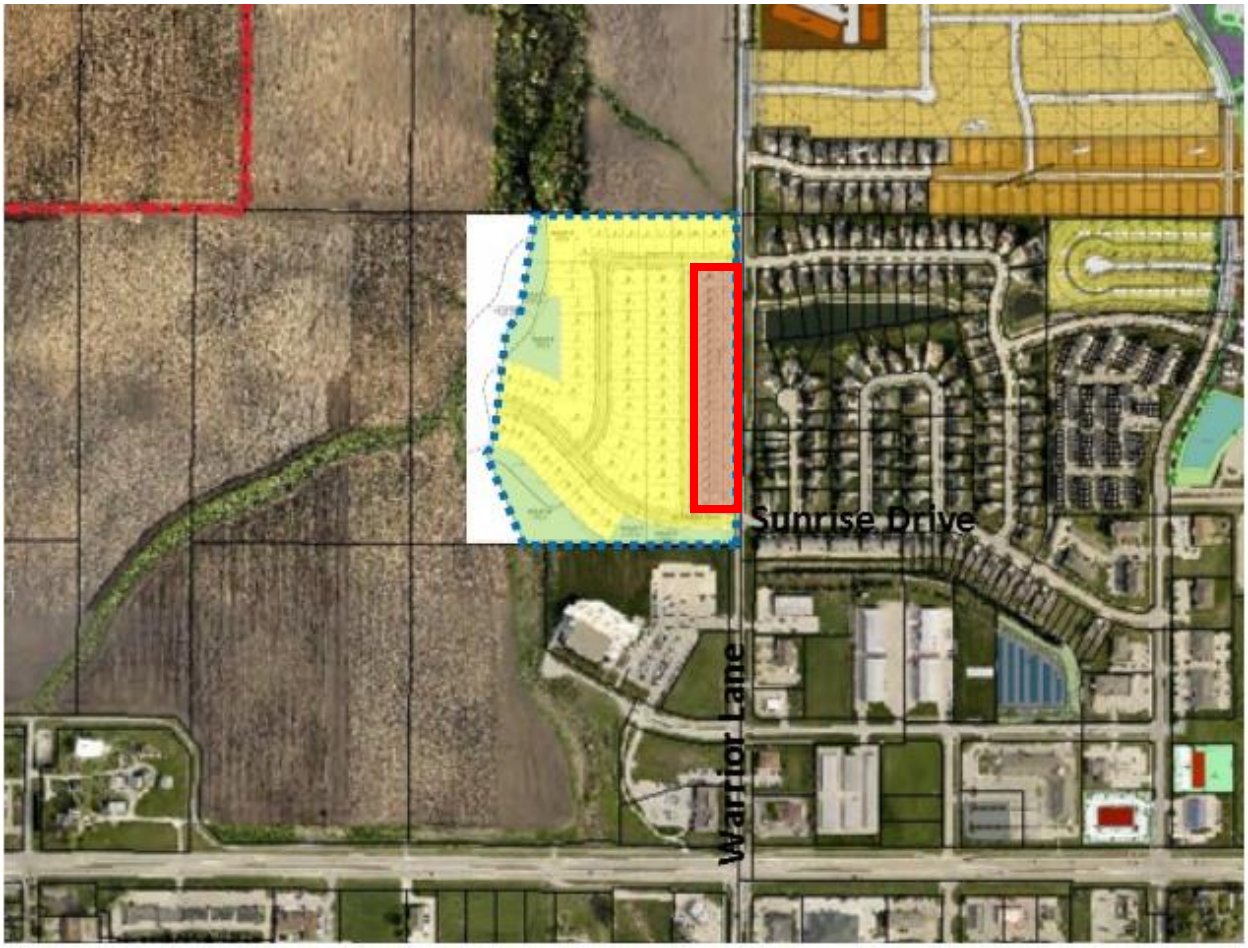


TABLE OF CONTENTS

INDI RUN TOWNHOMES
Planned Development

1. Rezoning Request

Exhibit B – Waukee PD Form

Exhibit C – Vicinity Map

Exhibit D – Property Legal Description

Exhibit E – Rezoning Map

EXHIBIT F - Conceptual Development Plan

Exhibit G – Conceptual Architectural Elevations

EXHIBIT B | INDI RUN TOWNHOMES – PLANNED DEVELOPMENT

Waukee, Iowa

Planned Development Overlay District (PD)

Item 1 Purpose and Scope of District

A. This Planned Development is intended to allow for the development of a detached townhome development in an environment that would not be possible under the standard R-4 (Row Dwelling and Townhome Dwelling) zoning district.
B. The dwelling lots within the development are to be owned by individual home owners. Any common areas will be maintained by a homeowners association in similar practice to a townhome or row home development.
C. The buildings within the complex are intended to be designed in a manner which complements the architecture of the surrounding neighborhood and landscape buffering will be provided in areas where existing uses may not be as compatible with the proposed development.

Item 2 Location, Size, Legal Description

D. See Attached: Exhibit C – Vicinity Map
Exhibit D – Property Legal Description
E. The proposed development is comprised of approximately 4.78 acres. The property is located on the west side of N Warrior Lane, north of the NE Sunrise Drive intersection.
F. Standard R-2 (One & Two Family Residential District) single family lots are being proposed as part of the overall Indi Run development to the west of this planned development.

Item 3 Conceptual Development Plan

A. See Attached: Exhibit E – Rezoning Map
Exhibit F – Conceptual Development Plan

B. Exhibit F represents a conceptual development plan identifying the intended construction of 22 detached single family dwellings

with access provided off of a public street to the west of the lots. No driveway access is permitted off of Warrior Lane.

Item 4 Building Design Standards

A. Primary elevations (front elevation or main dwelling entrance side) should include brick or stone as an accent material. The accent material should wrap a minimum of 2 feet from the primary elevation onto a side elevation.

B. Townhomes shall be consistent with the requirements of the City's Site Plan Ordinance.

Item 5 Proposed Bulk Regulations - Including Density Regulations, Setbacks, Maximum Heights, and Other Design Standards Specific to the Project

A. Principal Permitted Uses for this area shall include townhome detached dwelling units.
B. Minimum Lot Area: 4,500 square feet per housing unit lot
C. Minimum Lot Frontage: 41 feet
D. Minimum Floor Area: 1,300 finished square feet per unit
E. Maximum Density: 5 housing units per gross acre
F. Front Yard: 30 feet
G. Side Yard: 5 feet
H. Rear Yard: 30 feet
I. Landscaping & Open Space:
    a. All sites should conform to the City's Ordinance for Landscaping and Open Space with regard to the amount of open space to be provided within the subdivision in addition to the number and type of plantings needed within each lot.
    b. Buffers: A 25 foot landscape buffer should be provided adjacent to Warrior Lane.
        i. Buffer Plantings should be provided as prescribed by the City's Landscape and Open Space Ordinance.
J. Parking:
    a. A minimum of 2 spaces per dwelling unit.
    b. A minimum of 2 garage spaces should be provided per dwelling unit.

EXHIBIT C | VICINITY SKETCH

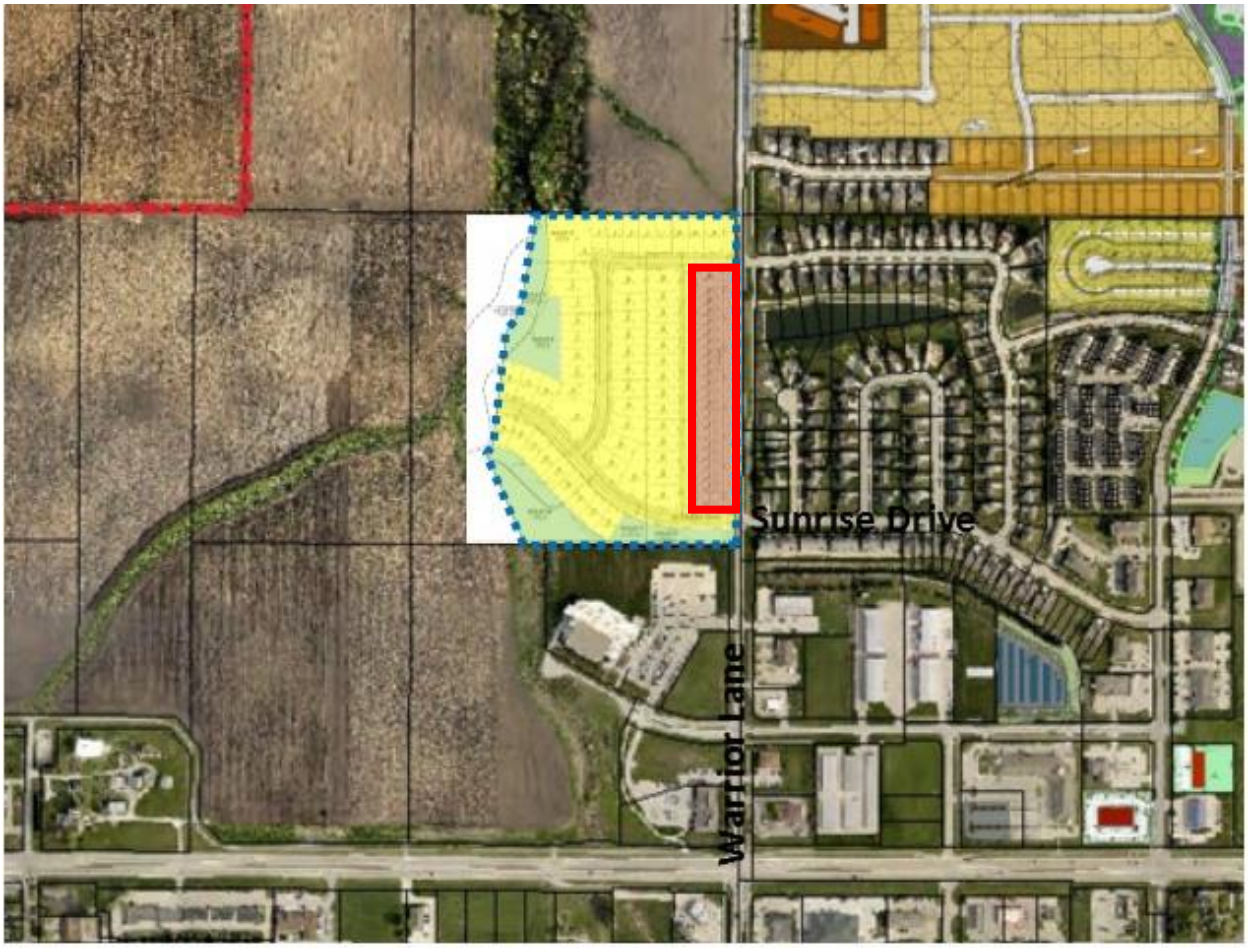


EXHIBIT D | PROPERTY LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00°00’40” WEST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 182.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00’40” WEST ALONG SAID EAST LINE, 1041.67 FEET; THENCE NORTH 89°50’09” WEST, 199.94 FEET; THENCE NORTH 00°01’05” EAST, 1041.16 FEET; THENCE SOUTH 89°58’55” EAST, 199.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES

EXHIBIT E | REZONING MAP

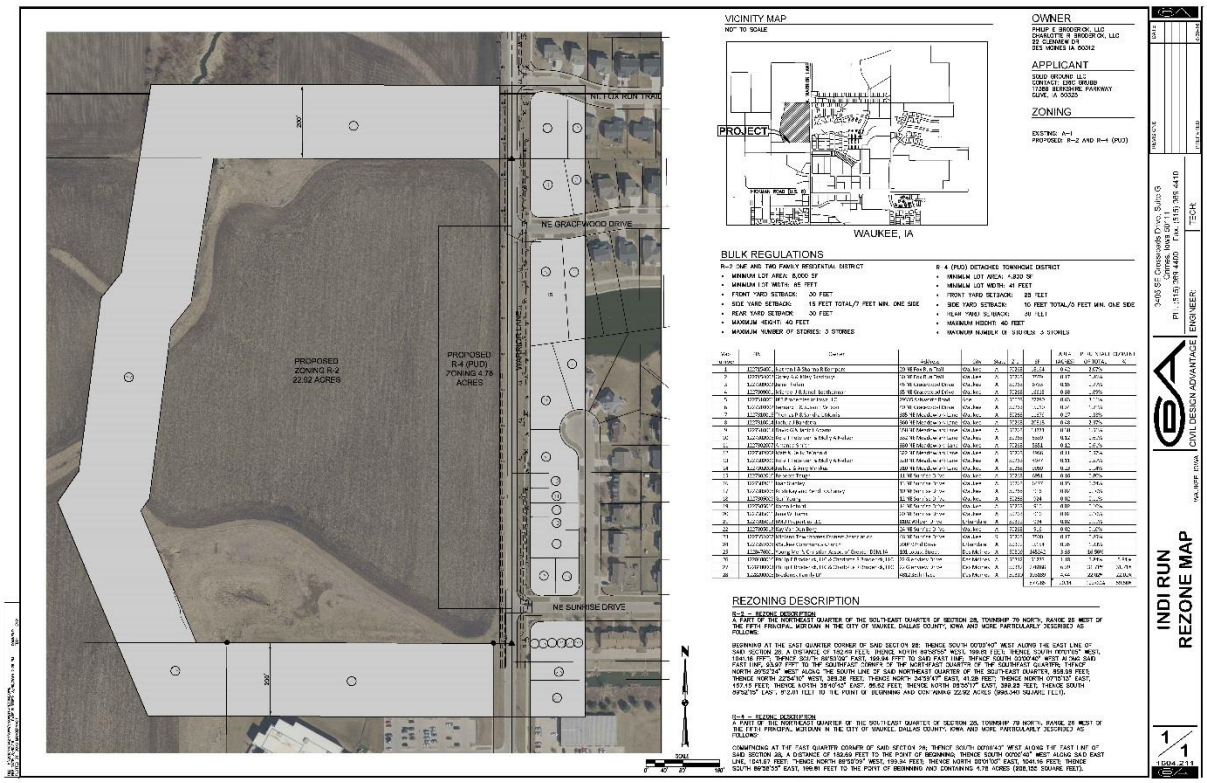


EXHIBIT F | CONCEPTUAL DEVELOPMENT PLAN

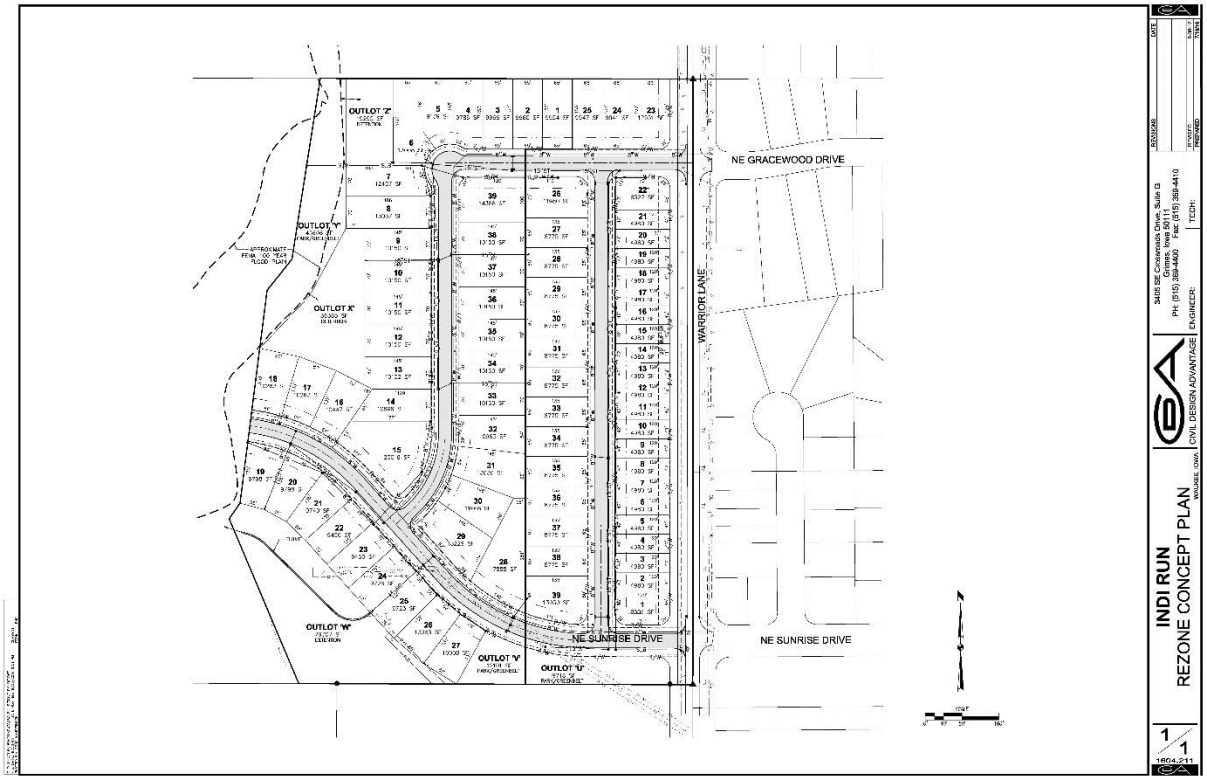


EXHIBIT G | CONCEPTUAL ARCHITECTUAL ELEVATIONS

AGENDA ITEM: I4

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from R-4/PD-1 to C-1/PD-1, a property known as Outlot X of Williams Pointe Plat 14 [introduction, first reading]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the first consideration of the Ordinance to rezone the property.

RECOMMENDATION: Introduce the Ordinance and approve the first consideration.

ATTACHMENTS: I. Proposed Ordinance

PREPARED BY: Brad Deets

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 300, ZONING ORDINANCE, CITY OF WAUKEE, IOWA BY AMENDING THE ZONING FOR CERTAIN PROPERTY FROM R-4/PD-1 TO C-1/PD-1[OUTLOT X OF WILLIAMS POINTE PLAT 14]

BE IT ORDAINED by the Council of the City of Waukee:

Section 1. Section 301.4 of Chapter 301, Waukee Municipal Code, Zoning Ordinance of the City, adopting the Official Zoning Map, is hereby amended by changing the following real estate from R-4 (Row Dwelling and Townhome Dwelling District)/PD-1 (Planned Development Overlay) to C-1 (Community and Highway Service Commercial District)/PD-1 (Planned Development Overlay), legally described as follows:

OUTLOT Z OF WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA EXCEPT THE NORHT 548.80 FEET.

Section 2. Planned Development Agreement. Attached hereto as Exhibit A is the Planned Development Agreement which shall define the minimum standards and requirements of the PD-1 [Planned Development Overlay District] pertaining to the above legally described property.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be in effect upon its final passage, approval and publication as provided by law.

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

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

Exhibit A

WILLIAMS POINTE NORTH

PLANNED DEVELOPMENT

CITY OF WAUKEE

- ORIGINALLY APPROVED BY WAUKEE CITY COUNCIL ON AUGUST 1, 2005
- AMENDED BY WAUKEE CITY COUNCIL ON OCTOBER 15, 2007
- AMENDED BY WAUKEE CITY COUNCIL ON NOVEMBER 19, 2007
- AMENDED BY WAUKEE CITY COUNCIL ON JULY 20, 2009
- AMENDED BY WAUKEE CITY COUNCIL ON DECEMBER 3, 2012
- AMENDED BY WAUKEE CITY COUNCIL ON APRIL 15, 2013
- AMENDED BY WAUKEE CITY COUNCIL ON AUGUST 19, 2013
- AMENDED BY WAUKEE CITY COUNCIL ON _____, 2016

TABLE OF CONTENTS

Williams Pointe North
Amended Planned Development

1. Rezoning Request

Waukee PD Form **(Amended _____, 2016)**

Exhibit E – Rezoning Map **(Amended _____, 2016)**

EXHIBIT F - Primary Land Use Plan **(Amended _____, 2016)**

Exhibit G – Bulk Regulations **(Amended _____, 2016)**

Exhibit H3 – Preliminary Development Layout – Townhome Development **(Amended August 19, 2013)**

Note: Only documents and Exhibits modified as a part of this amendment have been included. All remaining Exhibits and information included in the original Planned Development as approved by the Waukee City Council on August 1, 2005 and the Amended Planned Development approved by the Waukee City Council on October 15, 2007, and the Amended Planned Development approved by the Waukee City Council on July 20, 2009, and the Amended Planned Development approved by the Waukee City Council on December 3, 2012 and the Amended Planned Development approved by the Waukee City Council on April 15, 2013 and the Amended Planned Development approved by the Waukee City Council on August 19, 2013 remains in effect.

June, 2005
Amended and Approved by Waukee City Council on November 19, 2007
Amended and Approved by Waukee City Council on July 20, 2009
Amended and Approved by Waukee City Council on December 3, 2012
Amended and Approved by Waukee City Council on April 15, 2013
Amended and Approved by Waukee City Council on August 19, 2013
Amended and Approved by Waukee City Council on _____, 2016

WILLIAMS POINTE – AMENDED PLANNED DEVELOPMENT

Waukee, Iowa

Planned Development District (PD)

Item 1 Location, Size, Legal Description

A. See Attached: Exhibit A – Vicinity Map
   Exhibit B – Property Legal Description
B. The proposed development is comprised of approximately 103 acres in the East ½, NW ¼ and West ½, NW ¼ of Section 35 Township 79N Range 26W, Walnut Township, Dallas County, Iowa. The property is located on the south side of Highway 6 approximately 650 feet east of Alice's Road.
C. The property is bordered by light industrial zoning to the west, commercial and residential to the south, planned development zoning to the east and residential, agricultural and commercial zoning across Highway 6 to the north.

Item 2 Topography

A. See Attached: Exhibit D – Existing Topography and Features Map

Item 3 Location and Description of Major Site Features, including Tree Masses, Drainage ways, Wetlands, Soils

A. See Attached: Exhibit D – Existing Topography and Features Map
B. The site generally drains from south to north. According to the Dallas County Soil Survey, the types of soils in the area consist of Clarion loam, Nicollet loam, Canisteo silty-clay loam and Storden Loam.

Item 4 Location of 100 Year Floodplains

A. Not Applicable

Item 5 **Generalized Land Use Plan**

A. See Attached: Exhibit E – Rezoning Map (Amended _____, 2016)

Exhibit F – Primary Land Use Plan (Amended _____, 2016)

B. Exhibit F represents a plan that consists of townhomes, single family, condominiums/apartments and commercial uses.

Item 6 **Proposed Types and Densities of Development**

A. See Attached: Exhibit G – Bulk Regulations (Amended _____, 2016)

Exhibit H – Preliminary Development Layout

Exhibit H1 - Preliminary Development Plan Commercial Addition

Exhibit H2 – Preliminary Development Plan Senior Living Addition – Area E (Added July 20, 2009)

Exhibit H3 – Preliminary Development Plan – Area E Expanded (Amended August 19, 2013)

Exhibit H4 – Preliminary Development Plan – Area C (Added April 15, 2013

Exhibit H5 – Preliminary Development Plan – Area C (Added _____, 2016)

Item 7 **General Location and Size of Building or Building Footprints**

A. See Attached: Exhibit H, H1, H2, H3, H4, H5– Preliminary Development Layout

Exhibit K – Single Family Layout

B. Exhibit H shows approximate locations of buildings within the townhome and commercial lots and Exhibit K shows approximate lot areas and dimensions within the single family area. The commercial and condominium/apartment areas will not be concepted until specific users have purchased the property and site plans are prepared. The uses and development requirements shall meet the zoning regulations set forth by the PD Bulk Regulations.

Item 8 **Site Master Plan, Including General Envelopes of Buildings, Parking, Open Space, and Other Site Features**

A. See Attached: Exhibit H, H1, H2, H3, H4, H5 – Preliminary Development Layout

B. Exhibit H shows approximate locations of buildings within the townhome lots and approximate lot lines in the single family area. The commercial and condominium/apartment areas will not be concepted until specific users have purchased the property. The uses and development requirements will meet the zoning regulations set forth by the PD Bulk Regulations.

Item 9 **Description and Location of all Use Types Included in the Project, including Maximum Floor Areas Devoted to Each Use**

A. See Attached: Exhibit G – Bulk Regulations

Item 10 **Location and Design of Vehicular, Bicycle, and Pedestrian Circulation Systems, including Relationship to External Transportation System and Location of Driveways or Access Points Adjacent to the Project**

A. See Attached: Exhibit H, H1, H2, H3, H4, H5– Preliminary Development Layout
B. This property contains six major public access points throughout the development. Laurel Avenue (70-feet ROW) will be extended through the property from the residential neighborhood bordering the east property line to the light industrial district on the west property line. SE Brick Drive (80-feet ROW) and SE Waco Place (100-feet ROW north of Laurel Avenue 80-feet ROW south of Laurel Avenue) will be extended between Highway 6 and the residential neighborhood bordering the south property line. A boulevard entrance will be constructed at the intersection of Highway 6 and Waco Place, and Highway 6 and SE Brick Drive.
C. The remainder of the development includes an internal road system consisting of both private and public streets. As shown on Exhibit H, H1, H2, H3, H4 the internal road system within the townhome and apartment development will be private and the road system throughout the single family development will be public. In order to limit the connectivity and industrial traffic traveling through the townhome development, SE Westbrooke Drive will be ended at the property line with a public cul-de-sac with a 70-foot ROW.
D. Driveways and internal private road systems will provide access points for the commercial and condominium/apartment areas. Exhibit H, H1, H2, H3, H4, H5 shows proposed full access and right-in/right-out locations.
E. An extensive network of sidewalks will be located throughout the project. An existing 30-foot trail easement exists along the south property line which will connect a trail to the Waukee City system to the south via Hawthorne Ridge Park.

Item 11 **Schematic Location and Development Standards for Open Space, including Conceptual Landscape Plan**

A. See Attached: Exhibit G – Bulk Regulations
Exhibit I – Preliminary Landscape Plan
B. Parkland requirements for this development will be met by providing improvements to the existing Hawthorne Park located southeast of the property as agreed upon by the city and developer.

Item 12 **Building Design Standards, including Height, Materials, Sections, and Other Information Required to Describe the Project**

A. See Section 2: Architectural Character for example elevation views and floor plans for the single family and townhome areas. These house plans are shown for general character representation and may vary from those shown. The exhibits are a sampling and do not illustrate all or any of the homes that will be constructed. Market conditions shall be reviewed at the time of construction to determine the exact home to be constructed.
B. The townhome, single family, commercial, and senior living areas shall meet the uses and development requirements set forth by Exhibit G – Bulk Regulations and by the Waukee Site Plan ordinance.

Item 13 **Location of Existing and Proposed Utilities, Sanitary Sewer, Storm Water Facilities, and Water, Gas and Electrical Distribution Systems**

A. See Attached: Exhibit D – Existing Topography & Features Map

Item 14 **Proposed Site Development Regulations, Including Maximum FAR or Other Density Regulations, Building and Impervious Coverage, Setbacks, Maximum Heights, and Other Design Standards Specific to the Project**

A. See Attached: Exhibit G – Bulk Regulations

Item 15 **Proposed Signage**

A. At the time of development, each site plan would propose specific signage for their particular lot that would meet requirements set forth in the Waukee Zoning Ordinance which outlines specific requirements for the size, number and types of signs allowed for each type of zoning. Proposed site identification sign locations have been shown on Exhibit H.

Item 16 **Proposed Public and Private Ownership Boundaries, including Proposed Private Lots and Common Ownership Areas**

A. See Attached: Exhibit E – Rezoning Map (Amended _____, 2016)

Exhibit J – Overall Williams Pointe Development

Item 17 **Preliminary Plat, If Applicable**

A. Not Applicable

Item 18 **Final Plat, If Applicable**

A. Not Applicable

Item 19 **Schedule Indicating Proposed Phasing and Scheduling of Development**

A. At this time, the developer is planning on beginning phase I construction as soon as the rezoning is complete. Refer to Exhibit L for the proposed phasing plan.

Item 20 **Deed Restrictions, Covenants, Agreements, Association Bylaws, and Other Documents Controlling the Use of the Property, Type of Construction or Development or Activities of Future Residents**

EXHIBIT C | LEGAL DESCRIPTION (revised August 19, 2013)

WILLIAMS POINTE NORTH – PD LEGAL DESCRIPTION

PLANNED DEVELOPMENT AREA A:

LOT 2 OF WILLIAMS POINTE PLAT 12, AN OFFICIAL PLAT WITHIN THE CIYT OF WAUKEE, DALLAS COUNTY, IOWA, INCLUDING HALF OF THE RIGHT OF WAY OF SE WACO PLACE ADJACENT TO THE PLAT AND HALF OF THE RIGHT OF WAY OF SE LAUREL STREET ADJACENT TO THE PLAT INCLUDING 18.8 ACRES MORE OR LESS.

PLANNED DEVELOPMENT AREA B:

LOTS 1 – 65 OF WILLIAMS POINTE PLAT 10, AN OFFICIAL PLAT WITHIN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, INCLUDING ALL OF THE RIGHT OF WAY OF SE WACO PLACE ADJACENT TO THE PLAT, HALF OF THE RIGHT OF WAY OF SE LAUREL STREET ADJACENT TO THE PLAT AND ALL OF THE RIGHT OF WAUKEE OF SE SAGEWOOD CIRCLE ADJACENT TO THE PLAT INCLUDING 18.5 ACRES MORE OR LESS.

PLANNED DEVELOPMENT AREA C:

LOT 1 OF WILLIAMS POINTE PLAT 11, AN OFFICIAL PLAT WITHIN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, INCLUDING HALF OF THE RIGHT OF WAY OF SE WACO PLACE ADJACENT TO LOT 1 AND HALF OF THE RIGHT OF WAY OF SE LAUREL STREET ADJACENT TO LOT 1 INCLUDING 5.2 ACRES MORE OR LESS.

PLANNED DEVELOPMENT AREA D:

ALL OF WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT WITHIN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, INCLUDING ALL OF THE RIGHT OF WAY OF SE WACO PLACE ADJACENT TO THE PLAT, AND ALL OF THE RIGHT OF WAY OF SE BRICK DRIVE ADJACENT TO THE PLAT, AND ALL OF THE RIGHT OF WAY OF SE STONE RIDGE DRIVE ADJACENT TO THE PLAT, AND ALL OF THE RIGHT OF WAY OF EAST HICKMAN ROAD, INCLUDING 29.30 ACRES MORE OR LESS.

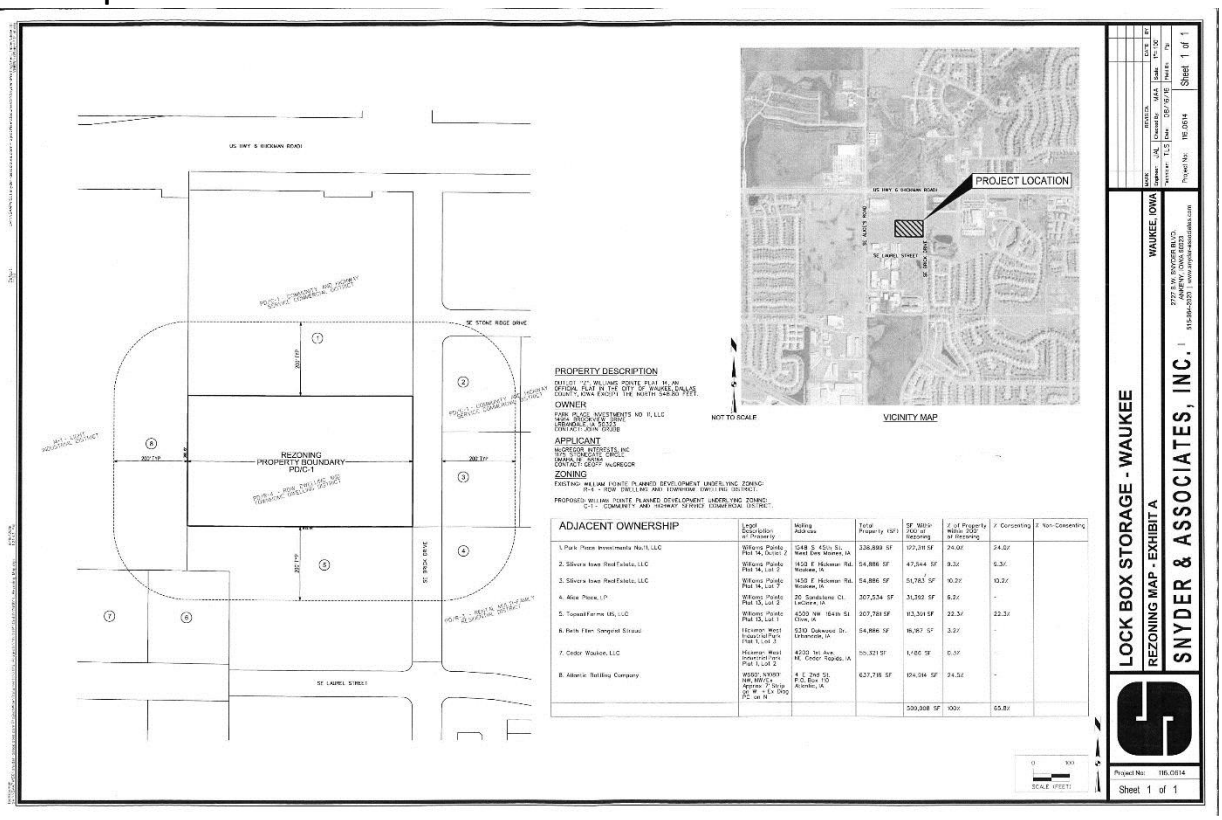
LOT 1 OF WILLIAMS POINTE PLAT 13, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, CONTAINING APPROXIMATELY 4.77 ACRES MORE OR LESS, AND THE WEST HALF OF SE BRICK DRIVE RIGHT OF WAY LYING EAST OF AND COINCIDENT WITH SAID LOT 1, AND THE NORTH HALF OF SE LAUREL STREET RIGHT OF WAUKE LYING SOUTH OF AND COINCIDENT WITH SAID LOT 1.

PLANNED DEVELOPMENT AREA E:

LOT 1 OF WILLIAMS POINTE PLAT 12, AN OFFICIAL PLAT WITHIN THE CITY OF WAUKE, DALLAS COUNTY, IOWA, INCLUDING HALF OF THE RIGHT OF WAY OF SE LAUREL STREET ADJACENT TO THE LOT AND HALF OF THE RIGHT OF WAY OF SE BRICK DRIVE ADJACENT TO THE LOT INCLUDING 15.9 ACRES MORE OR LESS.

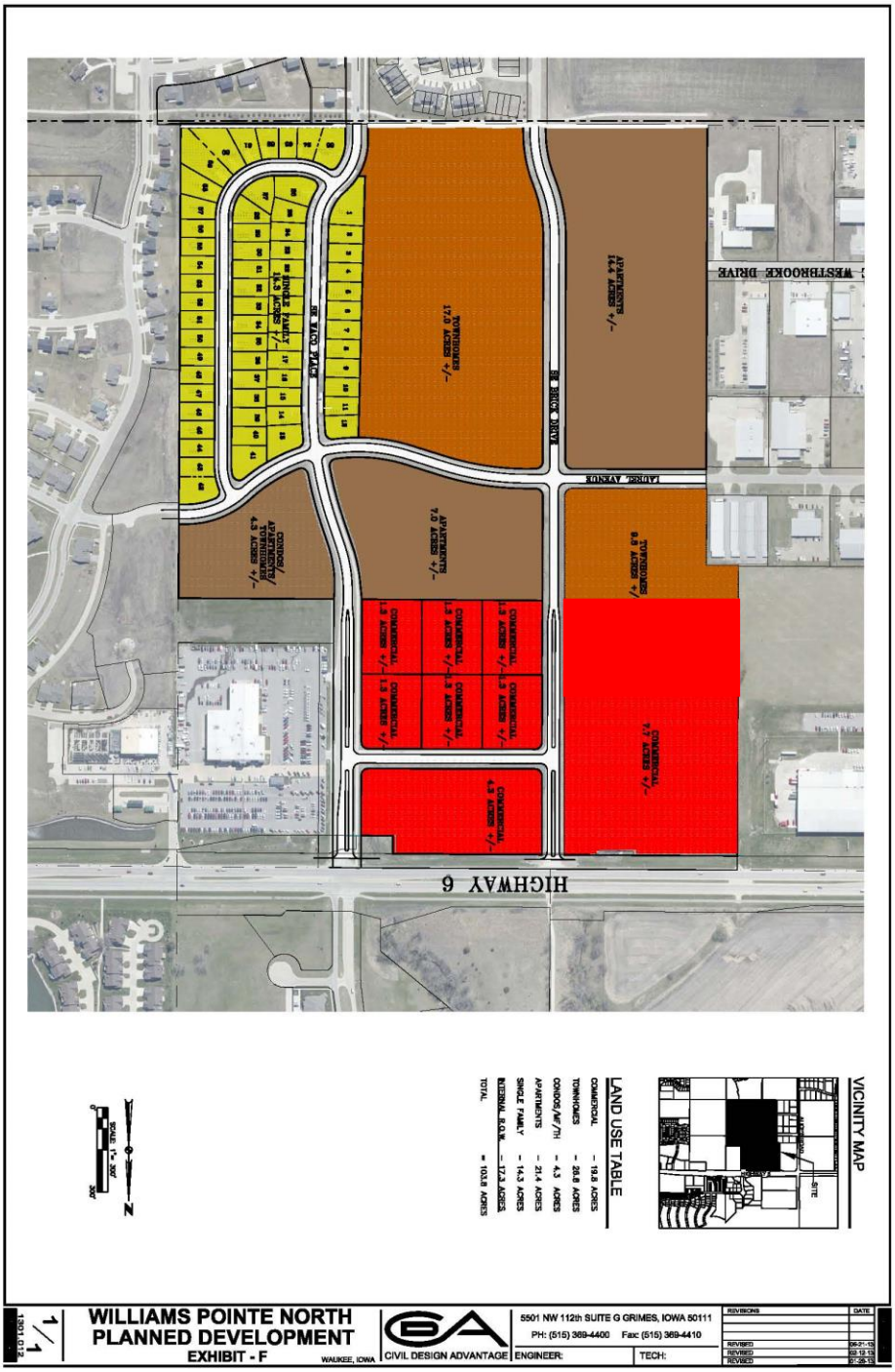
LOT 2, WILLIAMS POINTE PLAT 13, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, CONTAINING APPROXIMATELY 7.06 ACRES MORE OR LESS, AND THE WEST HALF OF SE WACO PLACE RIGHT OF WAY LYING EAST OF AND COINCIDENT WITH SAID LOT 2, AND THE NORTH HALF OF SE LAUREL STREET RIGHT OF WAY LYING SOUTH OF AND COINCIDENT WITH SAID LOT 2, AND THE EAST HALF OF SE BRICK DRIVE RIGHT OF WAY LYING WEST OF AND COINCIDENT WITH SAID LOT 2.

EXHIBIT E | 2016 REZONING MAP



ADJACENT OWNERSHIP	Legal Description of Property	Mailing Address	Total Property (SF)	SF Within 200' of Rezoning	% of Property Within 200' of Rezoning	% Consenting	% Non-Consenting
1. Park Place Investments No.11, LLC	Williams Pointe Plat 14, Outlot 2	5448 S 45th St. West Des Moines, IA	338,893 SF	102,318 SF	24.0%	24.0%	
2. Silvers Iowa Real Estate, LLC	Williams Pointe Plat 14, Lot 2	1430 E Hickman Rd. Waukee, IA	54,886 SF	47,644 SF	9.3%	9.3%	
3. Silvers Iowa Real Estate, LLC	Williams Pointe Plat 14, Lot 3	1430 E Hickman Rd. Waukee, IA	54,886 SF	51,783 SF	10.2%	10.2%	
4. Alice Place, LP	Williams Pointe Plat 13, Lot 2	20 Sandstone Ct. LaCrosse, IA	307,534 SF	31,353 SF	6.2%	-	
5. TopsoilFarms US, LLC	Williams Pointe Plat 13, Lot 1	4500 NW 164th St Clive, IA	307,781 SF	113,319 SF	22.3%	22.3%	
6. Beth Ellen Sangerd Sirous	Hickman West Industrial Park Plat 1, Lot 3	5310 Oakwood Dr. Urbandale, IA	54,886 SF	16,957 SF	3.3%	-	
7. Cedar Waukee, LLC	Hickman West Industrial Park Plat 1, Lot 2	4230 1st Ave. NE Cedar Rapids, IA	55,321 SF	1,486 SF	0.3%	-	
8. Atlantic Building Company	WEST, WEST NW, NW/Ex Approx. 7' Strip W. W. +Ex Dog P.C. Lot 16	4 E 2nd St. P.O. Box 10 Atlantic, IA	637,716 SF	104,314 SF	24.5%	-	
				500,008 SF	100%	65.8%	

EXHIBIT F | PRIMARY LAND USE PLAN



LAND USE TABLE

COMMERCIAL	– 19.8 ACRES
TOWNHOMES	– 20.8 ACRES
CONDOS/APT/TH	– 4.3 ACRES
APARTMENTS	– 21.4 ACRES
SINGLE FAMILY	– 14.3 ACRES
INTERNAL R.O.W.	– 17.4 ACRES
TOTAL	= 103.8 ACRES

VICINITY MAP

SCALE 1" = 200'

WILLIAMS POINTE NORTH
PLANNED DEVELOPMENT
EXHIBIT - F

WAUKEE, IOWA

CIVIL DESIGN ADVANTAGE

5501 NW 112th SUITE G GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

ENGINEER:

TECH:

REVISIONS	DATE
REVISED	06-21-13
REVISED	08-12-13
REVISED	01-28-13

1 / 1

13201.03

EXHIBIT G | BULK REGULATIONS

Williams Pointe
Planned Development
Amended by Waukee City Council on November 19, 2007
Amended by Waukee City Council on July 20, 2009
Amended by Waukee City Council on December 3, 2012
Amended by Waukee City Council on April 15, 2013
Amended by Waukee City Council on August 19, 2013
Amended by Waukee City Council on _____, 2016

<u>BULK REGULATIONS</u>

AREA "A" – TOWNHOME DEVELOPMENT

'R-4' Row Dwelling and Townhome District Zoning Regulations shall apply to this area except as listed below:

A. Minimum Lot Area: 15,000 square feet perimeter boundary; 1,500 square feet per housing unit lot. *(R-4 Standard = 2,500 square feet per housing unit)*
B. Minimum Floor Area: 750 square feet per unit
C. Minimum Lot Width: 20 feet per unit lot
D. Maximum Density: 10 housing units per gross acre
E. Minimum Front Yard: 25 feet perimeter boundary *(R-4 Standard = 30 feet)*
F. Minimum Side Yard: 15 feet perimeter boundary; the townhomes shall have a minimum of 10 feet between buildings.
G. Minimum Rear Yard: 25 feet; the townhomes shall have a minimum of 15 feet between buildings. The setback along the southern boundary of the property shall be 30 feet. (*R-4 Standard = 30 feet perimeter)*
H. Buffering: Where this district borders an industrial (M) or commercial (C) zoned district, a three (3) ft high buffer shall be provided consisting of fifteen (15) ft in width designed with an earth berm and plantings. *(Standard = 25 ft in width, 3 ft height)*

AREA "B" – SINGLE FAMILY RESIDENTIAL

'R-2' One and Two Family Residential District Zoning Regulations shall apply to this area except as listed below:

A. Minimum Lot Area: 8,000 square feet for each single-family dwelling; 10,000 square feet for each two-family dwelling.
B. Maximum Floor Area: Single-family – 950 square feet. Two-family – 750 square feet per unit. If building is two or more stories, minimum first floor

area shall be 700 square feet for single-family and 550 square feet per unit for two-family.

C. Minimum Lot Width: Single-family dwelling – 65 feet; two-family dwelling – 80 feet
D. Front Yard Setback: 30 feet minimum; lots fronting SE Waco Place shall have a 25-feet minimum *(R-2 Standard = 30 feet)*
E. Side Yard Setback: 12-feet total; one side is limited to a minimum of 6-feet *(R-2 Standard = 15 feet total with one side limited to a minimum of 7 feet)*
F. Rear Yard Setback: 30-feet minimum.
G. Buffering: Where this district borders an industrial (M) or commercial (C) zoned district, a three (3) ft high buffer shall be provided consisting of fifteen (15) ft in width designed with an earth berm and plantings. *(Standard = 25 ft in width, 3 ft height)*

AREA "C" – CONDOMINIUM/APARTMENT AND TOWNHOME DEVELOPMENT – LOCATED NORTH OF LAUREL STREET, EAST OF SE WACO PLACE (amended April 15, 2013)

'R-3' & 'R-3A' Multi-Family Residential District Zoning Regulations shall apply to this area except as listed below:

A. Principal Permitted Uses for this area shall include condominium dwellings, apartment dwellings, and townhome dwellings.
B. Minimum Lot Area: 10,000 square feet; 2,200 square feet per housing unit lot for apartments or condominiums; 1,100 square feet per housing unit lot for townhomes.
C. Minimum Floor Area: 750 square feet per unit, except for efficiency units and one bedroom which shall be 600 square feet
D. Maximum Density: 18 housing units per gross acre
E. Front Yard: 25 feet perimeter boundary *(R-3 Standard = 30 feet)*
F. Side Yard: No minimum shall apply except where bordering an R-1, R-2, R-3, R-5, C or M Districts in which case the side yard shall be 15 feet; the buildings shall have a minimum of 10 feet between the buildings. *(R-3 Standard = 15 feet side yard for all zoning districts)*
G. Rear Yard: 25 feet perimeter boundary; the buildings shall have a minimum of 20 feet between the buildings. *(R-3 Standard = 30 feet)*
H. Buffering: Where this district borders an industrial (M) or commercial (C) zoned district, a three (3) foot high buffer shall be provided consisting of fifteen (15) feet in width designed with an earth berm and plantings. *(Standard = 25 feet in width, 3 foot height)*
I. Parking: A minimum of 2 spaces per dwelling unit, 1 visitor space per 5 dwelling units.

AREA "D" – COMMERCIAL DEVELOPMENT

'C-1' Community and Highway Service Commercial District Zoning Regulations shall apply to this area except as listed below:

A. Front Yard: 25 feet *(C-1 Standard = 30 feet)*
B. Side Yard: No minimum shall apply except where bordering an 'R' District in which case the side yard shall be 15 feet.
C. Rear Yard: 25 feet *(C-1 Standard = 30 feet)*
D. Each commercial lot will have a minimum of a 20% open space requirement.
E. All lots within 600 feet of Highway 6 and Alice's Road shall adhere to the Arterial Corridor Overlay standards located in section 304.5(M.7) of the Waukee Zoning Code.
F. Individual Storage Units (mini-storage) shall be a permitted use only as it relates to the property legally described as Outlot X of Williams Pointe Plat 14 except the north 548.80 feet.

AREA "E" **–** SENIOR APARTMENT DEVELOPMENT – LOCATED SOUTH OF LAUREL STREET WEST OF SE BRICK DRIVE AND NORTH OF LAUREL STREET BETWEEN SE BRICK DRIVE AND SE WACO PLACE

'R-3' Rental Multi Family Residential District Zoning Regulations shall apply to this area except as listed below:

A. Principal Permitted Uses for this area shall include apartment dwellings for senior living only**.** [For the purposes of this document the term 'senior' shall refer to persons 55 years of age and older]
B. Minimum Lot Area: 10,000 square feet; 2,200 square feet per housing unit.
C. Minimum Floor Area: 750 square feet per unit.
D. Maximum Density: 20 housing units per gross acre
E. Front Yard: 25 feet perimeter boundary
F. Side Yard: No minimum shall apply except where bordering an R-1, R-2, R-3, R-5, C or M Districts in which case the side yard shall be 15 feet; the buildings shall have a minimum of 10 feet between the buildings.
G. Rear Yard: 25 feet perimeter boundary; the buildings shall have a minimum of 20 feet between the buildings.
H. Buffering: Where this district borders an industrial (M) or commercial (C) zoned district, a three (3) foot high buffer shall be provided consisting of fifteen (15) feet in width designed with an earth berm and plantings.
I. Parking: A minimum of one and one-half (1.5) parking stalls/garages shall be provided for each housing unit.
J. Interior parking stalls to the building shall be a minimum of 9'X18'
K. Maximum Building Height: 50' which shall be defined as the vertical distance from the average finished grade at the building line to the average height of the highest gable of a pitched roof with a total height not to exceed 57'
L. Maximum Stories: 4
M. Maximum Number of Units Per Building: None

LANDSCAPING REQUIREMENTS

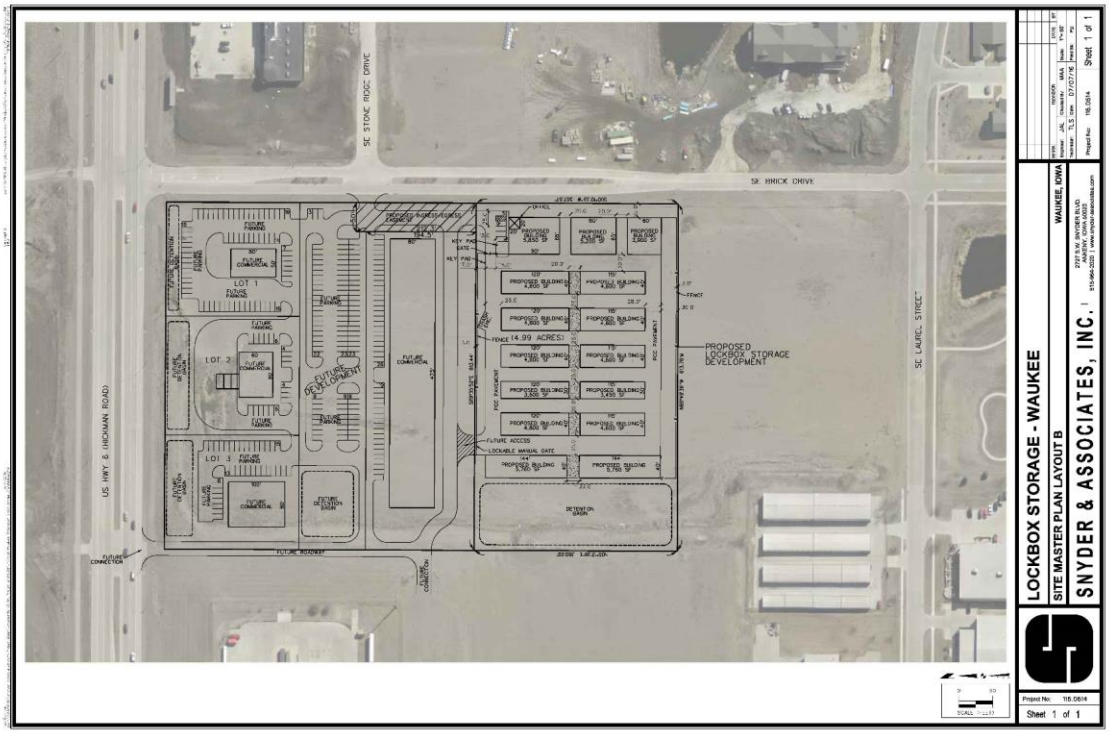
General landscaping requirements for Areas A through E shall be followed according to Waukee's standard city ordinance. The following are additional landscaping amenities that will be implemented throughout the development.

A. The boulevard median located on SE Brick Drive and SE Waco Place shall contain trees and landscaping spaced at a distance acceptable by the developer and city staff.
B. The single family lots in Area B shall provide a minimum of 2 trees per lot installed at the time of home construction.
C. A minimum of 1 tree for every 80 feet shall be installed along both sides of SE Waco Place with the exception of the boulevard section that is proposed. Landscaping for the boulevard section will be installed within the median.
D. Landscaping will be provided at the project identification sign locations.
E. A landscaping buffer will be provided on the western property line of the project where it borders an industrial or commercial zoned district. A 3-foot high buffer shall be provided consisting of 15-feet in width designed with plantings as shown on Exhibit I (preliminary landscaping plan). There shall be a minimum of 2 overstory trees every 100 feet.

TEMPORARY AND ADVERTISING SIGNAGE

One 8'x8' construction sign will be allowed at SE Brick Drive and Hickman Road and SE Waco Place and Hickman Road. Each of these signs may include a maximum of two flags. No other advertising flags shall be allowed within the development. Only one small real estate sign will be allowed per lot. Only a 4'x8' construction sign will be allowed per lot or project frontage and each must be separated by a minimum of 300-feet. Such signs must also be separated from the entry way (8'x8' signs) by a minimum of 300-feet. No semi trailer advertising shall be allowed on the site unless the semi trailer is used as a construction trailer.

EXHIBIT H5 | PRELIMINARY DEVELOPMENT LAYOUT



City of Waukee
Bill Presentation Recap
October 3, 2016

Total Unpaid Bills Presented for Approval :	$1,201,912.24
Total Checks Issued Prior to Council Approval:	
Regular Checks:	
A) Prior to Last Council Meeting	$2,196.90
B) After Last Council Meeting	$4,176,354.37
C) Payroll Taxes & Reimbursements	$88,532.80
D) Utility Refunds	$3,589.36
Payroll Checks Issued:	
E) 09/15/2016	$197,593.59

Grand Total: $5,670,179.26

Linda Burkhart
9-28-2016

FY 2017 Fund Recap:	**Expenditures**		**Revenues**	
	Budgeted	**Year To Date**	**Budgeted**	**Year To Date**
010 General Fund	$ 9,736,705	$ 2,060,536	$ 9,520,350	$ 937,318
060 Road Use Tax Fund	$ 2,145,066	$ 593,254	$ 1,822,167	$ 615,448
075 Waukee Foundation	$ -	$ 24	$ -	$ 34,700
085 Asset Forfeitures	$ -		$ -	$ 172.00
091 Hickman West Indust Park TIF	$ 421,355	$ -	$ 576,400	$ 2,290
092 Enterprise Business Park TIF Fund	$ 232,550	$ -	$ 600	$ 356
093 Waukee Urban Renewal Area TIF Fund	$ 2,988,360	$ 248	$ 2,780,500	$ 207,817
094 Gateway Urban Renewal	$ -	$ 5,431	$ -	$ -
095 Autumn Ridge Urban Renewal	$ -	$ 305	$ -	$ -
110 Debt Service Fund	$ 6,951,481	$ 1,741,879	$ 6,999,755	$ 185,480
111 Special Assessments Fund	$ 45,698	$ -	$ 42,200	$ 8,463
210 Employee Benefits Fund	$ 1,500,285	$ -	$ 1,504,285	$ 99,575
327 Capital Projects	$ 11,653,500	$ 1,194,862	$ 11,653,500	$ 574,364
330 City Wide SA Sidewalk Project	$ -	$ -	$ -	$ 1,695
510 Water Utility Fund	$ 3,910,801	$ 1,064,267	$ 3,671,507	$ 1,049,731
520 Sewer Utility Fund	$ 7,003,697	$ 1,584,987	$ 3,714,066	$ 1,047,681
521 University Ave Trunk Sewer Project	$ -	$ -	$ -	$ 1,794
522 Waste Water Treatment Pl	$ -	$ -	$ -	$ 39
523 E Area Pump Sta Treatment	$ -	$ -	$ -	$ 137
540 Gas Utility Fund	$ 5,590,810	$ 743,789	$ 5,491,100	$ 324,066
560 Storm Sewer Utility Fund	$ 1,148,970	$ 104,872	$ 891,150	$ 138,538
570 Utility Bill Fund	$ 264,790	$ 42,405	$ 264,750	$ 80,976
590 Solid Waste Collect & Rcycl Fund	$ 1,081,760	$ 301,621	$ 1,101,160	$ 192,668
750 Golf Course Fund	$ 507,595	$ 132,756	$ 592,300	$ 220,534
810 Equipment Revolving Fund	$ -	$ -	$ 30,000	$ 149
Total:	$ 55,183,423	$ 9,571,236	$ 50,655,790	$ 5,723,990

City of Waukee

FY2017 Department Report - General Fund
As of October 3, 2016

			Expended YTD		Budgeted	$ Remaining
General Fund:						
Police Department	Personnel Services	$	479,707			
	Supplies & Services	$	93,079			
	Capital Outlay	$	120,939			
	Other	$	8,781			
				$ 702,507	$ 2,661,080	$ 1,958,573
Warning Sirens	Personnel Services					
	Supplies & Services	$	(979)			
	Capital Outlay					
				$ (979)	$ 2,000	$ 2,979
Westcom Dispatch	Personnel Services					
	Supplies & Services	$	5,800			
	Capital Outlay					
				$ 5,800	$ 430,500	$ 424,700
Fire Department	Personnel Services	$	177,885			
	Supplies & Services	$	16,709			
	Capital Outlay					
				$ 194,594	$ 830,720	$ 636,126
EMS	Personnel Services	$	163,652			
	Supplies & Services	$	20,548			
	Capital Outlay					
				$ 184,199	$ 762,600	$ 578,401
Building Inspection	Personnel Services	$	65,297			
	Supplies & Services	$	7,705			
	Capital Outlay	$	3,360			
				$ 76,362	$ 398,830	$ 322,468
Animal Control	Personnel Services					
	Supplies & Services	$	963			
	Capital Outlay					
				$ 963	$ 1,000	$ 37
Library Services	Personnel Services	$	121,255			
	Supplies & Services	$	36,846			
	Capital Outlay					
				$ 158,101	$ 852,275	$ 694,174
Mosquito Control	Personnel Services	$	-			
	Supplies & Services	$	-			
	Capital Outlay	$	-			
				$ -	$ 6,500	$ 6,500
Parks	Personnel Services	$	61,022			
	Supplies & Services	$	42,919			
	Capital Outlay	$	65,220			
				$ 169,161	$ 480,297	$ 311,136
Recreation	Personnel Services	$	80,739			
	Supplies & Services	$	55,455			
	Capital Outlay					
				$ 136,193	$ 523,662	$ 387,469
Community Center	Personnel Services	$	752			
	Supplies & Services	$	5,185			
	Capital Outlay					
				$ 5,937	$ 24,320	$ 18,383
Public Works	Personnel Services	$	(43,167)			
	Supplies & Services	$	(7,997)			

	Capital Outlay	$ -			
			$ (51,165)	$ 73,644	$ 124,809
Public Works Building	Personnel Services	$ -			
	Supplies & Services	$ 28,396			
	Capital Outlay				
			$ 28,396	$ -	$ (28,396)
Public Works Mechanic	Personnel Services	$ 38,215			
	Supplies & Services	$ 31,852			
	Capital Outlay				
			$ 70,067	$ 171,750	$ 101,683
Median and Bldg Grounds	Personnel Services				
	Supplies & Services	$ 1,924			
	Capital Outlay				
			$ 1,924	$ 14,000	$ 12,076
Mayor & Council	Personnel Services	$ 8,453			
	Supplies & Services	$ 2,332			
	Capital Outlay				
			$ 10,786	$ 72,840	$ 62,054
Elections	Personnel Services	$ -			
	Supplies & Services	$ -			
	Capital Outlay				
			$ -	$ 8,000	$ 8,000
Communications	Personnel Services	$ 5,219			
	Supplies & Services	$ (3,110)			
	Capital Outlay				
			$ 2,109	$ 114,808	$ 112,699
Administration	Personnel Services	$ 18,189			
	Supplies & Services	$ 45,597			
	Capital Outlay	$ -			
			$ 63,786	$ 348,250	$ 284,464
City Hall	Personnel Services	$ -			
	Supplies & Services	$ 15,318			
	Capital Outlay				
			$ 15,318	$ 79,000	$ 63,682
Human Resources	Personnel Services	$ (1,154)			
	Supplies & Services	$ (2,570)			
	Capital Outlay	$ -			
			$ (3,724)	$ 80,138	$ 83,862
Financial Administration	Personnel Services	$ (4,508)			
	Supplies & Services	$ 6,883			
	Capital Outlay	$ -			
			$ 2,376	$ 198,922	$ 196,546
Community Development	Personnel Services	$ 47,869			
	Supplies & Services	$ 40,572			
	Capital Outlay	$ -			
			$ 88,441	$ 324,240	$ 235,799
City Attorney	Personnel Services	$ -			
	Supplies & Services	$ 34,765			
	Capital Outlay	$ -			
			$ 34,765	$ 100,000	$ 65,235
Development Services	Personnel Services	$ 68,791			
	Supplies & Services	$ (8,341)			
	Capital Outlay	$ -			
			$ 60,449	$ 524,535	$ 464,086
Engineering	Personnel Services	$ 74,068			
	Supplies & Services	$ 9,800			
	Capital Outlay	$ 12,924			
			$ 96,792	$ 625,139	$ 528,347

GIS	Personnel Services	$ (3,281)			
	Supplies & Services	$ (2,265)			
	Capital Outlay	$ 12,924			
			$ 7,377	$ 27,655	$ 20,278
Transfers to GO Debt Service					
			$ 2,060,536	$ 9,736,705	$ 7,676,169

Total General Fund:

Personnel Services	$ 1,359,004
Supplies & Services	$ 477,385
Capital Outlay	$ 215,366.19
Other	$ 8,781.41
	$ 2,060,536

Expense Approval Register

City of Waukee, IA

acket: APPKT00353 - OCT 3 '16 COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANKERS TRUST COMPANY	INV0001584	10/04/2016	OCTOBER '16 SINKING FUND	110-1080100	569,450.00
BANKERS TRUST COMPANY	INV0001584	10/04/2016	OCTOBER '16 SINKING FUND	510-1080100	27,050.00
BANKERS TRUST COMPANY	INV0001584	10/04/2016	OCTOBER '16 SINKING FUND	520-1080100	9,950.00
BANKERS TRUST COMPANY	INV0001584	10/04/2016	OCTOBER '16 SINKING FUND	540-1080100	35,050.00
DES MOINES WATER WORKS	INV0001586	10/04/2016	OCTOBER '16 WATER REV B	510-2321200	26,987.50
					668,487.50
Department: 1100 - POLICE OPERATIONS					
MID AMERICAN ENERGY	000010916	09/20/2016	SEPTEMBER '16 STATEMENT	010-10.1100.480000	1,072.12
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1100.100000	330.05
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1100.100100	485.32
GALL'S INC	006015576	09/07/2016	UNIFORM	010-10.1100.120000	1,059.48
GALL'S INC	006055898	09/14/2016	GLOVES/BELT	010-10.1100.120000	152.94
SIRCHIE FINGER PRINT LAB	0269608-IN	09/07/2016	PLASTIC PHOTOS	010-10.1100.590000	80.90
KIESLER'S POLICE SUPPLY, IN	0802496	09/06/2016	SLINGS	010-10.1100.540000	93.48
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-10.1100.100000	854.85
HEARTLAND TIRE & AUTO	118041	09/07/2016	ALIGNMENT	010-10.1100.410000	75.00
ULTRAMAX	160215	08/01/2016	AMMUNITION	010-10.1100.470000	1,635.00
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-10.1100.270110	1,061.06
CITY OF WAUKEE - AR	201609196714	08/31/2016	AUG '16 MECHANIC FEES-LA	010-10.1100.410050	45.00
CITY OF WAUKEE - AR	201609196714	08/31/2016	AUG '16 MECHANIC FEES-PA	010-10.1100.410050	62.06
WEBSTER ELECTRIC	32913	09/14/2016	RECEPTACLES	010-10.1100.410100	750.00
FASTSIGNS	42-84468	09/20/2016	ACRYLIC SIGN	010-10.1100.540000	543.33
NATIONWIDE OFFICE CLEAN	53161	08/05/2016	AUGUST '16 CLEANING-POLI	010-10.1100.400100	360.00
NATIONWIDE OFFICE CLEAN	53740	08/26/2016	WINDOW CLEANING- POLICE	010-10.1100.400100	10.00
NATIONWIDE OFFICE CLEAN	53894	08/29/2016	CAN LINERS/TOWELS/TISSUE	010-10.1100.590000	136.29
NATIONWIDE OFFICE CLEAN	54350	09/15/2016	SEPT '16 CLEANING-POLICE	010-10.1100.400100	554.24
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-10.1100.100000	1,784.25
OFFICE DEPOT	850899840001	08/31/2016	COFFEE	010-10.1100.590000	-29.78
OFFICE DEPOT	857868357001	08/22/2016	TRASH CAN	010-10.1100.540000	53.99
OFFICE DEPOT	859345072001	08/23/2016	COFFEE	010-10.1100.590000	38.97
OFFICE DEPOT	859345487001	08/23/2016	DVD+R, 8X, INKJET, 50PK	010-10.1100.580000	64.65
OFFICE DEPOT	859345488001	08/23/2016	3X42 WHITE MAIILING TUBE	010-10.1100.580000	77.99
OFFICE DEPOT	85934586001	08/25/2016	MEXICAN CHOCOLATE	010-10.1100.590000	41.97
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-10.1100.450000	823.53
HB LEISEROWITZ COMPANY	D00118	09/14/2016	SPEEDLIGHT FLASH	010-10.1100.540000	319.96
WAUKEE HARDWARE & VARI	INV0001605	08/31/2016	AUG '16 STATEMENT-POLICE	010-10.1100.400000	23.33
HY-VEE	INV0001606	09/12/2016	SEPT '16 FUEL - POLICE	010-10.1100.570000	2,782.21
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	010-10.1100.210000	96.48
CONSOLIDATED COMMUNIC	INV0001620	09/08/2016	SEPT '16 STATEMENT-POLICE	010-10.1100.450000	348.11
ACCESS SYSTEMS	INV461300	09/08/2016	HP DESKTOP PRODEK 400- A	010-10.1100.540000	1,085.08
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-10.1100.270100	465.20
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1100.110000	11.09
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1100.110000	2,055.51
				Department 1100 - POLICE OPERATIONS Total:	**19,403.66**
Department: 1400 - FIRE PROTECTION					
MID AMERICAN ENERGY	000010916	09/20/2016	SEPTEMBER '16 STATEMENT	010-10.1400.480000	710.59
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1400.100000	127.10
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1400.100100	92.23
GALL'S INC	006063248	09/15/2016	PANTS/SHIRT - THAYER	010-10.1400.120000	36.76
GALL'S INC	006070908	09/16/2016	PANTS/SHIRT - FROEHLICH	010-10.1400.120000	31.75
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-10.1400.100000	168.24
ELECTRONIC ENGINEERING C	120000844-1	09/19/2016	REPAIR ON 2015 PI_U	010-10.1400.410000	15.00
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-10.1400.270110	113.98
INTERSTATE INDUS INSTR IN	196816	09/01/2016	CALIBRATE BW GAS DETECT	010-10.1400.410000	65.73

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EAGLE ENGRAVING, INC.	2016-2420	09/06/2016	ID TAGS	010-10.1400.410100	19.35
ADEL AUTO PARTS	342981	08/26/2016	BELTS/SUPPLIES	010-10.1400.410000	93.95
ADEL AUTO PARTS	343056	08/27/2016	FAN BELT	010-10.1400.410000	81.60
ADEL AUTO PARTS	343973	09/13/2016	LAMP/MARKER LED	010-10.1400.410000	5.68
ADEL AUTO PARTS	343997	09/13/2016	RETURNED BELTS	010-10.1400.410000	-87.71
ADEL AUTO PARTS	344047	09/14/2016	MARKER LIGHTS	010-10.1400.410000	48.58
ADEL AUTO PARTS	344123	09/15/2016	MARKER LIGHTS	010-10.1400.410000	13.88
ADEL AUTO PARTS	344389	09/20/2016	FLEX TUBING/CLAMP	010-10.1400.410000	50.26
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-10.1400.100000	432.03
CLIVE POWER EQUIPMENT	588863	09/22/2016	CAP ASSY FUEL TANK	010-10.1400.410100	7.43
STRAUSS SAFE AND LOCK CO	971452-000	09/23/2016	EXIT DEVICE CONTROL/PUSH	010-10.1400.400000	254.60
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-10.1400.450000	172.64
CAPITAL SANITARY SUPPLY	C213285A	09/16/2016	SUPPLIES	010-10.1400.590000	10.00
CAPITAL SANITARY SUPPLY	C216853	09/07/2016	SUPPLIES	010-10.1400.590000	104.28
CAPITAL SANITARY SUPPLY	C217386	09/14/2016	SOAP/GLOVES	010-10.1400.590000	90.18
JOURNAL OF EMERGENCY M	INV0001607	08/24/2016	SUBSCRIPTION	010-10.1400.280000	16.00
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-10.1400.270100	175.02
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1400.110000	4,573.60
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1400.110000	2,519.53
				Department 1400 - FIRE PROTECTION Total:	**9,942.28**
Department: 1500 - EMS					
MID AMERICAN ENERGY	000010916	09/20/2016	SEPTEMBER '16 STATEMENT	010-10.1500.480000	710.59
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1500.100000	10.40
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1500.100100	39.29
GALL'S INC	006063248	09/15/2016	PANTS/SHIRT - THAYER	010-10.1500.120000	36.76
GALL'S INC	006070908	09/16/2016	PANTS/SHIRT - FROEHLICH	010-10.1500.120000	31.74
MERCY COLLEGE OF HEALTH	0923162-WFD	09/23/2016	EMT-B CLASS - TUEL FALL 20	010-10.1500.470000	900.00
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-10.1500.100000	168.23
ELECTRONIC ENGINEERING C	120000844-1	09/19/2016	REPAIR ON 2015 PI_U	010-10.1500.410000	15.00
INTERSTATE ALL BATTERY CE	1924601030011	09/22/2016	BATTERY	010-10.1500.410100	14.40
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-10.1500.100000	432.03
BOUND TREE MEDICAL	82263979	09/08/2016	MEDICAL SUPPLIES	010-10.1500.590050	525.32
BOUND TREE MEDICAL	82270149	09/14/2016	MEDICAL SUPPLIES	010-10.1500.590050	69.05
STRAUSS SAFE AND LOCK CO	971452-000	09/23/2016	EXIT DEVICE CONTROL/PUSH	010-10.1500.400000	254.60
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-10.1500.450000	172.64
CAPITAL SANITARY SUPPLY	C217386	09/14/2016	SOAP/GLOVES	010-10.1500.590000	90.18
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-10.1500.270100	144.93
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1500.110000	4,573.60
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1500.110000	429.23
				Department 1500 - EMS Total:	**8,617.99**
Department: 1600 - STREET LIGHTING					
MID AMERICAN ENERGY	160080916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1600.480000	645.31
MID AMERICAN ENERGY	200080916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1600.480000	761.67
MID AMERICAN ENERGY	300210916	09/21/2016	SEPTEMBER '16 STATEMENT	060-30.1600.480000	3.85
MID AMERICAN ENERGY	400350916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1600.480000	644.53
MID AMERICAN ENERGY	720060916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1600.480000	517.69
MID AMERICAN ENERGY	860480916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1600.480000	17.74
				Department 1600 - STREET LIGHTING Total:	**2,590.79**
Department: 1601 - TRAFFIC SIGNALS					
MID AMERICAN ENERGY	060280916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	21.51
MID AMERICAN ENERGY	160060916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	24.56
MID AMERICAN ENERGY	180800916	09/21/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	18.16
MID AMERICAN ENERGY	240090916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	16.45
MID AMERICAN ENERGY	350760916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	30.09
MID AMERICAN ENERGY	520110916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	10.00
MID AMERICAN ENERGY	530030916	09/20/2016	SEPTEMBER '16 STATMENT	060-30.1601.480000	22.39
MID AMERICAN ENERGY	570220916	09/09/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	29.64
MID AMERICAN ENERGY	641750916	09/20/2016	SEPTEMBER '16 STATEMENT	060-30.1601.480000	14.27

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MID AMERICAN ENERGY	740030916	09/20/2016	SEPTEMBER '16 STATMENT	060-30.1601.480000	39.42
				Department 1601 - TRAFFIC SIGNALS Total:	**226.49**
Department: 1900 - BUILDING INSPECTION					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1900.100000	42.00
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-10.1900.100100	95.09
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-10.1900.100000	109.13
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-10.1900.270110	111.87
CITY OF WAUKEE - AR	201609196704	08/31/2016	AUG '16 MECHANIC FEES-PA	010-10.1900.410050	21.07
CITY OF WAUKEE - AR	201609196704	08/31/2016	AUG '16 MECHANIC FEES-LA	010-10.1900.410050	22.50
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-10.1900.100000	268.95
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-10.1900.450000	224.25
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-10.1900.270100	66.98
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1900.110000	5.51
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-10.1900.110000	146.00
				Department 1900 - BUILDING INSPECTION Total:	**1,113.35**
Department: 2130 - ALICES ROAD PROJECT					
SNYDER & ASSOCIATES INC	116.0732.01-1	09/13/2016	HICKMAN & ALICES IMP FUN	327-90.2130.230040	6,788.80
KIRKHAM MICHAEL & ASSOC	85752	09/07/2016	ALICES RD INTRCH/IJR/FNL/	327-90.2130.230000	3,395.30
				Department 2130 - ALICES ROAD PROJECT Total:	**10,184.10**
Department: 2400 - ANIMAL CONTROL					
BRODERICK ANIMAL CLINIC	135751	09/13/2016	FELINE/CANINE BOARDING	010-10.2400.340000	463.00
				Department 2400 - ANIMAL CONTROL Total:	**463.00**
Department: 3100 - LIBRARY SERVICES					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.3100.100000	56.20
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.3100.100100	59.72
FAREWAY STORES, INC.	00282354	09/23/2016	DRAW WITH ME DADDY SNA	010-40.3100.460300	41.29
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-40.3100.100000	327.38
CENTER POINT PUBLISHING	1405257	09/01/2016	BOOKS	010-40.3100.640000	135.42
STATE LIBRARY OF IOWA	17-263019	09/19/2016	2017 SUMMER READING MA	010-40.3100.460400	40.85
WASH-ECLAIR	179965	09/19/2016	WASH WINDOWS	010-40.3100.400100	38.00
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-40.3100.270110	229.47
MERRITT COMPANY INC	48909	09/20/2016	SEPTEMBER '16 CLEANING	010-40.3100.400100	610.00
TRUGREEN	53108902	09/13/2016	LAWN SERVICE - LIBRARY	010-40.3100.400000	240.00
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-40.3100.100000	665.17
DEMCO INC.	5957460	09/13/2016	NAME BADGE/LABEL PROTE	010-40.3100.580000	145.31
THE LIBRARY CORPORATION	60841	09/07/2016	2016 TCLU CONFERENCE RE	010-40.3100.470000	299.00
QUILL CORPORATION	9210657	09/16/2016	22x17 DESK PAD DABNEY LE	010-40.3100.580000	11.99
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-40.3100.450000	52.11
DAR MAGAZINE - AMERICAN	INV0001624	08/17/2016	ANNUAL SUBSCRIPTION	010-40.3100.640000	18.00
WALL STREET JOURNAL	INV0001625	09/27/2016	ANNUAL SUBSCRIPTION - LIB	010-40.3100.280000	420.00
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-40.3100.270100	172.09
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-40.3100.110000	46.45
FORMAN FORD	R13145	08/31/2016	INSTALL NEW DODGING ME	010-40.3100.400000	245.00
BILL RHINER'S PLUMBING	RHIN-037808	09/18/2016	INSTALLED SLOAN OPTIMA S	010-40.3100.400000	703.28
				Department 3100 - LIBRARY SERVICES Total:	**4,556.73**
Department: 4100 - PARKS					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4100.100000	2.60
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4100.100000	0.52
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4100.100000	2.60
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4100.100100	1.81
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4100.100100	27.72
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4100.100100	10.80
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-40.4100.100000	45.47
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-40.4100.100000	9.09
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-40.4100.100000	18.19
MID AMERICAN ENERGY	140570916	09/20/2016	SEPTEMBER '16 STATEMENT	010-40.4100.480000	20.89
ABCREATIVE	16365	09/12/2016	SPINNERS	010-40.4100.410300	2,536.00
CITY OF WAUKEE - AR	201609156690	07/31/2016	SOUTH MIDDLE SCHOOL/KET	010-40.4100.881110	225.00
CITY OF WAUKEE - AR	201609196713	08/31/2016	AUG '16 MECHANIC FEES-PA	010-40.4100.410050	49.56

