



**WAUKEE CITY COUNCIL
REGULAR MEETING AGENDA**

**DATE: MONDAY, DECEMBER 19, 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:

[12192016_AGENDA.PDF](#)

F. MAYOR'S REPORT

G. PRESENTATIONS

- G.1. PROCLAMATION: In Recognition Of Dr. David Wilkerson Upon His Retirement As Superintendent Of The Waukeee Community School District

Documents:

[G01.PDF](#)

H. PUBLIC HEARINGS

- H.1. NOTE: Public Hearing On An Ordinance To Amend Chapter 301, Zoning Ordinance, City Of Waukeee, Iowa, By Rezoning And Changing Certain Property Therein From C-1 To R-3 /PD-1, A Property Known As A Portion Of Waukeee Central Is Postponed To A Later Date.**

I. PUBLIC HEARING ACTION ITEMS

J. ACTION ITEMS

- J.1. CONSENT AGENDA

J.1.A. Consideration Of Approval Of 12/19/2016 Bill List; 11/30/2016 Payroll

Documents:

[J01A.PDF](#)

- J.1.B. *Consideration Of Approval Of City Council Minutes Of 12/05/2016 Regular Meeting, 12/12/2016 Special Meeting*

Documents:

[J01B.PDF](#)

- J.1.C. *Consideration Of Receipt And File Of 12/02/2016 Correspondence From Mediacom Communications Corporation Regarding Rate Adjustments*

Documents:

[J01C.PDF](#)

- J.1.D. *Consideration Of Receipt And File Of The Purchase Of 2016 EnviroSight Rover X Crawler Inspection Camera System From Trans Iowa Equipment, LLC, Of Ankeny, IA, In The Amount Of \$64,519.00*

Documents:

[J01D.PDF](#)

- J.1.E. *Consideration Of Approval Of Renewal Of 12-Month Class E Liquor License (LE) With Class B Wine Permit, Class C Beer Permit (Carryout Beer) And Sunday Sales Privileges For Kum & Go, LC, D/B/A Kum & Go #59 [400 Prairie Bluff Drive]*

Documents:

[J01E.PDF](#)

- J.1.F. *Consideration Of Approval Of A Resolution Approving 2017 Legislative Priorities*

Documents:

[J01F.PDF](#)

- J.1.G. *Consideration Of Approval Of A Resolution Approving Memorandum Of Understanding Between Polk County And Waukee Regarding Central Iowa Regional Public Safety Communications System (CIRPSCS)*

Documents:

[J01G.PDF](#)

- J.1.H. *Consideration Of Approval Of A Resolution Approving Agreement For The Termination Of The Restrictive Covenant On Property Owned By The City Of Waukee*

Documents:

[J01H.PDF](#)

- J.1.I. *Consideration Of Approval Of A Resolution Approving Professional Services Agreement Amendment No. 2 With Genus Landscape Architects [Fox Creek Park Improvement Project, Phase 1]*

Documents:

[J01I.PDF](#)

- J.1.J. *Consideration Of Approval Of Payment Estimate No. 8 (Final) To Joiner Construction Co., Inc., For The Fox Creek Park Improvement Project, Phase I, In The Amount Of \$9,994.00*

Documents:

[J01J.PDF](#)

- J.1.K. *Consideration Of Approval Of A Resolution Accepting Public Improvements [Fox Creek Park Improvement Project, Phase I]*

Documents:

[J01K.PDF](#)

- J.1.L. *Consideration Of Approval Of Payment Estimate No. 1 To RDG Dahlquist Art Studio For Raccoon River Valley Trailhead Public Art Project In The Amount Of \$49,892.75*

Documents:

[J01L.PDF](#)

- J.1.M. *Consideration Of Approval Of Payment Estimate No. 2 To Rognes Corp. For The Northwest Area Trunk Sewer Extension, Phase 1 Project, In The Amount Of \$283,377.98*

Documents:

[J01M.PDF](#)

- J.1.N. *Consideration Of Approval Of Payment Estimate No. 8 To McAninch Corporation For The Westown Parkway/R-22 Intersection Improvement Project In The Amount Of \$381,101.43*

Documents:

[J01N.PDF](#)

- J.1.O. *Consideration Of Approval Of Release Of Retainage To J. R. Stelzer Co. For The 3rd Street Water Tower Refurbishment Project In The Amount Of \$25,907.00*

Documents:

[J01O.PDF](#)

- J.1.P. *Consideration Of Approval Of A Purchase Agreement And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Aztec Properties, LLC]*

Documents:

[J01P.PDF](#)

J.1.Q. *Consideration Of Approval Of A Purchase Agreement And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [TSG Properties Waukee, LLC]*

Documents:

[J01Q.PDF](#)

J.1.R. *Consideration Of Approval Of A Purchase Agreement, Public Storm Sewer Easement, And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 1)*

Documents:

[J01R.PDF](#)

J.1.S. *Consideration Of Approval Of A Purchase Agreement And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 2)*

Documents:

[J01S.PDF](#)

J.1.T. *Consideration Of Approval Of A Purchase Agreement, Public Storm Sewer Easement, And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 3)*

Documents:

[J01T.PDF](#)

J.1.U. *Consideration Of Approval Of A Purchase Agreement And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Greater Iowa Credit Union]*

Documents:

[J01U.PDF](#)

J.1.V. *Consideration Of Approval Of A Purchase Agreement And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Robert F. Etzel Living Trust]*

Documents:

[J01V.PDF](#)

J.1.W. *Consideration Of Approval Of A Purchase Agreement And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [TTM Alice, LLC]*

Documents:

[J01W.PDF](#)

J.1.X. *Consideration Of Approval Of A Purchase Agreement, Quit Claim Deed, Storm*

Sewer Easement, Electric Transmission Line Easement, And Temporary Construction Easement Related To Alice's Road Corridor Improvements, Phase 4 [Aztec Properties, LLC; SJC Enterprises, Inc.]

Documents:

[J01X.PDF](#)

- J.1.Y. *Consideration Of Approval Of A Resolution Approving Sanitary Sewer Easement Associated With Little Walnut Creek Lift Station Expansion Project [Broderick Family, L.P.]*

Documents:

[J01Y.PDF](#)

- J.1.Z. *Consideration Of Approval Of Easements Related To Brandon's Reserve [M&R Holdings, LLC]*

Documents:

[J01Z.PDF](#)

- J.1.AA. *Consideration Of Approval Of A Motion Setting January 3, 2017, 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 C-1 (Community And Highway Service Commercial District) To R-3 (Rental Multi-Family Residential District)/PD-1 (Planned Development Overlay) [Waukee Central Multi-Family]*

Documents:

[J01ZAA.PDF](#)

- J.1.BB. *Consideration Of Approval Of A Motion Setting January 3, 2017 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 K-RC (Kettlestone Retail Community District) [The Shops At Kettlestone North Plat 1]*

Documents:

[J01ZBB.PDF](#)

- J.1.CC. *Consideration Of Approval Of A Resolution Approving Agreement Concerning Construction Of Fence [1600 Warrior Lane]*

Documents:

[J01ZCC.PDF](#)

- J.1.DD. *Consideration Of Approval Of A Resolution Approving Agreement Concerning Construction Of Fence [1945 Brodie Street]*

Documents:

[J01ZDD.PDF](#)

J.1.EE. *Consideration Of Approval Of A Resolution Approving Agreement Concerning Construction Of Fence [495 NE Bobcat Drive]*

Documents:

[J01ZEE.PDF](#)

J.1.FF. *Consideration Of Approval Of A Resolution Approving Agreement Concerning Construction Of Fence [120 SE Golden Harvest Drive]*

Documents:

[J01ZFF.PDF](#)

J.1.GG. *Consideration Of Approval Of A Resolution Approving Agreement Concerning Construction Of Fence [2400 SE Riverbirch Lane]*

Documents:

[J01ZGG.PDF](#)

J.2. ORDINANCE: Consideration Of Approval Of An Ordinance Removing The Amendment No. 7 Area From The Division Of Revenues Under Iowa Code Section 403.19 For The Waukee Unified Urban Renewal Plan [Third (Final) Reading]

Documents:

[J02.PDF](#)

J.3. RESOLUTION: Consideration Of Approval Of A Resolution Approving Preliminary Plat For Ashworth South Plat 1

Documents:

[J03.PDF](#)

J.4. RESOLUTION: Consideration Of Approval Of A Resolution Approving Addendum No. 1 To Standard Specifications For Public Improvements, Waukee, Iowa, [Kettlestone Street Lights]

Documents:

[J04.PDF](#)

J.5. RESOLUTION: Consideration Of Approval Of A Resolution Approving Pet License Replacement And Late Renewal Fees

Documents:

[J05.PDF](#)

K. REPORTS

A. City Administrator Report

B. City Attorney Report

C. Council Member Reports

L. ADJOURNMENT

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

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

**** Open Forum ****

A maximum of twenty (20) minutes will be set aside for members of the public to address Council on any item not on the agenda.

- Presentations will be limited to three (3) minutes.
- Preference will be given to individuals who did not speak at the previous council meeting's Open Forum.
- Individuals may not speak more than once during Open Forum.
- All speakers must address the entire Council and will not be permitted to engage in dialogue.

Any individual addressing the Council will be asked by the presiding officer to clearly state his/her name and address prior to speaking before the Council or minimally during or after his/her presentation to the Council so that his/her name may be accurately recorded in the minutes of the meeting.

Time limits may be increased at the presiding officer's discretion. A Council Member may object to the extension of time to the speaker by the presiding officer. Such disapproval will be noted and a roll call will be taken on the question.

Generally, matters presented during the Open Forum which require further investigation or information shall be referred to City staff, and if Council determines that action is required, the item may be placed on a future agenda.

(Waukee City Council Rules of Procedure for Conduct of City

Council Business)



WAUKEE CITY COUNCIL
REGULAR MEETING

DATE: MONDAY, DECEMBER 19, 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

- F. MAYOR'S REPORT

- G. PRESENTATIONS:
 - 1) PROCLAMATION: In recognition of Dr. David Wilkerson upon his retirement as superintendent of the Waukeee Community School District

- H. PUBLIC HEARINGS: NONE

- NOTE: Public hearing on an ordinance to amend Chapter 301, Zoning Ordinance, City of Waukeee, Iowa, by rezoning and changing certain property therein from C-1 to R-3 /PD-1, a property known as a portion of Waukeee Central is **postponed** to a later date.*

- I. PUBLIC HEARING ACTION ITEMS: NONE

- J. ACTION ITEMS:
 - 1) CONSENT AGENDA
 - A. Consideration of approval of 12/19/2016 Bill List; 11/30/2016 Payroll
 - B. Consideration of approval of City Council Minutes of 12/05/2016 Regular Meeting, 12/12/2016 Special Meeting
 - C. Consideration of receipt and file of 12/02/2016 correspondence from Mediacom Communications Corporation regarding rate adjustments
 - D. Consideration of receipt and file of the purchase of 2016 Envirosight Rover X Crawler Inspection Camera System from Trans Iowa Equipment, LLC, of Ankeny, IA, in the amount of \$64,519.00
 - E. Consideration of approval of renewal of 12-month Class E Liquor License (LE) with Class B Wine Permit, Class C Beer Permit (Carryout Beer) and Sunday Sales privileges for Kum & Go, LC, d/b/a Kum & Go #59 [400 Prairie Bluff Drive]
 - F. Consideration of approval of a resolution approving 2017 legislative priorities
 - G. Consideration of approval of a resolution approving Memorandum of Understanding between Polk County and Waukeee regarding Central Iowa Regional Public Safety Communications System (CIRPSCS)
 - H. Consideration of approval of a resolution approving Agreement for the Termination of the Restrictive Covenant on property owned by the City of Waukeee
 - I. Consideration of approval of a resolution approving Professional Services Agreement Amendment No. 2 with Genus Landscape Architects [Fox Creek Park Improvement Project, Phase 1]
 - J. Consideration of approval of Payment Estimate No. 8 (Final) to Joiner Construction Co., Inc., for the Fox Creek Park Improvement Project, Phase I, in the amount of \$9,994.00
 - K. Consideration of approval of a resolution accepting public improvements [Fox Creek Park Improvement Project, Phase I]
 - L. Consideration of approval of Payment Estimate No. 1 to RDG Dahlquist Art Studio for Raccoon River Valley Trailhead Public Art Project in the amount of \$49,892.75

- M. Consideration of approval of Payment Estimate No. 2 to Rognes Corp. for the Northwest Area Trunk Sewer Extension, Phase 1 Project, in the amount of \$283,377.98
 - N. Consideration of approval of Payment Estimate No. 8 to McAninch Corporation for the Westtown Parkway/R-22 Intersection Improvement Project in the amount of \$381,101.43
 - O. Consideration of approval of release of retainage to J. R. Stelzer Co. for the 3rd Street Water Tower Refurbishment Project in the amount of \$25,907.00
 - P. Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Aztec Properties, LLC]
 - Q. Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [TSG Properties Waukee, LLC]
 - R. Consideration of approval of a Purchase Agreement, Public Storm Sewer Easement, and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 1)
 - S. Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 2)
 - T. Consideration of approval of a Purchase Agreement, Public Storm Sewer Easement, and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 3)
 - U. Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Greater Iowa Credit Union]
 - V. Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Robert F. Etzel Living Trust]
 - W. Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [TTM Alice, LLC]
 - X. Consideration of approval of a Purchase Agreement, Quit Claim Deed, Storm Sewer Easement, Electric Transmission Line Easement, and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4 [Aztec Properties, LLC; SJC Enterprises, Inc.]
 - Y. Consideration of approval of a resolution approving Sanitary Sewer Easement associated with Little Walnut Creek Lift Station Expansion Project [Broderick Family, L.P.]
 - Z. Consideration of approval of easements related to Brandon's Reserve [M&R Holdings, LLC]
 - AA. Consideration of approval of a motion setting January 3, 2017, 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 C-1 (Community and Highway Service Commercial District) to R-3 (Rental Multi-Family Residential District)/PD-1 (Planned Development Overlay) [Waukee Central Multi-Family]
 - BB. Consideration of approval of a motion setting January 3, 2017 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 K-RC (Kettlestone Retail Community District) [The Shops at Kettlestone North Plat 1]
 - CC. Consideration of approval of a resolution approving Agreement Concerning Construction of Fence [1600 Warrior Lane]
 - DD. Consideration of approval of a resolution approving Agreement Concerning Construction of Fence [1945 Brodie Street]
 - EE. Consideration of approval of a resolution approving Agreement Concerning Construction of Fence [495 NE Bobcat Drive]
 - FF. Consideration of approval of a resolution approving Agreement Concerning Construction of Fence [120 SE Golden Harvest Drive]
 - GG. Consideration of approval of a resolution approving Agreement Concerning Construction of Fence [2400 SE Riverbirch Lane]
- 2) **ORDINANCE:** Consideration of approval of an ordinance removing the Amendment No. 7 Area from the division of revenues under Iowa Code Section 403.19 for the Waukee Unified Urban Renewal Plan [third (final) reading]
 - 3) **RESOLUTION:** Consideration of approval of a resolution approving preliminary plat for Ashworth South Plat 1
 - 4) **RESOLUTION:** Consideration of approval of a resolution approving Addendum No. 1 to Standard Specifications for Public Improvements, Waukee, Iowa, [Kettlestone Street Lights]
 - 5) **RESOLUTION:** Consideration of approval of a resolution approving pet license replacement and late renewal fees

- K. REPORTS:**
- A. City Administrator Report
 - B. City Attorney Report
 - C. Council Member Reports
 - D. Upcoming City Council meetings: **01/03/2017 Regular Meeting, 01/16/2017 Regular Meeting, 01/23/2017 Work Session**

ADJOURNMENT

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

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

**** Open Forum****

A maximum of twenty (20) minutes will be set aside for members of the public to address Council on any item not on the agenda.

- Presentations will be limited to three (3) minutes.
- Preference will be given to individuals who did not speak at the previous council meeting's Open Forum.
- Individuals may not speak more than once during Open Forum.
- All speakers must address the entire Council and will not be permitted to engage in dialogue.

Any individual addressing the Council will be asked by the presiding officer to clearly state his/her name and address prior to speaking before the Council or minimally during or after his/her presentation to the Council so that his/her name may be accurately recorded in the minutes of the meeting.

Time limits may be increased at the presiding officer's discretion. A Council Member may object to the extension of time to the speaker by the presiding officer. Such disapproval will be noted and a roll call will be taken on the question.

Generally, matters presented during the Open Forum which require further investigation or information shall be referred to City staff, and if Council determines that action is required, the item may be placed on a future agenda.

(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: December 19, 2016

AGENDA ITEM: In recognition of Dr. David Wilkerson upon his retirement as superintendent of the Waukeee Community School District

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 Dr. Wilkerson.

ATTACHMENTS: I. Proclamation

PREPARED BY: Becky Schuett

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

PROCLAMATION

**IN RECOGNITION OF DR. DAVID WILKERSON UPON HIS
RETIREMENT AS SUPERINTENDENT OF THE WAUKEE
COMMUNITY SCHOOL DISTRICT**

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

WHEREAS, Dr. David Wilkerson started with the Waukee Community School District in 1994, when there were 1,200 students enrolled in the district; **AND**,

WHEREAS, he was named district superintendent in 2004 and upon his retirement effective January 31, 2017, the district will have grown to approximately 9,800 students and 1,200 employees, with continually increasing enrollment and several additional facilities in planning or construction phases, including a second high school and the Waukee Innovation and Learning Center (WILC); **AND**,

WHEREAS, it cannot be overstated that the City of Waukee's development within this same period is directly linked to the high-quality, state-of-the-art, and innovative school system that Dave has shepherded and which continues to be one of the major factors motivating people to put down roots in our community; **AND**,

WHEREAS, under Dave's steady leadership, the City of Waukee and the Waukee Community School District have strengthened our relationship, partnering on innumerable projects and initiatives that benefit the community as a whole.

NOW THEREFORE, I, William F. Peard, Mayor of Waukee, do hereby thank Dr. David Wilkerson sincerely for his years of dedication to the Waukee Community School District and his friendship with the City of Waukee, and I wish him health and happiness in retirement.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Waukee to be affixed this December 19, 2016.

William F. Peard, Mayor

City of Waukee

Bill Presentation Recap

December 19, 2016

Total Unpaid Bills Presented for Approval :

Total Checks Issued Prior to Council Approval:	\$853,332.87
Regular Checks:	
A) Prior to Last Council Meeting	\$21,334.85
B) After Last Council Meeting	\$53,348.03
C) Utility Refunds	\$3,105.14
D) Payroll Taxes & Reimbursements	\$182,953.34

Payroll Checks Issued:	
E) 11/30/2016	\$215,533.56

Grand Total: \$1,329,607.79

Linda Burkhardt
12-14-2016

FY 2017 Fund Recap:

	Expenditures		Revenues	
	Budgeted	Year To Date	Budgeted	Year To Date
010 General Fund	\$ 9,736,705	\$ 4,447,874	\$ 9,520,350	\$ 6,146,899
060 Road Use Tax Fund	\$ 2,145,066	\$ 1,033,035	\$ 1,822,167	\$ 917,075
075 Waukee Foundation	\$ -	\$ 24	\$ -	\$ 59,700
085 Asset Forfeitures	\$ -	\$ -	\$ -	\$ 172.00
091 Hickman West Indust Park TIF	\$ 421,355	\$ -	\$ 576,400	\$ 276,908
092 Enterprise Business Park TIF Fund	\$ 232,550	\$ -	\$ 600	\$ 521
093 Waukee Urban Renewal Area TIF Fund	\$ 2,988,360	\$ 13,737	\$ 2,780,500	\$ 1,391,358
094 Gateway Urban Renewal	\$ -	\$ 7,619	\$ -	\$ -
095 Autumn Ridge Urban Renewal	\$ -	\$ 445	\$ -	\$ -
110 Debt Service Fund	\$ 6,951,481	\$ 2,467,273	\$ 6,999,755	\$ 3,138,092
111 Special Assessments Fund	\$ 45,698	\$ -	\$ 42,200	\$ 24,944
210 Employee Benefits Fund	\$ 1,500,285	\$ -	\$ 1,504,285	\$ 755,230
327 Capital Projects	\$ 11,653,500	\$ 2,160,425	\$ 11,653,500	\$ 582,807
330 City Wide SA Sidewalk Project	\$ -	\$ -	\$ -	\$ 4,232
510 Water Utility Fund	\$ 3,910,801	\$ 1,831,049	\$ 3,671,507	\$ 2,294,065
520 Sewer Utility Fund	\$ 7,003,697	\$ 2,727,944	\$ 3,714,066	\$ 2,460,373
521 University Ave Trunk Sewer Project	\$ -	\$ -	\$ -	\$ 5,008
522 Waste Water Treatment Pl	\$ -	\$ -	\$ -	\$ 57
523 E Area Pump Sta Treatment	\$ -	\$ -	\$ -	\$ 201
540 Gas Utility Fund	\$ 5,590,810	\$ 1,586,959	\$ 5,491,100	\$ 1,324,070
560 Storm Sewer Utility Fund	\$ 1,148,970	\$ 248,656	\$ 891,150	\$ 377,068
570 Utility Bill Fund	\$ 264,790	\$ 107,298	\$ 264,750	\$ 90,855
590 Solid Waste Collect & Rcycl Fund	\$ 1,081,760	\$ 467,854	\$ 1,101,160	\$ 483,667
750 Golf Course Fund	\$ 507,595	\$ 273,017	\$ 592,300	\$ 269,783
810 Equipment Revolving Fund	\$ -	\$ -	\$ 30,000	\$ 219
Total:	\$ 55,183,423	\$ 17,373,208	\$ 50,655,790	\$ 20,603,303

City of Waukee
FY2017 Department Report - General Fund
As of December 19, 2016

General Fund:		<u>Expended YTD</u>	<u>Budgeted</u>	<u>\$ Remaining</u>
Police Department	Personnel Services	\$ 969,874		
	Supplies & Services	\$ 152,772		
	Capital Outlay	\$ 139,483		
		\$ 1,262,129	\$ 2,661,080	\$ 1,398,951
Warning Sirens	Personnel Services			
	Supplies & Services	\$ (979)		
	Capital Outlay			
		\$ (979)	\$ 2,000	\$ 2,979
Westcom Dispatch	Personnel Services			
	Supplies & Services	\$ 246,030		
	Capital Outlay			
		\$ 246,030	\$ 430,500	\$ 184,470
Fire Department	Personnel Services	\$ 325,556		
	Supplies & Services	\$ 27,064		
	Capital Outlay	\$ -		
		\$ 352,620	\$ 830,720	\$ 478,100
EMS	Personnel Services	\$ 310,908		
	Supplies & Services	\$ 36,288		
	Capital Outlay	\$ -		
		\$ 347,196	\$ 762,600	\$ 415,404
Building Inspection	Personnel Services	\$ 131,489		
	Supplies & Services	\$ 11,389		
	Capital Outlay	\$ 32,206		
		\$ 175,085	\$ 398,830	\$ 223,745
Animal Control	Personnel Services			
	Supplies & Services	\$ 2,443		
	Capital Outlay			
		\$ 2,443	\$ 1,000	\$ (1,443)
Library Services	Personnel Services	\$ 239,849		
	Supplies & Services	\$ 68,803		
	Capital Outlay	\$ -		
		\$ 308,651	\$ 852,275	\$ 543,624
Mosquito Control	Personnel Services	\$ -		
	Supplies & Services	\$ -		
	Capital Outlay	\$ -		
		\$ -	\$ 6,500	\$ 6,500
Parks	Personnel Services	\$ 116,127		
	Supplies & Services	\$ 99,081		
	Capital Outlay	\$ 69,648		
		\$ 284,855	\$ 480,297	\$ 195,442
Recreation	Personnel Services	\$ 151,551		
	Supplies & Services	\$ 72,268		
	Capital Outlay	\$ -		
		\$ 223,820	\$ 523,662	\$ 299,842
Community Center	Personnel Services	\$ 1,504		
	Supplies & Services	\$ 7,603		
	Capital Outlay	\$ -		
		\$ 9,107	\$ 24,320	\$ 15,213
Public Works	Personnel Services	\$ 60,977		
	Supplies & Services	\$ (3,523)		
	Capital Outlay	\$ -		

Public Works Building	Personnel Services	\$ -	\$ 57,455	\$ 73,644	\$ 16,189
	Supplies & Services	\$ 54,907			
	Capital Outlay	\$ -			
			\$ 54,907	\$ -	\$ (54,907)
Public Works Mechanic	Personnel Services	\$ 75,210			
	Supplies & Services	\$ 72,314			
	Capital Outlay	\$ -			
			\$ 147,525	\$ 171,750	\$ 24,225
Median and Bldg Grounds	Personnel Services				
	Supplies & Services	\$ 4,238			
	Capital Outlay				
			\$ 4,238	\$ 14,000	\$ 9,762
Mayor & Council	Personnel Services	\$ 14,375			
	Supplies & Services	\$ 6,047			
	Capital Outlay	\$ -			
			\$ 20,422	\$ 72,840	\$ 52,418
Elections	Personnel Services	\$ -			
	Supplies & Services	\$ -			
	Capital Outlay	\$ -			
			\$ -	\$ 8,000	\$ 8,000
Communications	Personnel Services	\$ 27,933			
	Supplies & Services	\$ 6,837			
	Capital Outlay	\$ -			
			\$ 34,770	\$ 114,808	\$ 80,038
Administration	Personnel Services	\$ 86,746			
	Supplies & Services	\$ 80,899			
	Capital Outlay	\$ 21,206			
			\$ 188,851	\$ 348,250	\$ 159,399
City Hall	Personnel Services	\$ -			
	Supplies & Services	\$ 26,988			
	Capital Outlay	\$ 1,003			
			\$ 27,991	\$ 79,000	\$ 51,009
Human Resources	Personnel Services	\$ 32,693			
	Supplies & Services	\$ 10,136			
	Capital Outlay	\$ -			
			\$ 42,829	\$ 80,138	\$ 37,309
Financial Administration	Personnel Services	\$ 65,654			
	Supplies & Services	\$ 20,612			
	Capital Outlay	\$ -			
			\$ 86,266	\$ 198,922	\$ 112,656
Community Development	Personnel Services	\$ 94,941			
	Supplies & Services	\$ 51,066			
	Capital Outlay	\$ -			
			\$ 146,006	\$ 324,240	\$ 178,234
City Attorney	Personnel Services	\$ -			
	Supplies & Services	\$ 78,897			
	Capital Outlay	\$ -			
			\$ 78,897	\$ 100,000	\$ 21,103
Development Services	Personnel Services	\$ 128,065			
	Supplies & Services	\$ (1,591)			
	Capital Outlay	\$ -			
			\$ 126,475	\$ 524,535	\$ 398,060
Information Technology	Personnel Services	\$ -			
	Supplies & Services				
	Capital Outlay	\$ 5,272			
			\$ 5,272	\$ -	\$ (5,272)
Engineering	Personnel Services	\$ 147,518			

	Supplies & Services	\$	21,168				
	Capital Outlay	\$	<u>12,924</u>				
				\$	181,609	\$	625,139
						\$	443,530
GIS	Personnel Services	\$	21,816				
	Supplies & Services	\$	(1,334)				
	Capital Outlay	\$	<u>12,924</u>				
				\$	33,406	\$	27,655
						\$	(5,751)
Transfers to GO Debt Service							
					<u>\$ 4,447,874</u>		<u>\$ 9,736,705</u>
							<u>\$ 5,288,831</u>

Total General Fund:

Personnel Services	\$	3,002,788
Supplies & Services	\$	1,150,421
Capital Outlay	\$	294,664.31
		<u>\$ 4,447,874</u>



Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TREASURER STATE OF IOWA	INV0002013	11/30/2016	NOV '16 WATER SALES TAXE	510-2030500	15,015.97
TREASURER STATE OF IOWA	INV0002014	11/30/2016	NOV '16 SEWER SALES TAXES	520-2030500	2,109.10
TREASURER STATE OF IOWA	INV0002015	11/30/2016	NOV '16 GAS SALES TAXES	540-2030500	3,777.44
TREASURER STATE OF IOWA	INV0002016	11/30/2016	NOV '16 STORM WATER SAL	560-2030500	1,438.40
TREASURER STATE OF IOWA	INV0002017	11/30/2016	NOV '16 GOLF COURSE SALE	750-2030500	35.89
TREASURER STATE OF IOWA	INV0002018	11/30/2016	NOV '16 PARK & REC SALES T	010-2030500	32.40
					22,409.20

Department: 1100 - POLICE OPERATIONS

GATEHOUSE MEDIA IOWA H	0000159893	11/27/2016	NOVEMBER '16 PUBLICATIO	010-10.1100.210000	88.75
GALL'S INC	006246279	10/15/2016	TRIPLE CURVE CERMAIC PLA	010-10.1100.760000	427.97
GALL'S INC	006428501	11/16/2016	MPA GUNFIGHTER HELMET -	010-10.1100.120000	708.94
ORKIN PEST CONTROL	151269813	12/19/2016	PEST CONTROL - POLICE	010-10.1100.400000	103.72
ULTRAMAX	160957	11/14/2016	AMMUNITION	010-10.1100.470010	289.00
STIVERS FORD	165659	11/28/2016	BATTERY INSPECTION	010-10.1100.410000	40.50
STIVERS FORD	166143	12/02/2016	REPAIR OIL LEAK	010-10.1100.410000	40.50
CITY OF WAUKEE - AR	201612026904	10/31/2016	OCT '16 MECHANICS FEES - P	010-10.1100.410050	45.00
CITY OF WAUKEE - AR	201612026904	10/31/2016	OCT '16 MECHANICS FEES - P	010-10.1100.410050	42.80
ELECTRONIC ENGINEERING C	221000292-1	11/18/2016	COMPLETE OPS CJEL/REPLA	010-10.1100.410000	2,021.00
CARPENTER UNIFORM CO	428857	12/02/2016	SHIRT - ARMSTRONG	010-10.1100.120000	60.99
FASTSIGNS	42-91045	12/08/2016	FOAMCORE SIGN	010-10.1100.460200	70.00
NATIONWIDE OFFICE CLEAN	55235	10/15/2016	OCTOBER '16 CLEANING - PO	010-10.1100.400100	554.24
ELECTRONIC ENGINEERING C	80007697	11/25/2016	MICRON RADIO SERVICE CAL	010-10.1100.540000	45.00
HEARTLAND CO-OP	INV0002037	11/30/2016	NOV '16 STATEMENT - POLIC	010-10.1100.570000	319.85
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-10.1100.100000	28,982.23
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-10.1100.100000	467.48
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-10.1100.450000	48.73
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-10.1100.450000	49.25
CITY OF WAUKEE	NOV16110140150	11/30/2016	NOV '16 STATEMENT	010-10.1100.480000	302.90
Department 1100 - POLICE OPERATIONS Total:					34,708.85

Department: 1300 - WESTCOM DISPATCH

CITY OF WEST DES MOINES	FN-2017-00000004	12/01/2016	DECEMBER '16 WESTCOM	010-10.1300.230010	33,763.09
Department 1300 - WESTCOM DISPATCH Total:					33,763.09

Department: 1400 - FIRE PROTECTION

FIRE SERVICE TRAINING BUR	000503	12/05/2016	REG FEE - KASZINSKI	010-10.1400.470000	12.50
GALL'S INC	006444497	11/18/2016	FLEXFIT PROFORMANCE CAP	010-10.1400.120000	6.48
GALL'S INC	006456729	11/21/2016	WATCH CAP - HARDIN	010-10.1400.120000	9.31
GALL'S INC	006487721	11/25/2016	STRICKER TORRENT - FREDER	010-10.1400.120000	86.79
ED M FELD EQUIPMENT CO	0304531-IN	12/01/2016	CAP RADIATOR OVERFLOW	010-10.1400.410000	136.55
ED M FELD EQUIPMENT CO	0304540-IN	12/01/2016	EXPANSION RING/GASKET	010-10.1400.410100	44.52
ED M FELD EQUIPMENT CO	0304544-IN	12/01/2016	KIT CONV/REPAIR WITH BAL	010-10.1400.410000	84.02
INTERSTATE ALL BATTERY CE	1924601031141	12/09/2016	SHOP BATTERIES	010-10.1400.590000	16.40
CITY OF WAUKEE - AR	201612026905	10/31/2016	OCTOBER '16 MECAHNICS FE	010-10.1400.410050	12.32
CITY OF WAUKEE - AR	201612026905	10/31/2016	OCTOBER '16 MECAHNICS FE	010-10.1400.410050	315.00
ADEL AUTO PARTS	348747	12/02/2016	BLUE DEF 2.5 GALLONS	010-10.1400.410000	50.00
ADEL AUTO PARTS	348827	12/03/2016	SS LED CHR M PLATE LMP	010-10.1400.410000	13.88
KUM & GO	47782419	11/30/2016	NOV '16 STATEMENT	010-10.1400.570000	588.27
CLIVE POWER EQUIPMENT	593841	12/09/2016	CAP ASSY	010-10.1400.410100	7.02
NATIONAL FIRE PROTECTION	6861813X	11/29/2016	NFPA RENEWAL	010-10.1400.280000	175.00
GRAINGER PARTS	9290877480	11/28/2016	FIT CHECK AMPULES	010-10.1400.540000	49.60
FASTENAL COMPANY	IAGRM84433	11/23/2016	PLUG	010-10.1400.410000	1.28
TOYNE INC	IN0004174	11/23/2016	AIR TANK DRAIN W/SFT CAB	010-10.1400.410000	72.76
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-10.1400.100000	5,249.60
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-10.1400.100000	100.68

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAUKEE HARDWARE & VARI	INV0002065	11/30/2016	NOVEMBER '16 STATEMENT	010-10.1400.400000	34.47
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-10.1400.450000	49.25
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-10.1400.450000	45.65
CITY OF WAUKEE	NOV16110140150	11/30/2016	NOV '16 STATEMENT	010-10.1400.480000	200.75
Department 1400 - FIRE PROTECTION Total:					7,362.10
Department: 1500 - EMS					
FIRE SERVICE TRAINING BUR	000503	12/05/2016	REG FEE - KASZINSKI	010-10.1500.470000	12.50
GALL'S INC	006444497	11/18/2016	FLEXFIT PROFORMANCE CAP	010-10.1500.120000	6.49
GALL'S INC	006456729	11/21/2016	WATCH CAP - HARDIN	010-10.1500.120000	9.31
GALL'S INC	006487721	11/25/2016	STRICKER TORRENT - FREDER	010-10.1500.120000	86.79
FRUSA EMS	10443	12/07/2016	NOV '16 AMBULANCE BILLIN	010-10.1500.231800	1,103.87
KUM & GO	47782419	11/30/2016	NOV '16 STATEMENT	010-10.1500.570000	588.26
BOUND TREE MEDICAL	82335384	11/23/2016	MEDICAL SUPPLIES	010-10.1500.590050	89.50
BOUND TREE MEDICAL	82337413	11/28/2016	MEDICAL SUPPLIES	010-10.1500.590050	76.31
BOUND TREE MEDICAL	82338856	11/29/2016	MEDICAL SUPPLIES	010-10.1500.590050	240.88
BOUND TREE MEDICAL	82338857	11/29/2016	MEDICAL SUPPLIES	010-10.1500.590050	57.90
ARROW INTERNATIONAL, IN	94390994	11/22/2016	MEDICAL SUPPLIES	010-10.1500.590050	560.03
WPS MEDICARE	INV0002033	12/07/2016	REFUND INCIDENT # 15-116	010-10.1500.3529900	299.00
IOWA MEDICAID	INV0002034	12/07/2016	REFUND INCIDENT # 15-117	010-10.1500.3529900	143.62
IOWA MEDICAID	INV0002035	12/07/2016	REFUND INCIDENT # 15-110	010-10.1500.3529900	151.45
JOSEPH BORCHARDT	INV0002036	12/07/2016	REFUND INCIDENT # 15-116	010-10.1500.3529900	223.28
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-10.1500.100000	5,249.59
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-10.1500.100000	100.67
MERCY SCHOOL OF EMERGE	INV0002063	12/04/2016	CARDIAC REPIRATORY ARRES	010-10.1500.470000	10.00
MERCY SCHOOL OF EMERGE	INV0002064	12/06/2016	EMS MEDICATIONS	010-10.1500.590050	515.76
WAUKEE HARDWARE & VARI	INV0002065	11/30/2016	NOVEMBER '16 STATEMENT	010-10.1500.400000	34.46
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-10.1500.450000	45.65
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-10.1500.450000	49.25
CITY OF WAUKEE	NOV16110140150	11/30/2016	NOV '16 STATEMENT	010-10.1500.480000	200.75
Department 1500 - EMS Total:					9,855.32
Department: 1600 - STREET LIGHTING					
SNYDER & ASSOCIATES INC	115.0763.01-3	11/18/2016	SOUTHFORK ST LIGHTING DE	060-30.1600.760000	888.00
FOTH INFRASTRUCTURE & E	50253	11/21/2016	NE DOUGLAS LIGHTING NE D	060-30.1600.230000	950.50
Department 1600 - STREET LIGHTING Total:					1,838.50
Department: 1601 - TRAFFIC SIGNALS					
SNYDER & ASSOCIATES INC	114.0475.01-14	11/30/2016	HICKMAN RD & DARTMOOR	327-90.1601.235020	3,271.70
SNYDER & ASSOCIATES INC	116.0901.01-2	11/16/2016	US HWY 6 & WESTGATE DR I	327-90.1601.235030	7,770.00
MID AMERICAN ENERGY	570221216	12/08/2016	DECEMBER '16 STATEMENT	060-30.1601.480000	14.96
Department 1601 - TRAFFIC SIGNALS Total:					11,056.66
Department: 1900 - BUILDING INSPECTION					
TYLER TECHNOLOGIES INC	025-174859	12/01/2016	ENERGOV	010-10.1900.740000	4,476.15
CITY OF WAUKEE - AR	201612026911	10/31/2016	OCTOBER '16 MECHANICS- D	010-10.1900.410050	87.17
CITY OF WAUKEE - AR	201612026911	10/31/2016	OCTOBER '16 MECHANICS- D	010-10.1900.410050	45.00
HEARTLAND CO-OP	INV0002045	11/30/2016	NOVEMBER '16 STATEMENT	010-10.1900.570000	194.91
HEARTLAND CO-OP	INV0002046	10/31/2016	OCTOBER '16 STATEMENT -	010-10.1900.570000	248.72
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-10.1900.100000	3,954.30
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-10.1900.100000	75.84
Department 1900 - BUILDING INSPECTION Total:					9,082.09
Department: 2130 - ALICES ROAD PROJECT					
CIVIL ENGINEERING CONSUL	0021604-IN	11/28/2016	SE ESKER RIDGE DRIVE	327-90.2130.230051	2,420.00
SNYDER & ASSOCIATES INC	115.0204.01-19	11/30/2016	ALICES PHASE 4	327-90.2130.840470	215.58
SNYDER & ASSOCIATES INC	116.0732.01-2	11/18/2016	HICKMAN & ALICES IMPRVM	327-90.2130.230040	5,712.50
CONFLUENCE	13575	11/30/2016	PLANNING CONTRACT - PHA	327-90.2130.840470	143.46
CONFLUENCE	13576	11/30/2016	KETTLESTONE STREETScape	327-90.2130.840470	19.50
CONFLUENCE	13577	11/30/2016	PLANNING ADDENDUM 5	327-90.2130.840470	5,629.34
FOTH INFRASTRUCTURE & E	50253	11/21/2016	ACCESS MANAGEMENT REVI	327-90.2130.230040	2,052.50
FOTH INFRASTRUCTURE & E	50253	11/21/2016	ESKER RIDGE ESTIMATE	327-90.2130.230051	127.00
FOTH INFRASTRUCTURE & E	50256	11/21/2016	ALICES RD UNIVERSITY/HICK	327-90.2130.230040	8,006.24
FOTH INFRASTRUCTURE & E	50259	11/21/2016	ALCIES ROAD STREET LIGHTI	327-90.2130.230020	459.00

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FOTH INFRASTRUCTURE & E	50274	11/22/2016	GPP & ESKER RIDGE TRAFFIC	327-90.2130.230051	1,546.00
Department 2130 - ALICES ROAD PROJECT Total:					26,331.12
Department: 2131 - ESKER RIDGE - RISE PROJECT					
FOTH INFRASTRUCTURE & E	50261	11/21/2016	SE ESKER RIDGE DRIVE RISE	327-90.2131.230051	918.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	SE ESKER RIDGE DRIVE - CON	327-90.2131.230051	135.00
Department 2131 - ESKER RIDGE - RISE PROJECT Total:					1,053.00
Department: 2132 - ASHWORTH ROAD IMPROVEMENTS					
FOTH INFRASTRUCTURE & E	50253	11/21/2016	ESTIMATING SE ASHWORTH	327-90.2132.230000	2,972.00
Department 2132 - ASHWORTH ROAD IMPROVEMENTS Total:					2,972.00
Department: 2133 - 10TH STREET IMPROVEMENTS					
FOTH INFRASTRUCTURE & E	50253	11/21/2016	10TH STREET REALIGNMENT	327-90.2133.230000	153.00
Department 2133 - 10TH STREET IMPROVEMENTS Total:					153.00
Department: 2150 - PARK & REC COMPLEX					
CONFLUENCE	13571	11/30/2016	HIGHSCHOOL/SPORS COMPL	327-90.2150.980110	8,500.00
Department 2150 - PARK & REC COMPLEX Total:					8,500.00
Department: 2400 - ANIMAL CONTROL					
BRODERICK ANIMAL CLINIC	139875	11/16/2016	CANINE/FELINE BOARDING	010-10.2400.340000	440.00
Department 2400 - ANIMAL CONTROL Total:					440.00
Department: 3100 - LIBRARY SERVICES					
IOWA FIRE EQUIPMENT CO	291007	11/28/2016	ANNUAL FIRE EXTINGUISHER	010-40.3100.400000	25.50
PRESSURE POINT CLEANERS	2918	12/02/2016	BUILDING WASH/WINDOW	010-40.3100.400100	1,693.00
MID AMERICAN ENERGY	520161116	11/16/2016	NOVEMBER '16 STATEMENT	010-40.3100.480000	2,033.21
DREES CO.	6644	11/01/2016	INSTALL NEW IGNITOR	010-40.3100.400000	302.54
ORIENTAL TRADING CO	680668147-01	11/17/2016	PROMOTIONS FOR CHRISTM	010-40.3100.210100	74.76
OFFICE DEPOT	879561128001	11/15/2016	PAPER/TAPE/LABELS/BATTE	010-40.3100.580000	135.97
OFFICE DEPOT	879561403001	11/18/2016	STAMP PADS	010-40.3100.580000	35.94
OFFICE DEPOT	879561404001	11/16/2016	KRAFT GROCERY BAGS	010-40.3100.580000	16.39
OFFICE DEPOT	881478916001	11/22/2016	FOAM BOARDS/TAPE/GLUE/	010-40.3100.580000	101.64
OFFICE DEPOT	881479903001	11/23/2016	HOT GLUE STICK	010-40.3100.580000	4.19
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-40.3100.100000	7,383.71
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-40.3100.100000	144.28
MARTHA STEWART LIVING	INV0002078	10/07/2016	SUBSCRIPTION	010-40.3100.640000	9.99
HIGHLIGHTS	INV0002079	11/10/2016	SUBSCRIPTION	010-40.3100.640000	39.96
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-40.3100.450000	157.85
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-40.3100.450000	49.25
CITY OF WAUKEE	NOV16310	11/30/2016	NOVEMBER '16 STATEMENT	010-40.3100.480000	403.03
Department 3100 - LIBRARY SERVICES Total:					12,611.21
Department: 4100 - PARKS					
IOWA ASSOCIATION OF MU	12012016	12/01/2016	CIASSO DECEMBER - FEBRUA	010-40.4100.470000	342.27
CAPITAL CITY EQUIPMENT C	15298D	11/08/2016	STUMP GRINDER	010-40.4100.390000	292.50
MIDWEST BEARING & SUPPL	1550572RI	12/02/2016	PARTS	010-40.4100.410100	58.15
TRUGREEN	19218228	10/29/2016	TRIANGLE PARK WALNUT &	010-40.4100.590100	35.00
CITY OF WAUKEE - AR	201612026906	10/31/2016	OCTOBER '16 MECAHNICS FE	010-40.4100.410050	900.00
CITY OF WAUKEE - AR	201612026906	10/31/2016	OCTOBER '16 MECAHNICS FE	010-40.4100.410050	819.46
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- P	010-40.4100.410050	92.70
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- P	010-40.4100.410050	46.57
CITY OF WAUKEE - AR	201612056937	11/30/2016	NOVEMBER '16 MECHANICS	010-40.4100.410050	742.50
CITY OF WAUKEE - AR	201612056937	11/30/2016	NOVEMBER '16 MECHANICS	010-40.4100.410050	1,559.02
ARNOLD MOTOR SUPPLY	21-703970	12/05/2016	PULLER	010-40.4100.410100	31.99
CFI SALES INC	229110	11/09/2016	TOOL CAT	010-40.4100.410100	286.50
MULCH MART	37787	11/23/2016	TOWABLE LIFT RENTAL	010-40.4100.390000	195.00
VAN-WALL EQUIPMENT INC	470233	11/30/2016	KNOB/LOW VISCOS/IDLER	010-40.4100.410100	69.34
VAN-WALL EQUIPMENT INC	473971	12/06/2016	LUBRICANT	010-40.4100.410100	12.94
CLIVE POWER EQUIPMENT	593401	12/01/2016	PULLEY	010-40.4100.410100	178.55
CLIVE POWER EQUIPMENT	593686	12/06/2016	ROLLER SCALP/ANTI SCALP K	010-40.4100.410100	31.37
MENARDS	62812	11/21/2016	RETURN 7OCT LED SPHERE R	010-40.4100.461300	-11.99
MENARDS	62908	11/22/2016	48" DRIVEWAY MARKER	010-40.4100.540000	188.00
BAILEY IRRIGATION INC	8693	12/12/2016	IRRIGATION MAINTENANCE	010-40.4100.480100	445.00

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FULLER PETROLEUM SERVIC	98675	12/12/2016	FUEL	010-40.4100.570000	251.86
FASTENAL COMPANY	IAGRM84238	11/15/2016	PARTS	010-40.4100.540000	5.00
WAUKEE HARDWARE & VARI	INV0002044	11/30/2016	NOV '16 STATEMENT	010-40.4100.410300	477.87
WAUKEE HARDWARE & VARI	INV0002044	11/30/2016	NOV '16 STATEMENT	010-40.4100.461300	10.99
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-40.4100.100000	556.81
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-40.4100.100000	1,420.34
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-40.4100.100000	284.07
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-40.4100.100000	10.68
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-40.4100.100000	2.14
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-40.4100.100000	27.24
HEARTLAND CO-OP	INV0002052	11/30/2016	NOVEMBER '16 STATEMENT	010-40.4100.570000	220.44
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-40.4100.450000	14.65
CITY OF WAUKEE	NOV16410	11/30/2016	NOV '16 STATEMENT	010-40.4100.480000	332.84
Department 4100 - PARKS Total:					9,929.80

Department: 4200 - RECREATION

ROUNDED MINDS	201608	11/22/2016	FALL SOCCER SEASON	010-40.4200.460550	691.20
CITY OF WAUKEE - AR	201612026907	10/31/2016	OCTOBER '16 MECHANICS FE	010-40.4200.410050	20.86
CITY OF WAUKEE - AR	201612026907	10/31/2016	OCTOBER '16 MECHANICS FE	010-40.4200.410050	22.50
LISA BUELOW	INV0002038	12/12/2016	INDOOR VOLLEYBALL LEAGU	010-40.4200.460050	440.00
STEVE MCINTYRE	INV0002039	12/12/2016	INDOOR VOLLEYBALL LEAGU	010-40.4200.460050	440.00
PHIL DICKEY	INV0002040	12/12/2016	TKD NINJAS SESSION #2	010-40.4200.460550	1,148.00
STEM EDUCATION & LEARNI	INV0002041	12/06/2016	MECHANICAL ENGINEERING	010-40.4200.460550	180.00
MUFFY'S PRINCESSES	INV0002042	12/02/2016	ELF & REINDEER FOR WINTE	010-40.4200.461700	160.00
CHARLES GABUS FORD	INV0002043	11/29/2016	LATE PAYMENT FEES	010-40.4200.460500	68.16
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-40.4200.100000	3,397.49
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-40.4200.100000	65.16
HEARTLAND CO-OP	INV0002053	11/30/2016	NOVEMBER '16 STATEMENT	010-40.4200.570000	31.00
SAM'S CLUB	INV0002072	11/29/2016	VACCUMS/SUPPLIES	010-40.4200.461700	92.09
BREANNA ELAM LLC	INV0002080	11/29/2016	FALL SESSION TOT	010-40.4200.460550	612.00
ONE SOURCE	PLUS4380-20161130	11/30/2016	BACKGROUND CHECKS	010-40.4200.470000	37.00
Department 4200 - RECREATION Total:					7,405.46

Department: 4300 - COMMUNITY CENTER

T & T SPRINKLER SERVICE, IN	16-8517	11/14/2016	ZONES WINTERIZED	010-40.4300.410300	156.00
RJ LAWN SERVICE INC	17284	11/30/2016	FALL CLEANUP	010-40.4300.410300	320.00
IOWA FIRE EQUIPMENT CO	291006	11/28/2016	ANNUAL FIRE EXTINGUISHER	010-40.4300.400000	10.50
NATIONWIDE OFFICE CLEAN	53963	09/06/2016	WINDOW CLEANING - COM	010-40.4300.400100	63.00
SAM'S CLUB	INV0002072	11/29/2016	VACCUMS/SUPPLIES	010-40.4300.540000	299.96
JUDITH HARMS	INV0002082	12/13/2016	COMMUNITY CENTER RENTA	010-40.4300.4531000	80.00
CITY OF WAUKEE	NOV16430	11/30/2016	NOV '16 STATEMENT	010-40.4300.480000	69.10
Department 4300 - COMMUNITY CENTER Total:					998.56

Department: 5300 - STORM WATER

SNYDER & ASSOCIATES INC	115.0204.01-19	11/30/2016	2016 SOUTHFORK DAM OUT	560-80.5300.230000	150.00
PUBLIC FINANCIAL MANAGE	19667	12/02/2016	FY17 RETAINER FEES	560-80.5300.230000	3,500.00
CITY OF WAUKEE - AR	201612026915	10/31/2016	OCTOBER '16 MECHANICS- S	560-80.5300.410050	90.00
CITY OF WAUKEE - AR	201612026915	10/31/2016	OCTOBER '16 MECHANICS- S	560-80.5300.410050	45.66
G & L CLOTHING	2-175957	12/01/2016	BIBS/PANTS - TIBBLES	560-80.5300.120000	271.78
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	560-80.5300.470000	19.25
G & L CLOTHING	2-737870	11/08/2016	SHIRTS - TIBBLES	560-80.5300.120000	166.00
FOTH INFRASTRUCTURE & E	50257	11/21/2016	CENTENNIAL PARK STREAM	560-80.5300.880015	341.56
MC ANINCH CORPORATION	8197	11/22/2016	WESTOWN PARKWAY STOR	560-80.5300.880016	6,890.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	HAWTHORN RIDGE TOWNH	560-80.5300.230000	5,020.52
VEENSTRA & KIMM INC	INV0002011	11/21/2016	NOVEMBER '16 STATEMENT	560-80.5300.230000	18.00
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	560-80.5300.100000	2,749.08
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	560-80.5300.100000	494.29
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	560-80.5300.100000	47.84
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	560-80.5300.100000	7.82
HEARTLAND CO-OP	INV0002061	11/30/2016	NOVEMBER '16 STATEMENT	560-80.5300.570000	143.25
ISWEP	INV0002074	12/06/2016	STORM WATER SUMMIT - TI	560-80.5300.470000	145.00