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF WAUKEE - AR	201609196713	08/31/2016	AUG '16 MECHANIC FEES-LA	010-40.4100.410050	45.00
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-LA	010-40.4100.410050	36.00
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-PA	010-40.4100.410050	51.21
CITY OF WAUKEE - AR	21609196712	08/31/2016	AUG '16 MECHANIC FEES-LA	010-40.4100.410050	270.00
CITY OF WAUKEE - AR	21609196712	08/31/2016	AUG '16 MECHANIC FEES-PA	010-40.4100.410050	260.57
A & W ELECTRIC INC	27053	09/13/2016	BALL FIELD LIGHT REPAIR	010-40.4100.410300	494.85
MID AMERICAN ENERGY	311090916	09/20/2016	SEPTEMBER '16 STATEMENT	010-40.4100.480000	20.53
MID AMERICAN ENERGY	480250916	09/20/2016	SEPTEMBER '16 STATEMENT	010-40.4100.480000	10.00
TRUGREEN	53190657	08/30/2016	TRIANGLE PARK WALNUT &	010-40.4100.590100	35.00
MENARDS	55432	09/09/2016	SIGNS/BITS	010-40.4100.410300	75.28
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-40.4100.100000	23.80
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-40.4100.100000	30.91
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-40.4100.100000	119.02
MID AMERICAN ENERGY	690070916	09/20/2016	SEPTEMBER '16 STATEMENT	010-40.4100.480000	18.34
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-40.4100.450000	98.87
FULLER PETROLEUM SERVIC	98266	09/16/2016	SEPT '16 FUEL	010-40.4100.570000	249.24
TERI EVERETT	INV0001598	09/22/2016	REFUND-PLANT SOME SHAD	010-40.4100.460101	60.00
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	010-40.4100.210000	24.31
LOU HANSEN	INV0001619	09/02/2016	REFUND ON SHELTER RESER	010-40.4100.4530000	35.00
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-40.4100.270100	121.29
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-40.4100.110000	304.23
				Department 4100 - PARKS Total:	**5,333.70**
Department: 4200 - RECREATION					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4200.100000	51.50
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-40.4200.100100	63.00
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-40.4200.100000	109.13
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-40.4200.270110	111.87
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-40.4200.100000	268.95
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-40.4200.450000	199.40
SWANK MOTION PICTURES, I	BO 1373759	09/13/2016	THE GOONIES	010-40.4200.460550	500.00
INBOUNDIOWA	INV0001600	09/07/2016	FALL FOLIAGE TRIP	010-40.4200.460550	4,211.00
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-40.4200.270100	106.28
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-40.4200.110000	129.30
				Department 4200 - RECREATION Total:	**5,750.43**
Department: 4300 - COMMUNITY CENTER					
RJ LAWN SERVICE INC	15603	09/19/2016	WEED CONTROL	010-40.4300.410300	50.00
NATIONWIDE OFFICE CLEAN	54349	09/15/2016	SEPT '16 COMMUNITY CENT	010-40.4300.400100	298.77
				Department 4300 - COMMUNITY CENTER Total:	**348.77**
Department: 5300 - STORM WATER					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	560-80.5300.100000	44.70
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	560-80.5300.100100	49.00
QUICK SUPPLY CO	0177767-IN	09/12/2016	ROUND TOP STAPLES	560-80.5300.410300	45.00
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	560-80.5300.100000	63.66
URBAN TURF FARMS LLC	1843	07/21/2016	DEPOSIT PER PALLET REFUN	560-80.5300.880000	-50.00
CITY OF WAUKEE - AR	201609196716	08/31/2016	AUG '16 MECHANIC FEES-ST	560-80.5300.410050	268.76
CITY OF WAUKEE - AR	201609196716	08/31/2016	AUG '16 MECHANIC FEES-ST	560-80.5300.410050	90.00
CITY OF WAUKEE - AR	201609196722	08/31/2016	AUG '16 MECHANIC FEES-ST	560-80.5300.410050	9.00
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	560-80.5300.100000	149.93
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	560-80.5300.450000	204.25
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	560-80.5300.270100	153.72
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	560-80.5300.110000	156.49
				Department 5300 - STORM WATER Total:	**1,184.51**
Department: 6000 - PUBLIC WORKS					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.6000.100000	181.00
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.6000.100100	106.60
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-20.6000.100000	181.88
IOWA ASSOCIATION OF MU	200002470	09/23/2016	WATR/WW CONF-ROYER	010-20.6000.470000	175.00
CITY OF WAUKEE - AR	201609196715	08/31/2016	AUG '16 MECHANIC FEES-LA	010-20.6000.410050	202.50
CITY OF WAUKEE - AR	201609196715	08/31/2016	AUG '16 MECHANIC FEES-PA	010-20.6000.410050	124.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHRISTIAN PRINTERS INC	33153	09/07/2016	BUSINESS CARDS- GIBSON	010-20.6000.580000	21.00
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-20.6000.100000	420.09
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-20.6000.450000	210.22
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-20.6000.270100	13.61
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-20.6000.110000	155.37
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-20.6000.110000	12.51
CITY OF WEST DES MOINES	PW-2017-00000048	09/09/2016	APWA MN BUS REIMBURSE	010-20.6000.470000	303.42
				Department 6000 - PUBLIC WORKS Total:	**2,107.95**
Department: 6010 - PUBLIC WORKS BUILDING					
HOTSY CLEANING SYSTEMS, I	0167992-IN	07/22/2016	NOZZLES/COIL TANK/COIL G	010-20.6010.590000	1,626.58
HOTSY CLEANING SYSTEMS, I	0168881-CM	09/20/2016	RETURNED COIL 900	010-20.6010.590000	-1,190.68
G & K SERVICES INC	1183591438	09/09/2016	MAT SERVICES- PW	010-20.6010.400000	133.87
G & K SERVICES INC	1183598001	09/23/2016	MAT SERVICES-PW	010-20.6010.400000	133.87
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-20.6010.270110	564.74
MID AMERICAN ENERGY	240000916	09/20/2016	SEPTEMBER '16 STATEMENT	010-20.6010.480000	1,896.42
FIRST CHOICE COFFEE SERVI	270033	09/22/2016	PW COFFEE	010-20.6010.590000	60.42
MMIT BUSINESS SOLUTIONS	282527	09/12/2016	TONER CARTRIDGE	010-20.6010.580000	123.00
MMIT BUSINESS SOLUTIONS	283442	09/19/2016	BASE RATE CHARGE-KIP 300	010-20.6010.580000	278.30
CHRISTIAN PRINTERS INC	33168	09/08/2016	CITY OF WAUKEE ENVELOPE	010-20.6010.580000	129.00
HY-VEE	4303424228	09/07/2016	WATER FOR CONFERENCE R	010-20.6010.580000	35.91
CINTAS CORPORATION	5005966787	09/14/2016	FIRST AID KIT SUPPLIES PW	010-20.6010.590000	334.30
NATIONWIDE OFFICE CLEAN	54196	09/15/2016	SEPTEMBER '16 CLEANING- P	010-20.6010.400100	1,247.04
OFFICE DEPOT	863173720001	09/09/2016	CALENDARS/PENS	010-20.6010.580000	437.08
FASTENAL COMPANY	IAGRM82855	09/06/2016	INVERTED STRIPE WAND	010-20.6010.590000	47.61
FASTENAL COMPANY	IAGRM82963	09/12/2016	SUPPLIES	010-20.6010.590000	4.31
CONSOLIDATED COMMUNIC	INV0001617	09/01/2016	SEPT '16 STATEMENT - PW	010-20.6010.450000	177.70
AT&T MOBILITY	X09082016	08/31/2016	AUGUST '16 STATEMENT	010-20.6010.450000	58.13
				Department 6010 - PUBLIC WORKS BUILDING Total:	**6,097.60**
Department: 6150 - PUBLIC WORKS MECHANIC					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.6150.100000	5.20
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.6150.100100	72.81
SPRAYER SPECIALTIES INC	0976024-IN	09/14/2016	VINYL TUBING	010-20.6150.590000	2.58
GRAHAM TIRE OF DES MOIN	1100083548	09/14/2016	TIRES	010-20.6150.570130	627.56
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-20.6150.100000	63.66
ROCKMOUNT RESEARCH & A	1219984	08/29/2016	GLOVES/CO WHEEL	010-20.6150.590000	190.91
ROCKMOUNT RESEARCH & A	1220256	09/09/2016	LEATHER BIB APRON	010-20.6150.590000	158.06
HAWKEYE TRUCK EQUIPMEN	122903	09/19/2016	TIMER SOLENOID	010-20.6150.570130	291.00
INTERSTATE ALL BATTERY CE	1924602020944	09/19/2016	BATTERIES	010-20.6150.570130	826.70
INTERSTATE ALL BATTERY CE	1924603017422	09/22/2016	BATTERIES	010-20.6150.570130	383.10
ARNOLD MOTOR SUPPLY	21-698770	09/15/2016	ROSIN CORE/PASTE/GREASE	010-20.6150.590000	45.85
G & L CLOTHING	2-173618	09/14/2016	JEANS-PETERSON	010-20.6150.120000	134.90
CHEMSEARCH	2424785	08/19/2016	SUPPLIES	010-20.6150.570120	311.86
ADEL AUTO PARTS	343244	08/30/2016	FUEL LINE	010-20.6150.570130	32.49
ADEL AUTO PARTS	343442	09/02/2016	WIPER BLADES	010-20.6150.570130	37.70
ADEL AUTO PARTS	343792	09/09/2016	ALTERNATOR	010-20.6150.570130	134.89
ADEL AUTO PARTS	343834	09/10/2016	CLUTCH/BELT	010-20.6150.570130	202.19
ADEL AUTO PARTS	343898	09/12/2016	WARRANTY CREDIT	010-20.6150.570130	-120.84
ADEL AUTO PARTS	343970	09/13/2016	40/60 ROS/CRE	010-20.6150.590000	15.99
ADEL AUTO PARTS	343990	09/13/2016	FILTER/STEERING FLUID	010-20.6150.570110	30.20
ADEL AUTO PARTS	343990	09/13/2016	FILTER/STEERING FLUID	010-20.6150.590000	6.58
ADEL AUTO PARTS	343992	09/13/2016	FILTERS	010-20.6150.570110	15.56
ADEL AUTO PARTS	343995	09/13/2016	FILTERS	010-20.6150.570110	15.56
ADEL AUTO PARTS	344056	09/14/2016	FILTERS	010-20.6150.570110	14.96
ADEL AUTO PARTS	344072	09/14/2016	LAMP	010-20.6150.570130	29.76
ADEL AUTO PARTS	344133	09/15/2016	FILTERS	010-20.6150.570110	33.00
ADEL AUTO PARTS	344136	09/15/2016	FILTERS	010-20.6150.570110	37.41
ADEL AUTO PARTS	344206	09/16/2016	SHOCK BUSHING CARD	010-20.6150.570130	8.42
ADEL AUTO PARTS	344222	09/16/2016	SOCKET SET	010-20.6150.540000	47.82
ADEL AUTO PARTS	344240	09/16/2016	PARTS	010-20.6150.590000	11.33
ADEL AUTO PARTS	344246	09/16/2016	VISTA - BEAM	010-20.6150.570130	150.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VAN-WALL EQUIPMENT INC	393679	09/02/2016	ARM/BRACKET	010-20.6150.570130	1,082.26
VAN-WALL EQUIPMENT INC	393846	09/02/2016	SPRING/BRACKET/BUSHING	010-20.6150.570130	255.39
VAN-WALL EQUIPMENT INC	405810	09/19/2016	CABLE	010-20.6150.570130	50.46
MATHESON TRI-GAS INC	51048220	08/31/2016	CYLINDERS	010-20.6150.590000	97.65
MIDWEST WHEEL COMPANI	546192-00	09/22/2016	FORWARD LIGHTING BLACK	010-20.6150.570130	466.60
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-20.6150.100000	149.93
CLIVE POWER EQUIPMENT	588743	09/21/2016	MOTOMIX	010-20.6150.570130	51.24
CAPITAL CITY EQUIPMENT C	68589D	09/21/2016	FITTINGS	010-20.6150.570130	24.65
PRAXAIR DISTRIBUTION #44	74238397	08/31/2016	INDUSTRIAL ACETYLENE	010-20.6150.590000	66.26
STIVERS FORD	842164	09/13/2016	PARTS	010-20.6150.570130	29.92
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-20.6150.450000	69.72
C2G CORPORATION	CG3733	09/07/2016	CLEANERS	010-20.6150.590000	173.86
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-20.6150.110000	163.92
O'HALLORAN INTERNATION	X100243116:01	09/12/2016	PARTS	010-20.6150.570130	24.24
O'HALLORAN INTERNATION	X100243390:01	09/14/2016	AIR PANEL	010-20.6150.570110	63.36
O'HALLORAN INTERNATION	X100243984:01	09/21/2016	FILTERS/FUEL CART	010-20.6150.570110	632.52
			Department 6150 - PUBLIC WORKS MECHANIC Total:		**7,219.99**
Department: 6510 - WATER UTILITY					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100000	3.90
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100000	1.30
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100000	20.05
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100000	2.60
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100100	48.73
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100100	26.03
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100100	3.86
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	510-30.6510.100100	60.23
MUNICIPAL SUPPLY, INC.	0634212-IN	08/31/2016	ANNUAL FEE SAAS LOGIC- W	510-30.6510.270000	16,500.00
MUNICIPAL SUPPLY, INC.	0634301-IN	09/08/2016	METERS/METER PARTS	510-30.6510.592000	7,330.55
MUNICIPAL SUPPLY, INC.	0634735-IN	09/12/2016	REPAIR CLAMP/SWIVEL FML	510-30.6510.592000	460.15
MID AMERICAN ENERGY	110090916	09/16/2016	SEPTEMBER '16 STATEMENT	510-30.6510.480000	19.39
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	510-30.6510.100000	23.87
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	510-30.6510.100000	54.57
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	510-30.6510.100000	22.74
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	510-30.6510.100000	45.47
CITY OF WAUKEE - AR	201609196708	08/31/2016	AUG '16 MECHANIC FEES-PA	510-30.6510.410050	6.69
CITY OF WAUKEE - AR	201609196708	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	33.75
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	871.87
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-PA	510-30.6510.410050	887.89
CITY OF WAUKEE - AR	201609196710	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	15.00
CITY OF WAUKEE - AR	201609196711	08/31/2016	AUG '16 MECHANIC FEES-PA	510-30.6510.410050	8.31
CITY OF WAUKEE - AR	201609196711	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	8.44
CITY OF WAUKEE - AR	201609196718	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	202.50
CITY OF WAUKEE - AR	201609196718	08/31/2016	AUG '16 MECHANIC FEES-PA	510-30.6510.410050	92.98
CITY OF WAUKEE - AR	201609196719	08/31/2016	AUG '16 MECHANIC FEES-PA	510-30.6510.410050	120.03
CITY OF WAUKEE - AR	201609196719	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	112.50
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-PA	510-30.6510.410050	51.22
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	36.00
CITY OF WAUKEE - AR	201609196722	08/31/2016	AUG '16 MECHANIC FEES-LA	510-30.6510.410050	9.00
SANDSTONE MANAGEMENT	21479	09/21/2016	12" WATER MAIN	510-30.6510.880100	62,467.10
HY-VEE	4303082107	09/02/2016	SAFETY DAY LUNCH	510-30.6510.470000	186.38
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	510-30.6510.100000	106.48
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	510-30.6510.100000	119.02
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	510-30.6510.100000	59.51
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	510-30.6510.100000	56.22
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	510-30.6510.450000	319.84
FULLER PETROLEUM SERVIC	98266	09/16/2016	SEPT '16 FUEL	510-30.6510.570000	249.24
FASTENAL COMPANY	IAGRM83011	09/13/2016	BOND SEAL	510-30.6510.590000	0.25
WEST DES MOINES WATER	INV0001585	10/04/2016	OCTOBER 2016 WATER TOW	510-30.6510.390300	364.50
DES MOINES WATER WORKS	INV0001586	10/04/2016	OCTOBER '16 WATER REV B	510-30.6510.3610000	-122.54
DES MOINES WATER WORKS	INV0001586	10/04/2016	OCTOBER '16 WATER REV B	510-30.6510.921250	809.63

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
APWA IOWA CHAPTER	INV0001601	09/22/2016	SPOT TRAINING/ROADEO-AL	510-30.6510.470000	122.50
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	510-30.6510.210000	8.84
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	510-30.6510.270100	821.79
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	510-30.6510.110000	468.50
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	510-30.6510.110000	129.30
			Department 6510 - WATER UTILITY Total:		**93,246.18**
Department: 6520 - SANITARY SEWERS & TREATMENT					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100000	1.30
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100000	1.30
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100000	3.90
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100000	5.20
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100100	3.97
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100100	12.36
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100100	71.62
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	520-30.6520.100100	3.86
ELECTRIC PUMP & TOOL INC	0870495-IN	09/14/2016	MEMBRANES	520-30.6520.411100	577.89
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	520-30.6520.100000	54.57
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	520-30.6520.100000	15.92
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	520-30.6520.100000	90.94
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	520-30.6520.100000	22.73
JETCO, INC.	13005	09/09/2016	REPAIR ON FLOWMETER	520-30.6520.411100	2,079.40
NELSEN APPRAISAL ASSOCIA	201606-17A	08/30/2016	REAL ESTATE EVALUATIONS/	520-30.6520.883091	1,360.00
NELSEN APPRAISAL ASSOCIA	201606-17A	08/30/2016	REAL ESTATE EVALUATIONS/	520-30.6520.883092	5,440.00
CITY OF WAUKEE - AR	201609156700	07/31/2016	BLUESTEM LIFT STATION	520-30.6520.883070	3,843.75
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-PA	520-30.6520.410050	887.88
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-LA	520-30.6520.410050	871.87
CITY OF WAUKEE - AR	201609196711	08/31/2016	AUG '16 MECHANIC FEES-PA	520-30.6520.410050	5.53
CITY OF WAUKEE - AR	201609196711	08/31/2016	AUG '16 MECHANIC FEES-LA	520-30.6520.410050	5.62
CITY OF WAUKEE - AR	201609196719	08/31/2016	AUG '16 MECHANIC FEES-LA	520-30.6520.410050	112.50
CITY OF WAUKEE - AR	201609196719	08/31/2016	AUG '16 MECHANIC FEES-PA	520-30.6520.410050	120.03
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-PA	520-30.6520.410050	51.22
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-LA	520-30.6520.410050	36.00
CITY OF WAUKEE - AR	201609196721	08/31/2016	AUG '16 MECHANIC FEES-LA	520-30.6520.410050	2,565.00
CITY OF WAUKEE - AR	201609196721	08/31/2016	AUG '16 MECHANIC FEES-PA	520-30.6520.410050	2,221.10
CITY OF WAUKEE - AR	201609196722	08/31/2016	AUG '16 MECHANIC FEES-LA	520-30.6520.410050	9.00
WASTEWATER RECLAMATIO	23434	10/01/2016	OCTOBER 2016 FEES	520-30.6520.882700	108,076.50
MID AMERICAN ENERGY	320010916	09/20/2016	SEPTEMBER '16 STATEMENT	520-30.6520.480000	79.53
MID-IOWA SOLID WASTE EQ	42238	08/23/2016	CABLE ASSY	520-30.6520.410100	6,004.58
MID-IOWA SOLID WASTE EQ	42279	08/29/2016	REPAIRS	520-30.6520.410100	424.32
ELECTRICAL ENGINEERING E	4810509-00	09/02/2016	TAPE/CONNECTOR	520-30.6520.590000	28.55
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	520-30.6520.100000	59.51
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	520-30.6520.100000	37.48
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	520-30.6520.100000	126.06
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	520-30.6520.100000	106.48
MID AMERICAN ENERGY	640850916	09/20/2016	SEPTEMBER '16 STATEMENT	520-30.6520.480000	39.40
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	520-30.6520.450000	235.28
FULLER PETROLEUM SERVIC	98265	09/16/2016	SEPT '16 FUEL	520-30.6520.570000	1,502.64
FULLER PETROLEUM SERVIC	98266	09/16/2016	SEPT '16 FUEL	520-30.6520.570000	249.24
FASTENAL COMPANY	IAGRM83041	09/14/2016	COMBO WRENCH	520-30.6520.540000	20.09
APWA IOWA CHAPTER	INV0001601	09/22/2016	SPOT TRAINING/ROADEO-AL	520-30.6520.470000	122.50
CENTURYLINK	INV0001609	09/10/2016	SEPT '15 STATEMENT-LIFT ST	520-30.6520.450000	48.17
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	520-30.6520.883060	97.68
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	520-30.6520.883080	101.66
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	520-30.6520.270100	675.79
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	520-30.6520.110000	169.87
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	520-30.6520.110000	129.30
TRANS IOWA EQUIPMENT T	P00544	09/22/2016	1" BULLDOG ENZ	520-30.6520.540000	4,880.00
			Department 6520 - SANITARY SEWERS & TREATMENT Total:		**143,689.09**
Department: 6540 - GAS UTILITY					
RED WING SHOE STORE	000000001-720	09/06/2016	FOOTWEAR- KELLER	540-30.6540.120000	203.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	540-30.6540.100000	92.30
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	540-30.6540.100000	1.30
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	540-30.6540.100000	1.95
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	540-30.6540.100100	5.95
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	540-30.6540.100100	69.50
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	540-30.6540.100100	3.86
TT TECHNOLOGIES, INC	0182426	08/30/2016	MOLE REPAIR	540-30.6540.410100	1,854.40
MUNICIPAL SUPPLY, INC.	0634212-IN	08/31/2016	ANNUAL FEE SAAS LOGIC- W	540-30.6540.270000	2,200.00
MID AMERICAN ENERGY	110090916	09/16/2016	SEPTEMBER '16 STATEMENT	540-30.6540.480000	19.40
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	540-30.6540.100000	22.73
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	540-30.6540.100000	181.88
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	540-30.6540.100000	23.87
UNITYPOINT CLINIC-OCCUPA	197484	09/02/2016	RANDOM DRUG TESTS	540-30.6540.220300	185.00
CITY OF WAUKEE - AR	201609196707	08/31/2016	AUG '16 MECHANIC FEES-PA	540-30.6540.410050	108.86
CITY OF WAUKEE - AR	201609196707	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	202.50
CITY OF WAUKEE - AR	201609196708	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	33.75
CITY OF WAUKEE - AR	201609196708	08/31/2016	AUG '16 MECHANIC FEES-PA	540-30.6540.410050	6.69
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-PA	540-30.6540.410050	887.89
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	871.88
CITY OF WAUKEE - AR	201609196710	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	15.00
CITY OF WAUKEE - AR	201609196711	08/31/2016	AUG '16 MECHANIC FEES-PA	540-30.6540.410050	8.31
CITY OF WAUKEE - AR	201609196711	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	8.44
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	36.00
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-PA	540-30.6540.410050	51.21
CITY OF WAUKEE - AR	201609196722	08/31/2016	AUG '16 MECHANIC FEES-LA	540-30.6540.410050	9.00
CHEMSEARCH	2424785	08/19/2016	SUPPLIES	540-30.6540.590000	164.87
INFRASOURCE CONSTRUCTI	3012047	07/30/2016	WILLIAM PLATT 16	540-30.6540.880100	4,144.29
INFRASOURCE CONSTRUCTI	3012048	07/30/2016	KETTLESTON RG 2	540-30.6540.880100	7,495.56
ENERGY ECONOMICS	40437	08/31/2016	METER TESTING	540-30.6540.410400	12,055.00
ENERGY ECONOMICS	40465	09/13/2016	CAP SCHOOL REPLACEMENT	540-30.6540.592000	2,321.79
IOWA UTILITIES BOARD	43182	08/08/2016	FY17 IA ENERGY CTR ASSMT	540-30.6540.280000	4,666.00
ADVANCE ENGINEERING CO	46940	09/16/2016	EPOXY	540-30.6540.590200	707.85
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	540-30.6540.100000	59.52
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	540-30.6540.100000	476.08
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	540-30.6540.100000	56.22
GRAINGER PARTS	803112879	09/12/2016	PRESSURE GAUGE	540-30.6540.590000	155.08
BORDER STATES ELECTRIC S	911811784	09/07/2016	ANODE 1# DRIVEABLE 3FT L	540-30.6540.410400	435.71
CLAYTON ENERGY CORPORA	9339	09/14/2016	AUGUST 2016 COMMODITY	540-30.6540.650000	71,690.71
INDUSTRIAL SALES COMPAN	962470-000	09/12/2016	HIGHLINE VB/RING/LID GAS	540-30.6540.592000	1,131.38
INDUSTRIAL SALES COMPAN	962815-000	09/15/2016	BALL VALVE	540-30.6540.592000	500.12
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	540-30.6540.450000	261.50
FULLER PETROLEUM SERVIC	98266	09/16/2016	SEPT '16 FUEL	540-30.6540.570000	249.24
FASTENAL COMPANY	IAGRM82822	09/02/2016	3M SUPER 88	540-30.6540.590000	146.85
UTILITY SAFETY AND DESIGN	IN20163125	08/31/2016	METER & SERVICE DESIGN	540-30.6540.230000	2,597.70
WEST DES MOINES WATER	INV0001585	10/04/2016	OCTOBER 2016 WATER TOW	540-30.6540.390300	364.50
CARL HINES	INV0001602	09/22/2016	FURNACE REBATE	540-30.6540.685400	75.00
JEFF & LYNN HARDER	INV0001603	09/22/2016	FURNACE REBATE	540-30.6540.685400	75.00
JOHN OR KELLY GRISSOM	INV0001604	09/19/2016	FURNACE/THERMOSTAT REB	540-30.6540.685400	180.00
BLACK HILLS ENERGY	INV0001613	09/14/2016	SEPTEMBER '16 STATEMENT	540-30.6540.650000	2,891.25
RYAN STEFFEN	INV0001614	09/27/2016	THERMOSTAT REBATE	540-30.6540.685400	75.00
RYAN STEFFEN	INV0001614	09/27/2016	FURNACE REBATE	540-30.6540.685400	30.00
LYNDSAY GOLD	INV0001615	09/27/2016	WATER HEATER REBATE	540-30.6540.685400	50.00
LYNDSAY GOLD	INV0001615	09/27/2016	FURNACE REBATE	540-30.6540.685400	75.00
ANGIE & MONTY DEUSER	INV0001616	09/27/2016	FURNACE REBATE	540-30.6540.685400	150.00
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	540-30.6540.270100	1,052.83
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	540-30.6540.110000	129.30
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	540-30.6540.110000	525.05
				Department 6540 - GAS UTILITY Total:	**122,094.06**

Department: 6550 - UTILITY BILLING

MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	570-30.6550.100000	74.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	570-30.6550.100100	15.78
TYLER TECHNOLOGIES INC	025-168439	10/01/2016	ONLINE UTILITY BILLING OCT	570-30.6550.450200	175.00
PITNEY BOWES	1001790837	09/10/2016	LETTER OPENER MAINT APR	570-30.6550.410100	126.00
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	570-30.6550.100000	63.66
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	570-30.6550.270110	111.87
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	570-30.6550.100000	149.93
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	570-30.6550.270100	59.62
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	570-30.6550.110000	11.58
LANDS END BUSINESS OUTFI	SIN4151287	09/07/2016	TONJA/KATHY	570-30.6550.120000	100.00
				Department 6550 - UTILITY BILLING Total:	**888.14**
Department: 7100 - STREETS					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	060-30.7100.100000	7.30
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	060-30.7100.100000	53.40
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	060-30.7100.100000	0.26
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	060-30.7100.100100	146.32
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	060-30.7100.100100	0.90
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	060-30.7100.100100	17.34
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	060-30.7100.100000	127.32
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	060-30.7100.100000	22.74
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	060-30.7100.100000	4.55
URBAN TURF FARMS LLC	1856	08/22/2016	SOD/PALLET DEPOSIT	060-30.7100.590400	700.00
MARTIN MARIETTA AGGREG	18564853	08/31/2016	ROAD STONE	060-30.7100.590300	2,017.58
CITY OF WAUKEE - AR	201609156682	07/31/2016	SIDEWALK INSPECTIONS	060-30.7100.410500	468.75
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-PA	060-30.7100.410050	887.88
CITY OF WAUKEE - AR	201609196709	08/31/2016	AUG '16 MECHANIC FEES-LA	060-30.7100.410050	871.88
CITY OF WAUKEE - AR	201609196710	08/31/2016	AUG '16 MECHANIC FEES-LA	060-30.7100.410050	15.00
CITY OF WAUKEE - AR	201609196713	08/31/2016	AUG '16 MECHANIC FEES-LA	060-30.7100.410050	45.00
CITY OF WAUKEE - AR	201609196713	08/31/2016	AUG '16 MECHANIC FEES-PA	060-30.7100.410050	49.56
CITY OF WAUKEE - AR	201609196717	08/31/2016	AUG '16 MECHANIC FEES-PA	060-30.7100.410050	966.68
CITY OF WAUKEE - AR	201609196717	08/31/2016	AUG '16 MECHANIC FEES-LA	060-30.7100.410050	958.50
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-PA	060-30.7100.410050	51.21
CITY OF WAUKEE - AR	201609196720	08/31/2016	AUG '16 MECHANIC FEES-LA	060-30.7100.410050	36.00
CITY OF WAUKEE - AR	201609196722	08/31/2016	AUG '16 MECHANIC FEES-RO	060-30.7100.410050	9.00
G & L CLOTHING	2-173453	09/03/2016	JACKET/BIBS-WHITE	060-30.7100.120000	205.87
CHEMSEARCH	2424785	08/19/2016	SUPPLIES	060-30.7100.590000	224.87
CENTRAL SALT LLC	246814	08/30/2016	SALT	060-30.7100.591200	27,321.99
DALE EDWARDS TRUCKING I	2873	09/10/2016	HAULING STONE	060-30.7100.590300	3,007.70
SHIVE HATTERY INC.	4164180-1	09/20/2016	MINI ROUNDABOUT	060-30.7100.230000	3,251.60
HY-VEE	4302092724	08/17/2016	SAFETY TRAINING MEETING	060-30.7100.470000	56.41
HY-VEE	4303530758	09/09/2016	SAFETY MEETING SUPPLIES	060-30.7100.470000	40.25
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	060-30.7100.100000	299.86
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	060-30.7100.100000	11.90
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	060-30.7100.100000	59.51
LIBERTY READY MIX	77195	09/08/2016	CONCRETE	060-30.7100.590400	885.50
LIBERTY READY MIX	77349	09/12/2016	CONCRETE	060-30.7100.590400	695.75
LIBERTY READY MIX	77483	09/14/2016	CONCRETE	060-30.7100.590400	555.00
LIBERTY READY MIX	77484	09/14/2016	CONCRETE	060-30.7100.590400	1,265.00
LIBERTY READY MIX	77557	09/15/2016	CONCRETE	060-30.7100.590400	853.88
LIBERTY READY MIX	77630	09/16/2016	WASH OUT BAG	060-30.7100.590400	35.00
IOWA CONCRETE LEVELING	9588	09/02/2016	LEVELING WORK	060-30.7100.590400	8,800.00
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	060-30.7100.450000	233.38
FULLER PETROLEUM SERVIC	98266	09/16/2016	SEPT '16 FUEL	060-30.7100.570000	249.24
FASTENAL COMPANY	IAGRM83059	09/15/2016	SUPPLIES	060-30.7100.590000	2.36
BARCO MUNICIPAL PRODUC	IN-221771	09/12/2016	LED SOLAR HAZARD LIGHT	060-30.7100.540000	733.08
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	060-30.7100.210000	37.13
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	060-30.7100.270100	356.66
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	060-30.7100.110000	129.30
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	060-30.7100.110000	1,308.25
LOGAN CONTRACTORS SUPP	L46493	09/19/2016	FLANGE/BOLTS	060-30.7100.590000	79.08
LOGAN CONTRACTORS SUPP	L46494	09/19/2016	DOWEL EC/STR EC	060-30.7100.590000	1,307.17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOGAN CONTRACTORS SUPP	L47823	09/22/2016	WHIRLIBIT	060-30.7100.590400	92.00
				Department 7100 - STREETS Total:	**59,554.91**
Department: 7730 - SE WESTOWN PKWY CONSTRUCTION					
TEAM SERVICES INC	1787362-0	09/14/2016	CONSTRUCTION TESTING SE	327-90.7730.230000	613.41
CITY OF WAUKEE - AR	201609156703	07/31/2016	WESTOWN PKWY/R22 INTER	327-90.7730.235100	1,387.50
				Department 7730 - SE WESTOWN PKWY CONSTRUCTION Total:	**2,000.91**
Department: 7740 - DOUGLAS PARKWAY					
CITY OF WAUKEE - AR	201609156685	07/31/2016	NE DOUGLAS PKWY WEEKLY	327-90.7740.230000	225.00
CITY OF WAUKEE - AR	201609156701	07/31/2016	ALICES RD TURN LANES	327-90.7740.230000	75.00
				Department 7740 - DOUGLAS PARKWAY Total:	**300.00**
Department: 8100 - MAYOR & COUNCIL					
HY-VEE	4301991639	08/15/2016	LEMONADE BLANCHARD RE	010-60.8100.580000	1.99
OFFICE DEPOT	862994603001	09/08/2016	FRAME	010-60.8100.580000	118.74
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-60.8100.110000	3.38
				Department 8100 - MAYOR & COUNCIL Total:	**124.11**
Department: 8200 - COMMUNICATIONS					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8200.100000	7.80
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8200.100100	33.60
CLICK! PHOTOGRAPHY	091616-1	09/16/2016	PHOTOS DURING HBI EVENT	010-60.8200.350110	175.00
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-60.8200.100000	45.47
LIVING MAGAZINES	357182	08/01/2016	AUGUST '16 WAUKEE LIVING	010-60.8200.461200	730.00
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-60.8200.100000	119.02
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-60.8200.110000	9.42
LANDS END BUSINESS OUTFI	SIN4151287	09/07/2016	SUMMER EVANS	010-60.8200.120000	38.97
				Department 8200 - COMMUNICATIONS Total:	**1,159.28**
Department: 8300 - ADMINISTRATION					
UNITED PARCEL SERVICE	0000AW7647376	09/10/2016	SHIPPING CHARGES	010-60.8300.360000	33.25
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8300.100000	54.80
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8300.100100	28.66
PITNEY BOWES	1001714937	08/29/2016	E-Z SEAL	010-60.8300.580000	50.14
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-60.8300.100000	90.94
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-60.8300.270110	111.87
MID AMERICAN ENERGY	490530916	09/20/2016	SEPTEMBER '16 STATEMENT	010-60.8300.390400	9.30
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-60.8300.100000	182.05
OFFICE DEPOT	863856514001	09/13/2016	PAPER	010-60.8300.580000	62.65
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-60.8300.450000	52.11
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	010-60.8300.210000	1,443.07
DES MOINES REGISTER	INV0001618	09/24/2016	SUBSCRIPTION CITY HALL	010-60.8300.280000	25.00
MEDIACOM	INV0001622	09/05/2016	SEPTEMBER '16 STATEMENT	010-60.8300.270000	4.43
CONSOLIDATED COMMUNIC	INV0001623	09/01/2016	SEPT '16 STATEMENT	010-60.8300.450000	720.13
ACCESS SYSTEMS	INV461928	09/09/2016	SERVER BACKUP LICENSE RE	010-60.8300.270000	244.32
ACCESS SYSTEMS	INV464238	09/16/2016	REPLACE SERVER/EXTRA BAT	010-60.8300.540000	3,133.49
ACCESS SYSTEMS	INV464243	09/16/2016	APC 3000 PUB. SAFETY BLDG	010-60.8300.540000	4,742.78
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-60.8300.270100	2,411.10
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-60.8300.110000	29.10
LANDS END BUSINESS OUTFI	SIN4151287	09/07/2016	BECKY SCHUETT	010-60.8300.120000	75.00
				Department 8300 - ADMINISTRATION Total:	**13,504.19**
Department: 8310 - CITY HALL					
MID AMERICAN ENERGY	030890916	09/20/2016	SEPTEMBER '16 STATEMENT	010-60.8310.390600	237.05
THE WALDINGER CORP	110800-18	09/21/2016	HVAC MAINTENANCE-CITY H	010-60.8310.400000	630.50
G & K SERVICES INC	1183597998	09/23/2016	MAT SERVICES-CITY HALL	010-60.8310.400000	36.00
RJ LAWN SERVICE INC	15437	09/09/2016	WEED SERVICE	010-60.8310.390600	60.00
RJ LAWN SERVICE INC	15602	09/19/2016	BROADLEAF WEED CONTROL	010-60.8310.390600	110.08
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-60.8310.270110	229.22
HY-VEE	4301991639	08/15/2016	WATER	010-60.8310.590000	5.00
NATIONWIDE OFFICE CLEAN	54348	09/15/2016	SEPT '16 CLEANING SERVICE	010-60.8310.400100	597.54
NATIONWIDE OFFICE CLEAN	54508	09/12/2016	PAPER SUPPLIES	010-60.8310.590000	333.79
OFFICE DEPOT	861520088001	09/01/2016	FILES/HIGHLIGHTERS/SPOO	010-60.8310.590000	1.66

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OFFICE DEPOT	864631068001	09/15/2016	CREAMER	010-60.8310.590000	8.76
				Department 8310 - CITY HALL Total:	**2,249.60**
Department: 8350 - HUMAN RESOURCES					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8350.100000	2.60
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8350.100100	74.24
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-60.8350.100000	18.19
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-60.8350.270110	111.87
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-60.8350.100000	30.91
OFFICE DEPOT	862063838001	09/06/2016	FOLDERS	010-60.8350.580000	59.98
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-60.8350.450000	52.11
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-60.8350.270100	12.82
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-60.8350.110000	10.66
				Department 8350 - HUMAN RESOURCES Total:	**373.38**
Department: 8400 - FINANCIAL ADMINISTRATION					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8400.100000	13.80
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-60.8400.100100	77.45
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-60.8400.100000	109.13
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-60.8400.270110	335.60
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-60.8400.100000	212.96
OFFICE DEPOT	861520088001	09/01/2016	FILES/HIGHLIGHTERS/SPOO	010-60.8400.580000	207.17
OFFICE DEPOT	865037508001	09/16/2016	CHARIMAT	010-60.8400.580000	82.99
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-60.8400.450000	92.12
GATEHOUSE MEDIA IOWA H	INV0001612	07/31/2016	JULY '16 PUBLICATIONS	010-60.8400.210000	102.99
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-60.8400.270100	32.15
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-60.8400.110000	22.09
LANDS END BUSINESS OUTFI	SIN4151287	09/07/2016	KATIE/RACHEL/LINDA/KERI	010-60.8400.120000	339.00
				Department 8400 - FINANCIAL ADMINISTRATION Total:	**1,627.45**
Department: 8500 - COMMUNITY DEVELOPMENT					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-50.8500.100000	5.20
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-50.8500.100100	23.68
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-50.8500.100000	90.94
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-50.8500.270110	120.57
UNIVERSAL PRINTING SERVI	44547	09/14/2016	HANDOUT FOR HBI EVENT	010-50.8500.350100	86.39
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-50.8500.100000	133.85
PALMERS DELI & MARKET	58855	09/14/2016	BUSINESS GROUP LUNCHEO	010-50.8500.470000	150.85
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-50.8500.450000	19.30
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-50.8500.270100	49.30
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-50.8500.110000	129.98
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-50.8500.110000	5.98
LANDS END BUSINESS OUTFI	SIN4151287	09/07/2016	DAN DUTCHER	010-50.8500.120000	103.00
				Department 8500 - COMMUNITY DEVELOPMENT Total:	**919.04**
Department: 8700 - DEVELOPMENT SERVICES					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-50.8700.100000	57.40
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-50.8700.100100	34.86
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-50.8700.100000	109.13
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-50.8700.270110	111.87
BISHOP ENGINEERING	20935	08/31/2016	WAUKEE SCHOOLS BUS BAR	010-50.8700.230000	637.50
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-50.8700.100000	268.95
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-50.8700.450000	71.41
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-50.8700.270100	86.43
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-50.8700.110000	299.33
				Department 8700 - DEVELOPMENT SERVICES Total:	**1,676.88**
Department: 8750 - SUGAR CREEK MUNICIPAL					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	750-80.8750.100000	1.82
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	750-80.8750.100100	6.32
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	750-80.8750.100000	31.83
G & K SERVICES INC	1183597997	09/23/2016	MAT SERVICES-GOLF COURS	750-80.8750.400000	58.02
THE CUTTING EDGE	3917	08/29/2016	AERIFIED GREENS	750-80.8750.410300	1,500.00
HY-VEE	4302228545	08/19/2016	PUBLIC WORKS MEETING SN	750-80.8750.650300	34.88

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	750-80.8750.100000	83.31
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	750-80.8750.450000	40.01
BERMUDA SANDS	B0022309	07/01/2016	GOLF COURSE UNIFORMS	750-80.8750.120000	112.25
CENTURYLINK	INV0001608	09/10/2016	SEPTEMBER '16 STMT-GOLF	750-80.8750.450000	332.11
ANDERSON SERVICE CO.	INV0001621	09/07/2016	DEFROST & CHARGE BEVERA	750-80.8750.400000	248.00
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	750-80.8750.270100	149.89
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	750-80.8750.110000	122.16
DAVIS EQUIPMENT CORPOR	WW01706	09/09/2016	CONTROLLER REPAIR	750-80.8750.410350	180.00
DAVIS EQUIPMENT CORPOR	WW01712	09/14/2016	CONTROLLER REPAIR	750-80.8750.410350	300.00
				Department 8750 - SUGAR CREEK MUNICIPAL Total:	**3,200.60**
Department: 8900 - ENGINEERING					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.8900.100000	47.20
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.8900.100100	95.46
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-20.8900.100000	109.13
ACCESS SYSTEMS LEASING	19395941	09/16/2016	SEPTEMBER '16 COPIER/PRI	010-20.8900.270110	143.47
CITY OF WAUKEE - AR	201609196705	08/31/2016	AUG '16 MECHANIC FEES-PA	010-20.8900.410050	51.84
CITY OF WAUKEE - AR	201609196705	08/31/2016	AUG '16 MECHANIC FEES-LA	010-20.8900.410050	180.00
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-20.8900.100000	268.95
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-20.8900.450000	291.53
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-20.8900.270100	100.54
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-20.8900.110000	161.23
				Department 8900 - ENGINEERING Total:	**1,449.35**
Department: 8950 - GIS					
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.8950.100000	5.00
MUTUAL OF OMAHA	000578383001	10/01/2016	OCT '16 LIFE & DISABILITY PR	010-20.8950.100100	9.86
HOLMES MURPHY	111-445530	10/01/2016	OCT '16 HMA MONTHLY CO	010-20.8950.100000	18.19
DELTA DENTAL	582214	10/01/2016	OCT '16 DENTAL INSURANCE	010-20.8950.100000	30.91
VERIZON WIRELESS	9771967261	09/13/2016	SEPTEMBER '16 STATEMENT	010-20.8950.450000	77.15
ACCESS SYSTEMS	INV464626	09/19/2016	SEPTEMBER '16 SERVICE FEE	010-20.8950.270100	5.24
IOWA MUNICIPALITIES WOR	INV62843	10/01/2016	OCT '16 WORKERS COMPEN	010-20.8950.110000	79.88
				Department 8950 - GIS Total:	**226.23**
				Grand Total:	**1,201,912.24**

Fund Summary

Fund	Expense Amount
010 - GENERAL FUND	94,264.96
060 - ROAD USE TAX FUND	62,372.19
110 - DEBT SERVICE FUND	569,450.00
327 - CAPITAL PROJECTS	12,485.01
510 - WATER UTILITY FUND	147,283.68
520 - WASTE WATER UTILITY FUND	153,639.09
540 - GAS UTILITY FUND	157,144.06
560 - STORM WATER UTILITY FUND	1,184.51
570 - UTILITY BILL FUND	888.14
750 - GOLF COURSE FUND	3,200.60
Grand Total:	**1,201,912.24**

Account Summary

Account Number	Account Name	Expense Amount
010-10.1100.100000	HEALTH & LIFE INSURAN	2,969.15
010-10.1100.100100	LONG TERM DISABILITY	485.32
010-10.1100.110000	WORKERS COMPENSATI	2,066.60
010-10.1100.120000	UNIFORMS	1,212.42
010-10.1100.210000	PUBLIC NOTIFICATION/A	96.48
010-10.1100.270100	COMPUTER SUPPORT	465.20
010-10.1100.270110	COPIER / PRINTER LEASE	1,061.06
010-10.1100.400000	REPAIR/MAINTENANCE	23.33
010-10.1100.400100	CUSTODIAL	924.24
010-10.1100.410000	REPAIR OF VEHICLES	75.00
010-10.1100.410050	REPAIR/MAINT - WAUKE	107.06
010-10.1100.410100	REPAIR/MAINTENANCE	750.00
010-10.1100.450000	TELEPHONE	1,171.64
010-10.1100.470000	TRAINING/TRAVEL EXPE	1,635.00
010-10.1100.480000	UTILITY SERVICES	1,072.12
010-10.1100.540000	MINOR EQUIPMENT	2,095.84
010-10.1100.570000	FUEL	2,782.21
010-10.1100.580000	OFFICE SUPPLIES	142.64
010-10.1100.590000	OPERATING SUPPLIES &	268.35
010-10.1400.100000	HEALTH & LIFE INSURAN	727.37
010-10.1400.100100	LONG TERM DISABILITY	92.23
010-10.1400.110000	WORKERS COMPENSATI	7,093.13
010-10.1400.120000	UNIFORMS	68.51
010-10.1400.270100	COMPUTER SUPPORT	175.02
010-10.1400.270110	COPIER / PRINTER LEASE	113.98
010-10.1400.280000	DUES, MEMBERSHIPS &	16.00
010-10.1400.400000	REPAIR/MAINTENANCE	254.60
010-10.1400.410000	REPAIR OF VEHICLES	286.97
010-10.1400.410100	REPAIR/MAINTENANCE	26.78
010-10.1400.450000	TELEPHONE	172.64
010-10.1400.480000	UTILITY SERVICES	710.59
010-10.1400.590000	OPERATING SUPPLIES &	204.46
010-10.1500.100000	HEALTH & LIFE INSURAN	610.66
010-10.1500.100100	LONG TERM DISABILITY	39.29
010-10.1500.110000	WORKERS COMPENSATI	5,002.83
010-10.1500.120000	UNIFORMS	68.50
010-10.1500.270100	COMPUTER SUPPORT	144.93
010-10.1500.400000	REPAIR/MAINTENANCE	254.60
010-10.1500.410000	REPAIR OF VEHICLES	15.00
010-10.1500.410100	REPAIR/MAINTENANCE	14.40
010-10.1500.450000	TELEPHONE	172.64
010-10.1500.470000	TRAINING/TRAVEL EXPE	900.00
010-10.1500.480000	UTILITY SERVICES	710.59
010-10.1500.590000	OPERATING SUPPLIES &	90.18
010-10.1500.590050	MEDICAL SUPPLIES	594.37

Account Summary

Account Number	Account Name	Expense Amount
010-10.1900.100000	HEALTH & LIFE INSURAN	420.08
010-10.1900.100100	LONG TERM DISABILITY	95.09
010-10.1900.110000	WORKERS COMPENSATI	151.51
010-10.1900.270100	COMPUTER SUPPORT	66.98
010-10.1900.270110	COPIER / PRINTER LEASE	111.87
010-10.1900.410050	REPAIR/MAINTENANCE	43.57
010-10.1900.450000	TELEPHONE	224.25
010-10.2400.340000	MISCELLANEOUS CONTR	463.00
010-20.6000.100000	HEALTH & LIFE INSURAN	782.97
010-20.6000.100100	LONG TERM DISABILITY	106.60
010-20.6000.110000	WORKERS COMPENSATI	167.88
010-20.6000.270100	COMPUTER SUPPORT	13.61
010-20.6000.410050	REPAIR/MAINTENANCE	327.25
010-20.6000.450000	TELEPHONE	210.22
010-20.6000.470000	TRAINING/TRAVEL EXPE	478.42
010-20.6000.580000	OFFICE SUPPLIES	21.00
010-20.6010.270110	COPIER / PRINTER LEASE	564.74
010-20.6010.400000	REPAIR/MAINTENANCE	267.74
010-20.6010.400100	CUSTODIAL SERVICES	1,247.04
010-20.6010.450000	TELEPHONE	235.83
010-20.6010.480000	UTILITY SERVICES	1,896.42
010-20.6010.580000	OFFICE SUPPLIES	1,003.29
010-20.6010.590000	OPERATING SUPPLIES &	882.54
010-20.6150.100000	HEALTH & LIFE INSURAN	218.79
010-20.6150.100100	LONG TERM DISABILITY	72.81
010-20.6150.110000	WORKERS COMPENSATI	163.92
010-20.6150.120000	UNIFORMS	134.90
010-20.6150.450000	TELEPHONE	69.72
010-20.6150.540000	MINOR EQUIPMENT	47.82
010-20.6150.570110	COGS - FILTERS	842.57
010-20.6150.570120	COGS - LUBE	311.86
010-20.6150.570130	COGS - PARTS	4,588.53
010-20.6150.590000	OPERATING SUPPLIES &	769.07
010-20.8900.100000	HEALTH & LIFE INSURAN	425.28
010-20.8900.100100	LONG TERM DISABILITY	95.46
010-20.8900.110000	WORKERS COMPENSATI	161.23
010-20.8900.270100	COMPUTER SUPPORT	100.54
010-20.8900.270110	COPIER / PRINTER LEASE	143.47
010-20.8900.410050	REPAIR/MAINTENANCE	231.84
010-20.8900.450000	TELEPHONE	291.53
010-20.8950.100000	HEALTH & LIFE INSURAN	54.10
010-20.8950.100100	LONG TERM DISABILITY	9.86
010-20.8950.110000	WORKERS COMPENSATI	79.88
010-20.8950.270100	COMPUTER SUPPORT	5.24
010-20.8950.450000	TELEPHONE	77.15
010-40.3100.100000	HEALTH & LIFE INSURAN	1,048.75
010-40.3100.100100	LONG TERM DISABILITY	59.72
010-40.3100.110000	WORKERS COMPENSATI	46.45
010-40.3100.270100	COMPUTER SUPPORT	172.09
010-40.3100.270110	COPIER / PRINTER LEASE	229.47
010-40.3100.280000	DUES, MEMBERSHIPS &	420.00
010-40.3100.400000	REPAIR/MAINTENANCE	1,188.28
010-40.3100.400100	CUSTODIAL SERVICES	648.00
010-40.3100.450000	TELEPHONE	52.11
010-40.3100.460300	PROGRAMS	41.29
010-40.3100.460400	SUMMER READING CLU	40.85
010-40.3100.470000	TRAINING/TRAVEL EXPE	299.00
010-40.3100.580000	OFFICE SUPPLIES	157.30

Account Summary

Account Number	Account Name	Expense Amount
010-40.3100.640000	LIBRARY BOOKS/FILMS/	153.42
010-40.4100.100000	HEALTH & LIFE INSURAN	252.20
010-40.4100.100100	LONG TERM DISABILITY	40.33
010-40.4100.110000	WORKERS COMPENSATI	304.23
010-40.4100.210000	PUBLIC NOTIFICATION/A	24.31
010-40.4100.270100	COMPUTER SUPPORT	121.29
010-40.4100.410050	REPAIR/MAINT - WAUKE	712.34
010-40.4100.410300	REPAIR/MAINTENANCE	3,106.13
010-40.4100.450000	TELEPHONE	98.87
010-40.4100.4530000	PARK SHELTER RENT	35.00
010-40.4100.460101	PLANT SOME SHADE	60.00
010-40.4100.480000	UTILITY SERVICES	69.76
010-40.4100.570000	FUEL	249.24
010-40.4100.590100	CHEMICAL/FERTILIZER	35.00
010-40.4100.881110	BIKE TRAILS	225.00
010-40.4200.100000	HEALTH & LIFE INSURAN	429.58
010-40.4200.100100	LONG TERM DISABILITY	63.00
010-40.4200.110000	WORKERS COMPENSATI	129.30
010-40.4200.270100	COMPUTER SUPPORT	106.28
010-40.4200.270110	COPIER / PRINTER LEASE	111.87
010-40.4200.450000	TELEPHONE	199.40
010-40.4200.460550	WINTER RECREATION PR	4,711.00
010-40.4300.400100	CUSTODIAL SERVICES	298.77
010-40.4300.410300	REPAIR/MAINTENANCE	50.00
010-50.8500.100000	HEALTH & LIFE INSURAN	229.99
010-50.8500.100100	LONG TERM DISABILITY	23.68
010-50.8500.110000	WORKERS COMPENSATI	135.96
010-50.8500.120000	UNIFORMS	103.00
010-50.8500.270100	COMPUTER SUPPORT	49.30
010-50.8500.270110	COPIER / PRINTER LEASE	120.57
010-50.8500.350100	PRINTING	86.39
010-50.8500.450000	TELEPHONE	19.30
010-50.8500.470000	TRAINING/TRAVEL EXPE	150.85
010-50.8700.100000	HEALTH & LIFE INSURAN	435.48
010-50.8700.100100	LONG TERM DISABILITY	34.86
010-50.8700.110000	WORKERS COMPENSATI	299.33
010-50.8700.230000	CONSULTANT & PROFES	637.50
010-50.8700.270100	COMPUTER SUPPORT	86.43
010-50.8700.270110	COPIER / PRINTER LEASE	111.87
010-50.8700.450000	TELEPHONE	71.41
010-60.8100.110000	WORKERS COMPENSATI	3.38
010-60.8100.580000	OFFICE SUPPLIES	120.73
010-60.8200.100000	HEALTH & LIFE INSURAN	172.29
010-60.8200.100100	LONG TERM DISABILITY	33.60
010-60.8200.110000	WORKERS COMPENSATI	9.42
010-60.8200.120000	UNIFORMS	38.97
010-60.8200.350110	PHOTOGRAPHY & VIDEO	175.00
010-60.8200.461200	NEWSLETTER	730.00
010-60.8300.100000	HEALTH & LIFE INSURAN	327.79
010-60.8300.100100	LONG TERM DISABILITY	28.66
010-60.8300.110000	WORKERS COMPENSATI	29.10
010-60.8300.120000	UNIFORMS	75.00
010-60.8300.210000	PUBLIC NOTIFICATION/A	1,443.07
010-60.8300.270000	DATA PROCESSING	248.75
010-60.8300.270100	COMPUTER SUPPORT	2,411.10
010-60.8300.270110	COPIER / PRINTER LEASE	111.87
010-60.8300.280000	DUES, MEMBERSHIPS &	25.00
010-60.8300.360000	POSTAGE & SHIPPING	33.25

Account Summary

Account Number	Account Name	Expense Amount
010-60.8300.390400	NORTHVIEW RENTAL PR	9.30
010-60.8300.450000	TELEPHONE	772.24
010-60.8300.540000	MINOR EQUIPMENT	7,876.27
010-60.8300.580000	OFFICE SUPPLIES	112.79
010-60.8310.270110	COPIER / PRINTER LEASE	229.22
010-60.8310.390600	PROF PLAZA CAM EXPEN	407.13
010-60.8310.400000	REPAIR/MAINTENANCE	666.50
010-60.8310.400100	CUSTODIAL SERVICES	597.54
010-60.8310.590000	OPERATING SUPPLIES &	349.21
010-60.8350.100000	HEALTH & LIFE INSURAN	51.70
010-60.8350.100100	LONG TERM DISABILITY	74.24
010-60.8350.110000	WORKERS COMPENSATI	10.66
010-60.8350.270100	COMPUTER SUPPORT	12.82
010-60.8350.270110	COPIER / PRINTER LEASE	111.87
010-60.8350.450000	TELEPHONE	52.11
010-60.8350.580000	OFFICE SUPPLIES	59.98
010-60.8400.100000	HEALTH & LIFE INSURAN	335.89
010-60.8400.100100	LONG TERM DISABILITY	77.45
010-60.8400.110000	WORKERS COMPENSATI	22.09
010-60.8400.120000	UNIFORMS	339.00
010-60.8400.210000	PUBLIC NOTIFICATION/A	102.99
010-60.8400.270100	COMPUTER SUPPORT	32.15
010-60.8400.270110	COPIER / PRINTER LEASE	335.60
010-60.8400.450000	TELEPHONE	92.12
010-60.8400.580000	OFFICE SUPPLIES	290.16
060-30.1600.480000	UTILITY SERVICES	2,590.79
060-30.1601.480000	UTILITY SERVICES	226.49
060-30.7100.100000	HEALTH & LIFE INSURAN	586.84
060-30.7100.100100	LONG TERM DISABILITY	164.56
060-30.7100.110000	WORKERS COMPENSATI	1,437.55
060-30.7100.120000	UNIFORMS	205.87
060-30.7100.210000	PUBLIC NOTIFICATION/A	37.13
060-30.7100.230000	CONSULTANT & PROFES	3,251.60
060-30.7100.270100	COMPUTER SUPPORT	356.66
060-30.7100.410050	REPAIR/MAINT - WAUKE	3,890.71
060-30.7100.410500	REPAIR/MAINTENANCE -	468.75
060-30.7100.450000	TELEPHONE	233.38
060-30.7100.470000	TRAINING/TRAVEL EXPE	96.66
060-30.7100.540000	MINOR EQUIPMENT	733.08
060-30.7100.570000	FUEL	249.24
060-30.7100.590000	OPERATING SUPPLIES &	1,613.48
060-30.7100.590300	ROAD STONE	5,025.28
060-30.7100.590400	ROAD REPAIR-PATCH	13,882.13
060-30.7100.591200	ROAD SALT	27,321.99
110-1080100	MONEY MARKET-BANKE	569,450.00
327-90.2130.230000	CONSULTANT & PROFES	3,395.30
327-90.2130.230040	CONSULTING - UNIV TO	6,788.80
327-90.7730.230000	CONSULTANT & PROFES	613.41
327-90.7730.235100	SE WESTOWN/R22 INTE	1,387.50
327-90.7740.230000	CONSULTANT & PROFES	300.00
510-1080100	MONEY MARKET-BANKE	27,050.00
510-2321200	06 DMWW REVENUE BO	26,987.50
510-30.6510.100000	HEALTH & LIFE INSURAN	515.73
510-30.6510.100100	LONG TERM DISABILITY	138.85
510-30.6510.110000	WORKERS COMPENSATI	597.80
510-30.6510.210000	PUBLIC NOTIFICATION/A	8.84
510-30.6510.270000	DATA PROCESSING	16,500.00
510-30.6510.270100	COMPUTER SUPPORT	821.79

Account Summary

Account Number	Account Name	Expense Amount
510-30.6510.3610000	INTEREST ON DEPOSITS	-122.54
510-30.6510.390300	TOWER RENT	364.50
510-30.6510.410050	REPAIR/MAINT - WAUKE	2,456.18
510-30.6510.450000	TELEPHONE	319.84
510-30.6510.470000	TRAINING/TRAVEL EXPE	308.88
510-30.6510.480000	UTILITY SERVICES	19.39
510-30.6510.570000	FUEL	249.24
510-30.6510.590000	OPERATING SUPPLIES &	0.25
510-30.6510.592000	METER PURCHASE	7,790.70
510-30.6510.880100	DISTRIBUTION SYSTEM I	62,467.10
510-30.6510.921250	06 DMWW REVENUE BO	809.63
520-1080100	MONEY MARKET-BANKE	9,950.00
520-30.6520.100000	HEALTH & LIFE INSURAN	525.39
520-30.6520.100100	LONG TERM DISABILITY	91.81
520-30.6520.110000	WORKERS COMPENSATI	299.17
520-30.6520.270100	COMPUTER SUPPORT	675.79
520-30.6520.410050	REPAIR/MAINT - WAUKE	6,885.75
520-30.6520.410100	REPAIR/MAINTENANCE	6,428.90
520-30.6520.411100	REPAIR/MAINTENANCE	2,657.29
520-30.6520.450000	TELEPHONE	283.45
520-30.6520.470000	TRAINING/TRAVEL EXPE	122.50
520-30.6520.480000	UTILITY SERVICES	118.93
520-30.6520.540000	MINOR EQUIPMENT	4,900.09
520-30.6520.570000	FUEL	1,751.88
520-30.6520.590000	OPERATING SUPPLIES &	28.55
520-30.6520.882700	WRA FEES	108,076.50
520-30.6520.883060	LITTLE WALNUT CREEK S	97.68
520-30.6520.883070	BLUESTEM LIFT STATION	3,843.75
520-30.6520.883080	FOX CREEK SEWER	101.66
520-30.6520.883091	NW AREA TRUNK SEWE	1,360.00
520-30.6520.883092	SW TRUNK SEWER	5,440.00
540-1080100	MONEY MARKET - BANK	35,050.00
540-30.6540.100000	HEALTH & LIFE INSURAN	915.85
540-30.6540.100100	LONG TERM DISABILITY	79.31
540-30.6540.110000	WORKERS COMPENSATI	654.35
540-30.6540.120000	UNIFORMS	203.99
540-30.6540.220300	TESTING FEES	185.00
540-30.6540.230000	CONSULTANT & PROFES	2,597.70
540-30.6540.270000	DATA PROCESSING	2,200.00
540-30.6540.270100	COMPUTER SUPPORT	1,052.83
540-30.6540.280000	DUES, MEMBERSHIPS &	4,666.00
540-30.6540.390300	TOWER RENT	364.50
540-30.6540.410050	REPAIR/MAINT - WAUKE	2,239.53
540-30.6540.410100	REPAIR/MAINTENANCE	1,854.40
540-30.6540.410400	REPAIR/MAINT OF DELIV	12,490.71
540-30.6540.450000	TELEPHONE	261.50
540-30.6540.480000	UTILITY SERVICES	19.40
540-30.6540.570000	FUEL	249.24
540-30.6540.590000	OPERATING SUPPLIES &	466.80
540-30.6540.590200	INSTALLATION MATERIA	707.85
540-30.6540.592000	METER PURCHASE	3,953.29
540-30.6540.650000	COST OF GOODS SOLD	74,581.96
540-30.6540.685400	GAS REBATE	710.00
540-30.6540.880100	DISTRIBUTION SYSTEM I	11,639.85
560-80.5300.100000	HEALTH & LIFE INSURAN	258.29
560-80.5300.100100	LONG TERM DISABILITY	49.00
560-80.5300.110000	WORKERS COMPENSATI	156.49
560-80.5300.270100	COMPUTER SUPPORT	153.72

Account Summary

Account Number	Account Name	Expense Amount
560-80.5300.410050	REPAIR/MAINTENANCE	367.76
560-80.5300.410300	REPAIR/MAINTENANCE	45.00
560-80.5300.450000	TELEPHONE	204.25
560-80.5300.880000	FACILITIES	-50.00
570-30.6550.100000	HEALTH & LIFE INSURAN	288.29
570-30.6550.100100	LONG TERM DISABILITY	15.78
570-30.6550.110000	WORKERS COMPENSATI	11.58
570-30.6550.120000	UNIFORMS	100.00
570-30.6550.270100	COMPUTER SUPPORT	59.62
570-30.6550.270110	COPIER / PRINTER LEASE	111.87
570-30.6550.410100	REPAIR/MAINTENANCE	126.00
570-30.6550.450200	CREDIT CARD FEES	175.00
750-80.8750.100000	HEALTH & LIFE INSURAN	116.96
750-80.8750.100100	LONG TERM DISABILITY	6.32
750-80.8750.110000	WORKERS COMPENSATI	122.16
750-80.8750.120000	UNIFORMS	112.25
750-80.8750.270100	COMPUTER SUPPORT	149.89
750-80.8750.400000	REPAIR/MAINTENANCE	306.02
750-80.8750.410300	REPAIR/MAINTENANCE	1,500.00
750-80.8750.410350	REPAIR/MAINTENANCE I	480.00
750-80.8750.450000	TELEPHONE	372.12
750-80.8750.650300	COGS-CATERING	34.88
	Grand Total:	**1,201,912.24**

Project Account Summary

Project Account Key		Expense Amount
None		1,201,912.24
	Grand Total:	**1,201,912.24**

A

Check Report

By Check Number

Date Range: 09/14/2016 - 09/19/2016

City of Waukee, IA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-WAUKEE STATE						
047290	DOLL DISTRIBUTING, LLC	09/16/2016	Regular	0.00	435.60	125822

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
INV0001552	Invoice	09/16/2016	BEER DELIVERY	0.00	435.60

Account Number	Account Name	Item Description	Distribution Amount
750-80.8750.650100	COGS-BEER/ALCOHOL	BEER DELIVERY	435.60

039925	CUSTOM AWARDS	09/19/2016	Regular	0.00	1,000.00	125840

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
84737	Invoice	09/07/2016	PLAQUES FOR WAUKEE LEADERSHIP INSTI	0.00	1,000.00

Account Number	Account Name	Item Description	Distribution Amount
010-40.4100.540000	MINOR EQUIPMENT	PLAQUES FOR WAUKEE LEADER	1,000.00

094675	IOWA BEVERAGE SYSTEMS INC	09/19/2016	Regular	0.00	401.30	125841

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
INV0001577	Invoice	09/19/2016	BEER DELIVERY	0.00	401.30

Account Number	Account Name	Item Description	Distribution Amount
750-80.8750.650100	COGS-BEER/ALCOHOL	BEER DELIVERY	401.30

199023	SUGAR CREEK GOLF COURSE	09/19/2016	Regular	0.00	360.00	125842

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
INV0001578	Invoice	09/19/2016	LEAGUE PRIZES	0.00	360.00

Account Number	Account Name	Item Description	Distribution Amount
750-80.8750.653000	LEAGUE PRIZES/EXPENSE	LEAGUE PRIZES	360.00

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	2,196.90
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	**4**	**0.00**	**2,196.90**

A

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2016	2,196.90
			2,196.90

B

Check Report

By Check Number

Date Range: 09/21/2016 - 09/28/2016

City of Waukee, IA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-WAUKEE STATE						
021400	BANKERS TRUST COMPANY	09/21/2016	Regular	0.00	641,500.00	125961

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0001588	Invoice	09/21/2016	SEPTEMBER '16 SINKING FUND TRANSFER	0.00	641,500.00
	110-1080100	MONEY MARKET-BANKER	SEPTEMBER '16 SINKING FUND	569,450.00	
	510-1080100	MONEY MARKET-BANKER	SEPTEMBER '16 SINKING FUND	27,050.00	
	520-1080100	MONEY MARKET-BANKER	SEPTEMBER '16 SINKING FUND	9,950.00	
	540-1080100	MONEY MARKET - BANKE	SEPTEMBER '16 SINKING FUND	35,050.00	

045825	DES MOINES WATER WORKS	09/21/2016	Regular	0.00	38,782.10	125962

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0001587	Invoice	08/26/2016	AUGUST '16 STATEMENT	0.00	38,782.10
	510-30.6510.650000	COST OF GOODS SOLD	AUGUST '16 STATEMENT	38,782.10	

021100	BANK OF AMERICA	09/21/2016	Regular	0.00	10,942.07	125965

B

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0001594	Invoice	08/18/2016	AUGUST '16 STATEMENT		0.00	10,942.07	
	010-10.1100.120000		UNIFORMS	IDS		66.00	
	010-10.1100.120000		UNIFORMS	UNIFORMS		259.69	
	010-10.1100.360000		POSTAGE & SHIPPING	SHIPPING		102.05	
	010-10.1100.360000		POSTAGE & SHIPPING	SHIPPING		10.41	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-0.05	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		5.49	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		10.98	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		5.49	
	010-10.1100.460200		PD COMMUNITY POLICIN	POP		32.78	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-0.05	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-0.05	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-1.00	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		120.78	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-0.05	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-0.05	
	010-10.1100.460200		PD COMMUNITY POLICIN	SUPPLIES		12.99	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		5.49	
	010-10.1100.460200		PD COMMUNITY POLICIN	DISCOUNT		-0.11	
	010-10.1100.460200		PD COMMUNITY POLICIN	COOKIES/COFFEE/WATER		73.01	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		5.49	
	010-10.1100.460200		PD COMMUNITY POLICIN	ROLLS/WATER		23.96	
	010-10.1100.460200		PD COMMUNITY POLICIN	SANDWICHES/FLOWERS		78.53	
	010-10.1100.460200		PD COMMUNITY POLICIN	ICE		5.49	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/3 LUNCH-LYNCH		9.33	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	TRAINING SANDWICHES		182.46	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/4 LUNCH-LYNCH		10.18	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	LYNCH LUNCH DISCOUNT		-0.37	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/11 LUNCH-MELLENCAMP		11.43	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/10 LUNCH-MELLENCAMP		10.28	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/9 LUNCH-MELLENCAMP		9.70	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/12 LUNCH-MELLENCAMP		6.62	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	SAN DIEGO AIRFARE-QUINN		336.97	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/16 LUNCH-MELLENCAMP		13.73	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/15 LUNCH-MELLENCAMP		6.88	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	7/19 LUNCH-MELLENCAMP		11.43	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	7/18 LUNCH-MELLENCAMP		9.91	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	PERFORMANCE DIRECTED MGM		150.00	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	7/20 LUNCH-MELLENCAMP		10.55	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	8/8 LUNCH-MELLENCAMP		17.29	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	7/22 LUNCH-MELLENCAMP		16.44	
	010-10.1100.470000		TRAINING/TRAVEL EXPEN	7/21 LUNCH-MELLENCAMP		7.76	
	010-10.1100.540000		MINOR EQUIPMENT	SHIPPING		80.56	
	010-10.1100.540000		MINOR EQUIPMENT	MEASURING WHEELS		136.55	
	010-10.1100.580000		OFFICE SUPPLIES	DRY ERASE MARKER ORGANIZE		10.78	
	010-10.1400.120000		UNIFORMS	PANTS		23.58	
	010-10.1400.400000		REPAIR/MAINTENANCE O	BED		258.00	
	010-10.1400.470000		TRAINING/TRAVEL EXPEN	SCHOOL SHIRT		12.19	
	010-10.1400.470000		TRAINING/TRAVEL EXPEN	WORKSHOP-ROBINSON		312.50	
	010-10.1500.120000		UNIFORMS	PANTS		23.58	
	010-10.1500.400000		REPAIR/MAINTENANCE O	BED		258.00	
	010-10.1500.470000		TRAINING/TRAVEL EXPEN	SCHOOL SHIRT		12.19	
	010-10.1500.470000		TRAINING/TRAVEL EXPEN	WORKSHOP-ROBINSON		312.50	
	010-10.1500.470000		TRAINING/TRAVEL EXPEN	PALS COURSE-HILGENBERG		200.00	
	010-20.6000.470000		TRAINING/TRAVEL EXPEN	8/4 ASSET MGMT MTG LUNCH-J		37.75	
	010-20.6000.470000		TRAINING/TRAVEL EXPEN	APWA FALL CONF-GIBSON		175.00	
	010-20.6000.470000		TRAINING/TRAVEL EXPEN	8/12 DEPT MEETING LUNCH		96.19	
	010-20.6150.540000		MINOR EQUIPMENT	OIL DISPENSING SYSTEM		422.94	
	010-40.3100.210100		PROMOTION	CARDBOARD CUTOUT		112.74	

B

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	010-40.3100.210100	PROMOTION	FACEBOOK ADS		15.00	
	010-40.3100.360000	POSTAGE & SHIPPING	SHIPPING		22.42	
	010-40.3100.360000	POSTAGE & SHIPPING	SHIPPING		1.71	
	010-40.3100.360000	POSTAGE & SHIPPING	SHIPPING		16.48	
	010-40.3100.460400	SUMMER READING CLUB	PAINT		8.98	
	010-40.3100.460400	SUMMER READING CLUB	GLUE STICKS/CRYSTAL BALL		43.32	
	010-40.3100.460400	SUMMER READING CLUB	BOWLING		176.60	
	010-40.3100.460400	SUMMER READING CLUB	SUPPLIES		63.30	
	010-40.3100.460400	SUMMER READING CLUB	SUMMER READING PRIZE BOOK		144.41	
	010-40.3100.540000	MINOR EQUIPMENT	COIN SORTER		165.46	
	010-40.4200.460500	SUMMER RECREATION P	SKATING		75.00	
	010-40.4200.460500	SUMMER RECREATION P	MOVIE ADMISSION		52.47	
	010-40.4200.460500	SUMMER RECREATION P	CRAFT SUPPLIES		5.88	
	010-40.4200.460500	SUMMER RECREATION P	SUMMER FUN ICE CREAM		5.98	
	010-40.4200.460500	SUMMER RECREATION P	GLOW GOLF		70.00	
	010-40.4200.460500	SUMMER RECREATION P	ZOO ADMISSION		74.00	
	010-40.4200.460500	SUMMER RECREATION P	SUMMER FUN GOLF		70.00	
	010-40.4200.460500	SUMMER RECREATION P	YOUTH IN PARKS DISABILITY A		40.00	
	010-40.4200.460500	SUMMER RECREATION P	YOUTH IN PARKS SKATING		73.58	
	010-40.4200.460500	SUMMER RECREATION P	YOUTH IN PARKS PIZZA		16.96	
	010-40.4200.460500	SUMMER RECREATION P	ADEL FAMILY FUN CENTER ADM		45.00	
	010-40.4200.460500	SUMMER RECREATION P	DOUBLE CHARGE		166.15	
	010-40.4200.460500	SUMMER RECREATION P	GOLFING		84.00	
	010-40.4200.460500	SUMMER RECREATION P	CRAFT SUPPLIES		17.98	
	010-40.4200.460500	SUMMER RECREATION P	BABYSITTER'S TRAINING MATER		166.15	
	010-40.4200.460500	SUMMER RECREATION P	FIRST AID TRAINING PACK		22.03	
	010-40.4200.460505	ADULT SPORTS LEAGUES	COED SB CHAMPS GIFT CARDS		75.00	
	010-40.4200.460505	ADULT SPORTS LEAGUES	SAND VOLLEYBALL CHAMPS GIF		40.00	
	010-40.4200.460505	ADULT SPORTS LEAGUES	COED SAND VB CHAMPS GIFT C		40.00	
	010-40.4200.460505	ADULT SPORTS LEAGUES	COED SAND VB CHAMPS GIFT C		80.00	
	010-40.4200.460505	ADULT SPORTS LEAGUES	COED SB CHAMPS GIFT CARDS		75.00	
	010-40.4200.460510	YOUTH SPORTS LEAGUES	TENNIS BALLS		45.56	
	010-40.4200.460520	CONCESSION STAND	ICE		1.99	
	010-40.4200.460800	JULY 4TH CELEBRATION	FACEBOOK ADS		3.94	
	010-40.4200.470000	TRAINING/TRAVEL EXPEN	REC STAFF LUNCH		77.29	
	010-40.4200.470000	TRAINING/TRAVEL EXPEN	NRPA CONF-EDWARDS		539.00	
	010-40.4200.470000	TRAINING/TRAVEL EXPEN	IPRA CONF-EDWARDS		130.00	
	010-40.4200.540000	MINOR EQUIPMENT	MOVIE IN THE PARK EQUIP		58.28	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	7/19 LUNCH-HERR		10.85	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	7/19 SUPPER-HERR		22.64	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	7/20 SUPPER-HERR		9.85	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	PDI FALL CONF-HERR		620.00	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	CEDAC MEETING COFFEE		10.31	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	7/17-22 DULUTH HOTEL-HERR		620.65	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	7/22 LUNCH-HERR		6.80	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	SITE SELECTOR GUILD LUNCH		30.00	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	BUSINESS RECORD WORKSHOP-		51.00	
	010-50.8500.470000	TRAINING/TRAVEL EXPEN	7/18 LUNCH-HERR		11.30	
	010-50.8500.470100	ENTERTAINMENT & MEA	7/18 COFFEE-DUTCHER/IOWA C		8.46	
	010-50.8700.280000	DUES, MEMBERSHIPS & S	APA MEMBERSHIP-DEBOER		379.00	
	010-60.8100.120000	UNIFORMS	NAME BADGE-ANNA		18.28	
	010-60.8100.470000	TRAINING/TRAVEL EXPEN	COUNCIL WORK SESSION FOOD		155.75	
	010-60.8100.470000	TRAINING/TRAVEL EXPEN	IOWA LEAGUE EVENT REGISTN-		205.00	
	010-60.8100.470000	TRAINING/TRAVEL EXPEN	IOWA LEAGUE EVENT REGISTN-		205.00	
	010-60.8200.210000	PUBLIC NOTIFICATION/A	FACEBOOK ADS		21.13	
	010-60.8200.210000	PUBLIC NOTIFICATION/A	FACEBOOK ADS		3.87	
	010-60.8200.270100	COMPUTER SUPPORT	MONTHLY ADOBE LICENSING		49.99	
	010-60.8200.461200	NEWSLETTER	CONSTANT CONTACT SUBS		85.00	
	010-60.8200.470000	TRAINING/TRAVEL EXPEN	8/11 STAFF LUNCH MTG-EVANS		18.00	
	010-60.8200.470000	TRAINING/TRAVEL EXPEN	METRO COMM LUNCH-EVANS		12.00	
	010-60.8200.470000	TRAINING/TRAVEL EXPEN	AMERICAN AD FEDERATION LU		25.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	010-60.8300.470000	TRAINING/TRAVEL EXPEN	8/16 LUNCH-MOERMAN REIMB		15.03	
	010-60.8300.470000	TRAINING/TRAVEL EXPEN	SITE SELECTOR GUILD LUNCHEO		15.00	
	010-60.8300.470000	TRAINING/TRAVEL EXPEN	8/2 MOERMAN ECON DEV MTG		4.15	
	010-60.8300.470000	TRAINING/TRAVEL EXPEN	7/27 MOERMAN MTG W/CHAM		8.43	
	010-60.8300.470000	TRAINING/TRAVEL EXPEN	8/15 LUNCH MOERMAN/C BRO		13.36	
	010-60.8300.470000	TRAINING/TRAVEL EXPEN	8/3 LUNCH MOERMAN/MAYOR		37.26	
	010-60.8350.210000	PUBLIC NOTIFICATION/A	PW ASSIST ENG DIR JOB POSTIN		295.00	
	010-60.8350.210000	PUBLIC NOTIFICATION/A	STOMRWATER INSPECTOR AD		75.00	
	010-60.8350.470000	TRAINING/TRAVEL EXPEN	IAPELRA CONF-BUSH		118.40	
	010-60.8350.470000	TRAINING/TRAVEL EXPEN	IAPELRA CONF-HOLDEN		118.40	
	010-60.8400.470000	TRAINING/TRAVEL EXPEN	COLLECTIVE BARGANING WORK		15.00	
	010-60.8400.470000	TRAINING/TRAVEL EXPEN	7/22 LUNCH-BURKHART TERESA		13.89	
	010-60.8400.470000	TRAINING/TRAVEL EXPEN	7/21 LUNCH-BURKHART W/ JOY		15.25	
	010-60.8400.470000	TRAINING/TRAVEL EXPEN	8/3 METRO FINANCE LUNCH-BU		17.11	
	010-60.8400.470000	TRAINING/TRAVEL EXPEN	PARKING		2.50	
	540-30.6540.470000	TRAINING/TRAVEL EXPEN	8/9-12 MILWAUKEE HOTEL-DEZ		477.12	
	540-30.6540.470000	TRAINING/TRAVEL EXPEN	8/9 SUPPER-DEZEEUW		17.85	
	560-80.5300.280000	DUES, MEMBERSHIPS & S	STORMWATER DATA COLLECTI		22.00	
	560-80.5300.470000	TRAINING/TRAVEL EXPEN	8/9 SUPPER-CORKREAN		29.00	
	560-80.5300.470000	TRAINING/TRAVEL EXPEN	BURNSVILLE MN HOTEL-CORKR		90.61	
	750-80.8750.280000	DUES, MEMBERSHIPS & S	TRI-TECH SYSTEMS SUPPORT		30.00	
021400	BANKERS TRUST COMPANY	09/22/2016	Regular	0.00	1,741,880.00	125966
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001595	Invoice	09/22/2016	08B / 08C BOND REFUNDING CASH XFER	0.00	1,741,880.00	
	110-1080100	MONEY MARKET-BANKER	08B / 08C BOND REFUNDING CA	1,741,880.00		
021500	BANKERS TRUST COMPANY	09/22/2016	Regular	0.00	1,741,879.30	125967
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001596	Invoice	09/22/2016	08C - BOND REFUNDING PRIN/INT	0.00	1,169,879.79	
	110-30.7850.918370	TIF 08C URBAN RENEW P	08C - BOND REFUNDING PRIN/I	1,155,000.00		
	110-30.7850.928370	TIF 08C URBAN RENEWAL	08C - BOND REFUNDING PRIN/I	14,879.79		
INV0001597	Invoice	09/22/2016	08B - BOND REFUNDING PRIN/INT	0.00	571,999.51	
	110-30.7800.914510	GO 08B SOUTHFORK SEW	08B - BOND REFUNDING PRIN/I	565,000.00		
	110-30.7800.924510	GO 08B SOUTHFORK SEW	08B - BOND REFUNDING PRIN/I	6,999.51		
047290	DOLL DISTRIBUTING, LLC	09/22/2016	Regular	0.00	327.70	125994
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001599	Invoice	09/22/2016	BEER DELIVERY	0.00	327.70	
	750-80.8750.650100	COGS-BEER/ALCOHOL	BEER DELIVERY	327.70		
047290	DOLL DISTRIBUTING, LLC	09/27/2016	Regular	0.00	291.60	125995
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001611	Invoice	09/27/2016	BEER DELIVERY	0.00	291.60	
	750-80.8750.650100	COGS-BEER/ALCOHOL	BEER DELIVERY	291.60		
199023	SUGAR CREEK GOLF COURSE	09/27/2016	Regular	0.00	360.00	125996
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001610	Invoice	09/27/2016	LEAGUE PRIZES	0.00	360.00	
	750-80.8750.653000	LEAGUE PRIZES/EXPENSE	LEAGUE PRIZES	360.00		
094675	IOWA BEVERAGE SYSTEMS INC	09/27/2016	Regular	0.00	291.60	125997

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount / Distribution Amount	Number
INV0001626	Invoice	09/27/2016	BEER DELIVERY		0.00	291.60	
	750-80.8750.650100		COGS-BEER/ALCOHOL	BEER DELIVERY		291.60	
095555	IOWA DEPT OF NATURAL RESOURCES		09/27/2016	Regular	0.00	100.00	125998
INV0001627	Invoice	09/27/2016	CONSTRUCTION PERMIT-SW TRUNK SEW		0.00	100.00	
	520-30.6520.883092		SW TRUNK SEWER	CONSTRUCTION PERMIT-SW TR		100.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	10	0.00	4,176,354.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	11	**10**	**0.00**	**4,176,354.37**

B

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2016	4,176,354.37
			4,176,354.37

C

Council Payroll Reimbursements

City of Waukee, IA

By Check Number

Date Range: 09/15/2016 - 09/28/2016

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-WAUKEE STATE							
034875	CITY OF WAUKEE		09/15/2016	Regular	0.00	4,470.39	125832
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0001559	Invoice	09/15/2016	CELL PHONE REIMBURSEMENT		0.00	222.50	
	010-2030000	PAYROLL PAYABLES		CELL PHONE REIMBURSEMENT	147.50		
	060-2030000	PAYROLL PAYABLES		CELL PHONE REIMBURSEMENT	9.38		
	510-2030000	PAYROLL PAYABLES		CELL PHONE REIMBURSEMENT	12.19		
	520-2030000	PAYROLL PAYABLES		CELL PHONE REIMBURSEMENT	26.26		
	540-2030000	PAYROLL PAYABLES		CELL PHONE REIMBURSEMENT	27.17		
INV0001564	Invoice	09/15/2016	LIFE INSURANCE PREMIUM		0.00	573.77	
	010-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	402.87		
	060-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	22.25		
	510-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	25.00		
	520-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	23.87		
	540-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	43.98		
	560-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	21.05		
	570-2030000	PAYROLL PAYABLES		LIFE INSURANCE PREMIUM	34.75		
INV0001565	Invoice	09/15/2016	STD INSURANCE PREMIUM		0.00	566.62	
	010-2030000	PAYROLL PAYABLES		STD INSURANCE PREMIUM	389.50		
	060-2030000	PAYROLL PAYABLES		STD INSURANCE PREMIUM	58.09		
	510-2030000	PAYROLL PAYABLES		STD INSURANCE PREMIUM	34.83		
	520-2030000	PAYROLL PAYABLES		STD INSURANCE PREMIUM	38.13		
	540-2030000	PAYROLL PAYABLES		STD INSURANCE PREMIUM	26.97		
	560-2030000	PAYROLL PAYABLES		STD INSURANCE PREMIUM	19.10		
INV0001568	Invoice	09/15/2016	HEALTH INSURANCE DEDUCTION		0.00	2,762.50	
	010-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	2,048.50		
	060-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	110.51		
	510-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	122.08		
	520-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	159.51		
	540-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	207.15		
	560-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	42.50		
	570-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	42.50		
	750-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	29.75		
INV0001569	Invoice	09/15/2016	HEALTH INSURANCE DEDUCTION		0.00	345.00	
	010-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	270.00		
	060-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	30.00		
	510-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	13.12		
	520-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	11.25		
	540-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	5.63		
	570-2030000	PAYROLL PAYABLES		HEALTH INSURANCE DEDUCTIO	15.00		
036350	IOWA DEPT OF HUMAN SERVICES		09/15/2016	Regular	0.00	1,890.70	125833
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0001553	Invoice	09/15/2016	CHILD SUPPORT		0.00	1,890.70	
	010-2011300	CHILD SUPPORT PAYABLE		CHILD SUPPORT	1,616.70		
	510-2011300	CHILD SUPPORT PAYABLE		CHILD SUPPORT	136.13		
	520-2011300	CHILD SUPPORT PAYABLE		CHILD SUPPORT	137.87		
036740	COMMUNICATIONS WORKERS OF AMERICA		09/15/2016	Regular	0.00	893.21	125834

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0001556	Invoice	09/15/2016	CWA LOCAL 7102 UNION DUES		0.00	893.21	
	010-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	426.39		
	060-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	107.42		
	510-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	68.93		
	520-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	96.50		
	540-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	134.09		
	560-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	34.60		
	570-2014100		CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES	25.28		
099999	EFTPS		09/15/2016	Regular	0.00	76,683.18	125835
INV0001574	Invoice	09/15/2016	FICA TAX WITHHOLDING		0.00	35,463.24	
	010-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	27,105.62		
	060-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	1,688.68		
	510-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	1,205.16		
	520-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	1,494.62		
	540-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	1,977.30		
	560-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	341.90		
	570-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	559.64		
	750-2010300		FICA TAX WITHHOLDING	FICA TAX WITHHOLDING	1,090.32		
INV0001575	Invoice	09/15/2016	FEDERAL WITHHOLDING TAXES		0.00	32,872.50	
	010-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	25,135.78		
	060-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	1,714.85		
	510-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	1,138.63		
	520-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	1,700.06		
	540-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	1,644.79		
	560-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	444.40		
	570-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	659.50		
	750-2010200		FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES	434.49		
INV0001576	Invoice	09/15/2016	MEDICARE TAX WITHHOLDING		0.00	8,347.44	
	010-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	6,392.86		
	060-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	394.92		
	510-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	281.88		
	520-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	349.50		
	540-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	462.44		
	560-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	79.96		
	570-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	130.88		
	750-2010400		MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING	255.00		
133560	MEALS FROM THE HEARTLAND		09/15/2016	Regular	0.00	97.58	125836
INV0001561	Invoice	09/15/2016	MEALS FROM HEARTLAND DEDUCTION		0.00	97.58	
	010-2030000		PAYROLL PAYABLES	MEALS FROM HEARTLAND DED	79.79		
	510-2030000		PAYROLL PAYABLES	MEALS FROM HEARTLAND DED	1.04		
	520-2030000		PAYROLL PAYABLES	MEALS FROM HEARTLAND DED	2.50		
	540-2030000		PAYROLL PAYABLES	MEALS FROM HEARTLAND DED	10.00		
	560-2030000		PAYROLL PAYABLES	MEALS FROM HEARTLAND DED	4.25		
206800	TOTAL ADMINISTRATIVE SERVICES CORP		09/15/2016	Regular	0.00	4,260.31	125837

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0001566	Invoice	09/15/2016	SECTION 125 MEDICAL DEDUCTIONS		0.00	2,409.50	
	010-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		1,772.01		
	060-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		10.41		
	510-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		100.00		
	520-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		104.17		
	540-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		183.33		
	560-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		41.67		
	570-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		125.00		
	750-2030000	PAYROLL PAYABLES	SECTION 125 MEDICAL DEDUCTI		72.91		
INV0001567	Invoice	09/15/2016	SECTION 125 DAYCARE DEDUCTIONS		0.00	1,850.81	
	010-2030000	PAYROLL PAYABLES	SECTION 125 DAYCARE DEDUCT		1,642.48		
	560-2030000	PAYROLL PAYABLES	SECTION 125 DAYCARE DEDUCT		208.33		
213250	UNITED WAY CENTRAL IOWA	09/15/2016		Regular	0.00	203.38	125838
INV0001558	Invoice	09/15/2016	UNITED WAY DEDUCTION		0.00	203.38	
	010-2030000	PAYROLL PAYABLES	UNITED WAY DEDUCTION		176.79		
	510-2030000	PAYROLL PAYABLES	UNITED WAY DEDUCTION		9.39		
	520-2030000	PAYROLL PAYABLES	UNITED WAY DEDUCTION		9.99		
	560-2030000	PAYROLL PAYABLES	UNITED WAY DEDUCTION		7.21		
233050	WAUKEE PUBLIC LIBRARY FRIENDS FOUNDATIC	09/15/2016		Regular	0.00	25.61	125839
INV0001562	Invoice	09/15/2016	LIBRARY FRIENDS FOUNDATION PAYROLL		0.00	25.61	
	010-2030000	PAYROLL PAYABLES	LIBRARY FRIENDS FOUNDATION		21.03		
	510-2030000	PAYROLL PAYABLES	LIBRARY FRIENDS FOUNDATION		1.04		
	520-2030000	PAYROLL PAYABLES	LIBRARY FRIENDS FOUNDATION		2.50		
	560-2030000	PAYROLL PAYABLES	LIBRARY FRIENDS FOUNDATION		1.04		
099999	EFTPS	09/20/2016		Regular	0.00	8.44	125954
INV0001590	Invoice	09/20/2016	FICA TAX WITHHOLDING		0.00	6.84	
	750-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		6.84		
INV0001591	Invoice	09/20/2016	MEDICARE TAX WITHHOLDING		0.00	1.60	
	750-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		1.60		

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	9	0.00	88,532.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	17	**9**	**0.00**	**88,532.80**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2016	88,532.80
			88,532.80

PERIOD: 9/14/2016 THRU 9/28/2016
ZONE: * - All Zones
REVENUE CODE: All
ADJUSTMENT CODES: All

ACCOUNT NO#	NAME	DATE	TYPE	AMOUNT	REFERENCE	PACKET	RECEIPT ADJ
01-03203-12	PATRICK, SASHA	9/22/2016	RF-CK	68.50	REFUND CK: 125968	19123	
01-54401-02	MICKLE, TERRY	9/22/2016	RF-CK	154.48	REFUND CK: 125969	19123	
16-00051-00	GRAYHAWK HOMES OF IOWA INC	9/22/2016	RF-CK	449.06	REFUND CK: 125970	19123	
16-00052-00	GRAYHAWK HOMES OF IOWA INC	9/22/2016	RF-CK	510.30	REFUND CK: 125971	19123	
16-00057-00	GRAYHAWK HOMES OF IOWA INC	9/22/2016	RF-CK	362.53	REFUND CK: 125972	19123	
16-00144-00	GENESIS HOMES	9/22/2016	RF-CK	27.14	REFUND CK: 125973	19123	
83-00496-02	LAKE, MICHAEL/MARILYN	9/22/2016	RF-CK	347.43	REFUND CK: 125974	19123	
84-00034-04	ECO ADVANTAGE	9/22/2016	RF-CK	2.00	REFUND CK: 125975	19123	
84-00047-02	REED, LINDSEY A	9/22/2016	RF-CK	5.28	REFUND CK: 125976	19123	
84-00396-01	HARROP, J. PHIL / HEIDI	9/22/2016	RF-CK	6.45	REFUND CK: 125977	19123	
84-00549-00	PRESSURE POINT CLEANERS	9/22/2016	RF-CK	317.38	REFUND CK: 125978	19123	
84-00556-00	PRESSURE POINT CLEANERS	9/22/2016	RF-CK	310.90	REFUND CK: 125979	19123	
84-01001-01	STAMPS, JASON A	9/22/2016	RF-CK	6.09	REFUND CK: 125980	19123	
84-02135-01	SEVIER, JOSHUA	9/22/2016	RF-CK	120.36	REFUND CK: 125981	19123	
84-02435-01	STEENSEN, TROY	9/22/2016	RF-CK	1.80	REFUND CK: 125982	19123	
84-02968-03	PLAISANCE, LARA	9/22/2016	RF-CK	71.05	REFUND CK: 125983	19123	
85-00069-01	PELLEYMOUNTER, CRYSTAL	9/22/2016	RF-CK	100.00	REFUND CK: 125984	19123	
85-00142-03	NILLES, ADAM J	9/22/2016	RF-CK	72.61	REFUND CK: 125985	19123	
85-00177-04	SIMON, AARON T	9/22/2016	RF-CK	100.00	REFUND CK: 125986	19123	
85-00184-03	VANGINKEL, JOHN C	9/22/2016	RF-CK	45.22	REFUND CK: 125987	19123	
85-00702-01	MCVAY, KADI L	9/22/2016	RF-CK	7.63	REFUND CK: 125988	19123	
85-00741-01	CLEM, SCOTT	9/22/2016	RF-CK	71.76	REFUND CK: 125989	19123	
85-00827-00	HUBBELL HOMES LC	9/22/2016	RF-CK	60.46	REFUND CK: 125990	19123	
85-01155-00	HALE DEVELOPMENT CO LLC	9/22/2016	RF-CK	235.50	REFUND CK: 125991	19123	
85-01156-00	HALE DEVELOPMENT CO LLC	9/22/2016	RF-CK	87.29	REFUND CK: 125992	19123	

PERIOD: 9/14/2016 THRU 9/28/2016
ZONE: * - All Zones
REVENUE CODE: All
ADJUSTMENT CODES: All

ACCOUNT NO#	NAME	DATE	TYPE	AMOUNT	REFERENCE	PACKET	RECEIPT ADJ
85-01414-00	GRAYHAWK HOMES OF IOWA INC	9/22/2016	RF-CK	48.14	REFUND CK: 125993	19123	

PERIOD: 9/14/2016 THRU 9/28/2016
ZONE: * - All Zones
REVENUE CODE: All
ADJUSTMENT CODES: All

D

D A I L Y D I S T R I B U T I O N

DAY	REVENUE CODE	TYPE	COUNT	AMOUNT	TYPE	COUNT	AMOUNT	TYPE	COUNT	AMOUNT
22	999 - REFUND	RF-CK	26	3,589.36						
								DAY TOTAL		3,589.36

GRAND TOTAL FOR PERIOD	3,589.36
DEPOSIT TOTAL FOR PERIOD	0.00

E

City of Waukee, IA

Publication Report

By Employee Name

Payroll Set: 01 - City of Waukee

For Date Range 09/01/2016-09/15/2016

Employee Name	Salary
ADKINS, COREY	$1,233.42
ALDRICH, SHAWN	$1,529.79
APPLE, WILLIAM	$674.40
ARIAS, HECTOR	$2,179.33
ARMSTRONG, BRETT	$1,551.26
BAKER, RANDY	$1,625.61
BARTLING, DARREL	$105.12
BAUMAN, LISA	$1,225.44
BERG, BROOKE	$218.57
BERGMAN, ANNASTASIA	$392.49
BOHARDT, HAZEL	$418.93
BRUNS, RACHEL	$1,672.77
BURKHART, LINDA	$2,730.52
BUSH, COURTNEY	$1,086.70
CAMPBELL, JUDY	$485.69
CAMPBELL, SCOTT	$2,261.96
CASEY, MARK	$357.99
CHUMBLEY, JESSE	$738.27
CICHOSKI, KELLI	$1,562.48
CLEMEN, ANTHONY	$842.25
CORKREAN, JENNIFER	$1,675.18
COUCHMAN, KENNETH	$120.29
CRAVEN, GAYLA	$46.45
CUNNINGHAM, DEANA	$515.73
CUNNINGHAM, SCOTT	$2,158.25
DANIEL, COLE	$771.27
DAVIS, BRIAN	$664.91
DEBOER, MELISSA	$1,605.19
DEETS, BRADLY	$2,900.55
DEZEEUW, DAVID	$2,866.55
DODGE, JUSTIN	$1,785.17
DUNBAR, DIANA	$998.11
DUTCHER, DAN	$3,211.04
EASTMAN, DAVID	$390.61
EASTRIDGE, GARY	$337.44
EDWARDS, DANAE	$1,507.12
ELDRIDGE, MALLORY	$648.22
ELLIOTT, STEVE	$1,728.53
EVANS, SUMMER	$2,014.41
EVERMAN, MASON	$399.81
FLUGGE-SMITH, JAMIE	$1,571.90
FORRET, DENNIS	$448.08
FREDERICK, JUSTIN	$1,901.26
FROEHLICH, WILLIAM	$562.61
GIBSON, JOHN	$3,603.14
GITZEN, ROBERT	$2,111.65
GODWIN, EDWARD	$588.64
GROVE, BRIAN	$369.32
HANSON, ANTHONY	$2,229.06
HARDIN, THOMAS	$97.09
HARRISON, BRIAN	$392.49
HASKINS, STACEY	$1,209.26
HEIMANN, RONALD	$2,107.90
HENTGES, ERIC	$736.51
HERR, JENNA	$1,422.00
HERRICK, ROBERT	$1,735.44
HILGENBERG, ADAM	$1,664.05

E

Employee Name	Salary
HOLDEN, PATRICIA	$2,682.79
HOPTON, SIMONE	$104.93
HUGHES, RACHELLE	$391.27
HUSTED, TROY	$1,561.70
HUTTON, JOSHUA	$702.14
IRWIN, BRENT	$198.03
JERMIER, MATTHEW	$2,594.36
JONES, KACIE	$161.03
KASS, ANDREW	$2,108.31
KASZINSKI, BRETT	$941.40
KELLER, CHRISTOPHER	$1,611.47
KERR, JACOB	$1,403.73
KESSLER, MATTHEW	$1,710.82
KIES, SUSAN	$1,480.85
KOESTER, EVAN	$2,722.36
LARSON, KENNETH	$413.47
LARSON, KRISTINE	$2,433.54
LAUGHRIDGE, DANIEL	$1,515.67
LAWS, MICHAEL	$1,127.46
LEMKE, NEIL	$1,120.92
LILLIE, SCOTT	$1,622.73
LONG, JEREMY	$2,223.79
LOVE, WILLIAM	$83.11
LYNCH, JEREMY	$864.00
LYNCH, SHANNON	$1,454.28
LYON, LARRY	$393.55
MANNING, JOSHUA	$1,919.95
MAPES, TROY	$2,598.36
MCCLINTIC, JAMES	$1,068.73
MCKERN, DOUGLAS	$567.46
MEDDERS, BRETT	$1,366.14
MELLENCAMP, JEFFREY	$2,228.18
MESCHER, MATTHEW	$214.88
MINIKUS, JOSHUA	$1,625.89
MOERMAN, TIMOTHY	$3,858.74
MURRA, BRIAN	$1,719.11
NICELY-GREEN, CODY	$313.49
NITZEL, NICOLE	$552.33
OAKLEY, JON	$1,825.20
OLSEN, KARI	$1,442.64
OSTRING, KATHLEEN	$1,380.01
PARISH, TONJA	$1,510.05
PARKER, SUSAN	$288.02
PEARD, WILLIAM	$492.27
PELLETTERI, SALVATORE	$230.82
PERDRIAU, MARIE	$67.96
PETERSON, KATIE	$1,170.85
PETERSON, OREN	$1,875.87
PETERSON, RICK	$393.55
PETTIT, BRANDON	$1,763.08
PINEGAR, TOMMIE	$681.76
PIZINGER, JAMES	$697.07
POSADAS, OSCAR	$340.73
PUDENZ, DANIELLE	$29.03
PURVIS, KATHRYN	$1,205.51
QUINN, JOHN	$2,716.64
RASH, RONALD	$1,674.82
RICHARDSON, ELIZABETH	$1,643.72
RICHTER, ALICIA	$25.60
RIPPERGER, TRACY	$170.05
ROBINSON, CLINT	$3,093.99
ROYER, TIMOTHY	$2,697.76
ROYSTER, JACOB	$1,309.78
SCHAUFENBUEL, KARI	$689.44

E

Employee Name	Salary
SCHETTLER, RODNEY	$2,236.28
SCHUETT, REBECCA	$2,176.35
SEDDON, JOSH	$157.30
SHARON, JEREMIAH	$1,359.08
SKELLENGER, AMANDA	$91.79
SNELSON, NATHANIEL	$256.63
SOFEN, NATASHA	$34.56
SPOSETO, MACKENZIE	$2,181.54
SPRAGUE, JEREMY	$305.97
SPRAGUE, MATTHEW	$1,790.78
STAROSELSKY, GALENA	$810.43
STEINKE, KURT	$305.84
STEWARD, ERIC	$1,766.23
STOTZ, MELISSA	$605.27
SUMMY, KENNETH	$841.74
TETMEYER, CARL	$107.30
THAYER, CHANDLER	$700.93
THOMAS, JULIE	$151.55
TUEL, JASON	$412.20
TYSDAL, THOMAS	$2,277.92
VAN PELT, ROBERT	$208.34
VANDE KAMP, JOSHUA	$1,563.42
VOEGTLE, TIMOTHY	$1,642.92
VOKES, LARRY	$1,700.75
WALLACE, ERIC	$2,039.34
WASKE, CHARLES	$1,814.68
WAUGH, DOUGLAS	$698.47
WAYCASTER, SAVANNAH	$182.61
WERNIMONT, THOMAS	$357.47
WERTS, DANIEL	$2,191.06
WESTON STOLL, KERI	$1,498.27
WHITE, JASON	$1,342.55
WHITE, LEAH	$1,109.66
WIGGINS, MATHEW	$1,816.80
WILSON, JODY	$1,031.94
WINTERS, TROY	$1,829.04
WISE, NATHAN	$2,364.61
WOOD, DANIEL	$1,228.96
WRIGHT, PAUL	$760.03
YATES, CASSANDRA	$577.57

Waukee
THE KEY TO GOOD LIVING

WAUKEE CITY COUNCIL MINUTES
September 19, 2016

(A) Call to Order – The regular meeting of the Waukee City Council was called to order by Mayor Peard at 5:30 p.m. in the Council Chambers at Waukee City Hall, 230 W. Hickman Rd.

(B) Pledge of Allegiance

(C) Roll Call – The following members were present: Mayor William F. Peard; Council Members Anna Bergman, Shelly Hughes, Larry R. Lyon, Rick Peterson. Absent: Council Member Brian Harrison.

Also present: City Administrator Tim Moerman, Finance Director Linda Burkhart, Development Services Director Brad Deets, Public Works Director John Gibson, Community and Economic Development Director Dan Dutcher, Human Resource Director Patty Holden, Marketing and Communications Director Summer Evans, Chief John Quinn, City Clerk Rebecca D. Schuett, City Attorney Pat Burk.

(D) Open Forum – Ben and Shelley Twigg, 565 Spyglass Ln., read a statement regarding their home-based business for private swimming lessons. They stated that there had been a formal complaint, but that they had done their research prior to launching the business and that City staff found them to be compliant, except for the number of employees that do not live at the home. The Twiggs stated that they use independent contractors as swim coaches for special needs children, but that those contractors are not employees. They asked the council to revisit the interpretation of employees and independent contractors. Mayor Peard replied that the council would need to research the matter prior to any possible action; City Administrator Moerman added that City staff will review the matter prior to a 10/10 work session discussion with the council. Council Member Hughes thanked the Twiggs for explaining their business operations.

(E) Agenda Approval – Council Member Peterson moved to approve the agenda, tabling item G1 until the 10/03 regular meeting; seconded by Council Member Lyon. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.

(F) Mayor's Report – Waukee was officially recognized as a Home Base Iowa community at a 09/15 ceremony attended by Gov. Branstad and Lt. Gov. Reynolds. On 09/15, Mayor Peard and City Administrator Moerman will attend the Mayor/City Manager lunch meeting. The City is currently taking applications from residents interested in appointment to a citizen board or commission.

(G) Presentations:

1) **TABLED**
2) **Waukee Park Board report** – Report made by Park Board Member Ethan Owens.

(H) Public Hearings:

1) **On the disposal of real property by sale to Hubbell Realty Company** – Mayor Peard opened the public hearing and asked if any written correspondence had been received; City Clerk Schuett replied in the negative. Development Services Director Deets discussed the proposed sale, noting that the sale was referenced in a previously-approved development agreement with Hubbell Realty Company for Westown Pkwy. improvements. $340,000 is offered by Hubbell to purchase the approximately 10-acre property, which City staff believes is a market value price. No comments were made by the public present.

(I) Public Hearing Action Items:

1) **Resolution: *Consideration of approval of Purchase Agreement between the City of Waukee, Iowa, and Hubbell Realty Company*** – Council Member Lyon moved to approve the resolution; seconded by Council Member Peterson. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-402)

(J) Action Items

1) Consent Agenda: Council Member Lyon moved to approve the Consent Agenda; seconded by Council Member Bergman. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.

A. Consideration of approval of 09/19/2016 Bill List; 08/31/2016 Payroll:

CHECKS ISSUED PRIOR TO COUNCIL APPROVAL 09/19/2016:

CITY OF WAUKEE	HEALTH INSURANCE DEDUCTION	$5,115.89
COMMUNICATIONS WORKERS OF AMERICA	CWA LOCAL 7102 UNION DUES	893.21
DEFOREST, AMIE N	UTILITY REFUNDS	87.50
DESTINY HOMES	UTILITY REFUNDS	624.53
DORAN, LINDSAY	UTILITY REFUNDS	30.29
DUMSTORFF, BRIAN	UTILITY REFUNDS	162.51
EFTPS	FICA TAX WITHHOLDING	83,548.77
FLYNN DEVELOPMENT CO INC	UTILITY REFUNDS	27.14
GRAVES, WILLIAM/CATHERI	UTILITY REFUNDS	188.91
GRAYHAWK HOMES OF IOWA INC	UTILITY REFUNDS	90.26
GRAYHAWK HOMES OF IOWA INC	UTILITY REFUNDS	273.91
GREENLAND HOMES	UTILITY REFUNDS	27.14
GREENLAND HOMES	UTILITY REFUNDS	25.64
GREENLAND HOMES	UTILITY REFUNDS	36.96
HALLINAN, KELLY	UTILITY REFUNDS	57.03
HANSEN, NATALIE	UTILITY REFUNDS	47.46
HOWARD, ERIC A	UTILITY REFUNDS	35.95
ICMA RETIREMENT TRUST 457	ICMA RETIREMENT	5,774.37
IOWA DEPT OF HUMAN SERVICES	CHILD SUPPORT	1,890.70
IPERS	IPERS DEDUCTIONS	91,238.42
MAPLE GROVE PLACE, LLC	UTILITY REFUNDS	18.01
MCFARLAND, JEREMY W	UTILITY REFUNDS	37.29
MEALS FROM THE HEARTLAND	MEALS FROM HEARTLAND DEDUCTION	100.08
SIMON, ERIC	UTILITY REFUNDS	50.37
SIRANNARAYANA, DHULIPUDI	UTILITY REFUNDS	117.41
TIGGES, ROBERT M	UTILITY REFUNDS	86.41
TOTAL ADMINISTRATIVE SERVICES CORP	SECTION 125 MEDICAL DEDUCTIONS	4,364.47
TREASURER STATE OF IOWA	STATE WITHHOLDING TAXES	28,112.62
UNITED WAY CENTRAL IOWA	UNITED WAY DEDUCTION	205.88
WATSON, LARRY	UTILITY REFUNDS	19.39
WAUKEE PUBLIC LIBRARY FRIENDS FOUNDATION	LIBRARY FRIENDS FOUNDATION PAYROLL CONTRIBUTION	29.61
WITT, MINDY L	UTILITY REFUNDS	43.87
DES MOINES WATER WORKS	SEPTEBER '16 WATER REV BOND PMT	27,674.59
IOWA BEVERAGE SYSTEMS	BEER DELIVERY	263.00
SUGAR CREEK GOLF COURSE	LEAGUE PRIZES	360.00
ACCESS SYSTEMS LEASING	COPIER/PRINTER LEASE	145.83
IOWA BEVERAGE SYSTEMS	BEER DELIVERY	157.80
SUGAR CREEK GOLF COURSE	LEAGUE PRIZES	360.00
TREASURER STATE OF IOWA	AUG '16 WATER SALES TAXES	24,250.46
TREASURER STATE OF IOWA	AUG '16 SEWER SALES TAXES	2,451.14
TREASURER STATE OF IOWA	AUG '16 GAS SALES TAXES	957.40
TREASURER STATE OF IOWA	AUG '16 GOLF COURSE SALES TAXES	2,595.24
TREASURER STATE OF IOWA	AUG '16 PARK & REC SALES TAXES	50.62
TREASURER STATE OF IOWA	AUG '16 STORM WATER SALES TAXES	1,438.05
TOTAL		*$284,066.13*

UNPAID BILLS PRESENTED FOR APPROVAL 09/19/2016:

ABCREATIVE	SWINGS/BENCHES	3,773.00
ADEL AUTO PARTS	AC BELT/DRIVE BELT/FILTERS	449.11
ALADTEC	ANNUAL SUBSCRIPTION OCT '16- OCT '17	1,613.00
ALLIANCE CONNECT	SEPTEMBER '16 STATEMENT	49.00
AMERICAN TEST CENTER, INC	ANNUAL SAFETY INSPECTION TRUCK/CRANE	820.00
AMERITAS LIFE INSURANCE COMPANY	SEP '16 VISION INSURANCE PREMIUM	1,914.12
ANKENY SANITATION	SEPTEMBER '16 STATEMENT	82,426.75
ANNE ENDERLIN	REFUND FOR SOCCER/SPANISH	80.00
ARNOLD MOTOR SUPPLY	BED LINER KT/GRAVITEX GUN/SEAM SEALER	259.68
BAX SALES, INC	LIMITERS/HARNESS/RESPIRATOR/SIGNS	1,119.19
BEIQUAN CAO	THERMOSTAT REBATE	30.00
BEST PORTABLE TOILETS, INC.	TOILET RENTALS	280.00
BILL RHINER'S PLUMBING	CLEANED/ADJUSTED TOILET IN WOMAN'S RESTROOM	155.50
BOOKPAGE	SUBSCRIPTION OCT '16 - SEPT 17	300.00
BORDER STATES ELECTRIC SUPPLY	W-20LT METER GASKET	44.00
BRICK GENTRY BOWERS SWARTZ	AUGUST '16 STATEMENT	19,022.50
BSN SPORTS	YOUTH SOCCER- LITTLE KICKERS	228.16
BUSINESS PUBLICATIONS	LAND IN WAUKEE AD	1,175.00
CAPITAL CITY EQUIPMENT COMPANY	LOADER ATTACHMENTS/REPAIR BREAKER	1,844.03
CARPENTER UNIFORM CO	VESTS-MEDDERS/EMBLEMS FOR POLICE	1,055.00
CHARLES GABUS FORD	2016 SUMMER RENTAL VAN	1,176.42
CITY OF URBANDALE	ANNUAL FIREARMS QUALIFICATION RANGE COSTS	107.14
CITY OF WAUKEE	AUGUST '16 STATEMNT	241.44
CIVIL DESIGN ADVANTAGE, LLC	PROF. SRVCS-KETTLESTONE/SOUTH MIDDLE BIKE TRAIL	1,200.00
CIVIL ENGINEERING CONSULTANTS, INC.	ENGINEERING FOR ESKER RIDGE DRIVE	12,032.00
CLASSIC FLORAL & GIFTS	FLOWERS FOR NORMAN HAMMEN FUNERAL	206.00
CLAYTON ENERGY CORPORATION	AUGUST 2016 RESERVATION	15,745.95
CLIVE POWER EQUIPMENT	MOWER SN-316633255	12,159.00
CONSOLIDATED COMMUNICATIONS	SEPT '16 STATEMENT	1,801.15
CROWN TROPHY	LITTLE KICKERS MEDALS	286.35
CUMMINS CENTRAL POWER	LIFT STATION PARTS	257.61
DALLAS COUNTY RECORDER	AUGUST '16 RECORDING FEES	2,566.00
DAVIS EQUIPMENT CORPORATION	FILTERS/BEDKNIVES	447.73
DENMAN & COMPANY LLP	FY '16 AUDIT	16,000.00
DES MOINES WATER WORKS	AUGUST '16 STATEMENT	58,638.34
DETROIT INDUSTRIAL TOOL	DIAMOND BLADE ALL CUT SUPREME	206.20
DIRECTV	AUGUST '16 STATEMENT	20.13
DISCOUNT SCHOOL SUPPLY	ANGELES ACTIVITY MAT	183.99
DITCH WITCH-IOWA INC	CABLE ASSY	362.89
ED M FELD EQUIPMENT COMPANY	AIR CLEANER/WHEEL CHOC/SPREADER REPAIR	726.17
ELECTRIC PUMP & TOOL INC	BARNEY 4" GROMMET/REPAIR PUMP	177.87
ELECTRONIC ENGINEERING CO	REPAIR RADAR FUSE	97.95
EMERGENCY MEDICAL PRODUCTS, INC.	GLOVES	246.00

EMPLOYEE BENEFIT SYSTEMS	OCT '16 HEALTH INSURANCE MONTHLY PREMIUM	107,645.97
ESRI	ARCGIS SINGLE USE LICENSE	1,500.00
FAREWAY STORES, INC.	FOOD/SUPPLIES FOR SAFETY DAY/SENIOR SOCIAL/YOUTH IN PARK	237.25
FARONICS	ANTI-EXECUTABLE ENT NA PERPETUAL LICENSE/MAITENANC	773.00
FASTENAL COMPANY	GLOVES/EAR PLUGS/EYE WEAR/ROD/PARTS	584.22
FASTSIGNS	COUNCIL DISPLAY	64.10
FIRE SERVICE TRAINING BUREAU	FF2 CERTIFICATION FEES-HARDIN/OHMSTEDE/POSADS/TUEL/YATES	251.98
FLYNN WRIGHT	MEDIA CLIP SERVICE/KETTLESTONE WEB HOSTING	175.00
FULLER PETROLEUM SERVICE INC	FUEL	1,237.76
G & K SERVICES INC	MAT SERVICES	267.74
G & L CLOTHING	6" PUNCTURE ENDURANCE-HERRICK PANTS- FLUGGESMITH/VOKES	569.99
GALL'S INC	CAP/SHIRTS/PANTS-ROBINSON/LARSON/WOOD	173.95
GATEHOUSE MEDIA IOWA HOLDINGS	AUGUST '16 STATEMENT	1,137.93
GRAHAM TIRE OF DES MOINES	TIRES	310.00
GROEBNER & ASSOCIATES INC	METER	850.95
HD SUPPLY WATERWORKS	PROBE/SHUT OFF KEY/MANHOLE HOOK	122.55
HEARTLAND CO-OP	AUGUST '16 STATEMENT	7,775.92
HILLYARD INC	FLOOR SCRUBBER REPAIRS	785.76
IMAGETEK INC	RADIX SUBSCRIPTION & STORAGE	576.00
IMAGING TECHNOLOGIES	KIP-3000	278.30
INDUSTRIAL SALES COMPANY INC	BALL VALVES	2,506.09
INTERSTATE BATTERY SYSTEM	MT-24 BATTERIES	177.90
INTERSTATE POWER SYSTEMS	AIR PRMY	421.05
IOWA ASSOCIATION OF MUNICIPAL UTILITIES	CIASSO SEPT '16- NOV '16	1,731.35
IOWA COMMERCIAL REAL ESTATE EXPO	BROKERS BREAKFAST SEPT 2016	10.00
IOWA DEPT OF TRANSPORTATION	50 SIGN TUBINH 14GA	1,142.00
IOWA ONE CALL	AUGUST '16 STATEMENT	578.50
IOWA PRISON INDUSTRIES	TRAFFIC SIGNS	414.81
IOWA SIGNAL INC	ASSEMBLE & INSTALL FLASHING BEACONS/INSTALL LUMINAIRE	4,048.35
JACQUE COEN	REFUND ON PEE WEE GOLF	135.00
JIMS JOHNS	PORTABLE UNITS	139.80
KELTEK INCORPORATED	INSTALL COMPUTER/SCANNER	9,255.30
KUM & GO	AUGUST 2016 STATEMENT	1,081.30
LA CROSSE SEED	EC PROSPORTS 50#	580.00
LAVONNE MORGAN	FURNACE REBATE	75.00
LIBERTY READY MIX	CONCRETE	6,126.27
LOGAN CONTRACTORS SUPPLY INC	CHUTE BAG/ #6X1' 6" 60GR STR EC	857.60
MARTIN MARIETTA AGGREGATE, INC.	STONE	2,050.07
MCCLURE ENGINEERING CO	BLUESTEM LIFT STATION #14 IMPRVMNTS	7,005.00
MEDIACOM	SEPT '16 STATEMENT	147.85
MENARDS	TUBE/PIPE WRENCHES/GARDEN HOSE/CANS/PIP WRENCHES	201.22
MERCY SCHOOL OF EMERGENCY	CEH PROGRAM APPROVED	10.00

MERCY WEST PHARMACY	EMS MEDICATIONS	284.21
METHODIST OCCUPATIONAL HEALTH & WELLNESS	DRUG SCREENINGS/VACCINES	888.05
MID AMERICAN ENERGY	AUGUST '16 STATEMENT	29,578.58
MIDWEST BREATHING AIR, LLC	NFPA COMPLIANT QTRLY AIR TEST	126.60
MIDWEST ENVIRONMENTAL SERVICES, INC	WASTEWATER SAMPLE ANALYSIS	1,950.00
MOBILE VISION	BALANCE ON INV 0242567-IN	3,923.00
MOBOTREX, INC	BEACON/LIGHTBAR/SIGNS	6,864.00
MULCH MART	PLAY MAT CERTIFIED	2,092.50
MUNICIPAL SUPPLY, INC.	CLAMP/METER/CONNECTOR/BACKFLOW PREVENTION	2,538.50
MYTOWN MAGAZINES	MY WAUKEE AD PAGES	1,200.00
NIKE USA INC	NIKE FI BERMUDA	82.63
ODEYS INC	BALL FIELD PAINT	368.60
OFFICE DEPOT	PLATES/FRAME/PAPER TOWELS/STORAGE CONTAINERS/SUPPLIES	647.27
O'HALLORAN INTERNATIONAL, INC.	MOTOR STARTING 12V/GAUGE/SEAL KIT/ABSORBER SHOCK	1,024.31
OLD REPUBLIC SURETY COMPANY	EMPLOYEE DISHONESTY BOND	4,709.00
ORKIN PEST CONTROL	PEST CONTROL SRVCS	169.69
P & W GOLF SUPPLY LLC	SLOTTED TOKENS/COIN MERCH CLIPS & SCREWS	306.84
PEPSI	POP/WATER	981.44
PITNEY BOWES	JULY '16 STATEMENT	5,289.98
PLUMB SUPPLY COMPANY	BLK MALLEABLE CPLG/BLACK TEE	176.76
PRESTON WILMES	LIQUOR LICENSE REFUND	422.50
R & R PRODUCTS INC	LAPPING COMPOUND/GLOVES	249.60
RJ LAWN SERVICE INC	NORTHVIEW PROPERTY CLEAN UP/LAWN SERVICES	992.50
RJTHOMAS MFG CO INC	BENCH WRB PORT	746.00
ROY'S TOWING AND RECOVERY	TOW FIRE VEHICLE TO STIVERS	125.00
S & H ELECTRIC INC	39-MT 12-VOLT	225.00
SAM'S CLUB	SEPTEMBER '16 STATEMENT	131.46
SHIVE HATTERY INC.	WESTOWN PKWY/R22 INTERSECION IMPRVMNTS	2,924.03
SIGNS NOW	NAME PLATE COVERS - COUNCIL	200.00
SNYDER & ASSOCIATES INC	CITY CONSTRUCTION INSPECTION SRVCS/TRAFFIC ENGINEERING	22,227.38
STIVERS FORD	COOLANT LEAK REPAIR/REPLACE FUEL PUMP	496.83
STRAUSS SAFE AND LOCK CO	STOREROOM MORTICE LOCK	504.70
SUPREME INTERNATIONAL LLC	POLOS- GOLF COURSE	122.58
THE WALDINGER CORP	REPAIR BLOWER MOTOR/UNPLUG DRAIN	258.32
ULTRAMAX	AMMUNITION	5,544.00
UNPLUGGED WIRELESS	SPARE PAGER BATTERIES	88.00
UTILITY SAFETY AND DESIGN INC.	AUGUST 2016 RETAINER FEES	175.00
VAN METER INDUSTRIAL INC	3M 35-YELLOW/WIRECONN	39.60
VAN-WALL EQUIPMENT INC	WHEEL/TOGGLE	156.83
VEENSTRA & KIMM INC	AUGUST '16 STATEMENT	80,539.84
WAUKEE AREA ARTS COUNCIL	FY '17 SUPPORT	15,000.00
WAUKEE HARDWARE & VARIETY	AUGUST '16 STATEMENT	860.89
WD DESIGNS	FALL GIRLS SOFTBALL SHIRTS/ SHORTS-HUSTED	1,202.45
WEST DES MOINES WATER WORKS	SEPTEMBER '16 WATER TOWER RENT	729.00
ZIMCO SUPPLY CO	CHEMICALS	1,965.50

TOTAL *$604,666.17*

PAYROLL 08/31/2016:

ADKINS, COREY	$1,350.64
ALDRICH, SHAWN	1,659.44
APPLE, WILLIAM	917.91
ARIAS, HECTOR	1,978.28
ARMSTRONG, BRETT	1,761.20
BAKER, RANDY	1,885.18
BARTLING, DARREL	221.55
BAUMAN, LISA	1,329.86
BAUMAN, MAXWELL	279.29
BEHRENS, SARAH	70.90
BERG, BROOKE	397.69
BOHARDT, HAZEL	317.95
BRUNS, RACHEL	1,820.27
BURKHART, LINDA	2,786.68
BUSH, COURTNEY	896.67
CAMPBELL, JUDY	539.23
CAMPBELL, SCOTT	2,325.54
CASEY, MARK	366.82
CHUMBLEY, JESSE	846.14
CICHOSKI, KELLI	1,548.64
CLAYTON, KRISTIN	90.28
CLEMEN, ANTHONY	1,767.25
CORKREAN, JENNIFER	1,864.73
COUCHMAN, KENNETH	83.03
CRAVEN, GAYLA	112.65
CUNNINGHAM, DEANA	630.85
CUNNINGHAM, SCOTT	2,158.25
DANIEL, COLE	859.64
DAVIS, BRIAN	332.03
DEBOER, MELISSA	1,811.45
DEETS, BRADLY	3,037.17
DEZEEUW, DAVID	2,269.81
DODGE, JUSTIN	1,917.04
DUNBAR, DIANA	1,081.49
DUTCHER, DAN	3,470.24
EASTMAN, DAVID	692.34
EDWARDS, DANAE	907.12
ELDRIDGE, MALLORY	600.32
ELLIOTT, STEVE	1,728.53
EVANS, SUMMER	2,036.01
FLUGGE-SMITH, JAMIE	1,838.14
FORRET, DENNIS	652.08
FREDERICK, JUSTIN	1,882.53
FROEHLICH, WILLIAM	494.95
GIBSON, JOHN	3,273.66
GITZEN, ROBERT	1,913.79
GODWIN, EDWARD	530.73
GRANZOW, ERIC	354.62
GROVE, BRIAN	270.34
HANSON, ANTHONY	3,117.94
HANSON, LAURA	416.63
HARDIN, THOMAS	53.56

HASKINS, STACEY	1,408.16
HEIMANN, RONALD	2,288.13
HENTGES, ERIC	805.94
HERR, JENNA	1,552.26
HERRICK, ROBERT	2,039.68
HILGENBERG, ADAM	1,742.03
HOLDEN, PATRICIA	2,537.74
HOPTON, SIMONE	169.50
HUSTED, TROY	1,670.91
IRWIN, BRENT	126.70
JENSEN, CHAD	565.92
JERMIER, MATTHEW	2,727.20
JONES, KACIE	136.08
KASS, ANDREW	2,169.95
KASZINSKI, BRETT	755.56
KELLER, CHRISTOPHER	1,961.88
KERR, JACOB	1,652.98
KESSLER, MATTHEW	1,784.40
KIES, SUSAN	1,624.64
KOESTER, EVAN	1,824.80
LARSON, KRISTINE	2,504.16
LAUGHRIDGE, DANIEL	1,621.30
LAWS, MICHAEL	1,243.90
LEMKE, NEIL	1,245.33
LILLIE, SCOTT	1,604.54
LONG, JEREMY	2,251.75
LOVE, WILLIAM	83.11
LYNCH, JEREMY	950.40
LYNCH, SHANNON	1,503.60
MANNING, JOSHUA	1,929.71
MAPES, TROY	2,598.36
MCCLINTIC, JAMES	1,280.61
MCKERN, DOUGLAS	725.13
MEDDERS, BRETT	1,385.57
MELLENCAMP, JEFFREY	2,524.50
MESCHER, MATTHEW	267.28
MICKELSON, EMILY	47.82
MILLER, LINDSAY	58.18
MINIKUS, JOSHUA	1,849.69
MOERMAN, TIMOTHY	4,092.02
MURRA, BRIAN	1,889.21
NICELY-GREEN, CODY	457.56
NITZEL, NICOLE	872.58
NORTON, PATRICK	287.38
OAKLEY, JON	1,984.97
OLSEN, KARI	1,821.18
OSTRING, KATHLEEN	1,490.94
PARISH, TONJA	1,522.73
PARKER, SUSAN	401.02
PELLETTERI, SALVATORE	272.15
PETERSON, KATIE	1,277.71
PETERSON, OREN	2,023.47
PETTIT, BRANDON	1,910.81
PINEGAR, TOMMIE	1,400.94
PIZINGER, JAMES	805.29

POSADAS, OSCAR	525.73
PUDENZ, COLE	127.37
PURVIS, KATHRYN	1,302.07
QUINN, JOHN	2,747.75
RASH, RONALD	1,943.66
RICHARDSON, ELIZABETH	1,832.18
RIPPERGER, TRACY	224.30
ROBINSON, CLINT	3,093.99
ROOSE, NOAH	279.29
ROTHMEYER, KYLE	338.01
ROYER, TIMOTHY	2,697.76
ROYSTER, JACOB	1,500.93
SCHAUFENBUEL, KARI	1,090.40
SCHETTLER, RODNEY	2,077.21
SCHUETT, REBECCA	2,196.41
SEDDON, JOSH	157.30
SHARON, JEREMIAH	1,701.45
SLAYBAUGH, GARRETT	465.02
SNELSON, NATHANIEL	296.05
SOUKUP, JESSICA	87.12
SPOSETO, MACKENZIE	2,343.04
SPRAGUE, JEREMY	529.47
SPRAGUE, MATTHEW	2,176.08
STAROSELSKY, GALENA	995.13
STEINKE, KURT	476.81
STEWARD, ERIC	1,913.18
STOTZ, MELISSA	317.75
SUMMY, KENNETH	75.54
TETMEYER, CARL	213.01
THAYER, CHANDLER	807.60
THOMAS, JULIE	345.39
TUEL, JASON	384.01
TYSDAL, THOMAS	2,277.92
VAN PELT, ROBERT	472.76
VANDE KAMP, JOSHUA	1,573.42
VOEGTLE, TIMOTHY	1,525.23
VOKES, LARRY	2,039.88
WALLACE, ERIC	1,924.40
WASKE, CHARLES	1,975.01
WAUGH, DOUGLAS	951.32
WAYCASTER, SAVANNAH	182.61
WERTS, DANIEL	2,193.51
WESTON STOLL, KERI	1,498.27
WHITE, JASON	1,554.12
WHITE, LEAH	1,346.46
WIGGINS, MATHEW	2,075.25
WILSON, JODY	1,383.21
WINTERS, TROY	1,943.61
WISE, NATHAN	2,430.18
WOOD, DANIEL	848.79
WRIGHT, PAUL	860.78
YATES, CASSANDRA	442.73
TOTAL	*$208,038.91*

B. Consideration of approval of City Council Minutes of 09/06/2016 Regular Meeting, 09/12/2016 Special Meeting
C. Consideration of approval of renewal of 12-month Special Class C Liquor License (BW) (Beer/Wine) with Sunday Sales privilege for Indian Tadka, LLC, d/b/a Indian Tadka [280 W. Hickman Road], pending proof of dram insurance
D. Consideration of approval of a resolution approving the temporary closing of Whitepine Court from Silverleaf Lane south to the terminus of the cul-de-sac on Saturday, September 24, 2016, between the hours of 5:00 p.m. and 10:00 p.m. for the purpose of a neighborhood block party (Resolution #16-403)
E. Consideration of approval of a resolution approving an additional position of Water/Wastewater Laborer, Public Works Department, Water/Wastewater Division (Resolution #16-404)
F. Consideration of approval of a resolution approving the Annual Street Finance Report, and directing the Finance Director to file the report with the Iowa Department of Transportation (Resolution #16-405)
G. Consideration of approval of Payment Estimate No. 1 to Paco Construction, LLC, for the 2016 Asphalt Overlay Project in the amount of $143,577.82
H. Consideration of approval of Payment Estimate No. 5 to Hawkeye Paving Corp. for the NE Douglas Parkway Extension Project in the amount of $12,750.04
I. Consideration of approval of Payment Estimate No. 5 to McAninch Corporation for the Westown Parkway/R-22 Intersection Improvement Project in the amount of $217,195.07
J. Consideration of approval of Payment Estimate No. 4 to J&K Contracting, LLC, for the Bluestem Lift Station No. 14 Improvement Project in the amount of $85,257.46
K. Consideration of approval of a resolution accepting public improvements [SE Waco Place/98th Street Reconstruction Project] (Resolution #16-406)
L. Consideration of approval of a resolution accepting public improvements [Painted Woods West Plat 1] (Resolution #16-407)
M. Consideration of approval of a resolution accepting public improvements [Painted Woods West Plat 2] (Resolution #16-408)
N. Consideration of approval of a resolution accepting public improvements [The Cove at Kettlestone] (Resolution #16-409)
O. Consideration of approval of a resolution accepting public improvements [Kettlestone Ridge Plat 2] (Resolution #16-410)
P. Consideration of approval of a resolution approving easements associated with South Outfall Sanitary Sewer Project [Hubbell Realty] (Resolution #16-411)
Q. Consideration of approval of a resolution accepting Quit Claim Deed [Lot A of Legacy Pointe at Waukee Plat 6 and Lot A of Legacy Pointe at Waukee Plat 5] (Resolution #16-412)
R. Consideration of approval of a motion setting October 3, 2016 as the date of public hearing on an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 [Agricultural District] to R-2 [One and Two Family Residential District] (Fox Creek Estates Plat 10)
S. Consideration of approval of a motion setting October 3, 2016 as the date of public hearing on an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 [Agricultural District] to R-2 [One and Two Family Residential District] and R-4 [Row Dwelling and Townhome Dwelling District]/PD-1 [Planned Development Overlay District] (Indi Run)
T. Consideration of approval of a motion setting October 3, 2016 as the date of public hearing on an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by amending a PD-1 [Planned Development Overlay District] (Outlot Z of Williams Pointe Plat 14)

2) Ordinance: ***Consideration of approval of an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 to R-2, a property known as the Remaining Clayton Property [second reading]*** – Council Member Peterson moved to approve the second reading of the ordinance in title only; seconded by Council Member Lyon. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.

3) **Motion:** ***Consideration of approval of Change Order No. 1 to J.R. Stelzer Company for the 3rd Street Water Tower Refurbishment Project increasing the contract in the amount of $45,440.00*** – Council Member Lyon moved to approve the change order; seconded by Council Member Peterson. Public Works Director Gibson briefly reviewed the work included in the change order. Council Member Lyon asked if the cost of improvements could be passed along to cell carriers who lease tower space for antennas; Mr. Gibson replied in the negative. Mayor Peard asked about the overall condition of the water tower; Mr. Gibson stated it was in favorable condition. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.
4) **Motion:** ***Consideration of approval of Payment Estimate No. 2 to J.R. Stelzer Company for the 3rd Street Water Tower Refurbishment Project in the amount of $204,029.13*** – Council Member Hughes moved to approve the payment estimate; seconded by Council Member Bergman. Public Works Director briefly reviewed the work included as part of the payment estimate. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.
5) **Resolution:** ***Consideration of approval of a resolution approving final plat for The Landing at Shadow Creek Plat 4*** – Council Member Bergman moved to approve the resolution; seconded by Council Member Lyon. Development Services Director Deets reviewed the plat, noting that the developer has provided a bond to the City for the remaining improvements. He added that a 3.2-acre parcel would be dedicated to the City as parkland for the future Alice Nizzi Park. Council Member Bergman asked for clarification on the proposed homeowners association; Mr. Deets replied that an existing HOA for other plats within The Landing at Shadow Creek would be amended to include Plat 4 and that the agreement pertained to detention pond maintenance. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-413)
6) **Resolution:** ***Consideration of approval of a resolution approving preliminary plat for The Village at Shadow Creek Plat 1*** – Council Member Lyon moved to approve the resolution; seconded by Council Member Peterson. Development Services Director Deets briefly reviewed the preliminary plat, final plat, and site plan applications. Council Member Lyon asked if the units were planned for sale or rent; Mr. Deets answered that the final plat showed individual lots for future sale, but the developer initially plans to rent the units. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-414)
7) **Resolution:** ***Consideration of approval of a resolution approving final plat for The Village at Shadow Creek Plat 1*** – Council Member Bergman moved to approve the resolution; seconded by Council Member Hughes. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-415)
8) **Resolution:** ***Consideration of approval of a resolution approving site plan for The Village at Shadow Creek Townhomes*** – Council Member Lyon moved to approve the resolution; seconded by Council Member Bergman. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-416)
9) **Resolution:** ***Consideration of approval of a resolution approving Firm Throughput Service Agreement with Northern Natural Gas*** – Council Member Lyon moved to approve the resolution; seconded by Council Member Peterson. Public Works Director Gibson briefly reviewed the agreement for the purchase of additional gas pipeline capacity to address current and future growth. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-417)
10) **Resolution:** ***Consideration of approval of a resolution approving Agreement for Professional Consulting Services with Snyder & Associates, Inc. [Westgate Drive/Hickman Road Intersection Improvement Project]*** – Council Member Peterson moved to approve the resolution; seconded by Council Member Lyon. Public Works Director Gibson briefly reviewed the agreement, including the project scope and schedule. Bergman

asked for clarification on the fee structure in the agreement; Mr. Gibson stated there was a "not to exceed" fee, with extra fees outlined if the City asks for work outside the scope of the project agreement. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1. (Resolution #16-418)

(K) Reports

Council Member Lyon moved to adjourn; seconded by Council Member Peterson. Ayes: All. Nays: None. Motion carried 4 – 0.
Meeting Adjourned at 6:19p.m.

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

AGENDA ITEM: J1C

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of receipt and file of 06/01/2016 correspondence from U.S. Cellular regarding Option 1 renewal of lease agreement

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: Correspondence from U.S. Cellular serving notice to the City of exercising option to renew lease agreement.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Receive and file the correspondence.

ATTACHMENTS: I. U.S. Cellular letter – 09/01/2016

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

U.S. Cellular

RECEIVED
Date 09/19/2016

September 01st, 2016

City of Waukee
Attn: City Administrator
230 Highway 6
Waukee, IA 50263-5004

VIA CERTIFIED Mail: 7016 0600 0000 4832 5534

Re: Waukee
Site #: 0760553

To Whom It May Concern:

This letter shall serve as notice that USCOC of Greater Iowa, Inc. is exercising its option to renew the Lease Agreement dated June 04th, 2012 for the first of four renewal terms (Option1) of five years. The new term will commence on April 1st, 2017 and expire on March 31st, 2022.

Please be advised that you may be contacted by one of several companies that are currently trying to acquire property upon which towers have been installed. If you are contacted by one of those companies, it would be greatly appreciated if you advise us of the situation prior to signing any agreements. We look forward to continuing our valuable business relationship with you.

Please contact me at (773) 399-7908 if you have any questions or concerns.

Sincerely,

Jaideep Dudani
Real Estate Analyst

8410 W. Bryn Mawr Ave., Chicago, IL 60631-3486 • 773 399 8900 p • uscellular.com

AGENDA ITEM: J1D

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution recognizing City Week Iowa, October 10-14, 2016

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The Iowa League of Cities encourages its member cities to recognize City Week Iowa as part of an ongoing effort to raise public awareness about the services that cities perform and to educate the public on how city government works. The City of Waukee plans to promote City Week Iowa through social media and other initiatives.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution

PREPARED BY: Becky Schuett

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

A RESOLUTION OF THE CITY OF WAUKEE RECOGNIZING CITY WEEK IOWA, OCTOBER 10-14, 2016

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, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; **AND,**

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; **AND,**

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; **AND,**

WHEREAS, City Week Iowa is a very important time to recognize the important role played by city government in our lives; **AND,**

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Iowa that they can shape and influence the level of government which is closest to the people; **AND,**

WHEREAS, the Iowa League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different informational publications and projects; **AND,**

WHEREAS, City Week Iowa offers an important opportunity to convey to all the citizens of Iowa that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF WAUKEE AS FOLLOWS:

Section 1. That the City of Waukee encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the City of Waukee encourages educational partnerships between city government and schools.

Section 3. That the City of Waukee supports and encourages all city governments to actively promote and sponsor "City Week Iowa."

Passed by the City Council of the City of Waukee, Iowa, and approved the 3rd day of October, 2016.

_____
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				

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1E

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of purchase of John Deere 1585 Snow Blower in the amount of $38,520.37 from Van Wall Equipment .

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: This snow blower purchase is to replace an older 2000 Model that is primarily used in the downtown triangle, City Hall, Library, and Public Safety buildings. City is keeping the old unit for back up and to be used at public works building. This is state bid pricing.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: This is a budgeted item at $38,000.0 road use fund.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve Purchase

ATTACHMENTS: I. Pricing from Van Wall Equipment

PREPARED BY: Tim Royer/Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

JOHN DEERE

Quote Summary

Prepared For:
City Of Waukee
1205 6th St
Waukee, IA 50263
Home: 515-707-5003

Prepared By:
Daniel Crank
Van-Wall Equipment, Inc.
10100 Dennis Drive
Urbandale, IA 50322
Phone: 515-253-9005
daniel.crank@vanwall.com

Quote Id: 14096432
Created On: 26 September 2016
Last Modified On: 27 September 2016
Expiration Date: 03 October 2016

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 1585 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	$ 43,209.41	$ 33,163.13	X	1	=	$ 33,163.13
JOHN DEERE 60" SNOWBLOWER 1400/1500	$ 5,099.00	$ 3,875.24	X	1	=	$ 3,875.24
JOHN DEERE 60" FRONT BLADE 1400/1500	$ 1,950.00	$ 1,482.00	X	1	=	$ 1,482.00
Equipment Total						**$ 38,520.37**

Quote Summary	
Equipment Total	$ 38,520.37
SubTotal	$ 38,520.37
Est. Service Agreement Tax	$ 0.00
Total	$ 38,520.37
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 38,520.37**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 14096432

JOHN DEERE 1585 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)

Hours:
Stock Number:

Suggested List
$ 43,209.41
Selling Price
$ 33,163.13

Description	Qty	Unit	Extended
1585 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	1	$ 40,951.00	$ 40,951.00
Standard Options - Per Unit			
United States and Canada	1	$ 0.00	$ 0.00
Standard Options Total			**$ 0.00**
Dealer Attachments			
Beacon Light Kit (Cab Only)	1	$ 184.76	$ 184.76
Radio Mount Kit (Cab Only)	1	$ 91.08	$ 91.08
Radio, Deere/Delco AM/FM Stereo with Clock, Front Audio Input Jack for MP3 Players, and Weatherband	1	$ 362.82	$ 362.82
50 Lb. Cast Iron Wheel Weight (1)	4	$ 101.66	$ 406.64
Mounting Hardware (1) for Attaching 72 Lb. StarterWeight and (2) 50 Lb. Cast Iron Weights on 26 In. Tire	2	$ 22.77	$ 45.54
Quik-Tatch Weight, 42 Lb.	6	$ 45.53	$ 273.18
Rear Weight Mounting Kit	1	$ 85.39	$ 85.39
Dealer Attachments Total			**$ 1,449.41**
Value Added Services Total			**$ 0.00**
Other Charges			
Freight	1	$ 609.00	$ 609.00
Setup	1	$ 200.00	$ 200.00
Other Charges Total			**$ 809.00**
Suggested Price			**$ 43,209.41**
Customer Discounts			
Customer Discounts Total		**$ -10,046.28**	**$ -10,046.28**
Total Selling Price			**$ 33,163.13**

JOHN DEERE 60" SNOWBLOWER 1400/1500

JOHN DEERE

Selling Equipment

Quote Id: 14096432

Hours:				**Suggested List**
Stock Number:				$ 5,099.00
				Selling Price
				$ 3,875.24
	Description	**Qty**	**Unit**	**Extended**
	60 In. Heavy-Duty Two-Stage Snow Blower (For 1500 TerrainCut Front Mowers, 1400/1500 Series II and Non-Series II Front Mowers)	1	$ 4,655.00	$ 4,655.00
	Standard Options - Per Unit			
	Lift Arms, Drive Shaft and Hardware	1	$ 444.00	$ 444.00
	Standard Options Total			**$ 444.00**
	Suggested Price			**$ 5,099.00**
	Customer Discounts			
	Customer Discounts Total		**$ -1,223.76**	**$ -1,223.76**
Total Selling Price				**$ 3,875.24**

JOHN DEERE 60" FRONT BLADE 1400/1500

Hours:				**Suggested List**
Stock Number:				$ 1,950.00
				Selling Price
				$ 1,482.00
	Description	**Qty**	**Unit**	**Extended**
	60 In. Heavy-Duty Hydraulic Angling Front Blade (For 1500 TerrainCut Front Mowers, 1400/1500 Series II and Non-Series II Front Mowers)	1	$ 1,732.00	$ 1,732.00
	Standard Options - Per Unit			
	Lift Arms and Hardware	1	$ 218.00	$ 218.00
	Standard Options Total			**$ 218.00**
	Suggested Price			**$ 1,950.00**
	Customer Discounts			
	Customer Discounts Total		**$ -468.00**	**$ -468.00**
Total Selling Price				**$ 1,482.00**

AGENDA ITEM: J1F

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of Payment Estimate No. 5 to Joiner Construction Co., Inc., for the Fox Creek Park Project in the amount of $46,068.00

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: 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 Waukee Staff, and Genus Landscape Architects.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $46,068.00.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Approve Payment

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:
I. Letter of Recommendation
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

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 $46,068.00 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

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: ☐ Owner ☐ Construction Mgr ☐ Architect ☐ Field ☐ Contractor ☐ 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: $ 703,792.10
2. Net of Change Orders: $ -46,068.00
3. Net Amount of Contract: $ 657,724.10
4. Total Completed & Stored to Date: $ 631,318.60
5. Retainage Summary:
   a. 5.00 % of Completed Work $ 31,566.01
   b. 5.00 % of Stored Material $ 0.00
   Total Retainage: $ 31,566.01
6. Total Completed Less Retainage: $ 599,752.59
7. Less Previous Applications: $ 509,264.84
8. Current Payment Due, This Application: $ 90,487.75
9. Contract Balance (Including Retainage): $ 57,971.51

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) _____
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: Danielle J
My Commission expires: March 8, 2018

NOTARIAL SEAL IOWA
DANIELLE JOINER
Commission No. 740593
My Comm. Expires 05-08-2018

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:

Brett Nyh. _____ Date: 9.29.16
(Architects Signature)

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APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

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 From Previous Application (D + E)	E Work Completed This Period	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)
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

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APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

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 From Previous Application (D + E)	E Work Completed This Period	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)
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

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APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

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 From Previous Application (D + E)	E Work Completed This Period	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)
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

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Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1G

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of Final Payment Estimate No. 2 to Howrey Construction for the South Middle School Bike Trail Project in the amount of $3,990.00

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: Final Payment No. 2 is for work completed and stored during the pay application period of July 28, 2016 through September 19, 2016.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $3,990.00

COMMISSION/BOARD/COMMITTEE COMMENT: Howrey Construction has requested Final Payment Estimate No. 2 for the work completed on the South Middle School Bike Trail project in the amount of $3,990.00. Civil Design Advantage has reviewed the payment estimate and recommends payment.

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve Final Payment No. 2

ATTACHMENTS:
I. Final Payment No. 2
II. Letter of Recommendation

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

September 20, 2016

City of Waukee Public Works
c/o Tim Royer
805 University Avenue
Waukee, Iowa 50263

RE: South Middle School Bike Trail
Pay Application #2 (Final)

Mr. Royer;

Enclosed please find three (3) signed applications for the final payment of the contract for the South Middle School Bike Trail project. During this time, Civil Design Advantage has reviewed the materials provided by the contractor and would recommend approval of the final pay application based on the work completed to date.