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LANDS END BUSINESS OUTFI	SIN4439810	11/17/2016	POLOS/VEST/CARDIGANS - C	560-80.5300.120000	259.00
Department 5300 - STORM WATER Total:					20,359.05
Department: 6000 - PUBLIC WORKS					
IOWA ASSOCIATION OF MU	200002871	11/09/2016	ENERGY CONFERENCE - ROY	010-20.6000.470000	225.00
CITY OF WAUKEE - AR	201612026909	10/31/2016	OCTOBER '16 MECHANICS- P	010-20.6000.410050	22.50
CITY OF WAUKEE - AR	201612026909	10/31/2016	OCTOBER '16 MECHANICS- P	010-20.6000.410050	21.40
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-20.6000.100000	5,589.76
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-20.6000.100000	102.32
HEARTLAND CO-OP	INV0002054	11/30/2016	NOVEMBER '16 STATEMENT	010-20.6000.570000	211.10
LANDS END BUSINESS OUTFI	SIN4439810	11/17/2016	POLOS/VEST/CARDIGANS - C	010-20.6000.120000	198.50
Department 6000 - PUBLIC WORKS Total:					6,370.58
Department: 6010 - PUBLIC WORKS BUILDING					
G & K SERVICES INC	1183623232	11/16/2016	MAT SERVICES - PUB. WORK	010-20.6010.400000	137.77
G & K SERVICES INC	1183629946	11/30/2016	MAT SERVICES - PUB. WORK	010-20.6010.400000	137.77
MMIT BUSINESS SOLUTIONS	291241	11/29/2016	KIP-3000	010-20.6010.580000	278.30
HY-VEE	3072760707	11/07/2016	WATER FOR CONF. ROOMS/	010-20.6010.590000	50.49
TECH 24 - COMMERCIAL FO	4656476	11/22/2016	REPAIR DOOR	010-20.6010.400000	140.00
CINTAS CORPORATION	5006529400	12/02/2016	FIRST AID KIT SUPPLIES	010-20.6010.400000	227.99
NATIONWIDE OFFICE CLEAN	56821	11/30/2016	ALL VCT	010-20.6010.400000	1,852.00
MENARDS	62684	11/19/2016	PONDEROSA PINE TREE	010-20.6010.580000	221.49
OVERHEAD DOOR COMPANY	69422	11/25/2016	MODULE RSX - CHECKED CO	010-20.6010.400000	182.00
FASTENAL COMPANY	IAGRM84383	11/22/2016	LOCKING PLIERS	010-20.6010.590000	20.23
HEARTLAND CO-OP	INV0002054	11/30/2016	NOVEMBER '16 STATEMENT	010-20.6010.590000	104.05
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-20.6010.450000	142.25
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-20.6010.450000	443.23
CITY OF WAUKEE	NOV16601	11/30/2016	NOV '16 STATEMENT	010-20.6010.480000	690.43
Department 6010 - PUBLIC WORKS BUILDING Total:					4,628.00
Department: 6150 - PUBLIC WORKS MECHANIC					
SPRAYER SPECIALTIES INC	0979077-IN	12/01/2016	VALVE/BARB	010-20.6150.570130	76.32
GRAHAM TIRE OF DES MOIN	1100086926	12/08/2016	WRANGLER	010-20.6150.570130	516.16
ELECTRONIC ENGINEERING C	120001181-1	10/27/2016	MIC/CRIMP	010-20.6150.570130	292.85
ROCKMOUNT RESEARCH & A	1222255	12/01/2016	ZETA STRIP	010-20.6150.570130	1,191.47
HAWKEYE TRUCK EQUIPMEN	123846	11/30/2016	PARKING JACK	010-20.6150.570130	231.30
MATHESON TRI-GAS INC	14445912	11/30/2016	C-25 HIGH GRADE AWS WEL	010-20.6150.590000	98.20
INTERSTATE ALL BATTERY CE	1924699011700	11/30/2016	BATTERY	010-20.6150.570130	510.80
VANDER HAAGS INC	2-177385	11/28/2016	FUEL TANK	010-20.6150.570130	650.00
TRUCK EQUIPMENT INC	279163	11/23/2016	OVAL BLACK NERF BARS	010-20.6150.570130	179.33
TRUCK EQUIPMENT INC	279271	11/29/2016	CUTTING EDGE KIT/URETHA	010-20.6150.570130	1,483.10
TRUCK EQUIPMENT INC	279482	12/06/2016	CENTER KIT MVP+	010-20.6150.570130	153.29
ADEL AUTO PARTS	348422	11/28/2016	AIR FILTER	010-20.6150.570110	42.72
ADEL AUTO PARTS	348429	11/28/2016	POSTS	010-20.6150.570130	3.54
ADEL AUTO PARTS	348430	11/28/2016	AIR FILTER	010-20.6150.570110	42.72
ADEL AUTO PARTS	348510	11/29/2016	BOLT	010-20.6150.570130	5.54
ADEL AUTO PARTS	348599	11/30/2016	AIR FILTER/OIL FILTER	010-20.6150.570110	97.91
ADEL AUTO PARTS	348609	11/30/2016	FUEL FILTER	010-20.6150.570110	7.85
ADEL AUTO PARTS	348617	11/30/2016	OIL FILTERS	010-20.6150.570110	21.92
ADEL AUTO PARTS	348617	11/30/2016	OIL FILTERS	010-20.6150.590000	3.52
ADEL AUTO PARTS	348642	12/01/2016	FUEL FILTER	010-20.6150.570110	15.70
ADEL AUTO PARTS	348710	12/02/2016	AIR FILTER	010-20.6150.570110	96.90
IOWA DEPT OF TRANSPORTA	37317	11/18/2016	BLADE DRAG CARBIDE/BLAD	010-20.6150.570130	7,545.75
TOMPKINS INDUSTRIES	403399048	11/22/2016	PARTS	010-20.6150.570130	11.48
TOMPKINS INDUSTRIES	403399377	11/30/2016	PARTS	010-20.6150.570130	30.19
ACCURATE HYDRAULICS & M	46439	12/06/2016	NEW WHITE RS MOTORS	010-20.6150.570130	649.57
MATHESON TRI-GAS INC	51112231	11/30/2016	CYLINDERS	010-20.6150.590000	76.50
MIDWEST WHEEL COMPANI	618454-00	11/30/2016	FORWARD LIGHTING LED/LA	010-20.6150.570130	373.64
MURPHY TRACTOR & EQUIP	643418	11/30/2016	ANTENNA/WASHER	010-20.6150.570130	38.78
CAPITAL CITY EQUIPMENT C	69849D	10/26/2016	HANDLE ASSY/HANDLE JO	010-20.6150.570130	-381.55
CAPITAL CITY EQUIPMENT C	71427D	12/08/2016	CYLINDER/HOSE	010-20.6150.570130	741.03
C2G CORPORATION	CG4297	11/29/2016	ULTRA VIOLET WASH&WAX/	010-20.6150.590000	393.41

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-20.6150.100000	1,977.15
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-20.6150.100000	37.92
HEARTLAND CO-OP	INV0002059	11/30/2016	NOVEMBER '16 STATEMENT	010-20.6150.570000	145.45
Department 6150 - PUBLIC WORKS MECHANIC Total:					17,360.46

Department: 6510 - WATER UTILITY

STANLEY CONSULTANTS INC.	0191356	11/21/2016	WATER TOWER RENOVATIO	510-30.6510.881200	6,796.94
STANLEY CONSULTANTS INC.	0191655	11/29/2016	WATER TOWER RENOVATIO	510-30.6510.881200	3,924.93
MUNICIPAL SUPPLY, INC.	0643320-IN	11/23/2016	METER	510-30.6510.592000	2,864.00
MUNICIPAL SUPPLY, INC.	0644020-IN	11/30/2016	METER	510-30.6510.592000	1,710.20
IOWA ASSOCIATION OF MU	12012016	12/01/2016	CIASSO DECEMBER - FEBRUA	510-30.6510.470000	342.27
IOWA ONE CALL	186592	12/07/2016	NOVEMBER '16 STATEMENT	510-30.6510.340000	232.10
PUBLIC FINANCIAL MANAGE	19667	12/02/2016	FY17 RETAINER FEES	510-30.6510.230000	5,000.00
CITY OF WAUKEE - AR	201612026916	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	16.88
CITY OF WAUKEE - AR	201612026916	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	8.62
CITY OF WAUKEE - AR	201612026917	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	1.98
CITY OF WAUKEE - AR	201612026917	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	6.75
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	92.70
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	46.57
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	810.00
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS-	510-30.6510.410050	1,133.31
CITY OF WAUKEE - AR	201612026920	10/31/2016	OCTOBER '16 MECHANICS-W	510-30.6510.410050	59.68
CITY OF WAUKEE - AR	201612076974	10/31/2016	WATER TOWER PROG. MEET	510-30.6510.881200	150.00
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	510-30.6510.470000	19.25
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	510-30.6510.470000	13.56
MID-IOWA SOLID WASTE EQ	42909	11/28/2016	DEBRIS BODY WEAR PLATE	510-30.6510.410000	163.32
FULLER PETROLEUM SERVIC	98675	12/12/2016	FUEL	510-30.6510.570000	251.86
VEENSTRA & KIMM INC	INV0002011	11/21/2016	WATER MODEL UPDATE	510-30.6510.230000	300.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	MOBILE HOME PARK FLOW	510-30.6510.230000	2,006.64
VEENSTRA & KIMM INC	INV0002011	11/21/2016	NOVEMBER '16 STATEMENT	510-30.6510.230000	18.00
DES MOINES WATER WORKS	INV0002028	11/30/2016	3RD QTR 2016 WSS O&M	510-30.6510.650010	26,121.64
DES MOINES WATER WORKS	INV0002029	11/28/2016	NOV '16 STATEMENT	510-30.6510.650000	50,092.62
DES MOINES WATER WORKS	INV0002030	11/28/2016	NOV '16 STATEMENT	510-30.6510.650000	15,281.36
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	510-30.6510.100000	494.29
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	510-30.6510.100000	710.17
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	510-30.6510.100000	1,221.18
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	510-30.6510.100000	1,420.34
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	510-30.6510.100000	20.98
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	510-30.6510.100000	7.82
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	510-30.6510.100000	13.62
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	510-30.6510.100000	13.96
HEARTLAND CO-OP	INV0002056	11/30/2016	NOVEMBER '16 STATEMENT	510-30.6510.570000	530.81
WAUKEE HARDWARE & VARI	INV0002076	11/30/2016	NOVEMBER '16 STATEMENT	510-30.6510.590000	35.11
APWA IOWA CHAPTER	INV0002077	12/08/2016	2016 WINTER MAINTENANC	510-30.6510.470000	280.00
CITY OF WAUKEE	NOV16651	11/30/2016	NOV '16 STATEMENT	510-30.6510.480000	385.36
ONE SOURCE	PLUS4380-20161130	11/30/2016	BACKGROUND CHECKS	510-30.6510.470000	17.50
Department 6510 - WATER UTILITY Total:					122,616.32

Department: 6520 - SANITARY SEWERS & TREATMENT

FAREWAY STORES, INC.	00301121	12/01/2016	DEC SAFETY TRAINING FOOD	520-30.6520.470000	17.98
IOWA ASSOCIATION OF MU	12012016	12/01/2016	CIASSO DECEMBER - FEBRUA	520-30.6520.470000	342.27
PUBLIC FINANCIAL MANAGE	19667	12/02/2016	FY17 RETAINER FEES	520-30.6520.230000	5,000.00
MIDWEST ENVIRONMENTAL	20161004	11/26/2016	WASTEWATER SAMPLE ANA	520-30.6520.250000	1,932.00
CITY OF WAUKEE - AR	201612026913	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	112.50
CITY OF WAUKEE - AR	201612026913	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	129.54
CITY OF WAUKEE - AR	201612026916	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	11.25
CITY OF WAUKEE - AR	201612026916	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	5.75
CITY OF WAUKEE - AR	201612026917	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	6.75
CITY OF WAUKEE - AR	201612026917	10/31/2016	OCTOBER '16 MECHANICS-S	520-30.6520.410050	1.98
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	46.57
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	92.70
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	1,133.32

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS- S	520-30.6520.410050	810.00
CITY OF WAUKEE - AR	201612076968	10/31/2016	NW TRUNK SEWER EXTENSI	520-30.6520.883091	5,587.50
CAPITOL R & D	21145	11/23/2016	FILTERS	520-30.6520.411200	205.96
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	520-30.6520.470000	13.56
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	520-30.6520.470000	19.25
MID-IOWA SOLID WASTE EQ	42909	11/28/2016	DEBRIS BODY WEAR PLATE	520-30.6520.410000	163.33
ELECTRICAL ENGINEERING E	4903129-00	11/28/2016	GEL	520-30.6520.590000	148.80
AHLERS & COONEY PC	720744	11/29/2016	SOUTHWEST AREA TRUNK S	520-30.6520.883092	1,800.00
FULLER PETROLEUM SERVIC	98675	12/12/2016	FUEL	520-30.6520.570000	251.86
HD SUPPLY WATERWORKS	G439508	11/16/2016	FRAME	520-30.6520.880100	565.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	OUTFALL SEWER CORRIDOR	520-30.6520.230000	13,898.12
VEENSTRA & KIMM INC	INV0002011	11/21/2016	ORIGINAL SANITARY SEWER	520-30.6520.230000	729.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	NOVEMBER '16 STATEMENT	520-30.6520.230000	18.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	SW AREA TRUNK SEWER EXT	520-30.6520.883000	686.88
VEENSTRA & KIMM INC	INV0002011	11/21/2016	SW AREA TRUNK SEWER EXT	520-30.6520.883000	5,635.09
VEENSTRA & KIMM INC	INV0002011	11/21/2016	ASHWORTH RD & HUNTER H	520-30.6520.883000	263.50
VEENSTRA & KIMM INC	INV0002011	11/21/2016	LITTLE WALNUT CREEK REGI	520-30.6520.883060	2,106.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	FOX CREEK SEWER PHASE 3 -	520-30.6520.883080	621.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	FOX CREEK SEWER PHASE 3 -	520-30.6520.883080	222.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	NW AREA TRUNK SEWER EX	520-30.6520.883091	8,371.19
VEENSTRA & KIMM INC	INV0002011	11/21/2016	2016 SPONSORED PROJECT	520-30.6520.883091	135.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	NW AREA TRUNK SEWER EX	520-30.6520.883091	138.00
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	520-30.6520.100000	2,657.48
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	520-30.6520.100000	710.17
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	520-30.6520.100000	1,221.18
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	520-30.6520.100000	494.29
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	520-30.6520.100000	7.82
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	520-30.6520.100000	20.98
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	520-30.6520.100000	13.62
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	520-30.6520.100000	41.20
HEARTLAND CO-OP	INV0002057	11/30/2016	NOVEMBER '16 STATEMENT	520-30.6520.570000	185.49
WAUKEE HARDWARE & VARI	INV0002076	11/30/2016	NOVEMBER '16 STATEMENT	520-30.6520.590000	10.58
WAUKEE HARDWARE & VARI	INV0002076	11/30/2016	NOVEMBER '16 STATEMENT	520-30.6520.590000	8.56
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	520-30.6520.450000	145.20
CITY OF WAUKEE	NOV16652	11/30/2016	NOV '16 STATEMENT	520-30.6520.480000	933.04
ONE SOURCE	PLUS4380-20161130	11/30/2016	BACKGROUND CHECKS	520-30.6520.470000	17.50
Department 6520 - SANITARY SEWERS & TREATMENT Total:					57,688.76

Department: 6540 - GAS UTILITY

IOWA ASSOCIATION OF MU	12012016	12/01/2016	CIASSO DECEMBER - FEBRUA	540-30.6540.470000	342.27
IOWA ONE CALL	186592	12/07/2016	NOVEMBER '16 STATEMENT	540-30.6540.340000	232.10
PUBLIC FINANCIAL MANAGE	19667	12/02/2016	FY17 RETAINER FEES	540-30.6540.230000	5,000.00
UNITYPOINT CLINIC-OCCUPA	199667	12/02/2016	DRUG TESTS	540-30.6540.220300	148.00
CITY OF WAUKEE - AR	201612026914	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	846.00
CITY OF WAUKEE - AR	201612026914	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	1,833.77
CITY OF WAUKEE - AR	201612026916	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	16.87
CITY OF WAUKEE - AR	201612026916	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	8.62
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	46.57
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	92.70
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	810.00
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS- G	540-30.6540.410050	1,133.31
CITY OF WAUKEE - AR	201612026920	10/31/2016	OCTOBER '16 MECHANICS-G	540-30.6540.410050	59.69
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	540-30.6540.470000	13.56
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	540-30.6540.470000	54.25
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	540-30.6540.470000	19.25
INFRASTRUCTURE CONSTRUCTI	3014733	11/19/2016	ALICE PATRICIA APTS/BRAND	540-30.6540.880100	14,098.50
INFRASTRUCTURE CONSTRUCTI	3014792	11/26/2016	UTE AVE/SE WESTOWN PAR	540-30.6540.880100	6,582.82
HY-VEE	3060590271	10/19/2016	REFRESHMENTS FOR CHAINS	540-30.6540.470000	50.22
SUPPLYWORKS	384532701	11/18/2016	WIPER POP UP	540-30.6540.590000	227.68
PLUMB SUPPLY COMPANY	4214163	11/21/2016	EXTREME HAND TORCH	540-30.6540.590000	97.50
MATHESON TRI-GAS INC	51112231	11/30/2016	CYLINDERS	540-30.6540.590000	18.00

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CLAYTON ENERGY CORPORA	9534	12/01/2016	NOVEMBER '16 RESERVATIO	540-30.6540.650000	104,584.30
CLAYTON ENERGY CORPORA	9576	12/13/2016	NOVEMBER '16 COMMODIT	540-30.6540.650000	120,983.33
INDUSTRIAL SALES COMPAN	967714-000	11/29/2016	DRISCO 6500 IPS	540-30.6540.590100	6,568.60
FULLER PETROLEUM SERVIC	98675	12/12/2016	FUEL	540-30.6540.570000	251.86
UTILITY SALES AND SERVICE	CRIN17165	08/16/2016	TIMBERLINE TOOL	540-30.6540.590200	-812.98
FASTENAL COMPANY	IAGRM84147	11/09/2016	IC WB HIVIS YLW 17OZ	540-30.6540.590000	207.27
FASTENAL COMPANY	IAGRM84323	11/18/2016	3M SUPER	540-30.6540.590000	146.85
FASTENAL COMPANY	IAGRM84461	11/28/2016	ROD/STUD/PARTS	540-30.6540.590000	153.69
UTILITY SALES AND SERVICE	IN00017241	08/23/2016	TIMBERLINE TOOL	540-30.6540.590200	792.98
UTILITY SALES AND SERVICE	IN00017241A	08/23/2016	TIMBERLINE TOOL TC1-S	540-30.6540.592000	792.98
UTILITY SALES AND SERVICE	IN00017241CM	08/23/2016	CREDIT FOR DUPLICATE INV	540-30.6540.592000	-792.98
UTILITY SALES AND SERVICE	IN00017982	11/21/2016	SENSIT GOLD G2 CG1 4 GAS/	540-30.6540.540000	2,216.83
UTILITY SAFETY AND DESIGN	IN20164205	11/30/2016	NOVEMBER '16 RETAINER FE	540-30.6540.230000	175.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	STANDARD SPECIFICATIONS	540-30.6540.230000	18.00
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	540-30.6540.100000	710.16
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	540-30.6540.100000	5,681.36
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	540-30.6540.100000	494.29
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	540-30.6540.100000	13.62
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	540-30.6540.100000	108.96
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	540-30.6540.100000	7.82
HEARTLAND CO-OP	INV0002055	11/30/2016	NOVEMBER '16 STATEMENT	540-30.6540.570000	508.79
JOANIE STEINMETZ	INV0002066	11/28/2016	FURNACE REBATE	540-30.6540.685400	150.00
ROBERT MCCONKEY	INV0002067	11/28/2016	FURNACE REBATE	540-30.6540.685400	75.00
JASON VANPELT	INV0002068	11/28/2016	FURNACE REBATE	540-30.6540.685400	75.00
JILL BAETH	INV0002069	11/28/2016	AC/FURNACE REBATE	540-30.6540.685400	105.00
CAROL WOLTZ	INV0002070	12/06/2016	FURNACE REBATE	540-30.6540.685400	75.00
CHRIS MAYER	INV0002071	12/06/2016	FURNACE REBATE	540-30.6540.685400	150.00
JEFF ZENTZ	INV0002073	12/03/2016	THERMOSTAT REBATE	540-30.6540.685400	30.00
BLACK HILLS ENERGY	INV0002075	12/01/2016	DECEMBER '16 STATEMENT	540-30.6540.650000	2,891.25
WAUKEE HARDWARE & VARI	INV0002076	11/30/2016	NOVEMBER '16 STATEMENT	540-30.6540.590000	7.57
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	540-30.6540.450000	72.60
IOWA ASSOCIATION OF MU	YM200002426	09/14/2016	GAS BOOT CAMP - LAUGHRI	540-30.6540.470000	760.00

Department 6540 - GAS UTILITY Total: 278,933.83

Department: 6550 - UTILITY BILLING

TYLER TECHNOLOGIES INC	025-174323	12/01/2016	UTILITY SOFTWARE	570-30.6550.270000	8,059.04
TYLER TECHNOLOGIES INC	025-174859	12/01/2016	UTILITY BILLING	570-30.6550.450200	175.00
PITNEY BOWES	3302235333	12/01/2016	QRTRLY METER/STUFFER M	570-30.6550.390000	1,711.35
PURCHASE POWER, INC.	INV0002032	11/23/2016	UTILITY BILLS	570-30.6550.360000	1,891.62
PURCHASE POWER, INC.	INV0002032	11/23/2016	PERMIT OVERAGE	570-30.6550.360000	29.10
PURCHASE POWER, INC.	INV0002032	11/23/2016	ACH BILLS	570-30.6550.360000	816.31
PURCHASE POWER, INC.	INV0002032	11/23/2016	LATE NOTICES	570-30.6550.360000	450.64
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	570-30.6550.100000	1,977.15
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	570-30.6550.100000	37.92

Department 6550 - UTILITY BILLING Total: 15,148.13

Department: 7100 - STREETS

SNYDER & ASSOCIATES INC	115.0204.01-19	11/30/2016	2016 PARK RD IMPRVMENTS	060-30.7100.230000	37.50
SNYDER & ASSOCIATES INC	115.0204.01-19	11/30/2016	2016 ASPHALT OVERLAY PR	060-30.7100.840000	547.44
GRIMES ASPHALT & PAVING	11858	11/30/2016	COLD MIX	060-30.7100.590400	1,299.40
IOWA ASSOCIATION OF MU	12012016	12/01/2016	CIASSO DECEMBER - FEBRUA	060-30.7100.470000	342.27
MARTIN MARIETTA AGGREG	19069535A	10/31/2016	ROAD STONE	060-30.7100.590300	1,236.25
MARTIN MARIETTA AGGREG	19206064	11/07/2016	ROAD STONE	060-30.7100.590300	206.67
CITY OF WAUKEE - AR	201612026912	10/31/2016	OCTOBER '16 MECHANICS-R	060-30.7100.410050	856.92
CITY OF WAUKEE - AR	201612026912	10/31/2016	OCTOBER '16 MECHANICS-R	060-30.7100.410050	1,125.00
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- R	060-30.7100.410050	92.70
CITY OF WAUKEE - AR	201612026918	10/31/2016	OCTOBER '16 MECHANICS- R	060-30.7100.410050	46.58
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS- R	060-30.7100.410050	1,133.31
CITY OF WAUKEE - AR	201612026919	10/31/2016	OCTOBER '16 MECHANICS- R	060-30.7100.410050	810.00
CITY OF WAUKEE - AR	201612026920	10/31/2016	OCTOBER '16 MECHANICS-R	060-30.7100.410050	59.68
CITY OF WAUKEE - AR	201612076954	10/31/2016	98TH/WACO PROJECT	060-30.7100.230000	75.00
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	060-30.7100.470000	13.57

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METHODIST OCCUPATIONAL	217693	11/30/2016	RETURN TO WORK/DOT SCA	060-30.7100.470000	54.25
CENTRAL SALT LLC	247889	09/30/2016	BULK DEICING SALT	060-30.7100.591200	14,006.07
FOTH INFRASTRUCTURE & E	50253	11/21/2016	FLORENCE/ROSENKRANZ TR	060-30.7100.230000	1,035.50
MENARDS	62909	11/22/2016	DRIVEWAY MARKER	060-30.7100.590000	188.00
MENARDS	63422	11/28/2016	#2&BTR FIR/SMTH LAP PRIM	060-30.7100.590000	44.48
FULLER PETROLEUM SERVIC	98675	12/12/2016	FUEL	060-30.7100.570000	251.86
FASTENAL COMPANY	IAGRM84382	11/22/2016	PB DOM/PARTS	060-30.7100.590000	127.87
VEENSTRA & KIMM INC	INV0002011	11/21/2016	NOVEMBER '16 STATEMENT	060-30.7100.230000	18.00
VEENSTRA & KIMM INC	INV0002011	11/21/2016	2016 BOND MAINTENANCE	060-30.7100.230000	804.09
VEENSTRA & KIMM INC	INV0002011	11/21/2016	2016 ASPHALT OVERLAY PR	060-30.7100.590400	208.00
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	060-30.7100.100000	710.17
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	060-30.7100.100000	4,817.83
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	060-30.7100.100000	142.03
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	060-30.7100.100000	92.40
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	060-30.7100.100000	1.07
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	060-30.7100.100000	13.62
HEARTLAND CO-OP	INV0002058	11/30/2016	NOVEMBER '16 STATEMENT	060-30.7100.570000	573.09
WAUKEE HARDWARE & VARI	INV0002076	11/30/2016	NOVEMBER '16 STATEMENT	060-30.7100.590000	22.61
LOGAN CONTRACTORS SUPP	L67076	11/15/2016	CRAFCO #231 SEALANT	060-30.7100.590400	2,033.12
LOGAN CONTRACTORS SUPP	L70494	11/29/2016	CRAFCO #231 SEALANT	060-30.7100.590400	1,800.00
Department 7100 - STREETS Total:					34,826.35
Department: 7730 - SE WESTOWN PKWY CONSTRUCTION					
CITY OF WAUKEE - AR	201612076956	10/31/2016	WESTOWN PARKWAY/R22	327-90.7730.235100	4,012.50
SHIVE HATTERY INC.	4151850-13	12/02/2016	WESTOWN PARKWAY/R22 I	327-90.7730.235100	2,103.47
Department 7730 - SE WESTOWN PKWY CONSTRUCTION Total:					6,115.97
Department: 7740 - DOUGLAS PARKWAY					
SNYDER & ASSOCIATES INC	115.0204.01-19	11/30/2016	NE DOUGLAS PARKWAY EXT	327-90.7740.230000	682.38
FOTH INFRASTRUCTURE & E	50258	11/21/2016	DOUGLAS PARKWAY WEST O	327-90.7740.230000	1,413.18
Department 7740 - DOUGLAS PARKWAY Total:					2,095.56
Department: 7850 - TIF DEBT SERVICE					
PUBLIC FINANCIAL MANAGE	19667	12/02/2016	FY17 RETAINER FEES	093-30.7850.230000	170.67
PUBLIC FINANCIAL MANAGE	19667	12/02/2016	FY17 RETAINER FEES	093-30.7850.230000	10,000.00
AHLERS & COONEY PC	720881	11/29/2016	AMENDMENT NO. 3 TO GAT	094-30.7850.230000	321.17
AHLERS & COONEY PC	720882	11/29/2016	AMENDMENT NO. 7 TO UNIF	093-30.7850.230000	612.50
Department 7850 - TIF DEBT SERVICE Total:					11,104.34
Department: 8030 - DEVELOPER LANE ADDITIONS					
FOTH INFRASTRUCTURE & E	50260	11/21/2016	ALICES RD/OLSON DR/GPP/A	327-90.8030.230000	563.00
Department 8030 - DEVELOPER LANE ADDITIONS Total:					563.00
Department: 8100 - MAYOR & COUNCIL					
OFFICE DEPOT	881646044001	11/23/2016	BATTERY	010-60.8100.580000	43.74
Department 8100 - MAYOR & COUNCIL Total:					43.74
Department: 8200 - COMMUNICATIONS					
LIVING MAGAZINES	357185	11/01/2016	WAUKEE LIVING NEWSLETTE	010-60.8200.461200	695.00
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-60.8200.100000	1,420.34
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-60.8200.100000	27.24
FLYNN WRIGHT	INV-93486	11/30/2016	KETTLESTONE WEBSITE HOS	010-60.8200.230010	50.00
Department 8200 - COMMUNICATIONS Total:					2,192.58
Department: 8300 - ADMINISTRATION					
GATEHOUSE MEDIA IOWA H	0000159893	11/27/2016	NOVEMBER '16 PUBLICATIO	010-60.8300.210000	616.08
IOWA TITLE COMPANY	177193TC0225	11/14/2016	ARAC	010-60.8300.230000	50.00
IOWA TITLE COMPANY	177194TC0225	11/14/2016	ABSTRACT SERVICES	010-60.8300.230000	50.00
IOWA TITLE COMPANY	181763C0125	10/31/2016	MCCARTHY. JOA	010-60.8300.230000	605.00
CLASSIC FLORAL & GIFTS	394295	11/14/2016	FLOWERS - MOERMAN	010-60.8300.590000	95.00
AMERICAN ABSTRACT	709405A	11/21/2016	WESTOWN PARKWAY	010-60.8300.230000	100.00
OFFICE DEPOT	881367833001	11/22/2016	CALENDARS/REFILL DLY RY1	010-60.8300.580000	23.85
OFFICE DEPOT	883884245001	12/01/2016	PAPER	010-60.8300.580000	60.30
IOWA CODIFICATION, INC.	INV0002012	12/01/2016	RECODIFICATION OF GOLF C	010-60.8300.230000	10,100.00
MEDIACOM	INV0002027	11/28/2016	NOV '16 STATEMENT	010-60.8300.270000	147.85

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DALLAS COUNTY RECORDER	INV0002031	11/29/2016	NOV '16 RECORDING FEES	010-60.8300.230000	342.00
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-60.8300.100000	2,749.08
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-60.8300.100000	47.84
CONSOLIDATED COMMUNIC	INV0002050	12/01/2016	DECEMBER '16 STATEMENT	010-60.8300.450000	720.13
CITY OF WAUKEE	NOV16830	11/30/2016	NOV '16 STATEMENT	010-60.8300.390400	107.01
IMAGETEK INC	T3800949	11/30/2016	RADIX SUBSCRIPTION & STO	010-60.8300.270000	576.00
Department 8300 - ADMINISTRATION Total:					16,390.14

Department: 8310 - CITY HALL

G & K SERVICES INC	1183629948	11/30/2016	MAT SERVICES - C.H,	010-60.8310.400000	36.00
RJ LAWN SERVICE INC	17238	11/10/2016	WEED CONTROL - CITY HALL	010-60.8310.390600	211.75
RJ LAWN SERVICE INC	17299	11/30/2016	FALL CLEAN UP - CITY HALL	010-60.8310.390600	241.25
IOWA FIRE EQUIPMENT CO	291005	11/28/2016	ANNUAL FIRE EXTINGUISHER	010-60.8310.400000	57.85
HY-VEE	4306081662	10/19/2016	COFFEE FILTERS/WATER	010-60.8310.590000	13.79
THE WALDINGER CORP	5705101-2	11/23/2016	INSTALL NEW TOILET - C.H.	010-60.8310.400000	648.94
MENARDS	62458	11/17/2016	PARTS FOR DOOR REPAIR	010-60.8310.400000	36.48
MENARDS	63428	11/28/2016	ORNAMENTS/PORCH POT/B	010-60.8310.590000	143.20
MENARDS	63447	11/28/2016	DOUBLE HOOK/SPACKLE PIN	010-60.8310.400000	6.73
MENARDS	63700	11/30/2016	CAT MINI MACHINE /MINI W	010-60.8310.590000	22.95
STRAUSS SAFE AND LOCK CO	980525-000	12/08/2016	REPLACE BATTERY ALARM -	010-60.8310.400000	101.00
ALLIANCE CONNECT	INV0002026	12/01/2016	DECEMBER '16 STATEMENT	010-60.8310.450000	49.00
WAUKEE HARDWARE & VARI	INV0002047	11/30/2016	NOVEMBER '16 STATEMENT	010-60.8310.400000	28.17
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-60.8310.450000	216.70
CONSOLIDATED COMMUNIC	INV0002081	12/08/2016	DECEMBER '16 STATEMENT	010-60.8310.450000	344.74
CITY OF WAUKEE	NOV16831	11/30/2016	NOV '16 STATEMENT	010-60.8310.480000	332.93
CITY OF WAUKEE	NOV16831CAM	11/30/2016	NOV '16 STATEMENT	010-60.8310.390600	199.99
Department 8310 - CITY HALL Total:					2,691.47

Department: 8350 - HUMAN RESOURCES

FAREWAY STORES, INC.	00207225	12/12/2016	GIFT CARD	010-60.8350.689000	25.00
CIVIC PLUS	161541	11/11/2016	EMPLOYEE ONBOARDING	010-60.8350.270000	3,100.00
CIVIC PLUS	161541	11/11/2016	APPLICANT TRACKING	010-60.8350.270000	4,495.00
HY-VEE	3070075194	11/03/2016	PLATES & WATER FOR DAY O	010-60.8350.689200	13.77
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-60.8350.100000	556.81
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-60.8350.100000	10.68
Department 8350 - HUMAN RESOURCES Total:					8,201.26

Department: 8400 - FINANCIAL ADMINISTRATION

GREAT PLAINS GOVERNEME	1524	12/05/2016	2017 MEMBERSHIP DUES - B	010-60.8400.280000	50.00
PITNEY BOWES	3302235333	12/01/2016	QRTRLY METER/STUFFER M	010-60.8400.390000	454.92
AHLERS & COONEY PC	721045	11/28/2016	GENERAL SERVICES	010-60.8400.470000	50.00
OFFICE DEPOT	881367833001	11/22/2016	CALENDARS/REFILL DLY RY1	010-60.8400.580000	41.50
OFFICE DEPOT	881367987001	11/21/2016	PLANNER	010-60.8400.580000	12.79
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-60.8400.100000	3,305.89
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-60.8400.100000	58.52
Department 8400 - FINANCIAL ADMINISTRATION Total:					3,973.62

Department: 8500 - COMMUNITY DEVELOPMENT

GREATHER DES MOINES PART	03211	12/12/2016	COMMUNITY CONNECT 201	010-50.8500.470000	250.00
FOTH INFRASTRUCTURE & E	50253	11/21/2016	MAPLE GROVE PLACE, LLC SI	010-50.8500.230000	235.98
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-50.8500.100000	2,613.78
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-50.8500.100000	37.92
Department 8500 - COMMUNITY DEVELOPMENT Total:					3,137.68

Department: 8600 - CITY ATTORNEY

BRICK GENTRY BOWERS SW	221397	11/25/2016	NOV '16 STATEMENT	010-60.8600.230000	18,584.30
AHLERS & COONEY PC	721045	11/28/2016	GENERAL SERVICES	010-60.8600.230000	110.00
Department 8600 - CITY ATTORNEY Total:					18,694.30

Department: 8700 - DEVELOPMENT SERVICES

HOISINGTON KOEGLER GRO	016-056-1	12/11/2016	WAUKEE COMPREHENSIVE P	010-50.8700.230000	3,271.25
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-50.8700.100000	3,397.49
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-50.8700.100000	65.16
Department 8700 - DEVELOPMENT SERVICES Total:					6,733.90

Expense Approval Register

Packet: APPKT00427 - DECEMBER 20TH COUNCIL PACKET

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 8750 - SUGAR CREEK MUNICIPAL					
BOLTON & MENK, INC	0196870	11/17/2016	GOLF COURSE BRIDGE REPLA	750-80.8750.880070	1,605.00
CASCADE SUBSCRIPTION SER	1325519	11/09/2016	SUBSCRIPTION	750-80.8750.280000	213.77
CITY OF WAUKEE - AR	201612056944	11/30/2016	NOVEMBER '16 MECHANIC'S	750-80.8750.410050	67.50
DIRECTV	2984209778	10/31/2016	OCTOBER '16 STATEMENT	750-80.8750.480000	21.14
CALLAWAY GOLF	927255262	10/24/2016	PRO SHOP MERCHANDISE	750-80.8750.651100	131.85
R & R PRODUCTS INC	CD2078056	12/08/2016	GRINDING WHEEL/DRESSER	750-80.8750.410100	93.73
WAUKEE HARDWARE & VARI	INV0002044	11/30/2016	NOV '16 STATEMENT - PARK	750-80.8750.410300	40.97
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	750-80.8750.100000	994.24
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	750-80.8750.100000	7.48
HEARTLAND CO-OP	INV0002051	11/30/2016	NOVEMBER '16 STATEMENT	750-80.8750.570000	52.80
DAVIS EQUIPMENT CORPOR	J114805A	11/22/2016	PARTS	750-80.8750.570100	72.48
CITY OF WAUKEE	NOV16875	11/30/2016	NOV '16 STATEMENT	750-80.8750.480000	247.46
DAVIS EQUIPMENT CORPOR	WI10170	11/22/2016	SEWER REPAIR PARTS	750-80.8750.410350	106.32
Department 8750 - SUGAR CREEK MUNICIPAL Total:					3,654.74
Department: 8900 - ENGINEERING					
CITY OF WAUKEE - AR	201612026910	10/31/2016	OCTOBER '16 MECHANICS- E	010-20.8900.410050	38.62
CITY OF WAUKEE - AR	201612026910	10/31/2016	OCTOBER '16 MECHANICS- E	010-20.8900.410050	36.00
SHOTTENKIRK CHEVROLET-P	301328	11/03/2016	REPAIR STEERING SHAFT	010-20.8900.410000	207.63
VEENSTRA & KIMM INC	INV0002011	11/21/2016	DEVELOPER FEES	010-20.8900.231200	3,676.43
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-20.8900.100000	3,397.49
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-20.8900.100000	65.16
HEARTLAND CO-OP	INV0002062	11/30/2016	NOVEMBER '16 STATEMENT	010-20.8900.570000	648.83
Department 8900 - ENGINEERING Total:					8,070.16
Department: 8950 - GIS					
CITY OF WAUKEE - AR	201612026908	10/31/2016	OCTOBER '16 MECHANICS-GI	010-20.8950.410050	202.50
CITY OF WAUKEE - AR	201612026908	10/31/2016	OCTOBER '16 MECHANICS-GI	010-20.8950.410050	431.24
EMPLOYEE BENEFIT SYSTEM	INV0002048	12/12/2016	JAN '17 HEALTH INSURANCE	010-20.8950.100000	556.81
AMERITAS LIFE INSURANCE	INV0002049	12/01/2016	DEC '16 VISION INSURANCE	010-20.8950.100000	10.68
HEARTLAND CO-OP	INV0002060	11/30/2016	NOVEMBER '16 STATEMENT	010-20.8950.570000	67.74
Department 8950 - GIS Total:					1,268.97
Grand Total:					853,332.87

Fund Summary

Fund	Expense Amount
010 - GENERAL FUND	225,945.74
060 - ROAD USE TAX FUND	36,679.81
093 - WAUKEE URBAN RENEWAL AREA	10,783.17
094 - GATEWAY URBAN RENEWAL	321.17
327 - CAPITAL PROJECTS	58,825.35
510 - WATER UTILITY FUND	137,632.29
520 - WASTE WATER UTILITY FUND	59,797.86
540 - GAS UTILITY FUND	282,711.27
560 - STORM WATER UTILITY FUND	21,797.45
570 - UTILITY BILL FUND	15,148.13
750 - GOLF COURSE FUND	3,690.63
Grand Total:	853,332.87

Account Summary

Account Number	Account Name	Expense Amount
010-10.1100.100000	HEALTH & LIFE INSURAN	29,449.71
010-10.1100.120000	UNIFORMS	769.93
010-10.1100.210000	PUBLIC NOTIFICATION/A	88.75
010-10.1100.400000	REPAIR/MAINTENANCE	103.72
010-10.1100.400100	CUSTODIAL	554.24
010-10.1100.410000	REPAIR OF VEHICLES	2,102.00
010-10.1100.410050	REPAIR/MAINT - WAUKE	87.80
010-10.1100.450000	TELEPHONE	97.98
010-10.1100.460200	PD COMMUNITY POLICI	70.00
010-10.1100.470010	AMMUNITION	289.00
010-10.1100.480000	UTILITY SERVICES	302.90
010-10.1100.540000	MINOR EQUIPMENT	45.00
010-10.1100.570000	FUEL	319.85
010-10.1100.760000	OTHER CAPITAL EQUIPM	427.97
010-10.1300.230010	WESTCOM DISPATCH SE	33,763.09
010-10.1400.100000	HEALTH & LIFE INSURAN	5,350.28
010-10.1400.120000	UNIFORMS	102.58
010-10.1400.280000	DUES, MEMBERSHIPS &	175.00
010-10.1400.400000	REPAIR/MAINTENANCE	34.47
010-10.1400.410000	REPAIR OF VEHICLES	358.49
010-10.1400.410050	REPAIR/MAINTENANCE	327.32
010-10.1400.410100	REPAIR/MAINTENANCE	51.54
010-10.1400.450000	TELEPHONE	94.90
010-10.1400.470000	TRAINING/TRAVEL EXPE	12.50
010-10.1400.480000	UTILITY SERVICES	200.75
010-10.1400.540000	MINOR EQUIPMENT	49.60
010-10.1400.570000	FUEL	588.27
010-10.1400.590000	OPERATING SUPPLIES &	16.40
010-10.1500.100000	HEALTH & LIFE INSURAN	5,350.26
010-10.1500.120000	UNIFORMS	102.59
010-10.1500.231800	AMBULANCE BILLING FE	1,103.87
010-10.1500.3529900	AMBULANCE TRANSPOR	817.35
010-10.1500.400000	REPAIR/MAINTENANCE	34.46
010-10.1500.450000	TELEPHONE	94.90
010-10.1500.470000	TRAINING/TRAVEL EXPE	22.50
010-10.1500.480000	UTILITY SERVICES	200.75
010-10.1500.570000	FUEL	588.26
010-10.1500.590050	MEDICAL SUPPLIES	1,540.38
010-10.1900.100000	HEALTH & LIFE INSURAN	4,030.14
010-10.1900.410050	REPAIR/MAINTENANCE	132.17
010-10.1900.570000	FUEL	443.63
010-10.1900.740000	OFFICE EQUIPMENT	4,476.15
010-10.2400.340000	MISCELLANEOUS CONTR	440.00
010-20.6000.100000	HEALTH & LIFE INSURAN	5,692.08

Account Summary

Account Number	Account Name	Expense Amount
010-20.6000.120000	UNIFORMS	198.50
010-20.6000.410050	REPAIR/MAINTENANCE	43.90
010-20.6000.470000	TRAINING/TRAVEL EXPE	225.00
010-20.6000.570000	FUEL	211.10
010-20.6010.400000	REPAIR/MAINTENANCE	2,677.53
010-20.6010.450000	TELEPHONE	585.48
010-20.6010.480000	UTILITY SERVICES	690.43
010-20.6010.580000	OFFICE SUPPLIES	499.79
010-20.6010.590000	OPERATING SUPPLIES &	174.77
010-20.6150.100000	HEALTH & LIFE INSURAN	2,015.07
010-20.6150.570000	FUEL	145.45
010-20.6150.570110	COGS - FILTERS	325.72
010-20.6150.570130	COGS - PARTS	14,302.59
010-20.6150.590000	OPERATING SUPPLIES &	571.63
010-20.8900.100000	HEALTH & LIFE INSURAN	3,462.65
010-20.8900.231200	DEVELOPERS ENGINEERI	3,676.43
010-20.8900.410000	REPAIR OF VEHICLES	207.63
010-20.8900.410050	REPAIR/MAINTENANCE	74.62
010-20.8900.570000	FUEL	648.83
010-20.8950.100000	HEALTH & LIFE INSURAN	567.49
010-20.8950.410050	REPAIR/MAINT - WAUKE	633.74
010-20.8950.570000	FUEL	67.74
010-2030500	SALES TAX COLLECTED P	32.40
010-40.3100.100000	HEALTH & LIFE INSURAN	7,527.99
010-40.3100.210100	PROMOTION	74.76
010-40.3100.400000	REPAIR/MAINTENANCE	328.04
010-40.3100.400100	CUSTODIAL SERVICES	1,693.00
010-40.3100.450000	TELEPHONE	207.10
010-40.3100.480000	UTILITY SERVICES	2,436.24
010-40.3100.580000	OFFICE SUPPLIES	294.13
010-40.3100.640000	LIBRARY BOOKS/FILMS/	49.95
010-40.4100.100000	HEALTH & LIFE INSURAN	2,301.28
010-40.4100.390000	RENTAL/LEASE OF EQUI	487.50
010-40.4100.410050	REPAIR/MAINT - WAUKE	4,160.25
010-40.4100.410100	REPAIR/MAINTENANCE	668.84
010-40.4100.410300	REPAIR/MAINTENANCE	477.87
010-40.4100.450000	TELEPHONE	14.65
010-40.4100.461300	CHRISTMAS DECORATIO	-1.00
010-40.4100.470000	TRAINING/TRAVEL EXPE	342.27
010-40.4100.480000	UTILITY SERVICES	332.84
010-40.4100.480100	UTILITIES-PARK IRRIGATI	445.00
010-40.4100.540000	MINOR EQUIPMENT	193.00
010-40.4100.570000	FUEL	472.30
010-40.4100.590100	CHEMICAL/FERTILIZER	35.00
010-40.4200.100000	HEALTH & LIFE INSURAN	3,462.65
010-40.4200.410050	REPAIR/MAINTENANCE	43.36
010-40.4200.460050	OFFICIALS	880.00
010-40.4200.460500	SUMMER RECREATION P	68.16
010-40.4200.460550	WINTER RECREATION PR	2,631.20
010-40.4200.461700	WINTER FEST	252.09
010-40.4200.470000	TRAINING/TRAVEL EXPE	37.00
010-40.4200.570000	FUEL	31.00
010-40.4300.400000	REPAIR/MAINTENANCE	10.50
010-40.4300.400100	CUSTODIAL SERVICES	63.00
010-40.4300.410300	REPAIR/MAINTENANCE	476.00
010-40.4300.4531000	COMMUNITY CENTER R	80.00
010-40.4300.480000	UTILITY SERVICES	69.10
010-40.4300.540000	MINOR EQUIPMENT	299.96

Account Summary

Account Number	Account Name	Expense Amount
010-50.8500.100000	HEALTH & LIFE INSURAN	2,651.70
010-50.8500.230000	CONSULTANT & PROFES	235.98
010-50.8500.470000	TRAINING/TRAVEL EXPE	250.00
010-50.8700.100000	HEALTH & LIFE INSURAN	3,462.65
010-50.8700.230000	CONSULTANT & PROFES	3,271.25
010-60.8100.580000	OFFICE SUPPLIES	43.74
010-60.8200.100000	HEALTH & LIFE INSURAN	1,447.58
010-60.8200.230010	WEBSITE DEVELOPMENT	50.00
010-60.8200.461200	NEWSLETTER	695.00
010-60.8300.100000	HEALTH & LIFE INSURAN	2,796.92
010-60.8300.210000	PUBLIC NOTIFICATION/A	616.08
010-60.8300.230000	CONSULTANT & PROFES	11,247.00
010-60.8300.270000	DATA PROCESSING	723.85
010-60.8300.390400	NORTHVIEW RENTAL PR	107.01
010-60.8300.450000	TELEPHONE	720.13
010-60.8300.580000	OFFICE SUPPLIES	84.15
010-60.8300.590000	OPERATING SUPPLIES &	95.00
010-60.8310.390600	PROF PLAZA CAM EXPEN	652.99
010-60.8310.400000	REPAIR/MAINTENANCE	915.17
010-60.8310.450000	TELEPHONE	610.44
010-60.8310.480000	UTILITY SERVICES	332.93
010-60.8310.590000	OPERATING SUPPLIES &	179.94
010-60.8350.100000	HEALTH & LIFE INSURAN	567.49
010-60.8350.270000	DATA PROCESSING	7,595.00
010-60.8350.689000	EMPLOYEE APPRECIATIO	25.00
010-60.8350.689200	WELLNESS PROGRAM/ I	13.77
010-60.8400.100000	HEALTH & LIFE INSURAN	3,364.41
010-60.8400.280000	DUES, MEMBERSHIPS &	50.00
010-60.8400.390000	RENTAL/LEASE OF EQUI	454.92
010-60.8400.470000	TRAINING/TRAVEL EXPE	50.00
010-60.8400.580000	OFFICE SUPPLIES	54.29
010-60.8600.230000	CONSULTANT & PROFES	18,694.30
060-30.1600.230000	CONSULTANT & PROFES	950.50
060-30.1600.760000	OTHER CAPITAL EQUIPM	888.00
060-30.1601.480000	UTILITY SERVICES	14.96
060-30.7100.100000	HEALTH & LIFE INSURAN	5,777.12
060-30.7100.230000	CONSULTANT & PROFES	1,970.09
060-30.7100.410050	REPAIR/MAINT - WAUKE	4,124.19
060-30.7100.470000	TRAINING/TRAVEL EXPE	410.09
060-30.7100.570000	FUEL	824.95
060-30.7100.590000	OPERATING SUPPLIES &	382.96
060-30.7100.590300	ROAD STONE	1,442.92
060-30.7100.590400	ROAD REPAIR-PATCH	5,340.52
060-30.7100.591200	ROAD SALT	14,006.07
060-30.7100.840000	STREETS IMPROVEMENT	547.44
093-30.7850.230000	CONSULTANT/PROFESSI	10,783.17
094-30.7850.230000	CONSULTANT/PROFESSI	321.17
327-90.1601.235020	HICKMAN/DARTMOOR T	3,271.70
327-90.1601.235030	HICKMAN & WESTGATE	7,770.00
327-90.2130.230020	CONSULTING-ASHWORT	459.00
327-90.2130.230040	CONSULTING - UNIV TO	15,771.24
327-90.2130.230051	CONSULTING - ESKER RD	4,093.00
327-90.2130.840470	ALICES RD-ENHANCE AS	6,007.88
327-90.2131.230051	CONSULTING-ESKER RID	1,053.00
327-90.2132.230000	CONSULTING - GPP INTE	2,972.00
327-90.2133.230000	CONSULTING - 10TH STR	153.00
327-90.2150.980110	BRODERICK REC - CONS	8,500.00
327-90.7730.235100	SE WESTOWN/R22 INTE	6,115.97

Account Summary

Account Number	Account Name	Expense Amount
327-90.7740.230000	CONSULTANT & PROFES	2,095.56
327-90.8030.230000	CONSULTANT & PROFES	563.00
510-2030500	SALES TAX COLLECTED P	15,015.97
510-30.6510.100000	HEALTH & LIFE INSURAN	3,902.36
510-30.6510.230000	CONSULTANT & PROFES	7,324.64
510-30.6510.340000	MISCELLANEOUS CONTR	232.10
510-30.6510.410000	REPAIR OF VEHICLES	163.32
510-30.6510.410050	REPAIR/MAINT - WAUKE	2,176.49
510-30.6510.470000	TRAINING/TRAVEL EXPE	672.58
510-30.6510.480000	UTILITY SERVICES	385.36
510-30.6510.570000	FUEL	782.67
510-30.6510.590000	OPERATING SUPPLIES &	35.11
510-30.6510.592000	METER PURCHASE	4,574.20
510-30.6510.650000	COST OF GOODS SOLD	65,373.98
510-30.6510.650010	DSMWW OPERATING &	26,121.64
510-30.6510.881200	WATER TOWER REHAB	10,871.87
520-2030500	SALES TAX COLLECTED P	2,109.10
520-30.6520.100000	HEALTH & LIFE INSURAN	5,166.74
520-30.6520.230000	CONSULTANT & PROFES	19,645.12
520-30.6520.250000	TESTING FEES	1,932.00
520-30.6520.410000	REPAIR OF VEHICLES	163.33
520-30.6520.410050	REPAIR/MAINT - WAUKE	2,350.36
520-30.6520.411200	TREATMENT PLANT BLD	205.96
520-30.6520.450000	TELEPHONE	145.20
520-30.6520.470000	TRAINING/TRAVEL EXPE	410.56
520-30.6520.480000	UTILITY SERVICES	933.04
520-30.6520.570000	FUEL	437.35
520-30.6520.590000	OPERATING SUPPLIES &	167.94
520-30.6520.880100	DISTRIBUTION SYSTEM I	565.00
520-30.6520.883000	OUTFALL CONNECTION	6,585.47
520-30.6520.883060	LITTLE WALNUT CREEK S	2,106.00
520-30.6520.883080	FOX CREEK SEWER	843.00
520-30.6520.883091	NW AREA TRUNK SEWE	14,231.69
520-30.6520.883092	SW TRUNK SEWER	1,800.00
540-2030500	SALES TAX COLLECTED P	3,777.44
540-30.6540.100000	HEALTH & LIFE INSURAN	7,016.21
540-30.6540.220300	TESTING FEES	148.00
540-30.6540.230000	CONSULTANT & PROFES	5,193.00
540-30.6540.340000	MISCELLANEOUS CONTR	232.10
540-30.6540.410050	REPAIR/MAINT - WAUKE	4,847.53
540-30.6540.450000	TELEPHONE	72.60
540-30.6540.470000	TRAINING/TRAVEL EXPE	1,239.55
540-30.6540.540000	MINOR EQUIPMENT	2,216.83
540-30.6540.570000	FUEL	760.65
540-30.6540.590000	OPERATING SUPPLIES &	858.56
540-30.6540.590100	DEVELOPER MATERIALS	6,568.60
540-30.6540.590200	INSTALLATION MATERIA	-20.00
540-30.6540.592000	METER PURCHASE	0.00
540-30.6540.650000	COST OF GOODS SOLD	228,458.88
540-30.6540.685400	GAS REBATE	660.00
540-30.6540.880100	DISTRIBUTION SYSTEM I	20,681.32
560-2030500	SALES TAX COLLECTED P	1,438.40
560-80.5300.100000	HEALTH & LIFE INSURAN	3,299.03
560-80.5300.120000	UNIFORMS	696.78
560-80.5300.230000	CONSULTANT & PROFES	8,688.52
560-80.5300.410050	REPAIR/MAINTENANCE	135.66
560-80.5300.470000	TRAINING/TRAVEL EXPE	164.25
560-80.5300.570000	FUEL	143.25

Account Summary

Account Number	Account Name	Expense Amount
560-80.5300.880015	CENTENNIAL PARK STRE	341.56
560-80.5300.880016	WESTOWN PKWY STOR	6,890.00
570-30.6550.100000	HEALTH & LIFE INSURAN	2,015.07
570-30.6550.270000	DATA PROCESSING	8,059.04
570-30.6550.360000	POSTAGE & SHIPPING	3,187.67
570-30.6550.390000	RENTAL/LEASE OF EQUI	1,711.35
570-30.6550.450200	CREDIT CARD FEES	175.00
750-2030500	SALES TAX COLLECTED P	35.89
750-80.8750.100000	HEALTH & LIFE INSURAN	1,001.72
750-80.8750.280000	DUES, MEMBERSHIPS &	213.77
750-80.8750.410050	REPAIR/MAINT-WAUKEE	67.50
750-80.8750.410100	REPAIR/MAINTENANCE	93.73
750-80.8750.410300	REPAIR/MAINTENANCE	40.97
750-80.8750.410350	REPAIR/MAINTENANCE I	106.32
750-80.8750.480000	UTILITY SERVICES	268.60
750-80.8750.570000	FUEL	52.80
750-80.8750.570100	OIL/FILTERS/LUBE	72.48
750-80.8750.651100	PRO SHOP SPECIAL ORD	131.85
750-80.8750.880070	GOLF COURSE BRIDGE P	1,605.00
	Grand Total:	853,332.87