If you have any questions or require further discussion please contact me at (515) 369-4400. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike

Erin K. Ollendike, P.E.

cc: File

Enclosures

3405 SE CROSSROADS DRIVE, SUITE G • GRIMES, IOWA 50111-5051 • P 515+369+4400 • F 515+369+4410
www.cda-eng.com

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: South Middle School Bike Trail
Contractor: Howrey Construction

PAYMENT REQUEST # 2 (Final)

PAYMENT PERIOD: From: 07/28/16 through: 09/19/16

Contract Summary

Original Contract Amount:	$ 49,453.75		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 49,453.75	
Total completed and stored to date:	$ 47,585.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 47,585.00	
Less previous applications for payment:		$ 43,595.00	
SUBTOTAL			$ 3,990.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 3,990.00
Balance to finish, including retainage:			
Contract Time Remaining (If applicable)	WORKING DAYS		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor Approval: Howrey Construction

Signature — Date: 9/20/16

Engineer Approval: Civil Design Advantage

Signature — Date: 9/21/16

Owner Approval: City of Waukee

Signature — Date

Submit to: *City of Waukee - Tim Royer*
Email: troyer@waukee.org *Phone:* *(515) 978-7920*

Date Printed: 9/19/2016

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM #	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Combined Clearing and Grubbing	LS	1		1.00	$ 500.00	$ 500.00	1.00	$ 500.00	-	100.00%
2	Topsoil, On-Site	CY	245		245.00	$ 10.00	$ 2,450.00	245.00	$ 2,450.00	-	100.00%
3	Excavation, Class 10	CY	104		104.00	$ 20.00	$ 2,080.00	104.00	$ 2,080.00	-	100.00%
4	Compaction Testing	LS	1		1.00	$ 750.00	$ 750.00	1.00	$ 750.00	-	100.00%
5	PCC Pavement Samples and Testing	LS	1		1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	-	100.00%
6	Removal of Sidewalk/Shared Use Path	SY	30		30.00	$ 20.00	$ 600.00	30.00	$ 600.00	-	100.00%
7	Shared Use Path, PCC, 6 in.	SY	701		701.00	$ 39.00	$ 27,339.00	705.00	$ 27,495.00	(4.00)	100.57%
8	Special Subgrade Preparation for Shared Use Path	SY	789		789.00	$ 5.00	$ 3,945.00	794.00	$ 3,970.00	(5.00)	100.63%
9	Traffic Control	LS	1		1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	-	100.00%
10	Hydraulic Seeding, Seeding, Fertilizing and Mulching, Type 1	AC	0.30		0.30	$ 9,950.00	$ 2,985.00	0.30	$ 2,985.00	-	100.00%
11	Silt Fence	LF	911		911.00	$ 1.75	$ 1,594.25	0.00	$ -	911.00	0.00%
12	Silt Fence Removal	LF	911		911.00	$ 0.50	$ 455.50	0.00	$ -	911.00	0.00%
13	Erosion Control Mulching, Conventional	AC	0.3		0.30	$ 3,350.00	$ 1,005.00	0.30	$ 1,005.00	-	100.00%
14	Mobilization	LS	1		1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	-	100.00%
15	Concrete Washout	LS	1		1.00	$ 750.00	$ 750.00	1.00	$ 750.00	-	100.00%
	TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 49,453.75		$ 47,585.00		96.22%

Date printed: 9/19/2016

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1H

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a Contract Modification No. 23 to the Iowa Department of Transportation for the 105th Street/Alice's Road I-80 Interchange Project with a decrease in the contract of $7,241.10.

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON:

Reason:
The City of West Des Moines will install the pole, mast arm, and signs at station 21079+60 as part of their grade and pave project to the south. The pole and mast arm was inadvertently paid for on the interchange contract as a complete installation. This item is to reduce the payment of labor and equipment to install the pole, mast arm, and signs. In turn only the materials will be paid on this contract. 10% was added to the materials costs for handling, storage, and transporting to the job site.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: Decrease the contract by $7,241.10

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve Contract Modification No. 23 to the Iowa Department of Transportation for the 105th Street/Alice's Road I-80 Interchange Project with a net decrease in the contract of $7,241.10.

ATTACHMENTS: I. Contract Modification 23

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

Contract Modification

Iowa Department of Transportation

5/19/2016 10:27 AM

FieldManager 5.2a

Contract: 25-0803-175, PCC PAVEMENT - GRADE AND NEW

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
23		5/19/2016	$-7,241.10	$13,423,922.46

Route	Entered By
HWY I-80 (C31912)	Jennifer Strunk

Contract Location
DALLAS IMN-080-3(175)119--0E-25

Short Description

Add Item

Description of Changes

NON SUBSTANTIAL

Add Item: ('Each' Item) Pole and Mast Arm

New Items

Project: 25-0803-175, 140819 009 NTF
Category: 0001, N:ROADWAY ITEMS

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
('EACH' ITEM) Pole and Mast Arm	2599-9999005	1866	SUPPLEMENT	EACH	-7,241.100	1.00000	$-7,241.10

Reason: The city of West Des Moines will install the pole, mast arm, and signs at station 21079+60 as part of their grade and pave project to the south. The pole and mast arm was inadvertently paid for on the interchange contract as a complete installation. This item is to reduce the payment of labor and equipment to install the pole, mast arm, and signs. In turn only the materials will be paid on this contract. 10% was added to the materials costs for handling, storage, and transporting to the job site.

Justification of Costs: Actual invoices are on file in Doc Express that reflect the cost of the materials only.

Subtotal for Category 0001: $-7,241.10

Subtotal for Project 25-0803-175: $-7,241.10

When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1I

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a Contract Modification No. 24 to the Iowa Department of Transportation for the 105th Street/Alice's Road I-80 Interchange Project increasing the contract amount by $13,899.63.

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON:

Reason:
Project plans called for a 48" LCP connection to an existing pipe during construction it was discovered the existing pipe was actually 54". The original item was paid in full at the time of construction. The item needs decreased and a new item added for 54"LCP.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: Increase the contract by $13,899.63

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve Contract Modification No. 24 to the Iowa Department of Transportation for the 105th Street/Alice's Road I-80 Interchange Project with an increase in the contract of $13,899.63.

ATTACHMENTS: I. Contract Modification 24

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

Contract Modification

Iowa Department of Transportation

8/26/2016 1:15 PM

FieldManager 5.2a

Contract: 25-0803-175, PCC PAVEMENT - GRADE AND NEW

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
24		8/26/2016	$13,899.63	$13,423,922.46

Route	Entered By
HWY I-80 (C31912)	Jennifer Strunk

Contract Location
DALLAS IMN-080-3(175)119--0E-25

Short Description

Decrease Item, Add Items

Description of Changes

NON SUBSTANTIAL

Decrease Item: Culvert, Low Clearance Concrete Roadway Pipe, Equivalent Diameter 48"
Add Item: Culvert, Low Clearance Concrete Roadway Pipe, Equivalent Diameter 54"
Add Item: ('Lump Sum' Item) Unincorporated Material
Add Item: Manhole Adjustment, Minor
Add Item: Manhole Adjustment, Major

Increases / Decreases

Project: 25-0803-175, 140819 009 NTF WAIT

Category: 0001, N:ROADWAY ITEMS

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
CULV,LOW CLEAR CONC RDWY PIPE,EQ DIA 48"	2416-1200248	0490	ORIGINAL	LF	-60.000	170.00000	$-10,200.00

Reason: Project plans called for a 48" LCP connection to an existing pipe during construction it was discovered the existing pipe was actually 54". The original Item was paid in full at the time of construction. The item needs decreased and a new item added for 54" LCP.

Subtotal for Category 0001: $-10,200.00

Subtotal for Project 25-0803-175: $-10,200.00

New Items

Project: 25-0803-175, 140819 009 NTF

Category: 0001, N:ROADWAY ITEMS

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
CULV,LOW CLEAR CONC RDWY PIPE,EQ DIA 54"	2416-1200254	1871	SUPPLEMENT	LF	60.000	303.60000	$18,216.00

Reason: Project plans called for a 48" LCP connection to an existing pipe during construction it was discovered the existing pipe was actually 54". The original Item was paid in full at the time of construction. The item needs decreased and a new item added for 54" LCP. There were two elbows that were ordered and couldn't be restocked and the contractor wants payment for the unincorporated material. Cost for the 54" includes transporting the 48" pipe back to supplier. Justification of Costs: All cost are reasonable when compared to the Bid Tab Analysis in Bidx.

New Items

Project: 25-0803-175, 140819 009 NTF

Category: 0001, N:ROADWAY ITEMS

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
('LUMP SUM' ITEM) Unincorporated Materials	2599-9999010	1876	SUPPLEMENT	LS	1.000	2,583.63000	$2,583.63

Reason: Project plans called for a 48" LCP connection to an existing pipe during construction it was discovered the existing pipe was actually 54". The original Item was paid in full at the time of construction. The item needs decreased and a new item added for 54" LCP. There were two elbows that were ordered and couldn't be restocked and the contractor wants payment for the unincorporated material. Cost for the 54" includes transporting the 48" pipe back to supplier. Justification of Costs: All cost are reasonable when compared to the Bid Tab Analysis in Bidx.

MANHOLE ADJUSTMENT, MAJOR	2435-0600020	1881	SUPPLEMENT	EACH	2.000	1,320.00000	$2,640.00

Reason: Finished grade required adjustments to Manholes. One required a 1' extension at I-882. Two other manholes required to be lowered by 2' at I-212 and I-222. Justification of Costs: The costs are reasonable when compared to the Bid Tab Analysis in Bidx.

MANHOLE ADJUSTMENT, MINOR	2435-0600010	1886	SUPPLEMENT	EACH	1.000	660.00000	$660.00

Reason: Finished grade required adjustments to Manholes. One required a 1' extension at I-882. Two other manholes required to be lowered by 2' at I-212 and I-222. Justification of Costs: The costs are reasonable when compared to the Bid Tab Analysis in Bidx.

Subtotal for Category 0001: $24,099.63

Subtotal for Project 25-0803-175: $24,099.63

When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

AGENDA ITEM: J1J

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Amendment No. 1 to Agreement 15-109, Master Agreement for Shared Use Projects (Iowa Communications Network)

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The ICN is installing a 72 pair fiber in Waukee's conduit from Alices Road to Boone Drive. Waukee will own the fiber and 48 of the 72 pair of fiber and ICN will retain ownership of 24 pair. The ICN will install conduit and 72 pair of fiber from Boone Drive to the Iowa Lottery in Clive.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: No cost to Waukee.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:
I. Proposed Resolution
II. Amendment No. 1 to Agreement

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 AMENDMENT NO. 1 TO AGREEMENT 15-109, MASTER AGREEMENT FOR SHARED USE PROJECTS (IOWA COMMUNICATIONS NETWORK)

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, on February 2, 2015, the Waukee City Council approved entering into a 28E agreement related to Ownership and Operation of a Consolidated Dispatch Center for Police, Fire and Emergency Medical Services (hereinafter referred to as "Westcom") (Resolution #15-046); **AND,**

WHEREAS, on April 4, 2016, the Waukee City Council approved Agreement 15-109, Master Agreement for Shared Use Projects (Iowa Communications Network) related to the Westcom pathway connection (Resolution #16-115); **AND,**

WHEREAS, Amendment No. 1 to Agreement 15-109 is proposed concerning installation by Iowa Communications Network of fiber in Waukee's conduit from Alice's Road to Boone Drive.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 4th day of April, 2016, that the Amendment No. 1 to Agreement 15-109, Master Agreement for Shared Use Projects (Iowa Communications Network) is hereby approved.

_____
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				

AMENDMENT 1

To MASTER AGREEMENT FOR SHARED USE PROJECTS 15-109

THIS AMENDMENT is between the State of Iowa, Iowa Telecommunications and Technology Commission operating the Iowa Communications Network, (collectively the "ICN") and City of Waukee ("Waukee"). In consideration of the mutual promises herein made, ICN and Waukee agree as follows:

SECTION 1. PURPOSE OF AMENDMENT. The Parties intend to amend the Agreement to add Amendment 1 Schedule A.1, Scope of Services, Appendix 1, Designated Route and Fiber Assignment Matrix with Responsibilities and Appendix 2, As-Built Drawings for the expansion of the fiber optic network along University Ave from the intersection of Alice's Road/University to a handhole adjacent to 13001 University, Ave, within Waukee, W. Des Moines and Clive.

SECTION 2. AMENDMENT ALLOWED. Section 3.1 of the Agreement provides for this Amendment with mutual written consent of the Parties.

SECTION 3. EXECUTION. In witness whereof in full consideration of the mutual covenants set forth above for other good and valuable consideration the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment. All previous terms and conditions shall remain in full force and effect with the exception of previously mentioned modifications in this document.

CITY OF WAUKEE

By: _____ Date: _____

Title: _____

IOWA COMMUNICATIONS NETWORK

By: _____ Date: _____

Title: _____

DRAFT

Schedule A.1
Scope of Services
City of Waukee and ICN – Amendment 1

Project Description:

The City of Waukee and ICN have agreed to an exchange of facilities in order to allow the ICN to install a new fiber optic cable from the intersection Alice's Road/University, Waukee to a handhole adjacent to the property at 13001 University Ave, Clive.

Waukee will allow the ICN to install a new 72 fiber armored cable in existing and new Waukee owned conduit along University Ave from the intersection of Alice's Road/University existing Waukee splice cabinet to 92nd/University, W. Des Moines existing Waukee handhole.

The ICN will construct new conduit, to be owned by Waukee, at the intersection of Alice's Road/University to tie Waukee handholes together to allow for the new cable installation to the existing Waukee fiber optic network splice cabinet.

The ICN will construct new ICN owned conduit from the intersection of 92nd/University existing Waukee handhole to a new handhole adjacent to the property at 13001 University Ave, Clive. (Does Waukee want fiber the entire length or stop at City Limits or stop at 92nd?)

A new 72 armored fiber optic cable will be installed from the existing splice cabinet on the northwest corner of Alice's Road/University, Waukee, to a new ICN handhole adjacent to 13001 University Ave, Clive. (Need to discuss splitting ownership of the new cable at 92nd/University where we go from ICN owned conduit to Waukee owned conduit.)

See Appendix 1 for "Designated Route and Fiber Assignment Matrix with Responsibilities" and Appendix 2 for Overview Map.

WAUKEE RESPONSIBILITIES. Waukee will own and maintain their network as detailed below under Appendix 1.

ICN RESPONSIBILITIES. The ICN will own and maintain their network as detailed below under Appendix 1.

ICN PROPERTY. Except as provided in the Installation of Waukee Equipment section of this Scope of Services, Waukee shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Amendment.

WAUKEE PROPERTY. Except as provided in the Installation of ICN Equipment section of this Scope of Services, ICN shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Waukee property without the written consent of the Waukee. The Parties agree that no party other than the Waukee or a contractor under the direct supervision of the Waukee shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Agreement.

FIBER MAINTENANCE

A. Except as stated below related to fiber repairs to Waukee owned fibers segments IRU'd to ICN pursuant to this agreement, The Fiber Segment owner or its authorized contractor shall perform all maintenance on the Fiber, including any Fiber repairs, Fiber restoration, and Fiber relocation that may become necessary during the term of this Agreement. If a Fiber Segment owner incurs any costs associated with Fiber repairs, Fiber restoration, or Fiber relocation, the owner shall be reimbursed based upon the other party's proportional share of fibers. In the event that the fiber repairs are necessitated by fiber damage caused by a third party, Fiber Segment owner will first attempt to recover the cost of repair from the negligent third party. If Fiber Segment owner is unable to recover the full cost of damage repair from the third party, the parties shall proportionally share of the costs for the repair. In the event of a fiber cut or other need for an emergency repair, upon notification by the other party, the Fiber Segment owner shall commence to respond to correct the interruption in service. In the event of a service interruption, the parties shall contact each other at the numbers listed

in Exhibit B of the Agreement. Upon repair and when appropriate, the party performing the repairs will invoice the other party for their proportional share of the costs for the repair.

B. If Waukee or a contractor operating under the direction of Waukee performs any activity, such as, but not limited to: splicing, accesses splice cases, or performs any other procedure that could accidentally disrupt the passage of light in the Fibers or otherwise directly impact the ICN's designated fibers, the activity must be preplanned five (5) working days in advance and performed during established ICN Maintenance Windows (normally midnight - 6 AM.) Waukee shall call the ICN Service Desk at 515-725-4400 or 1-800-572-3940 to establish all maintenance windows. Waukee may modify its designated Dark Fiber by splicing, terminating, or otherwise extending its facilities. The five working day notice does not apply to emergency repairs.

C. Cable damage or fiber cuts are designated as "interruptions of service" and must be acknowledged by Waukee within 30 minutes of notification by the ICN Service Desk. Service restoration standards as follows must be met. Timeframes beginning with notification or knowledge of outage are not to exceed:

A.	Technicians on site of suspected fiber cut	Two (2) hours
B.	Identification of cut location and damaged fibers	Four (4) hours
C.	First fiber is restored	Six (6) hours
D.	All fibers spliced and all services restored	Eight (8) hours

D. Within Waukee owned fiber segments, if Waukee or a Waukee authorized contractor is unable to restore service to the ICN designated fiber within the time frames listed above, Waukee will grant the ICN reasonable access for ICN and/or ICN authorized contractors to restore the interrupted service on the fibers ICN has an IRU. ICN shall incur the cost to repair the fibers IRU'd to ICN to restore ICN services. Waukee will utilize its contractor to repair the balance of their owned fibers and the infrastructure for the permanent repair.

- If a service interruption occurs within a Waukee owned fiber segment, Waukee will first seek reimbursement from the at fault third party. Reimbursement sought, by Waukee from the at fault third party shall include the costs ICN incurred to repair its IRU'd fibers. Upon collection by Waukee, Waukee shall reimburse the ICN for its repair costs.

E. Unless otherwise specifically provided in this agreement, the ICN and Waukee shall proportionally share costs as they relate to, but not limited to, changes, upgrades, and emergency repairs, etc. that are or may be required in order to maintain proper operation of the IRU'd fiber located within the City Limits of Waukee. Cost sharing shall be calculated based on each Party's proportionate share of fibers within each fiber segment.

- If cable changes or modifications, except relocates or moves, to IRU'd fiber are at the request or requirement of Waukee or ICN, the requesting/requiring Party shall be responsible for the associated costs.

- If cable located within the City of Waukee is requested or required to be moved or relocated by Waukee, the cost shall be shared proportionally between the ICN and Waukee.

- If the fiber located with the City limits of Waukee must be moved or altered at the request or requirement of a third party, and if the cost is unable to be recovered from the third party, the cost shall be shared proportionally between the ICN and Waukee.

- If Waukee or ICN allocates some of their fibers to other entities, it shall be the fiber owner's responsibility to collect the fair/proportional share of costs for relocates and/or repairs from those entities.

F. ICN shall save and hold Waukee harmless from any and all third party claims, demands, suits, and/or damages, including but not limited to attorney's fees, expenses and costs incurred by Waukee in defending the same, that may arise by virtue of an "interruption of service" in ICN owned fiber segments, and/or Waukee owned fiber segments, regardless of cause. ICN further agrees that it shall not seek, or otherwise be entitled to, compensation or otherwise claim damages of any kind or nature from Waukee for any "interruption of service" that may occur in any Waukee owned fiber segments, including but not limited to those IRU'd to the ICN pursuant to this agreement, regardless of cause.

COMPENSATION. No fees will be exchanged between the Parties for use of the conduit, installation of cable and initial splicing of the cable.

DRAFT

TERM. The Term of this Amendment shall be coterminous with Master Agreement 15-109.

DRAFT

APPENDIX 1

Designated Route and Fiber Assignment Matrix with Responsibilities

DESCRIPTION OF ROUTE & FIBER ASSIGNMENTS:

Waukee Responsibilities/Ownership:

Waukee will own the conduit and cable from the existing splice cabinet on the northwest corner of Alice's Road & University, Waukee, east to the handhole on the southeast corner of 92nd & University, W. Des Moines. The ICN will install the new cable in exchange for use of the existing conduit.

A. Non-Recurring Fiber Fee: N/A
B. Annual Maintenance Fee: N/A
C. Non-Recurring Installation Charges: N/A
D. Collocation Required: N/A
E. Locate Responsibility: Waukee
F. Maintenance Responsibility: Waukee
G. Emergency Maintenance Responsibility: Waukee
H. Relocation Responsibility: Waukee. Proportionate sharing based on allocation of fibers.
I. Term: Coterminous with the Master Agreement

Fiber Allocations Waukee Cable Ownership:

Sheath Identifier	Tube/Stand Identifier	IRU Assignment
72 Strand Single Mode Sheath	Blue	Waukee
	Orange	Waukee
	Green	Waukee
	Brown	Waukee
	Slate	ICN
	White	ICN

DRAFT

ICN Responsibilities/Ownership:

ICN will own the conduit and cable from the existing handhole on the southeast corner of 92nd & University, W. Des Moines to a handhole adjacent to the property at 13001 University Ave, Clive.

A. Non-Recurring Fiber Fee: N/A
B. Annual Maintenance Fee: N/A
C. Non-Recurring Installation Charges: N/A
D. Collocation Required: N/A
E. Locate Responsibility: ICN
F. Maintenance Responsibility: ICN
G. Emergency Maintenance Responsibility: ICN
H. Relocation Responsibility: ICN. Proportionate sharing based on allocation of fibers.
I. Term: Coterminous with the Master Agreement

Fiber Allocations ICN Cable Ownership:

Sheath Identifier	Tube/Stand Identifier	IRU Assignment
72 Strand Single Mode Sheath	Blue	Waukee
	Orange	Waukee
	Green	ICN
	Brown	ICN
	Slate	ICN
	White	ICN

DRAFT

APPENDIX 2

Route Overview Drawings

Maps detailing the Designated Route and Fiber Assignment shall be created and included for both Waukee and ICN responsibilities.

As-builts shall provide cable routes and fiber access points.

Maps will be included once engineering is completed which will determine tie in points and new construction configuration.

DRAFT

AGENDA ITEM: J1K

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving construction drawings for Waukee Market Place Plat 1

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON:

The public improvements associated with Waukee Market Place Plat 1 include an extension of 8-inch sanitary sewer and 12-inch water main along the rear of the Waukee Market Place commercial development. The property is 12 acres in area and is located at the southwest corner of the Hickman Road and SE Alice's Road intersection.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: At this time a majority of staff comments have been addressed and Staff is confident that the remaining comment will be addressed prior to the Council meeting. Staff recommends approval subject to remaining staff comments.

RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENTS:
I. Proposed Resolution
II. Project Area Identification Map

PREPARED BY: Andy Kass, Senior Planner

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING THE CONSTRUCTION DRAWINGS FOR WAUKEE MARKET PLACE PLAT 1

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, construction plans have been submitted to the City for Waukee Market Place Plat 1; **AND,**

WHEREAS, the construction drawings have been reviewed by the City Engineer and City staff, and are found to be in general conformance with section §303 - *Land Subdivision Ordinance* of the Waukee Municipal Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 3rd day of October, 2016 that the Construction Drawings for Waukee Market Place Plat 1 be approved subject to remaining staff comments.

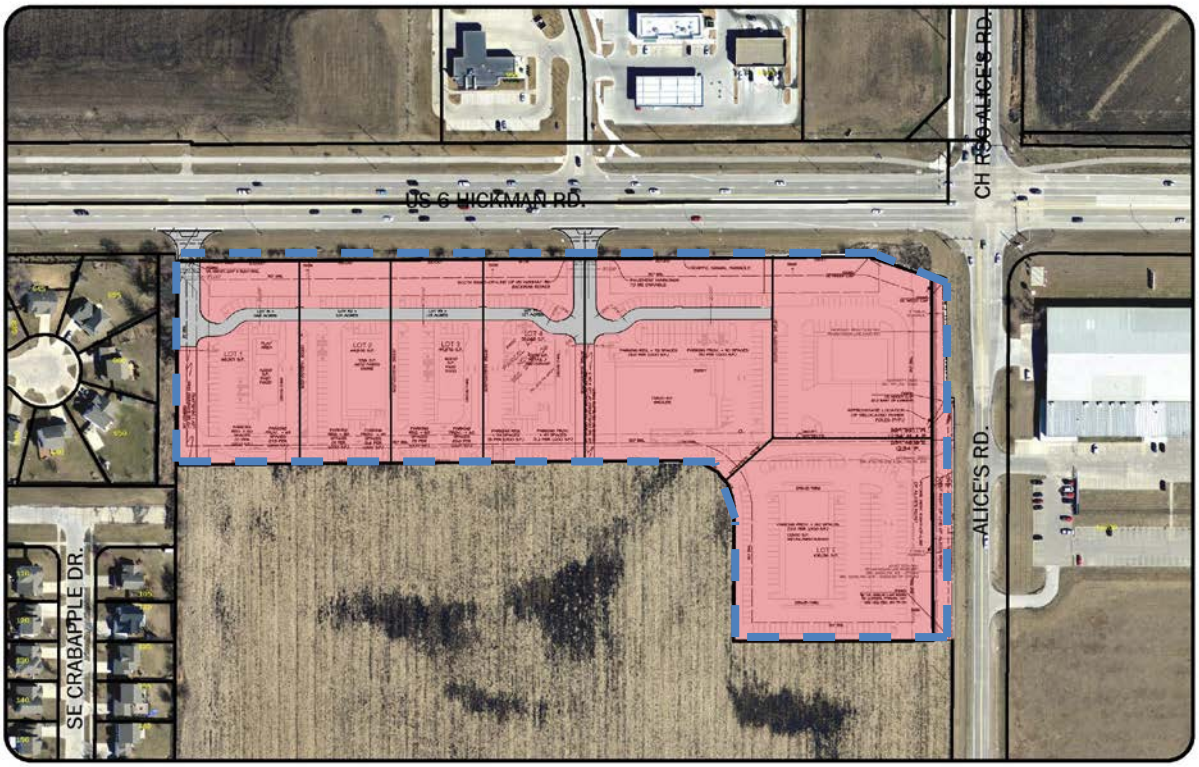
_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

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

Waukee Market Place Plat 1 **PROJECT AREA IDENTIFICATION MAP**



ABOVE: The area outlined in **BLUE** identifies Waukee Market Place Plat 1.

AGENDA ITEM: J1L

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving construction drawings for Ashworth North Plat 1

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON:

The public improvements associated with Ashworth North Plat 1 include an extension of 8-inch sanitary sewer that will serve the Knapp Office Building project and future development to the east. In addition, a short extension of a 12-inch water main along the north side of SE Esker Ridge Drive is included in the plan. The property is located west of Grand Prairie Parkway and is north of the intersection of Grand Prairie Parkway and SE Esker Ridge Drive.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: At this time all staff comments have been addressed.

RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENTS:
I. Proposed Resolution
II. Project Area Identification Map

PREPARED BY: Andy Kass, Senior Planner

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING THE CONSTRUCTION DRAWINGS FOR ASHWORTH NORTH PLAT 1

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, construction plans have been submitted to the City for Ashworth North Plat 1; **AND,**

WHEREAS, the construction drawings have been reviewed by the City Engineer and City staff, and are found to be in general conformance with section §303 - *Land Subdivision Ordinance* of the Waukee Municipal Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 3rd day of October, 2016 that the Construction Drawings for Ashworth North Plat 1 be approved subject to remaining staff comments.

_____
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				

Ashworth North Plat 1 **PROJECT AREA IDENTIFICATION MAP**

ABOVE: The area outlined in **RED** identifies Ashworth North Plat 1.

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1M

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving and accepting Public Utility Easement related to the Alice Patricia Homes (Jerry's Homes, Inc.)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The Public Utility Easement accepted with the final plat was not large enough to accommodate the gas main; therefore, additional PUE is necessary for the main installation.

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 UTILITY EASEMENT [ALICE PATRICIA HOMES]

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 the Public Utility Easement accepted with the final plat for Alice Patricia Homes was not large enough to accommodate a gas main; **AND,**

WHEREAS, an additional Public Utility Easement is necessary for the gas main installation; **AND,**

WHEREAS, said easement shall be located on a portion of the property associated with Alice Patricia Homes and legally described as referenced in Exhibit A, Easement Area, of the Public Utility Easement which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 3rd day of October, 2016, that it hereby approves the Public Utility Easement associated with Alice Patricia Homes, with payment made by the City to property owner(s) Jerry's Homes, Inc., in the amount of $1.00.

_____
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 UTILITY EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Jerry's Homes Inc.
Jay Cowan, Director of Land Development
10430 New York Ave. Suite C
Urbandale, Iowa 50322

Return Document to: (name and complete address)
City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Grantor: Jerry's Homes Inc.

Grantee: City of Waukee, Iowa

PUBLIC UTILITY EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, __**Jerry's Homes Inc.**_____, an Iowa ___Company_____(hereinafter referred to as the "Grantor"), in consideration of the sum of One Dollar ($1.00) 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"), a permanent and perpetual non-exclusive Public Utility Easement (hereinafter referred to as "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

See Exhibit A, attached hereto and made a part hereof.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating Public Utilities defined as those utilities established, formed, acquired, owned, or operated by the City of Waukee, including but not limited to, electrical, natural gas, telephone, cable television utility services, and data transmission utility services and to permit and allow the City to enter at any time upon, over, under, through, and across into said Easement(s) 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 said utility therein or to connect and/or join said utility and appurtenances thereto) and to forever maintain utilities whenever necessary within the Easement(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

The City agrees, after entry, as part of the construction, reconstruction, maintenance, replacement, location, rebuilding, enlargement, repair and patrolling of the utilities, to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), including sodding or seeding if it is a landscaped area and the City shall be required to repave if the Easement crosses a paved area such as a sidewalk or a driveway, except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; and subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor at the Grantor's sole expense.

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 remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless.

The Grantor 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 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 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 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.

8. 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.

9. 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" shall refer to _____Jerry's Homes Inc._____, their heirs, assigns, successors-in-interest, or lessees, if any.

10. 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.

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.

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.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the 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 acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this _20__ day of _September_____, 2016_.

JERRY'S HOMES INC.

Ronald R. Grubb, President

Attest:

Jay Cowan, Director of Land Dev.

CITY OF WAUKEE

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 20 day of September, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Ronald R. Grubb, to me personally known, who being by me duly sworn, did say that that person is President of the corporation executing the foregoing instrument; that (the seal affixed to said instrument is the seal of the corporation or no seal has been procured by the corporation) and that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Ronald R. Grubb acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JAMES J. COWAN
Commission Number 795490
My Commission Expires
April 6, 2019

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.

_____
Notary Public in and for the State of Iowa

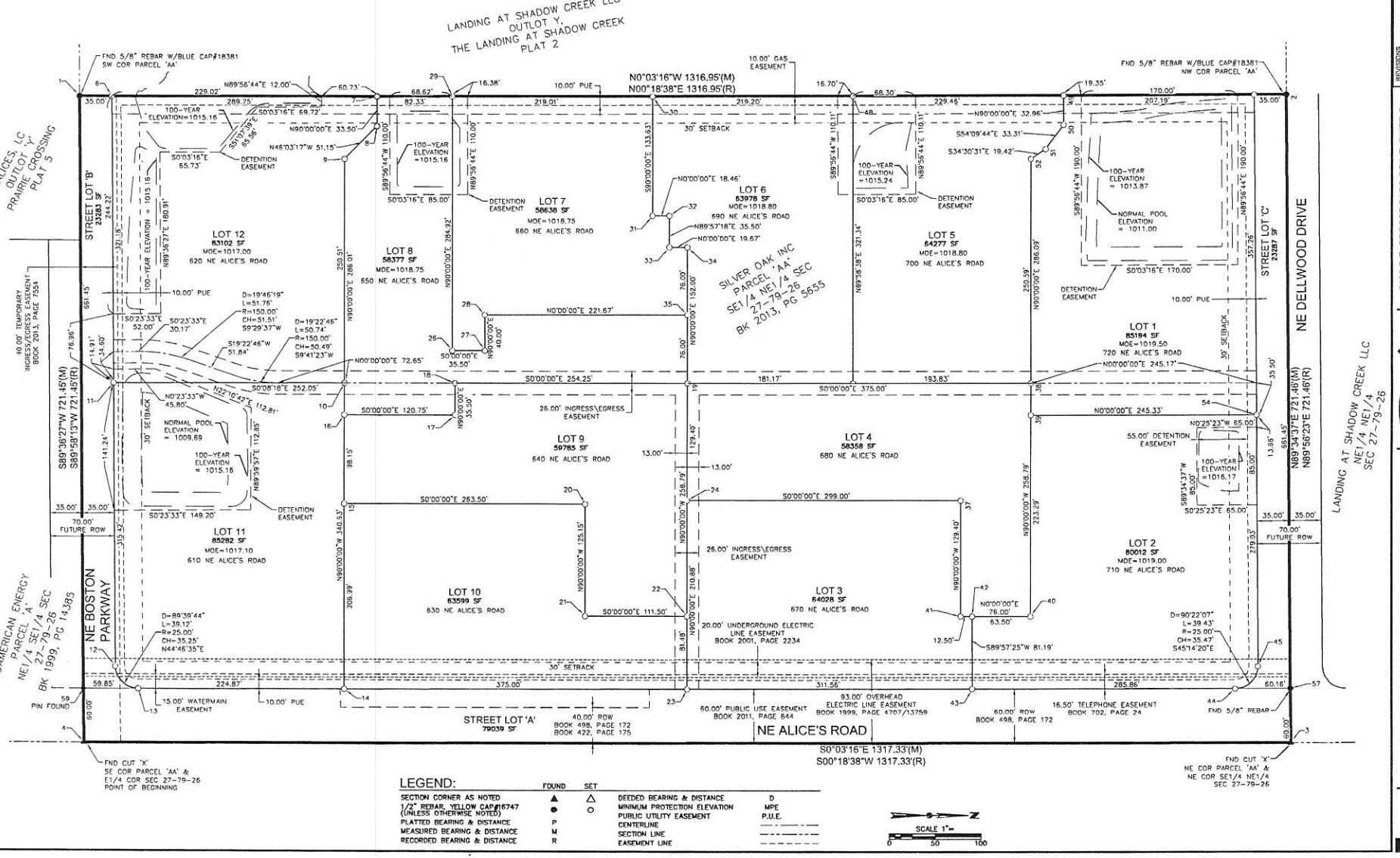
EXHIBIT A
LEGAL DESCRIPTION

GAS EASEMENT

THE EAST 10.00 FEET OF THE WEST 20.00 FEET OF LOT 1, LOT 5, LOT 6, LOT 7, LOT 8, AND LOT 12, ALICE PATRICIA HOMES, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.

ALICE PATRICIA HOMES

FINAL PLAT



REVISIONS	DATE
THIRD SUBMITTAL:	04/21/15
SECOND SUBMITTAL:	10/13/15
FIRST SUBMITTAL:	08/18/15

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: EKO
EI: JMM
CIVIL DESIGN ADVANTAGE

ALICE PATRICIA HOMES

FINAL PLAT

WAUKEE, IOWA

2/2

1411.577

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1N

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Sanitary Sewer Easement related to the Northwest Area Trunk Sewer Extension Project (Phillips-Hamilton, Inc.)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This is the temporary construction and perpetual sanitary sewer easements for the construction of the Northwest Area Trunk Sewer Extension Project. This portion of the project will provide sewer to the bus facility and Clayton Property.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $22,492.40

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 ASSOCIATED WITH NORTHWEST AREA TRUNK SEWER EXTENSION PROJECT, PHASE 1 [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 Sanitary Sewer Easement is necessary for the purpose of construction of the Northwest Area Trunk Sewer Extension Project, Phase 1; **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 Sanitary Sewer Easement which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 3rd day of October, 2016, that it hereby approves the Sanitary Sewer Easement related to the Northwest Area Trunk Sewer Extension Project, Phase 1, with payment made by the City to property owner(s) Phillips-Hamilton, Inc., in the amount of $22,492.40.

_____
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				

Prepared by and Return to: Forrest S. Aldrich, Veenstra & Kimm, Inc., 3000 Westown Pkwy, West Des Moines, Iowa 50266 (515) 225-8000

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Phillips-Hamilton, Inc., (hereinafter referred to as the "Grantor(s)"), of the City of Waukee, Dallas County, Iowa, in consideration of the sum of Twenty Two Thousand Four Hundred Ninety Two and 40/100 Dollars ($22,492.40) 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"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

Perpetual Easement

A perpetual sanitary sewer easement located in Government Lots 1 and 4 in Section 6, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa. Said perpetual easement being a strip 30.00 feet in width lying 15.00 feet on each side of the following described line:

> Commencing at the Northeast corner of said Government Lot 1; thence North 89°26'43" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 85.08 feet along the North line of said Government Lot 1; thence South 00°12'39" West, 50.00 feet to the South right-of-way of 300th Street, also known as University Avenue, said point being the point of beginning; thence South 00°12'39" West, 1,404.09 feet; thence South 39°49'35" East, 44.45 feet to the West right-of-way of Ute Avenue, also known as 6th Street and County Highway R22. The sidelines of said strip to be shortened or lengthened to terminate at the South right-of-way of 300th Street and the West right-of-way of Ute Avenue.

Containing 43,407 square feet or 0.99 acres, more or less

Temporary Easement

A temporary construction easement located in Government Lots 1 and 4 in Section 6, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa. Said temporary easement being more particularly described as follows:

> Commencing at the Northeast corner of said Government Lot 1; thence North 89°26'43" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 64.44 feet along the North line of said Government Lot 1; thence South 00°12'39" West, 50.00 feet to the intersection of the South right-of-way of 300th Street, also known as University Avenue and the West right-of-way of Ute Avenue, also known as 6th Street and County Highway R22, said point being the point of beginning; thence South 00°05'43" East, 1,450.32 feet along said West right-of-way to the Northeast corner of a right-of-way easement described in Book 1999 on Page 11906 in the Dallas County Recorder's Office; thence North 89°57'04" West, 41.87 feet along the North line thereof; thence North 39°49'35" West, 41.65 feet; thence North 00°12'39" East, 1,418.89 feet to said South right-of-way of 300th Street; thence South 89°26'43" East, 60.91 feet along said South right-of-way to the point of beginning, EXCEPT above described perpetual easement.

Containing 50,138 square feet of 1.15 acres, more or less.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) 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(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement 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 reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

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 remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless.

The Grantor(s) 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 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.

8. 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.

9. 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 Phillips-Hamilton, Inc., their heirs, assigns, successors-in-interest, or lessees, if any.

10. 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.

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.

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.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants 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 15 day of September, 2016.

Phillips-Hamilton, Inc.

Phillips H. Hamilton
president

Attest:

Phillips H. Hamilton, President
Person and title

City of Waukee

William F. Peard, Mayor

Attest:

Tim Moerman, City Administrator

STATE OF ~~IOWA~~ Illinois
Cook) SS:
COUNTY OF ~~DALLAS~~)

On this 15 day of September, 2016, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Phillip H Hamilton, to me personally known, who, being by me duly sworn, did state that they are the president of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said Magaly Bautista as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

"OFFICIAL SEAL"
MAGALY BAUTISTA
Notary Public - State of Illinois
My Commission Expires March 11, 2018

Magaly Bautista
Notary Public in and for the State of ~~Iowa~~ Illinois

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 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

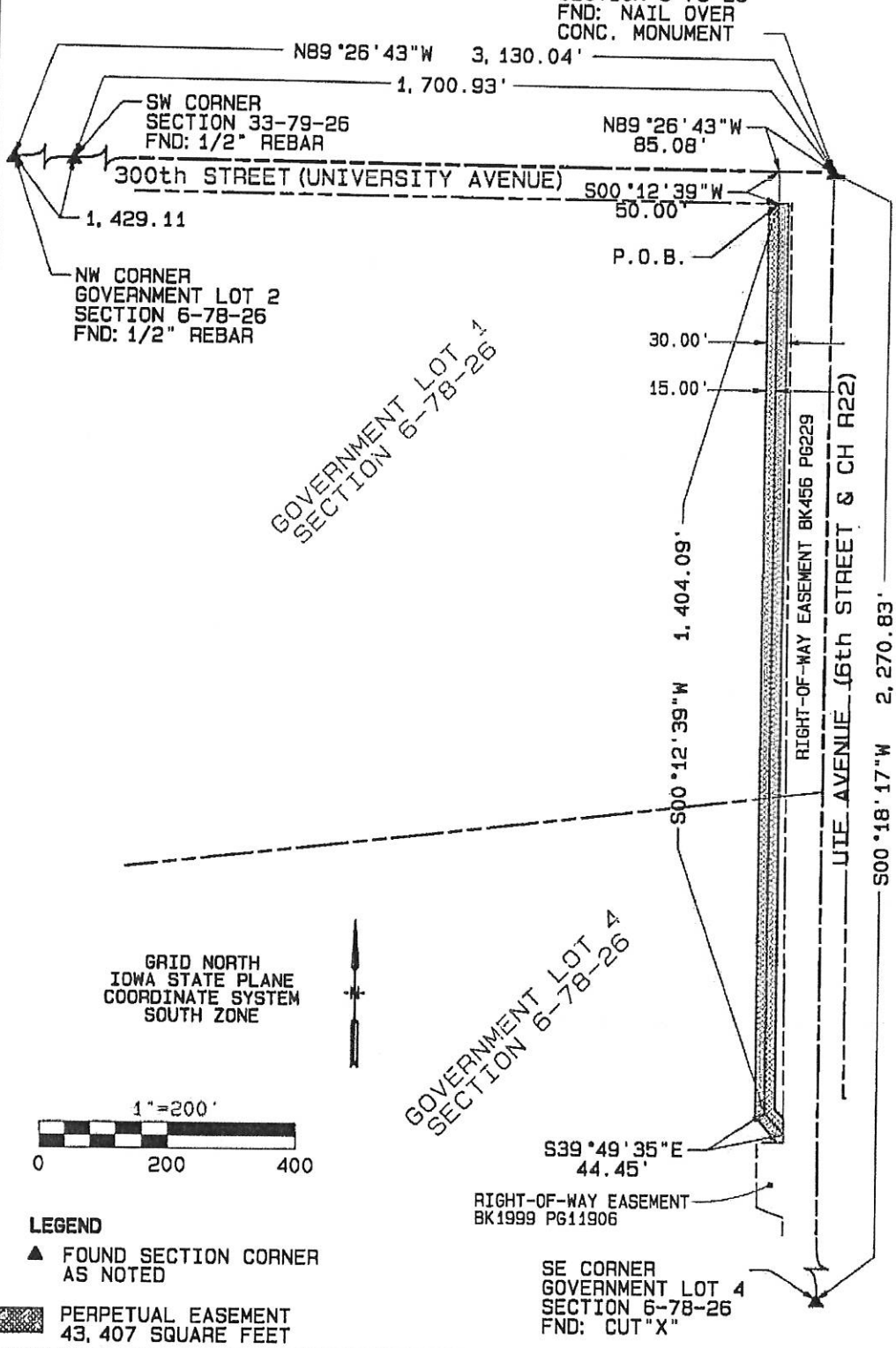
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000
RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.
BOOK 581 **PAGE** 146
PARCEL ID:
1606200006
1606200007

EASEMENT DRAWING

FOR SANITARY SEWER EASEMENT
FOR THE CITY OF WAUKEE, IA

ADDRESS:
INTERSECTION OF
300th STREET AND
UTE AVE (CH R22)



LEGEND

▲ FOUND SECTION CORNER AS NOTED

PERPETUAL EASEMENT
43,407 SQUARE FEET

SCALE	1"=200'
DRAWN	TJP
CHECKED	BJN
APPROVED	BJN
DATE	07-29-16
A.C.	

V&K

SANITARY SEWER EASEMENT
IN GOVERNMENT LOTS 1 AND 4
SECTION 6-78-26

DWG. NO.
E-1
1 OF 2

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

PROJECT 276204

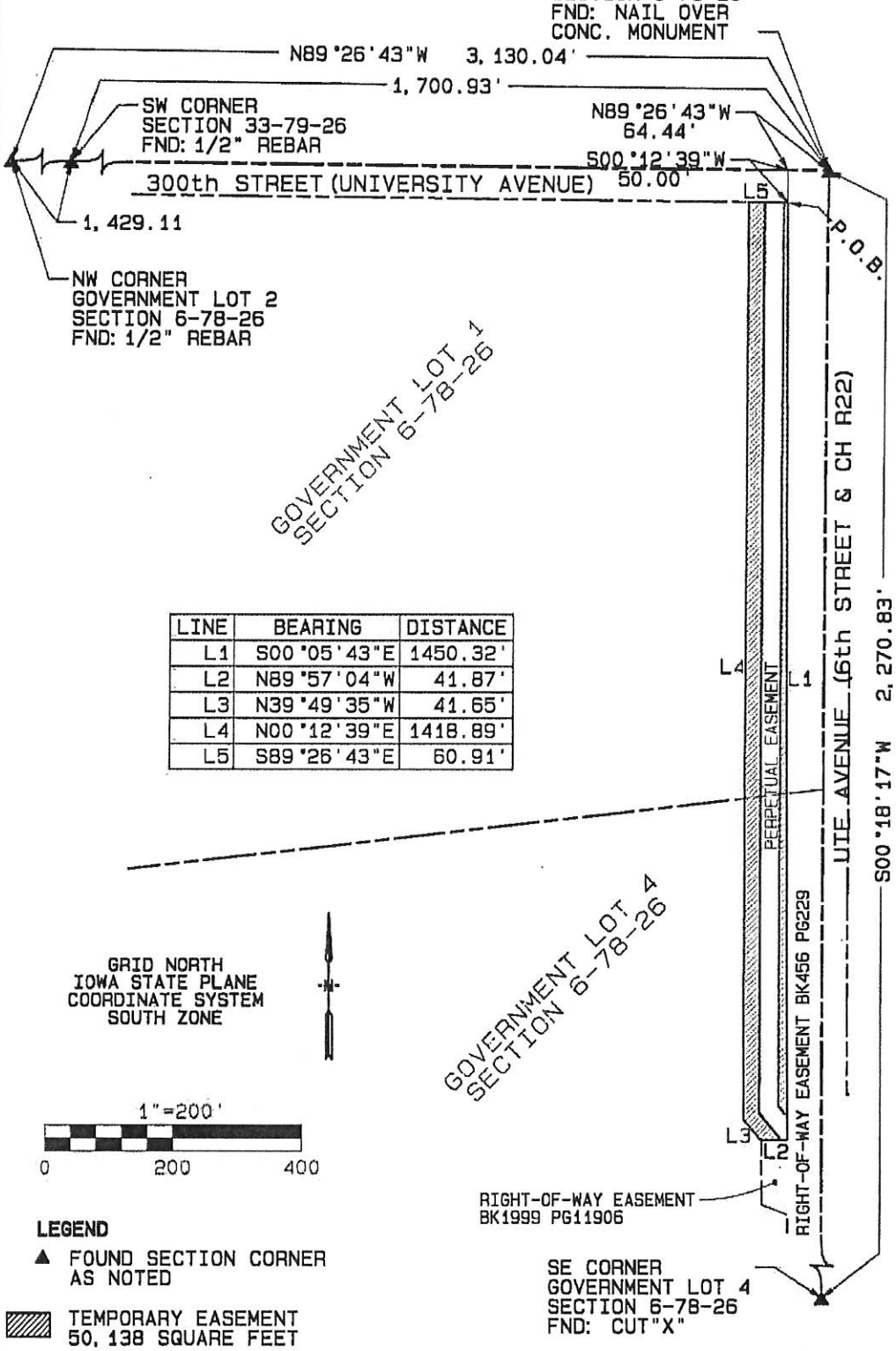
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000
RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.
BOOK 581 **PAGE** 146
PARCEL ID:
1606200006
1606200007

EASEMENT DRAWING

FOR SANITARY SEWER EASEMENT
FOR THE CITY OF WAUKEE, IA

ADDRESS:
INTERSECTION OF
300th STREET AND
UTE AVE (CH R22)



LINE	BEARING	DISTANCE
L1	S00°05'43"E	1450.32'
L2	N89°57'04"W	41.87'
L3	N39°49'35"W	41.65'
L4	N00°12'39"E	1418.89'
L5	S89°26'43"E	60.91'

LEGEND

▲ FOUND SECTION CORNER AS NOTED

▨ TEMPORARY EASEMENT 50,138 SQUARE FEET

SCALE	1"=200'
DRAWN	TJP
CHECKED	BJN
APPROVED	BJN
DATE	07-29-19
A.C.	

CONSTRUCTION EASEMENT
IN GOVERNMENT LOTS 1 AND 4
SECTION 6-78-26

DWG. NO.
E-1
2 OF 2

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

PROJECT 27G204

AGENDA ITEM: J10

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving contract, bond [Northwest Area Trunk Sewer Extension Project, Phase 1]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $788,565.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: City staff recommends approving contract and bond with Rognes Corporation of Ankeny, IA, in the amount of $788,565.00.

ATTACHMENTS:
I. Proposed resolution
II. Contract, Bond

PREPARED BY: Becky Schuett

REVIEWED BY:

RESOLUTION 16-

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTHWEST AREA TRUNK SEWER EXTENSION - PHASE 1

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Northwest Area Trunk Sewer Extension - Phase 1, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Rognes Corporation of Ankeny, IA

Amount of bid: $788,565.00

Bond surety: American Contractors Indemnity Company

Date of bond: September 18, 2016

Portion of project: All construction work

PASSED AND APPROVED this 3rd day of October, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of September, 2016, by and between the City of Waukee, Iowa, party of the first part, hereinafter referred to as the "Owner", and ROGNES CORPORATION, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 16th day of August, 2016, for Northwest Area Trunk Sewer Extension - Phase 1 under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

   NORTHWEST AREA TRUNK SEWER EXTENSION – PHASE 1

   Construct Northwest Area Trunk Sewer Extension – Phase 1 including all labor, materials and equipment necessary for 3,855 linear feet of 12-inch through 36-inch diameter sanitary sewer in open cut, 535 linear feet of 24-inch through 36-inch diameter sanitary sewer directional bored in place, manholes, excavation and backfill, surface restoration and miscellaneous associated work, including cleanup for the sum of Seven Hundred Eighty-eight Thousand Five Hundred Sixty-five and 00/100 Dollars ($788,565.00) based on the unit and lump sum prices as shown on the Proposal for the Base Bid.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

   2.1 Contract Documents, including:

      2.1.1 Notice to Bidders
      2.1.2 Notice of Public Hearing
      2.1.3 Instructions to Bidders
      2.1.4 Proposal
      2.1.5 Contract
      2.1.6 Bond
      2.1.7 Federal Loan Documents
      2.1.8 General Conditions
      2.1.9 Special Conditions
      2.1.10 Plans List
      2.1.11 Detailed Specifications
      2.1.12 Plans listed in the specifications
      2.1.13 Numbered addenda issued to the foregoing.

   2.2 This Instrument.

   2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR	**CITY OF WAUKEE, IOWA**
ROGNES CORPORATION	_____
By Warren Rognes	Mayor
Title President	
ATTEST:	ATTEST:
E. Rula	_____
Title loan officer	City Clerk

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Executed in 3 Original Counterparts

Bond No. 1001072504

BOND

KNOW ALL MEN: That we, ROGNES CORPORATION of Ankeny, Iowa, hereinafter called the Principal, and American Contractors Indemnity Company, hereinafter called the surety, are held and firmly bound unto the City of Waukee, Iowa, hereinafter called the Owner in the sum of Seven Hundred Eighty-eight Thousand Five Hundred Sixty-five and 00/100 Dollars ($788,565.00), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated September 6, 2016, entered into a Contract with the Owner for Northwest Area Trunk Sewer Extension - Phase 1, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said

persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary not withstanding, to consent without notice:

a. To the extension of time to the Principal in which to perform the Contract.

b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 16th day of September, 20 16.

PRINCIPAL:

ROGNES CORPORATION
Contractor

Signature

Warren Rognes, President and Corporate Secretary
Title

SURETY:

American Contractors Indemnity Company
Surety Company

Signature, Attorney-in-Fact

Jeremy Crawford, Attorney-In-Fact
Name of Attorney-in-Fact

CCI Surety, Inc.
Company Name

1710 N. Douglas Dr., Suite 110 Golden Valley, MN 55422
Company Address (Including Zip Code)

(763) 543-6993
Company Telephone Number

A16600

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation, U.S. Specialty Insurance Company, a Texas corporation (collectively "the Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bonds and all kinds, recognizances, undertakings or contracts of suretyship, endorsements, amendments, riders, attachments and consents of surety, provided the penalty does not exceed _____ *****Five Million***** _____ Dollars ($ ____5,000,000.00** ____).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the limitations set forth in their respective powers of attorney.

Be it Resolved, that Attorneys-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver bonds and all kinds of recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **1st day of December, 2014**.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said **Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.**

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of September, 2016.

Corporate Seals

Bond No. 1001072504
Agency No. 8219

Kio Lo, Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-247-7756
Holmes Murphy & Assoc - WDM
PO Box 9207
Des Moines, IA 50306-9207
Jay J. Banzshawel

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Integrity Property & Casualty Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rognes Corporation
720 S.W. Goodwin
Ankeny, IA 50021

COVERAGES CERTIFICATE NUMBER: 48088441 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CPP218188100	01/01/16	01/01/17	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			CA218190200	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp: $1,000 X Coll: $1,000							$
A	X UMBRELLA LIAB X OCCUR			CUP218197400	01/01/16	01/01/17	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ -0-							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP218193301	01/01/16	01/01/17	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: NW Area Trunk Sewer Extension - Phase 1.
Additional Insured (GL): City of Waukee on a primary and non-contributory basis.

CERTIFICATE HOLDER

City of Waukee
230 Hwy 6
Waukee, IA 50263
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1P

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Sanitary Sewer Easement related to the Southwest Area Trunk Sewer Extension Project (Lyle and Diane Oleson)

FORMAT: Resolution.

SYNOPSIS INCLUDING PRO & CON: This is a temporary construction and perpetual sanitary sewer easement for the construction of the Southwest Area Trunk Sewer Extension Project

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $4,130.00

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 [LYLE AND DIANE OLESON]

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 Lyle and Diane Oleson 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 3rd 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) Lyle and Diane Oleson in the amount of $4,130.00.

_____
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				

Prepared by and Return to: Travis J. Paul, Veenstra & Kimm, Inc., 3000 Westown Pkwy, West Des Moines, Iowa 50266 (515) 225-8000

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Lyle William Oleson and Diane L. Oleson , (hereinafter referred to as the "Grantor(s)"), of the City of Waukee, Dallas County, Iowa, in consideration of the sum of Four Thousand One Hundred Thirty and 00/100 Dollars ($4,130.00) 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"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

Lot 4, Leonard's Subdivision, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

Perpetual Easement

Said perpetual easement 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 4; thence North 83°(degrees) 38'(minutes) 19"(seconds) East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance of 185.74 feet along the North line of said Lot 4 to the point of beginning; thence South 54°23'39" East, a distance of 91.04 feet; thence South 85°50'11" East, a distance of 121.12 feet to the East line of said Lot 4. The sidelines of said strip to be shortened or lengthened to terminate at the North and East lines of said Lot 4.

Containing 6,365 square feet, more or less.

Temporary Easement

Said temporary easement being more particularly described as follows:

> Commencing at the Northeast corner of said Lot 4; thence South 00°(degrees) 27'(minutes) 10"(seconds) West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance of 58.54 feet along the East line of said Lot 4 to the point of beginning; thence continuing South 00°27'10" West, a distance of 50.11 feet along said East line; thence North 85°50'11" West, a distance of 32.52 feet; thence South 04°09'49" West, a distance of 10.00 feet; thence North 85°50'11" West, a distance of 71.32 feet; thence North 54°23'39" West, a distance of 33.88 feet; thence North 04°09'49" East, a distance of 42.33 feet; thence South 85°50'11" East, a distance of 129.50 feet to the point of beginning.

Containing 3,318 square feet, more or less, excluding perpetual easement.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the sole purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across said Easement(s) 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(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement 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 reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

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 remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the parties 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.

6. Jurisdiction and Venue.

The City and the Grantor(s) 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.

7. 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.

8. 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 Lyle William Oleson and Diane L. Oleson, their heirs, assigns, successors-in-interest, or lessees, if any.

9. 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.

10. 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.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants 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 9th day of September, 2016.

Lyle William Oleson and Diane L. Oleson

Lyle W Oleson

Attest:

Diane L. Oleson

City of Waukee

William F. Peard, Mayor

Attest:

Tim Moerman, City Administrator

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

On this 9th day of September, 2016, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Lyle W Oleson + Diane L. Oleson, to me personally known, and acknowledge the execution of said instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

GARY D. ORDWAY
Commission Number 203055
My Commission Expires
September 15, 2018

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 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

EASEMENT DRAWING

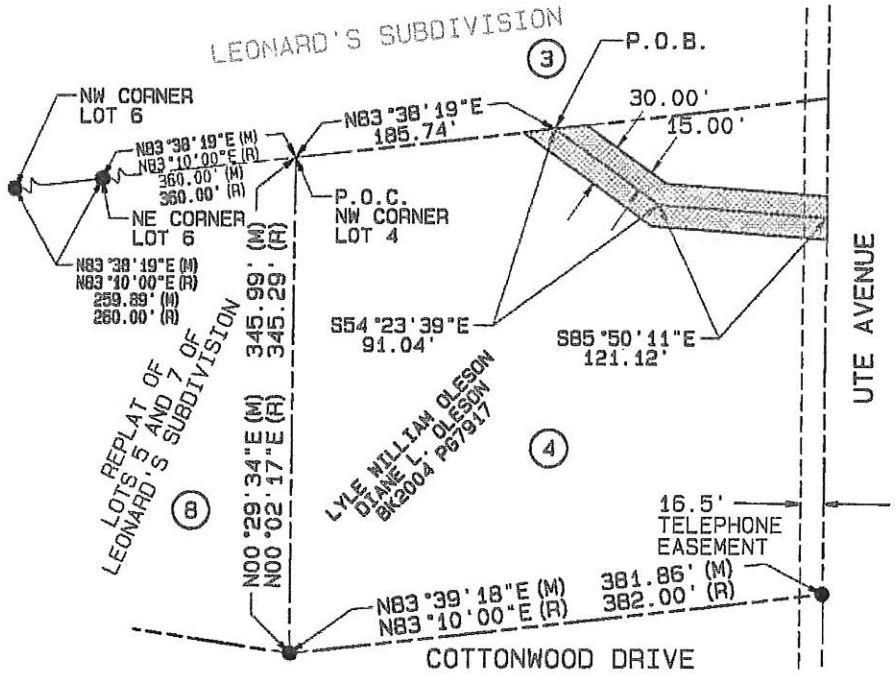
FOR THE CITY OF WAUKEE, IOWA

OWNER:
LYLE WILLIAM OLESON
DIANE L. OLESON

BOOK 2004 **PAGE** 7917

PARCEL ID:
1608100011

ADDRESS:
32441 UTE AVENUE
WAUKEE, IA 50263



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 6,365 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 100 200

SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	JDK
DATE	09-11-18
A.C.	

V&K

SANITARY SEWER EASEMENT IN LOT 4, LEONARD'S SUBDIVISION

DWG. NO. E-5

1 OF 2

VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-223-7949 (FAX) • 800-241-8000 (WATS)

PROJECT 276273

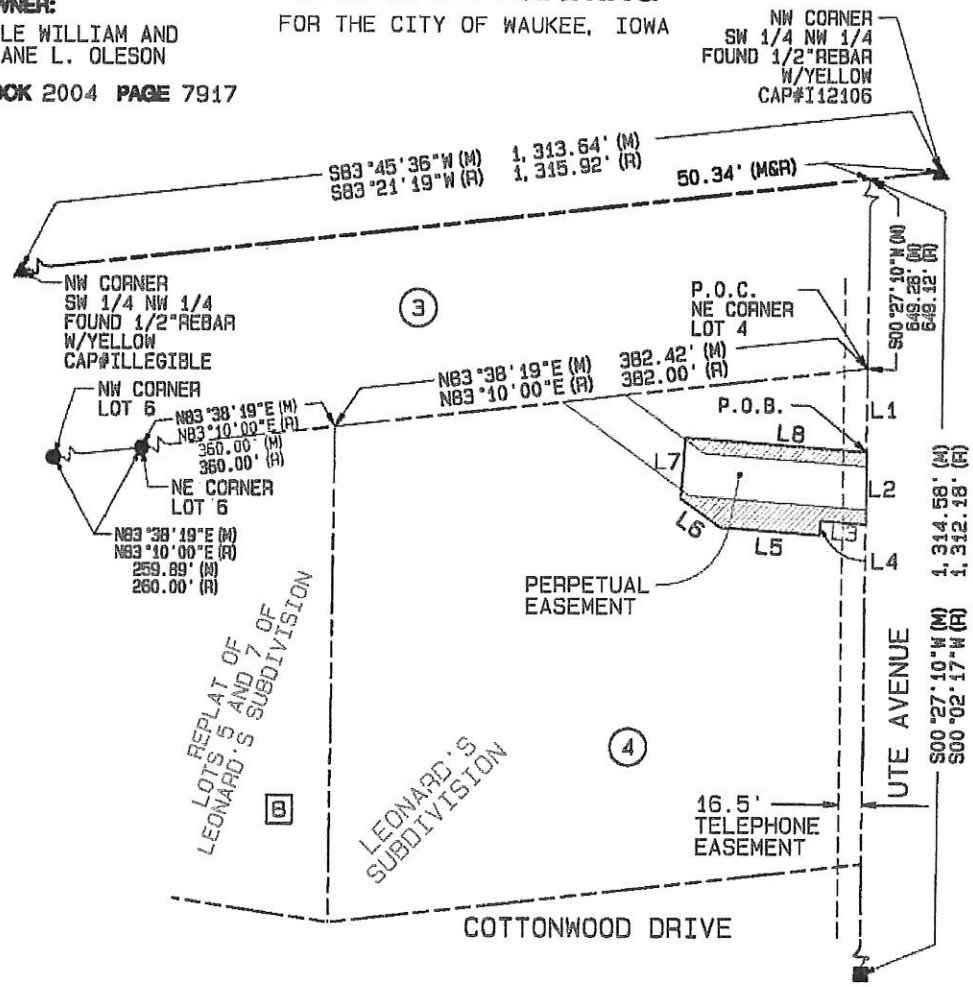
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA

OWNER:
LYLE WILLIAM AND
DIANE L. OLESON

BOOK 2004 **PAGE** 7917



LINE	BEARING	DISTANCE
L1	S00°27'10"W	58.54'
L2	S00°27'10"W	50.11'
L3	N85°50'11"W	32.52'
L4	S04°09'49"W	10.00'
L5	N85°50'11"W	71.32'
L6	N54°23'39"W	33.88'
L7	N04°09'49"E	42.33'
L8	S85°50'11"E	129.50'

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
- TEMPORARY EASEMENT 2,081 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 100 200

SCALE	1"=100'
DRAWN	TJP
CHECKED	BJH
APPROVED	JDK
DATE	09-11-18
A.C.	

CONSTRUCTION EASEMENT IN
LOT 4, LEONARD'S SUBDIVISION

DWG. NO.
E-5
2 OF 2

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

PROJECT 276273

MEMO OF UNDERSTANDING

1. Intent

This memo of understanding is to outline and describe the procedures for restoring settlement and depression upon initial construction of the sanitary sewer across the property owned by Lyle and Diane Oleson (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. Surface Restoration Due to Settlement and Depression

Upon the easements being executed by both parties, the City agrees that upon completion and acceptance by the City of the Southwest Area Trunk Sewer Extension project, and for a period of 2 (two) years following final acceptance by the City of the completed Project, that if any settlement or depression occurs within the easements conveyed by Property Owners for the project, the City will cause the contractor utilized for the Project to repair any such settlement or depressions that result from activities undertaken as part of said Project.

3. This memo of understanding is intended to explain and confirm how settlement and depression issues resulting within the easement areas where the Project is initially constructed will be addressed 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 relative to settlement and depression issues that occur or appear within 2 years after final acceptance of the Project by the City.

Dated this 9th day of September, 2016.

Owner

Lyle W Oleson

Lyle William Oleson

Diane L Oleson

Diane L. Oleson

City of Waukee

John Gibson, Public Works Director

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1Q

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Sanitary Sewer Easement related to the Southwest Area Trunk Sewer Extension Project (Thomas E. Taggart and Kathleen K. Taggart)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This is a temporary construction and perpetual sanitary sewer easement for the construction of the Southwest Area Trunk Sewer Extension Project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $17,800

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 [THOMAS AND KATHLEEN TAGGART]

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 Thomas and Kathleen Taggart 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 3rd 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) Thomas and Kathleen Taggart in the amount of $17,800.00.

_____
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				

Prepared by and Return to: Travis J. Paul, Veenstra & Kimm, Inc., 3000 Westown Pkwy, West Des Moines, Iowa 50266 (515) 225-8000

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Thomas E. Taggart and Kathleen K. Taggart , (hereinafter referred to as the "Grantor(s)"), of the City of Waukee, Dallas County, Iowa, in consideration of the sum of Seventeen Thousand Eight Hundred and 00/100 Dollars ($17,800.00), a sanitary service stub at manhole located nearest to Grantor's house for connection by Grantor free of charge, 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"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

Lot 3, Leonard's Subdivision, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

Perpetual Easement

Said perpetual easement being more particularly described as follows:

Commencing at the Northwest corner of said Lot 3; thence North 83°(degrees) 38'(minutes) 19"(seconds) East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 105.49 feet along the North line of said Lot 3 to the point of beginning; thence continuing North 83°38'19" East, 88.31 feet along said North line; thence South 72°18'17" East, 72.30 feet; thence North 06°21'41" West, 29.47 feet to said North line; thence North 83°38'19" East, 30.00 feet along said North line; thence South 06°21'41" East, 38.16 feet; thence North 84°43'19" East, 207.05 feet; thence South 54°23'39" East, 335.68 feet to the South line of said Lot 3; thence South 83°38'19" West, 53.84 feet along said South line; thence North 54°23'39" West, 282.24 feet; thence South 84°43'19" West, 211.95 feet; thence North 72°18'17" West, 181.06 feet to the point of beginning.

Containing 24,857 square feet, more or less.

Temporary Easement

Said temporary easement being more particularly described as follows:

> Commencing at the Northwest corner of said Lot 3; thence North 83°(degrees) 38'(minutes) 19"(seconds) East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 88.32 feet along the North line of said Lot 3 to the point of beginning; thence continuing North 83°38'19" East, 201.50 feet along said North line to the Northeast corner of above described perpetual easement; thence South 06°21'41" East, 38.16 feet along said perpetual easement; thence North 84°43'19" East, 106.38 feet along said perpetual easement; thence North 05°16'41" West, 17.00 feet; thence North 84°43'19" East, 118.46 feet; thence South 54°23'39" East, 39.38 feet; thence South 35°36'21" West, 65.00 feet; thence North 54°23'39" West, 15.15 feet; thence South 84°43'19" West, 208.56 feet; thence North 72°18'17" West, 13.76 feet; thence North 15°56'16" West, 8.41 feet to the South line of said perpetual easement; thence North 72°18'17" West, 55.70 feet along said South line; thence South 16°04'04" West, 7.00 feet; thence North 72°18'17" West, 137.05 feet to the point of beginning.

Containing 7,416 square feet, more or less, excluding perpetual easement.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the sole purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across said Easement(s) 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(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement 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 reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s) including replacement of any damaged sewer service laterals, except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

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 remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the parties 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.

6. Jurisdiction and Venue.

The City and the Grantor(s) 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.

7. 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.

8. Parties.

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

9. 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.

10. 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.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants 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 21st day of SEPTEMBER, 2016.

Thomas E. Taggart and Kathleen K. Taggart

Thomas E. Taggart

Kathleen K. Taggart

Attest:

City of Waukee

William F. Peard, Mayor

Attest:

Tim Moerman, City Administrator

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

On the 21st day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

Thomas E. Taggart to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

BETH RICHARDSON
Commission Number 701731
My Commission Expires
2/15/18

Notary Public in and for the State of Iowa

On the 21st day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

Kathleen K. Taggart to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

BETH RICHARDSON
Commission Number 701731
My Commission Expires
2/15/18

Notary Public in and for the State of Iowa

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 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.

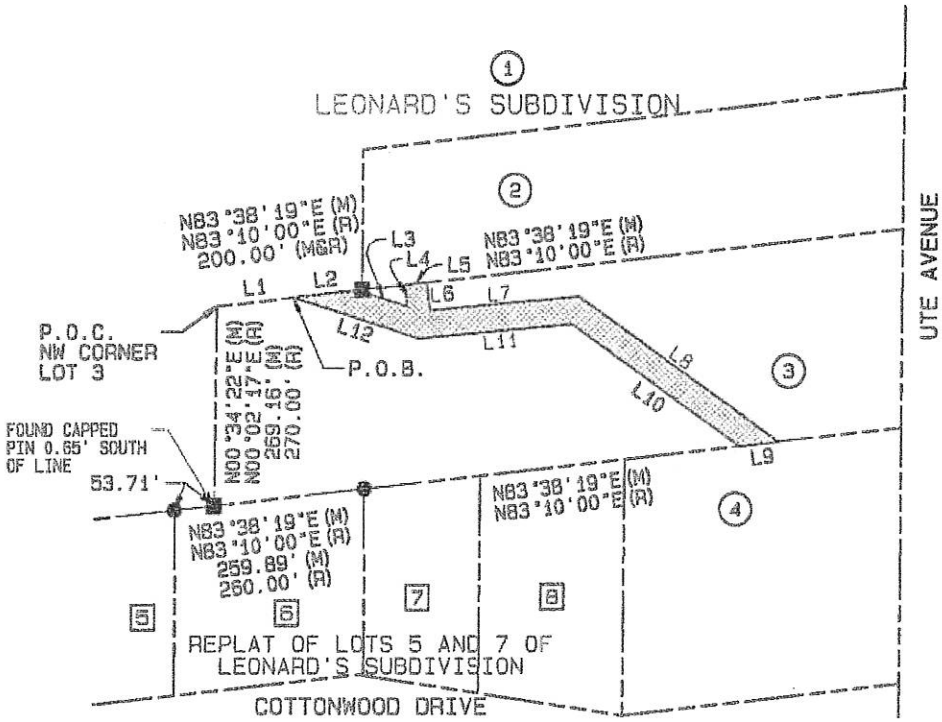
_____
Notary Public in and for the State of Iowa

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

EASEMENT DRAWING

OWNER:
THOMAS E. AND
KATHLEEN K. TAGGART JTRS

FOR THE CITY OF WAUKEE, IOWA **BOOK** 767 **PAGE** 860



LINE	BEARING	DISTANCE
L1	N83°38'19"E	105.49'
L2	N83°38'19"E	88.31'
L3	S72°18'17"E	72.30'
L4	N06°21'41"W	29.47'
L5	N83°38'19"E	30.00'
L6	S06°21'41"E	38.16'
L7	N84°43'19"E	207.05'
L8	S54°23'39"E	335.68'
L9	S83°38'19"W	53.84'
L10	N54°23'39"W	282.24'
L11	S84°43'19"W	211.95'
L12	N72°18'17"W	181.06'

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 24,857 SQUARE FEET

0 200 400

SCALE	1"=200'
DRAWN	TJP
CHECKED	BJM
APPROVED	JDK
DATE	03-11-10
A.G.	

SANITARY SEWER EASEMENT IN LOT 3, LEONARD'S SUBDIVISION

DWG. NO. E-4

1 OF 2

PROJECT 276172

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

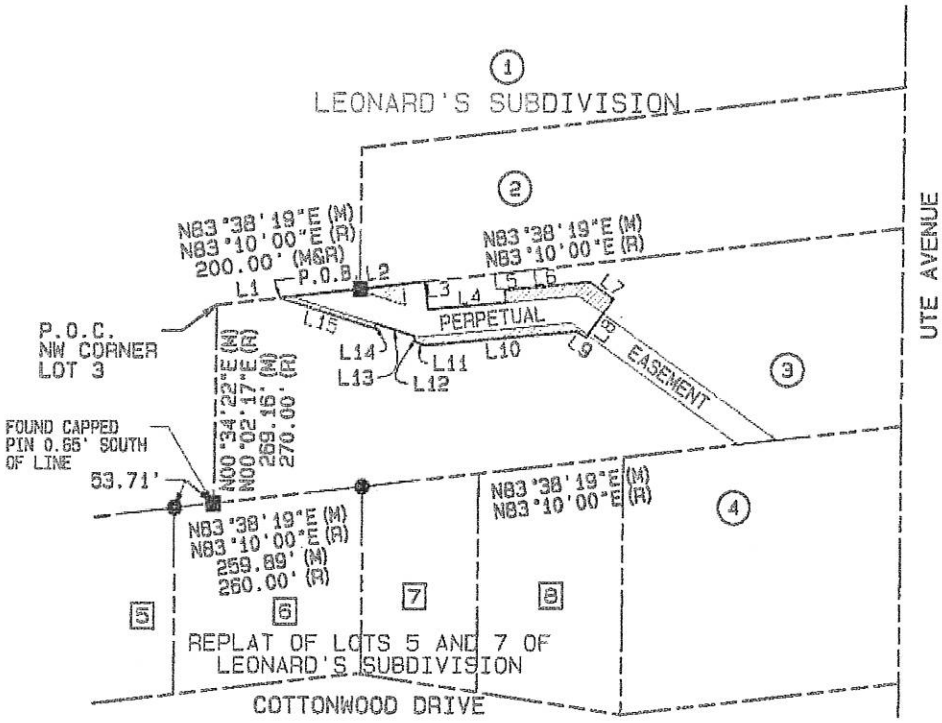
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 NESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA **BOOK** 767 **PAGE** 860

OWNER:

THOMAS E. AND
KATHLEEN K. TAGGART JTRS



LINE	BEARING	DISTANCE
L1	N83°38'19"E	88.32'
L2	N83°38'19"E	201.50'
L3	S06°21'41"E	38.16'
L4	N84°43'19"E	106.36'
L5	N05°16'41"W	17.00'
L6	N84°43'19"E	118.46'
L7	S54°23'39"E	39.38'
L8	S35°36'21"W	65.00'
L9	N54°23'39"W	15.15'
L10	S84°43'19"W	208.56'
L11	N72°18'17"W	13.76'
L12	N15°56'16"W	8.41'
L13	N72°18'17"W	55.70'
L14	S16°04'04"W	7.00'
L15	N72°18'17"W	137.05'

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
- ▨ TEMPORARY EASEMENT 7,416 SQUARE FEET

0 200 400

SCALE	1"=200'
DRAWN	TJP
CHECKED	SJM
APPROVED	JGK
DATE	08-11-15
A.C.	