Project Account Summary

Project Account Key	Expense Amount
None	853,332.87
Grand Total:	853,332.87

A

My Check Report

By Check Number

Date Range: 12/01/2016 - 12/05/2016



City of Waukeee, IA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
111950	KARL CHEVROLET	12/01/2016	Regular	0.00	21,189.02	126809
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>201878</u>	Invoice	11/09/2016	'17 SILVERADO 3500 VIN 8262	0.00	21,189.02	
	<u>510-30.6510.3760300</u>		SALE OF OLD EQUIPMENT		-6,543.00	
	<u>510-30.6510.790000</u>		VEHICLE OR EQUIPMENT		27,732.02	
011475	ACCESS SYSTEMS LEASING	12/02/2016	Regular	0.00	145.83	126829
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>19757762</u>	Invoice	11/24/2016	COPIER/PRINTER LEASE	0.00	145.83	
	<u>010-60.8350.270110</u>		COPIER / PRINTER LEASE		145.83	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	21,334.85
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
	2	2	0.00	21,334.85

A

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2016	21,334.85
			<u>21,334.85</u>

B

My Check Report

By Check Number

Date Range: 12/07/2016 - 12/14/2016



City of Waukeee, IA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-WAUKEE STATE						
027625	CHARLOTTE R. BRODERICK LLC	12/07/2016	Regular	0.00	14,200.00	126998
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002024</u>	Invoice	12/06/2016	SEWER EASEMENT-LTL WALNUT CREEK LI	0.00	14,200.00	
	<u>520-30.6520.883060</u>		LITTLE WALNUT CREEK SE SEWER EASEMENT-LTL WALNUT		14,200.00	
027650	PHILIP E. BRODERICK, LLC	12/07/2016	Regular	0.00	14,200.00	126999
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002025</u>	Invoice	12/06/2016	SANITARY SEWER EASEMENT-LTL WALNU	0.00	14,200.00	
	<u>520-30.6520.883060</u>		LITTLE WALNUT CREEK SE SANITARY SEWER EASEMENT-LT		14,200.00	
120300	LADCO PROPERTIES XXXI, LLC	12/07/2016	Regular	0.00	7,200.00	127000
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002022</u>	Invoice	12/06/2016	LTL WALNUT CREEK SANITARY SEWER EA	0.00	7,200.00	
	<u>520-30.6520.883060</u>		LITTLE WALNUT CREEK SE LTL WALNUT CREEK SANITARY S		7,200.00	
131700	MANATTS	12/07/2016	Regular	0.00	8,218.38	127001
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002020</u>	Invoice	12/06/2016	RETNG REL-'16 TURN LANE WIDENING	0.00	8,218.38	
	<u>327-90.8030.235000</u>		CONSTRUCTION CONTRA RETNG REL-'16 TURN LANE WID		8,218.38	
145850	NEWBLOOD HOMES LLC	12/07/2016	Regular	0.00	1.00	127002
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002023</u>	Invoice	12/06/2016	PUBLIC OVERLAND FLOWAGE EASEMENT	0.00	1.00	
	<u>560-80.5300.230000</u>		CONSULTANT & PROFESS PUBLIC OVERLAND FLOWAGE E		1.00	
160650	PACO CONSTRUCTION, LLC	12/07/2016	Regular	0.00	9,263.63	127003
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002019</u>	Invoice	12/06/2016	RETNG REL - '16 ASPHALT OVERLAY	0.00	9,263.63	
	<u>060-30.7100.840000</u>		STREETS IMPROVEMENTS RETNG REL - '16 ASPHALT OVER		9,263.63	
216700	US CELLULAR	12/07/2016	Regular	0.00	265.02	127005

B

My Check Report

Date Range: 12/07/2016 - 12/14/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0165366578	Invoice	11/14/2016	NOVEMBER '16 STATEMENT	0.00	265.02	
060-30.7100.450000	TELEPHONE	NOVEMBER '16 STATEMENT			265.02	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	7	7	0.00	53,348.03
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
	7	7	0.00	53,348.03

B

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2016	53,348.03
			53,348.03



ACCOUNT NO#	NAME	DATE	TYPE	AMOUNT	REFERENCE	PACKET	RECEIPT ADJ
01-63900-01	SIMMONS, B.R.	12/06/2016	RF-CK	122.19	REFUND CK: 126976	19520	
01-84900-01	DUNN, WALTER	12/06/2016	RF-CK	123.84	REFUND CK: 126977	19520	
16-00118-00	GRAYHAWK HOMES OF IOWA INC	12/06/2016	RF-CK	235.14	REFUND CK: 126978	19520	
16-00312-00	BEN SCHULTE CONSTRUCTION INC	12/06/2016	RF-CK	90.58	REFUND CK: 126979	19520	
83-00370-05	LEONARD, JENNY	12/06/2016	RF-CK	3.99	REFUND CK: 126980	19520	
83-00421-13	ADERMAN, KELLIE / ROBERT	12/06/2016	RF-CK	99.68	REFUND CK: 126981	19520	
83-00744-06	THEVENOT, CHERYL L	12/06/2016	RF-CK	100.00	REFUND CK: 126982	19520	
84-00230-05	SMITH, ERIN K	12/06/2016	RF-CK	82.11	REFUND CK: 126983	19520	
84-00431-12	GAUMER, WENDY R	12/06/2016	RF-CK	87.50	REFUND CK: 126984	19520	
84-00457-00	TED LARE DESIGN BUILD, INC.	12/06/2016	RF-CK	339.95	REFUND CK: 126985	19520	
84-00558-00	GREEN TECH OF IOWA, LLC	12/06/2016	RF-CK	1,438.77	REFUND CK: 126986	19520	
84-02270-04	SHIVVERS, DEAN J	12/06/2016	RF-CK	1.85	REFUND CK: 126987	19520	
84-02699-03	STOCKMAN, CHRIS	12/06/2016	RF-CK	66.72	REFUND CK: 126988	19520	
85-00089-06	KNIPE, MATTHEW J	12/06/2016	RF-CK	65.59	REFUND CK: 126989	19520	
85-00103-03	HAYES, JORDAN	12/06/2016	RF-CK	97.44	REFUND CK: 126990	19520	
85-00200-03	FARMER, LEIA E	12/06/2016	RF-CK	13.66	REFUND CK: 126991	19520	
85-00977-00	HALE DEVELOPMENT CO LLC	12/06/2016	RF-CK	61.85	REFUND CK: 126992	19520	
85-01397-00	RELEVANT HOMES	12/06/2016	RF-CK	74.28	REFUND CK: 126993	19520	

12-14-2016 10:34 AM
PERIOD: 11/30/2016 THRU 12/14/2016
ZONE: * - All Zones
REVENUE CODE: All
ADJUSTMENT CODES: All

MONTHLY TRANSACTION REPORT

C

===== M O N T H L Y D I S T R I B U T I O N =====

MONTH	REVENUE CODE	TYPE	COUNT	AMOUNT	TYPE	COUNT	AMOUNT	TYPE	COUNT	AMOUNT
12/2016	999 - REFUND	RF-CK	18	3,105.14						
									MONTH TOTAL	3,105.14
									GRAND TOTAL FOR PERIOD	3,105.14
									DEPOSIT TOTAL FOR PERIOD	0.00

C

===== R E V E N U E C O D E T O T A L S B Y T Y P E =====

REVENUE CODE	TYPE	COUNT	AMOUNT	TYPE	COUNT	AMOUNT	TYPE	COUNT	AMOUNT
999 - REFUND	RF-CK	18	3,105.14						
								REVENUE TOTAL	3,105.14
								GRAND TOTAL FOR PERIOD	3,105.14

===== T O T A L S B Y T R A N S A C T I O N T Y P E =====

TYPE	COUNT	AMOUNT
REFUND CHECK	18	3,105.14
TOTAL FOR PERIOD	18	3,105.14

D

Council Payroll Reimbursements

By Check Number

Date Range: 11/16/2016 - 12/05/2016



City of Waukeee, IA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
034875	CITY OF WAUKEEE	11/16/2016	Regular	0.00	4,448.26	126646
Bank Code: AP-WAUKEE STATE						
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0001925	Invoice	11/15/2016	CELL PHONE REIMBURSEMENT	0.00	215.00	
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	12.20			
520-2030000	PAYROLL PAYABLES	CELL PHONE REIMBURSEMENT	18.75			
540-2030000	PAYROLL PAYABLES	CELL PHONE REIMBURSEMENT	27.17			
INV0001930	Invoice	11/15/2016	LIFE INSURANCE PREMIUM	0.00	578.42	
010-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	411.12			
060-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	14.15			
510-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	25.00			
520-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	23.86			
540-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	43.99			
560-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	25.55			
570-2030000	PAYROLL PAYABLES	LIFE INSURANCE PREMIUM	34.75			
INV0001931	Invoice	11/15/2016	STD INSURANCE PREMIUM	0.00	519.84	
010-2030000	PAYROLL PAYABLES	STD INSURANCE PREMIUM	381.30			
060-2030000	PAYROLL PAYABLES	STD INSURANCE PREMIUM	44.67			
510-2030000	PAYROLL PAYABLES	STD INSURANCE PREMIUM	31.43			
520-2030000	PAYROLL PAYABLES	STD INSURANCE PREMIUM	8.48			
540-2030000	PAYROLL PAYABLES	STD INSURANCE PREMIUM	26.97			
560-2030000	PAYROLL PAYABLES	STD INSURANCE PREMIUM	26.99			
INV0001934	Invoice	11/15/2016	HEALTH INSURANCE DEDUCTION	0.00	2,805.00	
010-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	2,091.00			
060-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	153.01			
510-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	100.96			
520-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	95.63			
540-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	207.15			
560-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	85.00			
570-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	42.50			
750-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	29.75			
INV0001935	Invoice	11/15/2016	HEALTH INSURANCE DEDUCTION	0.00	330.00	
010-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	255.00			
060-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	15.00			
510-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	20.62			
520-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	18.75			
540-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	5.63			
570-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO	15.00			
036350	IOWA DEPT OF HUMAN SERVICES	11/16/2016	Regular	0.00	1,616.70	126647
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0001919	Invoice	11/15/2016	CHILD SUPPORT	0.00	1,616.70	
010-2011300	CHILD SUPPORT PAYABLE	CHILD SUPPORT	1,616.70			
036740	COMMUNICATIONS WORKERS OF AMERICA	11/16/2016	Regular	0.00	838.14	126648

D

Council Payroll Reimbursements

Date Range: 11/16/2016 - 12/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001922	Invoice	11/15/2016	CWA LOCAL 7102 UNION DUES	0.00	838.14	
	010-2014100	CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES		426.39	
	060-2014100	CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES		83.11	
	510-2014100	CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES		68.94	
	520-2014100	CREDIT UNION DEDUCTI	CWA LOCAL 7102 UNION DUES		65.73	
	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	11/16/2016	Regular	0.00	76,399.32	126649
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001940	Invoice	11/15/2016	FICA TAX WITHHOLDING	0.00	34,361.70	
	010-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		27,136.08	
	060-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		1,394.48	
	510-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		1,166.38	
	520-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		1,218.36	
	540-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		1,776.28	
	560-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		605.60	
	570-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		529.08	
	750-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		535.44	
INV0001941	Invoice	11/15/2016	FEDERAL WITHHOLDING TAXES	0.00	33,743.74	
	010-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		26,778.38	
	060-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		1,282.01	
	510-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		1,143.93	
	520-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		1,458.82	
	540-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		1,578.20	
	560-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		651.45	
	570-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		601.55	
	750-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		249.40	
INV0001942	Invoice	11/15/2016	MEDICARE TAX WITHHOLDING	0.00	8,293.88	
	010-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		6,604.02	
	060-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		326.14	
	510-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		272.82	
	520-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		284.92	
	540-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		415.40	
	560-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		141.64	
	570-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		123.72	
	750-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		125.22	
133560	MEALS FROM THE HEARTLAND	11/16/2016	Regular	0.00	97.58	126650
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001927	Invoice	11/15/2016	MEALS FROM HEARTLAND DEDUCTION	0.00	97.58	
	010-2030000	PAYROLL PAYABLES	MEALS FROM HEARTLAND DED		82.29	
	510-2030000	PAYROLL PAYABLES	MEALS FROM HEARTLAND DED		1.04	
	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	11/16/2016	Regular	0.00	4,347.11	126651

D

Council Payroll Reimbursements

Date Range: 11/16/2016 - 12/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213250	UNITED WAY CENTRAL IOWA	11/16/2016	Regular	0.00	203.38	126652
INV0001932	Invoice	11/15/2016	SECTION 125 MEDICAL DEDUCTIONS	0.00	2,496.30	
	010-2030000		PAYROLL PAYABLES		1,876.17	
	060-2030000		PAYROLL PAYABLES		10.41	
	510-2030000		PAYROLL PAYABLES		115.63	
	520-2030000		PAYROLL PAYABLES		15.62	
	540-2030000		PAYROLL PAYABLES		183.33	
	560-2030000		PAYROLL PAYABLES		97.23	
	570-2030000		PAYROLL PAYABLES		125.00	
	750-2030000		PAYROLL PAYABLES		72.91	
INV0001933	Invoice	11/15/2016	SECTION 125 DAYCARE DEDUCTIONS	0.00	1,850.81	
	010-2030000		PAYROLL PAYABLES		1,642.48	
	560-2030000		PAYROLL PAYABLES		208.33	
233050	WAUKEE PUBLIC LIBRARY FRIENDS FOUNDATIC	11/16/2016	Regular	0.00	27.11	126653
INV0001924	Invoice	11/15/2016	UNITED WAY DEDUCTION	0.00	203.38	
	010-2030000		PAYROLL PAYABLES		179.29	
	510-2030000		PAYROLL PAYABLES		9.39	
	520-2030000		PAYROLL PAYABLES		7.49	
	560-2030000		PAYROLL PAYABLES		7.21	
034875	CITY OF WAUKEE	11/30/2016	Regular	0.00	5,289.93	126819
INV0001928	Invoice	11/15/2016	LIBRARY FRIENDS FOUNDATION PAYROLL	0.00	27.11	
	010-2030000		PAYROLL PAYABLES		25.03	
	510-2030000		PAYROLL PAYABLES		1.04	
	560-2030000		PAYROLL PAYABLES		1.04	
INV0001993	Invoice	11/30/2016	CELL PHONE REIMBURSEMENT	0.00	215.00	
	010-2030000		PAYROLL PAYABLES		147.50	
	060-2030000		PAYROLL PAYABLES		9.37	
	510-2030000		PAYROLL PAYABLES		12.18	
	520-2030000		PAYROLL PAYABLES		18.75	
	540-2030000		PAYROLL PAYABLES		27.20	
INV0001994	Invoice	11/30/2016	GOLF APARTMENT RENT	0.00	600.00	
	010-2030000		PAYROLL PAYABLES		600.00	
INV0001999	Invoice	11/30/2016	LIFE INSURANCE PREMIUM	0.00	587.92	
	010-2030000		PAYROLL PAYABLES		414.12	
	060-2030000		PAYROLL PAYABLES		19.45	
	510-2030000		PAYROLL PAYABLES		25.60	
	520-2030000		PAYROLL PAYABLES		24.47	
	540-2030000		PAYROLL PAYABLES		43.98	
	560-2030000		PAYROLL PAYABLES		25.55	
	570-2030000		PAYROLL PAYABLES		34.75	
INV0002000	Invoice	11/30/2016	STD INSURANCE PREMIUM	0.00	534.52	
	010-2030000		PAYROLL PAYABLES		389.50	
	060-2030000		PAYROLL PAYABLES		44.66	
	510-2030000		PAYROLL PAYABLES		34.66	

D

Council Payroll Reimbursements

Date Range: 11/16/2016 - 12/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	520-2030000		PAYROLL PAYABLES STD INSURANCE PREMIUM		11.71	
	540-2030000		PAYROLL PAYABLES STD INSURANCE PREMIUM		27.00	
	560-2030000		PAYROLL PAYABLES STD INSURANCE PREMIUM		26.99	
INV0002003	Invoice	11/30/2016	HEALTH INSURANCE DEDUCTION	0.00	2,847.50	
	010-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		2,133.50	
	060-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		153.01	
	510-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		100.96	
	520-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		95.63	
	540-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		207.15	
	560-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		85.00	
	570-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		42.50	
	750-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		29.75	
INV0002004	Invoice	11/30/2016	HEALTH INSURANCE DEDUCTION	0.00	330.00	
	010-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		255.00	
	060-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		15.00	
	510-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		20.64	
	520-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		18.74	
	540-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		5.62	
	570-2030000		PAYROLL PAYABLES HEALTH INSURANCE DEDUCTIO		15.00	
036350	IOWA DEPT OF HUMAN SERVICES	11/30/2016	Regular	0.00	1,740.58	126820
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001986	Invoice	11/30/2016	CHILD SUPPORT	0.00	1,740.58	
	010-2011300		CHILD SUPPORT PAYABLE CHILD SUPPORT		1,616.70	
	060-2011300		CHILD SUPPORT PAYABLE CHILD SUPPORT		123.88	
036740	COMMUNICATIONS WORKERS OF AMERICA	11/30/2016	Regular	0.00	838.14	126821
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001990	Invoice	11/30/2016	CWA LOCAL 7102 UNION DUES	0.00	838.14	
	010-2014100		CREDIT UNION DEDUCTI CWA LOCAL 7102 UNION DUES		426.39	
	060-2014100		CREDIT UNION DEDUCTI CWA LOCAL 7102 UNION DUES		83.11	
	510-2014100		CREDIT UNION DEDUCTI CWA LOCAL 7102 UNION DUES		68.94	
	520-2014100		CREDIT UNION DEDUCTI CWA LOCAL 7102 UNION DUES		65.74	
	540-2014100		CREDIT UNION DEDUCTI CWA LOCAL 7102 UNION DUES		134.08	
	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	11/30/2016	Regular	0.00	74,673.04	126822
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0002008	Invoice	11/30/2016	FICA TAX WITHHOLDING	0.00	33,724.52	
	010-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		27,014.30	
	060-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		1,316.46	
	510-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		1,129.28	
	520-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		1,064.12	
	540-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		1,766.60	
	560-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		605.60	
	570-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		529.08	
	750-2010300		FICA TAX WITHHOLDING FICA TAX WITHHOLDING		299.08	
INV0002009	Invoice	11/30/2016	FEDERAL WITHHOLDING TAXES	0.00	32,857.32	
	010-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		26,368.81	
	060-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		1,199.33	
	510-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		1,098.35	
	520-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		1,191.17	
	540-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		1,594.50	
	560-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		651.45	
	570-2010200		FEDERAL TAX WITHHOLDI FEDERAL WITHHOLDING TAXES		601.55	

D

Council Payroll Reimbursements

Date Range: 11/16/2016 - 12/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-2010200		FEDERAL TAX WITHHOLDI		152.16	
INV0002010	Invoice	11/30/2016	MEDICARE TAX WITHHOLDING	0.00	8,091.20	
	010-2010400		MEDICARE TAX WITHHOL		6,521.92	
	060-2010400		MEDICARE TAX WITHHOL		307.88	
	510-2010400		MEDICARE TAX WITHHOL		264.14	
	520-2010400		MEDICARE TAX WITHHOL		248.86	
	540-2010400		MEDICARE TAX WITHHOL		413.10	
	560-2010400		MEDICARE TAX WITHHOL		141.64	
	570-2010400		MEDICARE TAX WITHHOL		123.72	
	750-2010400		MEDICARE TAX WITHHOL		69.94	
133560	MEALS FROM THE HEARTLAND	11/30/2016	Regular	0.00	97.58	126823
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001996	Invoice	11/30/2016	MEALS FROM HEARTLAND DEDUCTION	0.00	97.58	
	010-2030000		PAYROLL PAYABLES		82.29	
	510-2030000		PAYROLL PAYABLES		1.04	
	540-2030000		PAYROLL PAYABLES		10.00	
	560-2030000		PAYROLL PAYABLES		4.25	
206800	TOTAL ADMINISTRATIVE SERVICES CORP	11/30/2016	Regular	0.00	4,347.11	126824
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0002001	Invoice	11/30/2016	SECTION 125 MEDICAL DEDUCTIONS	0.00	2,496.30	
	010-2030000		PAYROLL PAYABLES		1,876.17	
	060-2030000		PAYROLL PAYABLES		10.41	
	510-2030000		PAYROLL PAYABLES		115.63	
	520-2030000		PAYROLL PAYABLES		15.62	
	540-2030000		PAYROLL PAYABLES		183.33	
	560-2030000		PAYROLL PAYABLES		97.23	
	570-2030000		PAYROLL PAYABLES		125.00	
	750-2030000		PAYROLL PAYABLES		72.91	
INV0002002	Invoice	11/30/2016	SECTION 125 DAYCARE DEDUCTIONS	0.00	1,850.81	
	010-2030000		PAYROLL PAYABLES		1,642.48	
	560-2030000		PAYROLL PAYABLES		208.33	
213250	UNITED WAY CENTRAL IOWA	11/30/2016	Regular	0.00	203.38	126825
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001992	Invoice	11/30/2016	UNITED WAY DEDUCTION	0.00	203.38	
	010-2030000		PAYROLL PAYABLES		179.29	
	510-2030000		PAYROLL PAYABLES		9.39	
	520-2030000		PAYROLL PAYABLES		7.49	
	560-2030000		PAYROLL PAYABLES		7.21	
233050	WAUKEE PUBLIC LIBRARY FRIENDS FOUNDATIC	11/30/2016	Regular	0.00	27.11	126826
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001997	Invoice	11/30/2016	LIBRARY FRIENDS FOUNDATION PAYROLL	0.00	27.11	
	010-2030000		PAYROLL PAYABLES		25.03	
	510-2030000		PAYROLL PAYABLES		1.04	
	560-2030000		PAYROLL PAYABLES		1.04	
034875	CITY OF WAUKEE	12/01/2016	Regular	0.00	50.00	126827
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001972	Invoice	12/01/2016	CELL PHONE REIMBURSEMENT	0.00	7.50	
	520-2030000		PAYROLL PAYABLES		7.50	
INV0001973	Invoice	12/01/2016	HEALTH INSURANCE DEDUCTION	0.00	42.50	

D

Council Payroll Reimbursements

Date Range: 11/16/2016 - 12/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	520-2030000	PAYROLL PAYABLES	HEALTH INSURANCE DEDUCTIO		42.50	
099999	EFTPS	12/01/2016	Regular	0.00	7,708.87	126828
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0001977	Invoice	12/01/2016	FICA TAX WITHHOLDING	0.00	4,527.56	
	010-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		2,869.24	
	060-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		117.74	
	510-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		239.26	
	520-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		388.58	
	540-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		575.90	
	560-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		111.60	
	570-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		182.28	
	750-2010300	FICA TAX WITHHOLDING	FICA TAX WITHHOLDING		42.96	
INV0001978	Invoice	12/01/2016	FEDERAL WITHHOLDING TAXES	0.00	2,118.33	
	010-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		1,022.80	
	060-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		23.63	
	510-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		142.86	
	520-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		351.66	
	540-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		304.33	
	560-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		93.58	
	570-2010200	FEDERAL TAX WITHHOLDI	FEDERAL WITHHOLDING TAXES		179.47	
INV0001979	Invoice	12/01/2016	MEDICARE TAX WITHHOLDING	0.00	1,062.98	
	010-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		675.10	
	060-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		27.56	
	510-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		55.98	
	520-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		90.88	
	540-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		134.68	
	560-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		26.10	
	570-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		42.64	
	750-2010400	MEDICARE TAX WITHHOL	MEDICARE TAX WITHHOLDING		10.04	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	37	18	0.00	182,953.34
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
	37	18	0.00	182,953.34

D

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2016	175,194.47
999	POOLED CASH	12/2016	7,758.87
			<hr/>
			182,953.34

E



City of Waukeee, IA

Publication Report

By Employee Name

Payroll Set: 01 - City of Waukeee

For Date Range 11/16/2016-12/01/2016

Employee Name	Salary
ABBOTT, BRENT	\$1,223.14
ADKINS, COREY	\$1,241.87
ALDRICH, SHAWN	\$1,646.43
APPLE, WILLIAM	\$132.31
ARIAS, HECTOR	\$2,860.89
ARMSTRONG, BRETT	\$2,133.05
BAKER, RANDY	\$1,841.23
BAUMAN, LISA	\$1,540.42
BERG, BROOKE	\$84.24
BOHARDT, HAZEL	\$356.34
BRUNS, RACHEL	\$1,905.25
BURKHART, LINDA	\$3,722.06
BUSH, COURTNEY	\$986.74
CAMPBELL, JUDY	\$452.17
CAMPBELL, SCOTT	\$2,524.41
CICHOSKI, KELLI	\$1,684.05
CLEMEN, ANTHONY	\$493.68
COLE, JACOB	\$301.96
CORKREAN, JENNIFER	\$2,331.76
CRAVEN, GAYLA	\$46.45
CUNNINGHAM, DEANA	\$569.18
CUNNINGHAM, SCOTT	\$2,865.09
DANIEL, COLE	\$1,263.66
DAVIS, BRIAN	\$501.00
DEBOER, MELISSA	\$1,139.65
DEETS, BRADLY	\$3,468.62
DEZEEUW, DAVID	\$3,280.04
DODGE, JUSTIN	\$2,759.27
DUNBAR, DIANA	\$1,153.10
DUTCHER, DAN	\$3,122.75
EASTMAN, DAVID	\$1,113.28
EDWARDS, DANAE	\$1,023.76
ELDRIDGE, MALLORY	\$712.94
ELLIOTT, STEVE	\$1,977.75
EVANS, SUMMER	\$2,067.64
EVERMAN, MASON	\$320.14
FLUGGE-SMITH, JAMIE	\$1,688.32
FREDERICK, JUSTIN	\$1,950.77
FROELICH, WILLIAM	\$240.84
GIBSON, JOHN	\$4,287.53
GITZEN, ROBERT	\$2,030.92
GODWIN, EDWARD	\$60.38
GROVE, BRIAN	\$260.87
HANSON, ANTHONY	\$2,781.31
HANSON, LAURA	\$1,387.69
HARDIN, THOMAS	\$258.75
HASKINS, STACEY	\$1,206.09
HEIMANN, RONALD	\$2,524.26
HENTGES, ERIC	\$376.41
HERR, JENNA	\$1,499.69
HERRICK, ROBERT	\$2,886.36
HILGENBERG, ADAM	\$1,886.89
HOLDEN, PATRICIA	\$2,853.32
HOPTON, SIMONE	\$113.00
HUSTED, TROY	\$1,645.05
HUTTON, JOSHUA	\$835.21
JENSEN, CHAD	\$552.01

E

Employee Name	Salary
JERMIER, MATTHEW	\$3,292.77
KASS, ANDREW	\$2,113.08
KASZINSKI, BRETT	\$504.06
KELLER, CHRISTOPHER	\$2,486.63
KERR, JACOB	\$1,778.43
KESSLER, MATTHEW	\$1,732.90
KIES, SUSAN	\$1,503.89
KOESTER, EVAN	\$1,916.99
LARSON, KENNETH	\$481.82
LARSON, KRISTINE	\$2,483.05
LAUGHRIDGE, DANIEL	\$1,904.78
LEMKE, NEIL	\$1,239.96
LONG, JEREMY	\$2,698.04
LYNCH, SHANNON	\$1,756.58
MANNING, JOSHUA	\$2,205.15
MANNING, TAYLOR	\$58.07
MAPES, TROY	\$3,555.78
MCCLINTIC, JAMES	\$1,795.72
MEDDERS, BRETT	\$1,558.72
MELLENCAMP, JEFFREY	\$3,519.65
MINIKUS, JOSHUA	\$2,335.29
MOERMAN, TIMOTHY	\$4,419.67
MURRA, BRIAN	\$1,873.53
NICELY-GREEN, CODY	\$457.56
NITZEL, NICOLE	\$601.67
NORTON, PATRICK	\$144.05
OAKLEY, JON	\$2,376.78
OLSEN, KARI	\$1,481.52
OSTRING, KATHLEEN	\$2,016.14
PARISH, TONJA	\$1,745.96
PARKER, SUSAN	\$45.36
PERDRIAU, MARIE	\$203.88
PETERSON, KATIE	\$1,150.43
PETERSON, OREN	\$2,227.64
PETTIT, BRANDON	\$1,875.92
PINEGAR, TOMMIE	\$681.76
PIZINGER, JAMES	\$650.64
POSADAS, OSCAR	\$551.51
PUDENZ, DANIELLE	\$97.70
PURVIS, KATHRYN	\$1,205.51
QUINN, JOHN	\$3,007.84
RASH, RONALD	\$1,985.86
RICHARDSON, ELIZABETH	\$2,607.32
ROBINSON, CLINT	\$3,397.32
ROYER, TIMOTHY	\$4,112.77
ROYSTER, JACOB	\$1,476.75
SCHAUFENBUEL, KARI	\$916.60
SCHETTLER, RODNEY	\$2,947.05
SCHUETT, REBECCA	\$2,904.97
SEDDON, JOSH	\$280.25
SHARON, JEREMIAH	\$1,485.72
SHORT, MCKENZIE	\$36.22
SKELLENGER, AMANDA	\$110.05
SNELSON, NATHANIEL	\$383.61
SOFEN, NATASHA	\$34.56
SPOSETO, MACKENZIE	\$2,820.92
SPRAGUE, JEREMY	\$319.21
SPRAGUE, MATTHEW	\$2,244.15
STAROSELSKY, GALENA	\$737.85
STEINKE, KURT	\$319.15
STEPHENS, CLINT	\$207.07
STEWART, ERIC	\$2,190.44
STOTZ, MELISSA	\$618.03
TIBBLES, STEVEN	\$1,515.00

E

Employee Name	Salary
TUEL, JASON	\$374.63
TYSDAL, THOMAS	\$2,469.56
VANDE KAMP, JOSHUA	\$1,845.47
VOEGTLE, TIMOTHY	\$1,790.19
VOKES, LARRY	\$618.41
WALLACE, ERIC	\$2,633.37
WASKE, CHARLES	\$1,850.61
WAYCASTER, SAVANNAH	\$133.52
WERTS, DANIEL	\$2,301.74
WESTON STOLL, KERI	\$1,614.69
WHITE, JASON	\$1,381.43
WHITE, LEAH	\$1,207.52
WIGGINS, MATHEW	\$1,551.87
WILSON, JODY	\$417.60
WINTERS, TROY	\$2,795.17
WISE, NATHAN	\$2,657.05
WOOD, DANIEL	\$1,249.38
WRIGHT, PAUL	\$638.26
YATES, CASSANDRA	\$443.80



**WAUKEE CITY COUNCIL MINUTES
December 5, 2016**

- (A) **Call to Order** – The regular meeting of the Waukee City Council was called to order by Mayor Pro Tem Peterson at 5:32 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: Council Members Anna Bergman, Brian Harrison, Shelly Hughes, Larry R. Lyon, Rick Peterson. Absent: Mayor William F. Peard.

Also present: City Administrator Tim Moerman, Finance Director Linda Burkhart, Development Services Director Brad Deets, Public Works Director John Gibson, Marketing and Communications Director Summer Evans, Police Chief John Quinn, City Clerk Rebecca D. Schuett, City Attorney Steve Brick.

- (D) **Open Forum**
- (E) **Agenda Approval** – Council Member Lyon moved to approve the agenda; seconded by Council Member Harrison. Results of vote: Ayes: Bergman, Harrison, Hughes, Lyon, Peterson. Nays: None. Motion carried 5 – 0.
- (F) **Mayor’s Report**
- (G) **Presentations: None**
- (H) **Public Hearings:**

1) **On the proposed vacation of a portion of a Surface Water Flowage and Surface Water Storage Easement [Southfork Plat 1, Lot 22]** – Mayor Pro Tem Peterson opened the public hearing and asked if any written correspondence had been received; City Clerk Schuett replied in the negative. Development Services Director Deets briefly reviewed the easement vacation area, stating that the current property owners wish to make improvements to their home that would extend into the existing easement. The City engineer and engineers working on behalf of the property owner have reviewed the easement and both agree that there is no issue with vacating the proposed portion of the easement. No comments were made by the public present.

(I) **Public Hearing Action Items:**

1) **Resolution: Consideration of approval of a resolution approving vacation of a portion of a Surface Water Flowage and Surface Water Storage Easement [Southfork Plat 1, Lot 22]** – City Attorney Brick asked if the Southfork Homeowners Association was aware of the proposed easement vacation; Development Services Director Deets replied in the affirmative, noting that the homeowners association approves of the vacation. Council Member Lyon asked what precipitated the request to vacate the easement portion; Mr. Deets replied that the property owners wish to build a deck onto their home and it was discovered that the proposed deck would encroach on the existing easement. Council Member Hughes moved to approve the resolution; seconded by Council Member Harrison. Results of vote: Ayes: Bergman, Harrison, Hughes, Lyon, Peterson. Nays: None. Motion carried 5 – 0. (Resolution #16-507)

(J) **Action Items**

1) **Consent Agenda:** Council Member Lyon moved to approve the Consent Agenda; seconded by Council Member Harrison. Results of vote: Ayes: Bergman, Harrison, Hughes, Lyon, Peterson. Nays: None. Motion carried 5 – 0.

A. Consideration of approval of 12/05/2016 Bill List; 11/15/2016 Payroll:

CHECKS ISSUED PRIOR TO COUNCIL APPROVAL 12/05/2016:

CITY OF WAUKEE	HEALTH INSURANCE DEDUCTION	\$4,448.26
COMMUNICATIONS WORKERS OF AMERICA	CWA LOCAL 7102 UNION DUES	838.14
EFTPS	FICA TAX WITHHOLDING	76,399.32
IOWA DEPT OF HUMAN SERVICES	CHILD SUPPORT	1,616.70
MEALS FROM THE HEARTLAND	MEALS FROM HEARTLAND DEDUCTION	97.58
TOTAL ADMINISTRATIVE SERVICES CORP	SECTION 125 MEDICAL DEDUCTIONS	4,347.11

UNITED WAY CENTRAL IOWA	UNITED WAY DEDUCTION	203.38
WAUKEE PUBLIC LIBRARY FRIENDS FOUNDATION	LIBRARY FRIENDS FOUNDATION PAYROLL CONTRIBUTION	27.11
ABSOLUTE TRANSPORTATION, LLC	BUS RENTAL FOR LIGHTS TOUR	575.00
BANK OF AMERICA	OCTOBER '16 STATEMENT	11,425.09
GREATER DES MOINES PARTNERSHIP	ANNUAL LEGISLATIVE LEADERSHIP LUNCH	35.00
CHARTER BANK	2016 REV-GOLF & GO-GOLF PRIN/INT	68,488.83
BILL GORDISH	ICE SCULPTING	550.00
WEST BANK	2016A INTEREST	3,520.00
TOTAL		\$172,571.52

UNPAID BILLS PRESENTED FOR APPROVAL 12/05/2016:

ACCESS SYSTEMS	NOVEMBER '16 SERVICE FEE	\$7,233.28
ACCESS SYSTEMS LEASING	NOVEMBER '16 COPIER/PRINTER LEASE	3,355.98
ADEL AUTO PARTS	MANUAL TRANSFER PUMP/OIL FILTERS	54.96
AT&T MOBILITY	NOV '16 STATEMENT	58.13
BACHARACH INC	CALIBRATION-ODOROMETER	195.00
BANKERS TRUST COMPANY	DECEMBER '16 SINKING FUND TRANSFER	641,500.00
BAX SALES, INC	WILTON 6" CAM ACTION DRILL PRESS/75# CABLE TIE	655.90
BIRDS & BLOOMS	SUBSCRIPTION	19.98
BLACK HILLS ENERGY	NOV '16 STATEMENT	2,891.25
BOUND TREE MEDICAL	MEDICAL SUPPLIES	695.91
BRELSFORD PROPERTIES LLC	EXPRESS WASHES	10.00
CARPENTER UNIFORM CO	VEST - GITZEN/BELT-CICHOSKI	2,623.15
CFI SALES INC	10 PLY GALAXY MARATHONER/AIR LIQUID VALVES	631.50
CHEMSEARCH	TEL-X PLUS AEROSOL/YEILD AEROSOL	452.11
CINTAS CORPORATION	FIRST AID KIT SUPPLIES	447.93
CITY OF ANKENY	VIKINGS/LIONS GAME REC FEES	1,515.00
CIVIC PLUS	WEBSITE & PAYMENT MODULE FEES	4,813.00
COMMERCIAL APPRAISERS OF IOWA	SOUTH OUTFALL SANITARY SEWER PROJECT	4,800.00
CONTROL INSTALLATIONS OF IOWA, INC	CAMERA #2 EQUIPMENT BAY	588.08
CORELL CONTRACTOR INC	ASPHALT	333.48
CRYSTAL CLEAR BOTTLED WATER	WATER	7.50
DALE EDWARDS TRUCKING INC	HAULING STONE	2,406.44
DAVIS EQUIPMENT CORPORATION	CONTROLLER TROUBLE	
DELTA DENTAL	SHOOTING/FILTERS	2,527.47
DENMAN & COMPANY LLP	DEC '16 DENTAL INSURANCE PREMIUM	7,729.73
DES MOINES REGISTER	FY '16 AUDIT	9,900.00
DISCOUNT SCHOOL SUPPLY	SUBSCRIPTION	276.02
DISPLAY SALES	STORYTIME CRAFT	
DOG WASTE DEPOT	SUPPLIES/SENSORY TIME MATERIALS	149.60
EARL MAY SEED & NURSERY	36" GOLD STAR TOPPER WITH MINILIGHTS	112.00
ELECTRIC PUMP & TOOL INC	DOG WASTE ROLLS	93.60
ELECTRICAL ENGINEERING EQUIPMENT CO	PEAT	19.98
ELECTRONIC ENGINEERING CO	IMPELLER KIT/GASKET	3,745.40
EMERGENCY MEDICAL PRODUCTS, INC.	REEL/SEALANT	223.58
	ANT/VHF/150-174MHZ/ON-GLASS	187.40
	GLOVES	233.35

FAREWAY STORES, INC.	WATER FOR CONFERENCE	49.87
FASTENAL COMPANY	ROOMS/SUPPLIES LIB. PROGRAMS	239.44
FIRST CHOICE COFFEE SERVICES	GLOVES/EAR PLUGS/EYEWEAR	101.38
FOTH INFRASTRUCTURE & ENVIRONMENT LLC	COFFEE	
G & K SERVICES INC	GENERAL ENGINEERING SERVICES	16,658.32
	MAT SERVICES	238.86
G & L CLOTHING	SHIRTS CAMPBELL/BAKER/SHARON/WERTS/KOESTER	1,188.00
GALL'S INC	PANTS & SHIRT - WISE/POSADAS	240.96
GAS PRODUCTS SALES	R25017 2" FLANGED B34IMRV 3/8"	1,340.42
GRIMES ASPHALT & PAVING	1/2 MM-AMES/RAP	501.72
	PHILLIPS MOTOR/HARNESS REPAIR KIT/BEARING	749.59
HAWKEYE TRUCK EQUIPMENT		
HAZARDOUS WASTE MANAGEMENT, INC.	SWEPT DIESEL TANK/BIOCIDE	444.00
HD SUPPLY WATERWORKS	PVC PIPE/GASKET/SLEEVE	441.36
	DEC '16 HMA MONTHLY CONSULTING FEE	3,546.71
HOLMES MURPHY	NOVEMBER '16 FUEL	2,960.26
HY-VEE	DRISCO 6500 CTS/HIGHLINE VB/WIRE TRACER/BALL VALVE	5,415.04
INDUSTRIAL SALES COMPANY INC	SUMMER SET OAKS/ALICE	
INFRASOURCE CONSTRUCTION, LLC	PATRICIA/GPP-SE ASHWORTH	35,992.55
INGERSOLL RAND	AIRCARE ADVANTAGE	602.09
INGRAM LIBRARY SERVICES	BOOKS	3,819.60
INTERSTATE ALL BATTERY CENTER	BATTERIES	136.85
IOWA ASSOCIATION OF MUNICIPAL UTILITIES	0Q TEST GRADING & RECORD KEEPING - ROYER	15.00
IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSN	DECEMBER '16 WORKERS COMPENSATION	19,156.00
IOWA RURAL WATER ASSOCIAT	2017 COMMUNITY MEMBERSHIP DUES	375.00
IOWA SIGNAL INC	INSTALL LED LUMINAIRE	710.83
IOWA WORKFORCE DEVELOPMENT	LABORSHED STUDY	1,000.00
ISAAC OAKS	FURNACE REBATE	75.00
	CIC ORNAMENTAL & TURFGRASS APPLICATORS	35.00
ISU EXTENSION - DALLAS CO	CONCRETE LUNCH & LEARN - CORKREAN/TIBBLES	30.00
ISWEP	REFUND FOR RETURNED ITEM - MINECRAFT	11.97
JACIE PALIZZOLO	REFUND FOR RETURNED ITEM - HAYLEY THE RAIN FAIRY	4.99
JONI MOORE	FURNACE/THERMOSTAT REBATE	105.00
KATHY BURKE	REFUND ON LIQUOR LICENSE	633.75
KENNY'S GARAGE, INC	ROTARY GAS METER	1,793.68
KOONS GAS MEASUREMENT	TELESCOPING EYE GAS GATE KEY	377.88
KRAVITCH MACHINE COMPANY	WATER TOWER ANTENNA INSTALLATION	5,779.15
LARSON DATA COMMUNICATIONS	DRILL BIT/PLUG PIPE	
	ADAPTER/WEATHERPACKS	400.90
LAWSON PRODUCTS INC	ADAPTOR	48.25
MARK STUCHEL INC.		
MARTIN MARIETTA AGGREGATE, INC.	ROAD STONE	1,648.55
	GLASSMASTER 30 YR/GUTTER APRON/SHINGLES	1,062.39
MENARDS	NOVEMBER '16 CLEANING	610.00
MERRITT COMPANY INC	NOVEMBER '16 STATEMENT	28,811.33
MID AMERICAN ENERGY		

MIDWEST BEARING & SUPPLY	PARTS	18.10
MIDWEST ENERGY ASSOCIATION	2017 GAS MEMBERSHIP INVESTMENT REFUND FOR RETURNED ITEM -	1,877.40
MIRIAM RINEHART	AMELIA'S 5TH GRADE NOTE	9.95
MOBOTREX, INC	BOONE DR FLASHING LIGHT REPAIR	1,495.00
MUNICIPAL EMERGENCY SERVICES, INC.	CROSSFIRE KNIGHT STRUCTURAL BOOTS	350.00
MUNICIPAL SUPPLY, INC.	METERS	1,727.10
MUTUAL OF OMAHA	DEC '16 LIFE & DISABILITY PREMIUM	3,309.25
NAPA AUTO PARTS STORE	HYD HOSE FITTINGS	46.54
NATIONAL RECREATION AND PARK ASSOCIATION	NRPA MEMBERSHIP - JERMIER	165.00
NATIONWIDE OFFICE CLEANERS LLC	CLEANING	2,100.05
NORTHERN TOOL & EQUIPMENT	FOLDING ALUMINUM PLATFORM	38.98
OFFICE DEPOT	FOLDERS/PAPER/PADS/POUCH	206.33
ORKIN PEST CONTROL	PEST CONTROL SRVCS	65.97
PALMERS DELI & MARKET	STAFF GOAL SETTING LUNCH	114.00
PLUMB SUPPLY COMPANY	GALV. REDC COUPLING	62.58
POLLARDWATER	6 MONITOR WELL PLUG	90.61
POWER PLAN	TRACTOR PARTS	395.06
PRAXAIR DISTRIBUTION #440	CYLINDER	64.13
PROFESSIONAL DEVELOPERS OF IOWA	MEMBER DUES - DUTCHER	670.00
QUALITY STRIPING INC	2016 DURABLE RESTRIPE PROJECT	70,234.58
RDG PLANNING & DESIGN	RAILROAD PERGOLA ADD'L SRVCS	4,434.81
RED WING SHOE STORE	BOOTS - ELLIOT	324.99
RESULTS BODYLAB	RESULTS BOOT CAMP	924.00
RICK'S TOWING	TOWING	85.00
ROCKMOUNT RESEARCH & ALLOYS, INC	ZETA STRIP 2"X12"	1,192.06
S & H ELECTRIC INC	MOTOR	175.00
SANDRA LANZ	REFUND FOR RETURNED ITEM - THE 5TH WAVE	18.99
SDS BINDERWORKS, INC.	SUBSCRIPTION	755.25
SHANAN VAUDT	FURNACE/THERMOSTAT REBATE	180.00
SHIVE HATTERY INC.	WESTON PKWY/R22 INTRSCN IMPRVMENTS	2,362.08
SNYDER & ASSOCIATES INC	SIGNAL EQUIPMENT RVW & CCTV DESIGN	786.50
SPORTS ILLUSTRATED	SUBSCRIPTION	89.04
SPRAYER SPECIALTIES INC	REAR MOUNT FRAME/PUMP/DRIVE KIT/BALL VALVE	2,413.48
STAR EQUIPMENT LTD	DOUBLE DRUM RIDING ROLLER	450.00
STATE LIBRARY OF IOWA	PUBLIC LIBRARY SUPPORT CLASS - ELDRIDGE	20.00
STEM EDUCATION & LEARNING, LLC	MECHANICAL ENGINEERING/ROBOTICS PROGRAMS	948.00
STIVERS FORD	ALIGNMENT/TIRE ROTATION	104.90
STOREY-KENWORTHY COMPANY	TAX FORMS W2'S/1099'S	244.85
TEAM SERVICES INC	CONSTRUCTION TESTING SERVICES	991.70
THE UPS STORE	SHIPPING	52.10
THE WALDINGER CORP	HVAC PREVENTATIVE MAINT. AGREEMENT	981.50
TOMPKINS INDUSTRIES	PIPE/COUPLER	616.41
TOTAL ADMINISTRATIVE SERVICES	FLEXPLAN ADMIN 01/17 - 3/17	1,112.16
TRUCK EQUIPMENT INC	LIGHTING HARNESS/HARNESS KIT	276.65

UNITED PARCEL SERVICE	SHIPPING	35.98
UNIVERSAL PRINTING SERVICES	ENVELOPE #10 WINDOW	3,569.65
UNIVERSITY OF IOWA HYGIENE	OCTOBER '16 TESTING FEES	187.50
UTILITY SAFETY AND DESIGN INC.	FINALIZE GAS SYSTEM MODEL/NAT	
VAN METER INDUSTRIAL INC	GAS ODORANT	3,866.50
VAN-WALL EQUIPMENT INC	CEMENT/COUPLING	61.80
VERIZON WIRELESS	TOGGLE/CABLE/HYD. QUICK	235.09
WASTEWATER RECLAMATION	NOVEMBER '16 STATEMENT	4,198.38
AUTHORITY	DECEMBER '16 FEES	108,076.50
WAUKEE ROTARY CLUB	NEW MEMBERSHIP DUES - BERGMAN	127.60
WEST DES MOINES WATER WORKS	DECEMBER '16 WATER TOWER RENT	729.00
TOTAL		\$1,061,506.50

PAYROLL 11/15/2016:

ABBOTT, BRENT	\$1,352.32
ADKINS, COREY	1,202.99
ALDRICH, SHAWN	1,529.79
APPLE, WILLIAM	553.44
ARIAS, HECTOR	2,572.30
ARMSTRONG, BRETT	1,947.80
BAKER, RANDY	1,658.61
BAUMAN, LISA	1,225.44
BERG, BROOKE	84.24
BERGMAN, ANNASTASIA	392.49
BOHARDT, HAZEL	382.42
BRUNS, RACHEL	1,672.77
BURKHART, LINDA	2,730.52
BUSH, COURTNEY	1,057.31
CAMPBELL, JUDY	535.12
CAMPBELL, SCOTT	2,403.47
CASEY, MARK	32.51
CICHOSKI, KELLI	1,769.89
CLEMEN, ANTHONY	995.39
COLE, JACOB	391.68
CORKREAN, JENNIFER	1,675.18
CRAVEN, GAYLA	69.64
CUNNINGHAM, DEANA	593.86
CUNNINGHAM, SCOTT	2,137.28
DANIEL, COLE	1,271.34
DAVIS, BRIAN	670.69
DEETS, BRADLY	2,900.55
DEZEEUW, DAVID	2,126.63
DODGE, JUSTIN	1,861.25
DUNBAR, DIANA	998.11
DUTCHER, DAN	3,006.11
EDWARDS, DANAE	1,507.12
ELDRIDGE, MALLORY	711.65
ELLIOTT, STEVE	1,728.53
EVANS, SUMMER	1,983.94
EVERMAN, MASON	322.46
FLUGGE-SMITH, JAMIE	1,855.31
FORRET, DENNIS	197.29
FREDERICK, JUSTIN	1,872.28
FROEHLICH, WILLIAM	368.10

GIBSON, JOHN	3,273.66
GITZEN, ROBERT	1,644.63
GODWIN, EDWARD	97.39
GROVE, BRIAN	87.83
HANSON, ANTHONY	2,942.26
HANSON, LAURA	1,348.81
HARDIN, THOMAS	341.87
HARRISON, BRIAN	392.49
HASKINS, STACEY	1,221.89
HEIMANN, RONALD	2,107.90
HENTGES, ERIC	753.91
HERR, JENNA	1,422.00
HERRICK, ROBERT	2,196.22
HILGENBERG, ADAM	2,035.93
HOLDEN, PATRICIA	2,682.79
HOPTON, SIMONE	104.93
HUGHES, RACHELLE	391.27
HUSTED, TROY	1,589.94
HUTTON, JOSHUA	603.14
JENSEN, CHAD	602.98
JERMIER, MATTHEW	2,594.36
KASS, ANDREW	2,137.30
KASZINSKI, BRETT	591.56
KELLER, CHRISTOPHER	1,611.47
KERR, JACOB	1,518.58
KESSLER, MATTHEW	2,097.07
KIES, SUSAN	1,797.19
KOESTER, EVAN	1,803.87
KOPPE, BROOKE	38.71
LARSON, KENNETH	169.08
LARSON, KRISTINE	2,405.30
LAUGHRIDGE, DANIEL	1,515.67
LEMKE, NEIL	1,377.51
LONG, JEREMY	2,391.54
LYNCH, SHANNON	1,483.05
LYON, LARRY	393.55
MANNING, JOSHUA	1,817.56
MAPES, TROY	2,598.36
MCCLINTIC, JAMES	1,050.02
MCKERN, DOUGLAS	237.79
MEDDERS, BRETT	1,571.49
MELLENCAMP, JEFFREY	2,978.15
MESCHER, MATTHEW	45.36
MINIKUS, JOSHUA	2,281.55
MOERMAN, TIMOTHY	4,429.88
MURRA, BRIAN	2,059.29
NICELY-GREEN, CODY	309.98
NITZEL, NICOLE	601.67
NORTON, PATRICK	323.12
OAKLEY, JON	1,997.59
OLSEN, KARI	1,442.64
OSTRING, KATHLEEN	1,352.48
PARISH, TONJA	1,395.98
PARKER, SUSAN	115.67
PEARD, WILLIAM	492.27

PERDRIAU, MARIE	225.93
PETERSON, KATIE	1,190.52
PETERSON, OREN	1,854.67
PETERSON, RICK	393.55
PETTIT, BRANDON	1,825.46
PINEGAR, TOMMIE	1,294.70
PIZINGER, JAMES	584.60
POSADAS, OSCAR	371.38
PURVIS, KATHRYN	1,205.51
QUINN, JOHN	2,716.64
RASH, RONALD	1,781.33
RICHARDSON, ELIZABETH	1,643.72
ROBINSON, CLINT	3,093.99
ROYER, TIMOTHY	2,697.76
ROYSTER, JACOB	1,319.56
SCHAUFENBUEL, KARI	988.06
SCHETTLER, RODNEY	2,370.50
SCHUETT, REBECCA	2,100.62
SEDDON, JOSH	127.89
SHARON, JEREMIAH	1,444.64
SPOSETO, MACKENZIE	1,931.51
SPRAGUE, MATTHEW	1,956.58
STAROSELSKY, GALENA	811.23
STEINKE, KURT	642.23
STEPHENS, CLINT	141.97
STEWARD, ERIC	1,766.23
STOTZ, MELISSA	515.99
THAYER, CHANDLER	639.98
TIBBLES, STEVEN	1,515.00
TUEL, JASON	545.10
TYSDAL, THOMAS	2,277.92
VANDE KAMP, JOSHUA	1,563.42
VOEGTLE, TIMOTHY	1,496.25
WALLACE, ERIC	1,866.93
WASKE, CHARLES	1,952.11
WAYCASTER, SAVANNAH	184.57
WERNIMONT, THOMAS	357.47
WERTS, DANIEL	1,932.85
WESTON STOLL, KERI	1,498.27
WHITE, JASON	1,342.55
WHITE, LEAH	1,207.52
WIGGINS, MATHEW	862.06
WILSON, JODY	864.98
WINTERS, TROY	1,781.30
WISE, NATHAN	2,561.32
WOOD, DANIEL	848.79
WRIGHT, PAUL	722.89
YATES, CASSANDRA	403.07
TOTAL	\$192,637.44

- B. Consideration of approval of City Council Minutes of 11/21/2016 Regular Meeting
- C. Consideration of approval of a resolution appointing Paying Agent, Note Registrar, and Transfer Agent, approving the Paying Agent and Note Registrar and Transfer Agent Agreement and authorizing the execution of the Agreement [\$2,685,000 Sewer Revenue Capital Loan Notes, Series 2016C] (Resolution #16-508)

- D. Consideration of approval of a motion that the form of Tax Exemption Certificate be placed on file and approved [\$2,685,000 Sewer Revenue Capital Loan Notes, Series 2016C]
 - E. Consideration of approval of a motion that the form of Continuing Disclosure Certificate be placed on file and approved [2,685,000 Sewer Revenue Capital Loan Notes, Series 2016C]
 - F. Consideration of approval of a resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the Notes [\$2,685,000 Sewer Revenue Capital Loan Notes, Series 2016C] (Resolution #16-509)
 - G. Consideration of approval of release of retainage to Manatts, Inc., for the SE Alice's Road/SE Olson Drive and Grand Prairie Parkway/SE Ashworth Road 2016 Turn Lane Widening in the amount of \$8,218.38
 - H. Consideration of approval of release of retainage to Paco Construction, LLC, for the 2016 Asphalt Overlay Project in the amount of \$9,263.63
 - I. Consideration of approval of a resolution approving Sanitary Sewer Easement associated with Little Walnut Creek Lift Station Expansion Project [Philip E. Broderick, LLC, and Charlotte R. Broderick, LLC] (Resolution #16-510)
 - J. Consideration of approval of a resolution approving Sanitary Sewer Easement associated with Little Walnut Creek Lift Station Expansion Project [Ladco Properties XXXI, LLC] (Resolution #16-511)
 - K. Consideration of approval of a resolution approving Sanitary Sewer Easement associated with Little Walnut Creek Lift Station Expansion Project [Young Men's Christian Association of Greater Des Moines, Iowa] (Resolution #16-512)
 - L. Consideration of approval of a resolution approving Public Overland Flowage Easement [Grant Woods Waukee Plat 1, Lot 11] (Resolution #16-513)
 - M. Consideration of approval of a resolution approving updated 28E Agreement for Mutual Aid Services with all Polk County Fire and EMS agencies (Resolution #16-514)
- 2) **Ordinance: Consideration of approval of an ordinance removing the Amendment No. 7 Area from the division of revenues under Iowa Code Section 403.19 for the Waukee Unified Urban Renewal Plan [second reading]** – Council Member Lyon moved to approve the second reading of the ordinance in title only; seconded by Council Member Bergman. Results of vote: Ayes: Bergman, Harrison, Hughes, Lyon, Peterson. Nays: None. Motion carried 5 – 0.
- 3) **Resolution: Consideration of approval of a resolution approving the waiver of a portion of building permit fee for charitable purposes for the construction by Greenland Homes of a home at 685 NE Wilden Drive** – Council Member Bergman moved to approve the resolution; seconded by Council Member Hughes. Development Services Director Deets reviewed the request to waive the building permit fee, as the proceeds from the sale of the home will be donated to Children's Cancer Connection. City staff recommends waiving the \$3,004.64 building permit fee. Mr. Deets noted that the City will be recognized for the donation in a half-page ad in the Des Moines Register. Council Member Bergman asked if the fee waiver sets a precedent; Mr. Deets replied that the last such waiver was approximately 10 years ago, so while it may set a precedent, it is not a common request. Council Member Peterson asked that there be some documentation that the funds are delivered to the charity as promised. Results of vote: Ayes: Bergman, Harrison, Hughes, Lyon, Peterson. Nays: None. Motion carried 5 – 0. (Resolution #16-515)
- (K) Reports** – Reports made by Council Members Bergman, Peterson, Harrison, Hughes.