CONSTRUCTION EASEMENT IN
LOT 3, LEONARD'S SUBDIVISION

DWG. NO.
E-4
2 OF 2

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

PROJECT 27B172

MEMO OF UNDERSTANDING

1. Intent

This memo of understanding is to outline and describe the procedures for restoring settlement and depression upon initial construction of the sanitary sewer across the property owned by Thomas and Kathleen Taggart (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. Surface Restoration Due to Settlement and Depression

Upon the easements being executed by both parties, the City agrees that upon completion and acceptance by the City of the Southwest Area Trunk Sewer Extension project, and for a period of 2 (two) years following final acceptance by the City of the completed Project, that if any settlement or depression occurs within the easements conveyed by Property Owners for the project, the City will cause the contractor utilized for the Project to repair any such settlement or depressions that result from activities undertaken as part of said Project.

3. This memo of understanding is intended to explain and confirm how settlement and depression issues resulting within the easement areas where the Project is initially constructed will be addressed 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 relative to settlement and depression issues that occur or appear within 2 years after final acceptance of the Project by the City.

Dated this 18th day of SEPTEMBER, 2016.

Owner

Thomas E. Taggart

Kathleen K. Taggart

Kathleen K. Taggart

City of Waukee

John Gibson, Public Works Director

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1R

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

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

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This is the temporary construction and perpetual sanitary sewer easements for the construction of the Southwest Area Trunk Sewer Extension Project that serves the current Daybreak II area and future development west along Ashworth Road.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $101,470.00

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 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 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 Phillips-Hamilton, Inc., 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 3rd day of October, 2016, that it hereby approves the Sanitary Sewer 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 $101,470.00.

_____
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				

Prepared by and Return to: Travis J. Paul, Veenstra & Kimm, Inc., 3000 Westown Pkwy, West Des Moines, Iowa 50266 (515) 225-8000

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Phillips-Hamilton, Inc., (hereinafter referred to as the "Grantor(s)"), of the City of Waukee, Dallas County, Iowa, in consideration of the sum of One Hundred One Thousand Four Hundred Seventy and 00/100 Dollars ($101,470.00) 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"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

The Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 and part of the North 1/2 of the Northwest Fractional 1/4, all in Section 7, Township 78 North, Range 26 West of the 5th P.M., City of Waukee, Dallas County, Iowa.

Perpetual Easement

Said perpetual easement being more particularly described in two (2) segments as follows:

Segment 1

Commencing at the Northeast corner of said Section 7; thence South 84°(degrees) 13'(minutes) 55"(seconds) West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 299.19 feet along the North line of said Northeast 1/4; thence South 05°46'05" East, 45.00 to the South right-of-way line of Ashworth Road, said point being the point of beginning; thence South 28°22'59" East, 115.63 feet; thence South 16°06'25" West, 326.80 feet; thence South 11°45'02" East, 153.42 feet; thence South 47°39'59" East, 149.35 feet; thence South 30°55'06" East, 252.88 feet; thence South 17°02'16" West, 144.59 feet; thence South 80°23'40" East, 97.06 feet to a point on the West line of Willow Pines Plat 2 according to the plat thereof recorded in Book 2014 on Page 15776 in the Dallas County Recorder's Office; thence South 01°11'00" West, 30.33 feet along said West line; thence North 80°23'40" West, 135.67 feet; thence North 17°02'16" East, 165.41 feet; thence North 30°55'06" West, 235.12 feet; thence North

47°39'59" West, 154.65 feet; thence North 63°52'49" West, 390.25 feet; thence North 70°55'16" West, 335.75 feet; thence North 23°53'32" West, 240.07 feet to a point on said South right-of-way line of Ashworth Road; thence North 84°13'55" East, 41.72 feet along said South right-of-way line; thence South 21°23'12" East, 214.50 feet; thence South 70°55'16" East, 324.25 feet; thence South 63°52'44" East, 368.70 feet; thence North 11°45'02" West, 132.58 feet; thence North 16°06'25" East, 321.20 feet; thence North 33°13'19" West, 121.33 feet to a point on said South right-of-way line of Ashworth Road; thence North 84°13'55" East, 44.17 feet along said South right-of-way line to the point of beginning.

Containing 67,973 square feet, more or less.

Segment 2

Commencing at the Northwest corner of said Section 7; thence South 00°(degrees) 17'(minutes) 28"(seconds) West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 656.84 feet along the West line of said Section 7; thence South 89°42'32" East, 33.00 feet to the East right-of-way line of U Place, said point being the point of beginning; thence South 77°35'31" East, 209.65 feet; thence South 88°54'25" East, 234.56 feet; thence South 79°57'45" East, 241.64 feet; thence South 79°18'14" East, 260.98 feet; thence South 73°13'45" East, 274.46 feet; thence South 47°43'18" East, 117.30 feet; thence North 86°33'39" East, 246.89 feet; thence North 63°14'59" East, 259.65 feet; thence South 73°09'16" East, 498.27 feet; thence South 63°52'25" East, 56.03 feet; thence North 85°32'56" East, 314.38 feet; thence North 84°29'48" East, 221.13 feet; thence North 41°52'50" East, 217.85 feet to a point on the West line of above described perpetual easement Segment 1; thence South 17°02'16" West, 20.39 feet along said perpetual easement Segment 1; thence South 80°23'40" East, 25.35 feet along said perpetual easement Segment 1; thence South 41°52'50" West, 224.58 feet; thence South 84°29'48" West, 232.87 feet; thence South 83°45'29" West, 325.70 feet; thence North 63°52'25" West, 63.97 feet; thence North 73°37'28" West, 477.74 feet; thence South 64°35'53" West, 250.38 feet; thence South 88°20'49" West, 251.59 feet; thence; thence South 22°43'04" West, 223.57 feet to a point on the South line of said Northwest 1/4 of the Northeast 1/4; thence South 83°59'00" West, 34.21 feet along said South line; thence North 22°43'04" East, 239.20 feet; thence North 47°43'18" West, 105.93 feet; thence North 74°30'10" West, 265.58 feet; thence North 80°37'34" West, 259.06 feet; thence North 79°57'45" West, 238.36 feet; thence North 88°54'25" West, 235.44 feet; thence North 77°35'31" West, 204.80 feet to a point of said East right-of-way line of U Place; thence North 00°17'28" East, 42.96 feet along said East right-of-way line to the Point of Beginning.

Containing 124,602 square feet, more or less. Total area containing 192,575 square feet, more or less.

Temporary Easement

Said temporary easement being more particularly described in two (2) segments as follows:

Segment 1

Commencing at the Northeast corner of said Section 7; thence South 84°(degrees) 13'(minutes) 55"(seconds) West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 205.59 feet along the North line of said Northeast 1/4; thence South 05°46'05" East, 45.00 to the South right-of-way line of Ashworth Road, said point being the point of beginning; thence South 05°46'08" East, 105.14 feet; thence South 16°06'25" West, 335.44 feet; thence South 11°45'02" East, 127.67 feet; thence South 47°39'59" East, 141.39 feet; thence South 30°55'06" East, 252.59 feet; thence South 17°02'16" West, 174.35 feet; thence South 80°24'02" East, 70.46 feet to a point on the West line of Willow Pines Plat 2 according to the plat thereof recorded in Book 2014 on Page 15776 in the Dallas County Recorder's Office; thence South 01°11'00" West, 50.54 feet along said West line; thence North 80°23'26" West, 165.06 feet; thence North 17°02'16" East, 186.13 feet; thence North 30°55'06" West, 212.78 feet; thence North 47°39'59" West, 143.39 feet; thence North 63°35'59" West, 393.88 feet; thence North 70°55'16" West, 341.51 feet; thence North 22°41'56" West, 249.77 feet to said South right-of-way line of Ashworth Road; thence North 84°13'55" East, 94.08 feet along said South right-of-way line; thence South 22°41'56" East, 182.10 feet; thence South 70°55'16" East, 306.99 feet; thence South 63°35'59" East, 318.56 feet; thence North 11°45'02" West, 69.58 feet; thence North 16°06'25" East, 318.41 feet; thence North 30°51'37" West, 119.39 feet to said South right-of-way line; thence North 84°13'55" East, 148.81 feet along said South right-of-way line to the point of beginning, EXCEPTING THEREFROM above described perpetual easement Segments 1 and 2.

Containing 122,746 square feet, more or less.

Segment 2

Commencing at the Northwest corner of said Section 7; thence South 00°(degrees) 17'(minutes) 28"(seconds) West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 616.95 feet along the West line of said Section 7; thence South 89°42'32" East, 33.00 feet to the East right-of-way line of U Place, said point being the point of beginning; thence South 77°35'31" East, 208.10 feet; thence South 01°05'35" West, 11.19 feet; thence South 88°54'25" East, 238.91 feet; thence South 79°57'57" East, 506.31 feet; thence South 73°51'20" East, 261.84 feet; thence South 47°43'18" East, 135.50 feet; thence North 87°29'21" East, 232.17 feet; thence North 63°54'42" East, 262.29 feet; thence South 73°23'04" East, 506.96 feet; thence South 63°52'25" East, 52.05 feet; thence North 84°38'15" East, 308.62 feet; thence North 05°30'12" West, 30.00 feet; thence North 84°29'48" East, 214.47 feet; thence North 41°52'50" East, 223.22 feet to the

West line of above described temporary easement Segment 1; thence South 17°02'16" West, 91.87 feet along said temporary easement Segment 1; thence South 80°22'41" East, 72.61 feet along said temporary easement Segment 1; thence South 41°52'50" West, 232.37 feet; thence South 84°34'41" West, 573.98 feet; thence North 63°52'25" West, 67.95 feet; thence North 73°23'04" West, 469.04 feet; thence South 63°54'42" West, 272.71 feet; thence South 87°29'21" West, 210.72 feet; thence South 22°43'04" West, 182.44 feet to the South line of said Northwest 1/4 of the Northeast 1/4; thence South 83°59'00" West, 114.04 feet along said South line; thence North 22°43'04" East, 244.30 feet; thence North 47°43'18" West, 71.87 feet; thence North 73°51'20" West, 256.00 feet; thence North 09°24'59" East, 10.28 feet; thence North 79°57'45" West, 497.98 feet; thence North 88°54'25" West, 232.65 feet; thence South 01°05'35" West, 10.79 feet; thence North 77°35'31" West, 206.64 feet to said East right-of-way line of U Place; thence North 00°17'28" East, 102.28 feet along said East right-of-way line to the point of beginning.

Containing 167,574 square feet, more or less. Total area containing 290,320 square feet, more or less.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) 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(s) granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement 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 reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

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 remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless.

The Grantor(s) 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 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.

8. 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.

9. 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 Phillips-Hamilton, Inc., their heirs, assigns, successors-in-interest, or lessees, if any.

10. 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.

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.

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.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants 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 19 day of September, 2016.

Phillips-Hamilton, Inc.

Phillips H Hamilton

Attest:

Phillips H Hamilton, President

City of Waukee

William F. Peard, Mayor

Attest:

Tim Moerman, City Administrator

STATE OF ~~IOWA~~ Illinois)
) SS:
COUNTY OF ~~DALLAS~~ Cook)

On this 19 day of September, 2016, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Phillips H Hamilton, to me personally known, who, being by me duly sworn, did state that they are the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said President as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

OFFICIAL SEAL
MAGALY BAUTISTA
Notary Public - State of Illinois
My Commission Expires March 11, 2018

Magaly Bautista

Notary Public in and for the State of ~~Iowa~~ Illinois

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 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

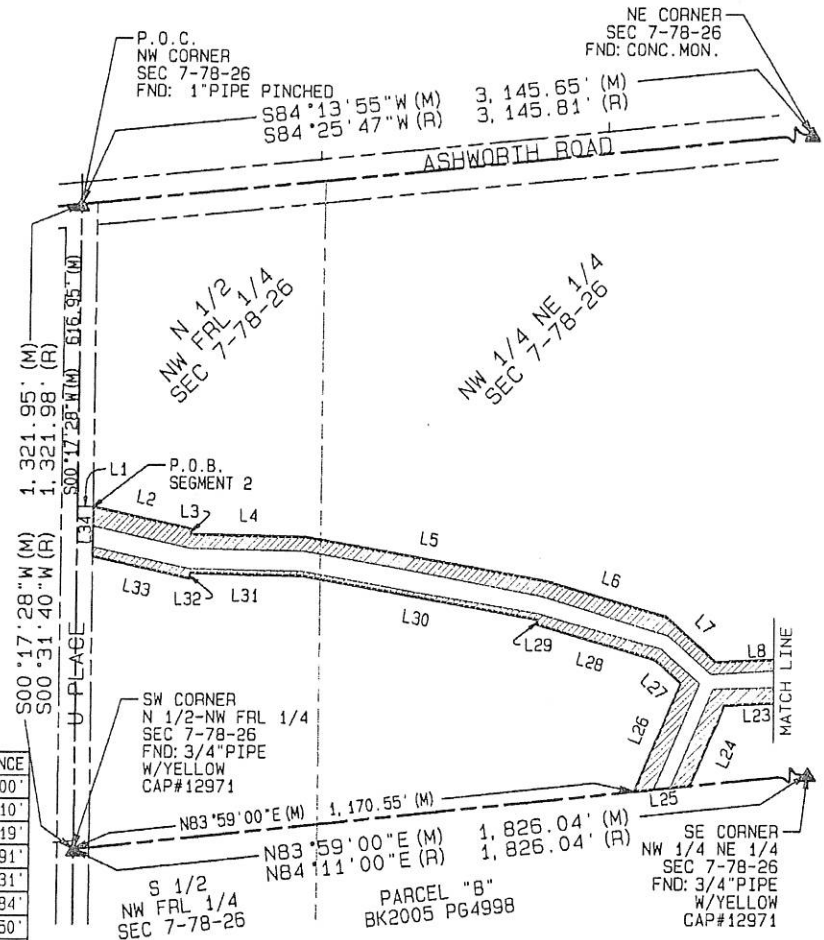
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.

EASEMENT DRAWING

BOOK 581 PAGE 146

FOR THE CITY OF WAUKEE, IOWA



LINE	BEARING	DISTANCE
L1	S89°42'32"E	33.00'
L2	S77°35'31"E	208.10'
L3	S01°05'35"W	11.19'
L4	S88°54'25"E	238.91'
L5	S79°57'57"E	506.31'
L6	S73°51'20"E	261.84'
L7	S47°43'18"E	135.50'
L8	N87°29'21"E	232.17'
L9	N63°54'42"E	262.29'
L10	S73°23'04"E	506.96'
L11	S63°52'25"E	52.05'
L12	N84°38'15"E	308.62'
L13	N05°30'12"W	30.00'
L14	N84°29'48"E	214.47'
L15	N41°52'50"E	223.22'
L16	S17°02'16"W	91.87'
L17	S80°22'41"E	72.61'
L18	S41°52'50"W	232.37'
L19	N84°34'41"E	573.98'
L20	N63°52'25"W	67.95'
L21	N73°23'04"W	469.04'
L22	S63°54'42"W	272.71'
L23	S87°29'21"W	210.72'
L24	S22°43'04"W	182.44'
L25	S83°59'00"W	114.04'
L26	N22°43'04"E	244.30'
L27	N47°43'18"W	71.87'
L28	N73°51'20"W	256.00'
L29	N09°24'59"E	10.28'
L30	N79°57'45"W	497.98'
L31	N88°54'25"W	232.65'
L32	S01°05'35"W	10.79'
L33	N77°35'31"W	206.64'
L34	N00°17'28"E	102.28'
L35	N06°10'53"W	14.99'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- ● FOUND 1/2"REBAR W/YELLOW CAP#6808
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- TEMPORARY EASEMENT SEGMENT 2 167,574 SQUARE FEET TOTAL AREA 290,320 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 300 600

SCALE	1"=300'
DRAWN	TJP
CHECKED	BJM
APPROVED	JDK
DATE	08-08-16
A.C.	

CONSTRUCTION EASEMENT IN THE N 1/2 NE 1/4 AND THE N 1/2 NW FRL 1/4 OF 7-78-26

DWG. NO. E-1

5 OF 6

PROJECT 275273

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

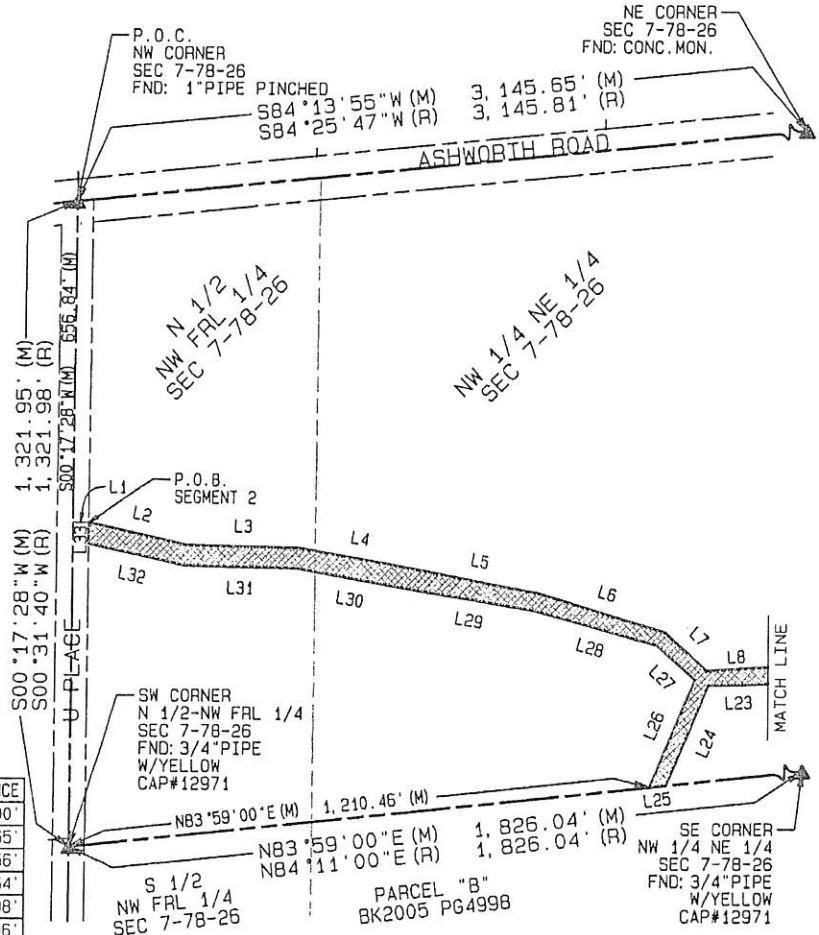
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.

EASEMENT DRAWING

BOOK 581 PAGE 146

FOR THE CITY OF WAUKEE, IOWA



LINE	BEARING	DISTANCE
L1	S89°42'32"E	33.00'
L2	S77°35'31"E	209.65'
L3	S88°54'25"E	234.56'
L4	S79°57'45"E	241.64'
L5	S79°18'14"E	260.98'
L6	S73°13'45"E	274.46'
L7	S47°43'18"E	117.30'
L8	N86°33'39"E	246.89'
L9	N63°14'59"E	259.65'
L10	S73°09'16"E	498.27'
L11	S63°52'25"E	56.03'
L12	N85°32'56"E	314.38'
L13	N84°29'48"E	221.13'
L14	N41°52'50"E	217.85'
L15	S17°02'16"W	20.39'
L16	S80°23'40"E	25.35'
L17	S41°52'50"W	224.58'
L18	S84°29'48"W	232.87'
L19	S83°45'29"W	325.70'
L20	N63°52'25"W	63.97'
L21	N73°37'28"W	477.74'
L22	S64°35'53"W	250.38'
L23	S88°20'49"W	251.59'
L24	S22°43'04"W	223.57'
L25	S83°59'00"W	34.21'
L26	N22°43'04"E	239.20'
L27	N47°43'18"W	105.93'
L28	N74°30'10"W	265.58'
L29	N80°37'34"W	259.06'
L30	N79°57'45"W	238.36'
L31	N88°54'25"W	235.44'
L32	N77°35'31"W	204.80'
L33	N00°17'28"E	42.96'
L34	N06°10'53"W	40.10'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- ● FOUND 1/2"REBAR W/YELLOW CAP#6808
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- PERPETUAL EASEMENT SEGMENT 2 124,602 SQUARE FEET TOTAL AREA 192,575 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 300 600

SCALE	1"=300'
DRAWN	TJP
CHECKED	BJM
APPROVED	JDK
DATE	08-08-16
A.C.	

V&K

SANITARY SEWER EASEMENT IN THE N 1/2 NE 1/4 AND THE N 1/2 NW FRL 1/4 OF 7-78-26

DWG. NO. E-1

2 OF 6

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

PROJECT 275273

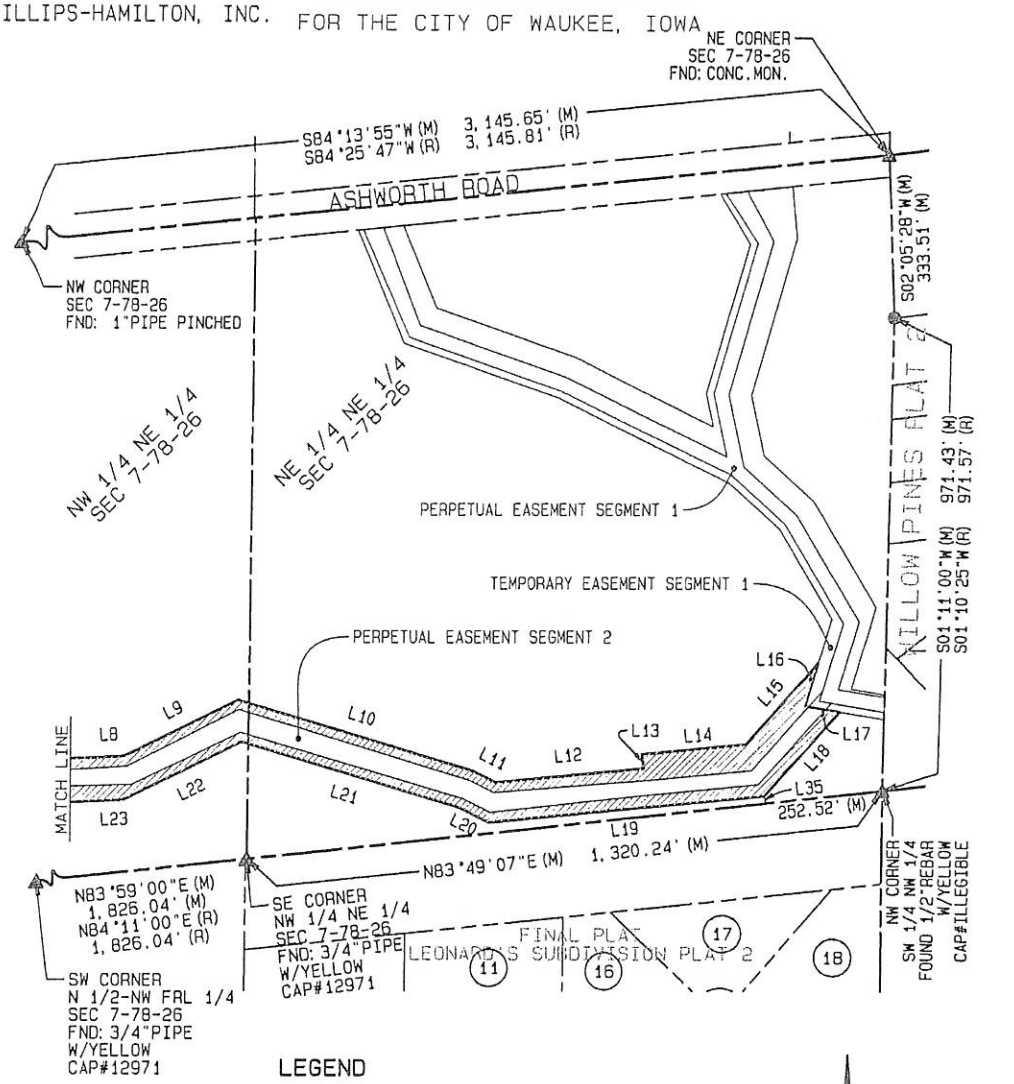
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA

BOOK 581 **PAGE** 146



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- ● FOUND 1/2"REBAR W/YELLOW CAP#6808
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- ▨ TEMPORARY EASEMENT SEGMENT 2
  167,574 SQUARE FEET
  TOTAL AREA
  290,320 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 300 600

SCALE	1"=300'
DRAWN	TJP
CHECKED	BJH
APPROVED	BJH
DATE	08-08-16
A.C.	

V&K

SANITARY SEWER EASEMENT IN THE N 1/2 NE 1/4 AND THE N 1/2 NW FRL 1/4 OF 7-78-26

DWG. NO. E-1

6 OF 6

PROJECT 275273

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

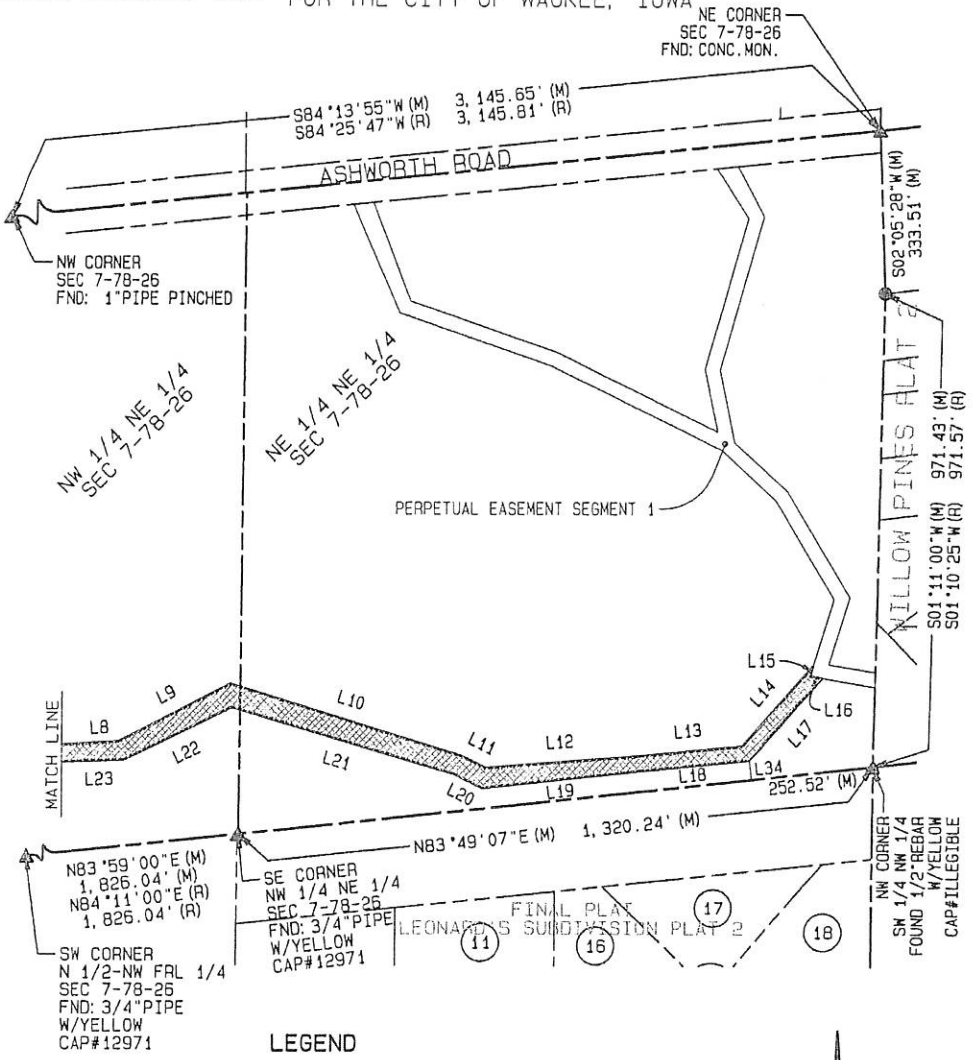
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:

EASEMENT DRAWING

BOOK 581 PAGE 146

PHILLIPS-HAMILTON, INC. FOR THE CITY OF WAUKEE, IOWA



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- ● FOUND 1/2"REBAR W/YELLOW CAP#6808
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- PERPETUAL EASEMENT SEGMENT 2
  124,602 SQUARE FEET
  TOTAL AREA
  192,575 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 300 600

SCALE	1"=300'
DRAWN	TJP
CHECKED	BJM
APPROVED	BJM
DATE	08-08-16
A.C.	

SANITARY SEWER EASEMENT IN THE N 1/2 NE 1/4 AND THE N 1/2 NW FRL 1/4 OF 7-78-26

DWG. NO. E-1

3 OF 6

PROJECT 275273

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

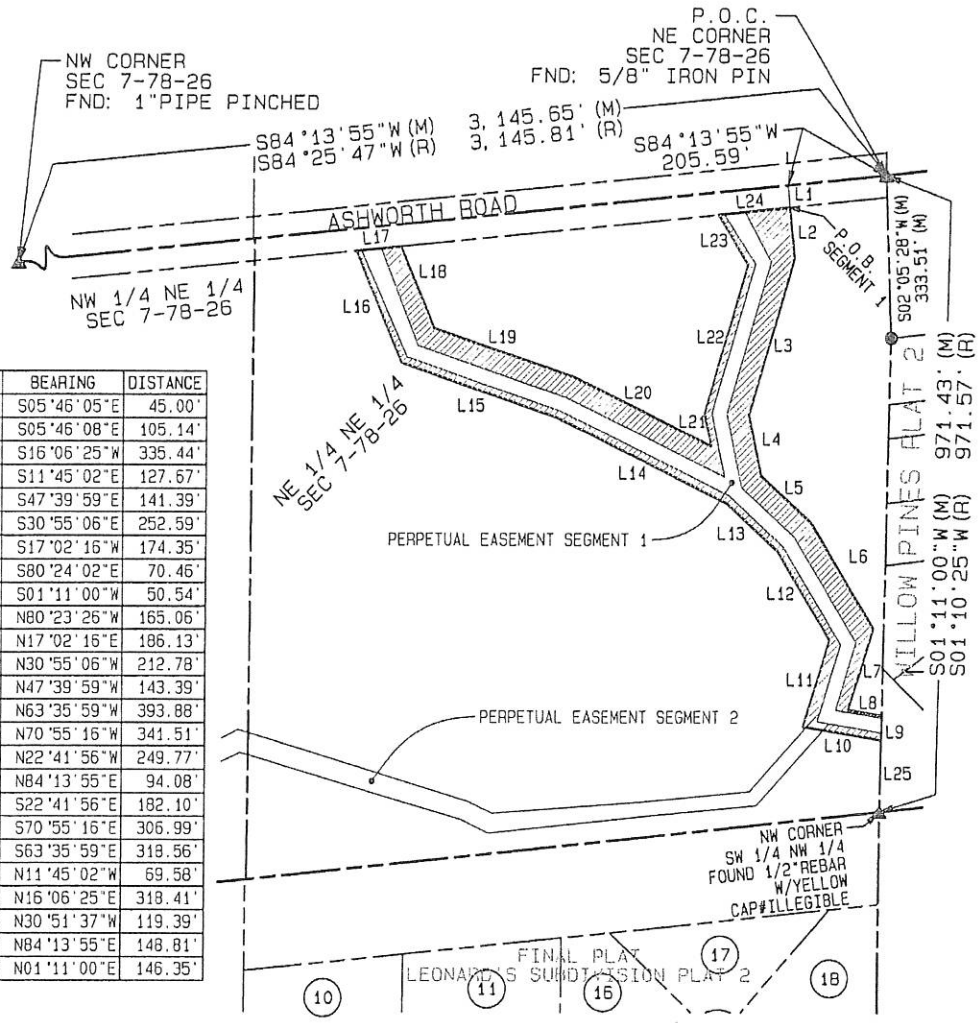
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA

BOOK 581 PAGE 146



LINE	BEARING	DISTANCE
L1	S05°46'05"E	45.00'
L2	S05°46'08"E	105.14'
L3	S16°06'25"W	335.44'
L4	S11°45'02"E	127.67'
L5	S47°39'59"E	141.39'
L6	S30°55'06"E	252.59'
L7	S17°02'16"W	174.35'
L8	S80°24'02"E	70.46'
L9	S01°11'00"W	50.54'
L10	N80°23'26"W	165.06'
L11	N17°02'16"E	186.13'
L12	N30°55'06"W	212.78'
L13	N47°39'59"W	143.39'
L14	N63°35'59"W	393.88'
L15	N70°55'16"W	341.51'
L16	N22°41'56"W	249.77'
L17	N84°13'55"E	94.08'
L18	S22°41'56"E	182.10'
L19	S70°55'16"E	306.99'
L20	S63°35'59"E	318.56'
L21	N11°45'02"W	69.58'
L22	N16°06'25"E	318.41'
L23	N30°51'37"W	119.39'
L24	N84°13'55"E	148.81'
L25	N01°11'00"E	146.35'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- ⊗ FOUND 1/2"REBAR W/YELLOW CAP#6808
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- TEMPORARY EASEMENT SEGMENT 1 122,746 SQUARE FEET TOTAL AREA 290,320 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 300 600

SCALE	1"=300'
DRAWN	TJP
CHECKED	BJM
APPROVED	JDK
DATE	08-08-16
A.C.	

CONSTRUCTION EASEMENT IN THE N 1/2 NE 1/4 AND THE N 1/2 NW FRL 1/4 OF 7-78-26

DWG. NO. E-1

4 OF 6

PROJECT 275273

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

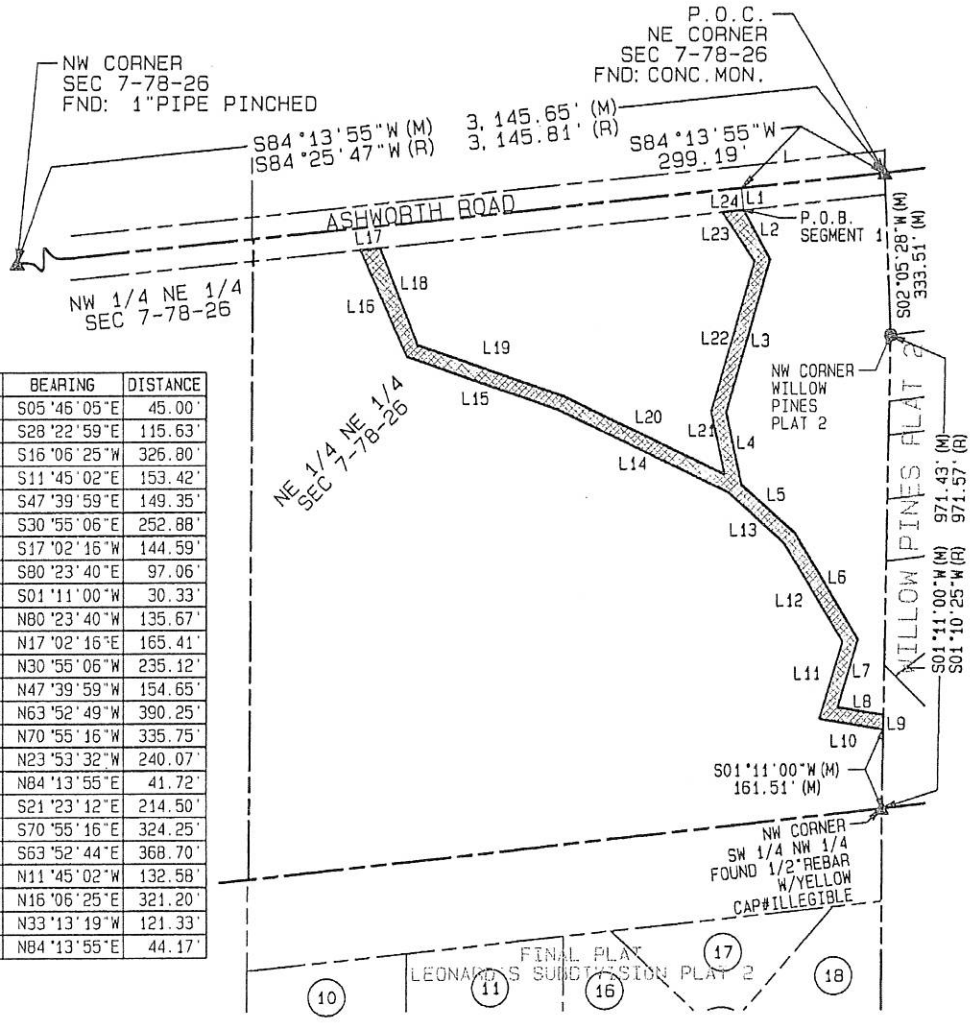
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:
PHILLIPS-HAMILTON, INC.

EASEMENT DRAWING

FOR THE CITY OF WAUKEE, IOWA

BOOK 581 PAGE 146



LINE	BEARING	DISTANCE
L1	S05°46'05"E	45.00'
L2	S28°22'59"E	115.63'
L3	S16°06'25"W	326.80'
L4	S11°45'02"E	153.42'
L5	S47°39'59"E	149.35'
L6	S30°55'06"E	252.88'
L7	S17°02'16"W	144.59'
L8	S80°23'40"E	97.06'
L9	S01°11'00"W	30.33'
L10	N80°23'40"W	135.67'
L11	N17°02'16"E	165.41'
L12	N30°55'06"W	235.12'
L13	N47°39'59"W	154.65'
L14	N63°52'49"W	390.25'
L15	N70°55'16"W	335.75'
L16	N23°53'32"W	240.07'
L17	N84°13'55"E	41.72'
L18	S21°23'12"E	214.50'
L19	S70°55'16"E	324.25'
L20	S63°52'44"E	368.70'
L21	N11°45'02"W	132.58'
L22	N16°06'25"E	321.20'
L23	N33°13'19"W	121.33'
L24	N84°13'55"E	44.17'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
- ● FOUND 1/2"REBAR W/YELLOW CAP#6808
- (M) "AS MEASURED" DISTANCE OR BEARING
- (R) "AS RECORDED" DISTANCE OR BEARING
- PERPETUAL EASEMENT SEGMENT 1 67,973 SQUARE FEET TOTAL AREA 192,575 SQUARE FEET

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
(SOUTH ZONE)

0 300 600

SCALE	1"=300'
DRAWN	TJP
CHECKED	BJH
APPROVED	JDK
DATE	08-08-16
A.C.	

SANITARY SEWER EASEMENT IN THE N 1/2 NE 1/4 AND THE N 1/2 NW FRL 1/4 OF 7-78-26

DWG. NO. E-1

1 OF 6

PROJECT 275273

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

Waukee
THE KEY TO GOOD LIVING

AGENDA ITEM: J1S

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution fixing date for a meeting on the authorization of a Loan Agreement and the issuance of not to exceed $2,900,000 Sewer Revenue Capital Loan Notes of Waukee, Iowa

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: Funding is necessary to complete the Sewer Fund capital improvement projects including the SW Trunk Sewer Extension and Fox Creek Phase 3 projects.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: Sufficient Sewer Utility Rates are in place to proceed with these revenue capital loan notes.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff recommends moving forward with setting the public hearing date, as prepared by the City's legal representatives with Ahlers & Cooney PC.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution

PREPARED BY: Linda Burkhart lb

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

RESOLUTION 16-

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $2,900,000 SEWER REVENUE CAPITAL LOAN NOTES, OF THE CITY OF WAUKEE, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waukee, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of Not to exceed $2,900,000, as authorized by Sections 384.24A and 384.83, Code of Iowa, as amended, for the purpose of providing funds to pay costs as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

WHEREAS, before a Loan Agreement may be authorized and Sewer Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the City Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 230 West Hickman Road, Waukee, Iowa, at 5:30 o'clock P.M., on the 17th day of October, 2016, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed $2,900,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of improvements and extensions to the Municipal Sewer System, including the Southwest Outfall (Phase 1) and Fox Creek (Phase 3) projects.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of Sewer Revenue Capital Loan Notes, to a principal amount of not to exceed $2,900,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WAUKEE, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $2,900,000 SEWER REVENUE CAPITAL LOAN NOTES, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waukee, State of Iowa, will hold a public hearing on the 17th day of October, 2016, at 5:30 o'clock P.M., in the Council Chambers, City Hall, 230 West Hickman Road, Waukee, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed $2,900,000 Sewer Revenue Capital Loan Notes, in order to provide funds to pay the costs of improvements and extensions to the Municipal Sewer System, including the Southwest Outfall (Phase 1) and Fox Creek (Phase 3) projects. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of the City of Waukee, State of Iowa, as provided by Sections 384.24A and 384.83 of the City Code of Iowa, as amended.

Dated this 3rd day of October, 2016.

Rebecca D. Schuett
City Clerk, City of Waukee, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of October, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

AGENDA ITEM: J2

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Agreement for the Raccoon River Trailhead Public Art Project between the City of Waukee and RDG Dahlquist Art Studio

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This resolution is an agreement with RDG for the materials, fabrication, transportation to the site and installation of the following art project:

16 pair of rail columns (poured concrete clad with custom tile) with metal rail system trellis and lighting, 19 short bollards (poured concrete clad with custom tile), Plaza Canopy/shade structure, solar panels, and project donor sign.

The construction of the parking lot and additional trail along the western boundary of the parking lot will be bid out separately using funds budget in the Capital Improvements Plan. The project will begin this fall and is anticipated to be completed by June 2017.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $867,700.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: The City Attorney has reviewed the agreement and city staff would recommend approval.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:
I. Proposed Resolution
II. Contract
III. Design Development

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AGREEMENT FOR THE RACCOON RIVER TRAILHEAD PUBLIC ART PROJECT BETWEEN THE CITY OF WAUKEE AND RDG DAHLQUIST ART STUDIO

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, on April 1, 2013, the Waukee City Council approved an agreement with RDG Planning and Design related to the installation of a public art piece at the Raccoon River Valley Trailhead in Waukee (the "Project") (Resolution #13-078); **AND**,

WHEREAS, on July 22, 2013, the Waukee City Council approved Amendment No. 1 to said agreement (Resolution #13-194); **AND,**

WHEREAS, on September 21, 2015, the Waukee City Council approved a Design Agreement with RDG Planning and Design for the Project (Resolution #15-327); **AND,**

WHEREAS, RDG Dahlquist Art Studio of Des Moines, IA, has submitted an installation agreement related to the Project, which the City Attorney has reviewed and finds satisfactory; **AND,**

WHEREAS, the agreement addresses building materials, fabrication, transportation to the site and installation of the Project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee that the Agreement for the Raccoon River Trailhead Public Art Project between the City of Waukee and RDG Dahlquist Art Studio is hereby approved.

Passed by the City Council of the City of Waukee, Iowa, and approved the 3rd day of October, 2016.

_____
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				

AGREEMENT

FOR THE

RACCOON RIVER TRAIL PUBLIC ART PROJECT
"IN THE SHADOW OF THE RAILS"

This Agreement is made and entered into this ____ day of October 2016, by and between City of Waukee, a municipal corporation, (The "City") and RDG IA Inc d/b/a RDG Dahlquist Art Studio (Fed. ID #421029385), an Iowa corporation incorporated and licensed under the laws of the State of Iowa, ("RDG"):

THE CITY HEREBY AGREES TO RETAIN RDG FOR THE PUBLIC ART PROJECT DESCRIBED IN THIS AGREEMENT AND RDG AGREES TO PERFORM AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF PROJECT

   A. Work provided under this Agreement shall be as further described in the March 2016 Final Design Development as Revised September 22, 2016, created by RDG, attached hereto as Attachment 1.

   B. RDG has obtained the appropriate electrical and structural engineering certifications as contained in the March 2016 Final Design Development as revised September 22, 2016.

   C. RDG shall be responsible for obtaining all governmental permits and licenses required to complete the Public Art Project including the provision of all required supporting documentation.

2. SCHEDULE

   The project schedule shall be set forth in writing between the parties as soon as reasonably practicable. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that RDG is not responsible for delays arising from a change in the Work, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of RDG.

3. COMPENSATION

   A. In consideration of the Work provided herein, the City agrees to pay RDG the following sum NOT-TO-EXCEED: $867,700.00

   B. RDG shall invoice the City monthly for Work actually completed at the time of the invoice with lien waivers related to any labor or material provided for this Public Art

Project. Final payment shall be due and payable within 30 days of the City's acceptance of RDG'S submission of final deliverables in accordance with the March 2016 Final Design Development as revised September 22, 2016 and final lien waivers from any and all persons or entities providing labor or material on this Public Art Project.

C. RDG agrees to perform all Work in a good and workmanlike manner.

4. INSURANCE

A. RDG understands and agrees that RDG shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. RDG shall provide insurance coverage for and on behalf of RDG that will sufficiently protect RDG or RDG' representative(s) in connection with the Work_to be provided by RDG pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. RDG shall provide worker's compensation insurance coverage for RDG and all RDG's personnel and confirm any and all subcontractors have appropriate worker's compensation coverage. RDG shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. RDG shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $2,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. RDG shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. Failure of RDG to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:	FOR RDG:
Name: City of Waukee	Name: RDG IA Inc
Attn: John Gibson	Attn: David G. Sanders
Title: Director of Public Works	Title: Principal
Address: 230 W. Hickman Road	Address: 301 Grand Ave
City, State: Waukee, IA 50263	City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

In the conduct of the Work contemplated hereunder, RDG shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. RDG must qualify for and obtain any required licenses prior to commencement of work.

7. WORK STANDARD

RDG agrees to perform all Work in a good and workmanlike manner.

8. INDEPENDENT CONTRACTOR

RDG understands and agrees that RDG and RDG's employees and representatives are not City employees. RDG shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to RDG or RDG's employees. Further, it is expressly understood and agreed that for such purposes neither RDG nor RDG's employees shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

RDG will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. RDG will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status.

10. HOLD HARMLESS

To the fullest extent permitted by law, RDG shall indemnify and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of RDG or anyone for whose acts they may be legally liable.

11. ASSIGNMENT

RDG shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to RDG and are to be ultimately paid by sources other than City funds. The City's continuing obligations under this Agreement may be subject to appropriation of funding by appropriate sources. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to RDG.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. RDG and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless RDG has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. RDG and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and RDG shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. RDG expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work RDG was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative.

14. OWNERSHIP OF CONSULTING DOCUMENTS

The Ownership of the Consulting Documents shall be consistent with the August 21, 2015 Design Agreement between the City and RDG which states as follows: "RDG Dahlquist Art Studio shall own the copyright for works created under this contract. The City shall posses the right to reproduce the intellectual property for distribution. RDG Dahlquist Art Studio shall at all times have the right to be referred to and to hold itself out as the author and originator of the design services provided hereunder, and shall have the right to use images, representations, and artifacts of any work which incorporates the design services for the purpose of demonstrating, advertising, and/or promoting its design services."

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Dallas County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, RDG agrees that RDG will comply with all relevant laws, rules and regulations imposed on City and/or RDG necessary for receipt of the federal appropriation. RDG shall provide appropriate certification regarding RDG's compliance.

17. SOLICITATION AND PERFORMANCE

A. RDG warrants that it has not employed or retained any company or person, other than a bona fide employee working for RDG, to solicit or secure this Agreement, and that RDG has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. RDG shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. MAINTENANCE/WARRANTY

A. RDG warrants that the Public Art Project shall not contain any material defects.

B. For a period of 2 years following substantial completion of the Public Art Project, RDG shall repair or replace any defects to the satisfaction of the City whether such defects result from defective materials or defective workmanship.

C. To ensure consistency, RDG shall cause 5% of each tile type utilized on the rail columns, ballasts or other installations to be created and appropriately labeled for future maintenance. Tiles will be delivered to the City.

19. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to RDG, and shall be effective as of the date established in the suspension notice. Payment for RDG's services shall be made by the City for Work performed to the date established in the suspension notice. Should the

City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of three (3) months after such suspension, unless this period is extended by written consent of RDG.

B. Upon ten (10) days written notice to RDG, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or RDG make it impossible or against the City's interest to complete the Agreement. In such case, RDG shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that RDG has violated any material term or condition of this Agreement or that RDG has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by RDG, the City may give ten (10) days written notice to RDG of the City's intent to terminate the Agreement. RDG shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to RDG had the Agreement not been terminated and work completed in accordance with contract documents.

E. RDG may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, RDG shall give ten (10) days written notice to the City of RDG's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

20. TAXES

RDG shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. RDG shall execute and deliver and shall cause any sub-RDG or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

21. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

RDG

By: _____
Name: R Allan Doerlander
Title: COO

CITY OF WAUKEE

By: _____
William F. Peard, Mayor

ATTACHMENT 1

March 2016 Final Design Development as Revised September 22, 2016

Dahlquist Art Studio

Waukee Trailhead
Public Art and Amenities Project

March 2016

Revised September 22, 2016

Final Design Development

RDG Planning & Design
Dahlquist Art Studio
512 Elm Street
Des Moines, Iowa 50309

Tel 515.284.1675
Fax 515.288.8631

www.rdgusa.com

RDG IA Inc

PROJECT INTRODUCTION

“Waukee Railroad Pergola: In the Shadows of the Rails”, is a dynamic integration of public-art and infrastructure based on the history of the railroad in the development of the City of Waukee. Located at the Waukee trailhead of the Raccoon River Valley Trail in Dallas County, the installation creates a unique “experience” for visitors and a new destination for bicyclists and pedestrians alike.

The pergola is a dramatic sculptural icon and regional landmark, a colorful and whimsical connection between the past, present and future of the community. A trellis of railroad rails will cast shadows that weave along the trail. A series of handmade ceramic clad columns, over 350 feet long, frame the trail. Accompanying ornamental bollards wrap the trailhead to reinforce the “triangle,” symbolic of the original town center of Waukee. State-of-the-Art LED illumination gives dimension to the structure and provides a colorful “lightshow,” thoughtful of the site as it changes from day to night.

Waukee was home to the Shuler Coal Mine. The railroad served as the critical shipping and distribution system to communities all along the line and throughout Iowa. Today, in much the same way, the Raccoon River Valley Trail connects the same communities. The Waukee trailhead is at the center of the longest Paved Loop Trail in the country, over seventy two miles. The pergola installation introduces a meaningful contemporary visual theme that can be scaled appropriately to welcome riders at the entrances to other communities along the trail.

The Waukee Railroad Pergola will be a flexible and multipurpose Placemaking attraction. The installation will increase the use of the trailhead in both day and evening, becoming the place to meet for social, recreational and health events. People will be drawn to this special place to interpret the history of Waukee, western expansion of the railroad, and the natural prairie ecology along the trail. The integrated public art installation will become a striking new gateway to Waukee along HWY 6/Hickman Road as one heads east into the City. It will also become “the story” that is the Raccoon River Valley Trail.

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- Bollard
- Shade/Solar Structure
- Trailhead Signage

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- Site Plan/Electrical Service
- Fixture Selections (Proposed)

Solar Details & Data Sheet

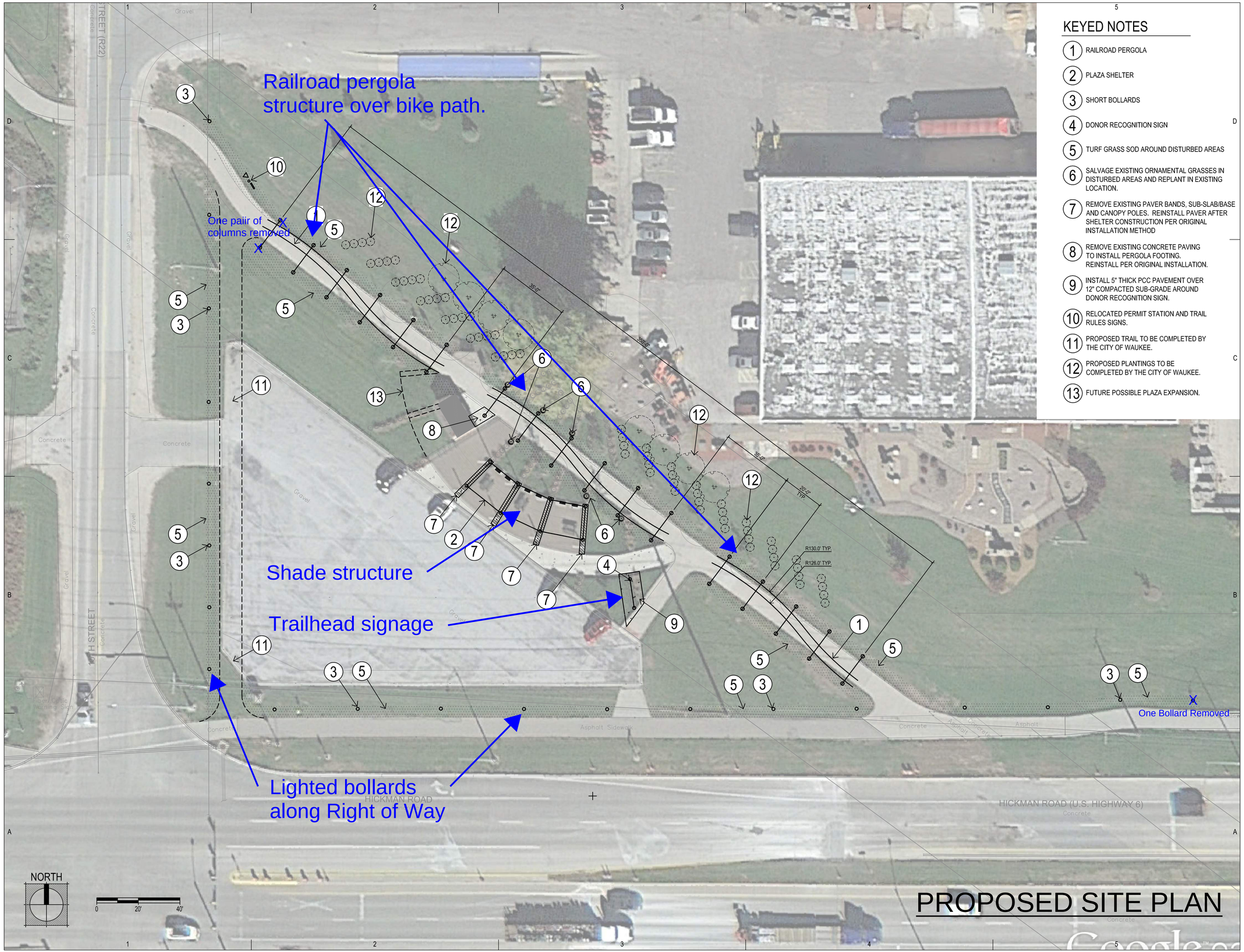
Cost Summary

Waukee Trailhead
Public Art and
Amenities Project

PROJECT SITE

EXISTING SITE PLAN

RDg PLANNING DESIGN Dahlquist Art Studio



KEYED NOTES

1. RAILROAD PERGOLA
2. PLAZA SHELTER
3. SHORT BOLLARDS
4. DONOR RECOGNITION SIGN
5. TURF GRASS SOD AROUND DISTURBED AREAS
6. SALVAGE EXISTING ORNAMENTAL GRASSES IN DISTURBED AREAS AND REPLANT IN EXISTING LOCATION.
7. REMOVE EXISTING PAVER BANDS, SUB-SLAB/BASE AND CANOPY POLES. REINSTALL PAVER AFTER SHELTER CONSTRUCTION PER ORIGINAL INSTALLATION METHOD
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12. PROPOSED PLANTINGS TO BE COMPLETED BY THE CITY OF WAUKEE.
13. FUTURE POSSIBLE PLAZA EXPANSION.

PROPOSED SITE PLAN

Waukee Railroad Pergola

PRELIMINARY - NOT FOR CONSTRUCTION

Design Development

RDG PLANNING & DESIGN

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
515-288-3137
515-288-8631

ELECTRICAL ENGINEER
RDG Planning & Design
301 Grand Avenue
515-288-3141
515-288-8631

ARTIST
Brooks Shepatin Art Studio
512 Elm Street
Des Moines, Iowa 50309
515-246-1475
515-246-0459

10th Street & Hickman Road
Waukee, Iowa

KEY PLAN

REV	DATE	DESCRIPTION

ISSUED: January 26, 2016

PROJECT NO: 2013.432.02

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SITE LAYOUT PLAN

L01.01

Waukee Trailhead
Public Art and
Amenities Project

DAY VIEW
(looking west)

RAILROAD PERGOLA
PUBLIC ART STRUCTURE

STREET SIDE BOLLARDS

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Waukee Trailhead
Public Art and
Amenities Project

NIGHT VIEW
(looking west)

RAILROAD PERGOLA
PUBLIC ART STRUCTURE

STREET SIDE BOLLARDS

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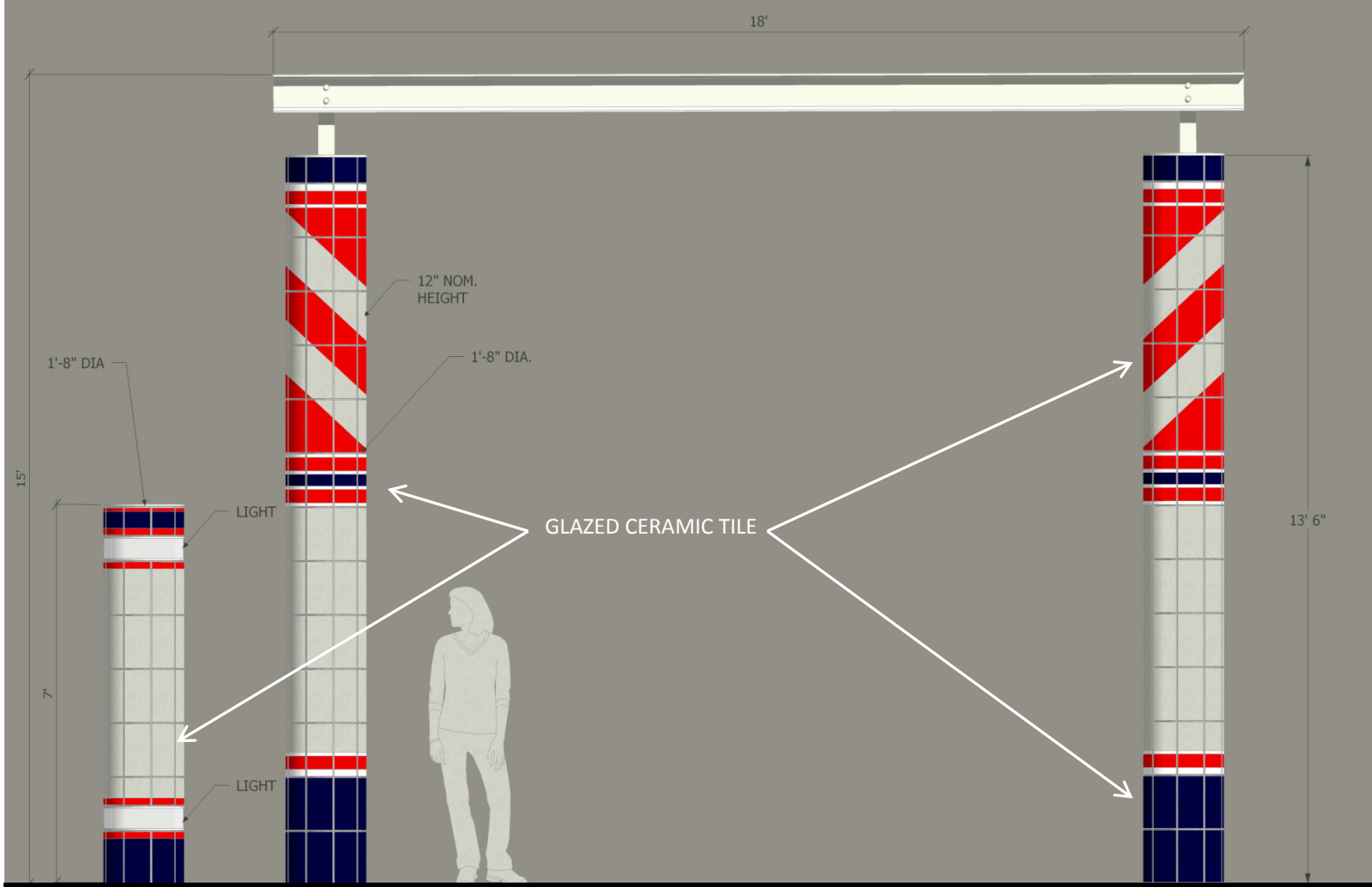
Waukee Trailhead Public Art and Amenities Project

ELEVATION VIEW

RAILROAD PERGOLA PUBLIC ART STRUCTURE

BOLLARDS



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Waukee Trailhead
Public Art and
Amenities Project

PERSPECTIVE VIEW
(Looking east)

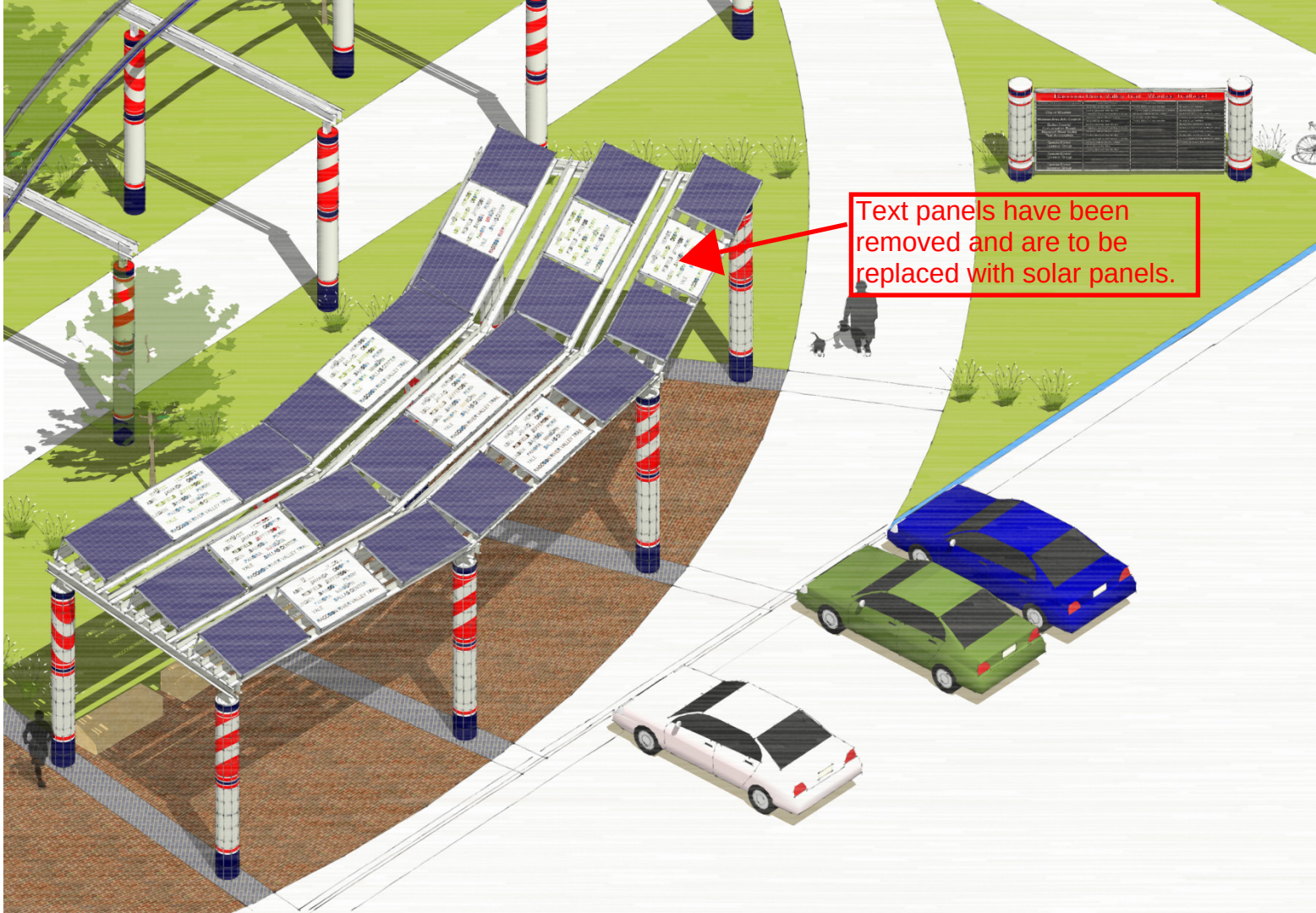
SHELTER STRUCTURE
AND PLAZA

RDg PLANNING • DESIGN Dahlquist Art Studio

Waukee Trailhead Public Art and Amenities Project

AERIAL VIEW

SOLAR PANEL SYSTEM MOUNTED ON SHELTER STRUCTURE SHADING PLAZA



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Waukee Trailhead
Public Art and
Amenities Project

PERSPECTIVE VIEW
(Looking west)

RAILROAD PERGOLA

SHELTER STRUCTURE
AND PLAZA

TRAILHEAD SIGNAGE

RDg PLANNING • DESIGN Dahlquist Art Studio

Waukee Trailhead Art
Integration Plan
09 April 2014

INTEGRATED COMPONENTS

BASE PROJECT

PERGOLA
TALL COLUMN / PAIRS

SHORT BOLLARDS

ANCILLARY

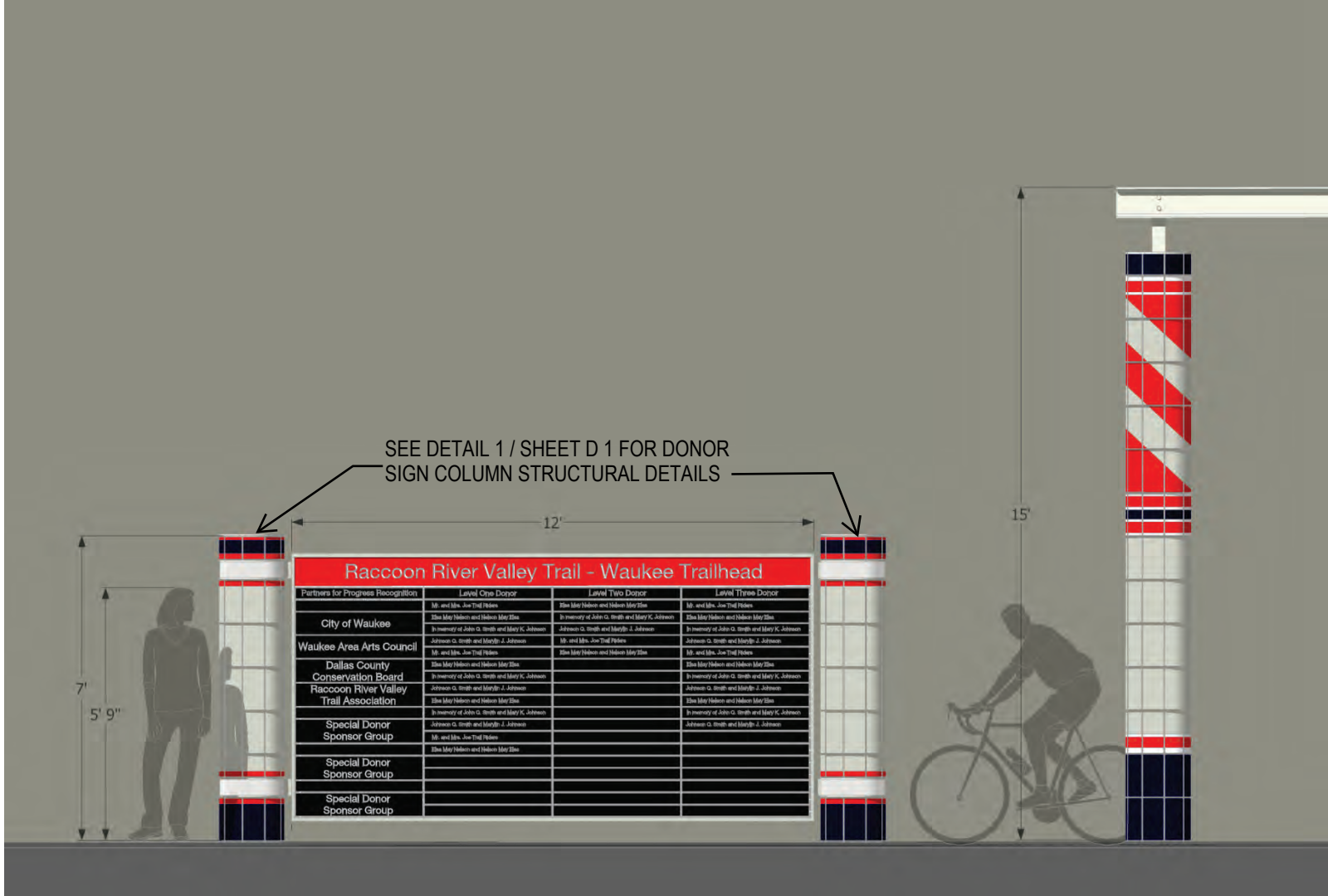
TRAIL EXTENSION
(WEST LEG)

PARKING LOT
RESURFACE

PLAZA SHELTER
SHADE STRUCTURE
INTEGRATED
SOLAR PANELS

DONOR RECOGNITION

Railroad Pergola



RDg PLANNING • DESIGN Dahlquist Art Studio

Waukee Trailhead Art
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09 April 2014

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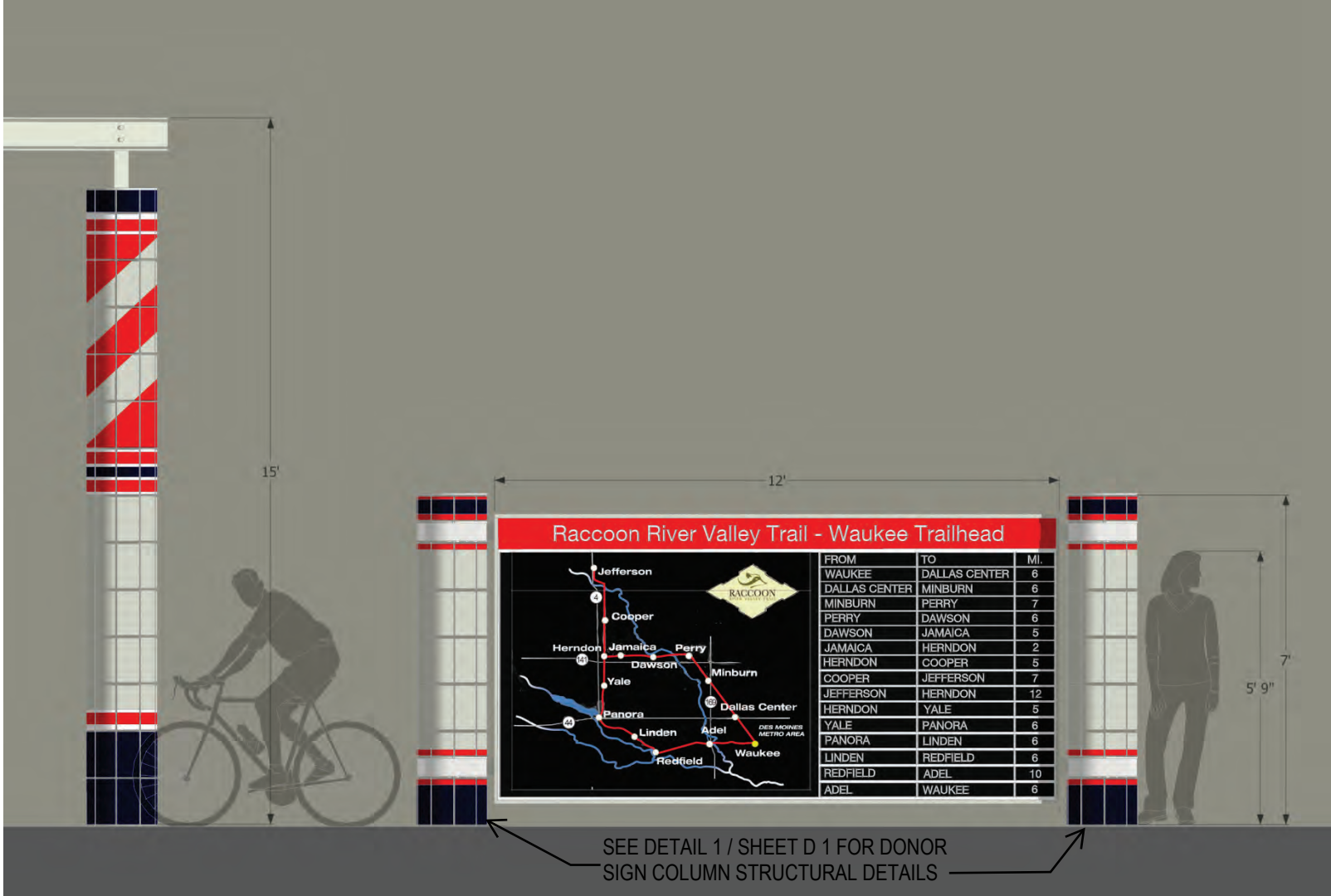
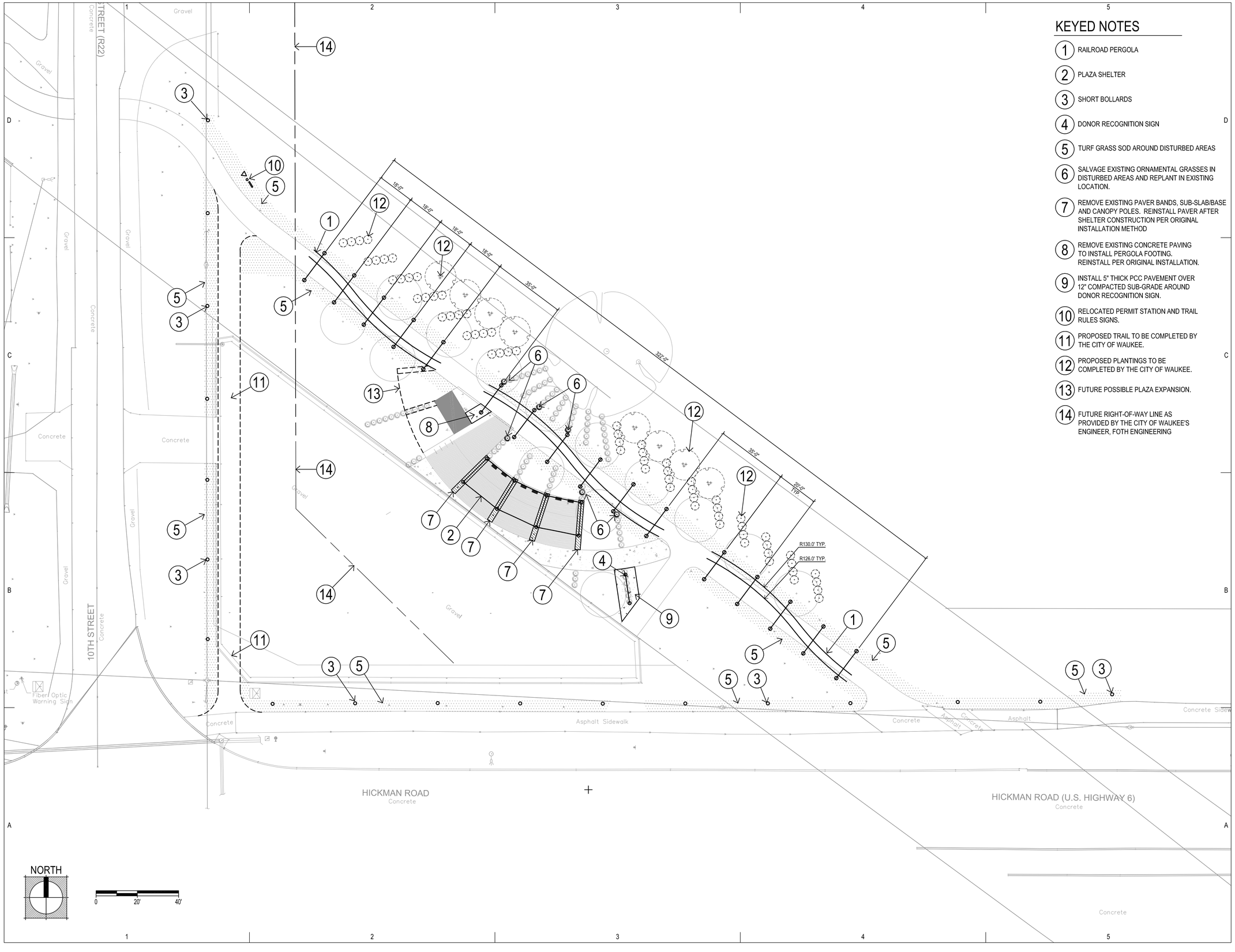