Council Member Lyon moved to adjourn; seconded by Council Member Bergman. Ayes: All. Nays: None. Motion carried 5 – 0.

Meeting Adjourned at 5:46 p.m.

Attest:

Rick Peterson, Mayor Pro Tem

Rebecca D. Schuett, City Clerk

**WAUKEE CITY COUNCIL MINUTES
SPECIAL MEETING
December 12, 2016**

- A. Call to Order** – The special meeting of the Waukeee City Council was called to order by Mayor Peard at 5:31 p.m. at Waukeee City Hall, 230 W. Hickman Rd.
- B. Roll Call** – The following members were present: Mayor William F. Peard; Council Members Anna Bergman, Larry R. Lyon, Rick Peterson. Absent: Council Members Brian Harrison, Shelly Hughes. (Council Member Hughes arrived at 5:32 p.m. Mayor Peard left at 6:16 p.m.)

Also in attendance: 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, Parks and Recreation Director Matt Jermier, Marketing and Communications Director Summer Evans, Human Resource Director Patty Holden, Fire Chief Clint Robinson, Police Chief John Quinn, City Clerk Rebecca D. Schuett.

- C. Agenda Approval** – Council Member Lyon moved to approve the agenda, tabling item E3 until the January 9, 2017, work session meeting; seconded by Council Member Peterson. (Council Member Hughes arrived at 5:32 p.m.) Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.
- D. Action Items:**
- 1) **Motion: Consideration of approval of Change Order No. 3 to Rognes Corp. for the Northwest Area Trunk Sewer Extension, Phase 1 Project, increasing the contract price by \$147,437.50** – Council Member Lyon moved to approve; seconded by Council Member Bergman. Public Works Director Gibson reviewed the work associated with the change order, including the relocation of a manhole in order to keep the sewer pipe below the surface of the streambed. Council Member Peterson asked if there was a less expensive option; Mr. Gibson replied in the negative, adding that the project engineer and City staff reviewed the costs proposed by the contractor and found them reasonable. Results of vote: Ayes: Bergman, Hughes, Lyon, Peterson. Nays: None. Absent: Harrison. Motion carried 4 – 0 – 1.
- E. Work Session:**
(The council followed the work session agenda in a different order than posted.)

- 1) **2017 Waukeee legislative priorities** – City Administrator Moerman shared proposed strategy and priorities. After a brief discussion, the City Council asked that the Iowa League of Cities be invited to a January 2017 meeting to present on their priorities. Mayor Peard and Mr. Moerman will meet regularly with lobbyists Carney & Appleby during the session.
- 2) **2017 legislative session review with Carney & Appleby, PLC** – Presentation made by Jim Carney and Doug Struyk with Carney & Appleby. There was some discussion on TIF, local option sales tax, and backfill. (Mayor Peard left at 6:16 p.m.)
- 3) **TABLED**
- 4) **Public safety space needs assessment** – Fire Chief Robinson and Police Chief Quinn discussed how the current Public Safety Building is insufficient to meet future needs. Chief Robinson and Chief Quinn spoke of the desire to maintain a joint facility for any potential new space; Chief Robinson noted the importance of the location of a future facility for the fire department to maintain coverage and response times. Both chiefs recommended contracting with Design Alliance to conduct a space needs assessment. City Administrator Moerman added that the cost for the space needs assessment would be included as part of the upcoming FY2018 budget approval process and that a new facility was not anticipated to be built until at least 2023.
- 5) **Parkland use requirements** – City Administrator Moerman noted a provision in the current restrictive covenants related to the Copeland property purchase that limits potential uses for the property. The original sellers are agreeable to amending the restrictive covenants to allow for additional uses.
- 6) **Capital Improvement Program for Fiscal Years 2018-2022** – City Administrator Moerman and Finance Director Burkhart reviewed improvements proposed in 2017-2019, as well as future

unfunded projects. Parks and Recreation Director Jermier briefly reviewed a potential dog park location.

In the interest of time, City Administrator Moerman recommended all remaining work session items be postponed to a later date; the City Council agreed with the recommendation.

F. Comments

Council Member Bergman moved to adjourn; seconded by Council Member Lyon. Ayes: All. Nays: None. Motion carried 4 – 0.

Meeting Adjourned at 6:58 p.m.

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk



AGENDA ITEM: J1C

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of receipt and file of 12/02/2016 correspondence from Mediacom Communications Corporation regarding rate adjustments

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: Correspondence from Mediacom regarding upcoming rate adjustments.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Receive and file the correspondence.

ATTACHMENTS: I. Mediacom letter – 12/02/2016

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:



December 2, 2016

Mayor William Peard
City of Waukee
230 W Hickman Rd
Waukee, IA 50263

Dear Mayor Peard,

The purpose of this letter is to inform you that, on or about January 3, 2016, Mediacom will be implementing the following rate adjustments:³⁵

Product:	New Rate:	Net Change:
Local Broadcast Station Surcharge	\$9.30	\$1.15
Regional Sports Surcharge	\$2.30	\$.45
Family TV	\$74.95	\$2.00

The decision to make price adjustments is always a difficult one. We are very reluctant to raise video prices because, when we do, we lose subscribers. However, cable and satellite companies are constantly being pressured by the programmers we buy from to pay more for the channels we carry.

The fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC are by far our fastest growing programming cost component. A recently issued Federal Communications Commission pricing survey revealed that the monthly per subscriber fee per broadcast station rose 43% between 2013 and 2014. All told, the fees charged by broadcasters, according to SNL Kagan, grew from \$800 million to \$7.7 billion annually or 863% between 2009 and 2016.

The problems with sports programming are equally as alarming. One look at the skyrocketing rights fees announced with recent deals and it is easy to see that the marketplace for live televised sports is out of control. Broadcast networks and national and regional sports networks are shelling out billions of dollars for the rights to carry pro sports like the NFL, NBA, MLB and NHL, the Olympic Games, World Cup and NCAA football and basketball games. Unrestrained spending has become the hallmark of the sports programming business, and the American consumer, whether a sports fan or not, is left to pay the price.

³⁵ Depending on the terms of their contract, certain customers on promotional rates may or may not receive this rate change at this time.

In an effort to bring more transparency to the unjustified fee increases being taken by the owners of broadcast and sports television channels, Mediacom previously introduced a Local Broadcast Surcharge and a Regional Sports Surcharge. By identifying the cumulative fee increases being taken by these channel owners, we hope to draw the attention of consumers and their elected representatives to this rapidly escalating problem.

Despite the challenges we face, Mediacom has continued to aggressively invest in the communities we serve. As part of a 3-year, \$1 billion capital investment plan announced early this year, Mediacom has been aggressively installing the newest generation of broadband technology throughout its entire internet service territory. By year end, virtually all of the 3 million homes and businesses within the 1,500 communities that Mediacom serves across its 22 state footprint will be upgraded to the latest DOCSIS 3.1 “Gigasphere” platform. In doing so, Mediacom will be first major cable company in the United States to fully transition to the DOCSIS 3.1 network infrastructure.

As part of these network upgrades, Mediacom will be making major speed and/or data allowance enhancements to many of our most popular internet services tiers.³⁶ The below table summarizes the changes to our internet service tiers:

Current Speed (Up/Down)	Current Retail Price	Current Data Allowance	New Speed (Up/Down)	New Retail Price	New Data Allowance
3Mbps/512kbps	\$29.95	150GB	60Mbps/5Mbps	\$34.99	150GB
15Mbps/1Mbps	\$49.95	250GB	60Mbps/5Mbps	\$54.99	250GB
50Mbps/5Mbps	\$59.95	350GB	60Mbps/5Mbps	\$69.99	400GB
100Mbps/10Mbps	\$79.95	999GB	100Mbps/10Mbps	\$79.99	1000GB
150Mbps/20Mbps	\$99.99	2000GB	200Mbps/20Mbps	\$99.99	2000GB

In addition, Mediacom will be announcing the availability of our new Gigasphere powered 1-Gig service tier in your market in 2017. More details to follow.

Mediacom appreciates the opportunity to continue to serve your community’s telecommunications needs. If you have any questions, please contact me directly at (319)-395-9699 ext. 3461 or lgrassley@mediacomcc.com.

Yours sincerely,

Lee Grassley
Senior Manager, Government Relations

³⁶ Moving forward, Mediacom will be moving all its 3 Mbps/512kbps, 15Mbps/3Mbps and 50Mbps/5Mbps internet service customers to a service speed of 60Mbps/5Mbps. The distinguishing feature between these service levels moving forward will be a data allowance of 150GB, 250GB or 400GB. The entry level internet service tier offered to new customers moving forward will be 60Mbps/5Mbps and include a 400GB data allowance.



AGENDA ITEM: J1D

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

DATE: December 19, 2016

AGENDA ITEM: Consideration of approval for the purchase of Pipeline Camera Equipment from Trans Iowa Equipment in the amount of \$ 64,519.00

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON:

This is a replacement for the camera equipment that was purchased in 2005, this camera has many miles on it and the technology has changed significantly. This unit will also make it possible to do work in the easement areas that our current equipment is not capable of performing.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

This is budgeted at \$45,000.00 split between water and wastewater departments. Several of other purchases came in under budget so there is money left in capital equipment for this purchase at \$64,519.00.

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Purchase camera from Trans Iowa

ATTACHMENTS: Pricing 1. Trans Iowa Equipment
2. Elliott Equipment.

PREPARED BY: Tim Royer/Beth Richardson

REVIEWED BY: John R. Gibson 

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:



DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT

October 25, 2016

City of Waukee
230 W. Hickman Road
Waukee, IA 50263

To Whom It May Concern,

We are pleased to offer for your consideration this proposal for 1 new 2016 Envirosight Rovver X Crawler Inspection Camera System. Trans-Iowa Equipment will honor the Minnesota State Contract Pricing that is available to the City of Waukee.

The following are listed line items and prices based on the attached Minnesota State Contract form.

1.0 Rovver X Includes: RCX90 camera (high-resolution CCD color zoom camera, built-in LED lighting, twin laser diodes for measuring feature width); Rovver X 130 crawler (steerable with twin high-performance motor and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensor, location transmitter, rear viewing camera); Rear Vision Camera, Capability to transfer data to include desktop WinCan Vision Report software to generate reports and save data; Wheels (6 small rubber, 4 medium rubber, 4 large rubber wheels, 4 medium grease wheels, 4 wheel spacers); VC200 control pendent to operate crawler, reel and camera (daylight viewable touch screen, MPEG-4 video encoding, storage to flash drive or USB stick, online diagnostics and firmware updates, desk mount); RAX300 automatic motorized cable reel (with footage counter, splash-proof rating, 1000' orange transmission cable) wireless remote control; extension cable with E-Stop.

\$72,855.00

1.26	4.33" diameter super aggressive spike wheel \$582 x 2ea	<u>1,164.00</u>
	Total State Contract Price	\$74,019.00
	Less Trade	<u>- 9,500.00</u>
	Price after Trade	\$64,519.00

The above price includes installation in the City's existing truck and training at the City's location.

www.transiowaeg.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 Toll Free: 800.933.1190 Fax: 515.289.9995
We are an Affirmative Action, Equal Opportunity Employer



3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14001 Botts Rd.
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Quote

Date	Quote #
9/20/2016	6898
Proposed Shipping Date	
Terms	
Net 30	
Rep	
CRS	
Customer Contact	
Rachel	
Customer Alt. Phone	

City of Waukee
230 W Hickman Rd
Waukee, IA 50263

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts, & Service are Net 30 unless otherwise noted on your account. Balances over 30 days from date of invoice are subject to finance charges up to 1 1/2% per month.

Qty	Item	Description	Price	Total
1	S841-40409	Cable Kit, Sprinter Van, Installed	520.00	520.00
1	S020-02000-00	MAINLINE CONTROLLER	5,450.00	5,450.00
1	S010-01103-01	Auxiliary Desktop Controller, Dual Tone, Zoom, Joystick	1,250.00	1,250.00
1	S030-01000-20	MAINLINE CABLE REEL	7,250.00	7,250.00
1,500	S569-20283	cable.single conductor. sincon. steel armor	3.05	4,575.00
1	S010-01655-30	TrakStar II Pan and Tilt Zoom Camera, NTSC, Single conductor (1) TrackStar II rotating head zoom camera,6 pin with LED lighting and camera diagnostics to include internal pressure, temp, and humidity (1) camera case	16,750.00	16,750.00
1	S032-02500-103	TranStar II Steerable, V2, Inspection transport Vehicle, Single conductor with integrated color rear camera and motorized camera lift (1) TranStar II steerable tractor, 6 Pin with color rear view camera (1) Integrated camera lift for TrakStar II camera (1) Tractor to camera power cable (6) standard ties (1) Tractor extension kit (1) Transtar insertion/retrieval assembly (1) Tractor storage rack (1) Tractor operations manual	18,995.00	18,995.00
1	S840-38613	1/4" Spacer kit, Mega Track	195.00	195.00
1	S806-37583	pigtail, 512 sonde	445.00	445.00
6	S867-34822	wheel assy. hi-traction caster, 8-18", transtar	133.33	799.98
4	S867-34843	assy. balloon tire	237.50	950.00

****Administrative Fee of \$150.00 will be added to all vehicle purchase transactions.****

Total

TO CONFIRM ORDER, SIGN AND RETURN

X _____



3100 West 76th Street
 Davenport, IA 52806
 Ph: 563-391-4840

Elliott Sanitation Equip. Co.
 1245 Dawes Avenue
 Lincoln, NE 68521
 Ph: 402-474-4840

4000 SE Beisser Drive
 Grimes, IA 50111
 Ph: 515-986-4840
 Fx: 515-986-9530

14001 Botts Rd.
 Grandview, MO 64030
 Ph: 816-761-4840

4400 E 60th Ave
 Commerce City, CO 80022
 Ph: 303-853-4840

City of Waukee
 230 W Hickman Rd
 Waukee, IA 50263

Quote

Date	Quote #
9/20/2016	6898
Proposed Shipping Date	
Terms	
Net 30	
Rep	
CRS	
Customer Contact	
Rachel	
Customer Alt. Phone	

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts, & Service are Net 30 unless otherwise noted on your account. Balances over 30 days from date of invoice are subject to finance charges up to 1½% per month.

Qty	Item	Description	Price	Total
4	S860-37377	8" X 2" PNEUMATIC WHEEL ASSEMBLY, TRANSTAR TRACTOR	225.00	900.00
1	S840-35686	kit, mega track wheel	2,325.00	2,325.00
1	S039-01000-14	Down hole Roller Set, Single Manhole setup with 3 poles and Articulating Arm Cable Guide	1,906.00	1,906.00
1	S867-37155	text overlay	950.00	950.00
1	S702-40808	600 Watt, 750 VA, 120 VAC, 60 Hz, UPS Battery Backup, Rackmount	795.00	795.00
2	S950-18024-3	Training and Install	1,500.00	3,000.00
	Discount	Discounts to customers, used equipment	-1,000.00	-1,000.00
1	Freight	Shipping & Handling	550.00	550.00
		Retrofit for Installation of RST Equipment into Customers Existing Sprinter Van. Customers Existing Generator, Software (WinCan) and Cabinetry to remain Warranty, 5years on Joy Stick, Controllers, Cable Reel, Double Amor Cable		
		Warranty, 2years All Cameras and Transporters		
		Lifetime free loaner program for all equipment, includes freight if warranteed		

****Administrative Fee of \$150.00 will be added to all vehicle purchase transactions.****

Total	\$66,605.98
--------------	--------------------

TO CONFIRM ORDER, SIGN AND RETURN

X _____



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of renewal of 12-month Class E Liquor License (LE) with Class B Wine Permit, Class C Beer Permit (Carryout Beer) and Sunday Sales privileges for Kum & Go, LC, d/b/a Kum & Go #59 [400 Prairie Bluff Drive]

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Police, Fire, and Development Services Departments have reviewed the application and find no reason to deny the permit at this time.

RECOMMENDATION: Approve the liquor license.

ATTACHMENTS: I. Application

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

Applicant License Application (LE0002318)

Name of Applicant:	<u>Kum & Go LC</u>				
Name of Business (DBA):	<u>Kum & Go # 59</u>				
Address of Premises:	<u>400 Prairie Bluff Drive</u>				
City	<u>Waukee</u>	County:	<u>Dallas</u>	Zip:	<u>50263</u>
Business	<u>(515) 216-2176</u>				
Mailing	<u>6400 Westown Parkway</u>				
City	<u>West Des Moines</u>	State	<u>IA</u>	Zip:	<u>50266</u>

Contact Person

Name	<u>Lori Miller</u>				
Phone:	<u>(515) 457-6164</u>	Email	<u>licenses@kumandgo.com</u>		

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 01/31/2017

Expiration Date: 01/30/2018

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>				
Corporate ID Number:	<u>211523</u>	Federal Employer ID	<u>421465780</u>		

Ownership

Kyle Krause

First Name: Kyle **Last Name:** Krause
City: Waukee **State:** Iowa **Zip:** 50263
Position: CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Craig Bergstrom

First Name: Craig **Last Name:** Bergstrom
City: Johnston **State:** Iowa **Zip:** 50131
Position: CFO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Charles Campbell

First Name: Charles **Last Name:** Campbell

City: Urbandale **State:** Iowa **Zip:** 50263

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

Krause Holdings Inc

First Name: Krause

Last Name: Holdings Inc

City: West Des Moines

State: Iowa

Zip: 50266

Position: Shareholder

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>01/31/2017</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving 2017 legislative priorities

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: City staff recommends the following 2017 state legislative priorities:

1. Preserve the tools that give the City the ability to manage growth, e.g. urban renewal, annexation
2. Allow cities to diversify their revenues through the establishment of a local option sales tax through the use of a city-wide referendum
3. Ensure that the commercial and industrial property taxes are backfilled each year
4. Maintain State of Iowa funding sources for local infrastructure projects, e.g. RISE, trails grants, State Revolving Loan Fund (RLF)
5. Preserve the ability for the City to make decisions at a local level that is consistent with the spirit of Home Rule

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-

APPROVING 2017 LEGISLATIVE PRIORITIES

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

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

WHEREAS, the City has an interest in several important issues that will be considered by the 2017 Iowa state legislature; **AND**,

WHEREAS, these issues impact the City's ability to meet the needs of a growing community and to operate efficiently, **AND**,

WHEREAS, the Waukee City Council establishes the following 2017 legislative priorities:

1. Preserve the tools that give the City the ability to manage growth, e.g. urban renewal, annexation
2. Allow cities to diversify their revenues through the establishment of a local option sales tax through the use of a city-wide referendum
3. Ensure that the commercial and industrial property taxes are backfilled each year
4. Maintain State of Iowa funding sources for local infrastructure projects, e.g. RISE, trails grants, State Revolving Loan Fund (RLF)
5. Preserve the ability for the City to make decisions at a local level that is consistent with the spirit of Home Rule

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the 2017 legislative priorities.

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				



AGENDA ITEM: J1G

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Memorandum of Understanding between Polk County and Waukeee regarding Central Iowa Regional Public Safety Communications System (CIRPSCS)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The Waukeee fire department provides mutual aid to Polk county fire/EMS agencies; this MOU facilitates approval for installation of Polk County operating channels in Waukeee radios. This MOU covers Waukeee Police and Fire.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: No cost. Radio re-programming will be concurrent with other projects.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Steve Brick has reviewed and has no issues from a legal standpoint.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution
II. Memorandum of Understanding

PREPARED BY: Clint Robinson

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY
AND WAUKEE REGARDING CENTRAL IOWA REGIONAL PUBLIC SAFETY
COMMUNICATIONS SYSTEM (CIRPSCS)

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

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

WHEREAS, the Waukee Fire Department provides mutual aid to Polk County fire and EMS
agencies as needed; **AND**,

WHEREAS, a Memorandum of Understanding is proposed between Polk County and Waukee
to provide for improved radio communications between those entities through the use of the
Central Iowa Regional Public Safety Communications System (CIRPSCS); **AND**,

WHEREAS, Waukee Fire Department and Police Department radios shall be reprogrammed to
access CIRPSCS in concurrence with other projects and at no additional cost; **AND**,

WHEREAS, the City Attorney has reviewed the memorandum of understanding and finds it
satisfactory.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this
19th day of December, 2016, that it hereby approves a Memorandum of Understanding between
Polk County and Waukee regarding Central Iowa Regional Public Safety Communications
System (CIRPSCS).

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				

MEMORANDUM OF UNDERSTANDING
between
Polk County and Waukee
regarding
Central Iowa Regional Public Safety Communications System

I. Introduction

This Memorandum of Understanding (MOU) is entered into by Polk County, and the municipality of Waukee, Iowa. Today's public safety realities have highlighted the need for this type of agreement based on surrounding agencies communicating on the Central Iowa Regional Public Safety Communications System (CIRPSCS). The CIRPSCS is a public-private partnership between Polk County and RACOM Corporation servicing agencies dispatched by the Polk County Sheriff's Office.

This MOU addresses the current challenge of surrounding agencies operating on disparate radio systems. To ensure that the public safety community reaches optimal utilization of finite communications resources and maximum interoperability, this agreement will establish the guidelines for surrounding agencies to communicate on the CIRPSCS. In addition, this agreement allows for a partnership between local governments which mutually benefits the public safety and public service officials serving our citizens.

II. Purpose

The purpose of this agreement is to provide for improved radio communications between Polk County, the Municipality and agencies dispatched by the Polk County Sheriff's Office. Specifically, Polk County and the Municipality agree to the following obligations per this agreement.

Obligations of Polk County:

- Polk County agrees to allow the Municipality access to the CIRPSCS.

Obligations of the Municipality in use of the CIRPSCS:

- The Municipality agrees to acquire and maintain their own compatible communications subscriber equipment.
- The Municipality agrees to follow all applicable FCC rules and regulations.
- The Municipality agrees to only communicate with agencies dispatched by the Polk County Sheriff's Office on the CIRPSCS.
- The Municipality agrees to abide by all applicable Polk County policies and procedures while operating on the CIRPSCS.
- The Municipality agrees to follow the National Incident Management System (NIMS) recommendation for use of plain language while operating on the CIRPSCS.

III. Definitions

"Agreement" means this MOU between Polk County and the Municipality, setting forth the services provided as well as the terms and conditions under which the services are provided and includes its exhibits, attachments, and any renewals or attachments.

IV. Policy

It shall be the policy that Polk County radio system resources will be used for interagency communications between Polk County agencies and agencies not dispatched by the Polk

MEMORANDUM OF UNDERSTANDING
between
Polk County and Waukee
regarding
Central Iowa Regional Public Safety Communications System

County Sheriff's Office. Use of the CIRPSCS resources will last for the duration of an incident or event or until this agreement is amended or terminated. Polk County will dictate all future use of the radio system resources and be responsible for the authorization of future users.

V. User Procedure Requirements

As previously stated in this document, the CIRPSCS is intended for use when it will enhance the safety or effectiveness of personnel performing their operational responsibilities. The CIRPSCS may be requested, if needed, to allow interagency communications between each agency's personnel dealing with incident operational responsibilities. Specific training, exercise, and equipment requirements will be addressed and managed by the Polk County Sheriff's Office.

VI. Financial Responsibility

Each agency, entity or jurisdiction shall assume the initial cost and ongoing cost to maintain their own communications equipment for the duration of this agreement. This includes, but is not limited to: subscriber equipment (control stations, mobiles, and portables), accessories, installation, batteries, programming, upgrades, updates, and other consumables etc. No user or air time fees shall be borne by the Municipality for use of the CIRPSCS for interoperability purposes.

VII. Maintenance

All parties understand that maintenance will be required on an ongoing basis. Each agency, entity or jurisdiction shall assume the cost of all operation, maintenance, repairs, and license designations of their own communications equipment and shall keep their equipment in a clean, safe, and good operating condition for the duration of this agreement.

VIII. Governance

The Polk County Sheriff's Office will be responsible for the enforcement of local communications capabilities agreed to in this MOU.

IX. Updates to the MOU

This agreement may be revised or amended at any time by mutual agreement of all parties and the governance body. Once the language of the MOU is modified, the Polk County Sheriff's Office will provide all parties of the MOU with written notification of the change and reissue the modified MOU.

X. Duration

This agreement shall remain in effect from the latest date written below through June 30, 2019, or until such time as either party, upon thirty (30) days prior, provides written notice to the other party requesting the agreement's cancellation (see "Termination" below). This agreement can be renewed prior to its expiration upon written agreement of the parties.

MEMORANDUM OF UNDERSTANDING
between
Polk County and Waukee
regarding
Central Iowa Regional Public Safety Communications System

XI. Termination

Either party may terminate this agreement by giving thirty (30) days advanced written notice to the other party via US Postal Service mail. If a party terminates their participation in this agreement, the party shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. Written notice by the Municipality may be mailed to the Polk County Sheriff's Office, 1985 NE 51st Place, Des Moines, Iowa 50313.

XII. Local Considerations

This agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Iowa, United States of America. In addition, this agreement adheres to the Polk County Communications Center policies, procedures and guidelines established by the Polk County Sheriff's Office.

MEMORANDUM OF UNDERSTANDING
between
Polk County and Waukee
regarding
Central Iowa Regional Public Safety Communications System

XIII. Signatures

Polk County Sheriff's Office
Bill McCarthy, Sheriff

(Signature) _____ (Date) _____

City of Waukee
Bill Peard, Mayor

(Signature) _____ (Date) _____



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration Agreement for the Termination of the Restrictive Covenant on property owned by the City of Waukeee

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The City of Waukeee purchased 200 acres of property from the Copeland family in 2004 for \$7,000 per acre. The intent of the City was to develop the property for a recreation complex. The agreement has a strict requirement that the property can only be used for recreation purposes.

As Waukeee continues to change, the restriction on the use of the parcel limits the City in the future. The addition of soccer fields at Timberline Middle School and the planned softball and baseball fields at the proposed sports complex reduces the need for a recreation complex on the Copeland Recreation parcel in the foreseeable future. The City is beginning the process of creating a comprehensive plan for the area west of Waukeee and will be considering the long term needs for city facilities and potential uses for the land. It is in the City's interest that the restriction on the uses of the property be eliminated.

The value of the property has risen since its purchase. After discussions with the Copeland family, there was an understanding that an equitable way of compensating them for the elimination of the restriction is to share equally in the amount of the increased value of the property. It was agreed to share in a \$3,000 per acre increase in the value for the 200 acres. The benefit to the City will be that it has no restrictions on the future use of the property which increases the City's options as Waukeee continues to evolve.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$3,000 per acre

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: City staff recommends approval of the Agreement for the Termination of Restrictive Covenant.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:

- I. Proposed Resolution
- II. Agreement for the Termination of the Restrictive Covenant

PREPARED BY: Tim Moerman

REVIEWED BY:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

**APPROVING AN AGREEMENT TO TERMINATE RESTRICTIVE COVENANT ON
PROPERTY OWNED BY THE CITY OF WAUKEE**

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

WHEREAS, the City of Waukee purchased property consisting of approximately 200 Acres located west of the existing City limits and legally described as:

The Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) and the Southwest Quarter (SW ¼) of Section 36 Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa, together with all of the land south of the Southwest Quarter of said Section 36 lying adjacent to and north of 300th Street (hereinafter the “Property”); **AND**,

WHEREAS, in approximately 2008, when the purchase was completed, it was contemplated that the City would use the property for a recreation and sports complex and restrictive covenants were placed on the property by the previous owners restricting the use to public recreation, naming among other restrictions more particularly set forth in the restrictive covenants recorded on the property; **AND**

WHEREAS, since the purchase, the City has experienced explosive growth and additional recreational facilities are being developed for the benefit of the public including but not limited to the soccer fields at the Timberline Middle School as well as the softball and baseball fields at the proposed sports complex being planned north of Highway 6 within the existing city limits has reduced the likelihood that the property will be developed on the Copeland parcel in the foreseeable future; **AND**

WHEREAS, the City is beginning the process of updating its comprehensive plan, including the area west of Waukee, and will be considering the long term needs for city facilities and potential uses for the land. The existence of a restrictive covenant no longer is desirable and it is in the City’s interest that the restriction on the uses of the property be eliminated to allow the City complete flexibility relative to this asset; **AND**

WHEREAS, The City Council of the City of Waukee finds that the existence of the Restrictive Covenant no longer benefits the citizens of the City of Waukee and that the same should be terminated; **AND**

WHEREAS, after discussions with the Copeland family, an agreement was reached that allows for the termination of the restrictive covenant and that is in the best interest of the City that it be approved.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council that the Agreement for the Termination of Restrictive Covenant should be and the same is hereby approved.

Passed by the City Council of the City of Waukee, Iowa, and approved this the 19th day of December, 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 TERMINATION OF THE RESTRICTIVE COVENANT

This Agreement ("Agreement") is entered into this the ____ day of _____, 2016 by and between the City of Waukee, Iowa, a municipal corporation ("City") and Estella L. Copeland, Trustee of the Estella L. Copeland Trust dated January 4, 1991, and Estella Copeland and J. Harry Copeland, Co-Trustees of the Ralph C. Copeland Trust dated January 4, 1991 (collectively known as "Trusts");

WHEREAS, the City acquired property from the Trusts pursuant to an Option to Purchase Real Estate recorded in Book 2002 at Page 19234 and subsequently amended by the Trusts and City by an Amendment to Option dated on or about November 5, 2007 and recorded in Book 2007 at Page 17452; AND

WHEREAS, the City and Trusts memorialized certain restrictive covenants to apply to the property in the Restrictive Covenant recorded in Book 2007 at Page 17451;

WHEREAS, the City pursuant to the aforementioned Options acquired the property from the Trusts legally described as:

The Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) and the Southwest Quarter (SW ¼) of Section 36 Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa, together with all of the land south of the Southwest Quarter of said Section 36 lying adjacent to and north of 300th Street (hereinafter the "Property"), which is intended to encompass all land purchased by the City from the Trusts; AND

WHEREAS, the City and Trusts have entered into discussions to lift, release, and terminate any and all restrictions and obligations of both City and Trusts with respect to the Property which may be contained in the Option to Purchase Real Estate, Amendment to Option and the Restrictive Covenant; AND

WHEREAS, the City and Trusts have been able to reach an agreement concerning the same.

NOW THEREFORE, for the mutual covenants set forth in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. The Trusts have agreed to release and any all obligations of either party that may be contained in the Option to Purchase Land, the Amendment to Option and the Restrictive Covenant in exchange for the payment by the City in the amount of \$300,000.
2. In exchange for said sum and upon payment thereof, the Trusts and their authorized Trustees shall execute for recording a Termination of Restrictive Covenant attached hereto as Exhibit A, which shall be recorded and effective upon payment specified in paragraph 1 herein.

3. Further, Trustees, on behalf of themselves their successors and assigns, and the Trusts, agree that upon receipt of such payment they shall be bound and shall cooperate with executing any and all documents necessary to clear any and all clouds of title that may arise by virtue of the Option to Purchase Real Estate recorded in Book 2002 at Page 19234, the Amendment to Option recorded in Book 2007 at Page 17452, and the Restrictive Covenant recorded in Book 2007 at Page 17451 with the Dallas County Recorder's Office.
4. The Trusts further agree that the Settlement Agreement and Release entered into between the City and the Trusts on or about November 5, 2007 shall not be effected by virtue of this Agreement other than to effectuate the termination of the restrictive covenant as set forth in this Agreement

City of Waukee, Iowa

By: _____
William F. Peard, Mayor

Estella L. Copeland Trust

By: Estella L. Copeland
Estella L. Copeland, Trustee

ATTEST:

By: _____
Tim Moerman, City Administrator

Ralph C. Copeland Trust

By: Estella L. Copeland trustee
Estella L. Copeland, Co-trustee

By: J. Harry Copeland, co-trustee
J. Harry Copeland, Co-trustee

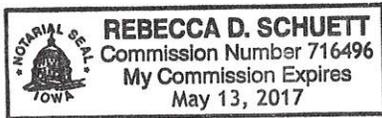
STATE OF IOWA :
: SS
COUNTY OF DALLAS :

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Tim Moerman, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Waukee, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in Resolution No. 16-_____ passed by the City Council on the _____ day of _____, 2016, and that Mayor and City Administrator, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of the City of Waukee, by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF DALLAS :

This instrument was acknowledged before me on the 10th day of November, 2016, by Estella L. Copeland as Trustee of the Estella L. Copeland Trust and Estella L. Copeland and J. Harry Copeland as Co-Trustees of the Ralph C. Copeland Trust.



Rebecca D. Schuett
Notary Public in and for the State of Iowa

Return to and Prepared by: Patrick T. Burk, Brick-Gentry P.C., 6701 Westown Parkway, Ste 100, West Des Moines, IA 50266; (515) 274-1450

TERMINATION OF RESTRICTIVE COVENANT

RE: The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section 36 Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa, together with all of the land south of the Southwest Quarter of said Section 36 lying adjacent to and north of 300th Street (hereinafter the "Real Estate").

WHEREAS, on or about the 20th day of December, 2002 the City of Waukee as "Buyer" and Estella L. Copeland, Trustee of the Estella L. Copeland Trust dated January 4, 1991 and Estella Copeland and J. Harry Copeland, Co-Trustees of the Ralph C. Copeland Trust dated January 4, 1991 as "Sellers" entered into an Option to Purchase the Real Estate which was subsequently recorded in Book 2002 at Page 19234 ("Option to Purchase Land");

WHEREAS Buyer and Sellers entered into an Amendment to Option dated on or about November 5, 2007, and recorded in Book 2007 at Page 17452 (Amendment to Option");

WHEREAS Buyer and Sellers memorialized certain restrictive covenants to apply to the Real Estate in a document recorded in Book 2007 at Page 17451 ("Restrictive Covenant");

WHEREAS Buyer and Sellers have agreed to lift any and all restrictions and obligations of both Buyer and Sellers with respect to the Real Estate which may contained in the Option to Purchase Land, Amendment to Option or the Restrictive Covenant; and

WHEREAS the City of Waukee fully exercised its Option to Purchase and is currently the fee title holder to the Real Estate.

NOW THEREFORE, for mutual covenants contained in this Agreement and other good and valuable consideration the parties agree as follows:

1. Buyer and Sellers agree that any and all obligations of either party as may be contained in the Option to Purchase Land or the Amendment to Option are terminated and have no further force or effect, in any way, including but not limited to any obligation to the City to install monument signs and any and all limitations or restrictions on the use of the Real Estate, or any way existing on the Real Estate.

2. Buyer and Sellers further agree that the Restrictive Covenant recorded in Book 2007 at Page 17451 is terminated in its entirety and shall be of no further force or effect upon the Real Estate.

3. This termination of Restrictive Covenant is intended to be a complete termination and it is intended that the City shall have complete and unrestricted fee title to the Real Estate it acquired and the Real Estate shall be free from any and all restrictions.

4. The undersigned Estella L Copeland Trust and the Ralph C. Copeland Trust, on behalf of themselves, and their beneficiaries, successors and assigns do hereby release and forever discharge the City, and its successors and assigns, from any and all obligations or restrictions in any way relating the to the City's acquisition of the Real Estate or the restrictions terminated hereunder.

City of Waukee, Iowa

By: _____
William F. Peard, Mayor

Estella L. Copeland Trust

By: Estella L. Copeland
Estella L. Copeland, Trustee

ATTEST:

By: _____
Tim Moerman, City Administrator

Ralph C. Copeland Trust

By: Estella L. Copeland Trustee
Estella L. Copeland, Co-trustee

By: J. Harry Copeland Co-trustee
J. Harry Copeland, Co-trustee

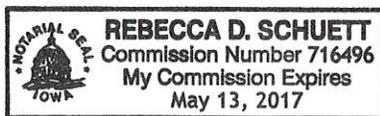
STATE OF IOWA :
: SS
COUNTY OF DALLAS :

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Tim Moerman, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Waukee, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in Resolution No. 16-_____ passed by the City Council on the _____ day of _____, 2016, and that Mayor and City Administrator, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of the City of Waukee, by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF DALLAS :

This instrument was acknowledged before me on the 10th day of November, 2016, by Estella L. Copeland as Trustee of the Estella L. Copeland Trust and Estella L. Copeland and J. Harry Copeland as Co-Trustees of the Ralph C. Copeland Trust.



Rebecca D. Schuett
Notary Public in and for the State of Iowa



AGENDA ITEM: J11

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of an amendment No. 2 to the Professional Services Agreement with Genus Landscape Architects in the amount of \$3,500.00

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: This amendment is for the services to complete an As-built Site Survey that assisted in the determination of the amount of dirt that was moved across the site during construction. The As-built survey will also assist the design team in preparing accurate plans and specifications for the future phases of the park.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$3,500.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Approve Payment

RECOMMENDATION: Approve the resolution.

ATTACHMENTS:

- I. Proposed Resolution
- II. Amendment No. 2 to Fox Creek Park Phase 1 Contract

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

**APPROVING PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2
WITH GENUS LANDSCAPE ARCHITECTS [FOX CREEK PARK IMPROVEMENT
PROJECT, PHASE 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, on October 19, 2015, the Waukee City Council approved an Agreement for Engineering Services with Genus Landscape Architects related to the Fox Creek Park Improvement Project, Phase 1 (Resolution #15-370); **AND**,

WHEREAS, on August 15, 2016, the Waukee City Council approved Amendment No. 1 to said Agreement (Resolution #15-352); **AND**,

WHEREAS, the City proposes Amendment No. 2 to the Engineering Services Agreement, attached hereto as Exhibit A, to complete an As-built Site Survey to assist in the determination of the amount of dirt that was moved across the site during construction.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee that the Professional Services Agreement Amendment No. 2 with Genus Landscape Architects [Fox Creek Park Improvement Project, Phase 1] is hereby approved.

Passed by the City Council of the City of Waukee, Iowa, and approved the 19th day of December, 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				



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of Payment Estimate No. 8 (Final) to Joiner Construction Co., Inc., for the Fox Creek Park Project in the amount of \$9,994.00

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: Payment Estimate No. 8 to Joiner Construction Co. Inc. is for planting of the Native seed mix in the prairie areas around the perimeter of the park. Planting of this seed had to wait until the temperatures were cold enough for dormant seeding. The quantities completed to date have been reviewed and agreed upon by the contractor, City of Waukeee Staff, and Genus Landscape Architects.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$9,994.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Approve Payment

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Letter of Recommendation
II. Payment Estimate No. 8

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

gēnus

[landscape architects]

December 14, 2016

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

RE: Construction Pay Voucher No. 8
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. 8 in the amount of \$9,994.00 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 payment to Joiner Construction.

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

Sincerely,



Brett Douglas, ASLA/PLA
Principal

CC: Danielle Joiner, Joiner Construction Co. Inc.

325 EAST 5TH STREET
DES MOINES, IA 50309

T 515 284 1010

WWW.GENUS-LA.COM

APPLICATION FOR PAYMENT

CAP702

Page: 1 of 4

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

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

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

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

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

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: \$ -6,405.25
- 3. Net Amount of Contract: \$ 697,386.85
- 4. Total Completed & Stored to Date: \$ 697,386.85
- 5. Retainage Summary:
 - a. 5.00 % of Completed Work \$ 34,869.43
 - b. 5.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 34,869.43
- 6. Total Completed Less Retainage: \$ 662,517.42
- 7. Less Previous Applications: \$ 652,523.42

8. Current Payment Due, This Application: \$ 9,994.00

9. Contract Balance (Including Retainage): \$ 34,869.43

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	39,662.75	-46,068.00
Total approved this Month:	0.00	0.00
Sub Totals:	39,662.75	-46,068.00
NET of Change Orders:	-6,405.25	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature) [Signature]
Joiner Construction Co Inc
Date: DEC 5, 2016

State Authorized: Iowa
County of: Appanoose



Subscribed and sworn to before me this 6 day of December 2016
Notary Public: Danielle Joiner
My Commission expires: May 8, 2018

ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED:

[Signature] Date: 12.14.16
(Architect's Signature)

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 4 Pages

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

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

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

Application No: 8
Application Date: 12/05/2016
Period To: 12/05/2016
Contract Date: 4/18/2016
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
2.04	15" RCP Storm Pipe Installed 58LF@62.70/LF	3,636.60	3,636.60	0.00	0.00	3,636.60	100	0.00	181.84
2.05	15" N-12 Storm Pipe Installed 106 LF @ 51.70/LF	5,480.20	5,480.20	0.00	0.00	5,480.20	100	0.00	274.01
2.06	18" RCP Storm Pipe Installed 304 LF@66.00/LF	20,064.00	20,064.00	0.00	0.00	20,064.00	100	0.00	1,003.20
2.07	Installed Area Drains (3) 3025.00 EA	9,075.00	9,075.00	0.00	0.00	9,075.00	100	0.00	453.75
2.08	24" Nyloplast Basin Installed 2 EA @ 3025.00	6,050.00	6,050.00	0.00	0.00	6,050.00	100	0.00	302.50
2.09	Installed TRM per Plans 1910 SF@1.65/SF	3,151.50	3,151.50	0.00	0.00	3,151.50	100	0.00	157.58
3.01	5" x 10' Concrete walks 23500SF@5.50/SF	129,250.00	129,250.00	0.00	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	31,625.00	0.00	0.00	31,625.00	100	0.00	1,581.26
3.03	Installed Drinking Fountain & Pad	4,950.00	4,950.00	0.00	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	9,500.00	10,520.00	0.00	20,020.00	100	0.00	1,001.00
4.02	Installed turf seed mix Type B - 10.5 AC 3080.00/AC	32,340.00	32,340.00	0.00	0.00	32,340.00	100	0.00	1,617.00
4.03	30" Height Shrubs Installed 30 Each @61.05 Ea	1,831.50	1,831.50	0.00	0.00	1,831.50	100	0.00	91.58
		600,293.10	589,773.10	10,520.00	0.00	600,293.10	100	0.00	30,014.72

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 4 of 4 Pages

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

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

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

Application No: 8
Application Date: 12/05/2016
Period To: 12/05/2016
Contract Date: 4/18/2016
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
4.04	1" Cal B&B Trees Installed 6 EA @ 170.50	1,023.00	1,023.00	0.00	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	6,132.50	0.00	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	6,186.40	0.00	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	2,613.60	0.00	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	53,900.00	0.00	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	30,525.00	0.00	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	1,237.50	0.00	0.00	1,237.50	100	0.00	61.88
A3.02	Alt#3-Park Signs-3 EA	495.00	495.00	0.00	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	1,386.00	0.00	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-
CO	CO - QB Chang Order Proposal Dated 10/25/16	39,662.75	39,662.75	0.00	0.00	39,662.75	100	0.00	1,983.14
		697,386.85	686,866.85	10,520.00	0.00	697,386.85	100	0.00	34,869.43



AGENDA ITEM: J1K

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution Accepting Public Improvements for the Fox Creek Park Project Phase I

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Genus Landscape Architects has reviewed the Fox Creek Park Project Phase I and find that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is \$697,386.85.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution
II. Certificate of Completion

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

RESOLUTION 16-

RESOLUTION ACCEPTING THE FOX CREEK PARK PHASE ONE
IMPROVEMENT PROJECT

WHEREAS, on the 18th day of April, 2016, the Mayor and Clerk of the City of Waukee, Iowa, entered into a construction contract with Joiner Construction Company, Inc., of Plano, IA, for the construction of certain public improvements generally described as the Fox Creek Park Phase One Improvement Project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on December 14, 2016:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$697,386.85, as shown in the report of the Engineer.

PASSED AND APPROVED this 19th day of December, 2016.

Mayor

ATTEST:

City Clerk

gēnus

[landscape architects]

CERTIFICATE OF COMPLETION

Fox Creek Park . Phase One
Waukee, Iowa

We hereby certify that we have made an on-site review of the completed construction of phase one of the Fox Creek Park project, as performed by Joiner Construction Company, Inc.

As Landscape Architects for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Six Hundred Ninety Seven Three Hundred Eighty-Six and 85/100 Dollars (\$697,386.85).

Genus Landscape Architects

Accepted: City of Waukee

By



By

Title: Principal

Title: _____

Date: December 14, 2016

Date: _____

325 EAST 5TH STREET
DES MOINES, IA 50309

T 515 284 1010

WWW.GENUS-LA.COM



AGENDA ITEM: J1L

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of Payment Estimate No. 1 to RDG Dahlquist Art Studio, for the Raccoon River Valley Trailhead Public Art Project in the amount of \$49,892.75.

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: Payment Estimate No. 1 to RDG Dahlquist Art Studio is for purchasing of steel for the pergola and plaza canopy and concrete. The designer is currently completing mock-up bollards to determine the best installation of the clay tile. It is anticipated that they will have mock-ups for staff to see by mid January. Construction of the concrete bollards and the pergola structure will begin in the spring. Prepping the clay tile takes approximately 5-6 months. The quantities completed to date have been reviewed and agreed upon by the contractor, City of Waukeee Staff.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Approve Payment

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Payment Estimate No. 1

PREPARED BY: Matt Jermier

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

Application and Certificate for Payment

TO OWNER:	Waukee, City of 805 University Avenue 50263	PROJECT:	2013-432-00 Waukee IA - Trails Art Plan (Shadow of the Rails)	APPLICATION NO:	001	Distribution to:	OWNER: X
	Waukee, IA			PERIOD TO:	December 15, 2016		ARCHITECT: X
FROM	RDG IA Inc. dba	VIA	RDG IA Inc. dba	CONTRACT FOR:	General Construction		CONTRACTOR: X
CONTRACTOR:	RDG Dahlquist Art Studio Elm Street IA 50309	512	RDG Planning & Design 301 Grand Avenue Moines, IA 50309	CONTRACT DATE:			FIELD:
	Des Moines,			PROJECT NOS:	/ /		OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	867,700.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	867,700.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	49,892.75
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	49,892.75
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	49,892.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	817,807.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

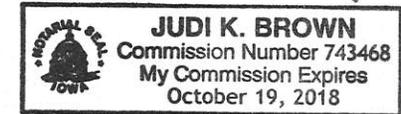
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *David B. Dahlquist* Date: 12/16/16
State of: _____

County of: _____

Subscribed and sworn to before me this 16th day of 2016



Notary Public: Judi K. Brown
My Commission expires: 10/19/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 49,892.75
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *J. Jacobs* Date: 12-16-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE SUMMARY
WAUKEE TRAILHEAD

Waukee, IA
 #2013.432.03

Work Thru: December 15, 2016

DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH
		PREVIOUS APPLICATION	THIS PERIOD				
PERGOLA STRUCTURE							
Concrete	\$ 157,872.00	\$ -	\$ 5,335	\$ -	\$ 5,335	3%	\$ 152,537.00
Steel	\$ 96,773.00	\$ -	\$ 24,500	\$ -	\$ 24,500	25%	\$ 72,273.00
Tiles Cladding	\$ 98,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 98,400.00
Lighting	\$ 84,500.00	\$ -	\$ 1,500	\$ -	\$ 1,500	2%	\$ 83,000.00
DD & Construction Administration	\$ 43,754.00	\$ -	\$ 6,000	\$ -	\$ 6,000	14%	\$ 37,754.00
SHORT BOLLARDS							
Concrete	\$ 75,440.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 75,440.00
Steel	\$ 18,628.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,628.00
Tiles Cladding	\$ 25,760.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,760.00
Lighting	\$ 23,515.00	\$ -	\$ 500	\$ -	\$ 500	2%	\$ 23,015.00
DD & Construction Administration	\$ 14,334.00	\$ -	\$ 1,058	\$ -	\$ 1,058	7%	\$ 13,276.25
SIGNAGE							
Concrete	\$ 9,166.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,166.00
Steel	\$ 1,474.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,474.00
Tiles Cladding	\$ 3,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,400.00
Electrical & Lightng	\$ 4,969.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,969.00
Donor Sign	\$ 16,775.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,775.00
DD & Construction Administration	\$ 3,579.00	\$ -	\$ 500	\$ -	\$ 500	14%	\$ 3,079.00
PLAZA CANOPY & SOLAR PANELS							
Concrete	\$ 44,108.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,108.00
Steel	\$ 61,600.00	\$ -	\$ 10,000	\$ -	\$ 10,000	16%	\$ 51,600.00
Tiles Cladding	\$ 24,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 24,600.00
Lighting	\$ 2,680.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,680.00
Solar Panels	\$ 53,365.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 53,365.00
DD & Construction Administration	\$ 18,635.00	\$ -	\$ 500	\$ -	\$ 500	3%	\$ 18,135.00
ENGINEERING							
Structural Engineering	\$ 392.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 392.00
Electrical Engineering	\$ 5,635.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,635.00
TOTAL PROJECT FABRICATION TOTAL:	\$ 889,354.00	\$ -	\$ 49,892.75	\$ -	\$ 49,892.75	6%	\$ 839,461.25

\$ 867,700 Targeted Budget



AGENDA ITEM: J1M

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of Partial Payment Estimate No. 2 to Rognes Corporation for the Northwest Area Trunk Sewer Extension – Phase 1 Improvements Project in the amount of \$283,377.98

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON:

Partial Payment No. 5 is for installation of the 12” and 24” sanitary sewer.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$283,377.98

COMMISSION/BOARD/COMMITTEE COMMENT: Rognes Corporation has requested Payment Estimate No. 2 for the work completed on the Northwest Area Trunk Sewer Extension – Phase 1 Improvements project in the amount of \$283,377.98. Veenstra & Kimm, Inc. has reviewed the payment estimate and recommends payment.

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve Partial Payment No. 2

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

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson 

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:



VEENSTRA & KIMM, INC.

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

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

December 6, 2016

John R. Gibson
Public Works Director
City of Waukee
805 University Avenue
Waukee, Iowa 50263

WAUKEE, IOWA
NORTHWEST AREA TRUNK SEWER EXTENSION – PHASE 1
PAY ESTIMATE NO. 2

Enclosed are three copies of Partial Payment Estimate No. 2 for the period between November 1, 2016 and November 30, 2016 in accordance with the contract between the City of Waukee and Rognes Corp. for the above mentioned project.

Partial Payment Estimate No. 2 is for installation of all 12" and 24" sanitary sewer. We have checked the estimate and recommend payment by the City Council of the City of Waukee to Rognes Corp. in the amount of \$283,377.98.

Please sign all three copies of Partial Payment Estimate No. 2 in the space provided. Return one signed copy to our office and one signed copy to Rognes Corp. The remaining copy is for the City of Waukee's records.

If you have any questions or comments, please contact us at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in cursive script that reads "Jordan Kappos".