FROM	TO	MI.
WAUKEE	DALLAS CENTER	6
DALLAS CENTER	MINBURN	6
MINBURN	PERRY	7
PERRY	DAWSON	6
DAWSON	JAMAICA	5
JAMAICA	HERNDON	2
HERNDON	COOPER	5
COOPER	JEFFERSON	7
JEFFERSON	HERNDON	12
HERNDON	YALE	5
YALE	PANORA	6
PANORA	LINDEN	6
LINDEN	REDFIELD	6
REDFIELD	ADEL	10
ADEL	WAUKEE	6

RDg PLANNING • DESIGN Dahlquist Art Studio



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14. FUTURE RIGHT-OF-WAY LINE AS PROVIDED BY THE CITY OF WAUKEE'S ENGINEER, FOTH ENGINEERING

CONSTRUCTION DOCUMENTS

RDG PLANNING & DESIGN

LANDSCAPE ARCHITECT
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
515-288-3141
515-288-8631

ELECTRICAL ENGINEER
RDG Planning & Design
301 Grand Avenue
515-288-3141
515-288-8631

ARTIST
RDG Bucklin Art Studio
512 Elm Street
Des Moines, Iowa 50309
515-288-1475
515-246-0459

10th Street & Hickman Road
Waukee, Iowa

KEY PLAN

REV	DATE	DESCRIPTION

ISSUED: SEPTEMBER 6, 2016

PROJECT NO: 2013.432.02

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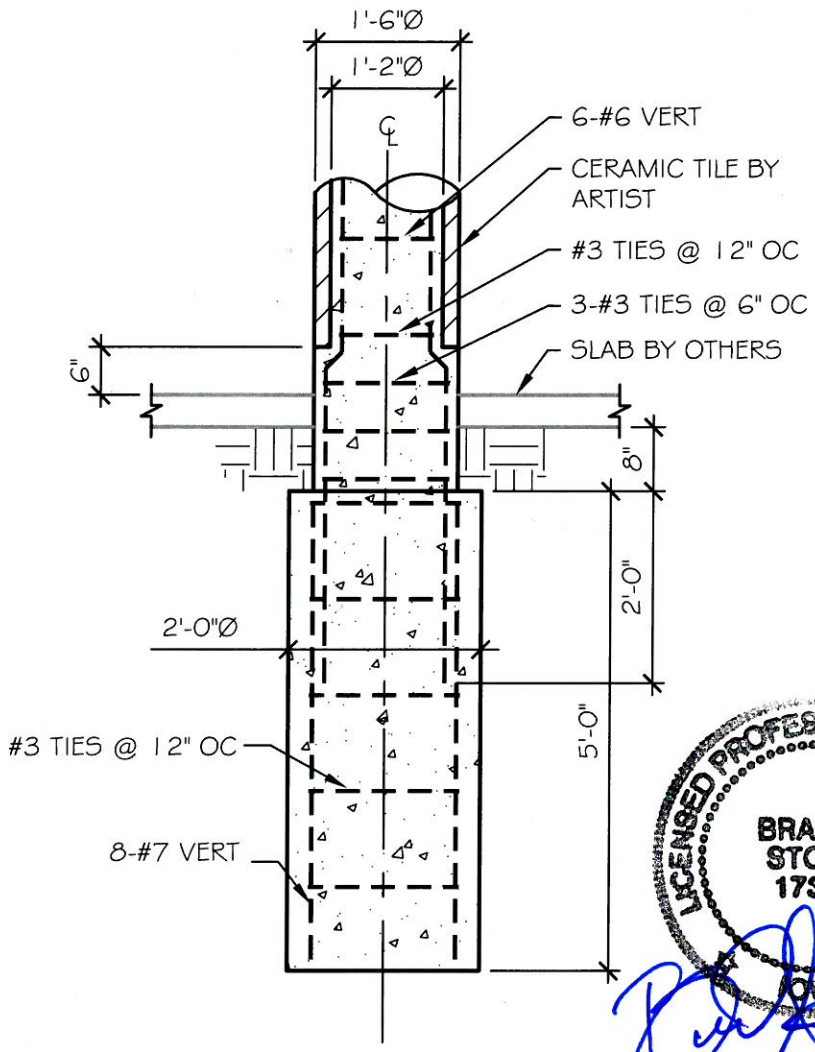
Waukee Railroad Pergola

SITE LAYOUT PLAN

L01.01



LICENSED PROFESSIONAL ENGINEER
BRAD A. STORK
17332
IOWA

09.16.16

1 CONC COL @ CONC PIER

1/2" = 1'-0"

0 1' 2' 4'

NOTE: THIS DETAIL APPLIES TO THE PERGOLA, SHELTER COLUMN, BOLLARD, AND DONOR SIGN

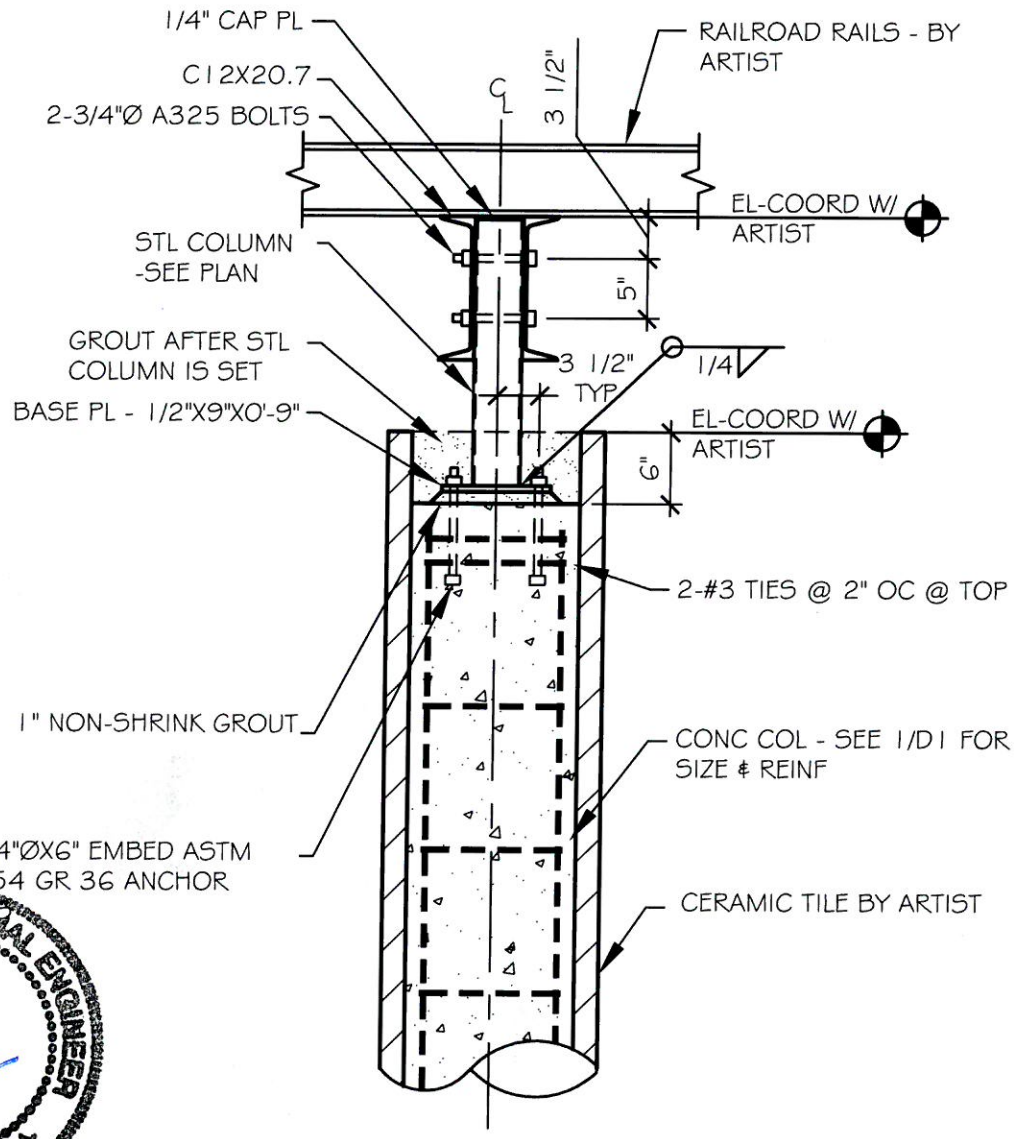
WAUKEE TRAILHEAD

CHARLES SAUL ENGINEERING INC

4308 UNIVERSITY AVENUE
DES MOINES IOWA 50311-3424
phone 515.279.3900 fax 515.279.5233
www.csengr.com

Proj. No.:	15006.09
Date:	8/29/16
Engineer of Record:	BAS
Project Engineer:	BAH
Lead Drafter:	TEH
Detail Drafter:	JAL

Sheet: D1



LICENSED PROFESSIONAL ENGINEER
BRAD A. STORK
17332
IOWA
09.09.16

2 STL BM @ CONC PIER

3/4" = 1'-0"

0 1' 2' 3'

WAUKEE TRAILHEAD

CHARLES SAUL ENGINEERING INC
4308 UNIVERSITY AVENUE
DES MOINES IOWA 50311-3424
phone 515.279.3900 fax 515.279.5233
www.csengr.com

Proj. No.:	15006.09
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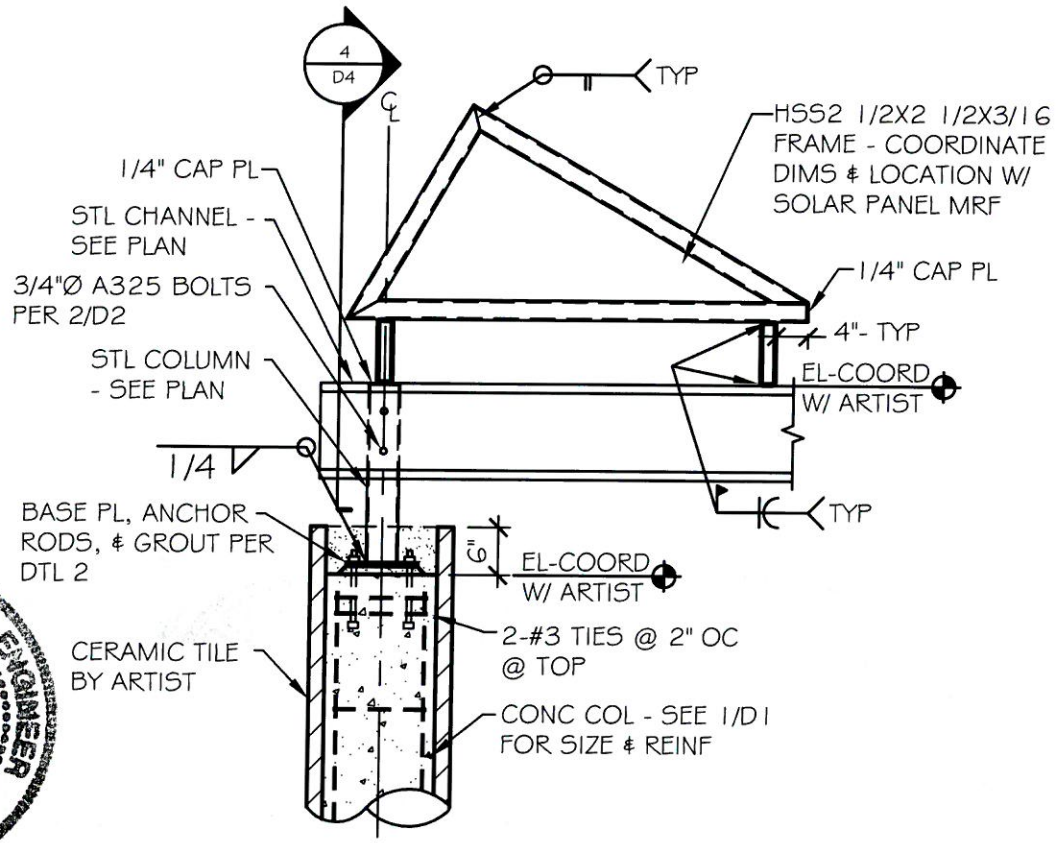
Project Engineer:	BAH
Lead Drafter:	TEH
Detail Drafter:	BAH

Sheet: D2



LICENSED PROFESSIONAL ENGINEER
BRAD A. STORK
17332
IOWA
09.09.16

3 SECTION @ SHELTER

1/2" = 1'-0"

0 1' 2' 4'

WAUKEE TRAILHEAD

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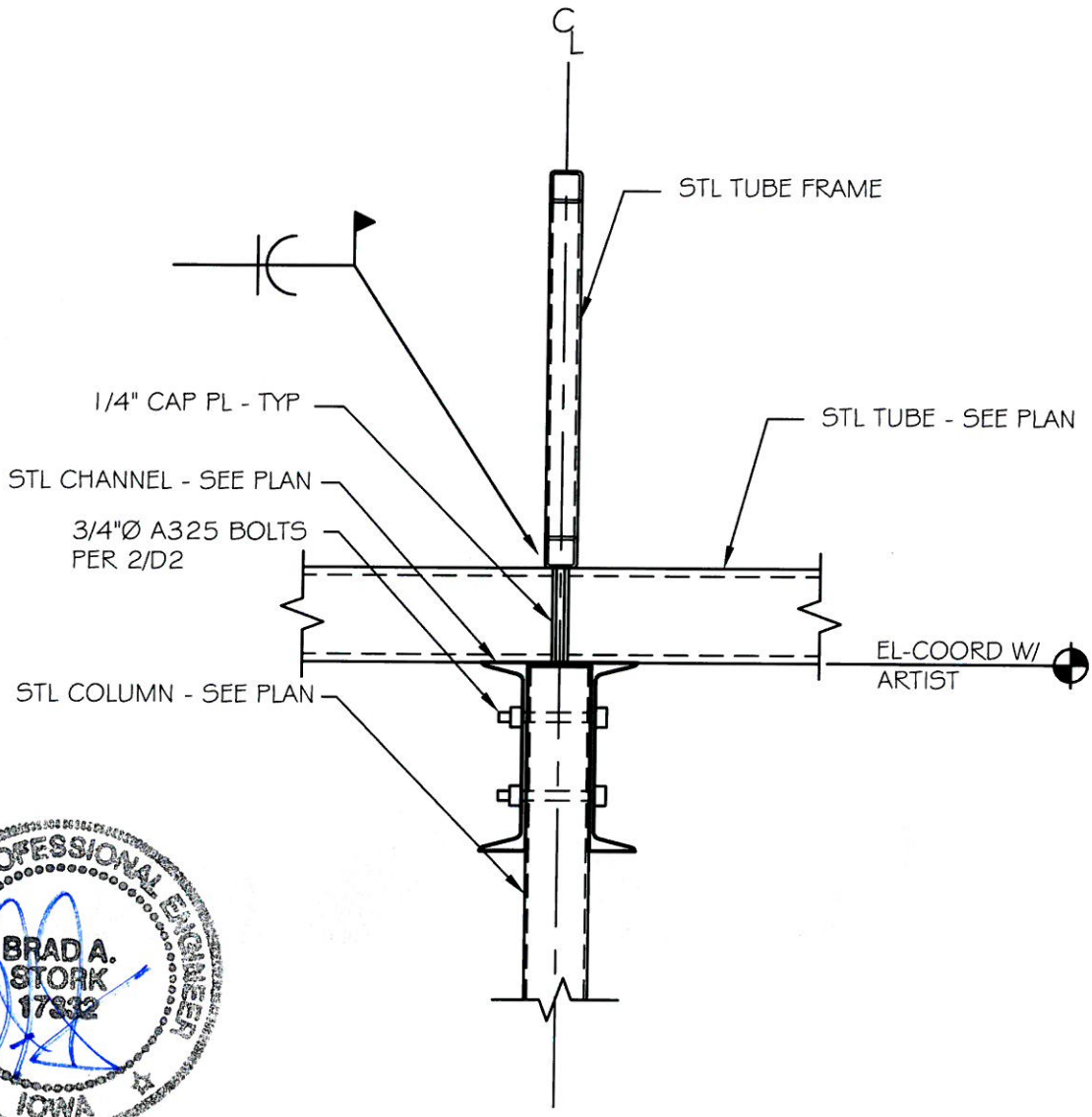
Detail Drafter:	BAH

Sheet: D3



LICENSED PROFESSIONAL ENGINEER
BRAD A. STORK
17332
IOWA

09.09.16

4 FRAME @ STL BM

1" = 1'-0"

0 1/2' 1' 2'

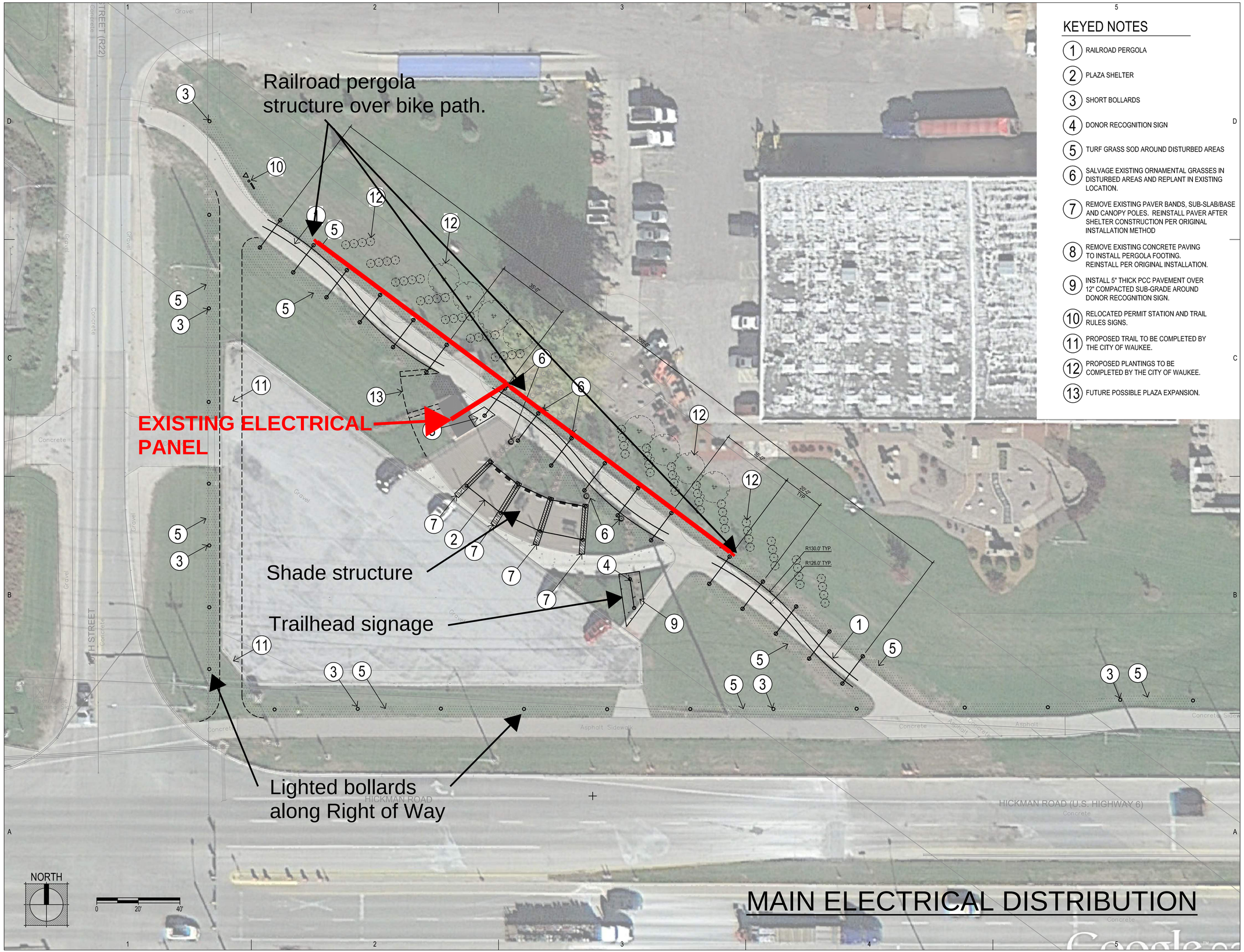
WAUKEE TRAILHEAD

CHARLES SAUL
ENGINEERING INC

4308 UNIVERSITY AVENUE
DES MOINES IOWA 50311-3424
phone 515.279.3900 fax 515.279.5233
www.csengr.com

Proj. No.:	15006.09
Date:	8/29/16
Engineer of Record:	BAS
Project Engineer:	BAH
Lead Drafter:	TEH
Detail Drafter:	BAH

Sheet: D4



KEYED NOTES

1. RAILROAD PERGOLA
2. PLAZA SHELTER
3. SHORT BOLLARDS
4. DONOR RECOGNITION SIGN
5. TURF GRASS SOD AROUND DISTURBED AREAS
6. SALVAGE EXISTING ORNAMENTAL GRASSES IN DISTURBED AREAS AND REPLANT IN EXISTING LOCATION.
7. REMOVE EXISTING PAVER BANDS, SUB-SLAB/BASE AND CANOPY POLES. REINSTALL PAVER AFTER SHELTER CONSTRUCTION PER ORIGINAL INSTALLATION METHOD
8. REMOVE EXISTING CONCRETE PAVING TO INSTALL PERGOLA FOOTING. REINSTALL PER ORIGINAL INSTALLATION.
9. INSTALL 5" THICK PCC PAVEMENT OVER 12" COMPACTED SUB-GRADE AROUND DONOR RECOGNITION SIGN.
10. RELOCATED PERMIT STATION AND TRAIL RULES SIGNS.
11. PROPOSED TRAIL TO BE COMPLETED BY THE CITY OF WAUKEE.
12. PROPOSED PLANTINGS TO BE COMPLETED BY THE CITY OF WAUKEE.
13. FUTURE POSSIBLE PLAZA EXPANSION.

Design Development

PRELIMINARY - NOT FOR CONSTRUCTION

Waukee Railroad Pergola

RDG PLANNING & DESIGN

LANDSCAPE ARCHITECT
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515-246-0459

10th Street & Hickman Road
Waukee, Iowa

KEY PLAN

REV	DATE	DESCRIPTION

ISSUED: January 26, 2016

PROJECT NO: 2013.432.02

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SITE LAYOUT PLAN

L01.01

PARĀTA

PLS729W RGB
LED Linear Surface

Project

QTY

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Length/Weight:

12-9/16" (319 mm)	3.5 lbs (1.6 kg)
24-3/8" (619 mm)	7 lbs (3.2 kg)
36-3/16" (919 mm)	10.5 lbs (4.8 kg)
48" (1219 mm)	14 lbs (6.4 kg)

Width: 2-3/4" (70 mm)

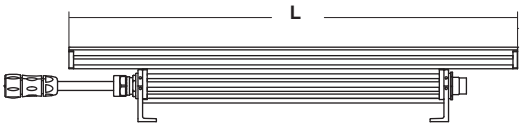
Height 1: 3" (76 mm)

Height 2: 4-5/16" (110 mm)

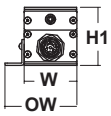
Height 3: 4-1/16" (103 mm)

700ADJ2 - Adjustable Mount

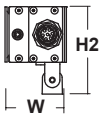
Additional mounts shown on page 5



700FMC Mount



700ADJ1 Mount



700ADJ2 Mount

Introduction

PARATA 729W Series linear surface mount luminaires are designed to graze or wash exterior architectural features or facades with vibrant color. The PLS729W is available in 1ft, 2ft, 3ft, or 4ft lengths with various optics that provide the user exceptional beam control placing the light where it is required. Parata 729W Series linear surface mount luminaires produce best in class efficacy, producing 546 lumens per foot while consuming only 10.5 watts per foot. Each luminaire is factory calibrated for color consistency and specific CCT 2700K, 3000K, 3500K, or 4000K personalities may be selected for white light. Remote device management (RDM) capability allows bi-directional communication simplifying installation. Resolution can be field selected as per fixture or per foot.

WARRANTY

5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

Ordering Information

EXAMPLE: PLS729W LCB 20FT MSL4 700ADJ2 15DEG RGB MVOLT FCLP10A BKT

PLS729W					
Series	**Linear Plan**	**Total Run Length**	**Linear Plan**	**Mounting Accessory**	**Distribution**
PLS729W Parata RGB LED Linear Surface Wet	**LCB** Linear Center Balance **LLP** Linear Longest Possible **LSL** Linear Same Length (See page 2 for definitions)	—— FT	**MSL1** 1FT Section Length **MSL2** 2FT Section Length **MSL3** 3FT Section Length **MSL4** 4FT Section Length	**700ADJ1** Adjustable Mount Hinge (700 Series) **700ADJ2** Adjustable Mount (700 Series) **700FMC** Fixed Mount (700 Series)	**15DEG** 15 Degrees **55X15DEG** 55 Degrees x 15 Degrees **60DEG** 60 Degrees **70X40DEG** 70 Degrees x 40 Degrees

RGB	MVOLT			
Source	**Voltage**	**Electrical Option**	**Finish**	**Special**
RGB Color Changing	**MVOLT** Multi Volt 120V thru 277V	**NOFCL** No feed cable (order separate) **FCLP10A** 10FT (1418) Feed Cable Linear Parata **FCLP50A** 50FT (1418) Feed Cable Linear Parata	**BKT** Black Textured **WHT** White Textured **DBT** Dark Bronze Textured **SIT** Silver Textured **CPF** Custom Paint Finish	**MOD** Modification/Consult Factory

RoHS COMPLIANT IP66

Describe Modification:

Accessories

Controller (Easyl™ Solo / Touch / Pro)	See page 4
DMX-Power Integrator (required for installation)	See page 4
Feed Cable (required for installation)	See page 4
Jumper Cable	See page 4

NOTES

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DATASHEET

liniLED®

liniLED® Top Power

Warm White 2700 K
Warm White 3000 K
Natural White 4000 K
Cold White 6500 K

liniLED® Top Power

liniLED® is een hoogwaardige, flexibele LED Strip. Deze flexibiliteit zorgt voor een zeer brede toepasbaarheid. liniLED® kan zowel binnen als buiten in functionele en decoratieve toepassingen worden verwerkt.

liniLED® Top is een zeer flexibele LED strip met co-extrusie technologie. Hierdoor verdwijnt er geen licht aan de achterkant van de strip, al het licht wordt naar de voorkant gereflecteerd. Zodoende ontstaat er geen hinderlijke reflectie op plaatsen waar u die niet wilt hebben.

Bijzonderheden:

- OSRAM DURIS™ E 5
- Made in Europe
- Zeer flexibel: buigradius 30 mm
- Uitgebreid pakket aan accessoires
- Compacte afmetingen
- Speciale reflectie
- Binning < 100 K
- Verkrijgbaar in lange lengtes

liniLED® Top Power

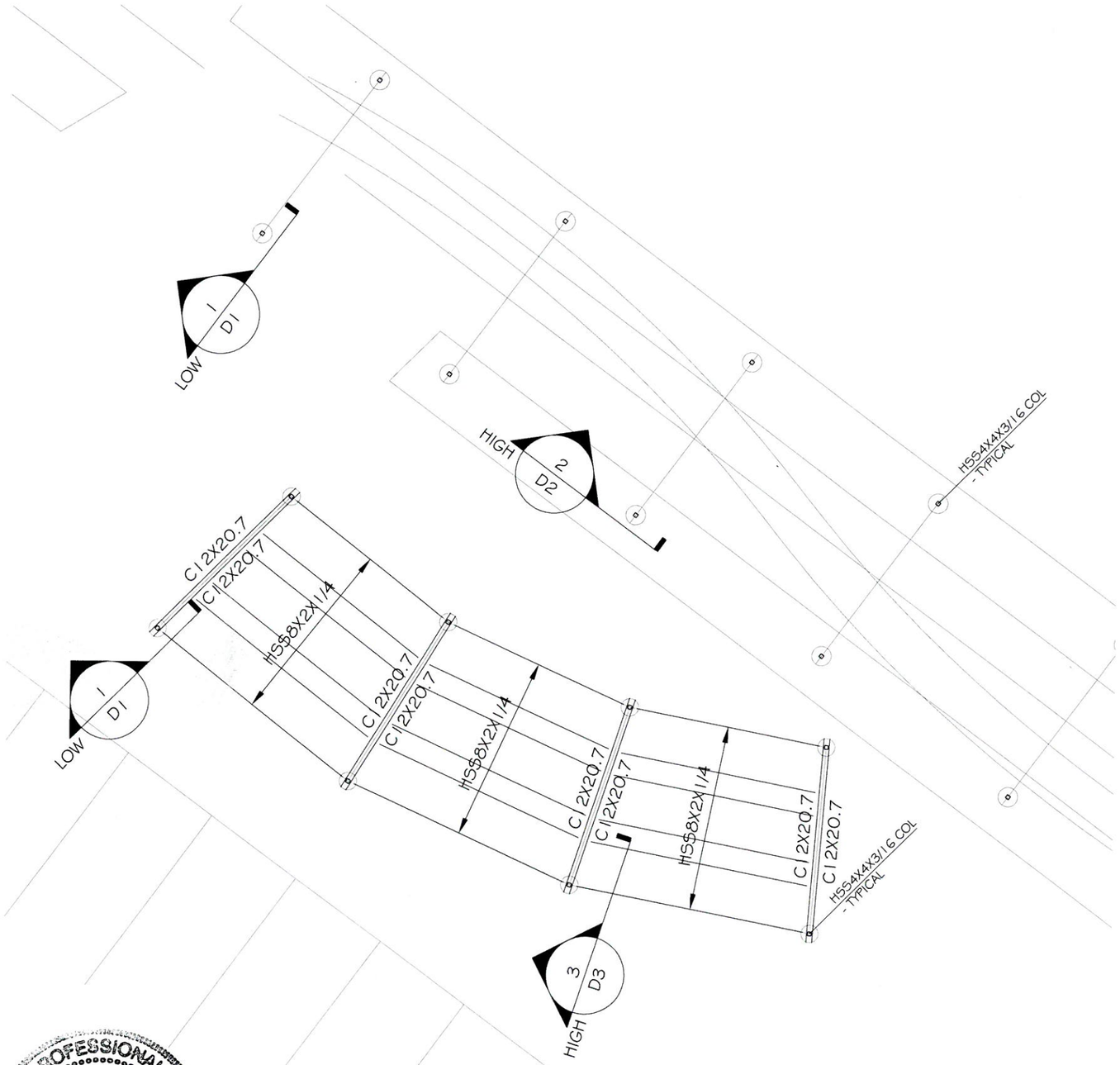
liniLED® is a high-quality flexible LED Strip that allows for an endless range of applications. liniLED® can be applied both indoors and outdoors, as functional or decorative lighting.

liniLED® Top is a highly flexible LED strip with co-extrusion technology. Light will only be emitted at the front, through the built-in reflector. Therefore, especially suitable in areas where reflection, other than at the front, is not required or unwanted.

Features:

- OSRAM DURIS™ E 5
- Made in Europe
- Very flexible: bending radius 30 mm
- An extensive range of accessories
- Compact dimensions
- Built-in reflection
- Binning < 100 K
- Available in long lengths

CE III RoHS IP68 [1] IK08



DESIGN CRITERIA

D1) Codes:

International Building Code, 2012
American Institute of Steel Construction
Steel Construction Manual Thirteenth Ed.
American Concrete Institute 318-11

D2) Structural steel:

Rolled shapes and connection material:	ASTM A36
Stiffener plates:	ASTM A36
Pipe:	ASTM A53, Gr. B
Anchor bolts:	ASTM F1554
High Strength bolts: (3/4" diameter U.N.O.)	A325/A490
Structural tubes:	ASTM A500, Gr. B

D3) Concrete strengths - Minimum 28 day f 'c:
(145 pcf density)

Typical	3000 psi

D4) Reinforcing steel shall be high strength new billet steel conforming to the following:

Deformed bars:	ASTM A615 Gr. 60

SHELTER - FRAMING PLAN

3/32" = 1'-0"

- DIMENSIONS SHALL BE COORDINATED WITH ARTIST & SOLAR PANEL MANUFACTURER PRIOR TO STEEL FABRICATION
- ALL STRUCTURAL STEEL SHALL BE HOT-DIPPED GALVANIZED & PAINTED - COORDINATE WITH ARTIST

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09.09.16

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WAUKEE TRAILHEAD
Waukee, Iowa

Project Number: 15006.09
Date: 8/29/16
Sheet: S1

A

ROOM		VOLTS	240/120V 2P 3W	AIC	22,000
MOUNTING	SURFACE	BUS AMPS	100	MAIN BKR	60
FED FROM	UTILITY	NEUTRAL	100%	LUGS	STANDARD
NOTE					

	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION		CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	
EXISTING	1	20/1	0.082	EXTERIOR LIGHTING	a	2	20/1	0.174	LIGHTING	EXISTING
	3	20/1	0.36	EXT. & CHASE RECEPTACLE	b	4	60/2	7.2	COMBINER PANEL	
	5	20/1	0.36	RECEPTACLE	a	6	|			
	7	20/1	0.968	HAND DRYER (ROUGH-IN)	b	8	20/1	0.79	PERGOLA LIGHTING	
	9	20/1	0.968	HAND DRYER (ROUGH-IN)	a	10	20/1	1.74	PERGOLA LIGHTING	
	11	20/1	1.47	RAIL LIGHTING + BOLLARD LIGHTING, POWER SUPPLY	b	12	20/1	0.16	TIMECLOCK	EXISTING

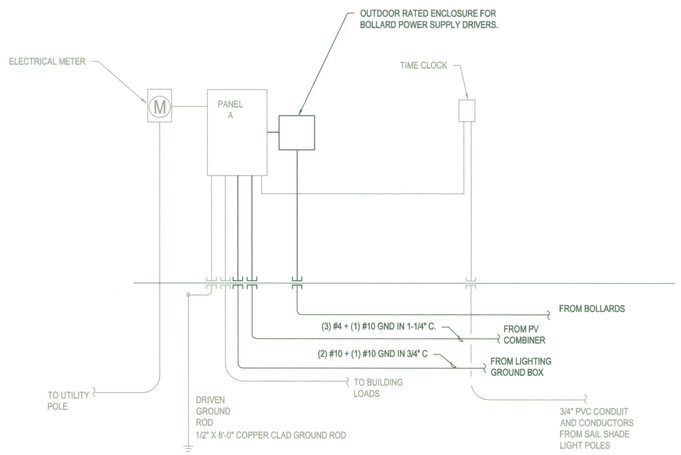
	CONN. KVA	CALC. KVA			CONN. KVA	CALC. KVA	
LIGHTING	4.25	5.32	(125%)	CONTINUOUS	0	0	(125%)
LARGEST MOTOR	0.968	1.21	(125%)	HEATING	0	0	(100%)
OTHER MOTORS	0.968	0.968	(100%)	NONCONTINUOUS	0	0	(100%)
RECEPTACLES	0.9	0.9	(50%>10)	KITCHEN EQUIP	0	0	(N/A)
CUSTOM LOAD	7.2	0	(0%)	NONCOIN/DIVERSE	0	0	(N/A)
				TOTAL KVA	14.3	8.4	
				BALANCED PHASE AMPS	35		

PHASE BALANCE PERCENT: PHASE A 46.5% PHASE B 154%

C1 EXISTING PANEL A WITH NEW LOADS
NOT TO SCALE

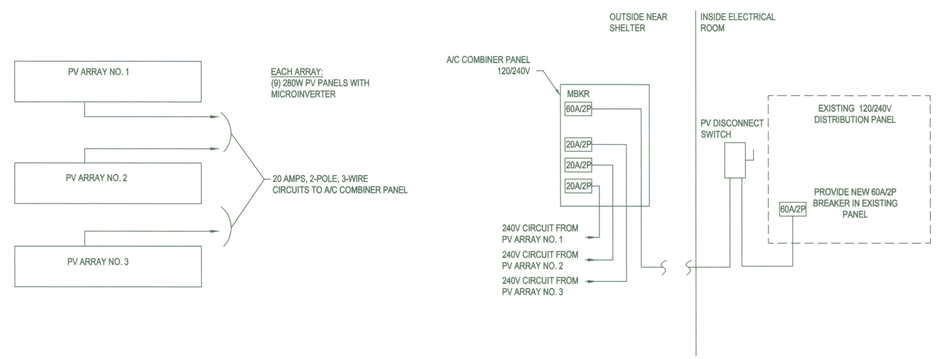
LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTE 1
S1		LED	15' LINEAR SURFACE MOUNT COLOR CHANGING LED.	ELECTRONIC	MOUNTED BETWEEN 12" CHANNELS	WINONA PARATA PLS729W LCB 15 700FMC (70X40DEG) RGB MVOLT (FEED CABLE LENGTH) (COLOR) CONTROLLER: EZ EZTOUCH WH 120/277 (OR TBD) DMX/POWER INTEGRATOR: DP14W FEED CABLE: TBD JUMPER CABLE:TBD LIQUID TIGHT CORD GRIP: TBD	158	120V 1P 2W	
S2_4		LED	SPECIFICATION GRADE WATERPROOF FLEXIBLE LINEAR LED LIGHT STRIP,WARM WHITE .(2.89W/FT) CO-EXTRUDED WITH BUILT-IN REFLECTORS, UV STABILIZED, OPTICALLY CLEAR PVC SEALS. IP68 RATED.4'-8" SECTION	ELECTRONIC	WRAPPED AROUND BOLLARD	ORGANIC LIGHTING liniLED PSP 011732- (CONNECTOR SET TBD)-011747-011503-(MOUNTING TBD)	15	120V 1P 2W	
S2_25		LED	SPECIFICATION GRADE WATERPROOF FLEXIBLE LINEAR LED LIGHT STRIP, BLUE. LOW ENERGY (.6W/FT) CO-EXTRUDED WITH BUILT-IN REFLECTORS, UV STABILIZED, OPTICALLY CLEAR PVC SEALS. IP68 RATED. 25 FT SECTION.	ELECTRONIC	MOUNTED ALONG W8 RAILS	ORGANIC LIGHTING liniLED DECO (BLUE) 011606- (CONNECTOR SET TBD)-011747-011503-011506-(MOUNTING TBD)	15	120V 1P 2W	
S2_45-6		LED	SPECIFICATION GRADE WATERPROOF FLEXIBLE LINEAR LED LIGHT STRIP, BLUE. LOW ENERGY (.6W/FT) CO-EXTRUDED WITH BUILT-IN REFLECTORS, UV STABILIZED, OPTICALLY CLEAR PVC SEALS. IP68 RATED. 45.5 FT SECTION	ELECTRONIC	MOUNTED ALONG W8 RAILS	ORGANIC LIGHTING liniLED DECO (BLUE) 011606- (CONNECTOR SET TBD)-011747-011503-011506-(MOUNTING TBD)	28	120V 1P 2W	
S2_66		LED	SPECIFICATION GRADE WATERPROOF FLEXIBLE LINEAR LED LIGHT STRIP, BLUE. LOW ENERGY (.6W/FT) CO-EXTRUDED WITH BUILT-IN REFLECTORS, UV STABILIZED, OPTICALLY CLEAR PVC SEALS. IP68 RATED. 66 FT SECTION	ELECTRONIC	MOUNTED ALONG W8 RAILS	ORGANIC LIGHTING liniLED DECO (BLUE) 011606- (CONNECTOR SET TBD)-011747-011503-011506-(MOUNTING TBD)	40	120V 1P 2W	



NOTE: SCREENED ITEMS ARE EXISTING.

B1 LIGHTING CONTROL DIAGRAM
NOT TO SCALE



B3 PHOTO VOLTAIC DIAGRAM
NOT TO SCALE

TIMECLOCK SPECIFICATIONS :

1. ASTRONOMICAL, MECHANICAL TIME CONTROL.
2. 2-CHANNEL

NOTE: SCREENED ITEMS ARE EXISTING.

A1 LIGHTING CONTROL DIAGRAM
NOT TO SCALE

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Waukee, Iowa

KEY PLAN

REV	DATE	DESCRIPTION

ISSUED: SEPTEMBER 6, 2016

PROJECT NO: 2013.432.02

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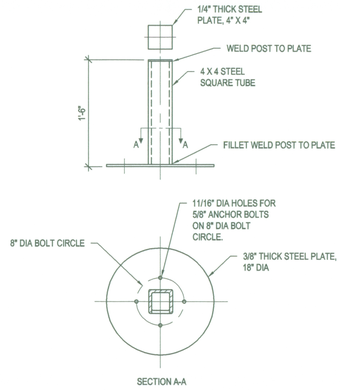
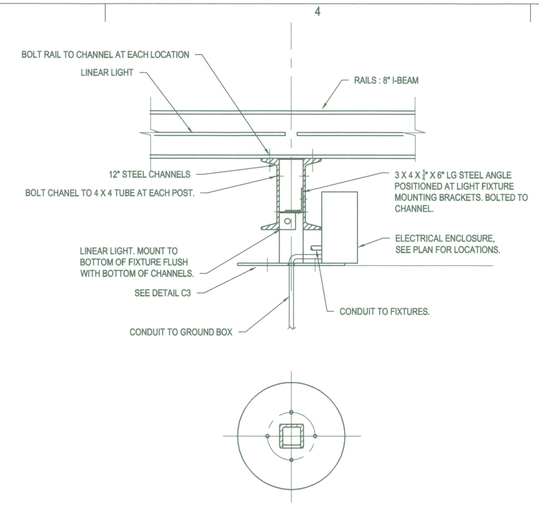
ELECTRICAL RISERS & SCHEDULES

E1.1

Waukee Railroad Pergola



C3 POST DETAIL
NOT TO SCALE



C4 POST-TOP ELECTRICAL DETAIL
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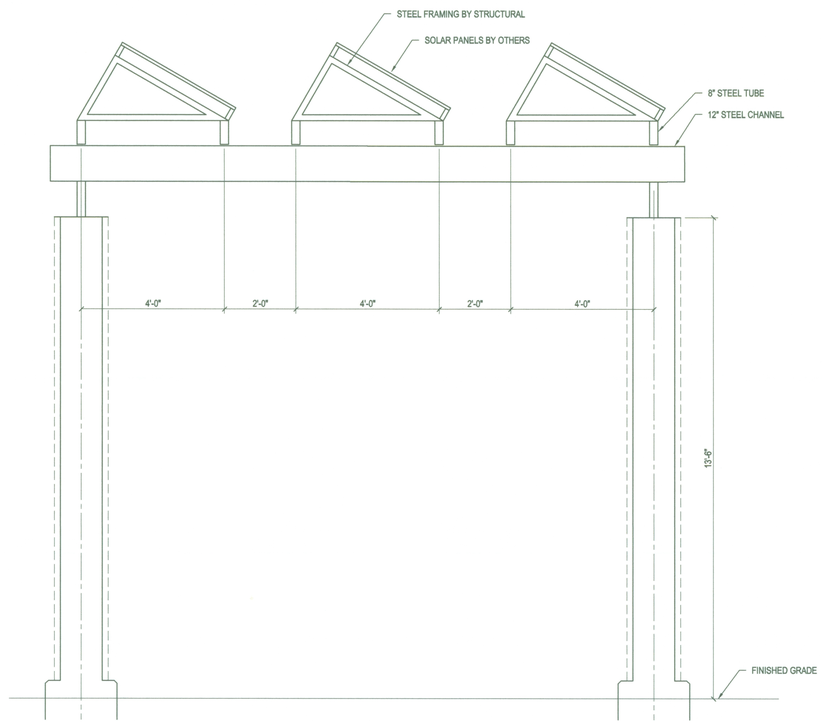

A2 SOLAR STRUCTURE DETAIL
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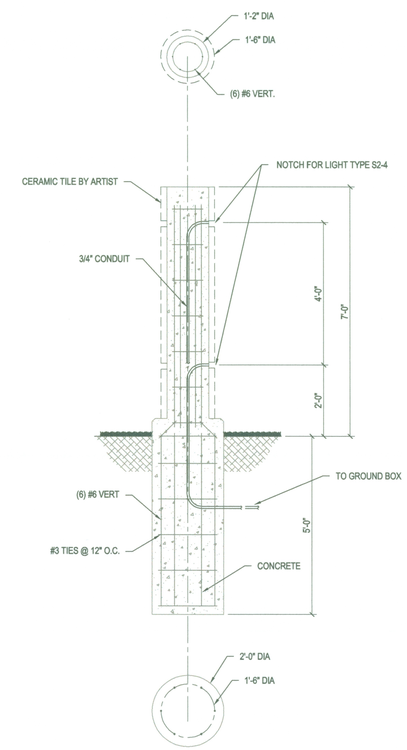
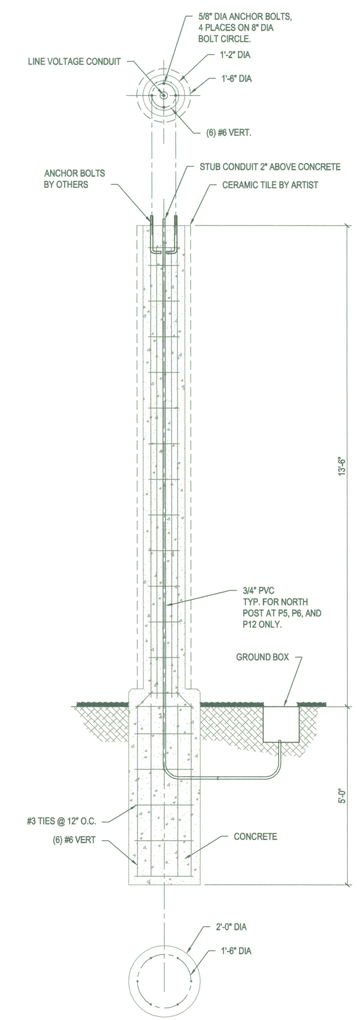


A4 BOLLARD DETAIL
NOT TO SCALE



A5 POST DETAIL
NOT TO SCALE

CONSTRUCTION DOCUMENTS

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KEY PLAN

REV	DATE	DESCRIPTION

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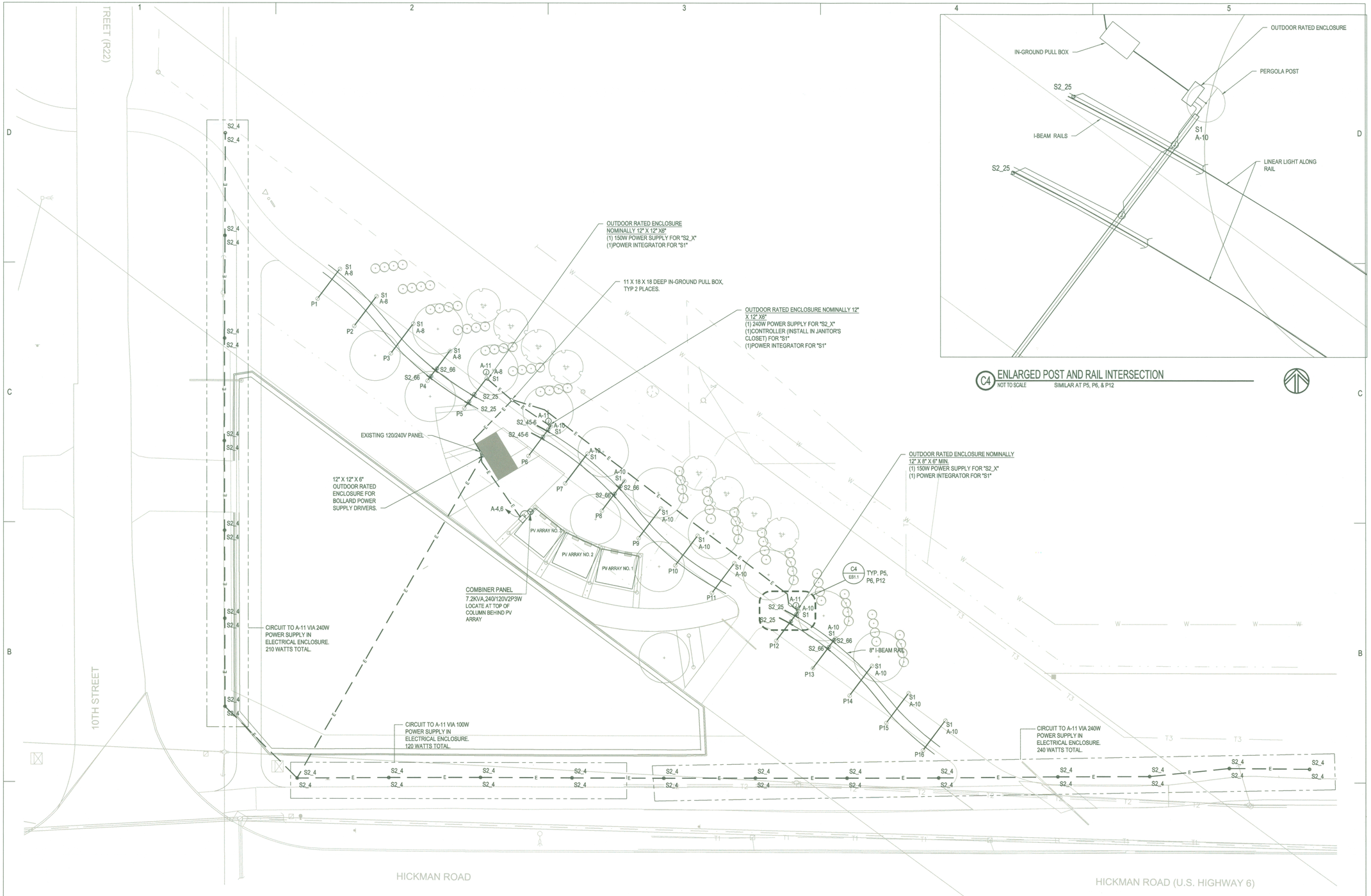
Waukee Railroad Pergola

ELECTRICAL DETAILS

E1.2



C4 ENLARGED POST AND RAIL INTERSECTION
NOT TO SCALE SIMILAR AT P5, P6, & P12

A1 SITE PLAN - ELECTRICAL
SCALE: 1"= 20'

ELECTRICAL

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

My license renewal date is December 31, 2016

Michael D. Chambers, P.E. 31 May, 2016 Date

Pages or sheets covered by this seal:

As listed below
ES1.1, E1.1, E1.2

LICENSED PROFESSIONAL ENGINEER MICHAEL DAVID CHAMBERS 18202 IOWA

CONSTRUCTION DOCUMENTS

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515-284-0408

10th Street & Hickman Road
Waukee, Iowa

KEY PLAN

REV	DATE	DESCRIPTION

ISSUED: SEPTEMBER 6, 2016

PROJECT NO: 2013.432.02

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Waukee Railroad Pergola

FLOOR PLAN - ELECTRICAL

ES1.1

OUTLINE SPECIFICATIONS – ARCHITECTURAL MATERIALS

1.1 SECTION 03 3000 - CAST-IN-PLACE CONCRETE

A. Round Forms: Multiple-layered, round-tube, 100 percent recycled paperboard, spirally wound, and laminated with adhesive; Sonotube Concrete Forms or approved equivalent.

B. Footings and Piers: Proportion normal-weight concrete mixture as follows:
   1. Minimum Compressive Strength: [**4000**] psi at 28 days.
   2. Maximum Water-Cementitious Materials Ratio: [**0.50**].
   3. Slump Limit: [**5 inches, plus or minus 1 inch**].
   4. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

C. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94.

1.2 SECTION 05 5000 – METAL FABRICATIONS

A. Steel Shapes, Plate, and Bar: ASTM [**A 36**].

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work

C. Galvanized High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers.
   1. Finish: All to be galvanized.

D. Finish: As specified in Section 09 9600 “High Performance Coatings”.

1.3 SECTION 09 3000 – TILING

A. Terra Cotta Glazed Tile: Custom shapes and sizes, hand crafted by artist/designers; suitable for exterior application.

B. Setting Mortar: Premium-grade dry-set mortar mixed with acrylic latex additive in compliance with ANSI A118.4E, ANSI A118.11 and ANSI A118.15E bond strength requirements.
   1. MAPEI Corporation; Kerabond/Keralastic System.

C. Grout: Fine aggregate, fast-setting, polymer-modified, color-consistent, nonshrinking, efflorescence-free grout for joint widths from 1/16 to 3/4 inch and in compliance with ANSI A118.6 and A118.7.
   1. MAPEI Corporation; Ultracolor Plus FA.

END OF OUTLINE SPECIFICATIONS

SECTION 09 96 00-HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and application of high-performance coating (HPC) systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.

B. Samples for Verification: For each type of coating system and in each color and gloss of finish coat indicated.
   1. Submit Samples on rigid backing, 8 inches square.
   2. Step coats on Samples to show each coat required for system.
   3. Label each coat of each Sample.
   4. Label each Sample for location and application area.

C. Product List: For each product indicated. Cross-reference products to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules.

1.3 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing the work of this Section with minimum three years experience and approved in writing by high performance coatings manufacturer.

B. Mockups: Apply benchmark samples of each coating system indicated to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Architect will select one surface to represent surfaces and conditions for application of each type of coating and substrate.
      a. Other Items: Architect will designate items or areas required.
   2. Final approval of color selections will be based on benchmark samples.
      a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
   1. Maintain containers in clean condition, free of foreign materials and residue.
   2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:
   1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
   3. Provide products of same manufacturer for each coat in a coating system.

B. Colors: As selected by Architect from manufacturer's full range.

2.2 HIGH-PERFORMANCE COATINGS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Tnemec Company Inc.

B. Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thickness indicated; number of coats specified does not include primer or filler coat unless specifically noted.

C. Metal Substrates, Exterior: Aliphatic acrylic polyurethane; semi gloss finish.
   1. Surface Preparation:
      a. Non-Galvanized Steel: SSPC SP-6, Commercial Blast Cleaning; all oil and rust must be removed from steel surfaces.
   2. Primer:
      a. Ferrous Metal: Tnemec 90-97 Urethane, Zinc Rich 3.0 mils.
   3. Polyurethane Intermediate Coat:
      a. Product: Tnemec Series 750 (Semi-gloss) Endura-Shield.
      b. Percentage of Solids (by Volume): 72%
      c. Dry Film Thickness: 2.5 – 3.0 mils per coat.
   4. Polyurethane Finish Coat:
      a. Product: Tnemec Series 750 (Semi-gloss) Endura-Shield.
      b. Percentage of Solids (by Volume): 72%
      c. Dry Film Thickness: 2.5 – 3.0 mils per coat.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
   1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
   2. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
   3. Coating application indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates indicated.

B. Remove hardware, covers, plates, machined surfaces, and similar items already in place that are removable and are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

D. Steel Substrates: SSPC SP-6, Commercial Blast Cleaning; all oil and rust must be removed from steel surfaces.

3.3 APPLICATION

A. Apply high-performance coatings according to manufacturer's written instructions.
   1. Use applicators and techniques suited for coating and substrate indicated.
   2. Coat surfaces behind movable equipment same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment with prime coat only.
   3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
   4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

E. Painting Electrical, Communication, and Electronic Safety and Security Work:
   1. Paint shop primed equipment indicated to receive paint finish.
   2. Prime and paint exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, except where items are shop finished or occurring in unfinished interior spaces.
   3. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
   4. Do not paint over telecommunications cables or detection or monitoring devices.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 09 96 00

MAPEI®

15 NEW colors

GROUTS

for every purpose

SERENE

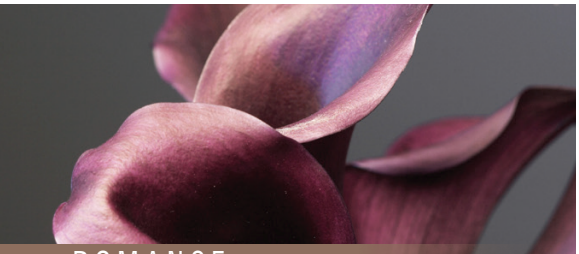
38 Avalanche	102 Mint
77 Frost	101 Rain
93 Warm Gray	103 Cobblestone
01 Alabaster	104 Timberwolf

TRADITIONAL

00 White	02 Pewter
14 Biscuit	27 Silver
94 Straw	107 Iron
39 Ivory	19 Pearl Gray

NATURAL

06 Harvest	106 Walnut
44 Pale Umber	105 Driftwood
35 Navajo Brown	111 Hickory
108 Bamboo	42 Mocha



ROMANCE

49 Light Almond	110 Caramel
15 Bone	112 Pecan
05 Chamois	113 Brick Red
109 Acorn	114 Mahogany

GLAMOUR

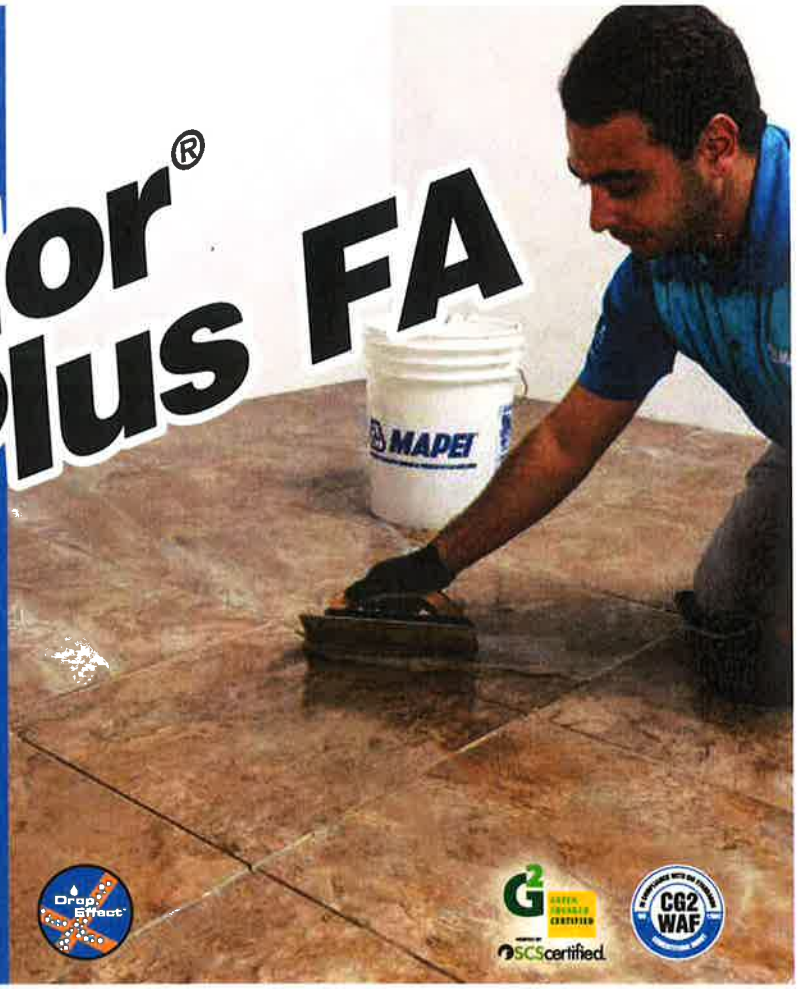
11 Sahara Beige	79 Cocoa
04 Bahama Beige	07 Chocolate
09 Gray	115 Truffle
47 Charcoal	10 Black

Grout colors shown here may not accurately represent the actual color of the installed product because of jobsite conditions, product preparation, installation methods, lighting, image variance on computer monitors, and the type of tile or stone utilized. Consequently, MAPEI makes no representation, warranty or guarantee of any kind regarding the color, texture, appearance or suitability of our products. For those characteristics, MAPEI excludes all express or implied warranties including, but not limited to MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE.

Version: April 15, 2016

MAPEI®

Ultracolor® Plus FA



Rapid-Setting, "All-in-One" Grout Replacement for Sanded and Unsanded Grouts

DESCRIPTION

Ultracolor Plus FA with DropEffect™ technology is an ultra premium, fine-aggregate, fast-setting, polymer-modified, color-consistent, nonshrinking, efflorescence-free grout for joint widths from 1/16" to 3/4" (1,5 to 19 mm). DropEffect reduces surface absorption to help repel water, dirt and grime from penetrating grout joints. *Ultracolor Plus FA* is specially formulated with MAPEI's High-Hydrated Cement Technology (HCT™) to eliminate the common problems related to Portland-cement grout, such as color consistency and efflorescence. Along with offering higher polymer content, HCT reduces absorption and increases stain resistance when compared with standard-performance cement grouts. *Ultracolor Plus FA* is formulated with 10% recycled content and meets the ANSI A138.1 specification for GreenSquared certification.

FEATURES AND BENEFITS

- Fine aggregate (FA) allows for narrow joint widths and improved cleanability
- No efflorescence (free of Portland cement)
- Easy to install and stain-resistant
- No sealer required

INDUSTRY STANDARDS AND APPROVALS

- ISO 13007: Classification CG2WAF
- ANSI: Meets or exceeds ANSI A118.6 and A118.7 industry standards
- SCS GreenSquared: Certified per ANSI A138.1

LEED v3 Points Contribution	LEED Points
MR Credit 5, Regional Materials*	Up to 2 points
IEQ Credit 4.1, Low-Emitting Materials – Adhesives & Sealants	1 point
IEQ Credit 4.3, Low-Emitting Materials – Flooring Systems	1 point

LEED v4 Points Contribution	LEED Points
MR Credit Material Ingredient Reporting – Health Product Declaration (HPD)	1 point

** Using this product may help contribute to LEED certification of projects in the categories shown above. Points are awarded based on contributions of all project materials.*

WHERE TO USE

- Commercial and residential construction suitable for both interior and exterior installations
- For grouting dimensional stone, slate, granite, stone agglomerates and most types of ceramic, ceramic mosaic, quarry, brick paver, porcelain, glass and clay tiles
- For application in submerged conditions (swimming pools, spas, water features and fountains), allow for 72 hours of curing time.
- For use where grout will be exposed to foot traffic within 3 to 4 hours
- For joint widths from 1/16" to 3/4" (1,5 to 19 mm)

LIMITATIONS

- Sealing is not required. However, a high-performance penetrating grout sealer may still be applied from MAPEI's *UltraCare*™ family of sealers, which includes Penetrating Plus Stone, Tile & Grout Sealer; and Penetrating

Ultracolor Plus FA

Plus SB Stone & Porcelain Tile Sealer. Follow the directions provided in the *UltraCare* Maintenance Guide.

- Do not use when a highly chemical-, impact- and stain-resistant grout is required or in heavy industrial tile installations. Instead, use an appropriate MAPEI epoxy grout (see the respective Technical Data Sheet [TDS] for details).
- When grouting in temperatures above 80°F (26°C), see the Technical Bulletins at www.mapei.com or consult MAPEI's Technical Services Department.

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- Certain tiles with high absorption, surface porosity or rough surfaces may require sealing before grouting to prevent permanent staining.
- The application of a grout release over certain types of porcelain or textured surface tiles or stone may be advantageous where a fine surface porosity might trap fine particles or color pigments. Seek the advice of the tile or stone manufacturer and site-test (mock up) on separate samples before grouting.
- Caution: Some types of glass, glazed ceramic tiles, marble, granite and marble agglomerates can be permanently stained, scratched, dulled or damaged when grouted with pigmented grout or sanded grout formulas. Generally, lighter-shade grout is best suited for grouting white or light-colored marble or granite. Take all the necessary precautions to ensure that the marble, granite or tiles are compatible with colored grouts. Check the tile or marble manufacturer's literature and test grout on a separate sample area before grouting to determine the suitability of the product with colored and/or sanded grouts.
- Before grouting, make sure that the tiles or stones are firmly set and that the adhesive or mortar is completely dry.
- Remove all spacers, pegs, ropes and strings.
- Grout joints must be clean and free of standing water, dust, dirt and foreign matter. Remove excess adhesive or mortar from the joint area so that 2/3 of the depth of the tile is left available for grouting.
- Clean the tile or stone surface thoroughly to remove dust, dirt and other contaminants that may cause grout discoloration.

See MAPEI's "Surface Preparation Requirements" document in the Reference & Installation Guides section of the Tile & Stone Installations Systems page on MAPEI's Website.

MIXING

Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet for details.

1. For best results, have the same person mix all of the grout. Consistent mixing techniques will promote more uniform results.
2. Before mixing the grout with water, dry-blend the product to avoid color variations in the finished grout, which may arise from pigment settling during shipment. If two or more bags are to be used, all of the contents should be dry-blended together.
3. Mix *Ultracolor Plus FA* with cool, clean water only. Do not mix with grout additives. Mix by using the following water-to-grout proportions:

Water	*Ultracolor Plus FA* powder
1 to 1.1 U.S. qts. (0,95 to 1,04 L)	10 lbs. (4,54 kg)
2.6 to 2.8 U.S. qts. (2,46 to 2,65 L)	25 lbs. (11,3 kg)

4. Pour the required measured amount of clean, cool water into a clean mixing container. Gradually add the proportionate amount of *Ultracolor Plus FA* while slowly mixing. To avoid shade variation of the finished joint, always add the powder to the water while being consistent in the mixing process and the quantity of water used from batch to batch.
5. Mix thoroughly with a low-speed mixer (at about 350 rpm) for about 3 to 5 minutes, or until obtaining a smooth, creamy, homogenous paste consistency and a uniform shading of the colored grout.
6. Avoid air entrapment from prolonged mixing, which will shorten the pot life.
7. Allow the grout to sit ("slake") in the container for about 2 to 3 minutes.
8. Remix for about 30 seconds without adding more liquid or powder.
9. Wash tools immediately with fresh water.

PRODUCT APPLICATION

Read all installation instructions thoroughly before installation.

1. Use only at temperatures between 50°F and 100°F (10°C and 38°C). With temperatures above 85°F (29°C), use cold water to mix the powder.
2. Using consistent application and cleaning procedures will produce consistent results.
3. To aid in spreading the grout, slightly moisten the tile or stone surface with a damp sponge just before application. Do not flood the tiles or allow water to stand in the ungrouted joint areas.
4. Force *Ultracolor Plus FA* into the joints with a rubber grout float. Make sure all joints are well-compacted and free of voids and gaps.
5. Remove excess grout from the tile surface, moving the grout float diagonally to the joints while the *Ultracolor Plus FA* is still fresh.

6. The grout surface should be flush with the tile edge.
7. Some stiffening may occur before all material is used (usually within about 1 hour at room temperature). If this occurs, simply remix but do not add more liquid.
8. Provide for expansion and control joints as specified per TCNA Handbook method EJ171 or TTMAC Specification Guide 09300, Detail 301EJ.
9. Allow the *Ultracolor Plus FA* to firm up in the joints sufficiently to avoid damaging the grout surface – usually in 15 to 30 minutes, depending upon the temperature, humidity and absorption rate of the tile or stone. Nonvitreous wall tile that absorbs water quickly requires less time for grout to firm up – only 5 to 10 minutes after installation.
10. Use two buckets of cleaning water: one for rinsing the majority of the grout residue from the grout sponge, and one for moistening the sponge in clean water.
11. Dip the sponge in a bucket of water and wring out the excess, so that the sponge does not drip water. Using very little pressure, pull the sponge diagonally across the grout joints to remove the excess grout from the tile surface. Also use the sponge to smooth the surface of the grout joint. Turn the sponge over and make another pass in an adjacent area. After using both sides, rinse the sponge in one bucket and wring out the excess water. Dip the sponge in the second bucket of water, wringing out the excess and continue the process.
12. Change the water in the buckets frequently to help limit the amount of haze that forms on the tile or stone surface.
13. To prevent discoloration and soft/powdery joints, avoid cleaning with excessive water.
14. To control color variations, buff the grouted surface with cheesecloth or a clean, dry cotton cloth when a haze is visible on the tile surface, usually 30 to 60 minutes after grouting. This should remove any remaining surface water or grout residue.
15. Wash tools immediately with fresh water.
16. Never use acid for cleaning marble, glazed tile or pigmented grout surfaces. If a persistent haze remains after normal cleaning, see the Technical Bulletins at www.mapei.com or consult MAPEI's Technical Services Department.

PROTECTION

- Provide for dry, heated storage on site and deliver materials at least 24 hours before tilework begins.
- For at least 72 hours after completion, protect from rain and freezing, and do not immerse the installation in water.
- Floors: Keep the installation free from foot traffic for at least 3 hours after grouting.
- Walls: Protect the installation from impact, vibration and hammering on adjacent and opposite walls for 14 days after tile installation (see the TDS of the adhesive or setting system for details).
- Because temperature and humidity (during and after installation of tile) affect the final curing time of all cement-based materials, allow for extended periods of curing and protection when temperatures drop below 60°F (16°C) and/or when the relative humidity is higher than 70%.

MAINTENANCE

- Grout must be cured for at least 24 hours before regular cleaning.
- MAPEI grout products are produced to the highest quality of standards. To maintain a clean tile surface, use a neutral-pH cleaner for maintaining the floor, followed by a clean water rinse.
- Do not use harsh chemical cleaners to maintain the tile surface. Before proceeding with cleaning, consult the cleaner's manufacturer for compatibility, use and application instructions. Remove or rinse fatty acid residue from the grout surface to avoid potential grout deterioration caused by prolonged exposure.
- A high-performance penetrating grout sealer may still be applied from MAPEI's *UltraCare* family of sealers, which includes Penetrating Plus Stone, Tile & Grout Sealer; and Penetrating Plus SB Stone & Porcelain Tile Sealer. Follow the directions provided in the *UltraCare* Maintenance Guide.