Jordan Kappos

JDK
275205-1
Enclosure

cc: Tim Royer, City of Waukee (via e-mail)
Becky Schuett, City of Waukee (via e-mail)
Rognes Corp. w/ enclosure



ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 2

PROJECT TITLE: Northwest Area Trunk Sewer Extension - Phase 1 - CITY OF WAUKEE, IOWA

Contractor: Rognes Corporation

Date: 12-6-2016

Original Contract Amount:

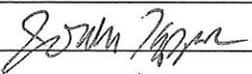
\$788,565.00

Pay Period: November 1, 2016 to November 30, 2016

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.000	1.000	0.750	\$62,000.00	\$46,500.00
1.2	Erosion Control & SWPPP	LS	1.000	1.000	0.500	\$5,000.00	\$2,500.00
1.3	Granular Surfacing	Tons	310.000	310.000	0.000	\$24.00	\$0.00
1.4	Seeding	LS	1.000	1.000	0.000	\$7,350.00	\$0.00
1.5	Irrigation System Repair	LS	1.000	1.000	0.000	\$5,000.00	\$0.00
1.6	6" PCC Trail	SY	110.000	110.000	0.000	\$60.00	\$0.00
1.7	12" PVC Sanitary Sewer Pipe in Place	LF	1,420.000	1,420.000	1422.000	\$55.00	\$78,210.00
1.8	24" Sanitary Sewer Augered in Place in Steel Casing	LF	460.000	375.000	375.000	\$390.00	\$146,250.00
1.9	24" Sanitary Sewer Pipe in Place	LF	1,380.000	1,380.000	1378.000	\$72.00	\$99,216.00
1.10	36" Sanitary Sewer Augered in Place in Steel Casing	LF	145.000	145.000	0.000	\$595.00	\$0.00
1.11	36" Sanitary Sewer Pipe in Place	LF	941.000	941.000	0.000	\$170.00	\$0.00
1.12	48" SW-301 Standard Manholes	Ea.	9.000	9.000	9.000	\$3,200.00	\$28,800.00
1.13	60" SW-301 Lined Manholes	Ea.	4.000	4.000	0.000	\$11,000.00	\$0.00
1.14	Connection to Existing Manhole	Ea.	2.000	2.000	2.000	\$2,500.00	\$5,000.00
1.15	48" Manhole Extra Depth	VF	7.000	9.000	6.000	\$315.00	\$1,890.00
1.16	60" Manhole Extra Depth	VF	19.000	19.000	0.000	\$635.00	\$0.00
Original Contract Value Completed							\$408,366.00
1.17	Rip-Rap	Tons	1.000	34.000	0.000	\$72.00	\$0.00
1.18	Remove and Reinstall Existing Rip-Rap	Tons	125.000	125.000	125.000	\$35.00	\$4,375.00
Change Order No. 1 Value Completed							\$4,375.00
1.19	Bore Pit Extra Depth	LS	1.000	1.000	1.000	\$2,500.00	\$2,500.00
1.20	24" Sanitary Sewer Extra Depth	LS	1.000	1.000	1.000	\$3,000.00	\$3,000.00
1.21	Creek Crossing	LS	1.000	1.000	1.000	\$26,000.00	\$26,000.00
1.22	Steel Sheeting	SF	650.000	650.000	650.000	\$35.00	\$22,750.00
1.23	Flowable Fill	LF	60.000	60.000	60.000	\$125.00	\$7,500.00
1.24	24" Sanitary Sewer in Steel Casing Pipe in Place	LF	85.000	85.000	85.000	\$297.00	\$25,245.00
1.25	15" Dual Wall Pipe in Place	LF	400.000	400.000	390.000	\$34.00	\$13,260.00
1.26	Concrete Collars	Ea.	2.000	2.000	2.000	\$350.00	\$700.00
Change Order No. 2 Value Completed							\$100,955.00
Total Value Completed - Bid Items							\$513,696.00

V&K Job No. 275205-1

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$788,565.00	\$408,366.00
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Remove and Replace Rip-Rap	\$4,447.00	\$4,375.00
2	Creek Crossing and Tile Line Replacement	\$71,151.00	\$100,955.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$75,598.00	\$105,330.00
		Total Approved	Total Completed
Revised Contract Price		\$864,163.00	\$513,696.00
			Total Completed
Total Materials Stored			\$125,317.91
Total Completed Plus Materials Stored			\$639,013.91
Retainage (5%)			\$31,950.70
Total Earned Less Retainage			\$607,063.21
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	October 14, 2016 to October 31, 2016	\$323,685.23	
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
		Total Previously Approved	\$323,685.23
Amount Due This Request			\$283,377.98
Note: The amount \$283,377.98 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$788,565.00	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$864,163.00	
THIS PARTIAL PAYMENT		\$283,377.98	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$607,063.21	
BALANCE		\$257,099.79	
PERCENT COMPLETE		73.9%	
Recommended By: Veenstra & Kimm, Inc.		Contractor: Rognes Corporation	
Approved: City of Waukeez			
Signature		Signature	
Name	Jordan Kappos	Name	Warren Rognes
Title	Project Engineer	Title	Pres
Date	12/16/2016	Date	12/16/16



AGENDA ITEM: J1N

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of Partial Payment Estimate No. 8 to McAninch Corporation for the Westown Parkway/R22 Intersection Improvements Project in the amount of \$381,101.43

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON:

Partial Payment No. 8 is for:

- PCC Pavement
- Subgrade Preparation
- Erosion Control

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$381,101.43

COMMISSION/BOARD/COMMITTEE COMMENT: McAninch Corporation has requested Payment Estimate No. 8 for the work completed on the Westown Parkway/R22 Intersection Improvements project in the amount of \$381,101.43. Shive Hattery, Inc. has reviewed the payment estimate and recommends payment.

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve Partial Payment No. 8

ATTACHMENTS: I. Partial Payment No.8
II. Letter of Recommendation

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

December 15th, 2016

TO: John Gibson
City of Waukee
805 University Ave.
Waukee, IA 50263

RE: Pay Request #8
Westown Parkway/ R22 Intersection Improvements
SH Project Number 4151850

Attached please find a detailed pay request for Westown Parkway /R22 Intersection Improvements. The pay request includes the following items:

- PCC Pavement
- Subgrade Preparation
- Erosion Control

We have reviewed the detailed quantities and they are in line with the work completed. If City staff concurs with this payment, we recommend the City of Waukee issue payment to McAninch Corporation of Des Moines, IA in the amount of **\$381,101.43** for the work completed to date.

Sincerely,

SHIVE-HATTERY, INC.



Nathan Hardisty, PE
Shive-Hattery, Inc.

Enc. Pay Request #8





Department of Public Works
 805 University Avenue
 Waukee, IA 50263
 Phone: (515) 987-4363
 Fax: (515) 987-3979

PAY REQUEST (#8)



Contractor: **McAninch Corporation**
4001 Delaware Avenue
Des Moines, IA 50313

Project Title	Westown Parkway / R22 Intersection Improvement Project	
City of Waukee		
Project File No.		
Purchase Order Number		
Orig. Contract Amount & Date	\$1,681,815.95	3/3/2016
Notice to Proceed Date	3/15/16	
Estimated Completion Date	11/18/16	
Pay Period	11/1/16 to 11/30/16	
Pay Request Number	8	
Date	12/12/16	

BID ITEMS								
Item No.	Item Code	Description	Unit	Estimated Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
1	2010-D-1000	TOP-SOIL, ON-SITE	CY	4,820	\$4.85	\$23,377.00	4820.00	\$23,377.00
2	2010-E-1000	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	58,840	\$11.65	\$685,486.00	58840.00	\$685,486.00
3	2010-G-1000	SUBGRADE PREPARATION	SY	4,317	\$3.30	\$14,246.10	4367.30	\$14,412.09
4	4020-A-1315	STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS III, 15 IN.	LF	716	\$78.00	\$55,848.00	715.93	\$55,842.54
5	4020-A-1318	STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS III, 18 IN.	LF	147	\$81.00	\$11,907.00	117.38	\$9,507.78
6	4020-A-1324	STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS III, 24 IN.	LF	73	\$90.00	\$6,570.00	101.14	\$9,102.60
7	4020-A-1425	STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS IV, 24 IN.	LF	97	\$95.00	\$9,215.00	96.34	\$9,152.30
8	4020-A-1648	STORM SEWER GRAVITY MAIN, TRENCHED, CMP, 48 IN., POLYMER COATED	LF	203	\$364.00	\$73,892.00	203.00	\$73,892.00
9	4030-B-1018	APRON, CONCRETE, 18 IN.	EACH	3	\$1,621.00	\$4,863.00	2.00	\$3,242.00
10	4030-B-1024	APRON, CONCRETE, 24 IN.	EACH	1	\$1,935.00	\$1,935.00	2.00	\$3,870.00
11	4030-B-1148	APRON, METAL, 48 IN.	EACH	2	\$2,315.00	\$4,630.00	2.00	\$4,630.00
12	4040-A-1112	FIELD, TILE	LF	400	\$18.00	\$7,200.00	0.00	\$0.00
13	4040-A-1004	SUBDRAIN, LONGITUDINAL, 6 IN.	LF	1,755	\$15.60	\$27,378.00	1615.77	\$25,206.01
14	4040-C-1006	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EACH	2	\$425.00	\$850.00	2.00	\$850.00
15	4040-D-1303	SUBDRAIN OUTLET	EACH	17	\$420.00	\$7,140.00	15.00	\$6,300.00
16	5010-A-1200	WATER MAIN, TRENCHED, PVC, C900, DR 18, 12 IN.	LF	840	\$47.40	\$39,816.00	840.00	\$39,816.00
17	5010-D-1000	WATER SERVICE CONNECTIONS	EACH	4	\$3,370.00	\$13,480.00	4.00	\$13,480.00
18	5020-A-1200	VALVE ASSEMBLY, GATE VALVE, 12 IN. DIAMETER	EACH	1	\$2,205.00	\$2,205.00	1.00	\$2,205.00
19	5020-B-1000	TAPPING VALVE ASSEMBLY, 12 IN.	EACH	1	\$6,800.00	\$6,800.00	1.00	\$6,800.00
20	5020-C-1000	FIRE HYDRANT ASSEMBLY	EACH	4	\$5,385.00	\$21,540.00	4.00	\$21,540.00
21	5020-D-1000	FLUSHING DEVICE, (BLOWOFF)	EACH	1	\$4,285.00	\$4,285.00	1.00	\$4,285.00
22		ABANDON EXISTING WATER MAIN	LS	1	\$17,100.00	\$17,100.00	1.00	\$17,100.00
23	6010-A-1401	MANHOLE, SW-401	EACH	2	\$3,380.00	\$6,760.00	2.00	\$6,760.00
24	6010-A-1404	MANHOLE, SW-404	EACH	1	\$14,980.00	\$14,980.00	1.00	\$14,980.00
25	6010-B-1507	INTAKE, SW-505	EACH	3	\$3,850.00	\$11,550.00	3.00	\$11,550.00
26	6010-B-1507	INTAKE, SW-506	EACH	5	\$6,500.00	\$32,500.00	5.00	\$32,500.00
27	7010-A-2007	PCC PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	3,831	\$68.20	\$261,274.20	3881.31	\$264,705.41
28	7010-I-1000	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$3,300.00	\$3,300.00	0.00	\$0.00
29	7030-H-1000	DRIVEWAY, PAVED, TYPE A, 6 IN.	SY	50	\$60.50	\$3,025.00	51.83	\$3,135.72
30		SHOULDER, GRANULAR	TON	71	\$26.90	\$1,909.90	32.11	\$863.76
31		TRAFFIC CONTROL	LS	1	\$8,100.00	\$8,100.00	1.00	\$8,100.00
32	9010-A-1000	SEEDING AND FERTILIZING, TYPE 1	ACRE	1	\$935.00	\$935.00	0.00	\$0.00
33	9010-A-2000	SEEDING AND FERTILIZING, TYPE 2	ACRE	3	\$825.00	\$2,475.00	1.42	\$1,171.50
34	9010-A-5000	SEEDING AND FERTILIZING, TYPE 3	ACRE	7	\$385.00	\$2,695.00	1.00	\$385.00
35	9010-E-1000	SEEDING WARRANTY	LS	1	\$2,200.00	\$2,200.00	0.00	\$0.00
36	9040-A-1000	SWPPP PREPARATION	LS	1	\$550.00	\$550.00	1.00	\$550.00
37	9040-A-2000	SWPPP MANAGEMENT	LS	1	\$2,750.00	\$2,750.00	1.00	\$2,750.00

38	9040-D-1000	FILTER SOCK, 9 IN.	LF	3,600	\$1.95	\$7,020.00	840.00	\$1,638.00
39	9040-D-2000	REMOVAL OF FILTER SOCK	LF	3,600	\$0.30	\$1,080.00	0.00	\$0.00
40	9040-E-1000	TEMPORARY RECP, TYPE 2D	SY	7,925	\$1.05	\$8,321.25	5735.00	\$6,021.75
41	9040-J-2000	RIP RAP, CLASS E	TON	345	\$52.50	\$18,112.50	230.00	\$12,075.00
42	9040-M-1000	ROCK CHECK DAM	EACH	50	\$265.00	\$13,250.00	0.00	\$0.00
43	9040-N-1000	SILT FENCE	LF	6,800	\$1.50	\$10,200.00	2567.00	\$3,850.50
44	9040-N-2000	SILT FENCE, REMOVAL OF SEDIMENT	LF	3,400	\$0.80	\$2,720.00	0.00	\$0.00
45	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	3,400	\$0.06	\$204.00	0.00	\$0.00
46	9040-Q-1000	MULCH, CONVENTIONAL	ACRE	11	\$455.00	\$5,005.00	1.76	\$800.35
47	9040-R-1000	TURF REINFORCEMENT MAT, TYPE 4	SQ	114	\$94.00	\$10,716.00	86.00	\$8,084.00
48	9040-T-1000	INLET PROTECTION	EACH	11	\$110.00	\$1,210.00	11.00	\$1,210.00
49	1010-A-1000	REMOVALS, AS PER PLAN	LS	1	\$28,260.00	\$28,260.00	1.00	\$28,260.00
50		RELOCATE EXISTING MAILBOX	EACH	1	\$830.00	\$830.00	1.00	\$830.00
51	11010-A-1000	CONSTRUCTION SURVEY	LS	1	\$11,050.00	\$11,050.00	1.00	\$11,050.00
52	11020 A-1000	MOBILIZATION	LS	1	\$165,000.00	\$165,000.00	1.00	\$165,000.00
53	11030-C-1000	PAINTED PAVEMENT MARKING, DURABLE	STA	21	\$110.00	\$2,310.00	43.34	\$4,767.40
54	11030-G-1000	PAINTED SYMBOL AND LEGENDS, DURABLE	EACH	8	\$220.00	\$1,760.00	8.00	\$1,760.00
3A	2010-G-1000	SUBGRADE PREPARATION	SY	5054	\$3.30	\$16,678.20	5054.00	\$16,678.20
27A	7010-A-2007	PCC PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	4412.2	\$64.20	\$283,263.24	4412.20	\$283,263.24
TOTAL						\$1,981,757.39		\$1,922,836.14

MATERIALS STORED SUMMARY							
			Description	# of Units	Unit Price		
			None				\$0.00
							\$0.00
TOTAL							

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$1,681,815.95	\$1,922,836.14
Approved Change Order 1		\$299,941.44	
Approved Change Order 2			
Revised Contract Price		\$1,981,757.39	\$1,922,836.14
Materials Stored			
Retainage (5%)			\$96,141.81
Total Earned Less Retainage			\$1,826,694.34
Total Previously Approved (list each)	Pay Request 1	\$26,121.68	
	Pay Request 2	\$87,773.73	
	Pay Request 3	\$747,632.61	
	Pay Request 4	\$118,964.72	
	Pay Request 5	\$217,195.07	
	Pay Request 6	\$28,939.01	
	Pay Request 7	\$218,966.09	
Total Previously Approved			\$1,445,592.91
Amount Due This Request			\$381,101.43
Percent Complete			97.03%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			110%

The amount **\$381,101.43** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: McAninch Corporation	Recommended By: Shive Hattery	Checked By: City of Waukee
Signature:	Signature:	Signature:
Name:	Name: Nathan T. Hardisty, P.E.	Name:
Title:	Title: Project Engineer	Title:
Date:	Date:	Date:



AGENDA ITEM: J10

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of Release of Retainage to J.R. Stelzer Company for the Waukeee 3rd Street Water Tower Refurbishment Project in the amount of \$25,907.00

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: Manatt's Inc. has completed the project and lien waivers received.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$25,907.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the release of retainage to J.R. Stelzer Company for the Waukeee 3rd Street Water Tower Refurbishment Project in the amount of \$25,907.00

ATTACHMENTS: I. Letter of Recommendation

PREPARED BY: Beth Richardson

REVIEWED BY: John Gibson 

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:



December 2, 2016

Waukee 3rd Street Water Tower Refurbishment
Pay Request No. FINAL

Dear John Gibson:

I recommend 5% retainage be released for this project with a total value of \$25,907.00. I have received lien waivers from the subcontractor Commonwealth Electric Company and paint supplier Induron. Please see attached reviewed and signed Contractor's application for payment, schedule of values and lien waivers.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Jeremiah McMahon', with a long horizontal flourish extending to the right.

Jeremiah McMahon, PE
Environmental Engineer

JJM

This document was sent electronically.

Contractor's Application for Payment No.

Final

Application Period: November 1 through November 30, 2016	Application Date: November 30, 2016
From (Contractor): J. R. Stelzer Company	Via (Engineer): Stanley Consultants, Inc.
Contract: Waukee, Iowa	Engineer's Project No.: 8U005
Contractor's Project No.:	

**Application for Payment
Change Order Summary**

Approved Change Orders Number	Addition	Deductions
Change Order #1	45,440.00	
Change Order #2	2,500.00	
Change Order #3	-	
TOTALS	47,940.00	
NET CHANGE BY CHANGE ORDERS	47,940.00	

- ORIGINAL CONTRACT PRICE..... \$ 470,200.00
- Net change by Change Orders..... \$ 47,940.00
- Current Contract Price (Line 1 ± 2)..... \$ 518,140.00
- TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 518,140.00
- RETAINAGE:
 - a. 5% X 518,140.00 Work Completed..... \$ 25,907.00
 - b. X _____ Stored Material..... \$ _____
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 25,907.00
- AMOUNT ELIGIBLE TO DATE (Line 4 - 5c)..... \$ _____
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
- AMOUNT DUE THIS APPLICATION..... \$ 25,907.00
- BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ -

Contractors Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Jean R. Stelzer Date: 11-30-16

Payment of: \$ 25,907.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jean R. Stelzer 12/2/2016
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)



AGENDA ITEM: J1P

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvemtns, Phase 4 Project (Aztec Properties, LLC)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$13,278.00

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 PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS, PHASE 4 [AZTEC PROPERTIES, LLC]

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); **AND**,

WHEREAS, it has also been determined that a Temporary Construction Easement is necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easement shall be located on a portion of the property owned by Aztec Properties, LLC, and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement and Temporary Construction Easement related to Alice’s Road Corridor Improvement Project, Phase 4, with payment made by the City to property owner(s) Aztec Properties, LLC, in the amount of \$13,278.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 30 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA

SELLER: Aztec Properties, L.L.C., an Iowa limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the **CITY OF WAUKEE, IOWA**, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:
Lot 12 in WESTGATE BUSINESS PARK PLAT 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

County of Dallas, State of Iowa, and more particularly described on Page 4,

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>13,278.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>13,278.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	_____	sq. ft.	Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft.	Fence: _____ rods barbed
Permanent Easement	_____	sq. ft.	
Temporary Easement	<u>8,047</u>	sq. ft.	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

AZTEC PROPERTIES, L.L.C.

X 
James Campney, Managing Member

X _____

1444 NW 124th Court
Clive, IA 50325
(Mailing Address)

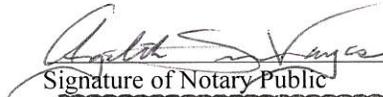
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA AZ }
COUNTY OF DALLAS MARICOPA } ss:

On this 17 day of November, A.D. **2016**, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Campney**,

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Aztec Properties, L.L.C.

Buyer's Approval


Recommended by: Ryan K. Gurwell, Project Manager

12/9/16
(Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

TEMPORARY EASEMENT

EXHIBIT 30-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 30

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2010, PAGE 4002

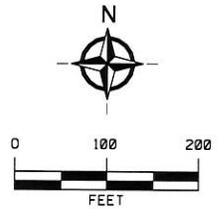
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 12 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

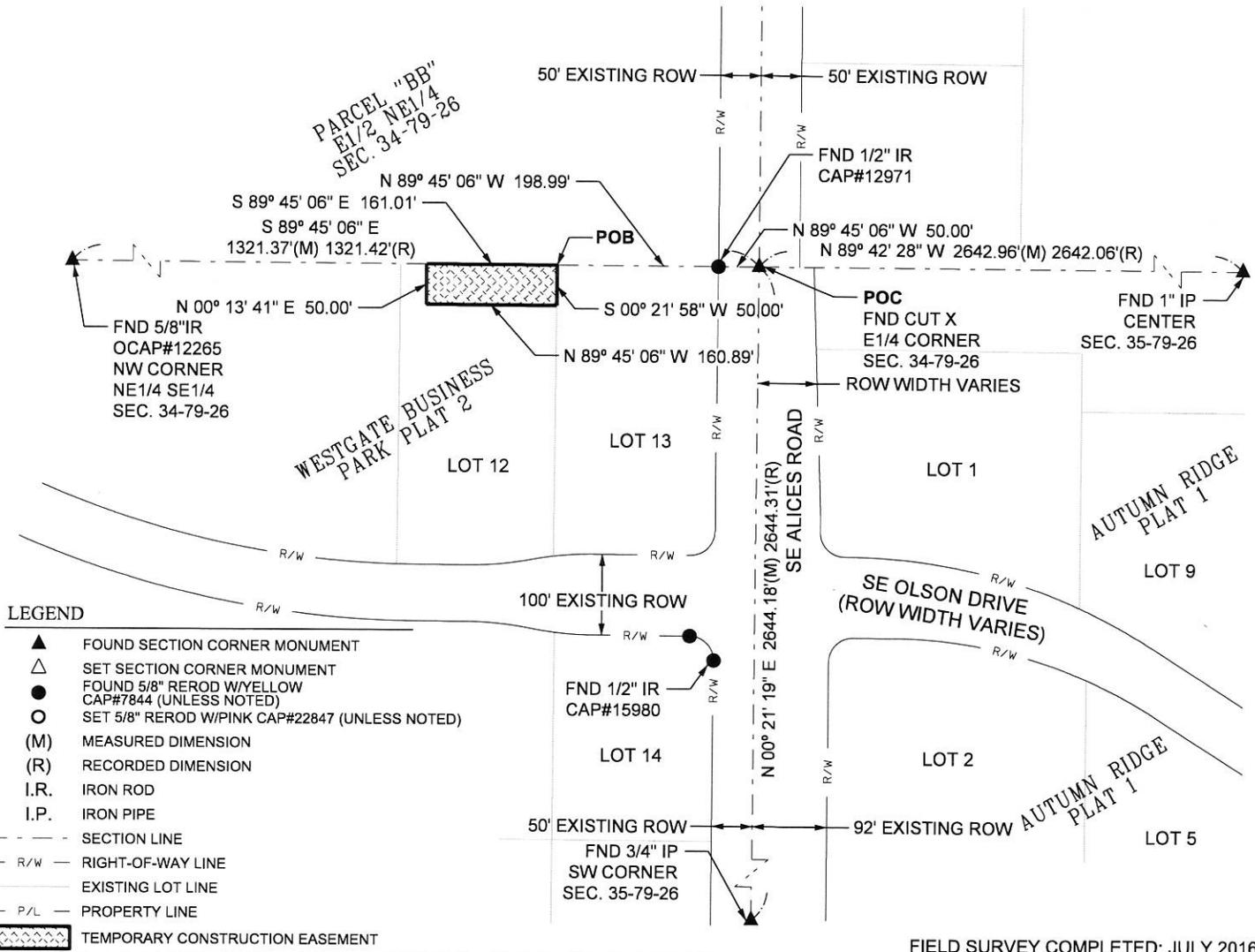
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 248.99 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE SOUTH 00° 21' 58" WEST, 50.00 FEET ALONG THE EAST LINE OF SAID LOT 12; THENCE NORTH 89° 45' 06" WEST, 160.89 FEET; THENCE NORTH 00° 13' 41" EAST, 50.00 FEET TO SAID NORTH LINE OF SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 45' 06" EAST, 161.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8,047 SQUARE FEET OR 0.18 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
 - SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - R/W - RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - P/L - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: Aztec Properties, L.L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Aztec Properties, L.L.C., an Iowa limited liability**, (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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to sell and convey the same; and

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

TEMPORARY EASEMENT

EXHIBIT 30-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 30

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2010, PAGE 4002

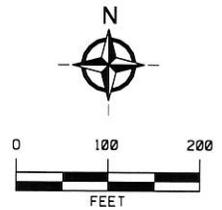
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 12 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

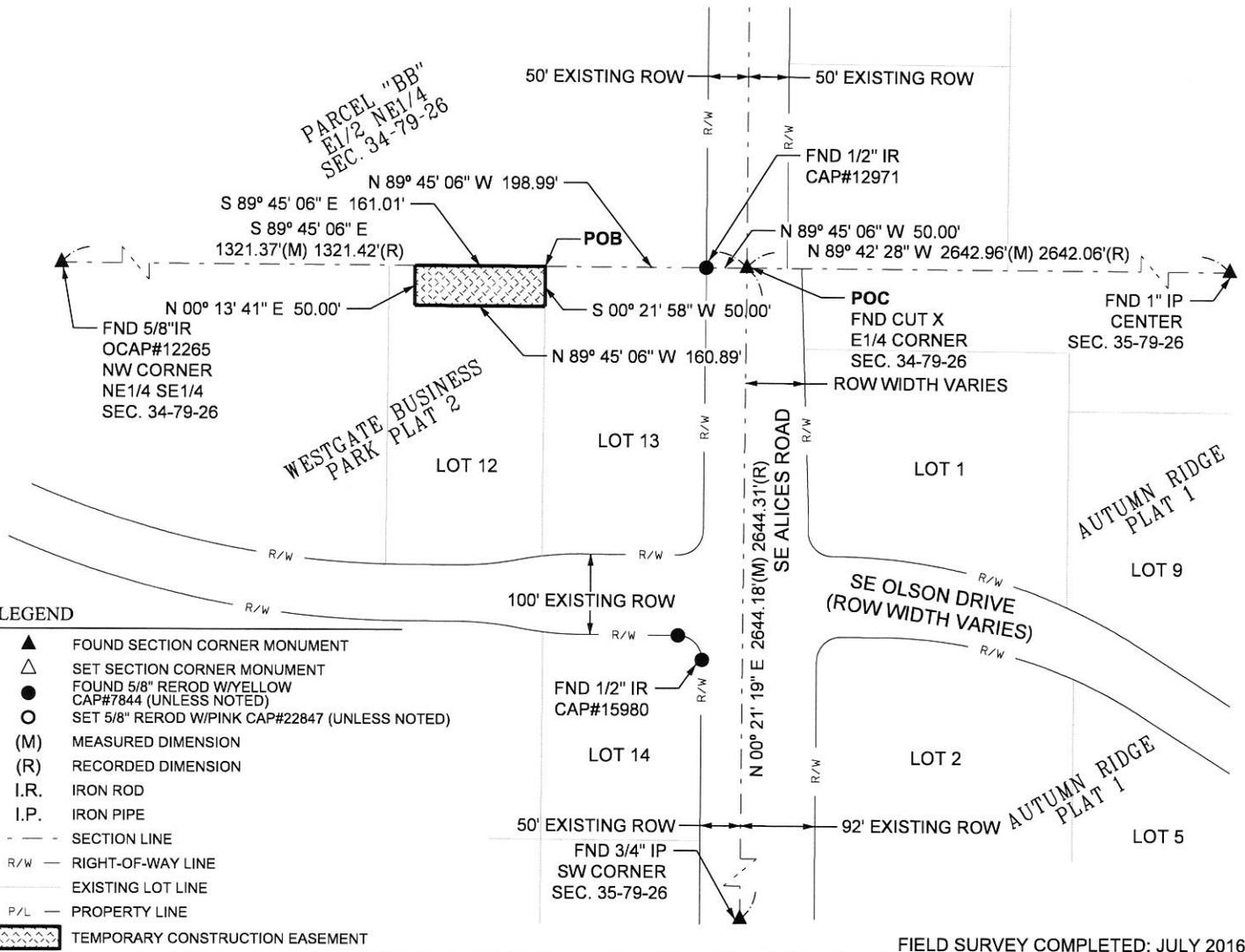
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 248.99 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE SOUTH 00° 21' 58" WEST, 50.00 FEET ALONG THE EAST LINE OF SAID LOT 12; THENCE NORTH 89° 45' 06" WEST, 160.89 FEET; THENCE NORTH 00° 13' 41" EAST, 50.00 FEET TO SAID NORTH LINE OF SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 45' 06" EAST, 161.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8,047 SQUARE FEET OR 0.18 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1Q

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 Project (TSG Properties Waukeee, LLC)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$4,430.00

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 PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION
EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS,
PHASE 4 [TSG PROPERTIES WAUKEE, LLC]**

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); **AND**,

WHEREAS, it has also been determined that a Temporary Construction Easement is necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easement shall be located on a portion of the property owned by TSG Properties Waukee, LLC, and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement and Temporary Construction Easement related to Alice’s Road Corridor Improvement Project, Phase 4, with payment made by the City to property owner(s) TSG Properties Waukee, LLC, in the amount of \$4,430.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 29 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA

SELLER: TSG Properties Waukee, LLC, a limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the CITY OF WAUKEE, IOWA, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:

Lot 3 in Williams Pointe Plat 15, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

County of Dallas, State of Iowa, and more particularly described on Page 4.

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,430.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>4,430.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	sq. ft. Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft. Fence: _____ rods barbed
Permanent Easement	_____	sq. ft.
Temporary Easement	<u>2,339</u>	sq. ft.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

TSG PROPERTIES WAUKEE, LLC, A LIMITED LIABILITY COMPANY

X 
Timothy M. Walpole, Managing Member

X _____

8525 Douglas Avenue, Suite 34

Urbandale, IA 50322
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } ss:

On this 28 day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared

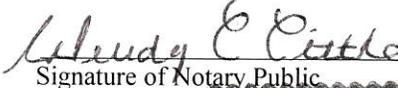
Timothy M. Walpole,

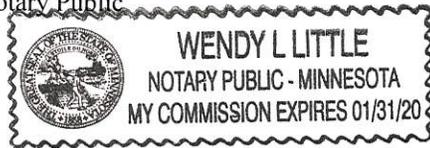
to me personally known

or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
 - CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- Corporate Seal is affixed
 - No Corporate Seal procured
 - PARTNER(s):
 - Limited Partnership
 - General Partnership
 - ATTORNEY-IN-FACT
 - EXECUTOR(s) or TRUSTEE(s)
 - GUARDIAN(s) or CONSERVATOR(s)
 - OTHER:

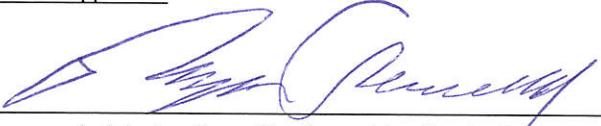
 (Sign in Ink)
Signature of Notary Public



SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
TSG Properties Waukee, LLC, a limited liability company

Buyer's Approval


Recommended by: Ryan K. Gurwell, Project Manager

12/9/16

(Date)

Approved by: William F. Peard, Mayor

(Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

TEMPORARY EASEMENT

EXHIBIT 29-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 29

PROPERTY OWNER:

TSG PROPERTIES WAUKEE LLC
5625 MILLS CIVIC PARKWAY
SUITE 101
WEST DES MOINES, IA 50266
BOOK 2016, PAGES 9869

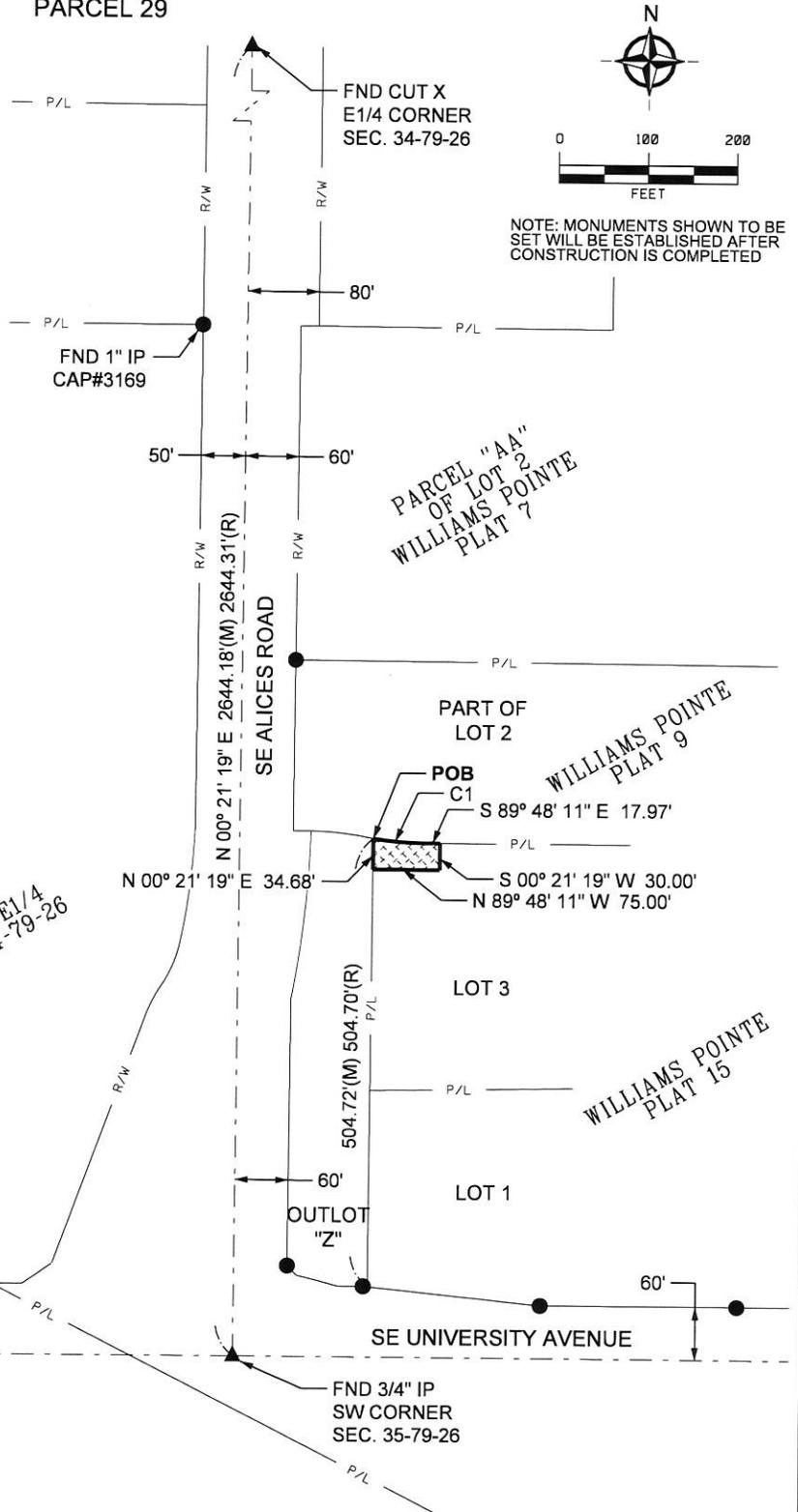
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF WILLIAMS POINTE PLAT 15, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 5007 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 57.27 FEET ALONG THE ARC OF A CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 09° 22' 34", ALONG A 350.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 85° 06' 55" EAST, 57.21 FEET; THENCE SOUTH 89° 48' 11" EAST, 17.97 FEET CONTINUING ALONG SAID NORTH LINE; THENCE SOUTH 00° 21' 19" WEST, 30.00 FEET; THENCE NORTH 89° 48' 11" WEST, 75.00 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00° 21' 19" EAST, 34.68 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,339 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#16747 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	57.27'	350.00'	57.21'	S85°06'55"E	09°22'34"	28.70'

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: TSG Properties Waukee, LLC, a limited liability company

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **TSG Properties Waukee, LLC, a limited liability 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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to sell and convey the same; and

that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 28 day of November, 2016.

GRANTOR

CITY OF WAUKEE

**TSG PROPERTIES WAUKEE, LLC,
A LIMITED LIABILITY COMPANY**



Timothy M. Walpole, Managing Member

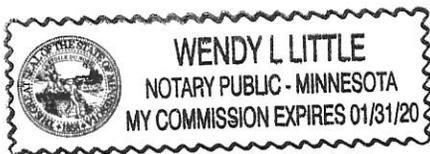
William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

Minnesota
STATE OF ~~IOWA~~)
Hennepin) SS
COUNTY OF ~~DALLAS~~)

On this 28 day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Timothy M. Walpole, to me personally known, who being by me duly sworn, did say that that person is Managing Member 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 Timothy M. Walpole acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Wendy L. Little Minnesota
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 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

TEMPORARY EASEMENT

EXHIBIT 29-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 29

PROPERTY OWNER:

TSG PROPERTIES WAUKEE LLC
5625 MILLS CIVIC PARKWAY
SUITE 101
WEST DES MOINES, IA 50266
BOOK 2016, PAGES 9869

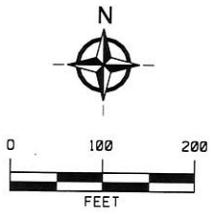
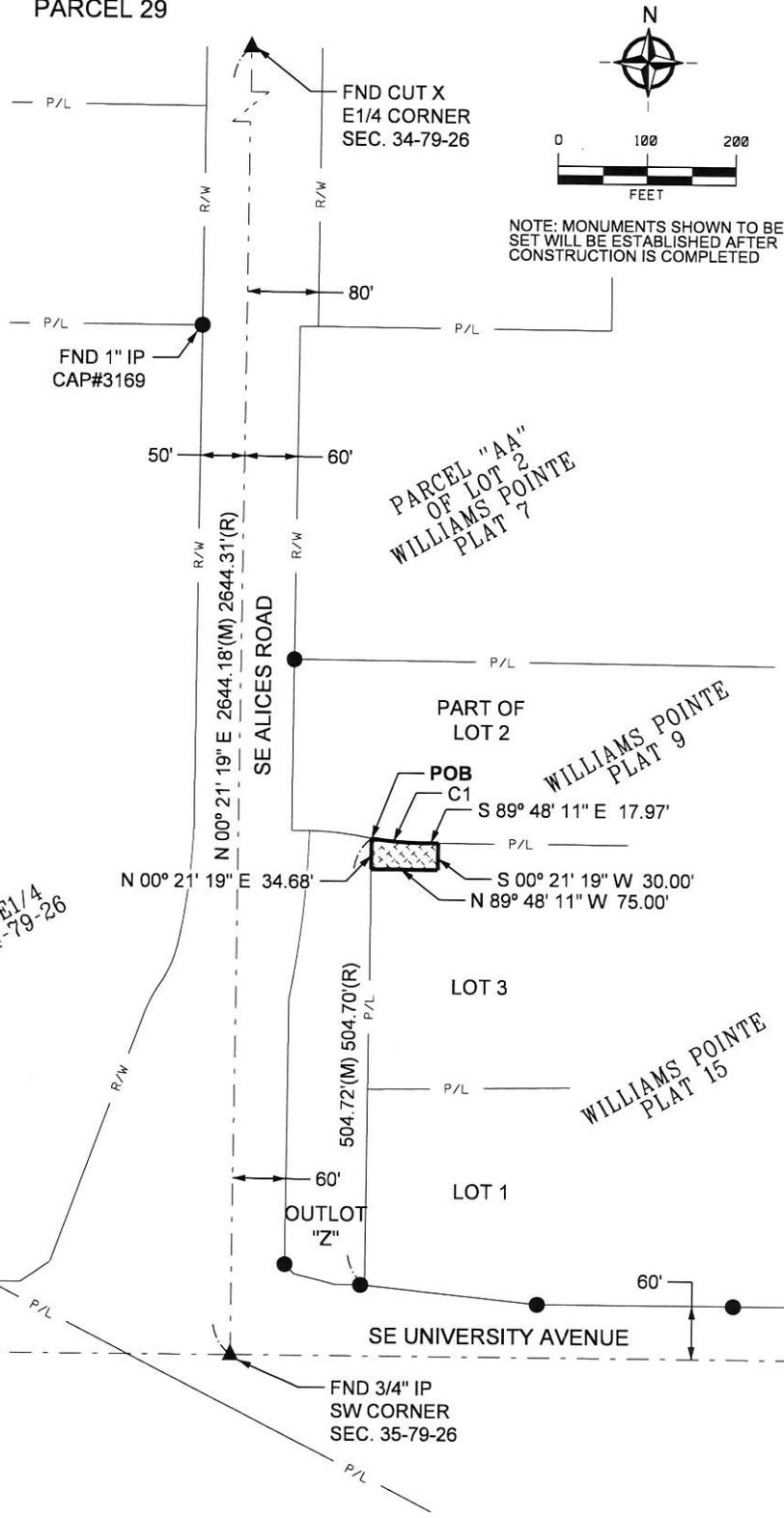
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF WILLIAMS POINTE PLAT 15, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 5007 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 57.27 FEET ALONG THE ARC OF A CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 09° 22' 34", ALONG A 350.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 85° 06' 55" EAST, 57.21 FEET; THENCE SOUTH 89° 48' 11" EAST, 17.97 FEET CONTINUING ALONG SAID NORTH LINE; THENCE SOUTH 00° 21' 19" WEST, 30.00 FEET; THENCE NORTH 89° 48' 11" WEST, 75.00 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00° 21' 19" EAST, 34.68 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,339 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#16747 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	57.27'	350.00'	57.21'	S85°06'55"E	09°22'34"	28.70'

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1R

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 1)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$21,120.00

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 PURCHASE AGREEMENT, PUBLIC STORM SEWER EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS, PHASE 4 [CENTENNIAL DEVELOPMENT, LC] (NO. 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, it has been determined that the purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); AND,

WHEREAS, it has also been determined that a Public Storm Sewer Easement and Temporary Construction Easement are necessary for the purpose of construction of the Project; AND,

WHEREAS, said purchase agreement and easements shall be located on a portion of the property owned by Centennial Development, LC, and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement, Public Storm Sewer Easement, and Temporary Construction Easement related to Alice’s Road Corridor Improvements, Phase 4, with payment made by the City to property owner(s) Centennial Development, LC, in the amount of \$21,120.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 15 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA
 SELLER: Centennial Development, L.C., an Iowa limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the CITY OF WAUKEE, IOWA, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:
Lot 1 in Williams Pointe Plat 7, an Official Plat located in Waukee, Dallas County, Iowa; and Lot 2, in Williams Pointe Plat 7, an Official Plat located in Waukee, Dallas County, Iowa, except Parcel "AA" as described in the Plat of Survey dated September 2, 2014, filed September 4, 2014 in the records of the Dallas County Recorder in Book 2014 at Page 11668.

County of Dallas, State of Iowa, and more particularly described on Pages 4 and 5,

- 1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.
- 2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
- 3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>21,120.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>21,120.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	sq. ft. Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft. Fence: _____ rods barbed
Permanent Easement	<u>750</u>	sq. ft.
Temporary Easement	<u>24,525</u>	sq. ft.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

CENTENNIAL DEVELOPMENT, L.C.

X 
William B. Kimberley, Manager

X _____

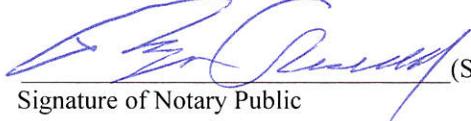
2785 North Ankeny Blvd., Ste. 22
Ankeny, IA 50023
(Mailing Address)

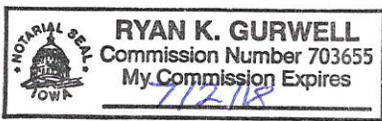
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 15th day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **William B. Kimberley**,

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Centennial Development, L.C.

Buyer's Approval


Recommended by: Ryan K. Gurwell, Project Manager

12/9/16
(Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

PERMANENT EASEMENT

EXHIBIT 15-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 15

PROPERTY OWNER:
CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGES 11985

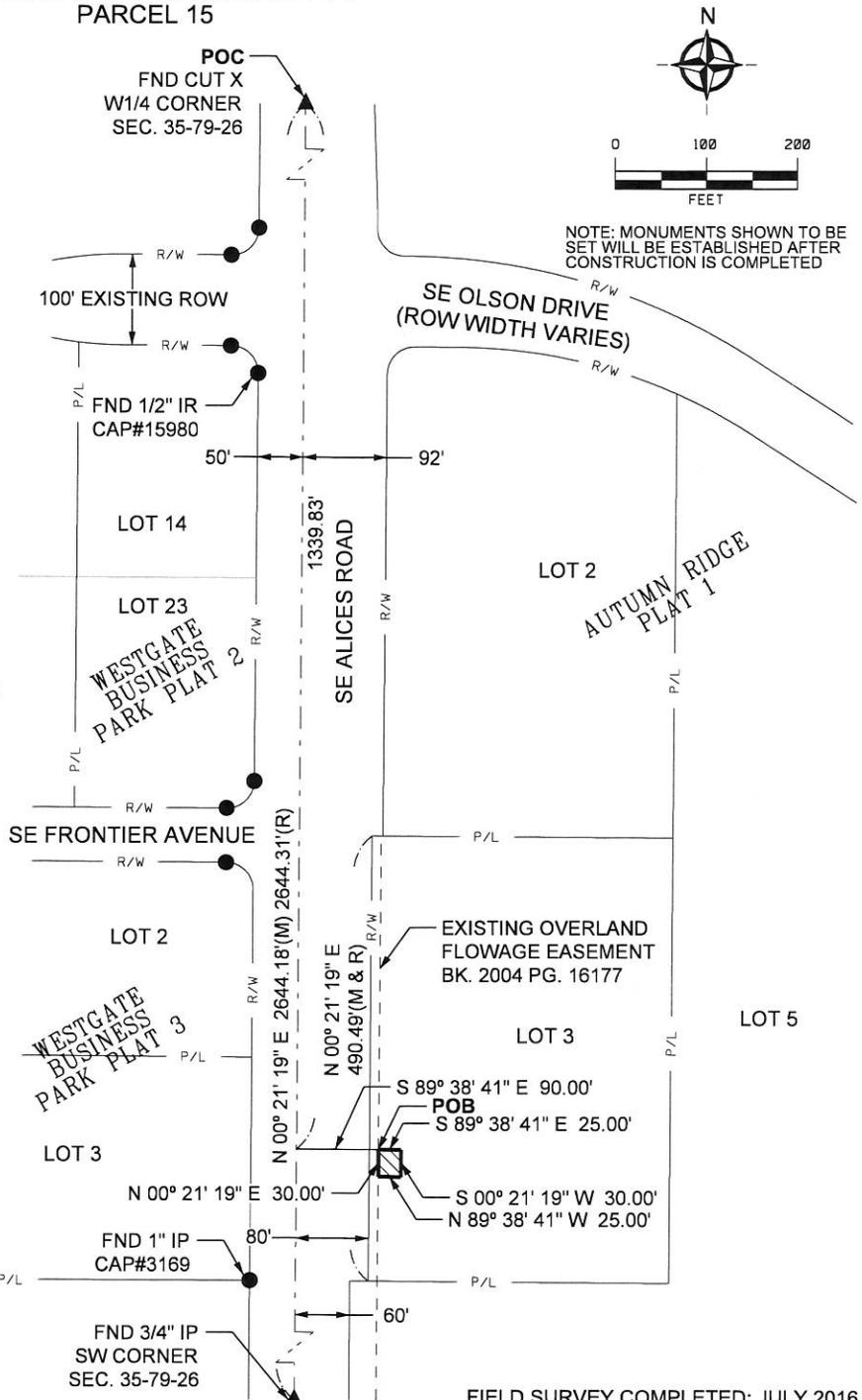
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF AUTUMN RIDGE PLAT 1, AN OFFICAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 21' 19" WEST, 1339.83 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 89° 38' 41" EAST, 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 38' 41" EAST, 25.00 FEET; THENCE SOUTH 00° 21' 19" WEST, 30.00 FEET; THENCE NORTH 89° 38' 41" WEST, 25.00 FEET; THENCE NORTH 00° 21' 19" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 750 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT STORM SEWER EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDE, L.S. _____ DATE _____
License Number: 22847
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY EASEMENT

EXHIBIT 15-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 15

PROPERTY OWNER:
CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGES 11985

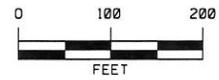
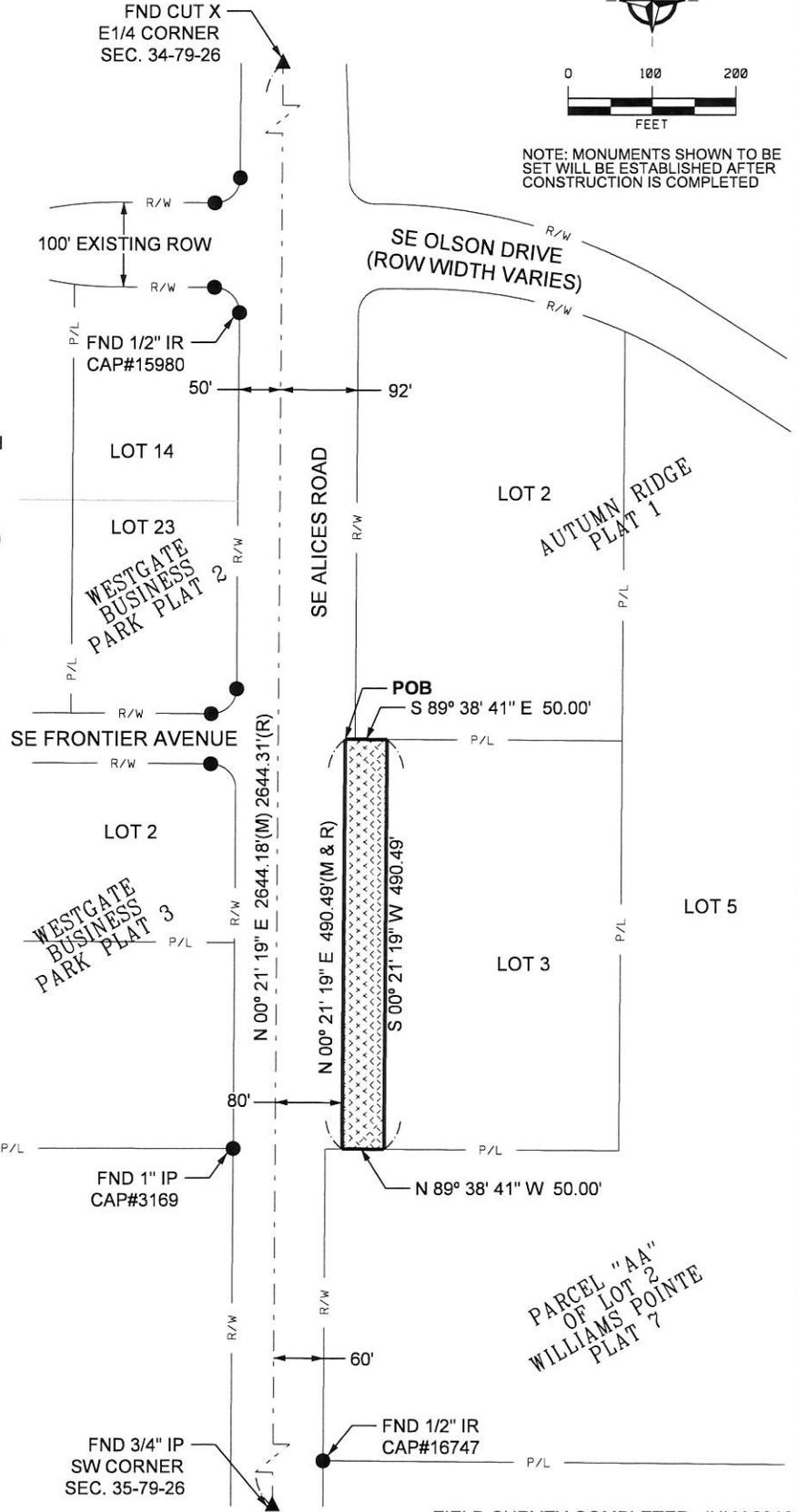
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF AUTUMN RIDGE PLAT 1, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE SOUTH 89° 38' 41" EAST, 50.00 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00° 21' 19" WEST, 490.49 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 89° 38' 41" WEST, 50.00 FEET ALONG SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE SE ALICES ROAD; THENCE NORTH 00° 21' 19" EAST, 490.49 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,525 SQUARE FEET OR 0.56 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363

FOTH PROJECT NO. 16W021-01 DATE: 9/13/2016



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

PUBLIC STORM SEWER EASEMENT

Recorder's Cover Sheet

Prepared by and Return To:

Ryan K. Gurwell
A & R Land Services
1609 Golden Aspen Dr., Suite 104
Ames, IA 50010
(515) 337-1197

Grantor: Centennial Development, L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

STORM SEWER EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, Centennial Development, L.C., an Iowa limited liability 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 easement (hereinafter referred to as “Easement” or “Easement(s)”) and right-of-way upon, over, under, through and across the real property legally described as:

SEE PERMANENT EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”) for the purpose of locating storm 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 the Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional sewer(s) therein or to connect and/or join sewer(s) and appurtenances thereto) and to forever maintain sewer(s) whenever necessary within the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining prior written consent of the City.
2. 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 Main(s), to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor, 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 at the Grantor’s sole expense.
3. Change in Grade Prohibited. Grantor and its successors and assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.
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. Grantor, subsequent property owners, their successors and assigns agree 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. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

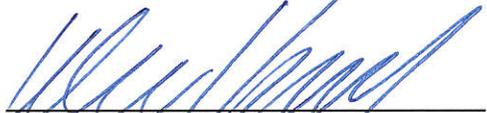
8. Attorney's Fees. The City may enforce this Easement by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

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.

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 15th day of November, 2016.

CENTENNIAL DEVELOPMENT, L.C.

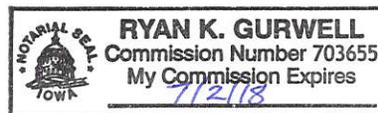


William B. Kimberley, Manager

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 15th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William B. Kimberley, to me personally known, who being by me duly sworn, did say that that person is Manager 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 William B. Kimberley acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

By: 
Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY OF WAUKEE, IOWA

CITY OF WAUKEE, IOWA,
an Iowa municipal corporation

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

By: _____
Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

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

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

PERMANENT EASEMENT

EXHIBIT 15-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 15

PROPERTY OWNER:
CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGES 11985

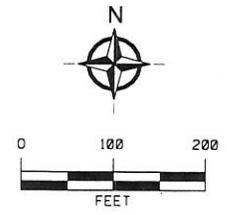
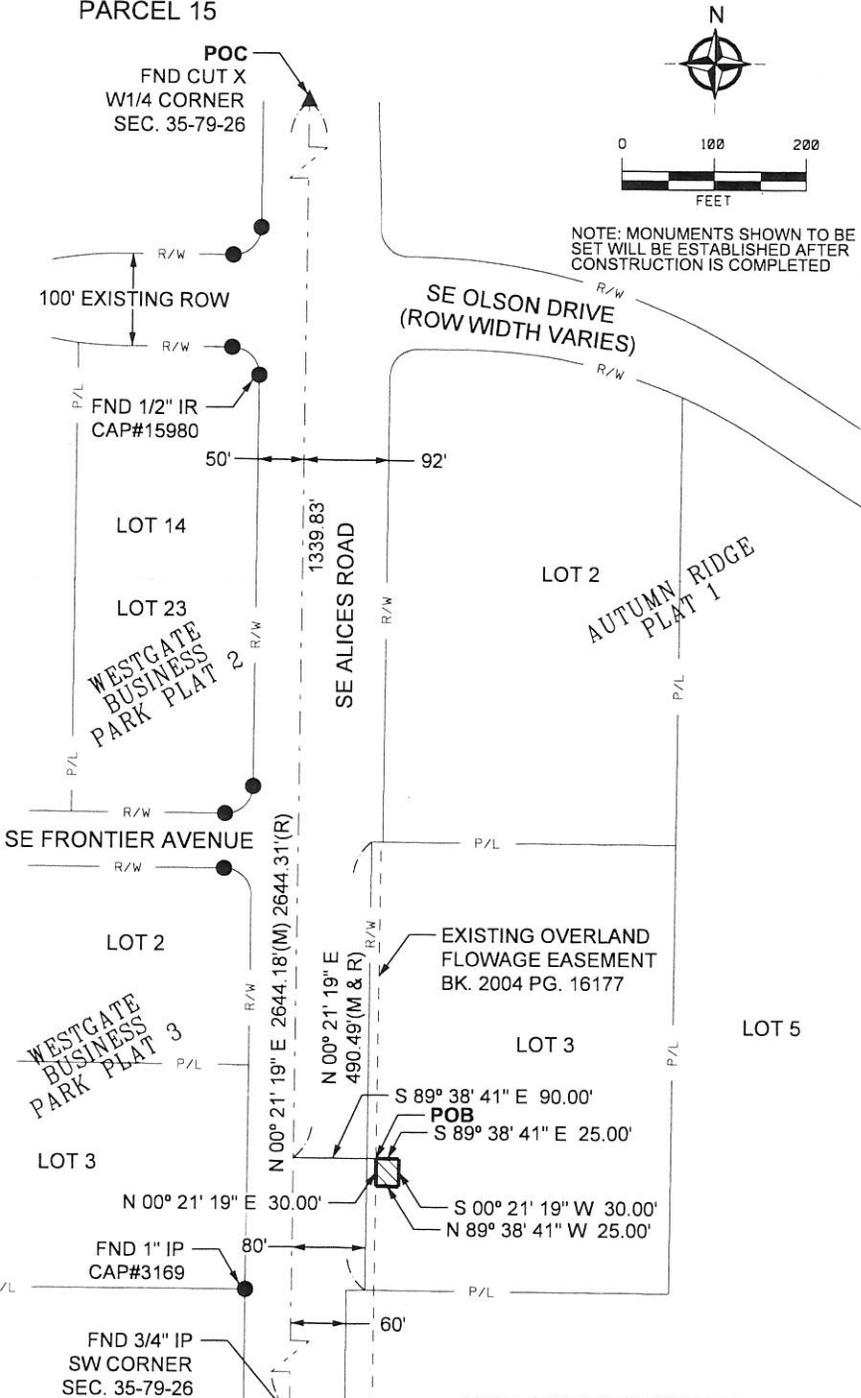
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF AUTUMN RIDGE PLAT 1, AN OFFICAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 21' 19" WEST, 1339.83 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 89° 38' 41" EAST, 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 38' 41" EAST, 25.00 FEET; THENCE SOUTH 00° 21' 19" WEST, 30.00 FEET; THENCE NORTH 89° 38' 41" WEST, 25.00 FEET; THENCE NORTH 00° 21' 19" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 750 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT STORM SEWER EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDE, L.S. _____ DATE _____
License Number: 22847
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: Centennial Development, L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Centennial Development, L.C., an Iowa limited liability 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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title

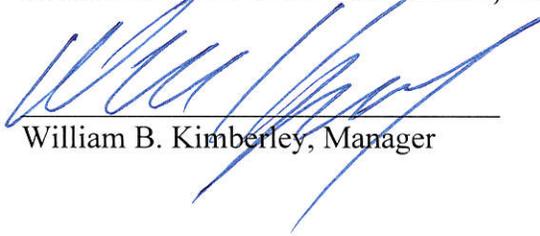
in fee simple; that Grantor has good and lawful authority to sell and convey the same; and that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 15th day of November, 2016.

GRANTOR

CITY OF WAUKEE

CENTENNIAL DEVELOPMENT, L.C.



William B. Kimberley, Manager

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 15th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William B. Kimberley, to me personally known, who being by me duly sworn, did say that that person is Manager 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 William B. Kimberley 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



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

TEMPORARY EASEMENT

EXHIBIT 15-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 15

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGES 11985

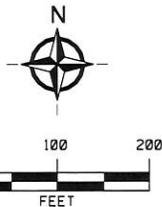
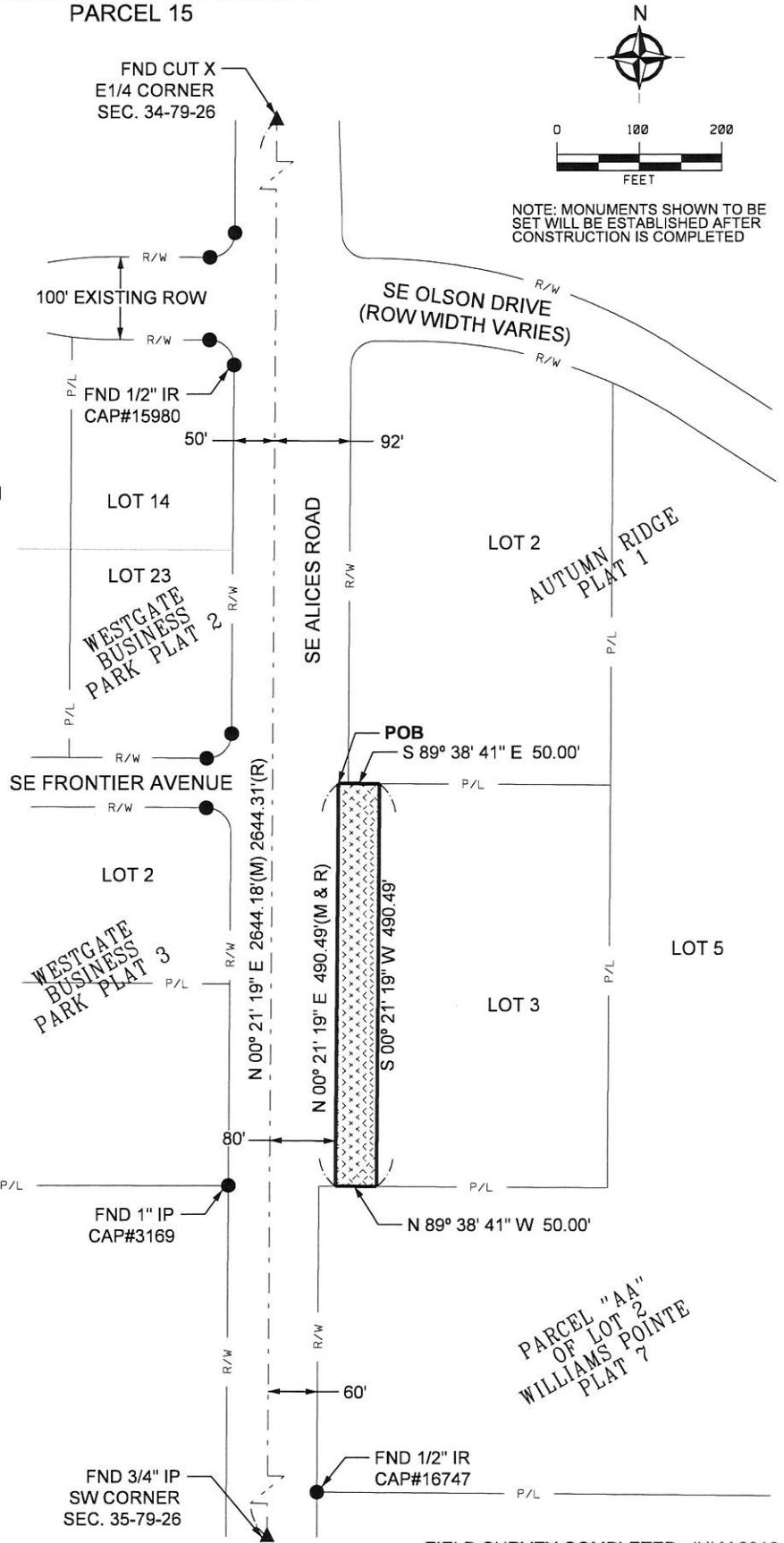
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 OF AUTUMN RIDGE PLAT 1, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE SOUTH 89° 38' 41" EAST, 50.00 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00° 21' 19" WEST, 490.49 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 89° 38' 41" WEST, 50.00 FEET ALONG SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE SE ALICES ROAD; THENCE NORTH 00° 21' 19" EAST, 490.49 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,525 SQUARE FEET OR 0.56 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1S

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 2)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$16,730.00

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 PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS, PHASE 4 [CENTENNIAL DEVELOPMENT, LC] (NO. 2)

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); **AND**,

WHEREAS, it has also been determined that a Temporary Construction Easement is necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easement shall be located on a portion of the property owned by Centennial Development, LC, and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement and Temporary Construction Easement related to Alice’s Road Corridor Improvements, Phase 4, with payment made by the City to property owner(s) Centennial Development, LC, in the amount of \$16,730.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 16 **COUNTY** Dallas
PROJECT SE Alices Road Improvements **CITY** Waukee, IA

SELLER: Centennial Development, L.C., an Iowa limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the **CITY OF WAUKEE, IOWA**, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:

Lot 1 in Williams Pointe Plat 7, an Official Plat located in Waukee, Dallas County, Iowa; and Lot 2, in Williams Pointe Plat 7, an Official Plat located in Waukee, Dallas County, Iowa, except Parcel "AA" as described in the Plat of Survey dated September 2, 2014, filed September 4, 2014 in the records of the Dallas County Recorder in Book 2014 at Page 11668.

County of Dallas, State of Iowa, and more particularly described on Page 4.

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>16,730.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>16,730.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	_____	sq. ft.	Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft.	Fence: _____ rods barbed
Permanent Easement	_____	sq. ft.	
Temporary Easement	<u>20,902</u>	sq. ft.	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

CENTENNIAL DEVELOPMENT, L.C.

X 
William B. Kimberley, Manager

X _____

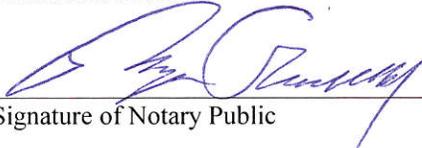
2785 North Ankeny Blvd., Ste. 22
Ankeny, IA 50023
(Mailing Address)

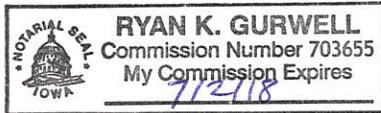
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 15th day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **William B. Kimberley**,

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



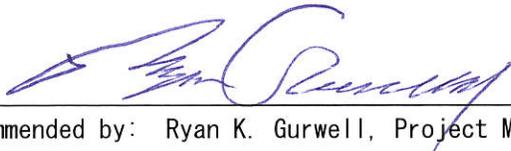
CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Centennial Development, L.C.,

Buyer's Approval


Recommended by: Ryan K. Gurwell, Project Manager

12/9/16
(Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

TEMPORARY EASEMENT

EXHIBIT 16-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 16

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGES 11985

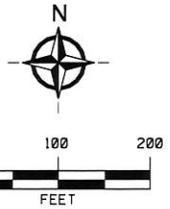
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

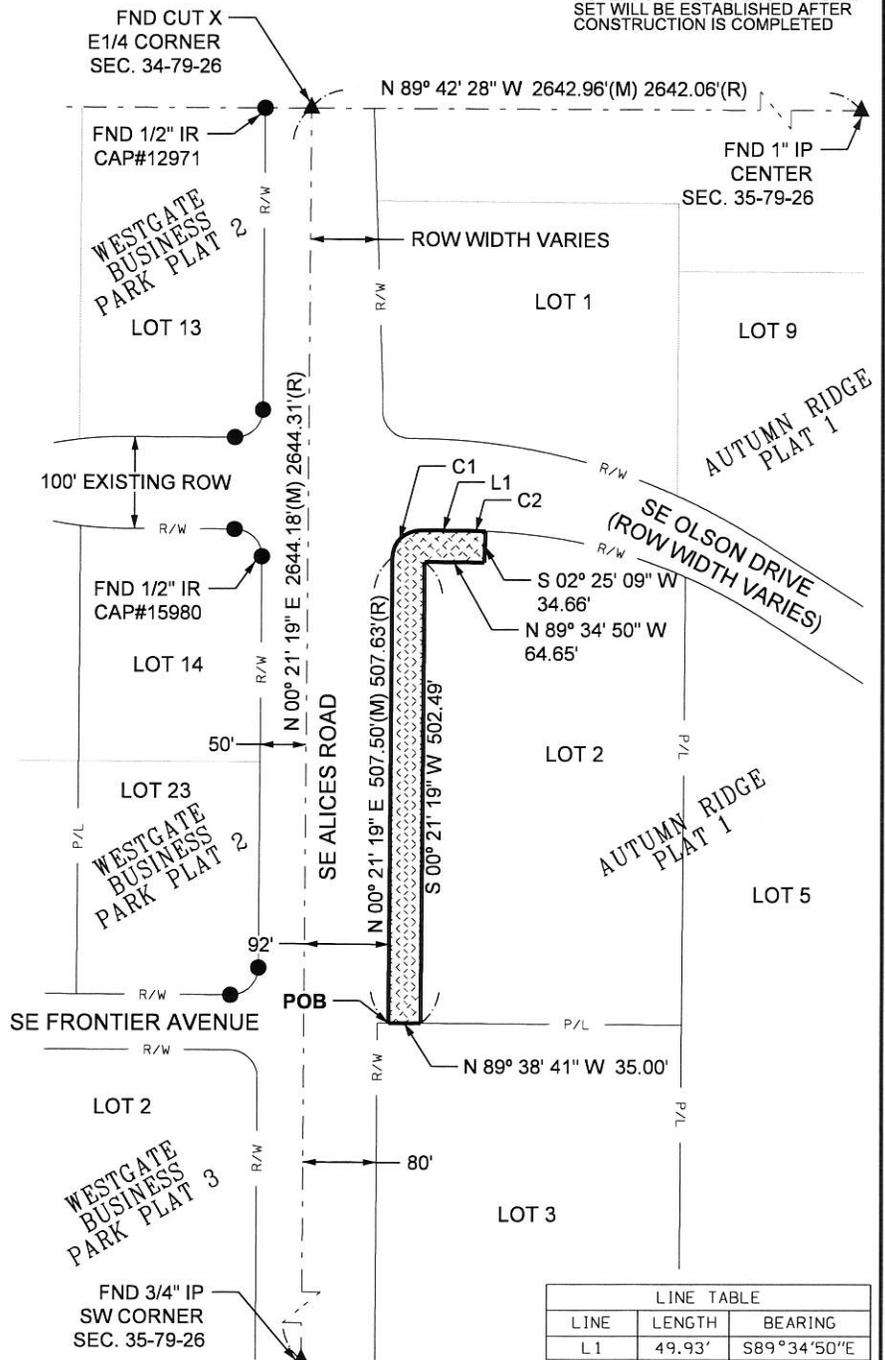
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 00° 21' 19" EAST, 507.50 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE NORTH A DISTANCE OF 47.16 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE EAST WITH A CENTRAL ANGLE OF 90° 03' 51", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 45° 23' 14" EAST, 42.45 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE SOUTH 89° 34' 50" EAST, 49.93 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 20.94 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 02° 00' 00", ALONG A 600.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 88° 34' 51" EAST, 20.94 FEET; THENCE SOUTH 02° 25' 09" WEST, 34.66 FEET; THENCE NORTH 89° 34' 50" WEST, 64.65 FEET; THENCE SOUTH 00° 21' 19" WEST, 502.49 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89° 38' 41" WEST, 35.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20,902 SQUARE FEET OR 0.48 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.93'	S89°34'50"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	47.16'	30.00'	42.45'	N45°23'14"E	90°03'51"	30.03'
C2	20.94'	600.00'	20.94'	S88°34'51"E	02°00'00"	10.47'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: Centennial Development, L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Centennial Development, L.C., an Iowa limited liability 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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title

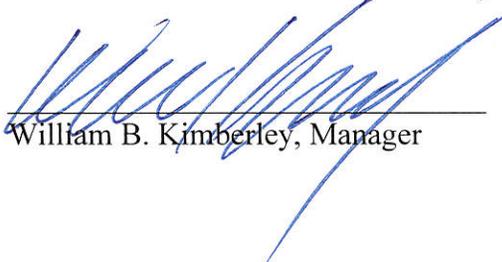
in fee simple; that Grantor has good and lawful authority to sell and convey the same; and that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 15th day of November, 2016.

GRANTOR

CITY OF WAUKEE

CENTENNIAL DEVELOPMENT, L.C.



William B. Kimberley, Manager

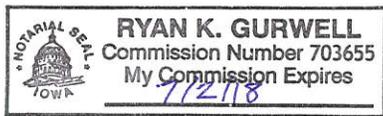
William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 15th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William B. Kimberley, to me personally known, who being by me duly sworn, did say that that person is Manager 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 William B. Kimberley 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

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

TEMPORARY EASEMENT

EXHIBIT 16-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 16

PROPERTY OWNER:
CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGES 11985

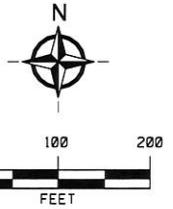
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

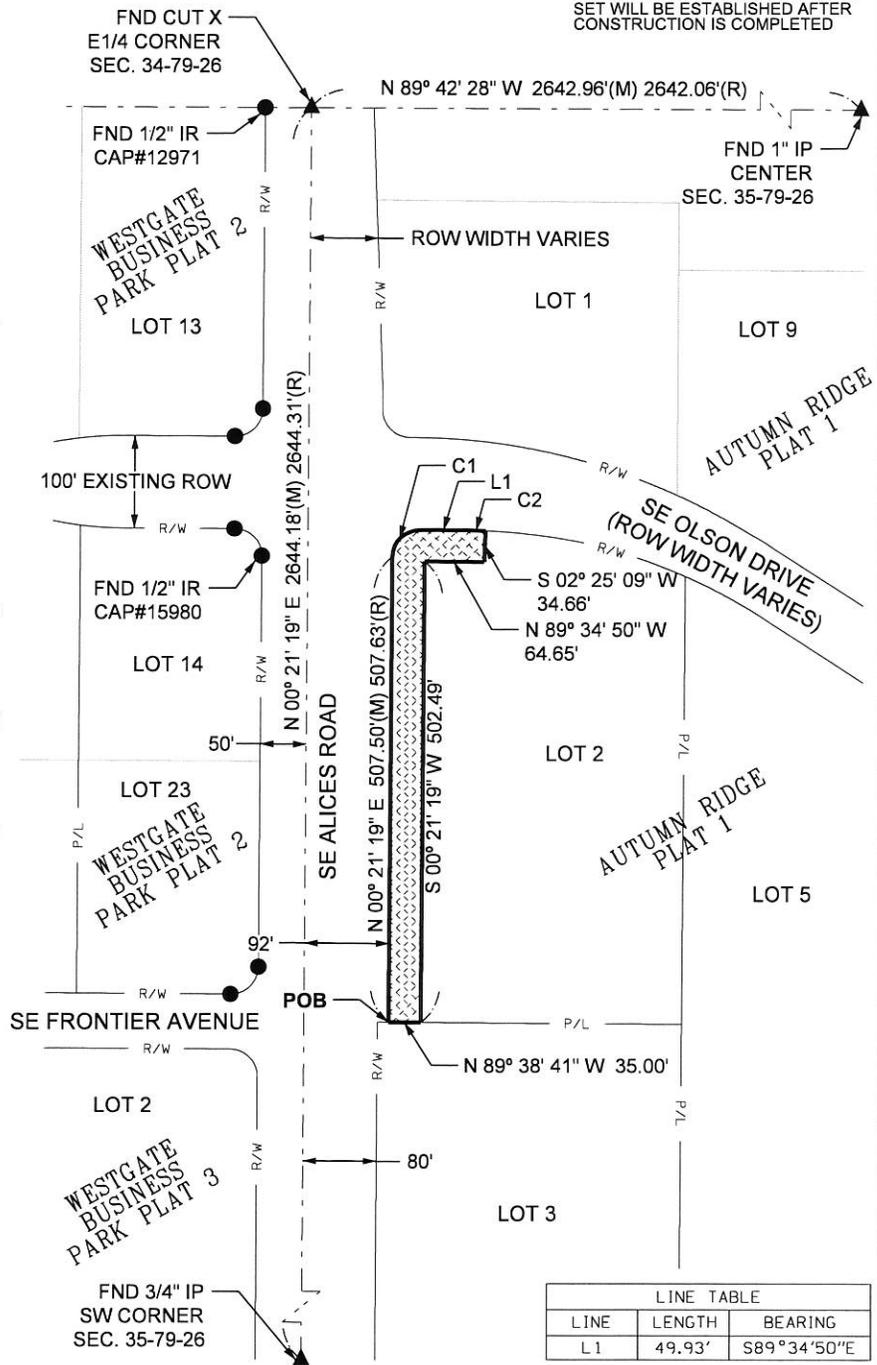
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 00° 21' 19" EAST, 507.50 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE NORTH A DISTANCE OF 47.16 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE EAST WITH A CENTRAL ANGLE OF 90° 03' 51", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 45° 23' 14" EAST, 42.45 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE SOUTH 89° 34' 50" EAST, 49.93 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 20.94 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 02° 00' 00", ALONG A 600.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 88° 34' 51" EAST, 20.94 FEET; THENCE SOUTH 02° 25' 09" WEST, 34.66 FEET; THENCE NORTH 89° 34' 50" WEST, 64.65 FEET; THENCE SOUTH 00° 21' 19" WEST, 502.49 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89° 38' 41" WEST, 35.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20,902 SQUARE FEET OR 0.48 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.93'	S89°34'50"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	47.16'	30.00'	42.45'	N45°23'14"E	90°03'51"	30.03'
C2	20.94'	600.00'	20.94'	S88°34'51"E	02°00'00"	10.47'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1T

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [Centennial Development, LC] (No. 3)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$16,340.00

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 PURCHASE AGREEMENT, PUBLIC STORM SEWER EASEMENT,
AND TEMPORARY CONSTRUCTION EASEMENT RELATED TO ALICE'S
ROAD CORRIDOR IMPROVEMENTS, PHASE 4
[CENTENNIAL DEVELOPMENT, LC] (NO. 3)**

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice's Road Corridor Improvement Project, Phase 4 (the "Project"); **AND**,

WHEREAS, it has also been determined that a Public Storm Sewer Easement and Temporary Construction Easement are necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easements shall be located on a portion of the property owned by Centennial Development, LC, and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement, Public Storm Sewer Easement, and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4, with payment made by the City to property owner(s) Centennial Development, LC, in the amount of \$16,340.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 17 **COUNTY** Dallas
PROJECT SE Alices Road Improvements **CITY** Waukee, IA
SELLER: Centennial Development, L.C., an Iowa limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the **CITY OF WAUKEE, IOWA**, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:
Lot 1 in Williams Pointe Plat 7, an Official Plat located in Waukee, Dallas County, Iowa; and Lot 2, in Williams Pointe Plat 7, an Official Plat located in Waukee, Dallas County, Iowa, except Parcel "AA" as described in the Plat of Survey dated September 2, 2014, filed September 4, 2014 in the records of the Dallas County Recorder in Book 2014 at Page 11668.

County of Dallas, State of Iowa, and more particularly described on Pages 4, 5 and 6.

- 1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

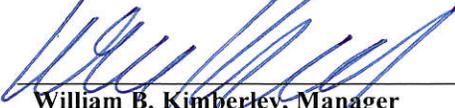
<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>16,340.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>16,340.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	_____	sq. ft.	Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft.	Fence: _____ rods barbed
Permanent Easement	<u>1544</u>	sq. ft.	
Temporary Easement	<u>16,555</u>	sq. ft.	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

CENTENNIAL DEVELOPMENT, L.C.

X 
William B. Kimberley, Manager

X _____

2785 North Ankeny Blvd., Ste. 22
Ankeny, IA 50023
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

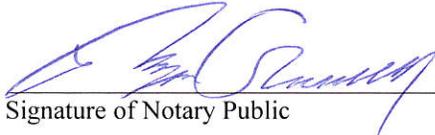
STATE OF IOWA }
COUNTY OF DALLAS } ss:

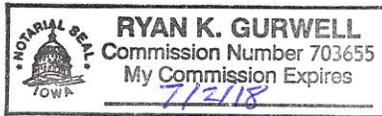
On this 15th day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared

William B. Kimberley,

to me personally known

or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



Buyer's Approval


Recommended by: Ryan K. Gurwell, Project Manager

12/9/16
(Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

PERMANENT EASEMENT

EXHIBIT 17-P

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 17

LEGAL DESCRIPTION:

TRACT A

A PARCEL OF LAND LOCATED IN LOT 1 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 21' 19" WEST, 100.06 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 89° 26' 49" EAST, 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 26' 49" EAST, 30.00 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 00° 21' 19" WEST, 20.00 FEET; THENCE SOUTH 66° 12' 46" WEST, 32.88 FEET; THENCE NORTH 00° 21' 19" EAST, 33.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 803 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGE 11985

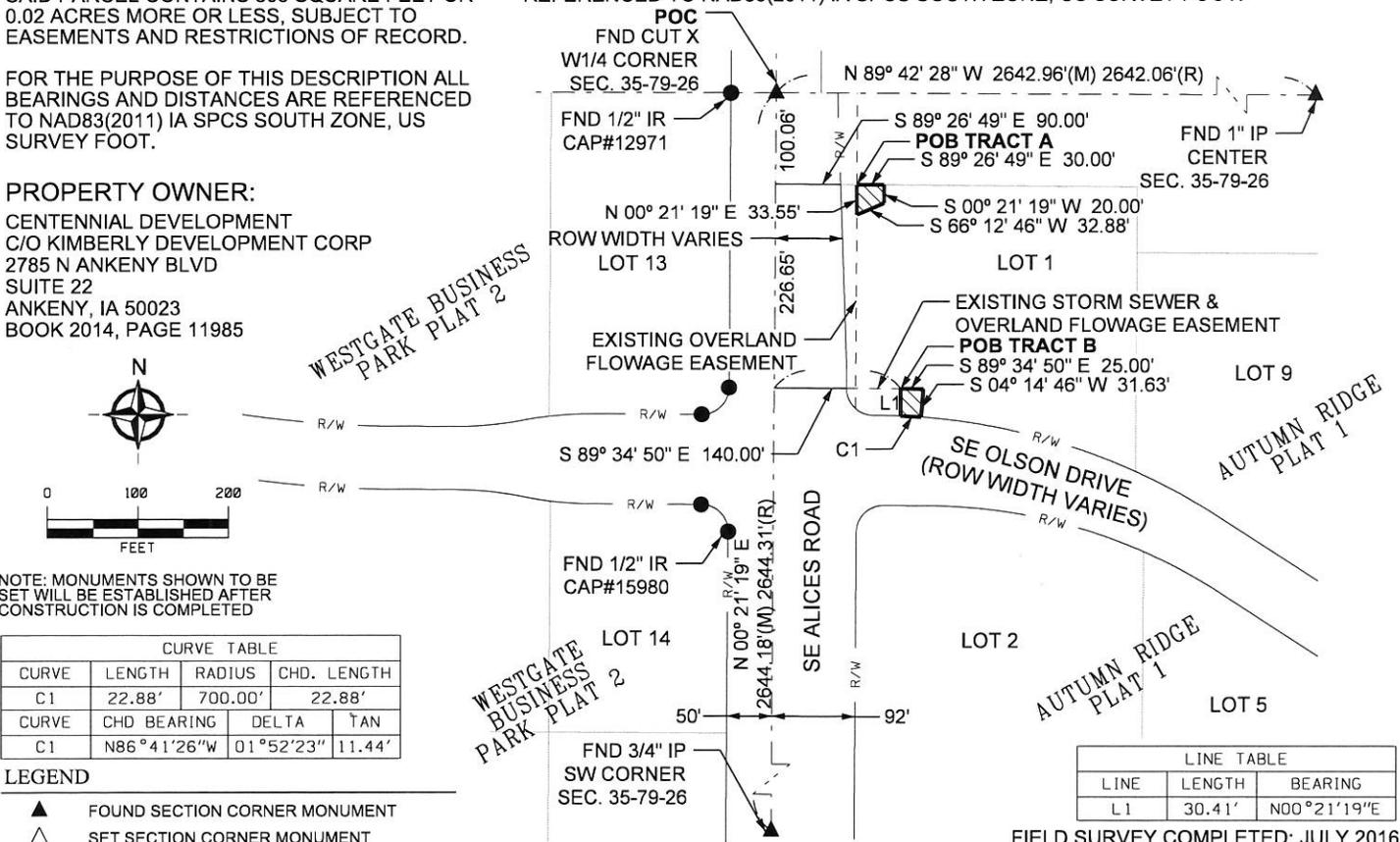
TRACT B

A PARCEL OF LAND LOCATED IN LOT 1 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 21' 19" WEST, 326.71 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 89° 34' 50" EAST, 140.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 34' 50" EAST, 25.00 FEET; THENCE SOUTH 04° 14' 46" WEST, 31.63 FEET TO THE NORTH RIGHT-OF-WAY OF SE OLSEN DRIVE; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 22.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 01° 52' 23", ALONG A 700.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 86° 41' 26" WEST, 22.88 FEET; THENCE NORTH 00° 21' 19" EAST, 30.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 741 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHD. LENGTH
C1	22.88'	700.00'	22.88'
CURVE	CHD BEARING	DELTA	TAN
C1	N86°41'26"W	01°52'23"	11.44'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT STORM SEWER EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.41'	N00°21'19"E

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDÉ, L.S. DATE

License Number: 22847

My license renewal date is DECEMBER 31, 2016.

Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

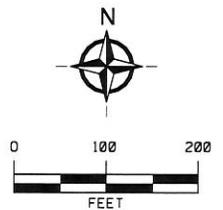
TEMPORARY EASEMENT

EXHIBIT 17-T

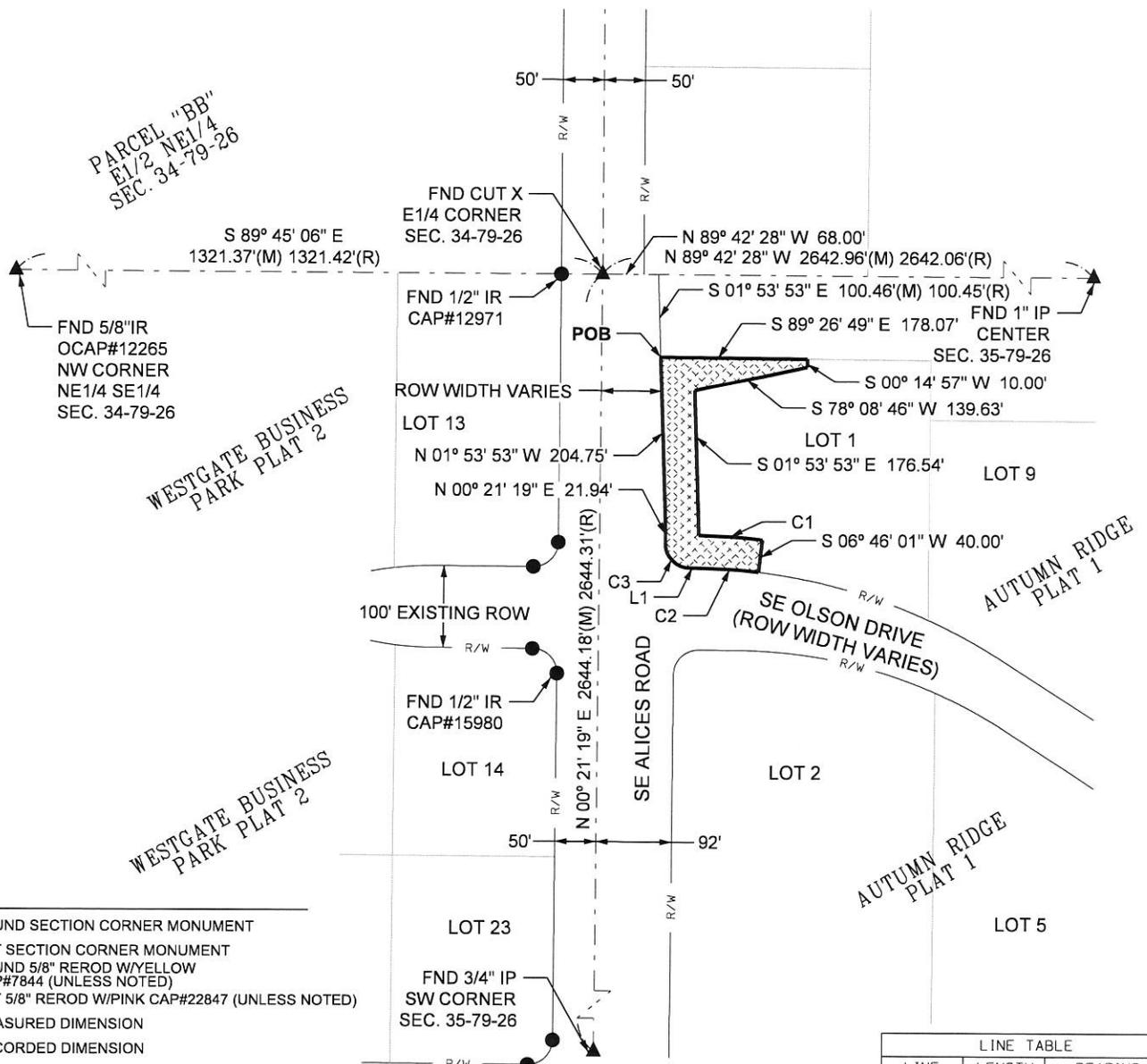
TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 17

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGE 11985



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.17'	N89°34'50"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	77.66'	740.00'	77.63'	S86°14'23"E	06°00'48"	38.87'
C2	77.55'	700.00'	77.51'	N86°24'25"W	06°20'52"	38.82'
C3	47.09'	30.00'	42.40'	N44°36'46"W	89°56'09"	29.97'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

TEMPORARY EASEMENT

EXHIBIT 17-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 17

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGE 11985

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE SOUTH 89° 26' 49" EAST, 178.07 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 00° 14' 57" WEST, 10.00 FEET; THENCE SOUTH 78° 08' 46" WEST, 139.63 FEET; THENCE SOUTH 01° 53' 53" EAST, 176.54 FEET; THENCE EAST A DISTANCE OF 77.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 06° 00' 48", ALONG A 740.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 86° 14' 23" EAST, 77.63 FEET; THENCE SOUTH 06° 46' 01" WEST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 77.55 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 06° 20' 52", ALONG A 700.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 86° 24' 25" WEST, 77.51 FEET; THENCE NORTH 89° 34' 50" WEST, 6.17 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE WEST A DISTANCE OF 47.09 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 89° 56' 09", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 44° 36' 46" WEST, 42.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE NORTH 00° 21' 19" EAST, 21.94 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 01° 53' 53" WEST, 204.75 FEET CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 16,555 SQUARE FEET OR 0.38 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

PUBLIC STORM SEWER EASEMENT

Recorder's Cover Sheet

Prepared by and Return To:

Ryan K. Gurwell
A & R Land Services
1609 Golden Aspen Dr., Suite 104
Ames, IA 50010
(515) 337-1197

Grantor: Centennial Development, L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

STORM SEWER EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, Centennial Development, L.C., an Iowa limited liability 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 easement (hereinafter referred to as “Easement” or “Easement(s)”) and right-of-way upon, over, under, through and across the real property legally described as:

SEE PERMANENT EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”) for the purpose of locating storm 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 the Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional sewer(s) therein or to connect and/or join sewer(s) and appurtenances thereto) and to forever maintain sewer(s) whenever necessary within the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining prior written consent of the City.
2. 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 Main(s), to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor, 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 at the Grantor’s sole expense.
3. Change in Grade Prohibited. Grantor and its successors and assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.
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. Grantor, subsequent property owners, their successors and assigns agree 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. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

8. Attorney's Fees. The City may enforce this Easement 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.

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.

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 15th day of November, 2016.

CENTENNIAL DEVELOPMENT, L.C.



William B. Kimberley, Manager

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 15th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William B. Kimberley, to me personally known, who being by me duly sworn, did say that that person is Manager 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 William B. Kimberley acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



By: 

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY OF WAUKEE, IOWA

CITY OF WAUKEE, IOWA,
an Iowa municipal corporation

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

By: _____
Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

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

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

PERMANENT EASEMENT

EXHIBIT 17-P

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 17

LEGAL DESCRIPTION:

TRACT A

A PARCEL OF LAND LOCATED IN LOT 1 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 21' 19" WEST, 100.06 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 89° 26' 49" EAST, 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 26' 49" EAST, 30.00 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 00° 21' 19" WEST, 20.00 FEET; THENCE SOUTH 66° 12' 46" WEST, 32.88 FEET; THENCE NORTH 00° 21' 19" EAST, 33.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 803 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGE 11985

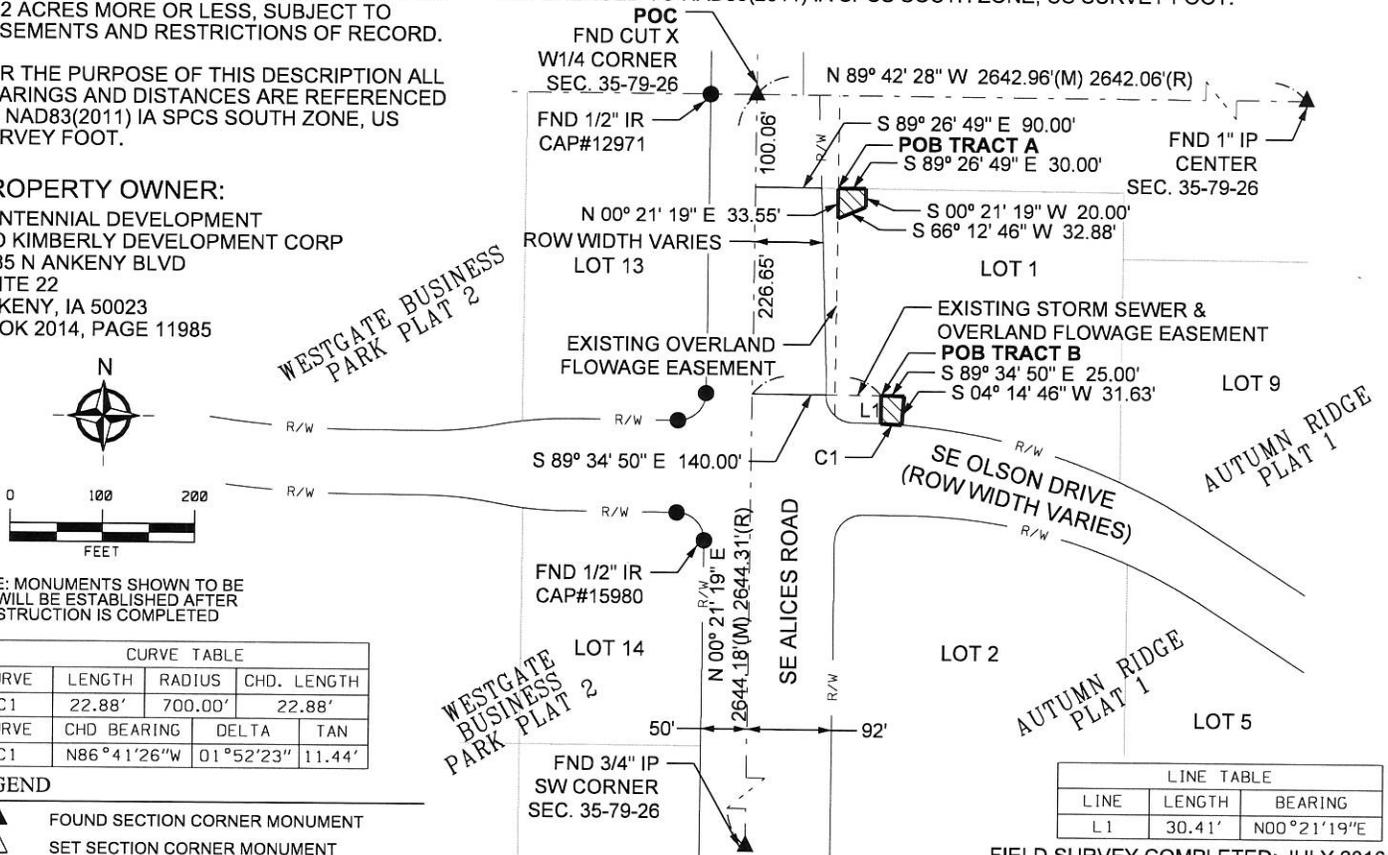
TRACT B

A PARCEL OF LAND LOCATED IN LOT 1 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 21' 19" WEST, 326.71 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 89° 34' 50" EAST, 140.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 34' 50" EAST, 25.00 FEET; THENCE SOUTH 04° 14' 46" WEST, 31.63 FEET TO THE NORTH RIGHT-OF-WAY OF SE OLSEN DRIVE; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 22.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 01° 52' 23", ALONG A 700.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 86° 41' 26" WEST, 22.88 FEET; THENCE NORTH 00° 21' 19" EAST, 30.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 741 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHD. LENGTH
C1	22.88'	700.00'	22.88'
CURVE	CHD BEARING	DELTA	TAN
C1	N86°41'26"W	01°52'23"	11.44'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT STORM SEWER EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.41'	N00°21'19"E

FIELD SURVEY COMPLETED: JULY 2016

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.

DRAFT

JODY A. BUDDÉ, L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: Centennial Development, L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Centennial Development, L.C., an Iowa limited liability 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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title

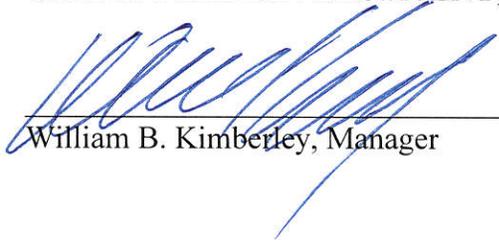
in fee simple; that Grantor has good and lawful authority to sell and convey the same; and that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 15th day of November, 2016.

GRANTOR

CITY OF WAUKEE

CENTENNIAL DEVELOPMENT, L.C.



William B. Kimberley, Manager

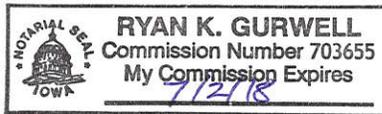
William F. Peard, Mayor

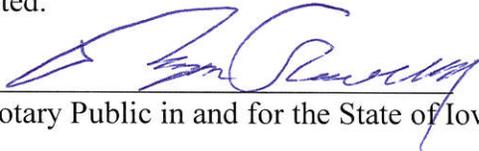
Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 15th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William B. Kimberley, to me personally known, who being by me duly sworn, did say that that person is Manager 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 William B. Kimberley 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

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

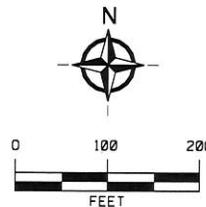
TEMPORARY EASEMENT

EXHIBIT 17-T

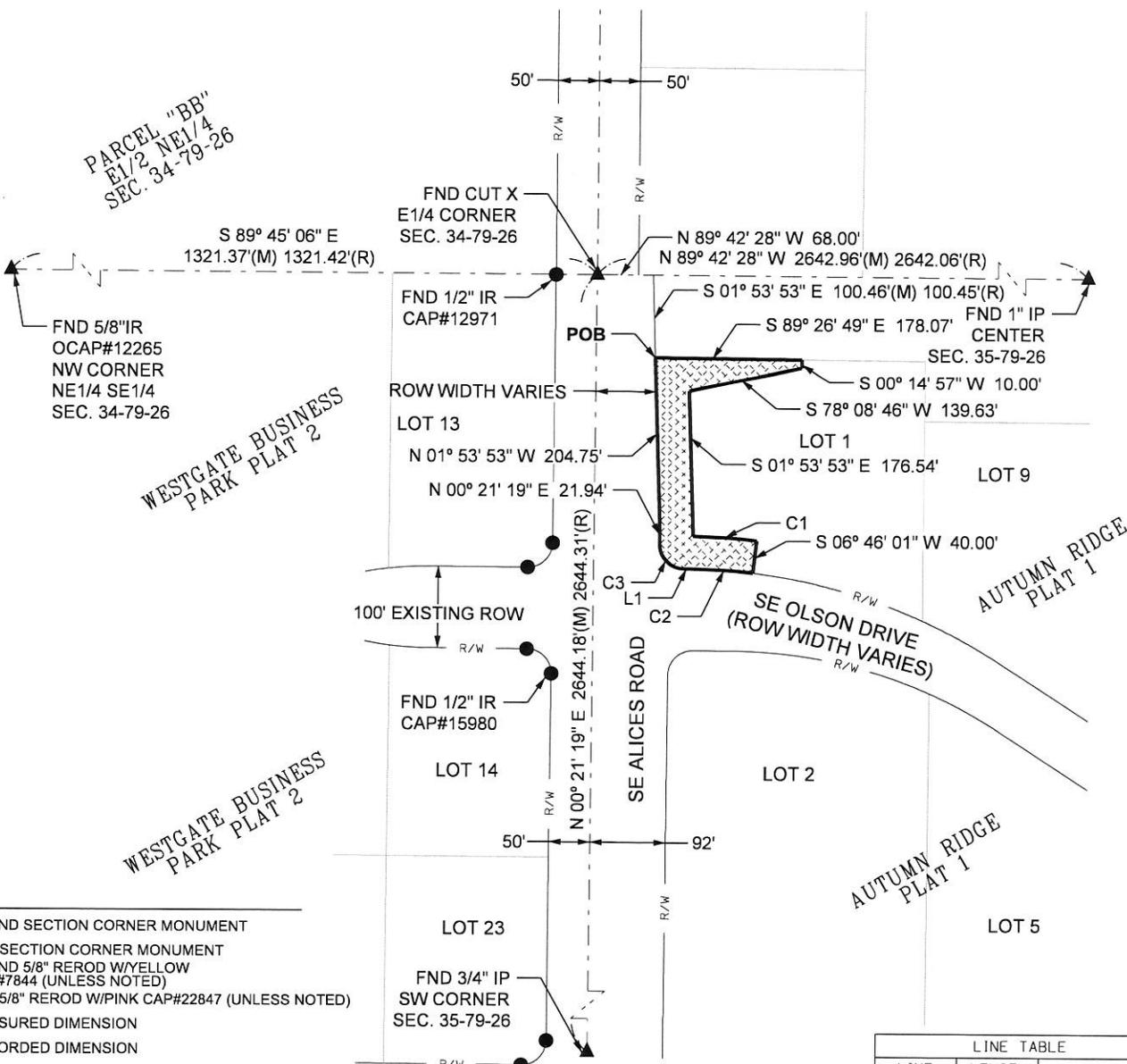
TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 17

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGE 11985



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.17'	N89°34'50"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	77.66'	740.00'	77.63'	S86°14'23"E	06°00'48"	38.87'
C2	77.55'	700.00'	77.51'	N86°24'25"W	06°20'52"	38.82'
C3	47.09'	30.00'	42.40'	N44°36'46"W	89°56'09"	29.97'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

TEMPORARY EASEMENT

EXHIBIT 17-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 17

PROPERTY OWNER:

CENTENNIAL DEVELOPMENT
C/O KIMBERLY DEVELOPMENT CORP
2785 N ANKENY BLVD
SUITE 22
ANKENY, IA 50023
BOOK 2014, PAGE 11985

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1 OF AUTUMN RIDGE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 9105 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE SOUTH 89° 26' 49" EAST, 178.07 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 00° 14' 57" WEST, 10.00 FEET; THENCE SOUTH 78° 08' 46" WEST, 139.63 FEET; THENCE SOUTH 01° 53' 53" EAST, 176.54 FEET; THENCE EAST A DISTANCE OF 77.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 06° 00' 48", ALONG A 740.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 86° 14' 23" EAST, 77.63 FEET; THENCE SOUTH 06° 46' 01" WEST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 77.55 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 06° 20' 52", ALONG A 700.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 86° 24' 25" WEST, 77.51 FEET; THENCE NORTH 89° 34' 50" WEST, 6.17 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE WEST A DISTANCE OF 47.09 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 89° 56' 09", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 44° 36' 46" WEST, 42.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE NORTH 00° 21' 19" EAST, 21.94 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 01° 53' 53" WEST, 204.75 FEET CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 16,555 SQUARE FEET OR 0.38 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

FOTH PROJECT NO. 16W021-01 DATE: 10/5/2016



AGENDA ITEM: J1U

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [Greater Iowa Credit Union]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$6,530.00

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 PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS, PHASE 4 [GREATER IOWA CREDIT UNION]

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); **AND**,

WHEREAS, it has also been determined that a Temporary Construction Easement is necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easement shall be located on a portion of the property owned by Greater Iowa Credit Union and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement and Temporary Construction Easement related to Alice’s Road Corridor Improvement Project, Phase 4, with payment made by the City to property owner(s) Greater Iowa Credit Union in the amount of \$6,530.00.

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				

Return to and Prepared by: Ryan K. Gurwell, A & R Land Services, 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197

PURCHASE AGREEMENT

PARCEL NO. 12 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA
 SELLER: Greater Iowa Credit Union

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the CITY OF WAUKEE, IOWA, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:
Lots 1, 2, 3, 4 and Outlot "Z" in Williams Pointe Plat 15, an Official Plat, Waukee, Dallas County, Iowa.