ISO 13007 Classification

Classification Code	Test Characteristics	Classification Requirement
CG2 (cementitious grout, improved)	Shrinkage	≤ 0.30% shrinkage in 28 days
W (reduced water absorption)	Water absorption	≤ 5 g after 4 hours
A (high abrasion resistance)	Abrasion resistance	≤ 1,000 mm^3
F (rapid-setting)	Compressive strength	≥ 2,175 psi (15 MPa) after 24 hours

ANSI Specification

Test Method	Specification Standard	Test Results
ANSI A118.7 – compression	3,000 psi (20,7 MPa) at 28 days	3,000 to 5,500 psi (20,7 to 37,9 MPa) at 28 days
ANSI A118.7 – shrinkage	< 0.20% at 27 days	< 0.20% at 27 days
ANSI A118.7 – tensile strength	500 psi (3,45 MPa) at 28 days	500 to 600 psi (3,45 to 4,14 MPa) at 28 days
ANSI A118.7 – water absorption	< 5% (50% relative humidity to immersion)	< 5% (50% relative humidity to immersion)
ANSI A118.7 – flexural strength	1,000 psi (6,90 MPa) at 28 days	1,000 to 1,400 psi (6,90 to 9,66 MPa) at 28 days

Shelf Life and Product Characteristics (before mixing)

Shelf life	1 year when stored in original, unopened packaging at 73°F (23°C) in a dry area
Physical state	Powder

Application Properties at 73°F (23°C) and 50% relative humidity

Mixing ratio	Per 10 lbs. (4,54 kg) of grout powder: 1 to 1.1 U.S. qts. (0,95 to 1,04 L) of water Per 25 lbs. (11,3 kg) of grout powder: 2.6 to 2.8 U.S. qts. (2,46 to 2,65 L) of water
VOCs (Rule #1168 of California's SCAQMD)	0 g per L
Pot life*	30 minutes to 1 hour
Application temperature range	50°F and 100°F (10°C and 38°C)
Curing time*	72 hours

** Pot life and curing time vary based on jobsite conditions, including cold temperatures or high humidity.*

Packaging

Size
Bag: 10 lbs. (4,54 kg)
Bag: 25 lbs. (11,3 kg)

Approximate Coverage*

Per 10 lbs. (4,54 kg). Coverages in sq. ft. (m^2).								
Tile Size	Grout Joint Width							
	1/16" (1,5 mm)	1/8" (3 mm)	3/16" (4,5 mm)	1/4" (6 mm)	3/8" (10 mm)	1/2" (12 mm)	5/8" (16 mm)	3/4" (19 mm)
1" x 1" x 1/4" (25 x 25 x 6 mm)	39 (3,62)	20 (1,86)	13 (1,21)	10 (0,93)	7 (0,65)	5 (0,46)	4 (0,37)	4 (0,37)
2" x 2" x 1/4" (50 x 50 x 6 mm)	78 (7,25)	39 (3,62)	26 (2,42)	20 (1,86)	13 (1,21)	10 (0,93)	8 (0,74)	7 (0,65)
3" x 3" x 1/4" (75 x 75 x 6 mm)	117 (10,9)	59 (5,48)	39 (3,62)	30 (2,79)	20 (1,86)	15 (1,39)	12 (1,11)	10 (0,93)
4" x 8" x 1/2" (100 x 200 x 12 mm)	104 (9,66)	52 (4,83)	35 (3,25)	26 (2,42)	18 (1,67)	13 (1,21)	11 (1,02)	9 (0,84)
4-1/4" x 4-1/4" x 1/4" (108 x 108 x 6 mm)	165 (15,3)	83 (7,71)	55 (5,11)	42 (3,90)	28 (2,60)	21 (1,95)	17 (1,58)	14 (1,30)
6" x 6" x 1/4" (150 x 150 x 6 mm)	233 (21,6)	117 (10,9)	78 (7,25)	59 (5,48)	39 (3,62)	30 (2,79)	24 (2,23)	20 (1,86)
6" x 6" x 1/2" (150 x 150 x 12 mm)	117 (10,9)	59 (5,48)	39 (3,62)	30 (2,79)	20 (1,86)	15 (1,39)	12 (1,11)	10 (0,93)
6" x 24" x 3/8" (150 x 610 x 10 mm)	249 (23,1)	125 (11,6)	83 (7,71)	63 (5,85)	42 (3,90)	32 (2,97)	25 (2,32)	21 (1,95)
8" x 8" x 3/8" (200 x 200 x 10 mm)	207 (19,2)	104 (9,66)	69 (6,41)	52 (4,83)	35 (3,25)	26 (2,42)	21 (1,95)	18 (1,67)
12" x 12" x 3/8" (300 x 300 x 10 mm)	311 (28,9)	156 (14,5)	104 (9,66)	78 (7,25)	52 (4,83)	39 (3,62)	32 (2,97)	26 (2,42)
12" x 24" x 3/8" (300 x 600 x 10 mm)	414 (38,5)	207 (19,2)	138 (12,8)	104 (9,66)	69 (6,41)	52 (4,83)	42 (3,90)	35 (3,25)
13" x 13" x 3/8" (330 x 330 x 10 mm)	337 (31,3)	169 (15,7)	113 (10,5)	85 (7,90)	57 (5,30)	43 (3,99)	34 (3,16)	29 (2,69)
18" x 18" x 3/8" (457 x 457 x 10 mm)	466 (43,3)	233 (21,6)	156 (14,5)	117 (10,9)	78 (7,25)	59 (5,48)	47 (4,37)	39 (3,62)
20" x 20" x 3/8" (508 x 508 x 10 mm)	518 (48,1)	259 (24,1)	173 (16,1)	130 (12,1)	87 (8,08)	65 (6,04)	52 (4,83)	44 (4,09)
24" x 24" x 3/8" (610 x 610 x 10 mm)	621 (57,7)	311 (28,9)	207 (19,2)	156 (14,5)	104 (9,66)	78 (7,25)	63 (5,85)	52 (4,83)
32" x 32" x 3/8" (812 x 812 x 10 mm)	828 (76,9)	414 (38,5)	276 (25,6)	207 (19,2)	138 (12,8)	104 (9,66)	83 (7,71)	69 (6,41)

Per 25 lbs. (11,3 kg). Coverages in sq. ft. (m^2).								
Tile Size	Grout Joint Width							
	1/16" (1,5 mm)	1/8" (3 mm)	3/16" (4,5 mm)	1/4" (6 mm)	3/8" (10 mm)	1/2" (12 mm)	5/8" (16 mm)	3/4" (19 mm)
1" x 1" x 1/4" (25 x 25 x 6 mm)	97 (9,01)	49 (4,55)	33 (3,07)	25 (2,32)	17 (1,58)	13 (1,21)	10 (0,93)	9 (0,84)
2" x 2" x 1/4" (50 x 50 x 6 mm)	194 (18,0)	97 (9,01)	65 (6,04)	49 (4,55)	33 (3,07)	25 (2,32)	20 (1,86)	17 (1,58)
3" x 3" x 1/4" (75 x 75 x 6 mm)	291 (27,0)	146 (13,6)	97 (9,01)	73 (6,78)	49 (4,55)	37 (3,44)	30 (2,79)	25 (2,32)
4" x 8" x 1/2" (100 x 200 x 12 mm)	259 (24,1)	130 (12,1)	87 (8,08)	65 (6,04)	44 (4,09)	33 (3,07)	26 (2,42)	22 (2,04)
4-1/4" x 4-1/4" x 1/4" (108 x 108 x 6 mm)	413 (38,4)	207 (19,2)	138 (12,8)	104 (9,66)	69 (6,41)	52 (4,83)	42 (3,90)	35 (3,25)
6" x 6" x 1/4" (150 x 150 x 6 mm)	582 (54,1)	291 (27,0)	194 (18,0)	146 (13,6)	97 (9,01)	73 (6,78)	59 (5,48)	49 (4,55)
6" x 6" x 1/2" (150 x 150 x 12 mm)	291 (27,0)	146 (13,6)	97 (9,01)	73 (6,78)	49 (4,55)	37 (3,44)	30 (2,79)	25 (2,32)
6" x 24" x 3/8" (150 x 610 x 10 mm)	621 (57,7)	311 (28,9)	207 (19,2)	156 (14,5)	104 (9,66)	78 (7,25)	63 (5,85)	52 (4,83)

8" x 8" x 3/8" (200 x 200 x 10 mm)	518 (48,1)	259 (24,1)	173 (16,1)	130 (12,1)	87 (8,08)	65 (6,04)	52 (4,83)	44 (4,09)
12" x 12" x 3/8" (300 x 300 x 10 mm)	776 (72,1)	388 (36,0)	259 (24,1)	194 (18,0)	130 (12,1)	97 (9,01)	78 (7,25)	65 (6,04)
12" x 24" x 3/8" (300 x 600 x 10 mm)	1,035 (96,2)	518 (48,1)	345 (32,1)	259 (24,1)	173 (16,1)	130 (12,1)	104 (9,66)	87 (8,08)
13" x 13" x 3/8" (330 x 330 x 10 mm)	841 (78,1)	421 (39,1)	281 (26,1)	211 (19,6)	141 (13,1)	106 (9,85)	85 (7,90)	71 (6,60)
18" x 18" x 3/8" (457 x 457 x 10 mm)	1,164 (108)	582 (54,1)	388 (36,0)	291 (27,0)	194 (18,0)	146 (13,6)	117 (10,9)	97 (9,01)
20" x 20" x 3/8" (508 x 508 x 10 mm)	1,294 (120)	647 (60,1)	432 (40,1)	324 (30,1)	216 (20,1)	162 (15,1)	130 (12,1)	108 (10,0)
24" x 24" x 3/8" (610 x 610 x 10 mm)	1,552 (144)	776 (72,1)	518 (48,1)	388 (36,0)	259 (24,1)	194 (18,0)	156 (14,5)	130 (12,1)
32" x 32" x 3/8" (812 x 812 x 10 mm)	2,069 (192)	1,035 (96,2)	690 (64,1)	518 (48,1)	345 (32,1)	259 (24,1)	207 (19,2)	173 (16,1)

** Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to actual tile size and thickness, exact joint width, job conditions and grouting methods. Consult MAPEI's Technical Services Department or use the grout calculator at www.mapei.com to determine the amount of product needed for project criteria not shown.*

Refer to the SDS for specific data related to health and safety as well as product handling.

RELATED DOCUMENTS

Technical Bulletin: Grout Cleaning	041101-T*
Grout Troubleshooting Guide	TSIS Reference and Installation Guides*
Technical Bulletin: How to Install Grout in Hot Weather	010404-TB*

** At www.mapei.com*

STATEMENT OF RESPONSIBILITY

Before using, user shall determine the suitability of the product for its intended use and user alone assumes all risks and liability whatsoever in connection therewith. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

We proudly support the following industry organizations:

MAPEI Headquarters of the Americas
1144 East Newport Center Drive
Deerfield Beach, Florida 33442
1-888-US-MAPEI (1-888-876-2734) /
(954) 246-8888

Technical Services
1-800-992-6273 (U.S. and Puerto Rico)
1-800-361-9309 (Canada)

Customer Service
1-800-42-MAPEI (1-800-426-2734)

Services in Mexico
0-1-800-MX-MAPEI (0-1-800-696-2734)

Edition Date: March 4, 2016
PR: 7921 MKT: 16-1236

For the most current BEST-BACKED℠ product data and warranty information, visit www.mapei.com.

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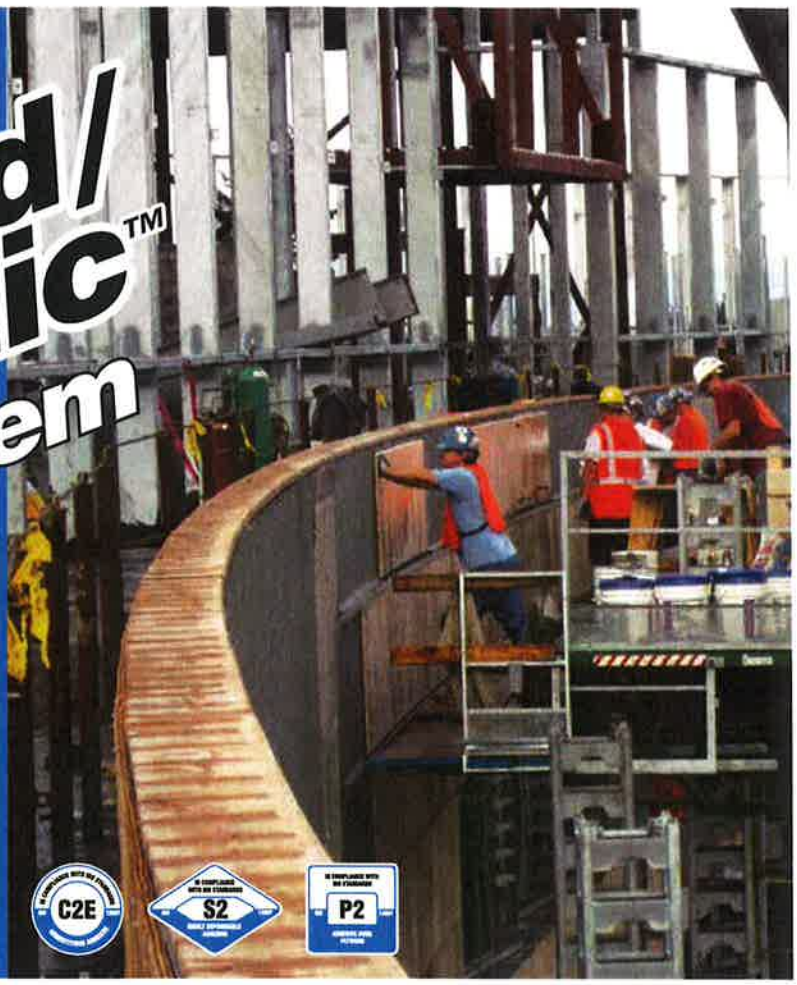
Version: March 3, 2016

MAPEI®

Kerabond/ Keralastic™ System

Premium, Flexible Tile Mortar



GREEN INNOVATION

C2E S2 P2

DESCRIPTION

Kerabond/Keralastic System is a high-performance, two-part system: *Keralastic*™, a second-generation "flexible" acrylic latex additive, is used to enhance the performance of *Kerabond*™, which is a premium-grade dry-set mortar. This system has exceptional bond strength, flexural strength, elongation and freeze/thaw durability. To ensure proper flexibility, always use a latex additive when applying a dry-set mortar over plywood or to set nonvitreous tiles.

FEATURES AND BENEFITS

- High-performance bond
- Best for most difficult tiles, substrates and conditions

INDUSTRY STANDARDS AND APPROVALS

ISO 13007: Classification C2ES2P2

ANSI: Meets or exceeds ANSI A118.4E, ANSI A118.11 and ANSI A118.15E bond strength requirements

LEED Points Contribution	LEED Points
MR Credit 5, Regional Materials*	Up to 2 points
IEQ Credit 4.1, Low-Emitting Materials – Adhesives & Sealants	1 point
IEQ Credit 4.3, Low-Emitting Materials – Flooring Systems	1 point

** Using this product may help contribute to LEED certification of projects in the categories shown above. Points are awarded based on contributions of all project materials.*

WHERE TO USE

- Most interior/exterior residential and commercial installations on floors, walls and ceilings
- Installation of ceramic and porcelain tile, glass tile, quarry tile, pavers, Saltillo tile, and most types of marble, granite and natural stone

LIMITATIONS

- Install only at temperatures between 40°F and 95°F (4°C and 35°C).
- Do not use for moisture-sensitive stone (green marble, some limestone and granite), agglomerate tiles or resin-backed tiles. Instead, use suitable epoxy or urethane adhesives. (See the respective Technical Data Sheets for more information.)
- Some glass tile backings may not be suitable for use with *Kerabond/ Keralastic*. Consult the recommendations of the TCNA and the glass tile manufacturer.
- For translucent or transparent glass tile, use white *Granirapid*® or *Adesilex*™ *P10*.
- Use a white mortar when installing light-colored stones and translucent marble.
- Do not use over dimensionally unstable substrates such as hardwood flooring, oriented strand board (OSB), substrates containing asbestos, or metal. See the "Suitable Substrates" section.
- To use directly over gypsum-based patching or leveling substrates, apply a suitable sealer before use. See MAPEI's Technical Bulletin 010313-TB, "Gypsum-Based Floors and Walls: Which MAPEI Products Can Be Applied?"

- Consult local building code requirements for use on exterior commercial facades.
- Installations of tile over nonporous surfaces, such as waterproofing membranes and existing tile, may require extended setting/curing times.

SUITABLE SUBSTRATES

- Concrete (cured at least 28 days)
- Masonry cement block, brick, cement mortar beds and leveling coats
- Cement backer units (CBUs) – see manufacturer's installation guidelines
- Gypsum wallboard and primed plaster – interior walls in dry areas only (see MAPEI's Technical Bulletin 010313-TB for priming instructions)
- APA and CANPLY Group 1 exterior-grade plywood (interior, residential and light commercial floors and countertops in dry conditions only)
- Properly prepared vinyl composition tile (VCT), plastic laminate countertops, non-cushioned sheet vinyl and cutback residue (interior installations)
- Properly prepared existing ceramic and porcelain tile, cement terrazzo, quarry tile and pavers (interior and dry conditions only)
- MAPEI waterproofing, crack-isolation and sound-reduction membranes

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All substrates should be structurally sound, stable, dry, clean and free of any substance or condition that may reduce or prevent proper adhesion.
- See MAPEI's "Surface Preparation Requirements" document in the Product Information section of the Tile & Stone Installation Systems page on MAPEI's Website.

MIXING

Note: Before starting, take appropriate safety precautions. See the Safety Data Sheet for details.

1. Into a clean mixing container, pour about 2 U.S. gals. (7,57 L) of *Keralastic*.
2. Gradually add 50 lbs. (22,7 kg) of *Kerabond* powder while slowly mixing.
3. Use a low-speed mixing drill (at about 300 rpm), with an angled cross-blade mixer or double-box mixer. Mix thoroughly until the mixture becomes a smooth, homogenous, lump-free paste. Avoid prolonged mixing.
4. Let the mixture stand ("slake") for 10 minutes.
5. Remix.
6. If the mixture becomes heavy or stiff, remix without adding more liquid or powder.

PRODUCT APPLICATION

1. Choose a typical notched trowel (see "Approximate Coverage" chart) with sufficient depth to achieve greater than 80% mortar contact to both the tile and substrate for all interior applications, and greater than 95% for exterior installations, commercial floor and wet applications. It may be necessary to back-butter tiles in order to meet these requirements. (Refer to ANSI A108.5 specifications and TCNA Handbook guidelines.)
2. With pressure, apply a coat by using the trowel's flat side to key mortar into the substrate.
3. Apply additional mortar, using the trowel's notched side to comb the mortar in a single direction parallel to the tile's shortest dimension.
4. Spread only as much mortar as can be tiled before the product skins over. Open time can vary with jobsite conditions.
5. Place the tiles firmly into the wet mortar. Push the tiles back and forth in a direction perpendicular to trowel lines, to collapse the mortar ridges and to help achieve maximum coverage. Ensure proper contact between the mortar, tile and substrate by periodically lifting a few tiles to check for acceptable coverage.
6. Remove excess mortar from the joint areas so that at least 2/3 of the tile depth is available for grouting (see ANSI A108.10 guidelines).

EXPANSION AND CONTROL JOINTS

- Provide for expansion and control joints as specified per TCNA Detail EJ171 or TTMAC Specification Guide 09 30 00, Detail 301MJ. Do not cover expansion joints with mortars.

CLEANUP

- Clean tools and tile while the mortar is fresh using only water.

PROTECTION

- Protect from traffic for 24 hours. Protect from heavy traffic for 7 days.
- Protect from frost and rain for 21 days.
- Protect from water immersion for 21 days.

ISO 13007 Classification

Classification Code	Classification Requirement
C2 (cementitious, improved adhesion)	≥ 145 psi (1 MPa) after standard aging, heat aging, water immersion and freeze/thaw cycles
E (extended open time)	≥ 72.5 psi (0,5 MPa) after 20 to 30 minutes
S2 (improved deformation of mortar)	≥ 0.2" (5 mm)
P2 (improved adhesion to plywood)	≥ 145 psi (1 MPa)

ANSI Specification*

Test Method	Specification Standard	Test Results
ANSI A118.11 – shear strength, quarry tile to plywood	> 150 psi (1,03 MPa) at 28 days	250 to 360 psi (1,72 to 2,48 MPa)
ANSI A118.15E – (extended open time)	> 75 psi (0,52 MPa) at 30 minutes	Pass
ANSI A118.15 – shear strength, impervious ceramic (porcelain) mosaics	> 400 psi (2,76 MPa) at 28 days	400 to 500 psi (2,76 to 3,45 MPa)
ANSI A118.15 – shear strength, glazed wall tile	> 450 psi (3,10 MPa) at 7 days	660 to 880 psi (4,55 to 6,07 MPa)
ANSI A118.15 – shear strength, quarry tile to quarry tile	> 150 psi (1,03 MPa) at 28 days	550 to 850 psi (3,79 to 5,86 MPa)

** Anything that meets A118.15 by definition meets or exceeds A118.4.*

Shelf Life and Application Properties at 73°F (23°C) and 50% relative humidity

Shelf life	1 year (*Kerabond*); 2 years (*Keralastic*)
Open time**	20 to 30 minutes
Pot life**	> 2 hours
Time before grouting**	24 hours
VOCs (Rule #1168 of California's SCAQMD)	0 g per L

*** Open time, pot life and time before grouting vary based on jobsite conditions.*

Packaging

Size and Color
Bag, powder: 50 lbs. (22,7 kg), gray
Bag, powder: 50 lbs. (22,7 kg), white
Jug, liquid: 2 U.S. gals. (7,57 L)
Pail, liquid: 5 U.S. gals. (18,9 L)
Drum, liquid: 55 U.S. gals. (208 L)

Approximate Coverage*** per 50 lbs. (22,7 kg)

Typical Trowel		Coverage for 50 lbs. (22,7 kg)
1/4" x 1/4" x 1/4" (6 x 6 x 6 mm)		75 to 90 sq. ft. (6,97 to 8,36 m²)
1/4" x 3/8" x 1/4" (6 x 10 x 6 mm)		55 to 65 sq. ft. (5,11 to 6,04 m²)

**** Trowel dimensions are width/depth/space. Actual coverage will vary according to substrate profile and tile type.*

Kerabond/ Keralastic™ System

MAPEI®

Kerabond/ Keralastic System

RELATED DOCUMENTS

Reference Guide: Surface Preparation Requirements for Tile & Stone Installation Systems	RGT0309*
Technical Bulletin: "Gypsum-Based Floors and Walls: Which MAPEI Products Can Be Applied?"	010313-TB*

Refer to the SDS for specific data related to VOCs, health and safety, and handling of product.

STATEMENT OF RESPONSIBILITY

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Edition Date: April 23, 2014
PR: 5312 MKT: 14-0241

For the most current BEST-BACKED™ product data and warranty information, visit www.mapei.com.

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SOLAR PANEL ANALYSIS

Total load of lighting being incorporated/proposed for the thematic elements is about 4,000 watts.

With dusk to dawn operation they would operate a total of 6,075 night hours.

This would be a total usage of 24,296 KWH in a year.

If we can get 1,292 KWH from each KW installed there will be a need for 10 to 20 KW.

The intent is to back feed the electrical grid from the solar panels and purchase back power as required from the Power Company. This eliminates the need for battery storage and concerns for overcast days.

The design of the canopy as proposed provides for a capacity of 27 solar panels. This is the maximum number of panels to fit in the canopy design. This will provide almost half of the total electrical load required (nine (9) 280 watt panels per section of shade structure).

RDG will coordinate with MidAmerican Energy for metering requirements. MidAmerican Energy may need to change out the meter.

We are utilizing the existing astronomical time control for control of the exterior lighting. Electrical service is already provided through MidAmerican Energy. RDG will coordinate with MidAmerican energy for any changes to the meter due to PV.

RDG will complete the Standard Application Form and Interconnection Agreement for the Owner.

The electrical system will be installed per national electric code. All required signage will be provided. There will be no transfer switch.

All of the boxes for the electrical will be contained outside the storage closet as there is no room for additional panel boxes.

RDg... Dahlquist Art Studio
PLANNING • DESIGN

WAUKEE RAILROAD PERGOLA TRAILHEAD
COST SUMMARY
September 9, 2016

2013.432.03

BASE COMPONENTS	QUANTITY		COST		SUBTOTAL
TALL COLUMNS/PAIRS	32	$	16,079	$	514,523
SHORT BOLLARDS	18	$	8,526	$	153,474
BASE COST				$	667,996
ANCILLARY PROJECT COMPONENTS					
Plaza Canopy/Shade Structure	1	$	121,700	$	121,700
Solar Panels for Shade Structure (Preliminary)	1	$	34,500	$	34,500
Donor Signage	1	$	34,977	$	34,977
SUBTOTAL OF ANCILLARY ELEMENTS				$	191,177
ADDITIONAL SCOPE ITEMS				$	8,527
PROJECT TOTAL				$	867,700

Additional Conditions based on Waukee City Staff Review Dated 09/15/2016:

- Donor Sign
  - Connection of donor panel to bollards will be detailed in shop drawings produced by ASI signs, who we anticipate subcontracting to fabricate the sign structure.
  - Donor sign will be framed with aluminum extrusions. The face of the sign is intended to be translucent polycarbonate, based on donor names and categories provided, to be determined with Fundraising Committee.
  - Donor sign will be internally illuminated with LED fixtures. Control of the sign lighting will be in parallel with the rest of the exterior lighting.
- Solar Panels
  - The design of the canopy as proposed provides for a capacity of 27 solar panels. This is the maximum number of panels to fit in the canopy design. This will provide almost half of the total electrical load required (nine (9) 280 watt panels per section of shade structure).
  - RDG will coordinate with MidAmerican Energy for metering requirements. MidAmerican Energy may need to change out the meter.
  - We are utilizing the existing astronomical time control for control of the exterior lighting. Electrical service is already provided through MidAmerican Energy. RDG will coordinate with MidAmerican energy for any changes to the meter due to PV.
  - RDG will complete the Standard Application Form and Interconnection Agreement for the Owner.
  - The electrical system will be installed per national electric code. All required signage will be provided. There will be no transfer switch.
  - All of the boxes for the electrical will be contained outside the storage closet as there is no room for additional panel boxes.
- Specification Outline 1.2.C
  - All bolts galvanized.
- Drawing E 1.2
  - We have used the structural detail as background for electrical information. We have shown electrical equipment and lighting information on the detail.
- Structural Drawings
  - The louvres were removed from the design during Design Development to control cost, therefore are not reflected on the structural drawings.
  - The louvres were never intended as a rain barrier, only for shade. Donor panels have been replaced by solar panels on the canopy, which will function in the same shade capacity.
- Detail of Engineer D3
  - We will use manufacturers' standard connection hardware between "C" channel, tube, and solar panel.
- Inspections
  - RDG will provide a list of maintenance recommendations for all components of the project. RDG will work with a third-party inspector, to be determined and hired by the city.
- Rails
  - Rails are S8x18.4 steel beams, secured with welded on-site connections.
- RDG will be considered the general contractor and will provide a list of all subcontractors to the Owner.

AGENDA ITEM: J3

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Agreement for Professional Consulting Services with Bolton & Menk, Inc. [Sugar Creek Municipal Golf Course Bridge Replacement]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This resolution is an agreement with Bolton & Menk for consulting services for the Sugar Creek Golf Course Bridge Project. Bolton & Menk will complete Hydraulic Modeling, Preliminary Design, Opinion of probable costs, Final Design, and construction administration. Bolton & Menk will provide engineered stamped drawings that will allow the city to apply for the necessary DNR permits.

Staff received four proposals and the review committee selected Bolton &Menk.

Data collection, hydraulic modeling and design will be completed by December 31st. Depending on the length of time it takes the DNR to approve the permit it is anticipated that construction of the bridge will be completed by June 1st.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: $30,480.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: The City Attorney has reviewed the agreement and city staff would recommend approval.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:
I. Proposed Resolution
II. Contract

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH BOLTON & MENK, INC. [SUGAR CREEK MUNICIPAL GOLF COURSE BRIDGE REPLACEMENT]

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, due to past flooding at Sugar Creek Municipal Golf Course, a cart bridge requires replacement; **AND,**

WHEREAS, Bolton & Menk, Inc., has provided the City with an Agreement for Professional Consulting Services related to hydraulic modeling, preliminary design, opinion of probable costs, final design, and construction administration, along with engineer-stamped drawings that will allow the city to apply for the necessary DNR permits; **AND**,

WHEREAS, the engineering services agreement, attached hereto as Exhibit A, has been reviewed and approved by the Waukee City Attorney.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee that the Agreement for Professional Consulting Services with Bolton & Menk, Inc. [Sugar Creek Municipal Golf Course Bridge Replacement] is hereby approved.

Passed by the City Council of the City of Waukee, Iowa, and approved the 3rd day of October, 2016.

_____
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				

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Sugar Creek Municipal Golf Course Bridge Replacement
City Project No. _____

This Agreement is made and entered into this 3rd day of October, 2016, by and between City of Waukee, a municipal corporation, hereinafter referred to as "City," and Bolton & Menk, Inc., (Fed. ID #41-0832249), a corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

A. Project Development	$ 1,470
B. Design Activities	$ 21,490
C. Construction Services	$ 7,520
Total	$ 30,480

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30

days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Waukee	Name: Bolton & Menk, Inc.
Attn: Matt Jermier	Attn: Chadd Kahlsdorf, P.E., PMP
Title: Director of Parks and Recreation	Title: Project Manager
Address: 230 W. Hickman Road	Address: 309 E 5th Street, Suite 202
City, State: Waukee, IA 50263	City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed,

and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(6) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this

Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Dallas County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as

applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT	CITY OF WAUKEE
By: _____	By: _____
Name: Chadd Kahlsdorf, P.E., PMP	William F. Peard, Mayor
Title: Project Manager	

ATTACHMENT 1
SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS
The Consultant agrees to provide professional services required for the design and construction for the Sugar Creek Municipal Golf Course Bridge Replacement as listed below.

I. BASIC SERVICES
For purposes of this Project, Basic Services to be provided by CONSULTANT are as follows:

TASK 1: PROJECT DEVELOPMENT
Subtask 1.1: Kickoff Meeting
Description: The consultant will facilitate a Kick-Off Meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements
- Review any special issues regarding the project
- Conduct a field review of project area by project team members and City staff

Deliverables:

- Minutes of Kick-Off Meeting

TASK 2: Design Activities
Subtask 2.1: Data Collection
This task will include collecting and reviewing field data and measurements from the topographic survey. The preliminary field data will be supplemented with other available information such as aerial photos and mapping, utility maps, as-built drawings, reports and studies, any additional information available from FEMA, the Iowa DNR floodplain data, LiDAR mapping, soils mapping, etc. This will help develop a broad understanding of the site and be used to develop the design documents. This subtask will also include creating photo record of the project areas.

Deliverables:

- Photo Records of Project Area
- Survey Field Data in Project File Submittal

Subtask 2.2: Hydraulic Modeling
Description: Develop a hydraulic model of the channel and contributing areas that impact the bridge and channel to determine the high water levels.

Deliverables:

- Hydraulic Model
- Display Maps

Subtask 2.3: Preliminary Design
Description: Complete preliminary plans based on hydraulic modeling. Major design components to include the following:

- Bridge Replacement Structure
- Golf Cart Path Design
- Grading
- Erosion Control
- Construction Quantities
- Opinion of Probable Cost (OPC) of Construction

Deliverables:
- Preliminary Design Plans (PDF format and Hard Copy)
- OPC of construction of the preliminary design

Subtask 2.4: Project Coordination
Description: Schedule coordination meetings with the City throughout the design phase. The purpose will be to review project status, discuss coordination and design issues, and review project schedule and budget. This will also include a preliminary design review meeting with the permitting agencies at the completion of the preliminary design phase.

Deliverables:
- Preliminary Design Plans (PDF format and Hard Copy)
- OPC of construction of the preliminary design

Subtask 2.5: Final Design
Description: Final design refine the design elements of the preliminary design package. The final design will incorporate comments from the preliminary design review. The following additional items will be included:
- Final Design Drawings
- Construction Specifications
- OPC of Construction

Deliverables:
- Project Manual (Final Design Construction Drawings and Specifications)
- Final Design OPC

TASK 3: Construction Services
Subtask 3.1: Project Bidding
Description: Consultant will support project bidding in accordance with Iowa State bidding laws. We will respond to bidder's questions and prepare any needed addenda. We will also assist in the post bid process by verifying the accuracy of bids, preparing a bid tabulation in an acceptable format, investigating references of low bidders, and recommending award of the contract to an acceptable bidder.

Subtask 3.2: Construction Administration
Description: Consultant will provide the following construction administration services:
- Scheduling and assisting with the preconstruction conference
- Reviewing shop drawings

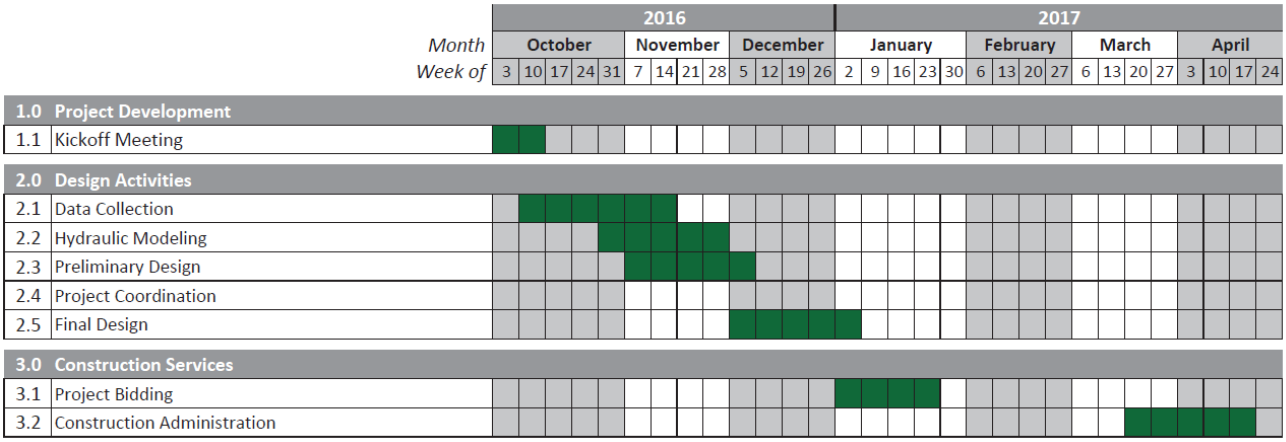
- Answering design interpretation questions
- Tracking construction quantities and reviewing contractor's pay requests
- Negotiating and preparing change orders and/or supplemental agreements
- Providing construction observation services
- Apprising City staff of the quality of the work
- Performing final inspection with City staff
- Updating design drawings to reflect as-built condition
- Closing out permits with the responsible agency

II. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

ATTACHMENT 2
PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:



Note: Schedule is preliminary and will be dependent on outside agency review which may cause delays

ATTACHMENT 3
SCHEDULE OF FEES

2016 Schedule of Fees

The following Fee Schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional and the Client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The Fee Schedule shall apply for the period through December 31, 2016. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	$170-240/Hour
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	$127-180
Senior Transportation/Aviation Planner	$125-175
Project Manager (Inc. Landscape Architect and GIS)	$106-170
Project/Design Engineer/Planner/Landscape Architect	$52-170
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	$94-165
Project Surveyor	$82-130
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	$47-140
Senior Technician (Inc. Survey[1])	$72-165
Technician (Inc. Survey[1])	$33-140
Administrative Support & Clerical	$29-110
Structural/Electrical/Mechanical/Architect	$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[1] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

AGENDA ITEM: J4

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving a revised preliminary plat for The Shops at Kettlestone North Plat 1

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: ARAC, LLC, requests approval of a revised preliminary plat in order to plat 10 single family lots, 2 commercial lots, and 1 office lot. The remaining portion of the property will be platted as outlots for future development. The subject property is approximately 83 acres in area and located on the east and west sides of Grand Prairie Parkway, north of Ashworth Road. The preliminary plat identifies 0.18 acres to satisfy the required parkland dedication.

Previously the Council approved a preliminary plat for a 16 lot office and commercial development. The applicant has chosen to revise the lot layout and to add the development of the single family lots.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT: The Planning and Zoning Commission reviewed this request on September 27, 2016 and recommended approval subject to remaining staff comments.

Approval of a revised Preliminary Plat for the Shops at Kettlestone North Plat 1.
Senior City Planner Andy Kass introduced the request by the applicant, ARAC, llc, for a revised preliminary Plat for The Shops at Kettlestone North Plat 1. Mr. Kass advised that the revised Preliminary Plat would include a total of 13 lots and 5 outlots. Lots 1, 2, and 3 are intended for commercial retail office development and Lots 4-13 are intended for single family residential development. The commercial/retail lots will range in size from 2.03 to 2.54 acres and the lots intended for single-family residential will conform with the allotted Kettlestone specific R-2 and Planned Development Overlay Districts to allow 60 foot wide lot width and size ranging from 8,113 to 12,044 square feet. This is a change from the previously approved preliminary plat for the property that showed 16 lots for commercial development.

Mr.Kass stated a number of streets will be extended throughout the plat from adjacent subdivisions. SE Esker Ridge Drive will be extended from the west plat boundary to Grand Prairie Parkway and across to the east plat boundary. SE Parkview Crossing Drive will be extended from the north down to Ashworth Road. SE Tallgrass Lane will be extended from the west plat boundary to Grand Prairie Parkway. All streets are collector streets with pavement widths of 29 feet and 31 feet. Street trees and 5 foot sidewalks will be provided along all streets. An existing 10 foot wide trail is located on the east and west sides of Grand

Prairie Parkway and a 10 foot wide trail will be constructed on the east side of SE Parkview Crossing Drive to SE Esker Ridge Drive.

Mr. Kass advised that all utilities will be extended to all lots and are proposed to be public for the entire plat. Lots off of Grand Prairie Parkway will be serviced by the existing 24 inch main and lots 4-13 will be provided sanitary sewer and water from SE Tallgrass Lane. The remaining outlots will be provided with sanitary sewer and water as they develop. Storm water in this plat will be detained in the existing regional detention pond that was constructed by the City of Waukee located on the northeast side of the site and additional detention will be constructed as part of the plat improvements in the southwest corner of the subject property. This pond will not be owned by the city, rather by an Association for the development.

At this time staff feels comfortable with the proposal and would recommend approval of the revised preliminary plat for the shops at Kettlestone North Plat 1 subject to remaining staff comments.

Commissioner Streit clarified that the big difference was the switch to part of the subject property being used for Single- Family residential development. Mr. Kass agreed to that statement.

Commissioner Hoifeldt questioned if the small greenspace was for parkland dedication. Mr. Kass advised that yes it was the required parkland dedication of 0.18 acre that would tie in to other development offered parkland in the surrounding area to equal around 5 acres.

Commissioner Schmidt clarified that the park would be considered a neighborhood park and not a regional park. Director of Development Services, Brad Deets, advised that was a correct statement.

Commissioner Hoifeldt moved to approve the request for a revised Preliminary Plat for The Shops at Kettlestone North Plat 1 subject to any remaining staff comments. The motion was seconded by Commissioner Schmidt. Ayes: Fontenot, Streit, Hoifeldt, Shanks, and Schmidt. Nays: none. Motion Carries.

STAFF REVIEW AND COMMENT: At this time a majority of staff comments have been addressed. Staff recommends approval subject to remaining staff comments.

RECOMMENDATION: Approve the resolution

ATTACHMENTS:
I. Proposed Resolution
II. Staff Report
III. Staff Comment Letter
IV. Preliminary Plat

PREPARED BY: Andy Kass, Senior Planner

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING THE SHOPS AT KETTLESTONE NORTH PLAT 1 REVISED PRELIMINARY PLAT

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 of Waukee Planning and Zoning Commission reviewed and recommended approval of a revised Preliminary Plat for The Shops at Kettlestone North Plat 1 on September 27, 2016, subject to remaining staff comments; **AND,**

WHEREAS, the revised Preliminary Plat for The Shops at Kettlestone North Plat 1 is in general conformance with section §303 - *Land Subdivision Ordinance* of the Waukee Municipal Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this the 3rd day of October, 2016, that the revised Preliminary Plat for The Shops at Kettlestone North Plat 1 be approved subject to remaining staff comments.

_____
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				

STAFF REPORT

TO: Planning and Zoning Commission

PREPARED BY: Andy Kass

RE: The Shops at Kettlestone North Plat 1 – Revised Preliminary Plat

DATE: September 23, 2016

GENERAL INFORMATION:

Applicant: ARAC, LLC

Requested Action Preliminary Plat Approval

Location and Size: Property is generally located north of Ashworth Road and on either side of Grand Prairie Parkway and contains approximately 83 acres.

LAND USES AND ZONING:

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant - Undeveloped	Community Retail/Office	K-RC/K-OF/PD-R-2
North	Vacant	Med. Density Multi-Family Office	A-1
South	Vacant	Regional Retail	A-1
East	Vacant	Community Retail Office	A-1
West	Vacant	Single Family Residential	R-2

BACKGROUND:

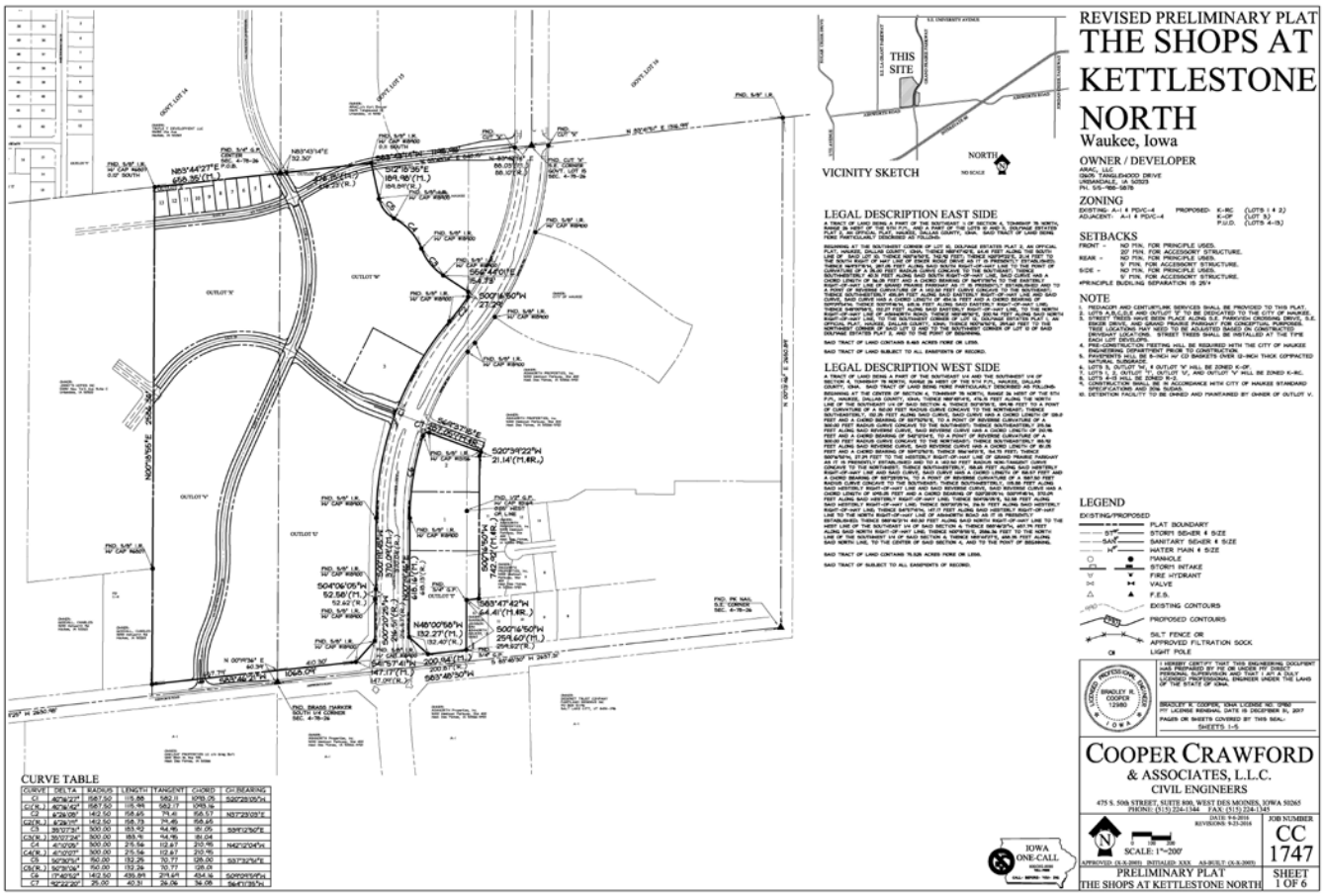
The subject property is located within the Kettlestone Corridor and includes approximately 75 acres located on the west side of Grand Prairie Parkway and approximately 8 acres located on the east side of Grand Prairie Parkway. All property is located north of Ashworth Road. The Commission and Council previously approved a preliminary plat for the property that included 16 lots for commercial development. The applicant has chosen to revise the lot layout and has requested approval of a revised preliminary plat.

Project Description:

Lots:

The revised preliminary plat includes 13 lots and 5 outlots. Lots 1, 2, and 3 are intended for commercial/retail/office development and Lots 4 – 13 are intended for single family residential development. The commercial/retail lots range in size from 2.03 acres to 2.54 acres. The lots intended for single-family

residential range in size from 8,113 square feet to 12,044 square feet. All proposed lots are in conformance with the Kettlestone specific zoning districts other than lot width for the single-family lots. A planned development was adopted to allow the single-family lots to be 60 feet wide in lieu of the minimum lot width of 65 feet in the R-2 district.



ABOVE: Proposed Plat

Streets:

A number of streets will be extended throughout the plat from adjacent subdivisions. SE Esker Ridge Drive will be extended from the west plat boundary to Grand Prairie Parkway and across to the east plat boundary. SE Parkview Crossing Drive will be extended from the north down to Ashworth Road. SE Tallgrass Lane will be extended from the west plat boundary to Gran Prairie Parkway. All streets are collector streets with pavement widths of 29 feet and 31 feet. Street trees will be provided along all streets.

Five foot wide sidewalks will be constructed on both sides of all streets. An existing 10 foot wide trail is located on the east and west sides of Grand Prairie Parkway. A 10 foot wide trail will be constructed on the east side of SE Parkview Crossing Drive to SE Esker Ridge Drive.

Easements:

Several easements are proposed within the plat based upon the location of proposed utilities. In addition, to easements for utilities the preliminary plat identifies proposed ingress/egress easements to provide access to the proposed lots.

A 25 foot landscape buffer easement will be required along the west plat boundary to provide screening from the adjacent residential development. In addition, a 25 foot landscape buffer will be required along the north side of Outlot X to provide screening between office users and the single-family residential.

Utilities:
Utilities will be extended to all lots. All utilities within the plat are proposed to be public. Lots off of Grand Prairie Parkway will be served by the existing 24-inch main. Lots 4 – 13 will be provided sanitary and water from SE Tallgrass Lane. The remaining outlots will provided with sanitary sewer and water in the future.

Storm water in this plat will be detained in the existing regional detention pond that was constructed by the City of Waukee located on the northeast side of the site. Additional detention will be constructed as part of the plat improvements in the southwest corner of the site. This pond will not be owned and maintained by the City, but rather by an association for the development.

STAFF RECOMMENDATION

At this time Staff feels comfortable with the proposal and would recommend approval of the Revised Preliminary Plat for The Shops at Kettlestone North Plat 1 subject to remaining staff comments.

CITY OF WAUKEE

Andy Kass, AICP
Senior Planner

Development Services Department
230 W. Hickman Road
Waukee, IA 50263
Phone: (515) 978-9533
Fax: (515) 987-1845

Project Name	Project Engineer/Manager	Project Type	City Contact
The Shops at Kettlestone North Plat 1(REVISED)	Brad Cooper	Preliminary Plat	Andy Kass

1st Review: September 13, 2016
2nd Review:
3rd Review:
4th Review:

Cooper Crawford & Associates, LLC
Attn: Brad Cooper
475 S. 50th street, Suite 800
West Des Moines, Iowa 50265

RE: The Shops at Kettlestone North Plat 1– Revised Preliminary Plat

Dear Mr. Cooper:

Per your request, staff has reviewed the proposed revised preliminary plat for The Shops at Kettlestone North. The property in question is located mostly west of Grand Prairie Parkway, with a portion located to the east of Grand Prairie Parkway, just north of Ashworth Road. Based upon our review, staff has the following comments related to the preliminary plat:

COVER SHEET AND GENERAL COMMENTS

1. Please title the plat Revised Preliminary Plat.

   Engineers Response:

2. Update the zoning district information and bulk regulations to reflect the residential zoning.

   Engineers Response:

3. Note #7 should be updated to reflect the current proposed lot layout.

   Engineers Response:

4. Note #9 should be updated. Staff suggests that an association be established to own and maintain the detention pond on Outlot V.

   Engineers Response:

5. Staff would note that this preliminary plat will be required to go back through the approval process by Planning & Zoning Commission and City Council.

   Engineers Response:

6. All comments applicable to the preliminary plat that were made in regards to the construction drawings should be reflected on the preliminary plat as well.

   Engineers Response:

SHEETS 2 – 5

7. Provide overland flowage easements through all drainage swales (Sheet 2, 3, and 4).

   Engineers Response:

8. Provide easements for the proposed temporary sediment basins. Staff would note that the basin proposed in the Ashworth Road right-of-way will not be allowed.

   Engineers Response:

9. The landscape buffer easement on the west side of lot 13 is no longer necessary and can be removed (Sheet 5).

   Engineers Response:

10. Provide a 25 foot landscape buffer of the east side of Lot 4 (Sheet 5).

    Engineers Response:

11. A 25 foot landscape buffer will need to be provided along the north side of Outlot X (Sheet 5).

    Engineers Response:

12. The pavement width of SE Tallgrass Lane should be updated to 31' b/b east of SE Parkview Crossing Drive.

    Engineers Response:

VEENSTRA AND KIMM COMMENTS

13. Add overland flowage easements, sanitary sewer easements, and storm sewer easements.

    Engineers Response:

14. Verify the widths of all easements are correct.

    Engineers Response:

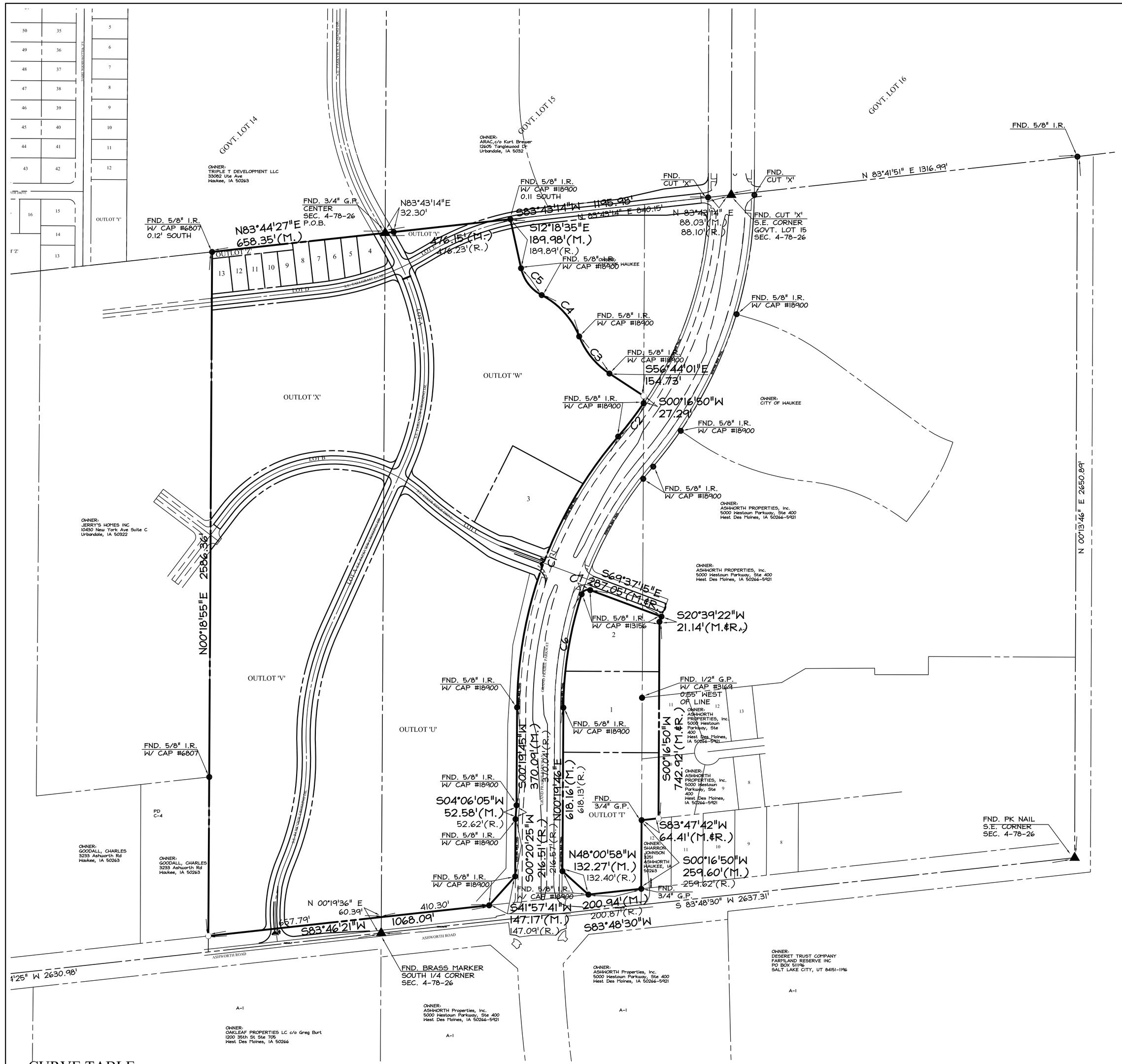
MISCELLANEOUS

15. Staff would request that the revised plans and comment response letter be provided in digital form (PDF) <u>and hard copies</u> with 5 full-sized hard copies delievered to Waukee City Hall. The PDF copy should be emailed. One additional hard copy set should be delivered directly to Veenstra and Kimm to the attention of Jordan Kappos.

Should you have any questions or concerns regarding these comments, please feel free to contact Brad Deets (515-978-7899), Melissa DeBoer (515-978-7898) or myself at (515) 978-7897.

Sincerely,

Andy Kass, AICP
Senior Planner



VICINITY SKETCH

REVISED PRELIMINARY PLAT
THE SHOPS AT KETTLESTONE NORTH
Waukee, Iowa

OWNER / DEVELOPER
ARAC, LLC
12605 TANGLEWOOD DRIVE
URBANDALE, IA 50323
PH. 515-988-5878

ZONING
EXISTING: A-1 & PD/C-4
ADJACENT: A-1 & PD/C-4
PROPOSED: K-RC (LOTS 1 & 2)
K-OF (LOT 3)
P.U.D. (LOTS 4-13)

SETBACKS
FRONT - NO MIN. FOR PRINCIPLE USES.
20' MIN. FOR ACCESSORY STRUCTURE.
REAR - NO MIN. FOR PRINCIPLE USES.
5' MIN. FOR ACCESSORY STRUCTURE.
SIDE - NO MIN. FOR PRINCIPLE USES.
5' MIN. FOR ACCESSORY STRUCTURE.
PRINCIPLE BUDILING SEPARATION IS 25'

NOTE
1. MEDIACOM AND CENTURYLINK SERVICES SHALL BE PROVIDED TO THIS PLAT.
2. LOTS A,B,C,D,E AND OUTLOT 'Z' TO BE DEDICATED TO THE CITY OF WAUKEE.
3. STREET TREES HAVE BEEN PLACE ALONG S.E. PARKVIEW CROSSING DRIVE, S.E. ESKER DRIVE, AND GRAND PRAIRIE PARKWAY FOR CONTUAL PURPOSES. TREE LOCATIONS MAY NEED TO BE ADJUSTED BASED ON CONSTRUCTED DRIVEWAY LOCATIONS. STREET TREES SHALL BE INSTALLED AT THE TIME EACH LOT DEVELOPS.
4. PRE-CONSTRUCTION MEETING WILL BE REQUIRED WITH THE CITY OF WAUKEE ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
5. PAVEMENTS WILL BE 8-INCH W/ CD BASKETS OVER 12-INCH THICK COMPACTED NATURAL SUBGRADE.
6. LOTS 3, OUTLOT 'W', & OUTLOT 'X' WILL BE ZONED K-OF.
7. LOTS 1, 2, OUTLOT 'T', OUTLOT 'U', AND OUTLOT 'V' WILL BE ZONED K-RC.
8. LOTS 4-13 WILL BE ZONED R-2.
9. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF WAUKEE STANDARD SPECIFICATIONS AND 2016 SUDAS.
10. DETENTION FACILITY TO BE OWNED AND MAINTAINED BY OWNER OF OUTLOT V.

LEGAL DESCRIPTION EAST SIDE
A TRACT OF LAND BEING A PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AND A PART OF THE LOTS 10 AND 11, DOLMAGE ESTATES PLAT 2, AN OFFICIAL PLAT, WAUKEE, DALLAS COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10, DOLMAGE ESTATES PLAT 2, AN OFFICIAL PLAT, WAUKEE, DALLAS COUNTY, IOWA; THENCE N83°47'42"E, 64.41 FEET ALONG THE SOUTH LINE OF SAID LOT 10; THENCE N00°16'50"E, 742.92 FEET; THENCE N20°39'22"E, 21.14 FEET TO THE SOUTH RIGHT OF WAY LINE OF ESKER RIDGE DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE N64°37'15"W, 287.05 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF CURVATURE OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 40.31 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE, SAID CURVE HAS A CHORD LENGTH OF 36.08 FEET AND A CHORD BEARING OF S64°11'35"W TO THE EASTERLY RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY AS IT IS PRESENTLY ESTABLISHED AND TO A POINT OF REVERSE CURVATURE OF A 1412.50 FEET CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 435.89 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID CURVE, SAID CURVE HAS A CHORD LENGTH OF 434.16 FEET AND A CHORD BEARING OF S09°09'54"W; THENCE S00°19'46"W, 618.16 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE S48°00'58"E, 132.27 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD; THENCE N83°48'30"E, 200.94 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE SOUTHWEST CORNER OF LOT 12, DOLMAGE ESTATES PLAT 1, AN OFFICIAL PLAT, WAUKEE, DALLAS COUNTY, IOWA; THENCE N00°16'50"E, 259.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 12 AND TO THE SOUTHWEST CORNER OF LOT 10 OF SAID DOLMAGE ESTATES PLAT 2, AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 8.463 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

LEGAL DESCRIPTION WEST SIDE
A TRACT OF LAND BEING A PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., WAUKEE, DALLAS COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 4, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., WAUKEE, DALLAS COUNTY, IOWA; THENCE N83°43'14"E, 476.15 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE S12°18'35"E, 189.98 FEET TO A POINT OF CURVATURE OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY, 132.25 FEET ALONG SAID CURVE, SAID CURVE HAS A CHORD LENGTH OF 128.0 FEET AND A CHORD BEARING OF S37°32'51"E, TO A POINT OF REVERSE CURVATURE OF A 300.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 215.56 FEET ALONG SAID REVERSE CURVE, SAID REVERSE CURVE HAS A CHORD LENGTH OF 210.95 FEET AND A CHORD BEARING OF S42°12'04"E, TO A POINT OF REVERSE CURVATURE OF A 300.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 183.92 FEET ALONG SAID REVERSE CURVE, SAID REVERSE CURVE HAS A CHORD LENGTH OF 181.05 FEET AND A CHORD BEARING OF S39°12'50"E; THENCE S56°44'01"E, 154.73 FEET; THENCE S00°16'50"W, 27.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY AS IT IS PRESENTLY ESTABLISHED AND TO A 1412.50 FEET RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 158.65 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE, SAID CURVE HAS A CHORD LENGTH OF 158.57 FEET AND A CHORD BEARING OF S37°23'03"W, TO A POINT OF REVERSE CURVATURE OF A 1587.50 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY, 1115.88 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID REVERSE CURVE, SAID REVERSE CURVE HAS A CHORD LENGTH OF 1093.05 FEET AND A CHORD BEARING OF S20°28'05"W; S00°19'45"W, 370.09 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S04°06'05"E, 52.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S00°20'25"W, 216.51 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S41°57'41"W, 147.17 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE S83°46'21"W 410.30 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE S83°46'21"W, 657.79 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE N00°18'55"E, 2586.36 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N83°44'27"E, 658.35 FEET ALONG SAID NORTH LINE, TO THE CENTER OF SAID SECTION 4, AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 75.525 ACRES MORE OR LESS.

SAID TRACT OF SUBJECT TO ALL EASEMENTS OF RECORD.

LEGEND
EXISTING/PROPOSED
- PLAT BOUNDARY
- ST 18" — STORM SEWER & SIZE
- SAN 8" — SANITARY SEWER & SIZE
- W 8" — WATER MAIN & SIZE
- MANHOLE
- STORM INTAKE
- FIRE HYDRANT
- VALVE
- F.E.S.
- 990 — EXISTING CONTOURS
- 990 — PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- LIGHT POLE

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH.BEARING
C1	40°16'27"	1587.50	1115.88	582.11	1093.05	S20°28'05"W
C1(R.)	40°16'42"	1587.50	1115.99	582.17	1093.16	
C2	6°26'08"	1412.50	158.65	79.41	158.57	N37°23'03"E
C2(R.)	6°26'19"	1412.50	158.73	79.45	158.65	
C3	35°07'31"	300.00	183.92	94.95	181.05	S39°12'50"E
C3(R.)	35°07'24"	300.00	183.91	94.95	181.04	
C4	41°10'05"	300.00	215.56	112.67	210.95	N42°12'04"W
C4(R.)	41°10'07"	300.00	215.56	112.67	210.95	
C5	50°30'51"	150.00	132.25	70.77	128.00	S37°32'51"E
C5(R.)	50°31'06"	150.00	132.26	70.77	128.01	
C6	17°40'52"	1412.50	435.89	219.69	434.16	S09°09'54"W
C7	92°22'20"	25.00	40.31	26.06	36.08	S64°11'35"W

LICENSED PROFESSIONAL ENGINEER
BRADLEY R. COOPER
12980
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BRADLEY R. COOPER, IOWA LICENSE NO. 12980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-5

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& 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: 9-6-2016
REVISIONS: 9-23-2016

0 100 200
SCALE: 1"=200'

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

JOB NUMBER
CC 1747

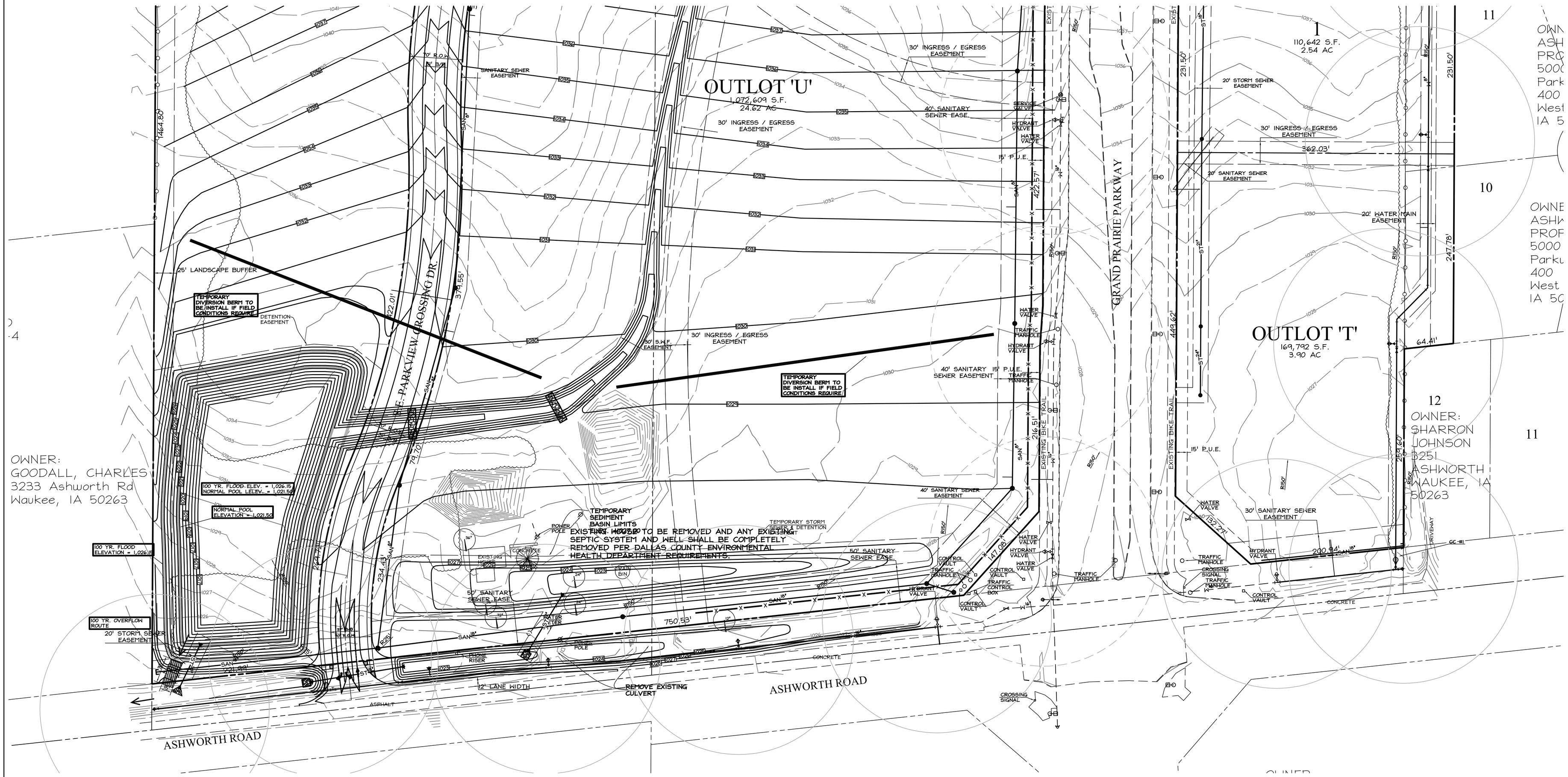
PRELIMINARY PLAT
THE SHOPS AT KETTLESTONE NORTH

SHEET 1 OF 6

REVISED PRELIMINARY PLAT

THE SHOPS AT KETTLESTONE NORTH

Waukee, Iowa



LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- STORM SEWER & SIZE
- SANITARY SEWER & SIZE
- WATER MAIN & SIZE
- MANHOLE
- STORM INTAKE
- FIRE HYDRANT
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SCALE: 1"=60'

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JOB NUMBER CC 1747

PRELIMINARY PLAT
THE SHOPS AT KETTLESTONE NORTH

SHEET 2 OF 6

REVISED PRELIMINARY PLAT

THE SHOPS AT KETTLESTONE NORTH

Waukee, Iowa

LEGEND

EXISTING/PROPOSED

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- SAN 8" — SANITARY SEWER & SIZE
- W 8" — WATER MAIN & SIZE
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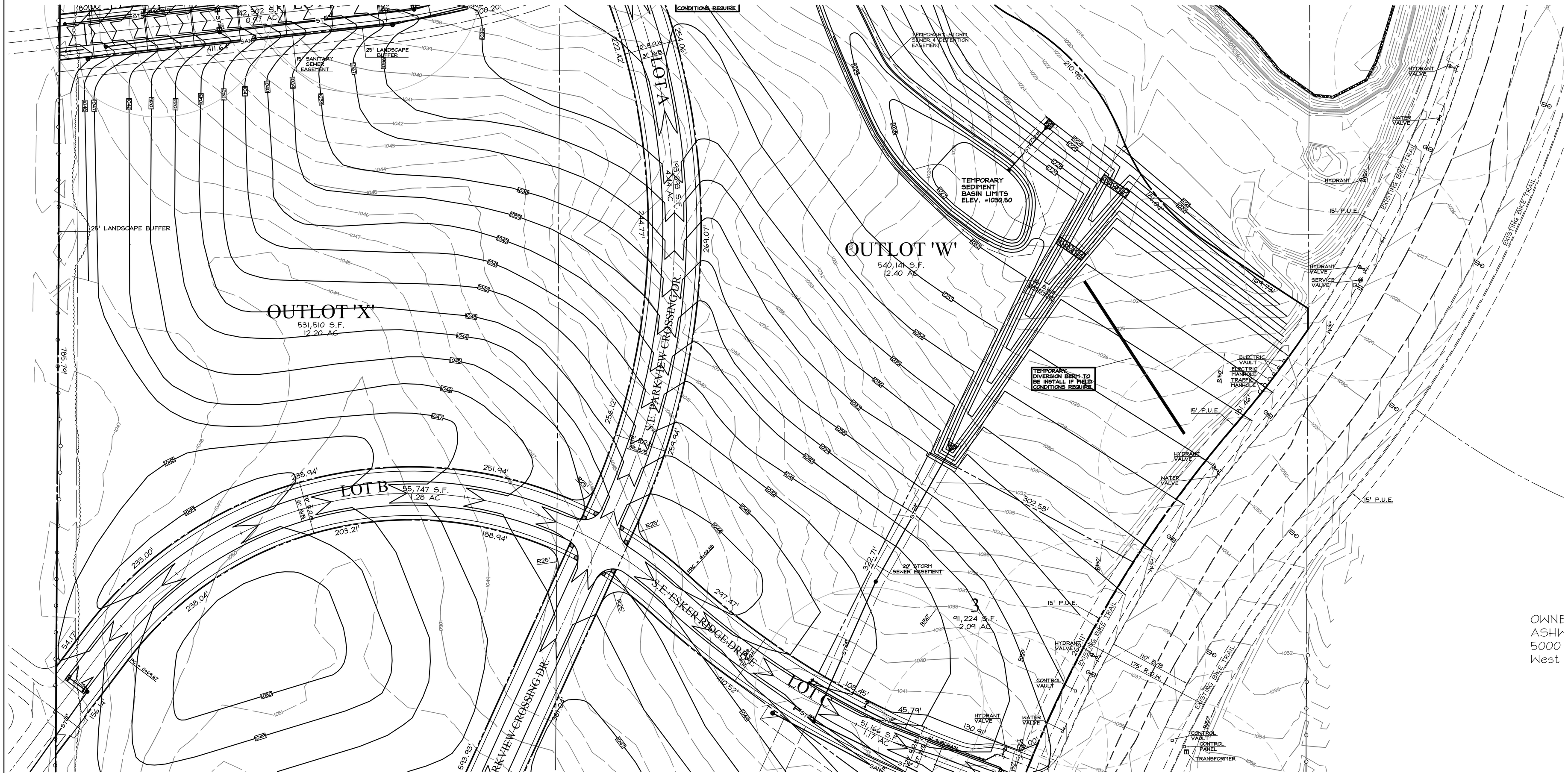
PRELIMINARY PLAT
THE SHOPS AT KETTLESTONE NORTH

SHEET 3 OF 6

REVISED PRELIMINARY PLAT

THE SHOPS AT KETTLESTONE NORTH

Waukee, Iowa



OWNE
ASHV
5000
West

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- STORM SEWER & SIZE
- SANITARY SEWER & SIZE
- WATER MAIN & SIZE
- MANHOLE
- STORM INTAKE
- FIRE HYDRANT
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JOB NUMBER CC 1747