County of Dallas, State of Iowa, and more particularly described on Page 4,

- 1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,530.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,530.00</u>	TOTAL LUMP SUM	

Breakdown

	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	sq. ft. Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft. Fence: _____ rods barbed
Permanent Easement	_____	sq. ft.
Temporary Easement	<u>5,592</u>	sq. ft.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

GREATER IOWA CREDIT UNION

x Scott Zahnle
801 Lincoln Way
Ames, IA 50010
(Mailing Address)

x _____

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

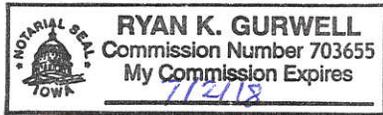
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF DALLAS STARY } ss:

On this 17th day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Zahnle

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

[Signature] (Sign in Ink)
Signature of Notary Public



Buyer's Approval

[Signature] 12/9/16
Recommended by: Ryan K. Gurwell, Project Manager (Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): Managing Member President
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Greater Iowa Credit Union

TEMPORARY EASEMENT

EXHIBIT 12-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 12

PROPERTY OWNER:
GREATER IOWA CREDIT UNION
801 LINCOLN WAY
AMES, IA 50010
BOOK 2015, PAGES 5269

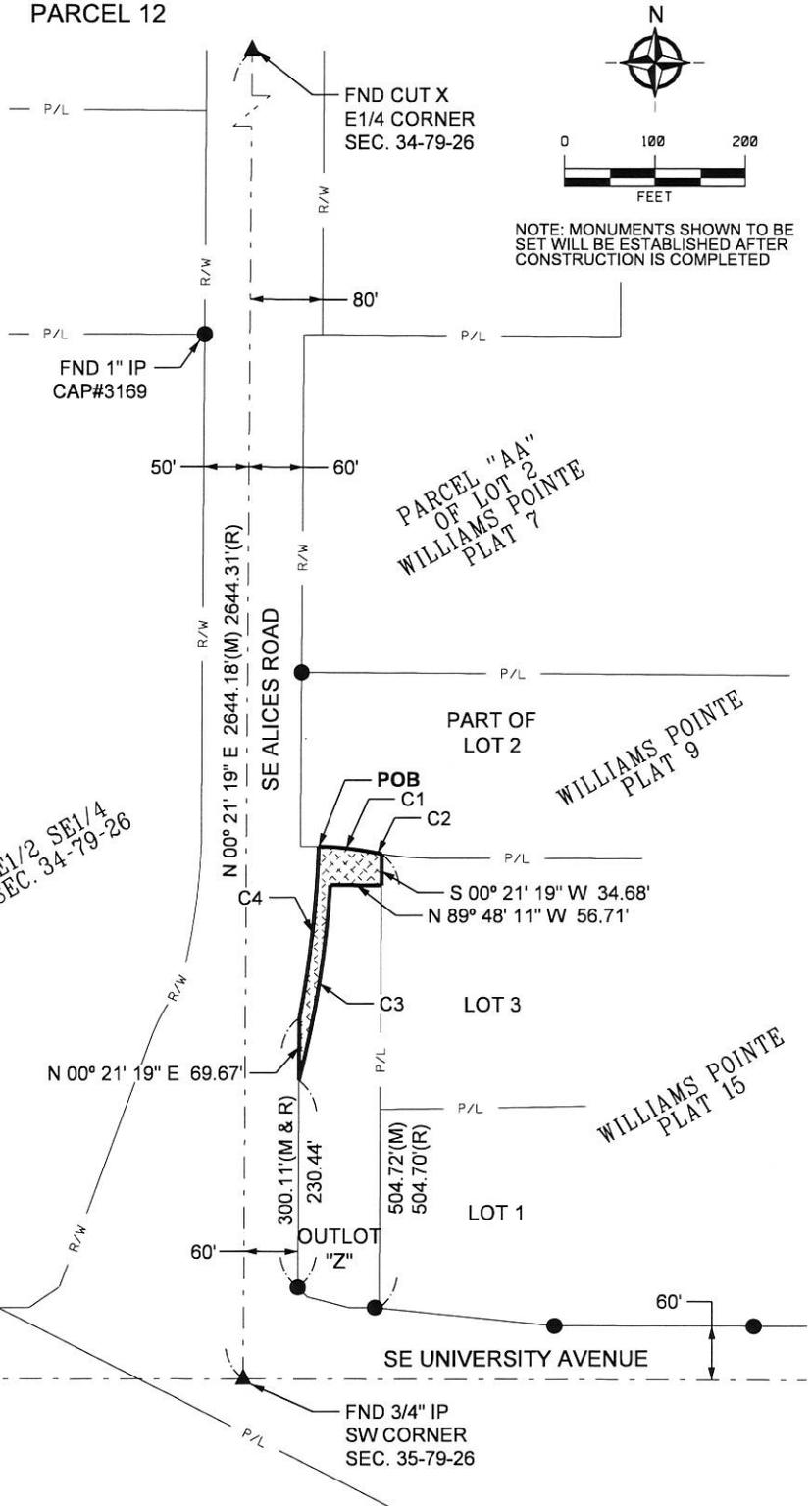
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT "Z" OF WILLIAMS POINTE PLAT 15, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 5007 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT "Z", THENCE EAST ALONG THE NORTH LINE OF SAID OUTLOT "Z" A DISTANCE OF 61.28 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 10° 01' 56", ALONG A 350.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 83° 55' 57" EAST, 61.21 FEET; THENCE EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 9.23 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 01° 30' 39", ALONG A 350.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 79° 40' 18" EAST, 9.23 FEET TO THE EAST LINE OF SAID OUTLOT "Z"; THENCE SOUTH 00° 21' 19" WEST, 34.68 FEET ALONG SAID EAST LINE; THENCE NORTH 89° 48' 11" WEST, 56.71 FEET; THENCE SOUTH A DISTANCE OF 219.61 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 10° 44' 27", ALONG A 1171.50 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 09° 05' 12" WEST, 219.29 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE NORTH 00° 21' 19" EAST, 69.67 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 190.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 09° 27' 22", ALONG A 1156.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 22' 45" EAST, 190.65 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,592 SQUARE FEET OR 0.13 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#16747 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W --- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L --- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	61.28'	350.00'	61.21'	S83°55'57"E	10°01'56"	30.72'
C2	9.23'	350.00'	9.23'	S79°40'18"E	01°30'39"	4.62'
C3	219.61'	1171.50'	219.29'	S09°05'12"W	10°44'27"	110.13'
C4	190.87'	1156.50'	190.65'	N06°22'45"E	09°27'22"	95.65'

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: Greater Iowa Credit Union

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Greater Iowa Credit Union** (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 Grantee"), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the "Easement Area")

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee's use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to sell and convey the same; and

that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 17th day of November, 2016.

GRANTOR

CITY OF WAUKEE

GREATER IOWA CREDIT UNION

By Scott Zahnle
Printed Name Scott Zahnle
Title President

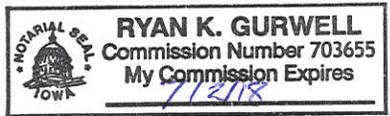
William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF STORY)
)
)
COUNTY OF DALLAS)

On this 17th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Scott Zahnle, 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 Scott Zahnle acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



[Signature]
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 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

TEMPORARY EASEMENT

EXHIBIT 12-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 12

PROPERTY OWNER:
GREATER IOWA CREDIT UNION
801 LINCOLN WAY
AMES, IA 50010
BOOK 2015, PAGES 5269

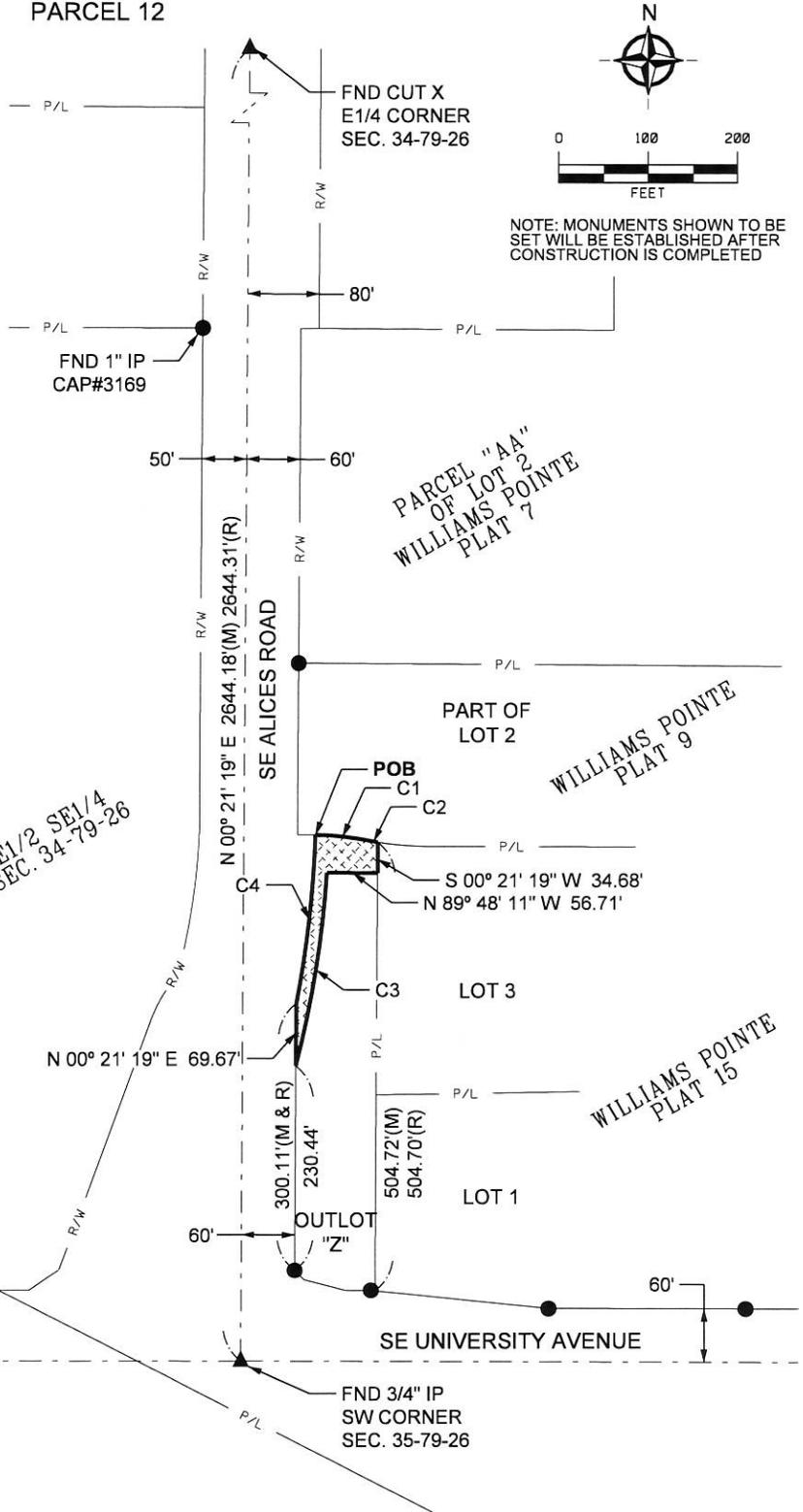
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT "Z" OF WILLIAMS POINTE PLAT 15, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2015, PAGE 5007 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT "Z", THENCE EAST ALONG THE NORTH LINE OF SAID OUTLOT "Z" A DISTANCE OF 61.28 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 10° 01' 56", ALONG A 350.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 83° 55' 57" EAST, 61.21 FEET; THENCE EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 9.23 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 01° 30' 39", ALONG A 350.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 79° 40' 18" EAST, 9.23 FEET TO THE EAST LINE OF SAID OUTLOT "Z"; THENCE SOUTH 00° 21' 19" WEST, 34.68 FEET ALONG SAID EAST LINE; THENCE NORTH 89° 48' 11" WEST, 56.71 FEET; THENCE SOUTH A DISTANCE OF 219.61 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 10° 44' 27", ALONG A 1171.50 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 09° 05' 12" WEST, 219.29 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE NORTH 00° 21' 19" EAST, 69.67 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 190.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 09° 27' 22", ALONG A 1156.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 22' 45" EAST, 190.65 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,592 SQUARE FEET OR 0.13 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#16747 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - R/W - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	61.28'	350.00'	61.21'	S83°55'57"E	10°01'56"	30.72'
C2	9.23'	350.00'	9.23'	S79°40'18"E	01°30'39"	4.62'
C3	219.61'	1171.50'	219.29'	S09°05'12"W	10°44'27"	110.13'
C4	190.87'	1156.50'	190.65'	N06°22'45"E	09°27'22"	95.65'

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1V

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [Robert F. Etzel Living Trust]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$720.00

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 PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION
EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS,
PHASE 4 [ROBERT F. ETZEL LIVING TRUST]**

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); **AND**,

WHEREAS, it has also been determined that a Temporary Construction Easement is necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easement shall be located on a portion of the property owned by Robert F. Etzel Living Trust and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement and Temporary Construction Easement related to Alice’s Road Corridor Improvement Project, Phase 4, with payment made by the City to property owner(s) Robert F. Etzel Living Trust in the amount of \$720.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 7 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA
 SELLER: The Robert F. Etzel Living Trust dated July 20, 2004

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between Seller and the CITY OF WAUKEE, IOWA, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:
The East 1/2 of the Northeast 1/4 of Section 34, Township 79 North, Range 26 West of the 5th P.M., Waukee, Dallas County, Iowa, EXCEPT land deeded to the City of Waukee for public street purposes in Book 670, Page 238, in Book 770, Page 219 and in Book 1997, Page 11020 and EXCEPT land deeded to the State of Iowa for highway purposes in Book 1997, page 11021.

County of Dallas, State of Iowa, and more particularly described on Page 4.

- 1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

	<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$	_____	on conveyance of title	_____
\$	_____	on surrender of possession	_____
\$	_____	on possession and conveyance	<u>60 days after Buyer approval</u>
\$	<u>720.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	_____	sq. ft.	Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft.	Fence: _____ rods barbed
Permanent Easement	_____	sq. ft.	
Temporary Easement	<u>18.773</u>	sq. ft.	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

THE ROBERT F. ETZEL LIVING TRUST DATED JULY 20, 2004

X Robert F. Etzel, Trustee X
Robert F. Etzel, Trustee

1851 Ashworth Road
West Des Moines, IA 50265-3309
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 14 day of November, A.D. 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert F. Etzel, Trustee.**

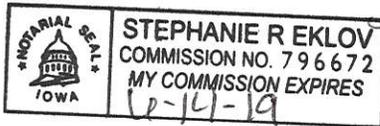
to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
The Robert F. Etzel Living Trust dated July 20, 2004.



Stephanie R Eklov (Sign in Ink)
Signature of Notary Public

Buyer's Approval

Ryan K. Gurwell
Recommended by: Ryan K. Gurwell, Project Manager

12/9/16
(Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

TEMPORARY EASEMENT

EXHIBIT 07-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 07

PROPERTY OWNER:

ROBERT F. ETZEL, TRUSTEE
1851 ASHWORTH ROAD
DES MOINES, IA 50266
BOOK 2012, PAGE 23323

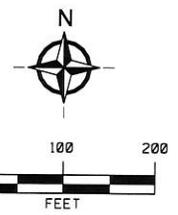
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PARCEL "BB" OF EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AS RECORDED IN BOOK 2012, PAGE 22929 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

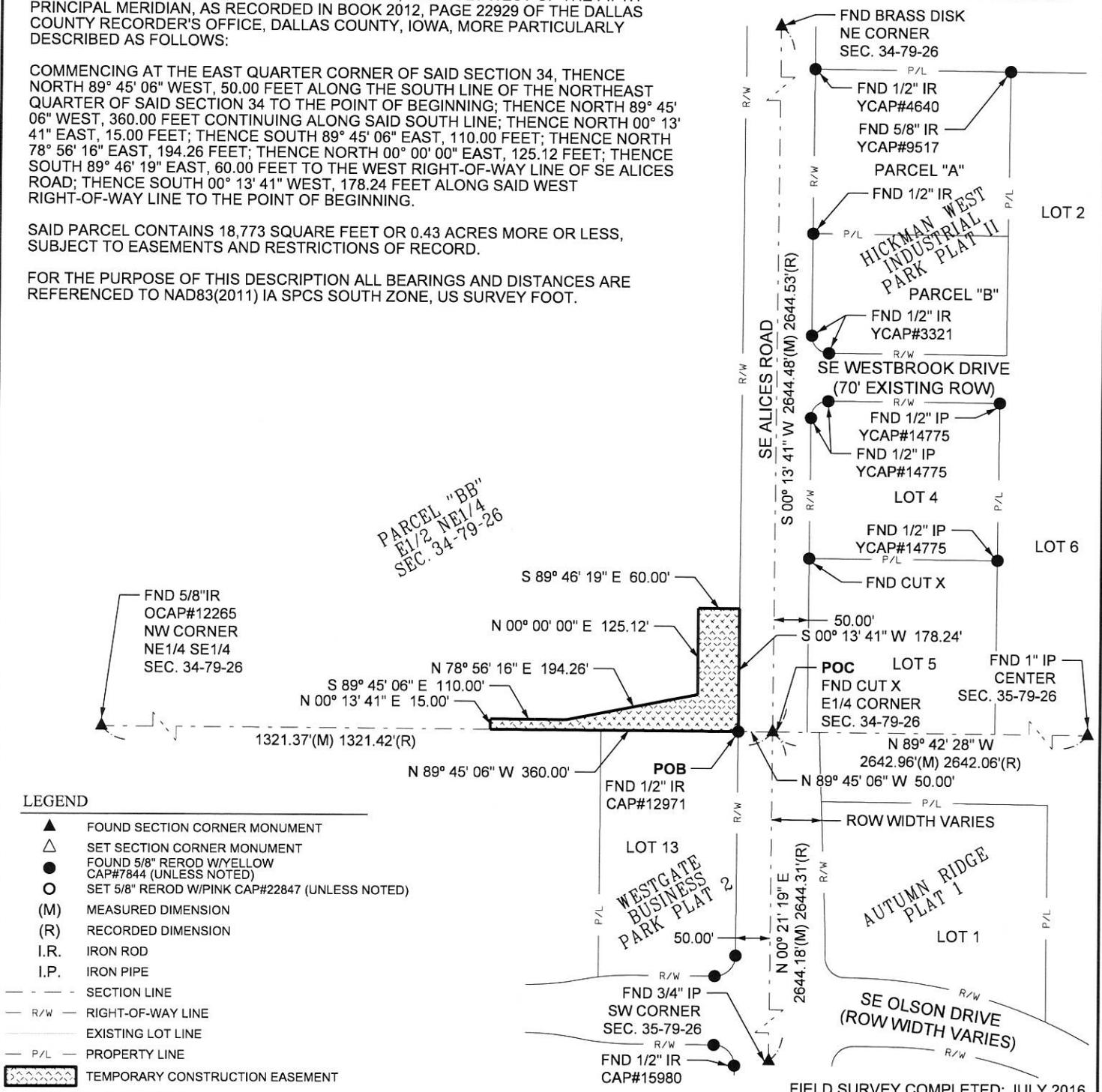
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 34, THENCE NORTH 89° 45' 06" WEST, 50.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE NORTH 89° 45' 06" WEST, 360.00 FEET CONTINUING ALONG SAID SOUTH LINE; THENCE NORTH 00° 13' 41" EAST, 15.00 FEET; THENCE SOUTH 89° 45' 06" EAST, 110.00 FEET; THENCE NORTH 78° 56' 16" EAST, 194.26 FEET; THENCE NORTH 00° 00' 00" EAST, 125.12 FEET; THENCE SOUTH 89° 46' 19" EAST, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 00° 13' 41" WEST, 178.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 18,773 SQUARE FEET OR 0.43 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: The Robert F. Etzel Living Trust dated July 20, 2004

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **The Robert F. Etzel Living Trust dated July 20, 2004** (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 Grantee"), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the "Easement Area")

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee's use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to sell and convey the same; and

that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 14 day of November, 2016

GRANTOR

CITY OF WAUKEE

**THE ROBERT F. ETZEL
LIVING TRUST DATED JULY 20,
2004**

Robert F. Etzel, Trustee
Robert F. Etzel, Trustee

William F. Peard, Mayor

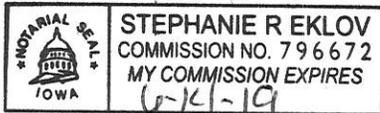
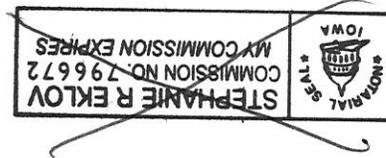
Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

This record was acknowledged before me this 14 day of November, 2016, by Robert F. Etzel, Trustee, of the Robert F. Etzel Living Trust dated July 20, 2004.

Stephanie R Eklov
Signature of Notary Public



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

TEMPORARY EASEMENT

EXHIBIT 07-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 07

PROPERTY OWNER:

ROBERT F. ETZEL, TRUSTEE
1851 ASHWORTH ROAD
DES MOINES, IA 50266
BOOK 2012, PAGE 23323

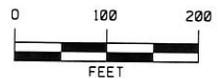
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PARCEL "BB" OF EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AS RECORDED IN BOOK 2012, PAGE 22929 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

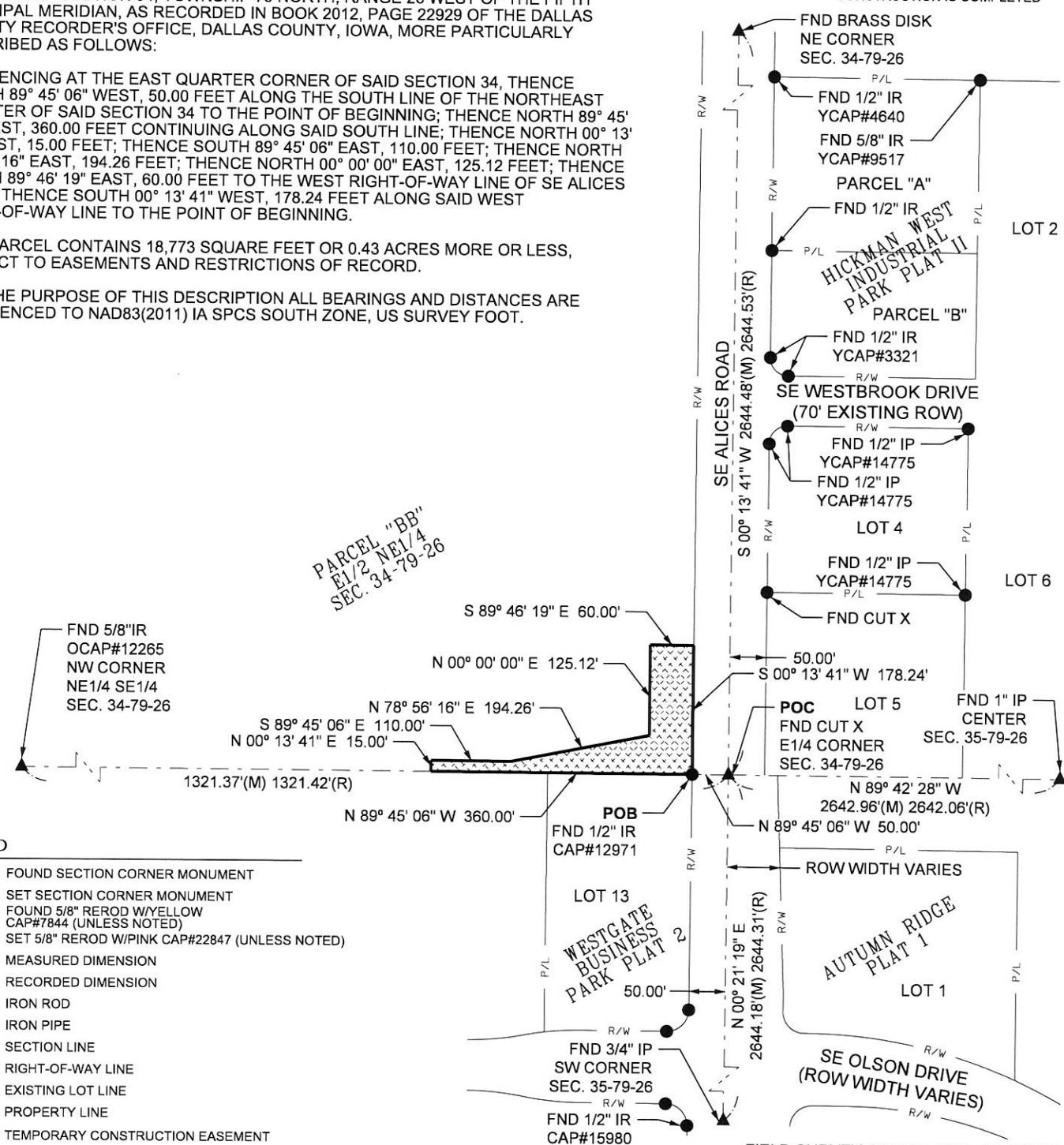
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 34, THENCE NORTH 89° 45' 06" WEST, 50.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE NORTH 89° 45' 06" WEST, 360.00 FEET CONTINUING ALONG SAID SOUTH LINE; THENCE NORTH 00° 13' 41" EAST, 15.00 FEET; THENCE SOUTH 89° 45' 06" EAST, 110.00 FEET; THENCE NORTH 78° 56' 16" EAST, 194.26 FEET; THENCE NORTH 00° 00' 00" EAST, 125.12 FEET; THENCE SOUTH 89° 46' 19" EAST, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 00° 13' 41" WEST, 178.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 18,773 SQUARE FEET OR 0.43 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
 - SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - R/W - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - P/L - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1W

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [TTM Alice, LLC]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$6,190.00

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 PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION
EASEMENT RELATED TO ALICE’S ROAD CORRIDOR IMPROVEMENTS,
PHASE 4 [TTM ALICE, LLC]**

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 purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice’s Road Corridor Improvement Project, Phase 4 (the “Project”); **AND**,

WHEREAS, it has also been determined that a Temporary Construction Easement is necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easement shall be located on a portion of the property owned by TTM Alice, LLC, and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement and Temporary Construction Easement related to Alice’s Road Corridor Improvement Project, Phase 4, with payment made by the City to property owner(s) TTM Alice, LLC, in the amount of \$6,190.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 3 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA
 SELLER: T.T.M. Alice, L.L.C., an Iowa limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between Seller and the CITY OF WAUKEE, IOWA, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:
Part of Lot 2 in Westgate Business Park Plat 3, an Official Plat, now included in and forming a part of the City of Waukee,
 County of Dallas, State of Iowa, and more particularly described on Page 4,
- 1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.
- 2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
- 3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

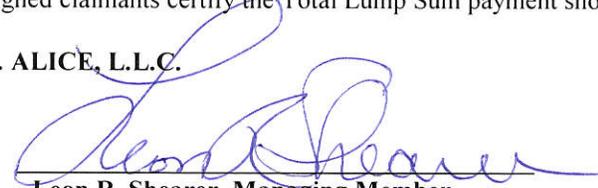
<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,190.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,190.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	sq. ft. Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft. Fence: _____ rods barbed
Permanent Easement	_____	sq. ft.
Temporary Easement	<u>6,654</u>	sq. ft.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

T.T.M. ALICE, L.L.C.

X 
Leon R. Shearer, Managing Member

X _____

31634 Silverado Lane

Waukee, IA 50263
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

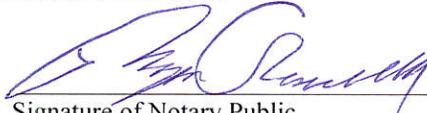
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

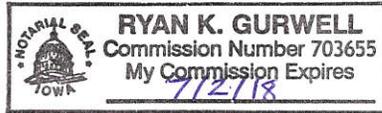
STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 25th day of October, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared

Leon R. Shearer,

- to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
Managing Member
 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
T.T.M. Alice, L.L.C.

Buyer's Approval


Recommended by: Ryan K. Gurwell, Project Manager

12/9/16

(Date)

Approved by: William F. Peard, Mayor

(Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

TEMPORARY EASEMENT

EXHIBIT 03-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 03

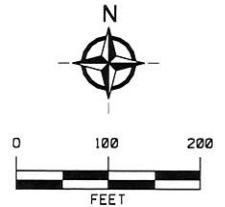
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF WESTGATE BUSINESS PARK PLAT 3, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2007, PAGE 16980 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 89° 34' 10" WEST, 79.23 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00° 25' 50" EAST, 22.00 FEET; THENCE SOUTH 89° 34' 10" EAST, 64.20 FEET; THENCE NORTH 00° 21' 19" EAST, 162.07 FEET; THENCE NORTH A DISTANCE OF 23.56 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 89° 59' 14", ALONG A 15.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 44° 38' 19" WEST, 21.21 FEET; THENCE NORTH 89° 37' 56" WEST, 130.00 FEET; THENCE NORTH 00° 21' 18" EAST, 15.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SE FRONTIER AVENUE; THENCE SOUTH 89° 37' 56" EAST, 130.01 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE EAST A DISTANCE OF 47.12 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 89° 59' 14", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 44° 38' 19" EAST, 42.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 00° 21' 19" WEST, 184.09 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,654 SQUARE FEET OR 0.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

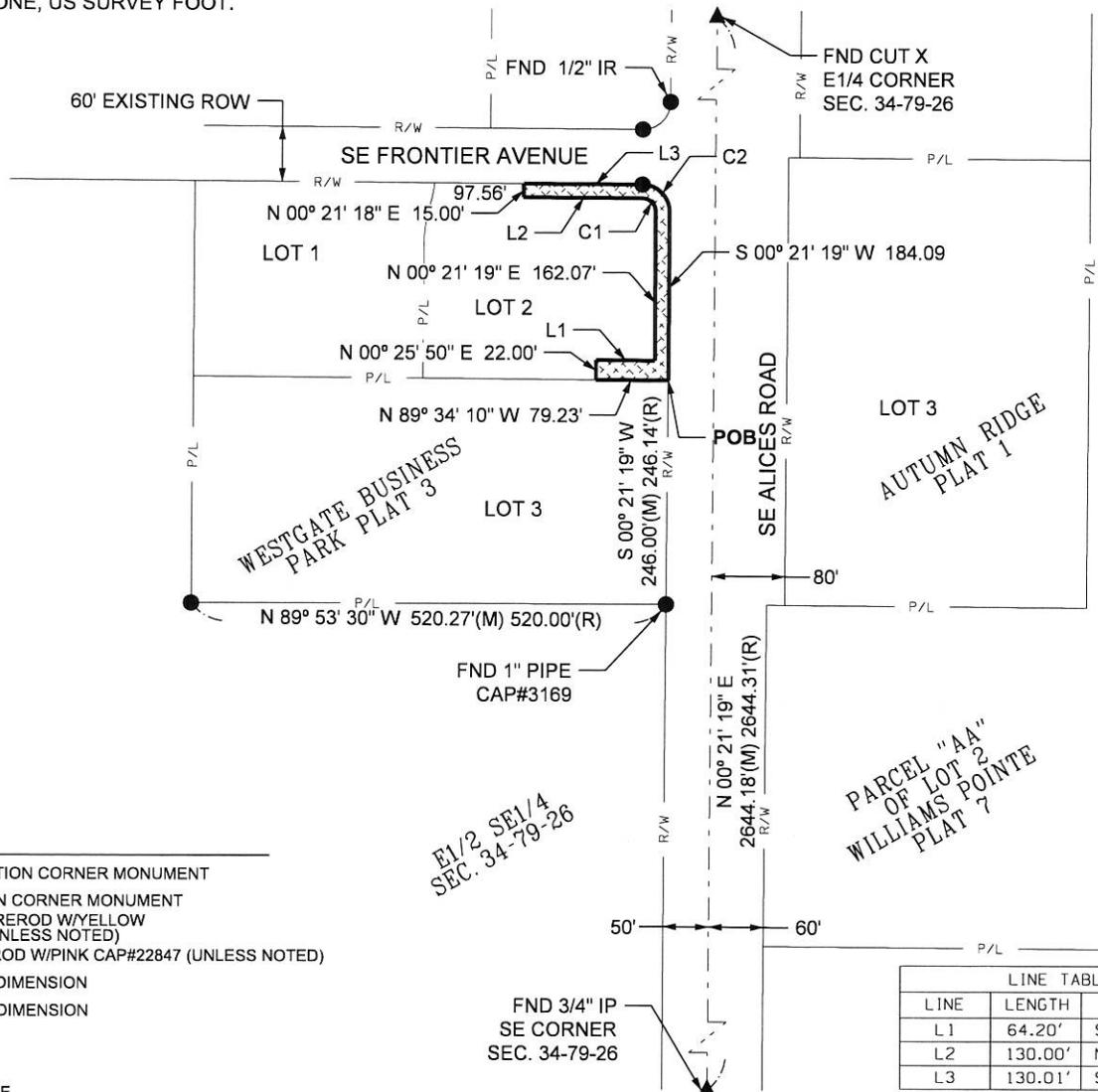
FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

PROPERTY OWNER:

TTM ALICE, LLC.
1248 8TH STREET
SUITE 200
DES MOINES, IA 50265
BOOK 2007, PAGE 18277



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	64.20'	S89°34'10"E
L2	130.00'	N89°37'56"W
L3	130.01'	S89°37'56"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	23.56'	15.00'	21.21'	N44°38'19"W	89°59'14"	15.00'
C2	47.12'	30.00'	42.42'	S44°38'19"E	89°59'14"	29.99'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: T.T.M. Alice, L.L.C., an Iowa limited liability company

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **T.T.M. Alice, L.L.C., an Iowa limited liability 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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

The Grantor does HEREBY COVENANT with the said Grantee, and successor-in-interest, that said Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to sell and convey the same; and

that said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signed this 25th day of October, 2016

GRANTOR

CITY OF WAUKEE

T.T.M. ALICE, L.L.C.



Leon R. Shearer, Managing Member

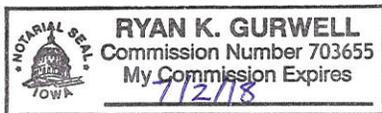
William F. Peard, Mayor

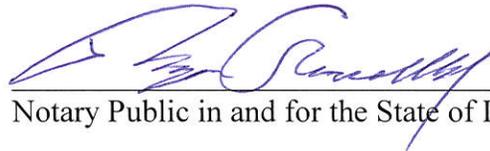
Attest:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 25th day of October, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Leon R. Shearer, to me personally known, who being by me duly sworn, did say that that person is Managing Member 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 Leon R. Shearer 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

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

TEMPORARY EASEMENT

EXHIBIT 03-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 03

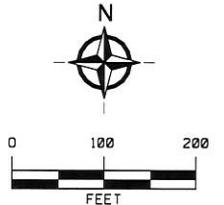
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 OF WESTGATE BUSINESS PARK PLAT 3, AN OFFICIAL PLAT, IN THE CITY OF WAUKEE, AS RECORDED IN BOOK 2007, PAGE 16980 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 89° 34' 10" WEST, 79.23 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00° 25' 50" EAST, 22.00 FEET; THENCE SOUTH 89° 34' 10" EAST, 64.20 FEET; THENCE NORTH 00° 21' 19" EAST, 162.07 FEET; THENCE NORTH A DISTANCE OF 23.56 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 89° 59' 14", ALONG A 15.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 44° 38' 19" WEST, 21.21 FEET; THENCE NORTH 89° 37' 56" WEST, 130.00 FEET; THENCE NORTH 00° 21' 18" EAST, 15.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SE FRONTIER AVENUE; THENCE SOUTH 89° 37' 56" EAST, 130.01 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE EAST A DISTANCE OF 47.12 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 89° 59' 14", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 44° 38' 19" EAST, 42.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 00° 21' 19" WEST, 184.09 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,654 SQUARE FEET OR 0.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

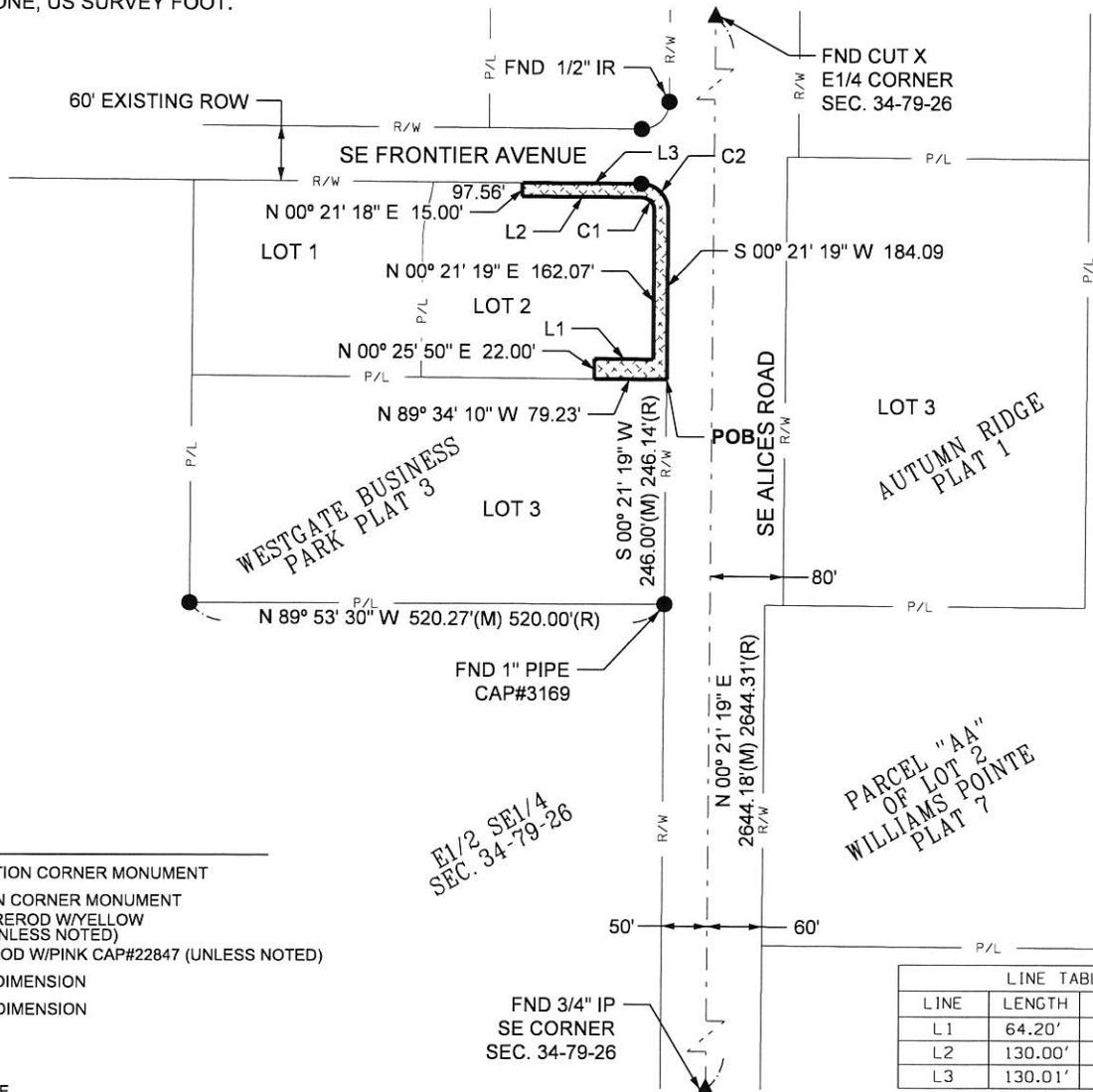
FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

PROPERTY OWNER:

TTM ALICE, LLC.
1248 8TH STREET
SUITE 200
DES MOINES, IA 50265
BOOK 2007, PAGE 18277



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	64.20'	S89°34'10"E
L2	130.00'	N89°37'56"W
L3	130.01'	S89°37'56"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	23.56'	15.00'	21.21'	N44°38'19"W	89°59'14"	15.00'
C2	47.12'	30.00'	42.42'	S44°38'19"E	89°59'14"	29.99'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 1



AGENDA ITEM: J1X

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a Purchase Agreement, Quit Claim Deed, Storm Sewer Easement, Electric Transmission Line Easement, and Temporary Construction Easement related to the Alice's Road Corridor Improvements, Phase 4 [Aztec Properties LLC; SJC Enterprises, Inc.]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: This easement is required for the construction of the Alices Road Phase 4 project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

Aztec Properties, LLC - \$59,390.00 (50% of \$118,630 + \$150 abstract continuation)
SJC Enterprises, Inc. - \$59,390.00 (50% of \$118,630 + \$150 abstract continuation)

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 PURCHASE AGREEMENT, QUIT CLAIM DEED, STORM SEWER EASEMENT, ELECTRIC TRANSMISSION LINE EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT RELATED TO ALICE'S ROAD CORRIDOR IMPROVEMENTS, PHASE 4
[AZTEC PROPERTIES, LLC; SJC ENTERPRISES, 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 the purchase of certain property for rights-of-way is necessary for the purpose of construction of the Alice's Road Corridor Improvement Project, Phase 4 (the "Project"); **AND**,

WHEREAS, it has also been determined that a Quit Claim Deed, Storm Sewer Easement, Electric Transmission Line Easement and Temporary Construction Easement are necessary for the purpose of construction of the Project; **AND**,

WHEREAS, said purchase agreement and easements shall be located on a portion of the property owned by Aztec Properties, LLC, and SJC Enterprises, Inc., and legally described as referenced in Exhibit A, which is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves the Purchase Agreement, Quit Claim Deed, Storm Sewer Easement, Electric Transmission Line Easement, and Temporary Construction Easement related to Alice's Road Corridor Improvements, Phase 4, with payment made by the City to property owner(s) Aztec Properties, LLC, in the amount of \$59,390.00, and to property owner(s) SJC Enterprises, Inc., in the amount of \$59,390.00.

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				

PURCHASE AGREEMENT

PARCEL NO. 6 COUNTY Dallas
 PROJECT SE Alices Road Improvements CITY Waukee, IA

SELLER: Aztec Properties, L.L.C., an Iowa limited liability company (75% interest), and SJC Enterprises, Inc., an Iowa corporation (25% interest), as Tenants in Common

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between Seller and the **CITY OF WAUKEE, IOWA**, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate and a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:

Part of Lot 13 in Westgate Business Park Plat 2, an Official Plat, now included in and forming a part of the City of Waukee,

County of Dallas, State of Iowa, and more particularly described on Pages 5-12, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council or 24 months, whichever occurs first. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>118,630.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>118,630.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	<u>7,973</u>	sq. ft.	Fence: _____ rods woven
Underlying Fee Title	_____	sq. ft.	Fence: _____ rods barbed
Permanent Easement	<u>5,604</u>	sq. ft.	
Temporary Easement	<u>18,021</u>	sq. ft.	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title.
7. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
8. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
9. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

AZTEC PROPERTIES, L.L.C.

X *James T. Campney*
James Campney, Managing Member

X _____

1444 NW 124th Court
Clive, IA 50325
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF IOWA AZ }
COUNTY OF DALLAS maricopa } ss:

On this 17 day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared James Campney,
 to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

Angelita Serrano Vargas (Sign in Ink)
Signature of Notary Public



SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Aztec Properties, L.L.C.

Buyer's Approval

Ryan K. Gurwell
Recommended by: Ryan K. Gurwell, Project Manager

12/9/16
(Date)

Approved by: William F. Peard, Mayor (Date)

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared William F. Peard, known to me to be the Mayor and authorized representative of the Buyer and who did say that the record was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of the record, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Signature of Notary Public

SJC ENTERPRISES, INC.

X Scott J. Campney
Scott J. Campney, President

X _____

1444 NW 124th Street

Clive, IA 50325
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

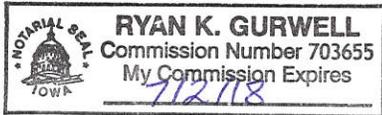
STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 18th day of November, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Scott J. Campney**,

to me personally known

or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

Ryan K. Gurwell (Sign in Ink)
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
President
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
SJC Enterprises, Inc.

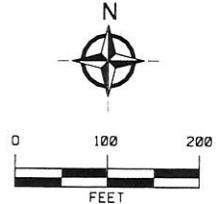
ACQUISITION PLAT

EXHIBIT 6-F

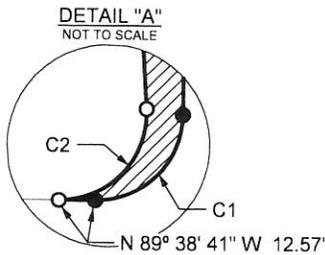
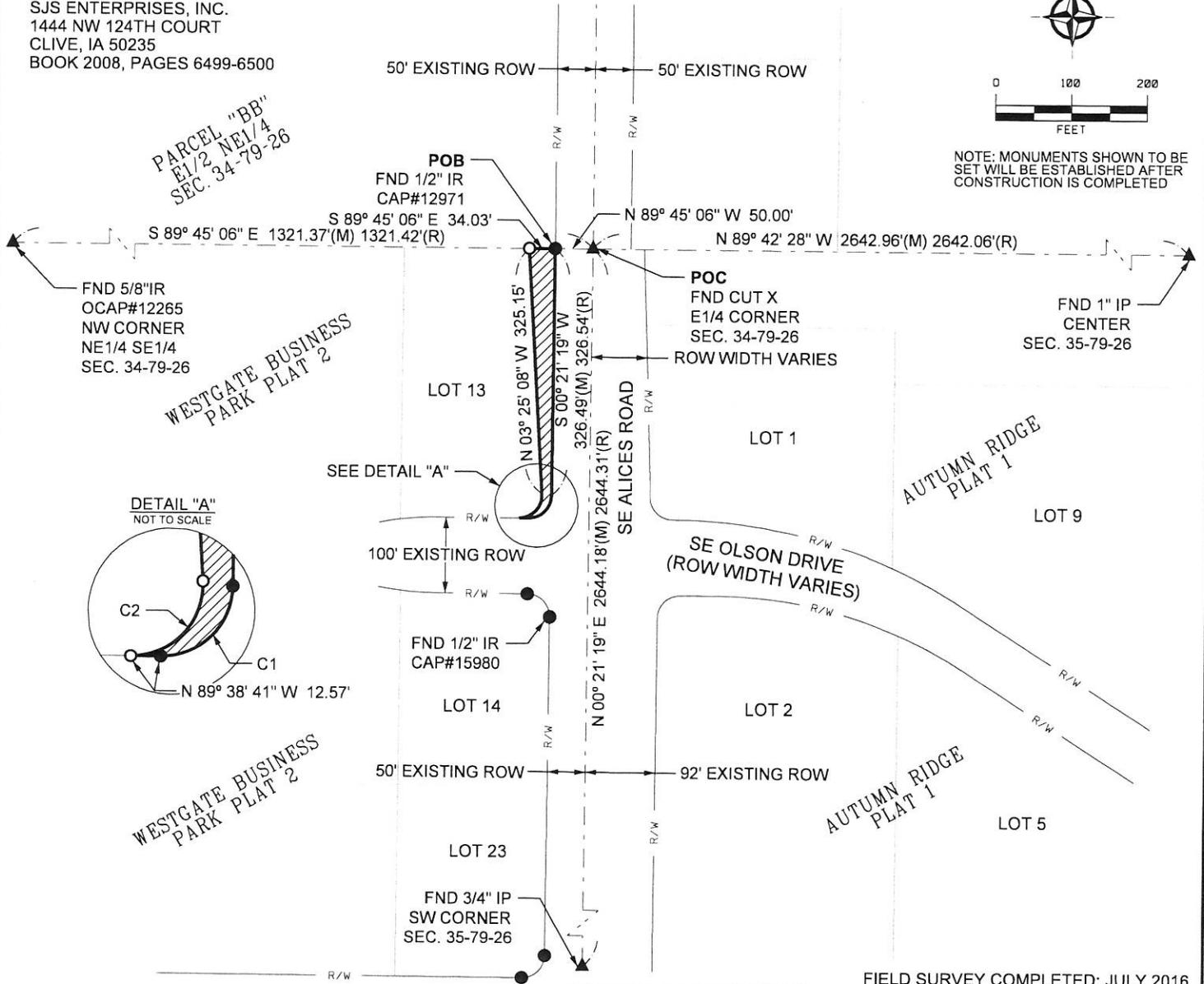
RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



FIELD SURVEY COMPLETED: JULY 2016

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- PROPOSED RIGHT-OF-WAY ACQUISITION

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	47.12'	30.00'	42.43'	S45°21'19"W	90°00'00"	30.00'
C2	49.10'	30.00'	43.80'	N43°28'05"E	93°46'27"	32.04'

DRAFT

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.