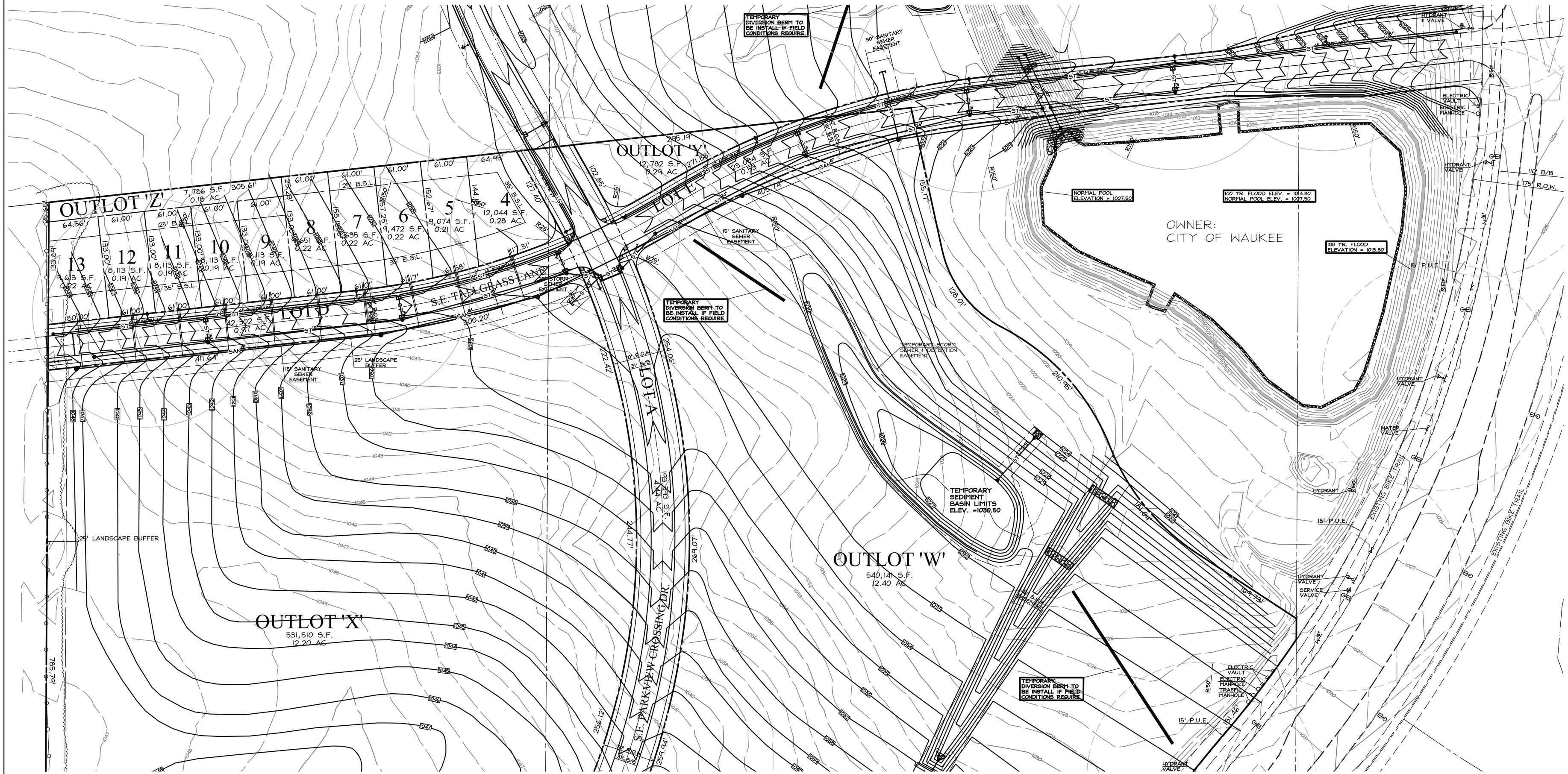
PRELIMINARY PLAT
THE SHOPS AT KETTLESTONE NORTH

SHEET 4 OF 6

REVISED PRELIMINARY PLAT

THE SHOPS AT KETTLESTONE NORTH

Waukee, Iowa



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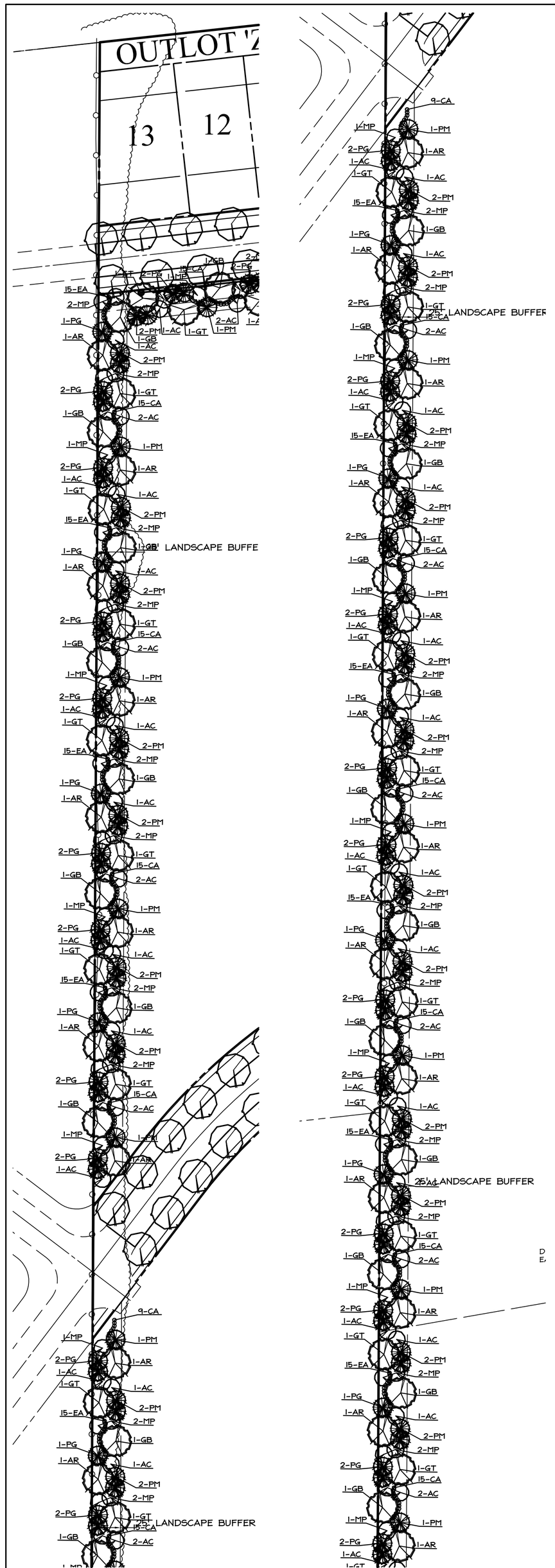
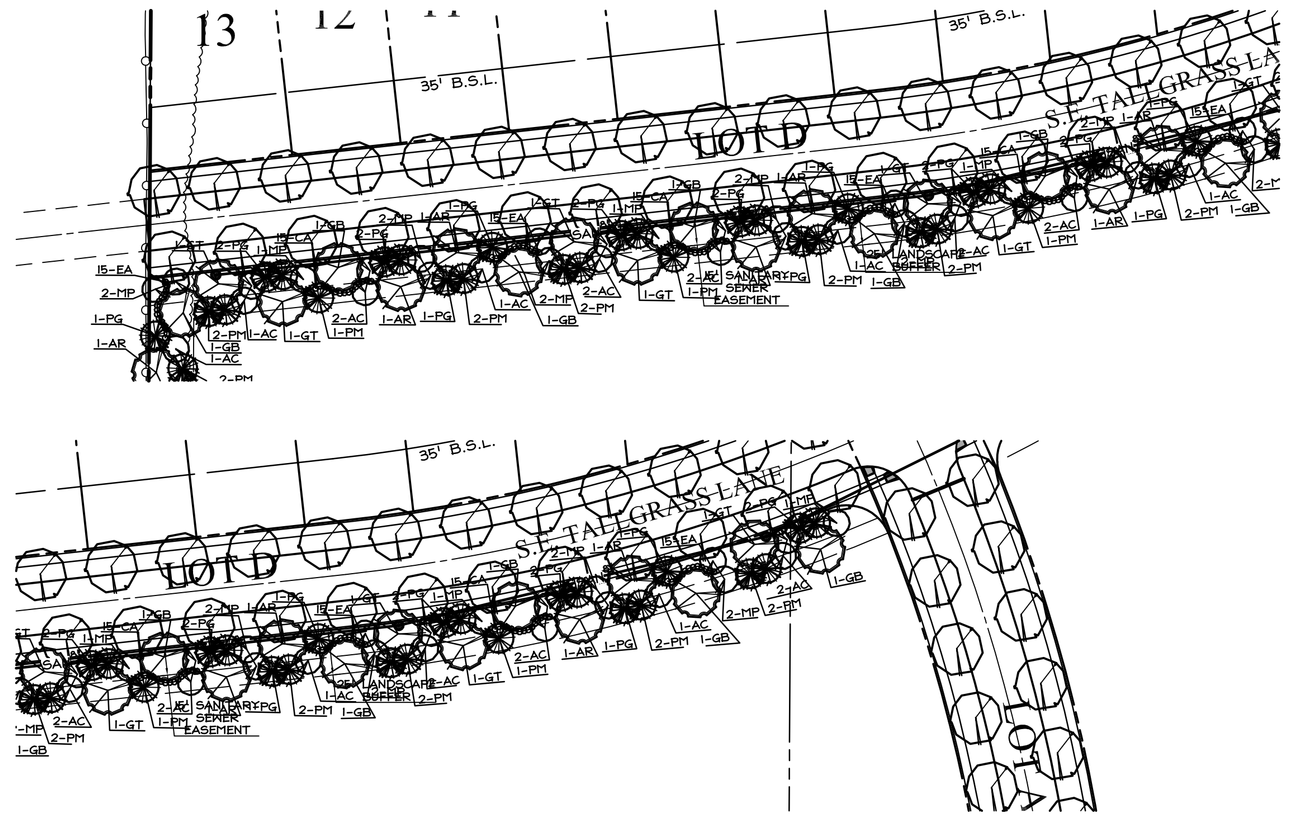
THE SHOPS AT KETTLESTONE NORTH

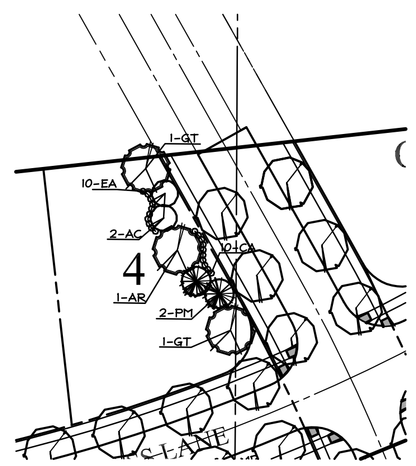
REVISED PRELIMINARY PLAT

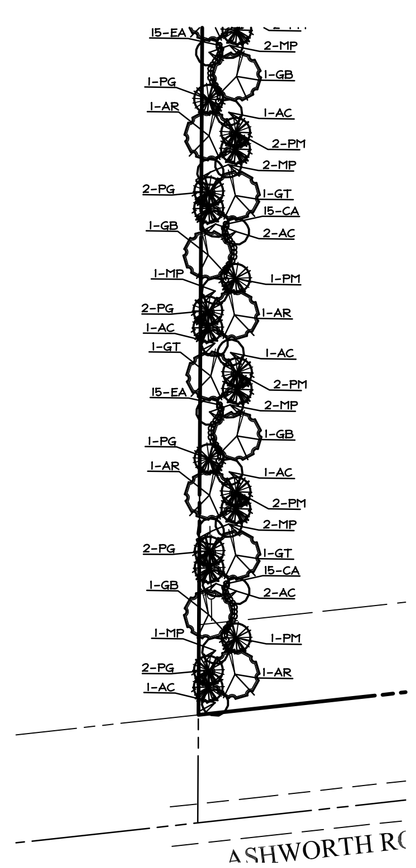
THE SHOPS AT KETTLESTONE NORTH

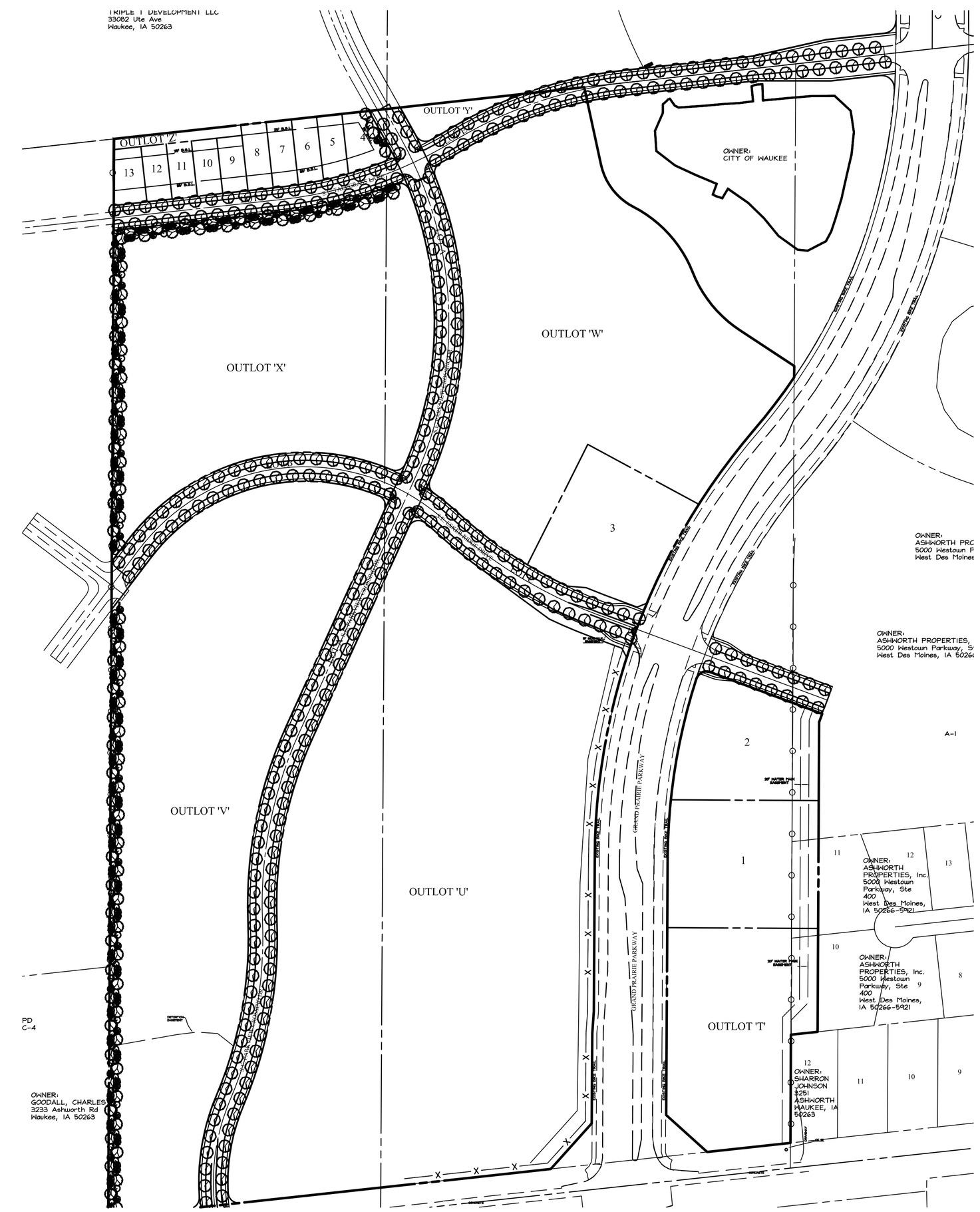
Waukee, Iowa











PLANTING SCHEDULE

COUNT	KEY	Botanical name/COMMON NAME	SIZE	CONDITION	REMARKS
32	AR	Acer x fremanii 'Jeffersred' AUTUMN BLAZE FREEMAN MAPLE	3 1/2" cal.	TS/B&B	SEE PLAN
29	GB	Gingko biloba cv. GINGKO	3 1/2" cal.	TS/B&B	SEE PLAN
30	GT	Gleditsia Tricanthos HONEYLOCUST	3" cal.	TS/B&B	SEE PLAN
74	AC	Amelanchier canadensis SHADBLOW SERVICEBERRY	5'-6' ht.	TS/B&B	MULTI-STEM
72	MP	Malus species 'Prairiefire' PRAIRIEFIRE CRABAPPLE	1 1/2" cal.	TS/B&B	SEE PLAN
77	PG	Picea pungens glauca COLORADO BLUE SPRUCE	6'-8' ht.	TS/B&B	SEE PLAN
73	PM	Pseudotsuga menziesii DOUGLAS FIR	6'-8' ht.	TS/B&B	SEE PLAN
229	CA	Cornus alba RED-TWIG DOGWOOD	18-24" ht.	CONT.	SEE PLAN
220	EA	Euonymous alatus BURNING BUSH	18"-24" ht.	CONT.	SEE PLAN

LEGEND

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REVISIONS: 9-23-2016

N

0 30 60

SCALE: 1"=60'

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

JOB NUMBER
CC 1747

PRELIMINARY PLAT
THE SHOPS AT KETTLESTONE NORTH

SHEET
6 OF 6

AGENDA ITEM: J5

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving construction drawings for The Shops at Kettlestone North Plat 1

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON:

The public improvements associated with The Shops at Kettlestone North Plat 1 include extensions of sanitary sewer, water main, and storm sewer for a commercial/office/residential development located north of Ashworth Road with portions on the east and west sides of Grand Prairie Parkway. In addition to the extension of utilities the plans identify paving of SE Tallgrass Lane to Grand Prairie Parkway, pavement of a portion of SE Esker Ridge Drive, and an extension of SE Parkview Crossing Drive from Westown Parkway to the south.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: At this time a majority of staff comments have been addressed and Staff is confident that the remaining comment will be addressed prior to the Council meeting. Staff recommends approval subject to remaining staff comments.

RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENTS:
I. Proposed Resolution
II. Project Area Identification Map

PREPARED BY: Andy Kass, Senior Planner

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING THE CONSTRUCTION DRAWINGS FOR THE SHOPS AT KETTLESTONE NORTH PLAT 1

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, construction plans have been submitted to the City for The Shops at Kettlestone North Plat 1; **AND,**

WHEREAS, the construction drawings have been reviewed by the City Engineer and City staff, and are found to be in general conformance with section §303 - *Land Subdivision Ordinance* of the Waukee Municipal Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 3rd day of October, 2016 that the Construction Drawings for The Shops at Kettlestone North Plat 1 be approved subject to remaining staff comments.

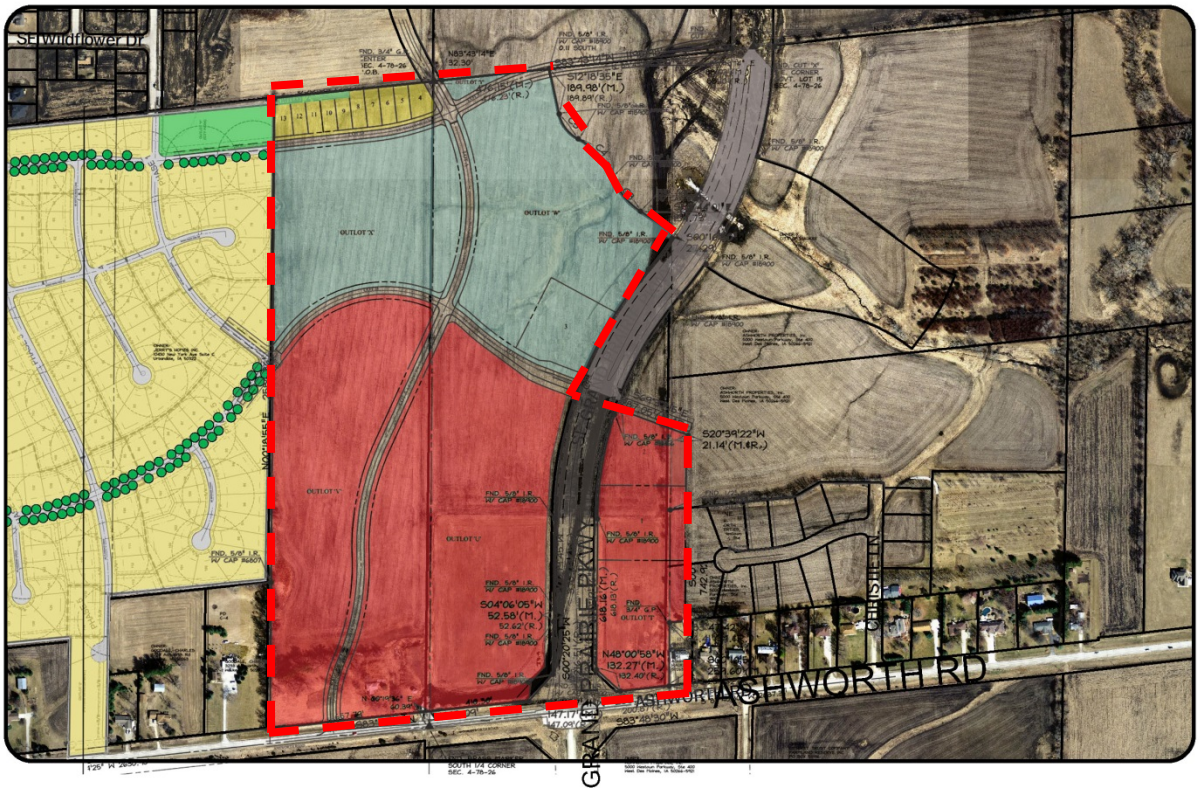
_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

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

The Shops at Kettlestone North Plat 1 **PROJECT AREA IDENTIFICATION MAP**



ABOVE: The area outlined in **RED** identifies The Shops at Kettlestone North Plat 1.

AGENDA ITEM: J6

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of a resolution approving a final plat for Brandon's Reserve

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: M & R Holdings, LLC, is requesting approval of a final plat consisting of 13.75 acres of property that is located west of Warrior Lane and south of the Waukee Public Library. The proposed final plat consists of a total of 23 single family lots. Public improvements are nearly complete for the plat which includes streets, utilities, and trail installation.

In lieu of dedicating parkland the developer has installed a 10 foot wide trail that will provide pedestrian access to Songbird Park to the west and will eventually connect to Centennial Park to the east.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT: The Planning and Zoning Commission reviewed this request on September 13, 2016 and recommended approval subject to remaining staff comments and review of the legal documents by the City Attorney.

A Motion to approve a Final Plat for Brandon's Reserve

Senior Planner Andy Kass introduced the request from the applicant M and R holdings, LLC for a final plat approval for Brandon's Reserve. Mr. Kass stated that the request is for a 23 lot single-family residential subdivision with 4 outlots located at the subject property located west of warrior lane and north of the SE University Avenue/ Warrior Lane intersection. Mr. Kass advised that the purpose of the outlots are to prevent construction within the mapped flood plain. Each outlot will be owned and maintained by the lot owner of the abutting lot and all lots within the Final Plat meet the minimum width requirement of 80 feet and the lots will range in size from 10,009 square feet to 40, 905 square feet.

Mr. Kass advised that two new streets, Ford Lane and Myles Court, have been extended off of Warrior Lane and would be local streets that are 29 feet in width. Five foot sidewalks will be constructed on both sides of the streets except along lots 3-6 where a 1 foot wide trail has been proposed to be installed.

Mr. Kass stated that a 25 foot landscape buffer easement will be provided along the east boundary adjacent to warrior lane. All utilities have been extended to all lots with all utilities being public except a few sections of storm sewer located on private property. The required amount of parkland dedication for this plat is 0.41 acres. In lieu of dedicating parkland the applicant has constructed a 10 foot trail

with will provide pedestrian access to Songbird Park and will eventually connect with the Centennial Park trail system.

At this time staff feels comfortable with the plat and would recommend approval of the Final Plat for Brandon's Reserve subject to remaining staff comments and review of the legal documents by the city Attorney.

Commissioner Hoifeldt questioned who would be responsible for maintaining the creek in regards to the outlots connected to lots 4 and 5, and questioned if the owners would then own the creek.

Chuck Bishop of Bishop engineering and the Applicant's representative, advised that the homeowners would be responsible for the maintenance, but that there would be an Overland Flowage Easement placed in that area to prevent someone from building anything that would block the flow of water. He also advised that in the event of natural blockage, the City could ask the homeowner to maintain that as well, or could have the ability to maintain it themselves.

Commissioner Hoifeldt questioned if the homeowners would be able to use the access or build a bridge over the creek to access the internal streets on lots 4 and 5. Mr. Kass advised that private ingress/egress road will be developed through lot 4 and connect to lot 5 as the area develops. He also advised that there had been a request to build a bridge and that the City advised that the DNR and Iowa Corp of Engineers would have to sign off on a bridge before it could be allowed by the City.

Commissioner Shanks questioned the addressing for lots 4 and 5 and if the Emergency departments thought that there might be some confusion. Mr. Kass advised that lot 4 has a warrior lane address while lot 5 would have a Miles Court address, however, he could see how that may be confusing and advised that staff would revisit the addressing of Lot 5 for Emergency Purposes.

It was also clarified that the Parks marked with C should have been marked with the zoning COS, conservation and open space.

Commissioner Hoifeldt moved to approve the final plat for Brandon's Reserve, which was seconded by Commissioner Shanks, Subject to any remaining staff comments and completion of legal documents. Ayes: Nigro, Fontenot, Broderick, Hoifeldt, and Shanks. Nays: none. Motion carried.

STAFF REVIEW AND COMMENT: At this time staff comments related to the final plat have been addressed and the public improvements are nearly complete. The developer has provided appropriate cash bond for the remaining public improvements yet to be completed. Staff would recommend approval of the final plat.

RECOMMENDATION: Approve the resolution

ATTACHMENTS:
I. Proposed Resolution
II. Staff Report
III. Staff Comment Letter
IV. Final Plat

PREPARED BY: Andy Kass, Senior Planner

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING THE FINAL PLAT FOR BRANDON'S RESERVE

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, M & R Holdings, LLC, has requested final approval of Brandon's Reserve (the "Plat"); **AND**

WHEREAS, the City of Waukee Planning and Zoning Commission recommended approval of the Plat on September 13, 2016, subject to remaining staff comments and review of the legal documents; **AND,**

WHEREAS, the Final Plat for Brandon's Reserve and the documents relating thereto will comply with Section §303 - *Land Subdivision Ordinance* of the Waukee Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 3rd day of October, 2016, that the Final Plat for Brandon's Reserve be and the same is hereby accepted and approved by the City Council of the City of Waukee.

BE IT FURTHER RESOLVED that the City of Waukee does hereby accept the following easements and documents to be filed with the Plat:

1. Warranty Deed (Lots A and B);
2. Water Main and Overland Flowage Easement;
3. Public Utility Easement;
4. Public Access and Recreational Trail Easement;
5. Sanitary Sewer Easement;
6. Storm Sewer Easement;
7. Overland Flowage Easement;
8. Water Main Easement;
9. Landscape Buffer Easement;
10. Storm Water Management Facility Maintenance Covenant & Permanent Easement Agreement;
11. Sanitary Sewer and Service Easement;
12. Storm Sewer and Sanitary Sewer Easement;
13. Snow Storage Easement.

_____
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				

STAFF REPORT

TO: Planning and Zoning Commission

PREPARED BY: Andy Kass

RE: Brandon's Reserve– Final Plat

DATE: September 13, 2016

GENERAL INFORMATION:

Applicant: M & R Holdings, LLC

Requested Action Final Plat Approval

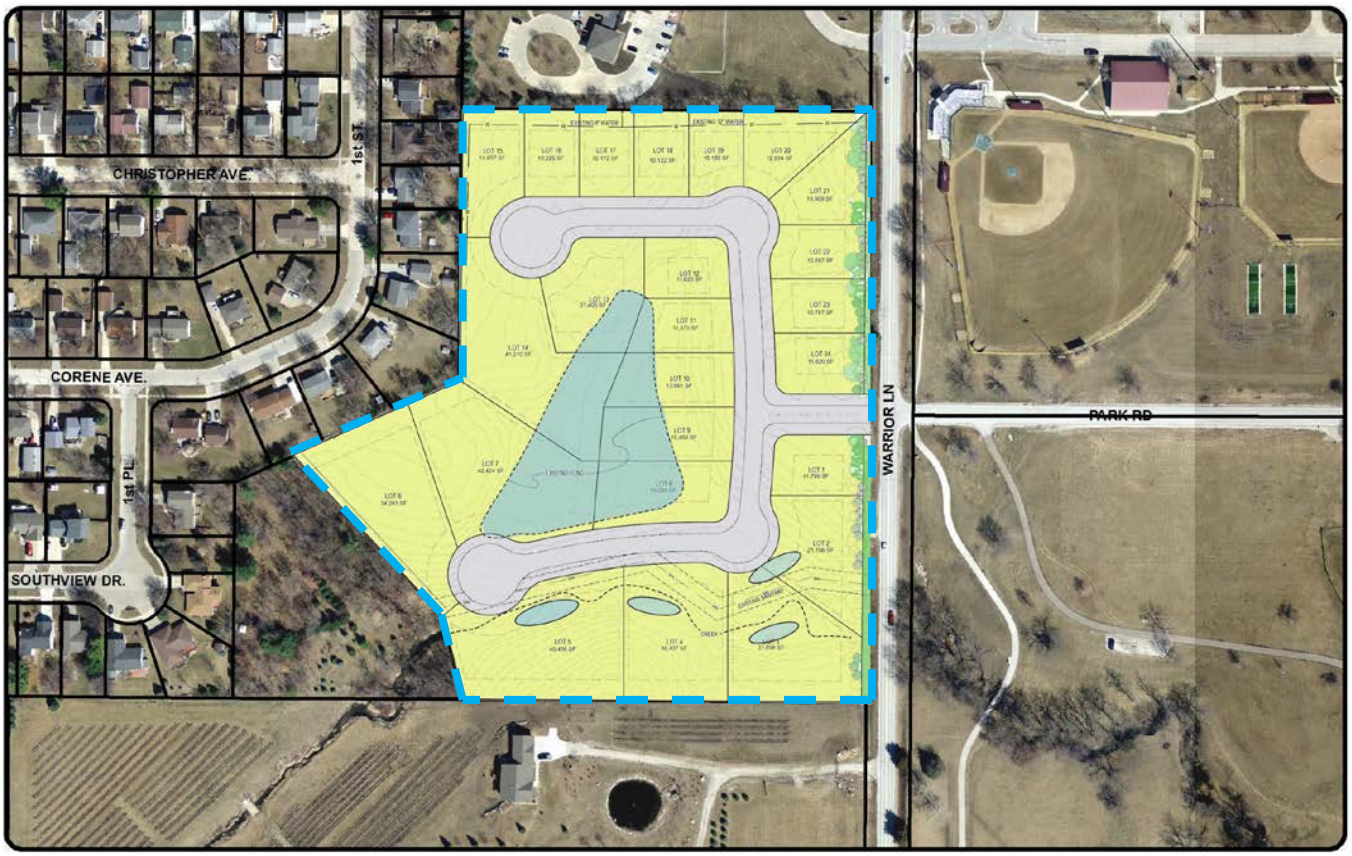
Location and Size: Property is generally located on the west side of Warrior Lane and north of SE University Avenue, containing approximately 13.75 acres.

LAND USES AND ZONING:

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant (Formerly Residential)	Parks & Recreation	R-1
North	Waukee Public Library	Civic/Institutional	C-4
South	Residential	Parks & Recreation	A-1
East	Waukee Middle School Centennial Park	Civic/Institutional Parks & Recreation	A-1 & COS
West	Indigo Ridge Plat 3 – Single Family Residential	Downtown	R-1, R-2 & COS

BACKGROUND:

The subject property is located west of Warrior Lane and north of the SE University Avenue/Warrior Lane intersection. The applicant, M & R Holdings, LLC, requests approval of a final plat for a 23 lot single-family residential subdivision. In November 2015, the Planning & Zoning Commission recommended approval of the applicant's request to rezone the subject property from A-1 (Agricultural) and COS (Conservation and Open Space) to R-1 (Single Family Residence) and the City Council approved the rezoning in December 2015.



ABOVE: Aerial photo of proposed plat outlined in BLUE in relation to the surrounding properties

Project Description:

Lots:

The preliminary plat includes 23 single family residential lots and 4 outlots. The purpose of the outlots are to prevent construction within the mapped floodplain. Each outlot will be owned and maintained by the lot owner of the abutting lot. All lots meet the minimum width requirement of 80 feet and the lots will range in size from 10,009 square feet to 40,905 square feet.

Streets:

Ford Lane and Myles Court have been extended off of Warrior Lane. These are local streets that are 29 feet in width.

Five foot sidewalks will be constructed on both sides of the streets, except along Lots 3 – 6. On Lots 3 – 6 a 10 foot wide trail has been proposed to be installed.

Easements:

Several easements are proposed within the plat based upon the location of utilities and the trail.

A 25 foot landscape buffer easement will be provided along the east boundary, adjacent to Warrior Lane. This landscape buffer easement includes Lots 1, 2, 20, 21, 22, and 23.

Utilities:
Utilities have been extended to all lots. All utilities within the plat are public except for a few sections of storm sewer located on private property.

Storm water in this plat will be detained in the existing pond that will be maintained by the homeowners association. The pond will not be within an outlot, but will be a portion of Lots 8, 9, 10, 11, 12, 13, and 14.

Parkland Dedication
The required amount of parkland dedication for this plat is .41 acres. In lieu of dedicating parkland the applicant has constructed a 10 foot trail along Lots 3 – 6 and to the rear of Lot 7 which will provide pedestrian access to Songbird Park. The trail will also be extended through a portion of Lot 2 that eventually will connect with the Centennial Park trail system.

STAFF RECOMMENDATION
At this time Staff feels comfortable with the plat and would recommend approval of the Final Plat for Brandon's Reserve subject to remaining staff comments and review of the legal documents by the City Attorney.

CITY OF WAUKEE
Andy Kass, AICP
Senior Planner

Development Services Department
230 W. Hickman Road
Waukee, IA 50263
Phone: (515) 978-9533
Fax: (515) 987-1845

Project Name	Project Engineer/Manager	Project Type	City Contact
Brandon's Reserve	David Bentz	Final Plat	Melissa DeBoer

1st Review: August 31, 2016
2nd Review:
3rd Review:
4th Review:

Bishop Engineering
Attn: David Bentz
3501 104th Street
Des Moines, IA 50322

RE: Brandon's Reserve – Final Plat

Dear Mr. Bentz:

Per your request, staff has reviewed the proposed final plat for Brandon's Reserve. The property is located west of Warrior Lane and north of University Avenue. Based upon our review, staff has the following comments related to the project:

FINAL PLAT:

1. Please submit a check for $250 to satisfy the final plat review fee with the next submittal.

   Engineers Response:

2. Verify that all existing easements have been indicated with recorded book and page numbers.

   Engineers Response:

3. Verify that all proposed easements have been indicated.

   Engineers Response:

4. Provide a vicinity map.

   Engineers Response:

5. Include the total number of acres at the end of the property description.

   Engineers Response:

6. The cross access easement should be an ingress/egress easement.

   Engineers Response:

7. Indicate and illustrate 100 year flood elevations for all detention and sump areas.

   Engineers Response:

8. A note should be added to the plat assigning responsibility for maintenance of the landscape buffer areas.

   Engineers Response:

9. Spot elevations identifying the low spots of all overland flowage easements should be indicated on the plat along with any distances from the closest property line to the spot elevation if the elevation is not on the property line. In cases where the low point of the swale extends outside of the plat boundary, elevations should be provided for any low point within 10 feet of the plat boundary and distance from the plat line indicated.

   Engineers Response:

MISCELLANEOUS COMMENTS:

10. All legal documents related to the final plat must be submitted for staff review prior to forwarding to the City Council for approval.

    Engineers Response:

11. A check in the amount of $550.00 (13.75 acres x $40.00 = $550.00) should be submitted to satisfy the warning siren fee.

    Engineers Response:

A revised final plat should be provided for review once all comments above have been completed. A PDF of the final plat should be emailed to staff and Jordan Kappos at Veenstra and Kimm. Should you have any questions or concerns regarding these comments, please feel free to contact Brad Deets (515-978-7899), Andy Kass (515-978-7897), or myself (515-978-7898).

Sincerely,

Andy Kass, AICP
Senior Planner

BRANDON'S RESERVE
FINAL PLAT

PRELIMINARY

OWNER:
M & R HOLDINGS
15602 WILDEN DRIVE
URBANDALE, IOWA 50323
PH: (515) 306-8090

DEVELOPER:
M & R HOLDINGS
15602 WILDEN DRIVE
URBANDALE, IOWA 50323
PH: (515) 306-8090

SURVEYOR:
BISHOP ENGINEERING
ATTN: LARRY HYLER
3501 104TH ST
URBANDALE, IA 50322
PH: (515) 276-0467

ZONING:
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
MODIFIED*

MODIFIED BULK REGULATIONS:

MINIMUM LOT SIZE:	10,000SF
MINIMUM LOT WIDTH:	80FT
FRONT YARD SETBACK:	30FT*
REAR YARD SETBACK:	30FT*
TOTAL SIDE YARD:	15FT COMBINED* (7FT MINIMUM ONE SIDE)

*SETBACKS WITHIN THIS PLAT SHALL BE TAKEN FROM CUMULATIVE OUTTER BOUNDARIES OF PAIRED LOTS. LOT 2 SHALL BE PAIRED WITH LOT 2A. LOT 3 SHALL BE PAIRED WITH LOT 3A. LOT 4 SHALL BE PAIRED WITH LOT 4A. LOT 5 SHALL BE PAIRED WITH LOT 5A.

BENCHMARK:
BM #1:
HYDRANT 90 FEET NORTHEAST OF SITE ON EAST SIDE OF WARRIOR LANE
ELEVATION = 1027.86 (NAVD 88 DATUM)

PROPERTY DESCRIPTION:
(WARRANTY DEED BOOK 2015, PAGE 16065)

BEGINNING AT A POINT BEING 454.7 FEET N 0° 00' OF THE SOUTHEAST CORNER OF SECTION 33, THENCE S 89° 59' W 968.2 FEET, THENCE N 0° 06' E 318.0 FEET, THENCE N 65° 16' E 363.6 FEET; THENCE N 0° 06' E 400 FEET; THENCE N 89° 59' E 636.7 FEET; THENCE S 0° 00' ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 33 AND ALONG THE CENTERLINE OF EAST ROAD 870.0 FEET TO THE POINT OF BEGINNING. ALL OF SAID PARCEL BEING IN THE SE 1/4 OF SECTION 33, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AND BEING IN AND FORMING A PART OF THE TOWN OF WAUKEE, DALLAS COUNTY, IOWA. SUBJECT TO AN EASEMENT FOR PUBLIC HIGHWAY ON THE EAST 33.0 FEET THEREOF, AND EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: BEGINNING AT A POINT 454.7 FEET NORTH 0° 00' AND 627.2 FEET SOUTH 89° 59' WEST OF THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WAUKEE, DALLAS COUNTY, IOWA; THENCE SOUTH 89° 59' WEST 341.0 FEET; THENCE NORTH 0° 06' EAST 318.0 FEET; THENCE NORTH 65° 16' EAST 96.4; THENCE SOUTH 42° 55' EAST 322.52 FEET; THENCE SOUTH 15° 15' EAST 126.49 FEET TO THE POINT OF BEGINNING; ALL OF SAID DESCRIBED PARCEL BEING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) OF SECTION 33, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, AND SAID PARCEL CONTAINS APPROXIMATELY 1.94 ACRES.

GENERAL NOTES SHEET 1:

1. LOTS "A" THROUGH "B" ARE STREET LOTS TO BE DEDICATED TO THE CITY OF WAUKEE.
2. ALL EASEMENTS SHALL BE PUBLIC UNLESS OTHERWISE NOTED AS PRIVATE.
3. BEARINGS DERIVED FROM GPS OBSERVATIONS USING THE STATE PLANE COORDINATE SYSTEM (NAD83 - IOWA SOUTH)
4. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
5. ALL LOT CORNERS HAVE BEEN SET WITH A 3/4" IRON PIPE WITH A YELLOW PLASTIC CAP ID # 14775 OR AS NOTED.
6. SPOT GRADES NOTED ON THIS FINAL PLAT ON SHEET 2 ARE FOR REFERENCE ONLY. SEE CONSTRUCTION DRAWINGS ON FILE AT CITY HALL FOR COMPLETE GRADING INFORMATION.
7. THE MINIMUM PROTECTION ELEVATIONS (MPE) AND SINGLE SPOT GRADE CALL OUTS ARE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT AND CONSTRUCTION PLANS. THE CITY OF WAUKEE REQUIRES MPE'S AND SPOT GRADES TO BE PLACED ON THE FINAL PLAT. THE SURVEYOR DOES NOT CERTIFY TO THOSE ELEVATIONS SHOWN ON THE PLAT.
8. THE DETENTION BASIN WILL BE CONTAINED WITHIN AN EASEMENT AND A MAINTENANCE AGREEMENT WILL BE EXECUTED THROUGH THE BRANDON'S RESERVE HOME OWNERS ASSOCIATION SET UP BY THE DEVELOPER.
9. THE INGRESS/EGRESS EASEMENT SHALL ALLOW THE OWNER OF LOT 5 TO INSTALL AND/OR ATTACH ONTO ANY PAVEMENT FOR MEANS OF INGRESS/EGRESS TO SAID LOT 5 OVER AND THROUGH LOT 4 WITHIN THE EASEMENT. THE SPLITTING OF MAINTENANCE COST SHALL BE AGREED TO BY MUTUAL AGREEMENT BETWEEN THE OWNERS OF LOT 4 AND 5. SHOULD A MUTUAL AGREEMENT NOT BE ABLE TO BE REACHED, BINDING ARBITRATION SHALL BE ENTERED, AND THE ARBITER SHALL BE CHOSEN BY THE OWNER OF LOT 4. THE CITY WILL NOT AND SHALL NOT HAVE ANY INVOLVEMENT WITH ANY DISPUTE ARISING FROM THE INGRESS/EGRESS EASEMENT.
10. ALL OUTLOTS INDICATED ON THIS PLAT SHALL HAVE AN ALL ENCOMPASSING OVERLAND FLOWAGE EASEMENT FOR THE ENTIRE OUTLOT.
11. OUTLOTS 5A, 4A, 3A, AND 2A SHALL BE TIED TO AND OWNED WITH THE SAME OWNER AS THE CORRESPONDING LOT NUMBER. THE OUTLOTS SHALL ALWAYS BE SOLD WITH THE CORRESPONDING LOT NUMBER.
12. EASEMENT DIMENSIONS AND SPOT GRADES ARE SHOWN IN DETAIL ON SHEET 2.

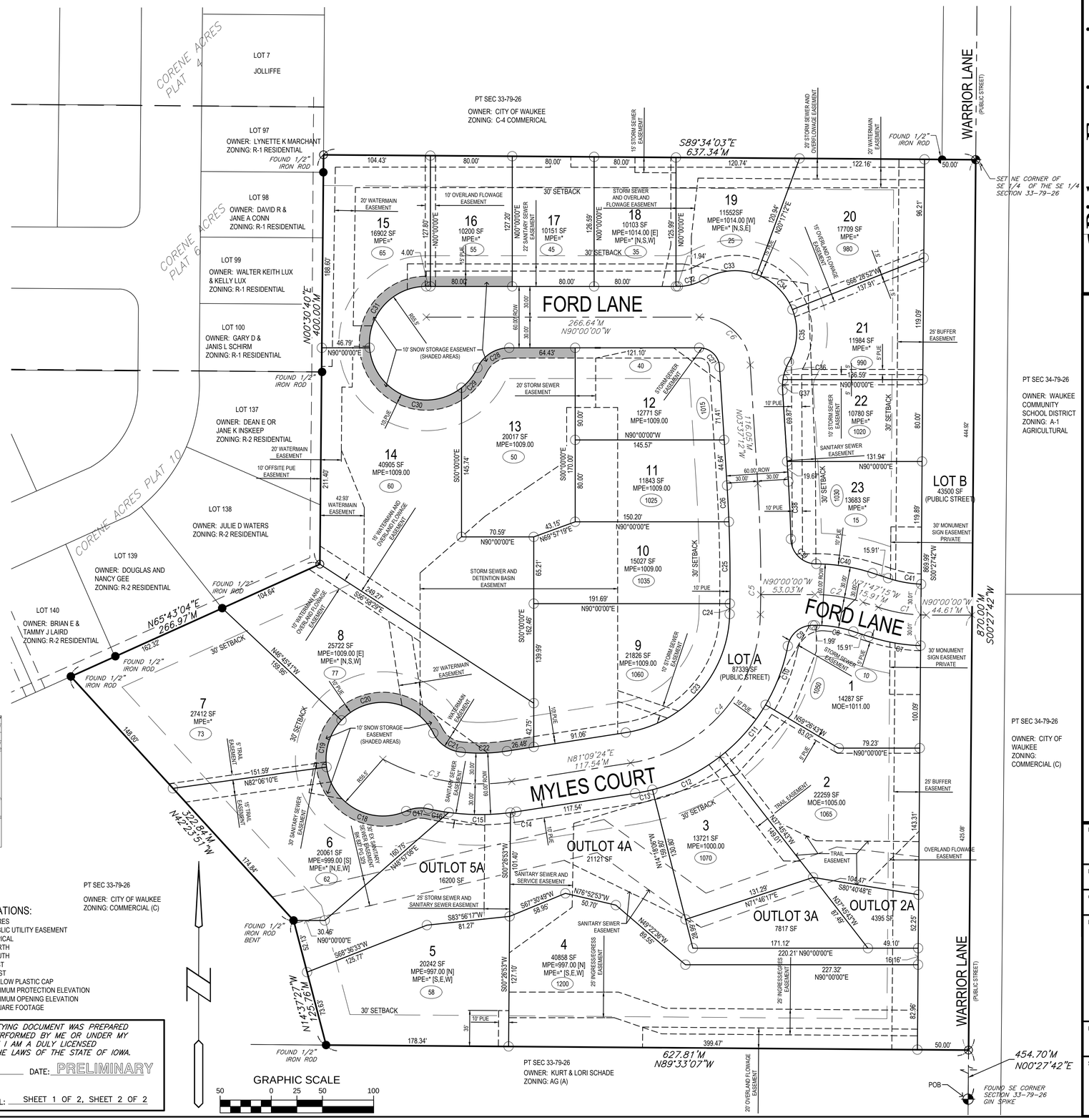
MINIMUM PROTECTION ELEVATION NOTES:

1. MINIMUM PROTECTION ELEVATIONS (MPE) ARE FOR REFERENCE ONLY. SURVEYOR CERTIFICATION DOES NOT APPLY TO ANY GRADES SHOWN ON THIS PLAT. ALL LOTS, WITH OR WITHOUT MPE'S, SHALL BE REVIEWED FOR CONFORMANCE WITH THE STORMWATER MANAGEMENT PLAN AND GRADING PLAN.
2. THE HOME BUILDER SHALL ENSURE ALL DRAINAGE SWALES ARE MAINTAINED AND/OR PROTECTED AS DESIGNED DURING HOME CONSTRUCTION AS INTENDED IN THE ORIGINAL DESIGN AND APPROVED BY THE CITY.
3. HOME BUILDERS SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE AWAY FROM HOUSE AND THAT ALL DRAINAGE SWALES AROUND HOUSE ARE SIZED TO CONVEY THE 100-YEAR STORM EVENT.
4. LOTS WITH MPE'S NOTED WITH AN ASTERISK (*) DRAIN FROM REAR TO FRONT. HOME BUILDER SHALL BE RESPONSIBLE FOR THE CONVEYANCE OF ALL STORM WATER ACROSS SUBJECT LOT. DRAINAGE SHALL BE CONVEYED AROUND THE SIDES OF THE HOUSE AND TO THE STREET.
5. MPE'S LISTED DO NOT ACCOUNT FOR DRAINAGE THROUGH SIDE YARDS INCLUDING THE OVERTOPPING OF STREET LOW POINTS. THE HOME BUILDER SHALL BE RESPONSIBLE FOR GRADING THE SIDE YARD TO ACCOUNT FOR THE VARYING DEPTH OF FLOW AND ENSURING FLOOD PROTECTION AND POSITIVE DRAINAGE AWAY FROM THE HOUSE.
6. MPE'S PROVIDED ARE BASED ON PROPOSED CONTOURS AND NOT ACTUAL AS-BUILT GRADES. HOME BUILDERS MUST ADJUST MPE'S ACCORDINGLY AND GRADE LOT TO HAVE POSITIVE DRAINAGE TO PROPERTY LINES AND PUBLIC WAYS.
7. LOTS LEFT LOW ON GRADING PLAN ARE INTENDED FOR BASEMENT DIRT TO BE USED AS FILL AROUND HOUSE TO ASSURE POSITIVE DRAINAGE AWAY FROM HOUSE.
8. MPE'S LISTED DO NOT ACCOUNT FOR DEPTH OF SANITARY SERVICE. THE HOME BUILDER SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTH OF THE SERVICES AND SET THE BASEMENT ELEVATION ACCORDINGLY
9. LOTS WITH MULTIPLE MPE'S ARE NOTED WITH THE DIRECTION THE MPE APPLIES IN BRACKETS. FOR EXAMPLE [N] APPLIES TO THE NORTH SIDE OF THE LOT AND [S] APPLIES TO THE SOUTH SIDE OF THE LOT.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	47.68'	150.00'	47.48'	N80°53'38"W	18°12'45"
C2	47.68'	150.00'	47.48'	N80°53'38"W	18°12'45"
C3	130.00'	200.00'	127.72'	S80°13'20"E	37°14'32"
C4	209.25'	150.00'	192.69'	N41°11'36"E	79°55'36"
C5	128.05'	1500.00'	128.01'	N01°10'28"W	4°53'28"
C6	75.38'	50.00'	68.44'	N46°48'36"W	86°22'48"
C7	51.58'	180.00'	51.40'	S79°59'49"E	16°25'07"
C8	38.14'	120.00'	37.98'	N80°53'38"W	18°12'45"
C9	34.52'	25.00'	31.84'	S50°26'33"W	79°06'55"
C10	61.80'	180.00'	61.49'	N20°43'10"E	19°40'13"
C11	68.12'	180.00'	67.71'	N41°23'47"E	21°41'00"
C12	73.70'	180.00'	73.19'	N63°58'05"E	23°27'37"
C13	17.15'	180.00'	17.14'	N78°25'39"E	5°27'30"
C14	5.91'	230.00'	5.90'	N81°53'31"E	1°28'16"
C15	60.36'	230.00'	60.19'	S89°51'15"E	15°02'11"
C16	20.27'	230.00'	20.26'	S79°48'40"E	5°02'59"
C17	22.23'	34.50'	21.85'	S84°15'09"W	36°55'32"
C18	102.99'	55.50'	88.83'	S61°03'29"E	106°19'18"
C19	49.53'	55.50'	47.90'	S17°40'14"W	51°08'09"
C20	106.02'	55.50'	90.62'	N82°02'01"W	109°27'20"
C21	33.88'	34.50'	32.54'	S55°26'31"E	56°16'20"
C22	45.29'	170.00'	45.16'	N88°47'21"E	15°15'55"
C23	167.20'	120.00'	154.00'	N41°14'29"E	79°49'48"
C24	10.10'	1470.09'	10.10'	N01°04'43"E	0°23'37"
C25	80.02'	1470.09'	80.01'	N00°40'38"W	3°07'07"
C26	35.50'	1470.02'	35.49'	N02°55'42"W	1°23'01"
C27	30.15'	20.00'	27.38'	N46°48'36"W	86°22'48"
C28	38.73'	34.50'	36.73'	S57°50'23"W	64°19'15"
C29	25.19'	55.50'	24.98'	N38°41'03"E	26°00'34"
C30	119.78'	55.50'	97.85'	S66°28'51"E	123°39'38"
C31	91.68'	55.50'	81.61'	S42°40'29"W	94°39'03"
C32	26.74'	50.00'	26.42'	N74°40'52"E	30°38'16"
C33	53.33'	60.00'	51.59'	S84°49'28"W	50°55'28"
C34	50.47'	60.00'	48.99'	N45°36'58"W	48°11'40"
C35	53.07'	60.00'	51.36'	N03°49'14"E	50°40'45"
C36	18.31'	50.00'	18.21'	S18°40'05"W	20°59'03"
C37	10.29'	50.00'	10.28'	S02°16'41"W	11°47'46"
C38	56.10'	1529.99'	56.09'	N02°34'12"W	2°06'03"
C39	38.43'	25.00'	34.75'	S45°33'05"E	88°03'50"
C40	55.91'	180.00'	55.68'	S80°41'08"E	17°47'44"
C41	32.99'	120.00'	32.89'	S79°39'49"E	15°45'08"

VICINITY MAP
SCALE: NOT TO SCALE



LEGEND:

- PROPERTY CORNER - FOUND AS NOTED
- PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
- SECTION CORNER - FOUND AS NOTED
- CUT "X" IN PAVEMENT
- (10) ADDRESS

ABBREVIATIONS:

AC	ACRES
PUE	PUBLIC UTILITY EASEMENT
TYP	TYPICAL
N	NORTH
S	SOUTH
E	EAST
W	WEST
YPC	YELLOW PLASTIC CAP
MPE	MINIMUM PROTECTION ELEVATION
MOE	MINIMUM OPENING ELEVATION
SF	SQUARE FOOTAGE

LICENSED PROFESSIONAL LAND SURVEYOR — LARRY D. HYLER, P.L.S. No. 14775 — IOWA

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: PRELIMINARY DATE: PRELIMINARY
LARRY D. HYLER, L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 2, SHEET 2 OF 2

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

BRANDON'S RESERVE
WAUKEE, DALLAS COUNTY, IOWA
FINAL PLAT

REFERENCE NUMBER:

DRAWN BY: EAV
CHECKED BY: LH
REVISION DATE: 8-26-16 1ST SUBMITTAL

PROJECT NUMBER: 150351

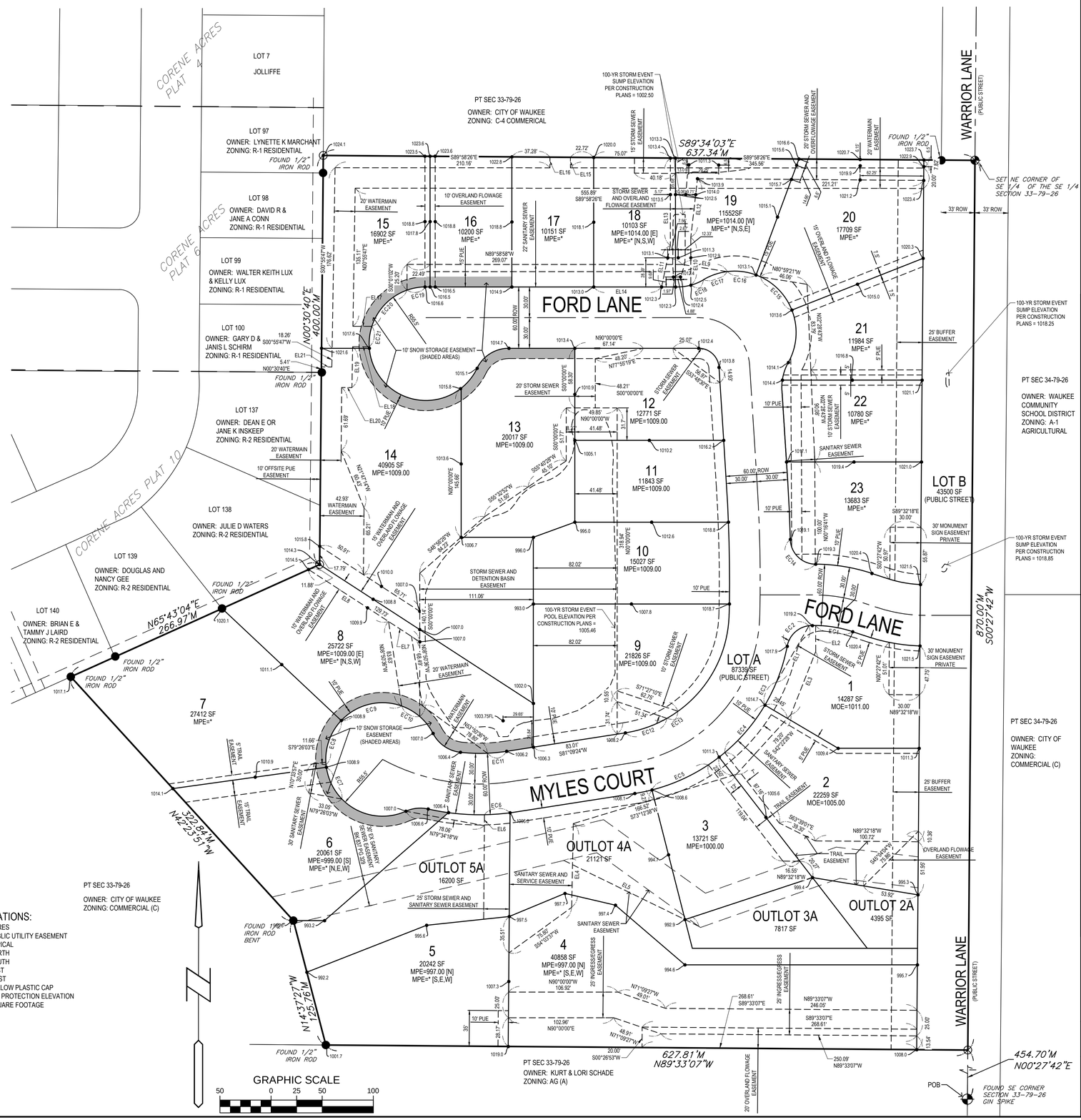
SHEET NUMBER: 1 OF 2

9/9/2016 10:32:12 AM M:\LAND PROJECTS 2015\150351\DWG\FINAL PLAT_EAV PDFS.DWG

BRANDON'S RESERVE
FINAL PLAT

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
EL1	63.69	S29° 59' 28"W
EL2	25.36	N00° 16' 41"W
EL3	66.22	N21° 29' 35"E
EL4	81.94	S01° 05' 44"W
EL5	146.99	S63° 59' 14"E
EL6	10.72	N00° 26' 53"E
EL7	26.86	S56° 58' 29"E
EL8	93.28	N56° 58' 29"W
EL9	44.82	N80° 59' 21"W
EL10	46.69	N00° 00' 00"E
EL11	41.43	S11° 59' 29"W
EL12	57.77	N06° 29' 37"E
EL13	85.42	S00° 02' 43"W
EL14	66.39	N90° 00' 00"W
EL15	10.27	N00° 01' 34"E
EL16	10.41	N00° 01' 34"E
EL17	18.58	N90° 00' 00"E
EL18	16.31	N90° 00' 00"E
EL19	39.94	N00° 55' 47"E
EL20	10.07	S89° 29' 20"E
EL21	10.22	N89° 29' 20"W

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
EC1	36.95'	120.00'	36.80'	S80°36'30"E	17°38'29"
EC2	31.25'	25.00'	29.25'	S46°41'37"W	71°37'07"
EC3	25.09'	180.00'	25.07'	S26°33'42"W	7°59'09"
EC4	61.12'	180.00'	60.83'	N40°16'55"E	19°27'16"
EC5	60.69'	180.00'	60.40'	S66°02'20"W	19°19'08"
EC6	25.10'	230.00'	25.08'	N85°45'13"E	6°15'07"
EC7	35.27'	55.50'	34.68'	S26°06'17"E	36°24'55"
EC8	47.25'	55.50'	45.83'	N18°51'02"E	48°46'34"
EC9	64.33'	55.50'	60.79'	N76°26'38"E	66°24'38"
EC10	20.62'	55.50'	20.51'	S59°42'16"E	21°17'35"
EC11	18.88'	170.00'	18.88'	N84°20'20"E	6°21'54"
EC12	43.34'	120.00'	43.11'	N70°48'34"E	20°41'40"
EC13	12.85'	120.00'	12.84'	N57°23'43"E	6°08'01"
EC14	38.02'	25.00'	34.46'	N45°05'16"W	87°08'13"
EC15	45.67'	60.00'	44.58'	S43°19'29"E	43°36'41"
EC16	28.42'	60.00'	28.15'	N83°16'51"W	27°08'05"
EC17	24.91'	60.00'	24.73'	N71°15'25"E	23°47'23"
EC18	13.53'	50.00'	13.49'	N67°06'44"E	15°30'00"
EC19	18.86'	55.50'	18.77'	N80°15'49"E	19°28'23"
EC20	51.04'	55.50'	49.26'	N44°10'55"E	52°41'25"
EC21	20.28'	55.50'	20.17'	S07°22'09"W	20°56'07"



GENERAL NOTES SHEET 2:

1. LOTS "A" AND "B" ARE STREET LOTS TO BE DEDICATED TO THE CITY OF WAUKEE.
2. ALL EASEMENTS SHALL BE PUBLIC UNLESS OTHERWISE NOTED AS PRIVATE.
3. SPOT GRADES NOTED ON THIS FINAL PLAT ON SHEET 2 ARE FOR REFERENCE ONLY. SEE CONSTRUCTION DRAWINGS ON FILE AT CITY HALL FOR COMPLETE GRADING INFORMATION.
4. THE MINIMUM PROTECTION ELEVATIONS (MPE) AND SINGLE SPOT GRADE CALL OUTS ARE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT AND CONSTRUCTION PLANS. THE CITY OF WAUKEE REQUIRES MPE'S AND SPOT GRADES TO BE PLACED ON THE FINAL PLAT. THE SURVEYOR DOES NOT CERTIFY TO THOSE ELEVATIONS SHOWN ON THE PLAT.
5. THE DETENTION BASIN WILL BE CONTAINED WITHIN AN EASEMENT AND A MAINTENANCE AGREEMENT WILL BE EXECUTED THROUGH THE BRANDON'S RESERVE HOME OWNERS ASSOCIATION SET UP BY THE DEVELOPER.
6. THE INGRESS/EGRESS EASEMENT SHALL ALLOW THE OWNER OF LOT 5 TO INSTALL AND/OR ATTACH ONTO ANY PAVEMENT FOR MEANS OF INGRESS/EGRESS TO SAID LOT 5 OVER AND THROUGH LOT 4 WITHIN THE EASEMENT. THE SPLITTING OF MAINTENANCE COST SHALL BE AGREED TO BY MUTUAL AGREEMENT BETWEEN THE OWNERS OF LOT 4 AND 5. SHOULD A MUTUAL AGREEMENT NOT BE ABLE TO BE REACHED, BINDING ARBITRATION SHALL BE ENTERED, AND THE ARBITER SHALL BE CHOSEN BY THE OWNER OF LOT 4. THE CITY WILL NOT AND SHALL NOT HAVE ANY INVOLVEMENT WITH ANY DISPUTE ARISING FROM THE INGRESS/EGRESS EASEMENT.
7. ALL OUTLOTS ON INDICATED ON THIS PLAT SHALL HAVE AN ALL ENCOMPASSING OVERLAND FLOWAGE EASEMENT FOR THE ENTIRE OUTLOT.

MINIMUM PROTECTION ELEVATION NOTES:

1. MINIMUM PROTECTION ELEVATIONS (MPE) ARE FOR REFERENCE ONLY. ALL LOTS, WITH OR WITHOUT MPE'S, SHALL BE REVIEWED FOR CONFORMANCE WITH THE STORMWATER MANAGEMENT PLAN AND GRADING PLAN.
2. THE HOME BUILDER SHALL ENSURE ALL DRAINAGE SWALES ARE MAINTAINED AND/OR PROTECTED AS DESIGNED DURING HOME CONSTRUCTION AS INTENDED IN THE ORIGINAL DESIGN AND APPROVED BY THE CITY.
3. HOME BUILDERS SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE AWAY FROM HOUSE AND THAT ALL DRAINAGE SWALES AROUND HOUSE ARE SIZED TO CONVEY THE 100-YEAR STORM EVENT.
4. LOTS WITH MPE'S NOTED WITH AN ASTERISK (*) DRAIN FROM REAR TO FRONT. HOME BUILDER SHALL BE RESPONSIBLE FOR THE CONVEYANCE OF ALL STORM WATER ACROSS SUBJECT LOT. DRAINAGE SHALL BE CONVEYED AROUND THE SIDES OF THE HOUSE AND TO THE STREET.
5. MPE'S LISTED DO NOT ACCOUNT FOR DRAINAGE THROUGH SIDE YARDS INCLUDING THE OVERTOPPING OF STREET LOW POINTS. THE HOME BUILDER SHALL BE RESPONSIBLE FOR GRADING THE SIDE YARD TO ACCOUNT FOR THE VARYING DEPTH OF FLOW AND ENSURING FLOOD PROTECTION AND POSITIVE DRAINAGE AWAY FROM THE HOUSE.
6. MPE'S PROVIDED ARE BASED ON PROPOSED CONTOURS AND NOT ACTUAL AS-BUILT GRADES. HOME BUILDERS MUST ADJUST MPE'S ACCORDINGLY AND GRADE LOT TO HAVE POSITIVE DRAINAGE TO PROPERTY LINES AND PUBLIC WAYS.
7. LOTS LEFT LOW ON GRADING PLAN ARE INTENDED FOR BASEMENT DIRT TO BE USED AS FILL AROUND HOUSE TO ASSURE POSITIVE DRAINAGE AWAY FROM HOUSE.
8. MPE'S LISTED DO NOT ACCOUNT FOR DEPTH OF SANITARY SERVICE. THE HOME BUILDER SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTH OF THE SERVICES AND SET THE BASEMENT ELEVATION ACCORDINGLY.
9. LOTS WITH MULTIPLE MPE'S ARE NOTED WITH THE DIRECTION THE MPE APPLIES IN BRACKETS. FOR EXAMPLE [N] APPLIES TO THE NORTH SIDE OF THE LOT AND [S] APPLIES TO THE SOUTH SIDE OF THE LOT.

LEGEND:

- PROPERTY CORNER - FOUND AS NOTED
- PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
- SECTION CORNER - FOUND AS NOTED
- CUT "X" IN PAVEMENT
- (10) ADDRESS
- 100.0 FINISH GRADE PER CONSTRUCTION PLANS

ABBREVIATIONS:

AC	ACRES
PUE	PUBLIC UTILITY EASEMENT
TYP	TYPICAL
N	NORTH
S	SOUTH
E	EAST
W	WEST
YPC	YELLOW PLASTIC CAP
MPE	MIN PROTECTION ELEVATION
SF	SQUARE FOOTAGE

PRELIMINARY

9/9/2016 10:32:48 AM M:\LAND PROJECTS 2015\150351\DWG\FINAL PLAT_EAV PDF5.DWG

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying
Established 1959

BRANDON'S RESERVE
WAUKEE, DALLAS COUNTY, IOWA

FINAL PLAT

REFERENCE NUMBER:

DRAWN BY: EAV

CHECKED BY: LH

REVISION DATE: 8-26-16 1ST SUBMITTAL

PROJECT NUMBER: 150351

SHEET NUMBER: 2 OF 2

AGENDA ITEM: J7

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukee, Iowa, by rezoning and changing certain property therein from A-1 to R-2, a property known as the Remaining Clayton Property [third (final) reading]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the third and final consideration to rezone the property.

RECOMMENDATION: Approve the third reading of the ordinance in title only and place it on final passage.

ATTACHMENTS: I. Proposed Ordinance

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 300, ZONING ORDINANCE, CITY OF WAUKEE, IOWA BY AMENDING THE ZONING FOR CERTAIN PROPERTY FROM A-1 TO R-2 [CLAYTON PROPERTY]

BE IT ORDAINED by the Council of the City of Waukee:

Section 1. Section 301.4 of Chapter 301, Waukee Municipal Code, Zoning Ordinance of the City, adopting the Official Zoning Map, is hereby amended by changing the following real estate from A-1 (Agricultural District) to R-2 (One and Two Family Residential District), legally described as follows:

PARCELS 17-67 AND 17-68, BOOK 2016, PAGE 9295, IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND CONTAINING 37.07 ACRES (1,614,672 SQUARE FEET).

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

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

Section 4. Effective Date. This ordinance shall be in effect upon its final passage, approval and publication as provided by law.

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

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

AGENDA ITEM: J8

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 502, Traffic Regulations of the City of Waukee, Iowa, by repealing Section 502.18, Truck Parking Limited, and enacting Section 502.18, Parking Restrictions in Residential Districts [introduction; first reading]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON: The proposed ordinance addresses concerns regarding street parking time limitations and enforcement in residential districts.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

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

RECOMMENDATION: Introduce the ordinance and move to approve the first reading in title only.

ATTACHMENTS: I. Proposed Ordinance

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 502, WAUKEE MUNICIPAL CODE, TRAFFIC REGULATIONS OF THE CITY OF WAUKEE, IOWA, BY REPEALING SECTION 502.18, TRUCK PARKING LIMITED, AND ENACTING SECTION 502.18, PARKING RESTRICTIONS IN RESIDENTIAL DISTRICTS

WHEREAS, the City of Waukee has determined that there shall be certain parking restrictions in residential areas.

BE IT ORDAINED by the Council of the City of Waukee:

Section 1. Chapter 502, Waukee Municipal Code, Traffic Regulations, Section 502.18, is hereby repealed and replaced in its entirety with Section 502.18 follows:

§502.18 **Parking Restrictions in Residential Districts:** As used in this section:

A. *Bus* means a motor vehicle designed to seat more than sixteen (16) passengers and used for the transportation of persons, regardless of compensation, including but not limited to motor vehicles operated for profit by governmental agencies and motor vehicles used for the transportation of children to and from school.

B. *Camper* means non-wheeled, detachable vehicular equipment that weighs over five hundred (500) pounds, used for temporary or permanent habitation, which has no independent motor power and that is capable of being placed on a vehicle but is not capable of being towed.

C. *Camping Trailer* means a trailer constructed to provide temporary occupancy as a dwelling or sleeping place for one or more persons, to include "fifth wheels."

D. *Commercial Vehicle* means:

1. Any self-propelled or towed vehicle bearing a commercial license plate or having a manufacturer's gross vehicle weight rating or gross combination rating of ten thousand one (10,001) pounds or more, which vehicle is used in commerce or is designed to transport sixteen (16) or more passengers, including the driver, unless such vehicle is a bus as defined herein; and

2. Any motor vehicle designed or equipped to transport other motor vehicles from place to place by means of winches, cables, pulleys, or other equipment for towing, pulling, or lifting.

E. *Load(ed)(ing) and/or Unload(ed)(ing)* means the activity of moving material, equipment, goods, or other items of personal property from or to a vehicle.

F. *Mobile Home* means a non-motorized vehicle designed to be permanently affixed to land to be used for occupancy as a dwelling or sleeping place for one or more persons, but which is constructed to allow it to be transported upon streets or highways.

G. *Motor Home* means a motorized vehicle designed to provide temporary occupancy as a dwelling or sleeping place for one or more persons and which is intended to be transported upon streets and highways, but excluding pick-up trucks with attached campers.

H. *Residential District* means a zoning district that generally allows for the development and preservation of residential neighborhoods, more particularly described in the Zoning Ordinance of the City.

I. *Recreational Vehicle (RV)* means a motor home, mobile home, camper or camping trailer.

J. *Rendering Services* means commercial activities carried on in connection with the business purpose of the vehicle, such as making deliveries, service calls, accepting articles for removal or delivery, and related commercial activities.

K. *Semi-Tractor* means a motor vehicle with a manufacturer's gross combination weight rating (GCWR) in excess of twenty-six thousand and one (26,001) pounds, which is designed and commonly used to draw a semi-trailer and its cargo load over public roadways.

L. *Semi-Trailer* means a wheeled vehicle, the empty weight of which is more than two thousand (2,000) pounds or the length of which is greater than twenty-five (25) feet, which has no motor power and is designed to be used in conjunction with a semi-tractor so that some part of its own weight and that of its cargo load rests upon or is carried by such semi-tractor.

M. *Trailer* means any wheeled vehicle without motor power that may be drawn over the roadway by a motor vehicle, including camping trailers, utility trailers and boat trailers.

N. *Truck* means a motor vehicle exceeding eight (8) feet in width, twenty-five (25) feet in length, or ten (10) feet in height, excluding motor homes and recreational vehicles as defined herein.

No person shall park a commercial vehicle, semi-tractor, semi-trailer, truck, trailer, camper, camping trailer, motor home, bus, recreational vehicle (RV), trailer or boat, whether or not attached to a motorized vehicle, on any public street or highway within any residential district of the City, with the exception of:

A. A recreational vehicle (RV), boat, or trailer if:

1. it is parked only for a period that does not in any event exceed forty-eight (48) consecutive hours, and

2. the recreational vehicle (RV), boat, or trailer is parked immediately adjacent to and on the same side of the street as the property occupied permanently by the registered owner of such recreational vehicle (RV), boat, or trailer, and

3. a new up-to-forty-eight (48) hour period allowed by subsection (1) is never initiated without an intervening minimum forty-eight (48) hour period from the conclusion of the previous up-to-forty-eight (48) hour period, during which time the vehicle must be removed from and remain off the street, and

4. no part of the recreational vehicle (RV), boat, or trailer is on or over the sidewalk, including, without limitation, tires, and no slide outs or awnings or other protrusions from the body of the recreational vehicle (RV), boat, or trailer are in the open positions, and no cords, wires, hoses, or other appurtenances from such recreational vehicle (RV), boat, or trailer are laid upon or across the sidewalks or rights-of-way, and

5. there are no tarps or vehicle covers placed upon such recreational vehicle (RV), boat, or trailer.

Any recreational vehicle (RV) parked in accordance with this subsection shall not be occupied or used as a sleeping quarters or for other housekeeping purposes.

B. A commercial vehicle, semi-tractor and attached semi-trailer, or truck temporarily parked for only that period of time necessary to expeditiously complete rendering services to real property located within two hundred (200) feet of the commercial vehicle.

C. A recreational vehicle (RV) parked immediately adjacent to and on the same side of the street as a residential lot for up to forty-eight (48) hours when and if the registered owner of such vehicle is temporarily visiting the permanent occupant of such residential lot. Any vehicle parked in accordance with this subsection shall not be occupied or used as a sleeping quarters or for other housekeeping purposes.

D. Any vehicle otherwise parked in violation of this section for a period not to exceed four (4) hours as a result of an emergency.

Public Off-Street Parking: No vehicle shall be left unattended or parked in a twenty-four (24) hour public off-street parking zone. No semi-tractor, truck, or semi-trailer shall be parked upon any public street or private property located in a residential district other than when being loaded and/or unloaded or otherwise rendering services within two hundred (200) feet of the commercial vehicle, and such loading and/or unloading or rendering of service locally shall not exceed twelve (12) hours between the hours of 7:00 a.m. and 7:00 p.m., or four (4) hours between the hours of 7:00 p.m. and 7:00 a.m. No loading and/or unloading of a semi-tractor, truck, or semi-trailer during permissible hours is allowed to extend over more than two (2) consecutive calendar days.

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

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

Section 4. Effective Date. This ordinance shall be in effect upon its final passage, approval and publication as provided by law.

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

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk

AGENDA ITEM: J9

CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION

MEETING DATE: October 3, 2016

AGENDA ITEM: Consideration of approval of an ordinance to amend Chapter 501, Waukee Municipal Code, Regarding the speed limit on NE Horizon Drive within the City Limits of the City of Waukee [introduction; first readings]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON: Upon citizen request, the City hired Snyder and Associates to perform a speed study. The result of the Speed Study was to increase the speed limit on NE Horizon to 30 MPH.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Introduce the ordinance and approve the first reading in title only.

ATTACHMENTS: I. Proposed Ordinance

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 501, WAUKEE MUNICIPAL CODE, REGARDING THE SPEED LIMIT ON NE HORIZON DRIVE WITHIN THE CITY LIMITS OF THE CITY OF WAUKEE, IOWA.

WHEREAS, the City of Waukee has obtained the results of a traffic study prepared by Snyder & Associates dated July 28, 2016; AND

WHEREAS, the City of Waukee has determined to implement changes to their ordinance relative to the speed limit on NE Horizon Drive as a result of said traffic study.

BE IT THEREFORE ORDAINED by the City Council of the City of Waukee:

Section 1: Chapter 501, Waukee Municipal Code, Regulation of Traffic Upon and Use of the Streets of Waukee, Iowa, is hereby amended by adding Section 501.9(F)(16) as follows:

§501.9(F)(16) The speed limit on NE Horizon Drive between NE Westgate Drive and NE Alice's Road shall be 30 miles per hour.

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

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provisions or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the ___ day of _____, 2016, and approved this ____ day of _____, 2016.

_____
William F. Peard, Mayor

Attest:

_____
Rebecca D. Schuett, City Clerk