JODY A. BUDDÉ, L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

ACQUISITION PLAT

EXHIBIT 6-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 50.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD AND TO THE POINT OF BEGINNING; THENCE SOUTH 00° 21' 19" WEST, 326.49 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 47.12 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 90° 00' 00", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 45° 21' 19" WEST, 42.43 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSEN DRIVE; THENCE NORTH 89° 38' 41" WEST, 12.57 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE EAST A DISTANCE OF 49.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 93° 46' 27", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 43° 28' 05" EAST, 43.80 FEET; THENCE NORTH 03° 25' 08" WEST, 325.15 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 45' 06" EAST, 34.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,973 SQUARE FEET OR 0.18 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

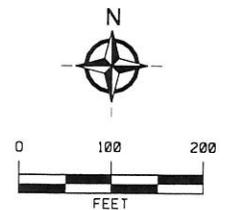
SHEET
2 OF 2

TEMPORARY EASEMENT

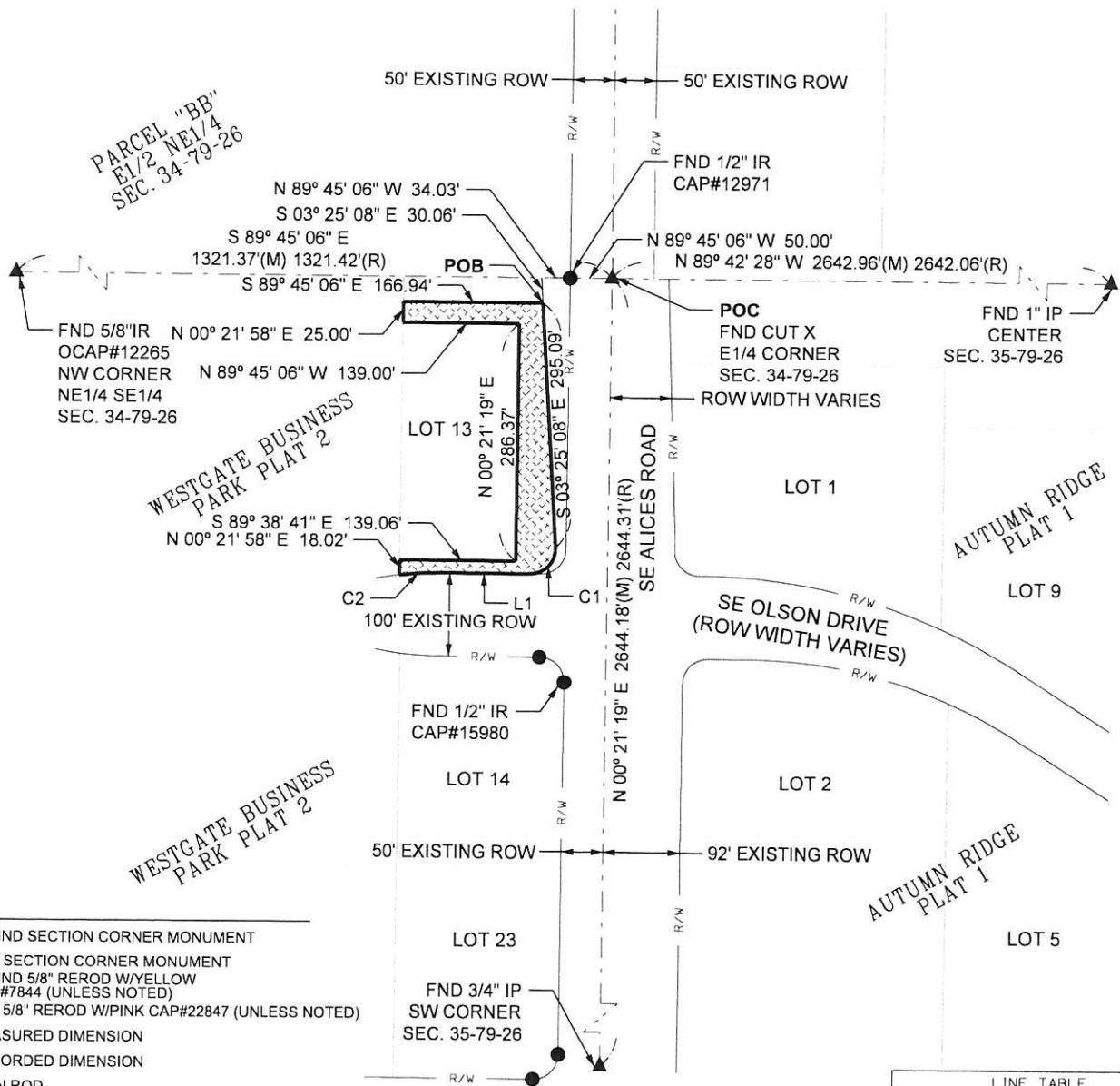
EXHIBIT 6-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	107.43'	N89°38'41"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	49.10'	30.00'	43.80'	S43°28'05"W	93°46'27"	32.04'
C2	49.18'	400.00'	49.15'	S86°49'58"W	07°02'42"	24.62'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

TEMPORARY EASEMENT

EXHIBIT 6-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 84.03 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE PROPOSED WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 03° 25' 08" EAST, 30.06 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 03° 25' 08" EAST, 295.09 FEET CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE SOUTHWEST CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE A DISTANCE OF 49.10 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 93° 46' 27", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 43° 28' 05" WEST, 43.80 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE NORTH 89° 38' 41" WEST, 107.43 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE CONTINUING WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 49.18 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 07° 02' 42", ALONG A 400.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 86° 49' 58" WEST, 49.15 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00° 21' 58" EAST, 18.02 FEET ALONG SAID WEST LINE; THENCE SOUTH 89° 38' 41" EAST, 139.06 FEET; THENCE NORTH 00° 21' 19" EAST, 286.37 FEET; THENCE NORTH 89° 45' 06" WEST, 139.00 FEET TO SAID WEST LINE; THENCE NORTH 00° 21' 58" EAST, 25.00 FEET; THENCE SOUTH 89° 45' 06" EAST, 166.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 18,021 SQUARE FEET OR 0.41 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

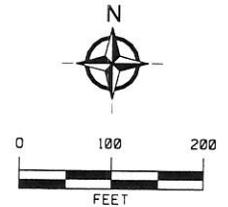
FOTH PROJECT NO. 16W021-01 DATE: 10/18/2016

PERMANENT EASEMENT

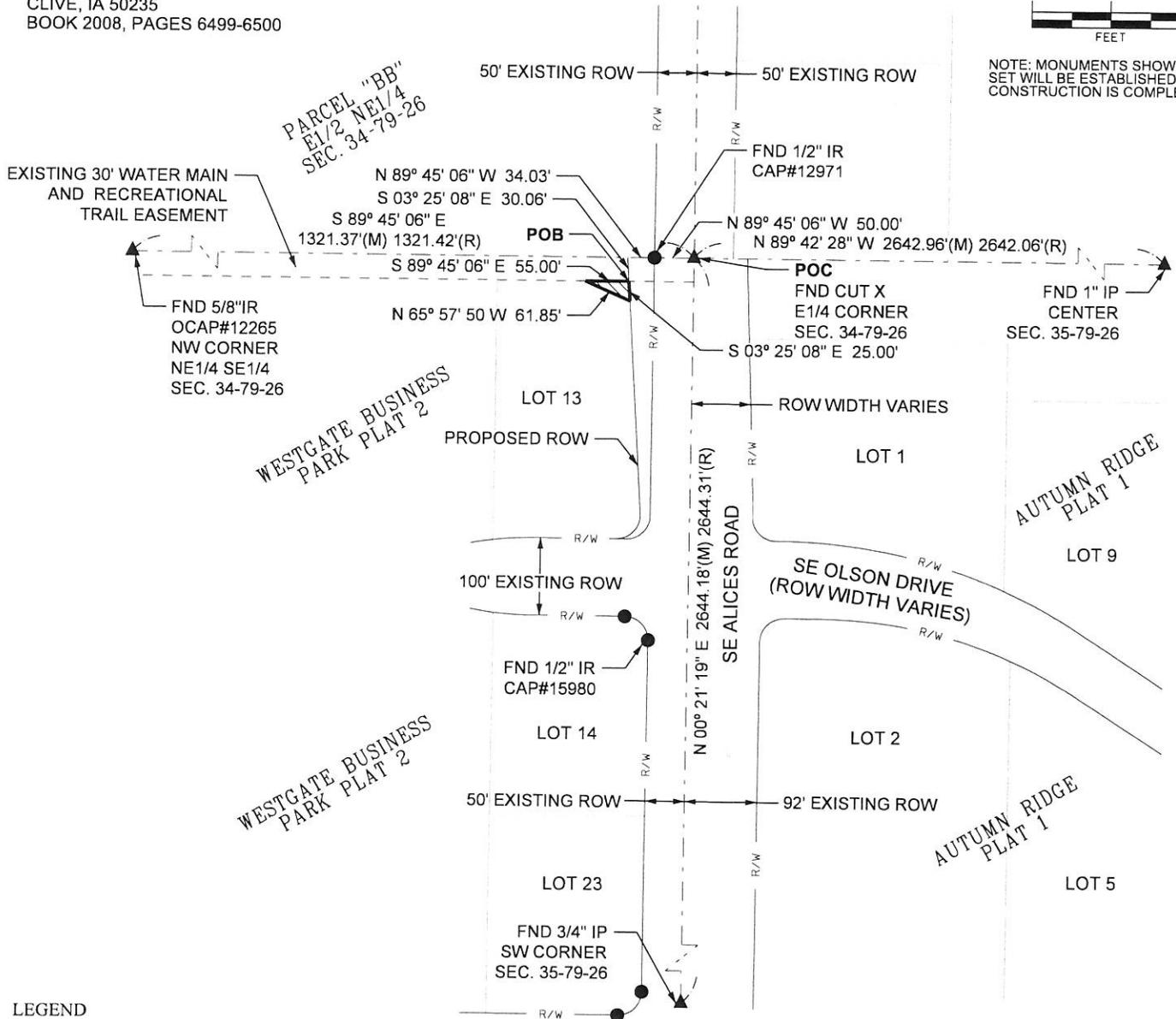
EXHIBIT 6-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT UTILITY EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDÉ, L.S. _____ DATE _____
License Number: 22847
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

PERMANENT EASEMENT

EXHIBIT 6-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 84.03 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE PROPOSED WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 03° 25' 08" EAST, 30.06 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 03° 25' 08" EAST, 25.00 FEET CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE NORTH 65° 57' 50" WEST, 61.85 FEET TO THE SOUTH LINE OF AN EXISTING WATER MAIN EASEMENT; THENCE NORTH 89° 45' 06" EAST, 55.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 686 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

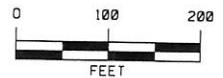
SHEET
2 OF 2

PERMANENT EASEMENT

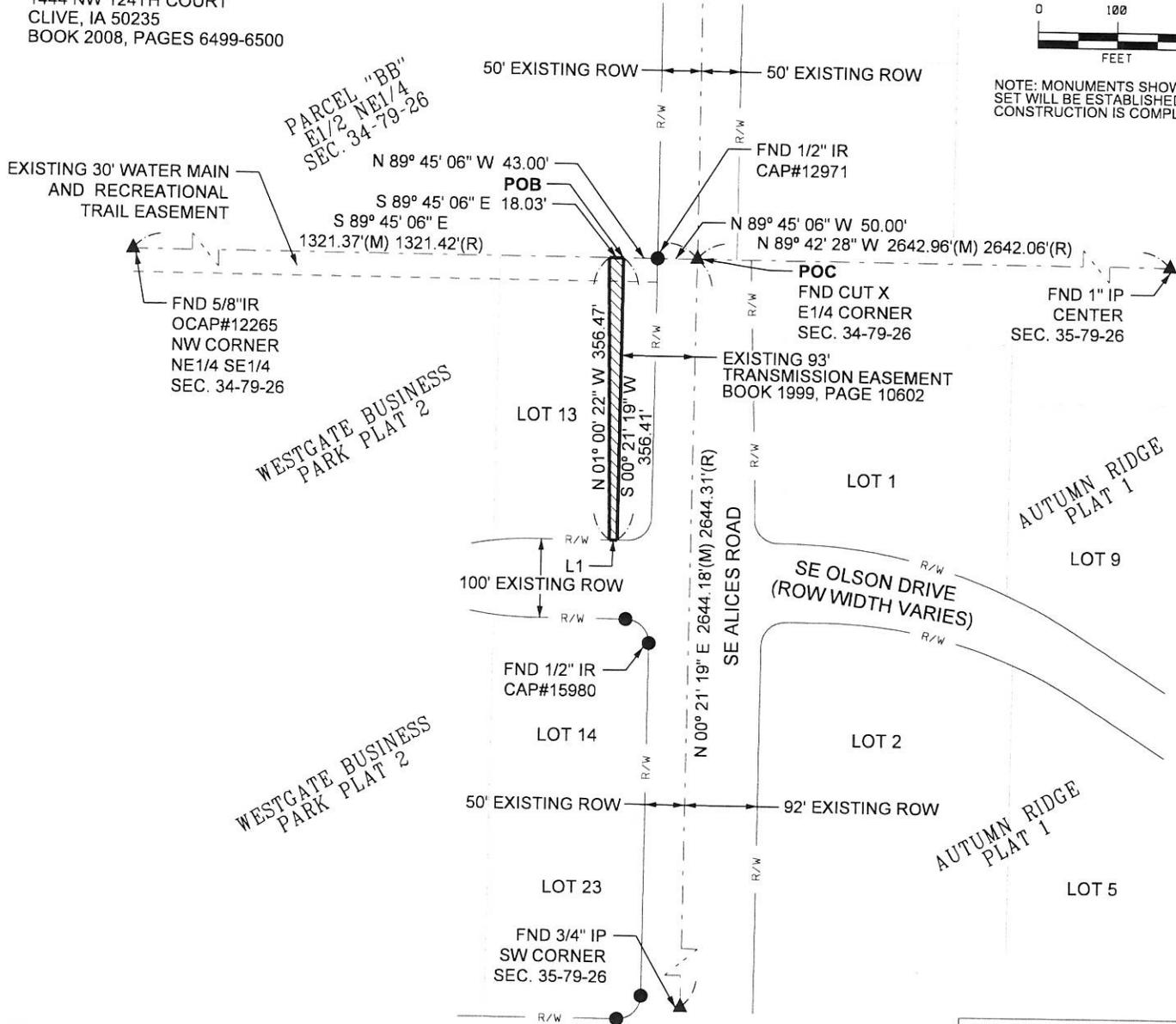
EXHIBIT 6-P2

PERMANENT TRANSMISSION EASEMENT BEING CONVEYED TO MIDAMERICAN ENERGY COMPANY
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT TRANSMISSION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.57'	N89°38'41"W

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDE, L.S. DATE
 License Number: 22847
 My license renewal date is DECEMBER 31, 2016.
 Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
 8191 Birchwood Court, Suite L
 Johnston, IA 50131-2931
 Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

PERMANENT EASEMENT

EXHIBIT 6-P2

PERMANENT TRANSMISSION EASEMENT BEING CONVEYED TO MIDAMERICAN ENERGY COMPANY
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

PROPERTY DESCRIPTION:

LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA.

TRANSMISSION EASEMENT DESCRIPTION (EASEMENT AREA)

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 93.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE SOUTH 00° 21' 19" WEST, 356.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE NORTH 89° 38' 41" WEST, 9.57 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 01° 00' 22" WEST, 356.47 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 45' 06" EAST, 18.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,918 SQUARE FEET OR 0.11 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

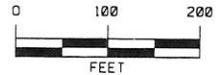
ACQUISITION PLAT

EXHIBIT 6-F

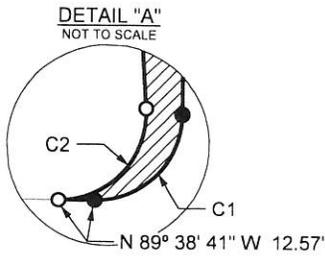
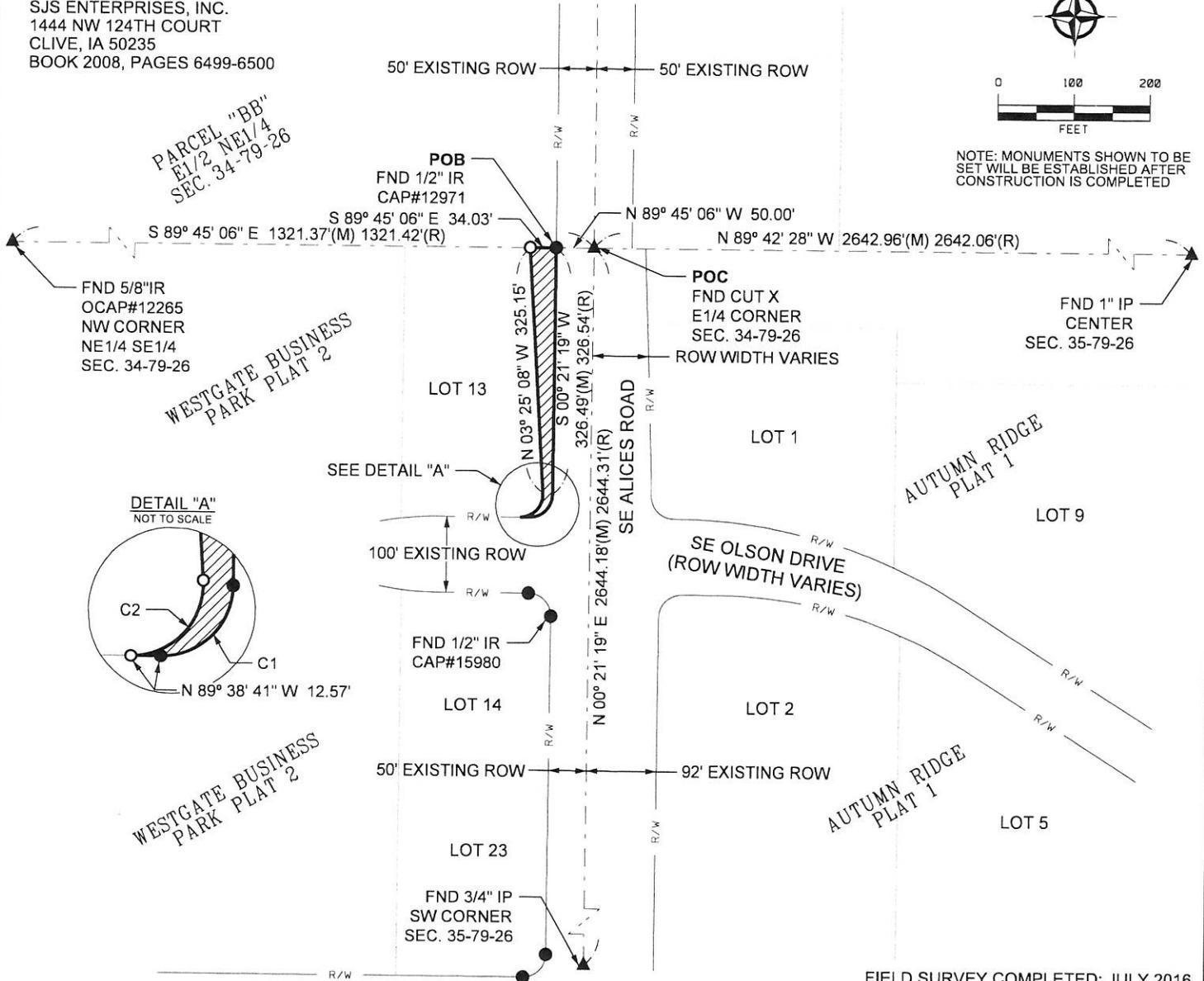
RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



FIELD SURVEY COMPLETED: JULY 2016

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	47.12'	30.00'	42.43'	S45°21'19"W	90°00'00"	30.00'
C2	49.10'	30.00'	43.80'	N43°28'05"E	93°46'27"	32.04'

DRAFT

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.

JODY A. BUDDE, L.S. DATE
 License Number: 22847
 My license renewal date is DECEMBER 31, 2016.
 Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

ACQUISITION PLAT

EXHIBIT 6-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 50.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD AND TO THE POINT OF BEGINNING; THENCE SOUTH 00° 21' 19" WEST, 326.49 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 47.12 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 90° 00' 00", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 45° 21' 19" WEST, 42.43 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSEN DRIVE; THENCE NORTH 89° 38' 41" WEST, 12.57 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE EAST A DISTANCE OF 49.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 93° 46' 27", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 43° 28' 05" EAST, 43.80 FEET; THENCE NORTH 03° 25' 08" WEST, 325.15 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 45' 06" EAST, 34.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,973 SQUARE FEET OR 0.18 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

PUBLIC STORM SEWER EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Grantor: Aztec Properties, L.L.C., an Iowa limited liability company (75% interest), and
SJC Enterprises, Inc., an Iowa corporation (25% interest), as Tenants in
Common

Grantee: City of Waukee, Iowa

STORM SEWER EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, **Aztec Properties, L.L.C., an Iowa limited liability company (75% interest), and SJC Enterprises, Inc., an Iowa corporation (25% interest), as Tenants in Common** (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 easement (hereinafter referred to as “Easement” or “Easement(s)”) and right-of-way upon, over, under, through and across the real property legally described as:

SEE EXHIBIT “A” ATTACHED HERETO

(hereinafter referred to as the “Easement Area”) for the purpose of locating storm 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 the Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional sewer(s) therein or to connect and/or join sewer(s) and appurtenances thereto) and to forever maintain sewer(s) whenever necessary within the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining prior written consent of the City.
2. 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 Main(s), to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor, 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 at the Grantor’s sole expense.
3. Change in Grade Prohibited. Grantor and its successors and assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.
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. Grantor, subsequent property owners, their successors and assigns agree 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. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
7. Jurisdiction and Venue. The City and the Grantor agree the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Dallas County, Iowa.
8. Attorney's Fees. The City may enforce this Easement 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.

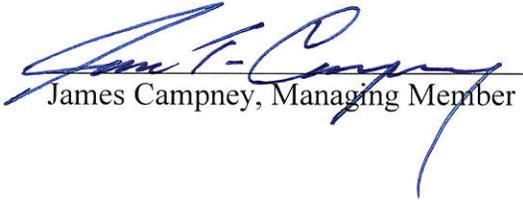
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

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 17 day of ~~Dec~~ November, 2016

GRANTOR

AZTEC PROPERTIES, L.L.C.


James Campney, Managing Member

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 17 day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared James Campney, to me personally known, who being by me duly sworn, did say that that person is Managing Member 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 James Campney 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

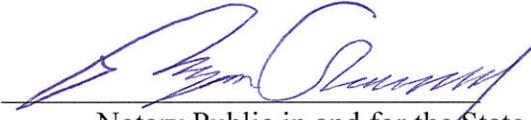
SJC ENTERPRISES, INC.



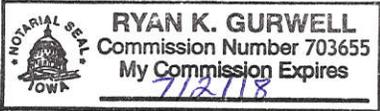
Scott J. Campney, President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 18th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Scott J. Campney, 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 Scott J. Campney 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



ACCEPTANCE BY CITY OF WAUKEE, IOWA

CITY OF WAUKEE, IOWA,
an Iowa municipal corporation

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

By: _____
Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

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

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

EXHIBIT A

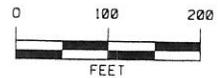
Part of Lot 13 in Westgate Business Park Plat 2, an Official Plat, now included in and forming a part of the City of Waukee.

PERMANENT EASEMENT

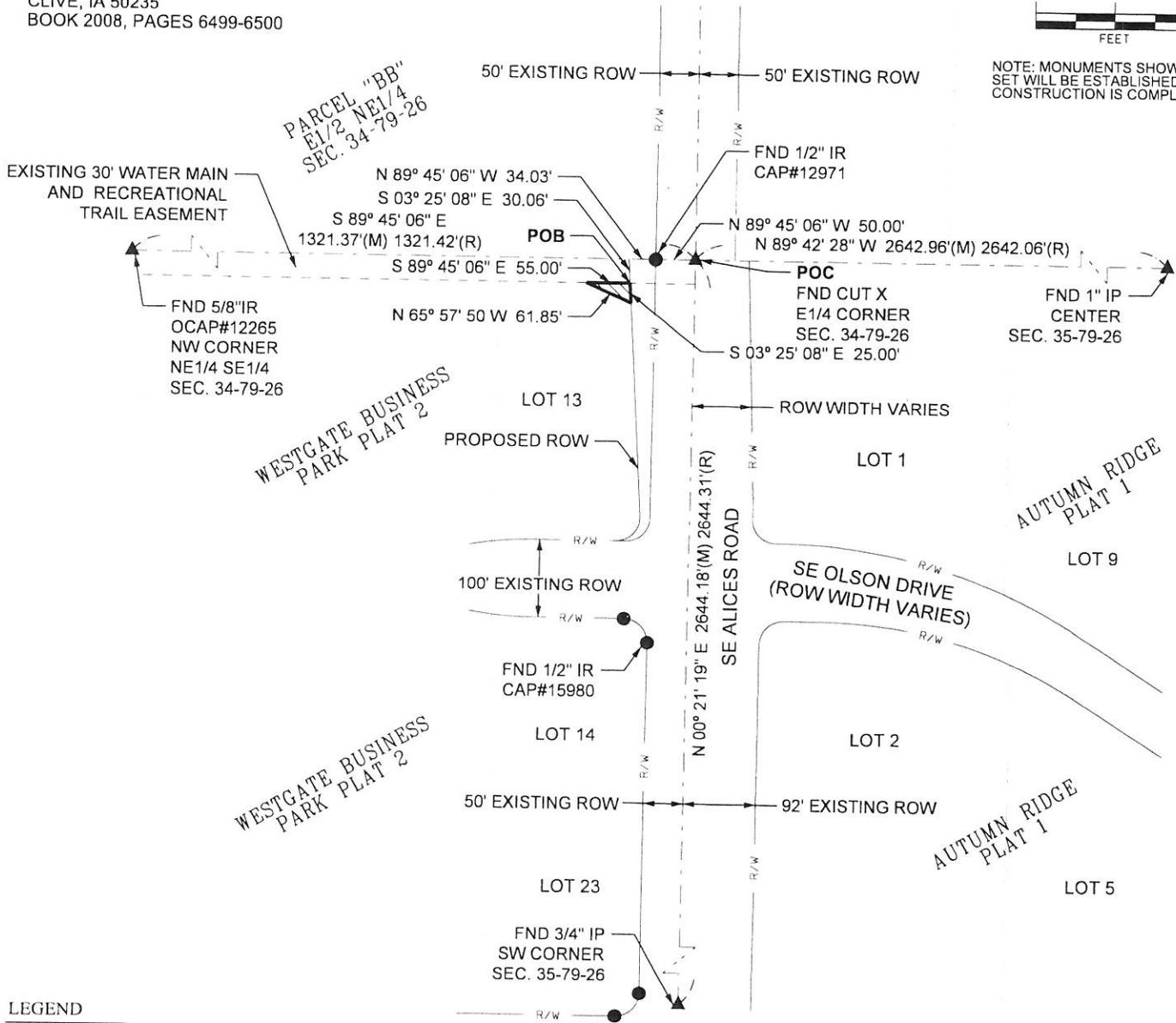
EXHIBIT 6-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT UTILITY EASEMENT

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDÉ, L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2016.
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

PERMANENT EASEMENT

EXHIBIT 6-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 84.03 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE PROPOSED WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 03° 25' 08" EAST, 30.06 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 03° 25' 08" EAST, 25.00 FEET CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE NORTH 65° 57' 50" WEST, 61.85 FEET TO THE SOUTH LINE OF AN EXISTING WATER MAIN EASEMENT; THENCE NORTH 89° 45' 06" EAST, 55.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 686 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

FOTH PROJECT NO. 16W021-01 DATE: 10/18/2016

Prepared by and return to: Jamie Baker (515) 242-3980
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
ELECTRIC TRANSMISSION LINE EASEMENT**

Folder No.	<u>6</u>	State of	<u>Iowa</u>
Work Req. No.	_____	County of	<u>Dallas</u>
Project No.	_____	Section	<u>34</u>
		Township	<u>79</u> North
		Range	<u>26</u> West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100 Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) AZTEC PROPERTIES, L.L.C., AN IOWA LIMITED LIABILITY COMPANY (75% INTEREST), AND SJC ENTERPRISES, INC., AN IOWA CORPORATION (25% INTEREST), AS TENANTS IN COMMON, (collectively the "Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, towers, wires, guys, guy stubs, anchors and other reasonably necessary equipment incident thereto (collectively "Facilities") upon, over, along, and across certain property described below, together with the right to survey the property and the right of ingress and egress to and from the same and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area"), including the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said lines, upon, over, along and across the property described below.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA: Part of Lot 13 in Westgate Business Park Plat 2, an Official Plat, now included in and forming a part of the City of Waukee.

DESCRIPTION OF EASEMENT AREA: Commencing at the East Quarter corner of Section 34, Township 79 North, Range 26 West of the Fifth Principal Meridian, thence North 89° 45' 06" West, 93.00 Feet along the North Line of the Southeast Quarter of said Section 34 to the Point of Beginning; thence South 00° 21' 19" West, 356.41 Feet to the North right-of-way line of SE Olson Drive; thence North 89° 38' 41" West, 9.57 Feet along said North right-of-way line; thence North 01° 00' 22" West 356.47 Feet to said North line of the Southeast Quarter of Section 34; thence South 89° 45' 06" East, 18.03 feet along said North line to the Point of Beginning.

2. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other inflammable materials shall be deposited, or accumulated or burned within the easement area.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to tile, crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the

operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this easement.

8. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this 18th day of November, 2016

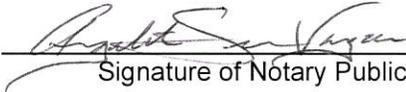
AZTEC PROPERTIES, L.L.C.


James Campney, Managing Member

ACKNOWLEDGMENT

STATE OF AZ)
) ss
COUNTY OF Maricopa)

This record was acknowledged before me on 11-17-16, 2016, by James Campney as Managing Member of Aztec Properties, LLC.


Signature of Notary Public



SJC ENTERPRISES, INC.



Scott J. Campney, President

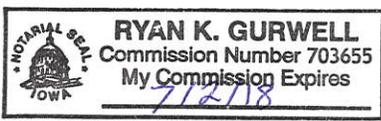
ACKNOWLEDGMENT

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

This record was acknowledged before me on November 18, 2016, by Scott J. Campney as President of SJC Enterprises, Inc.



Signature of Notary Public

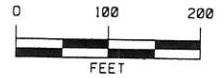


PERMANENT EASEMENT

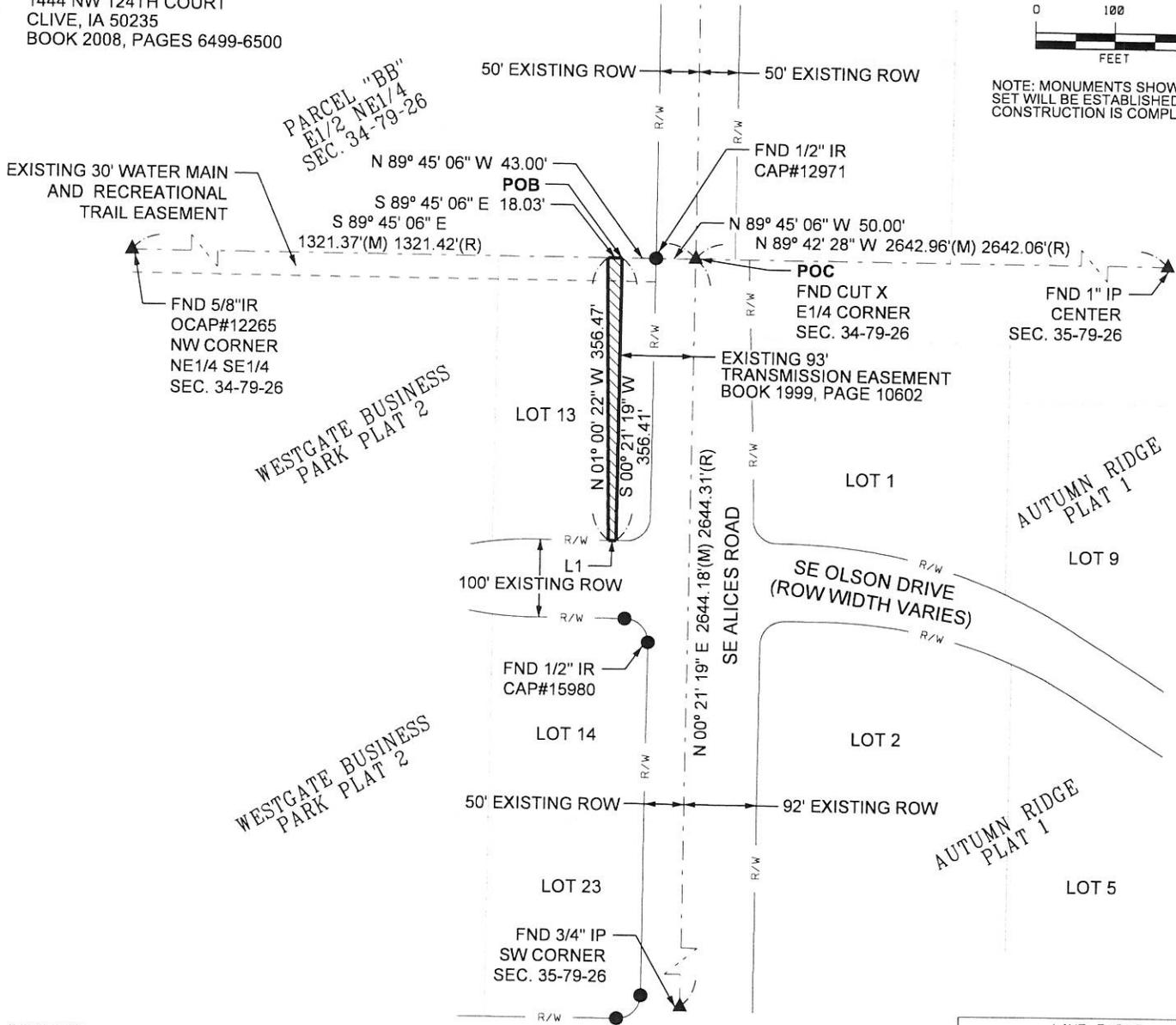
EXHIBIT 6-P2

PERMANENT TRANSMISSION EASEMENT BEING CONVEYED TO MIDAMERICAN ENERGY COMPANY
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- PERMANENT TRANSMISSION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.57'	N89°38'41"W

FIELD SURVEY COMPLETED: JULY 2016

DRAFT

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.

JODY A. BUDDÉ, L.S. _____ DATE

License Number: 22847

My license renewal date is DECEMBER 31, 2016.

Pages or sheets covered by this seal: _____

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

PERMANENT EASEMENT

EXHIBIT 6-P2

PERMANENT TRANSMISSION EASEMENT BEING CONVEYED TO MIDAMERICAN ENERGY COMPANY
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

PROPERTY DESCRIPTION:

LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA.

TRANSMISSION EASEMENT DESCRIPTION (EASEMENT AREA)

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 93.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE SOUTH 00° 21' 19" WEST, 356.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE NORTH 89° 38' 41" WEST, 9.57 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 01° 00' 22" WEST, 356.47 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 45' 06" EAST, 18.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,918 SQUARE FEET OR 0.11 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: Ryan K. Gurwell, A & R Land Services
1609 Golden Aspen Dr., Suite 104, Ames, IA 50010
(515) 337-1197

Return Document To: City of Waukee, Iowa
Rebecca Schuett, City Clerk
230 Highway 6
Waukee, Iowa 50263

Grantor: Aztec Properties, L.L.C., an Iowa limited liability company (75% interest), and
SJC Enterprises, Inc., an Iowa corporation (25% interest), as Tenants in
Common

Grantee: City of Waukee, Iowa

TEMPORARY CONSTRUCTION EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Aztec Properties, L.L.C., an Iowa limited liability company (75% interest), and SJC Enterprises, Inc., an Iowa corporation (25% interest), as Tenants in Common** (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 Grantee”), a temporary construction easement under, through and across the following described real estate:

SEE TEMPORARY EASEMENT PLAT ATTACHED HERETO

(hereinafter referred to as the “Easement Area”)

That the above-described easement is granted unto the City of Waukee, Iowa, for the purpose of construction and installation of the following public improvements: SE Alices Road Improvements Project

This temporary construction easement shall terminate and be of no force and effect one (1) year after the date of final completion and acceptance of said completed improvements by the City.

The Grantee agrees to restore the Easement Area to a condition after construction substantially the same as prior to entry by the Grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the Easement Area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantee will indemnify and hold harmless Grantor from any and all damages, injuries, or losses arising out of Grantee’s use of the easement or the work done in connection therewith.

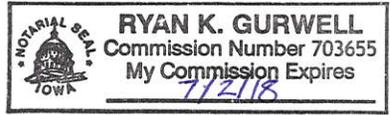
SJC ENTERPRISES, INC.

Scott J. Campney
Scott J. Campney, President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 18th day of November, 2016, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Scott J. Campney, 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 Scott J. Campney acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Ryan K. Gurwell
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 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.

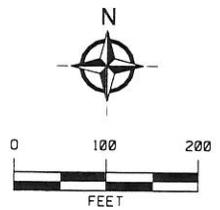
Notary Public in and for the State of Iowa

TEMPORARY EASEMENT

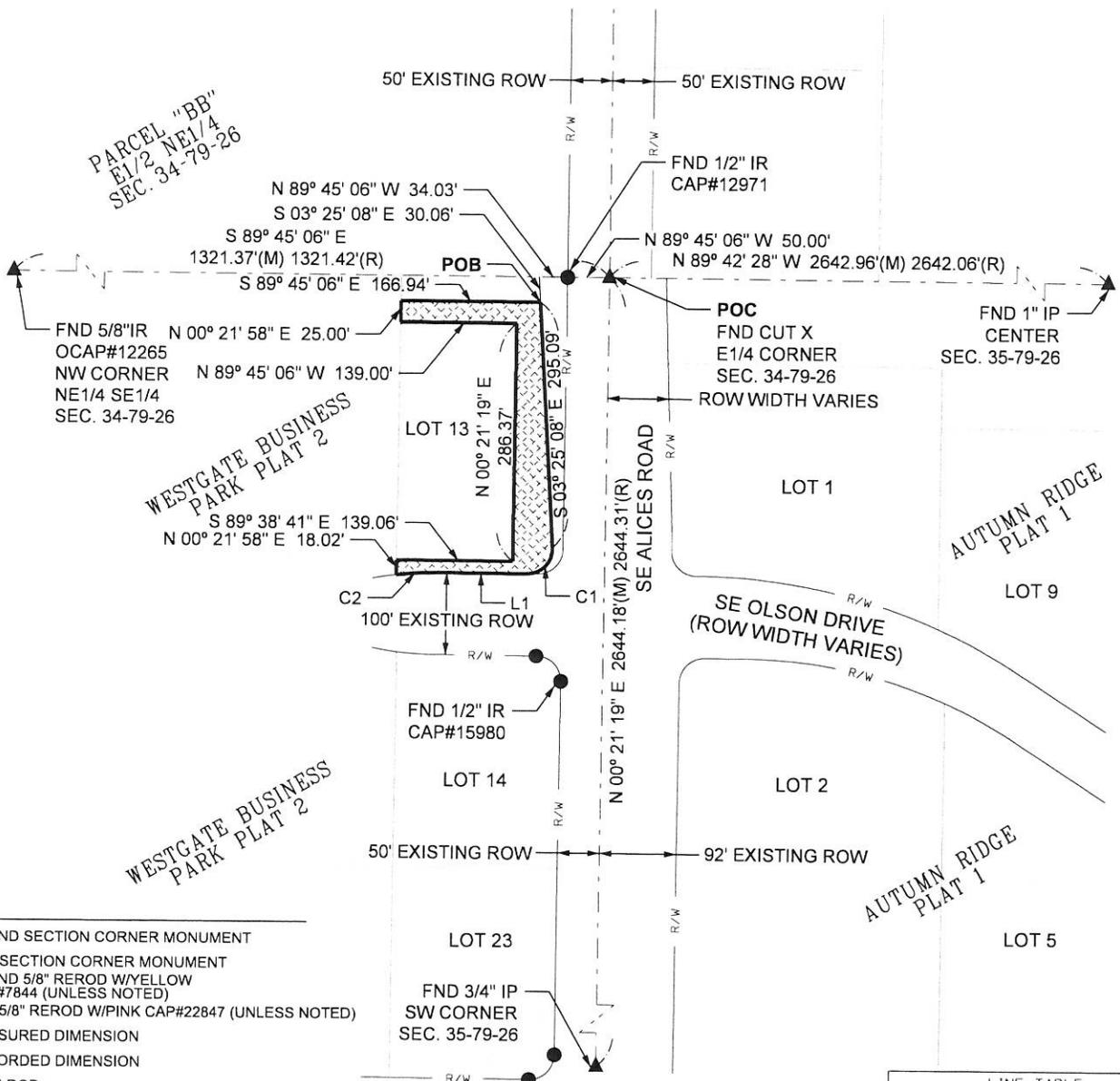
EXHIBIT 6-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE
SE ALICES ROAD IMPROVEMENTS
PARCEL 6

PROPERTY OWNER:
AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP#7844 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	107.43'	N89°38'41"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	49.10'	30.00'	43.80'	S43°28'05"W	93°46'27"	32.04'
C2	49.18'	400.00'	49.15'	S86°49'58"W	07°02'42"	24.62'

FIELD SURVEY COMPLETED: JULY 2016

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

FOTH PROJECT NO. 16W021-01 DATE: 10/18/2016

TEMPORARY EASEMENT

EXHIBIT 6-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WAUKEE SE ALICES ROAD IMPROVEMENTS PARCEL 6

PROPERTY OWNER:

AZTEC PROPERTIES, L.L.C AND
SJS ENTERPRISES, INC.
1444 NW 124TH COURT
CLIVE, IA 50235
BOOK 2008, PAGES 6499-6500

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 OF WESTGATE BUSINESS PARK PLAT 2, AS RECORDED IN BOOK 2000, PAGE 12285 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 45' 06" WEST, 84.03 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 TO THE PROPOSED WEST RIGHT-OF-WAY LINE OF SE ALICES ROAD; THENCE SOUTH 03° 25' 08" EAST, 30.06 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 03° 25' 08" EAST, 295.09 FEET CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE; THENCE SOUTHWEST CONTINUING ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE A DISTANCE OF 49.10 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 93° 46' 27", ALONG A 30.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 43° 28' 05" WEST, 43.80 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE OLSON DRIVE; THENCE NORTH 89° 38' 41" WEST, 107.43 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE CONTINUING WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 49.18 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTH WITH A CENTRAL ANGLE OF 07° 02' 42", ALONG A 400.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 86° 49' 58" WEST, 49.15 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00° 21' 58" EAST, 18.02 FEET ALONG SAID WEST LINE; THENCE SOUTH 89° 38' 41" EAST, 139.06 FEET; THENCE NORTH 00° 21' 19" EAST, 286.37 FEET; THENCE NORTH 89° 45' 06" WEST, 139.00 FEET TO SAID WEST LINE; THENCE NORTH 00° 21' 58" EAST, 25.00 FEET; THENCE SOUTH 89° 45' 06" EAST, 166.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 18,021 SQUARE FEET OR 0.41 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF WAUKEE
230 HIGHWAY 6
WAUKEE, IA 50263
TEL.: (515) 987-4363



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
2 OF 2



AGENDA ITEM: J1Y

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Sanitary Sewer Easement related to the Little Walnut Creek Lift Station Expansion Project (Broderick Family, LP)

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The easement is required for the construction of the force main for the Little Walnut Creek Lift Station Improvements Project.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$4,000

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
LITTLE WALNUT CREEK LIFT STATION EXPANSION PROJECT
[BRODERICK FAMILY, L.P.]**

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 Little Walnut Creek Lift Station Expansion Project; **AND**,

WHEREAS, said easement shall be located on a portion of the property owned by Broderick Family, L.P., 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 5th day of December, 2016, that it hereby approves the Sanitary Sewer Easement associated with Little Walnut Creek Lift Station Expansion Project [Broderick Family, L.P.] in the amount of \$4,000.00.

William F. Peard, Mayor

Attest:

Rebecca D. Schuett, City Clerk

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

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Broderick Family, L.P., (hereinafter referred to as the "Grantor(s)"), of the City of Waukee, Dallas County, Iowa, in consideration of the sum of Four Thousand and 00/100 Dollars (\$4,000.00) 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 Southeast 1/4 of the Northeast 1/4 of Section 28, Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

Perpetual Easement

The West 37.00 feet of the East 70.00 feet of said Southeast 1/4 of the Northeast 1/4 EXCEPT the North 1,150.00 feet thereof.

Containing 6,099 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 Broderick Family, L.P., 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 December, 2016.

Broderick Family, L.P.

City of Waukee

Margaret McBroderick

William F. Peard, Mayor

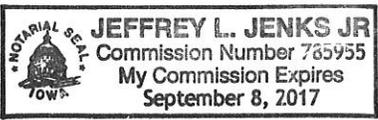
Attest:

Attest:

Tim Moerman, City Administrator

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

On this 15 day of December, 2016, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, to me personally known, who, being by me duly sworn, did state that they are the _____, 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 _____ 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.



Jeffrey L. Jenks Jr
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

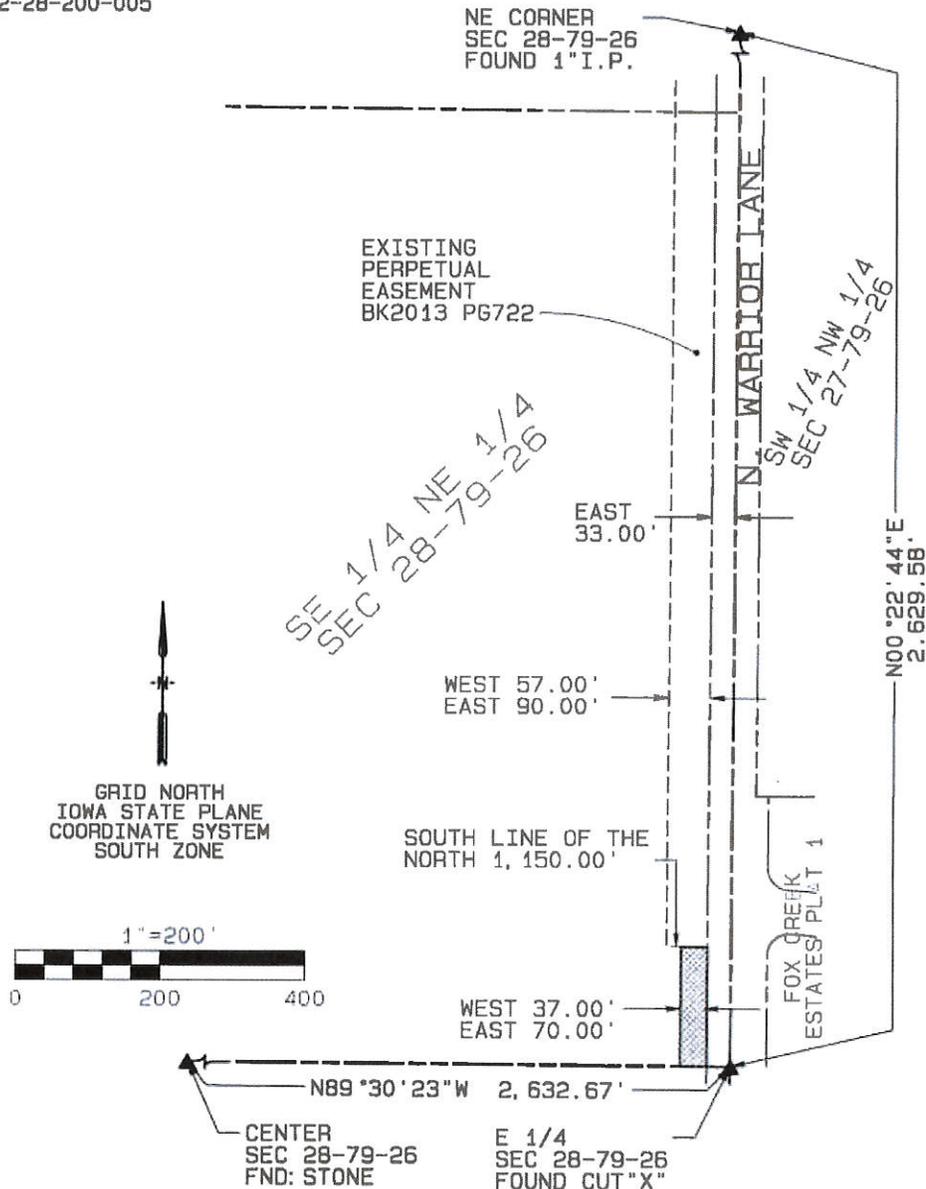
PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000
 RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

EASEMENT DRAWING

OWNER:
 BRODERICK
 FAMILY, L.P.
BOOK 1999 **PAGE** 014383
PARCEL ID:
 12-28-200-005

FOR PERPETUAL SANITARY SEWER
 BEING CONVEYED TO THE
 CITY OF WAUKEE, IOWA

ADDRESS:
 2855 WARRIOR LANE
 WAUKEE, IA 50263



PERPETUAL EASEMENT
 6,099 SQUARE FEET

SCALE	1"=200'
DRAWN	T-JP
CHECKED	BJM
APPROVED	BJM
DATE	09-15-18
A.C.	



VEENSTRA & KIMM, INC.

SANITARY SEWER EASEMENT
 IN THE SE 1/4 NE 1/4
 SEC 28-79-26

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-225-7848 (FAX) • 800-241-9000 (WATS)

DWG. NO.

E-4

1 OF 1

PROJECT 278275



AGENDA ITEM: J1Z

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving easements associated with Brandon's Reserve [M7R Holdings, LLC]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: It was discovered that a couple of easements were left off in error associated with the final plat for Brandon's Reserve. The proposed easements include a Declaration of Water Service Easement, Water Main Easement and Amended and Restated Declaration of Ingress/Egress and Access Easement.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the resolution.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution
II. Easements

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-

APPROVING EASEMENTS ASSOCIATED WITH BRANDON'S RESERVE FINAL
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, it has been determined that additional easements including a Declaration of Water Service Easement, Water Main Easement and Amended and Restated Declaration of Ingress/Egress and Access Easement are necessary pertaining to Lots 4, 4A, 5 and 5A within Brandon's Reserve.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves such additional easements associated with Brandon's Reserve.

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				

DECLARATION OF WATER SERVICE EASEMENT

Preparer Information: (name, address and phone number)

Lisa R. Wilson
Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Return Document To: (name and complete address)

Lisa R. Wilson
Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Declarant:

M&R Holdings, LLC

Legal Description:

Lots Four (4) and Five (5), and Outlots 4A and 5A, in Brandon's Reserve, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

DECLARATION OF WATER SERVICE EASEMENT

This Declaration of Easement (this “Declaration”) is made as of the ___ day of _____, 2016, by M&R Holdings, LLC, an Iowa limited liability company (“Declarant”).

RECITALS

A. Declarant is the owner of real property in Waukee, Dallas County, Iowa, legally described as follows:

Lots Four (4) and Five (5), and Outlots 4A and 5A, in Brandon’s Reserve, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa (“Property”).

B. To comply with City requirements in connection with the final plat of Brandon’s Reserve, the Declarant desires to establish a private water service easement over Lot 4 for the benefit of future owners of Lot 5 and Outlot 5A.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. **Definitions.** All capitalized terms used in this Declaration shall, unless otherwise defined elsewhere in this Declaration, have the following meanings:

“City” means the City of Waukee, Iowa.

“Owner(s)” means the record titleholder(s) of any portion of the Property.

“Lot(s)” means Lot 4 or 5 after the filing of record of the final plat of Brandon’s Reserve.

“Outlot(s)” means Outlot “4A” and/or “5A” after the filing of record of the final plat of Brandon’s Reserve.

“Permittees” means any tenant(s) or occupant(s) of a Lot, or any portion thereof, and the respective guests, vendors, licensees, invitees, customers, contractors and agents of the Owner of such Lot, or portion thereof, and such tenant(s) or occupant(s).

2. **Grant of Water Service Easement.** Declarant hereby establishes a perpetual, non-exclusive easement for water service, across and through the property set forth in Exhibit “A”, attached hereto and made a part hereof, for the purpose of maintaining water service.

3. **Maintenance.** The Owner of Lot 5, at his/her sole expense, shall keep and preserve the Easement Area in good repair and condition at all times, including any service lines or other

equipment contained therein. All such maintenance shall be prosecuted in such a manner that it does not adversely affect the use and enjoyment of Lot 4 by the Owners and their Permittees.

4. **Erection of Structures Prohibited.** Neither Owner shall erect any fence or other structure, or cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Owner of Lot 5.

5. **Right of Access.** The Owner of Lot 5 shall have the right of access to the Easement Area and have all rights of ingress, egress and access reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

6. **Restoration of Property.** The Owner of Lot 5 shall restore the Easement Area after exercising his/her rights hereunder to a condition substantially similar to that prior to any construction, reconstruction, replacement, repair or maintenance thereof.

7. **Enforcement.** Any Owner may enforce this Declaration against another Owner by seeking injunctive relief, specific performance or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this Declaration, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

8. **No Merger.** It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall never be extinguished by reason of the fact that the legal or beneficial title to the entirety of the Property (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity.

9. **Binding Effect; No Public Grant.** This Declaration shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns. The easement rights and dedications created hereby are not for the benefit of the public generally and nothing herein shall be construed as a dedication to the public.

10. **Amendment.** Any change or amendment to this Declaration shall be effective only if it is in writing and signed by all of the owners of record and the City. Declarant shall have the sole right to amend this Declaration so long as it owns a Lot in Brandon's Reserve.

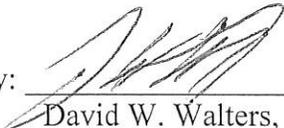
11. **Waiver.** Any failure, forbearance, delay or omission to exercise any rights under this Declaration in the event of a breach of any term of this Declaration shall not be deemed to be a waiver by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Declaration.

12. **Severability.** If any provision of this Declaration, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the

application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected.

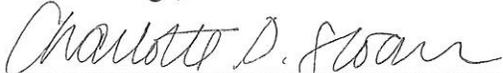
IN WITNESS WHEREOF, this Declaration has been made effective as of the date first above written.

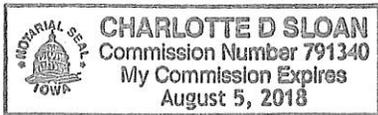
M&R HOLDINGS, LLC,
an Iowa limited liability company

By: 
David W. Walters, Managing Member

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

This instrument was acknowledged before me on this 17th day of December, 2016, by David W. Walters, Managing Member of M&R Holdings, LLC.


Notary Public in and for the State of Iowa

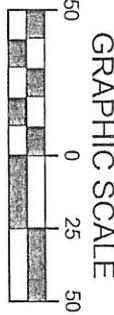


EASEMENT EXHIBIT "A"

EASEMENT DESCRIPTION

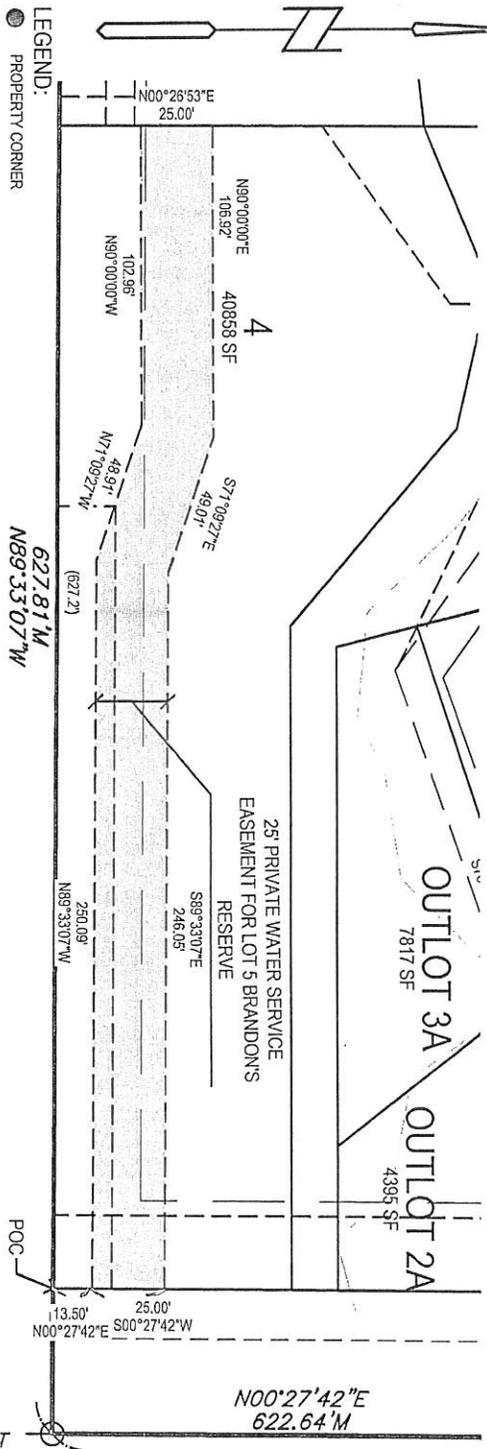
OWNER / PREPARED FOR:

M & R HOLDINGS
15602 WILDEN DRIVE
URBANDALE, IOWA 50323
PH: (515) 306-8090



EASEMENT DESCRIPTION:

A 25.00 FOOT WIDE PRIVATE WATER SERVICE EASEMENT FOR LOT 5 BRANDON'S RESERVE OVER, UNDER, AND ACROSS LOT 4, BRANDON'S RESERVE, AN OFFICIAL PLAT, WAUKEE, DALLAS COUNTY, IOWA, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°27'42"E ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING; THENCE N89°33'07"W, A DISTANCE OF 250.09 FEET; THENCE N71°09'27"W, A DISTANCE OF 48.91 FEET; THENCE N90°00'00"W, A DISTANCE OF 102.98 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N00°26'53"E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET; THENCE N80°00'00"E, A DISTANCE OF 106.92 FEET; THENCE S71°09'27"E, A DISTANCE OF 49.01 FEET; THENCE S89°33'07"E, A DISTANCE OF 246.05 FEET TO THE EAST LINE OF SAID LOT 4; THENCE S00°27'42"W ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



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



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

SIGNED: *Larry D. Hyler*
LARRY D. HYLER, P.L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: _____ SHEET 1 OF 1

DATE: 12/06/16

**BRANDON'S RESERVE
LOT 14, WAUKEE, IOWA**

EASEMENT EXHIBIT

DRAWN BY: EAV
PROJECT NUMBER: 150351

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

**AMENDED AND RESTATED
DECLARATION OF INGRESS/EGRESS AND ACCESS EASEMENT**

Preparer Information:

Lindsey A. Guerrero
Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Return Document To:

Lindsey A. Guerrero
Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Declarant:

M&R Holdings, LLC

Legal Description:

Lots Four (4) and Five (5), and Outlots 4A and 5A, in Brandon's Reserve, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

Document or instrument number of previously recorded documents:

This Amended and Restated Declaration of Ingress/Egress and Access Easement is being filed to amend the Declaration of Ingress/Egress and Access Easement filed October 5, 2016 in Book 2016, Page 19209.

3. **Maintenance.** The Owner of Lot 4 shall keep and preserve the Easement Area in good repair and condition at all times. All easement areas shall be maintained in a good and safe condition, including but not limited to, maintaining, repairing and replacing all paved surfaces and curbs, mowing and removing snow, ice and other debris timely and as necessary. All such maintenance shall be prosecuted in such a manner that it does not adversely affect the use of the Easement Area by the Owner of Lot 5 and their Permittees, provided however, that all maintenance costs shall be shared equally between the Owners of Lots 4 and 5.

With respect to the retaining wall located along the southern most boundary of Lots 4 and 5, each Owner, at its sole expense, shall be responsible for maintaining, repairing, and replacing the retaining wall located on their respective Lots.

4. **Erection of Structures Prohibited.** Neither Owner shall erect any fence or other structure (other than concrete surfacing), or cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the other.

5. **Right of Access.** The Owners shall have the right of access to the Easement Area and have all rights of ingress, egress and access reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

6. **Restoration of Property.** The Owners shall restore the Easement Area after exercising their rights hereunder to a condition substantially similar to that prior to any construction, reconstruction, replacement, repair or maintenance thereof.

7. **Enforcement.** Any Owner may enforce this Declaration against another Owner by seeking injunctive relief, specific performance or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this Declaration, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

8. **No Merger.** It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall never be extinguished by reason of the fact that the legal or beneficial title to the entirety of the Property (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity.

9. **Binding Effect; No Public Grant.** This Declaration shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns. The easement rights and dedications created hereby are not for the benefit of the public generally and nothing herein shall be construed as a dedication to the public.

10. **Amendment.** Any change or amendment to this Declaration shall be effective only if it is in writing and signed by all of the owners of record and the City. Declarant shall have the sole right to amend this Declaration so long as it owns a Lot in Brandon's Reserve.

11. **Waiver.** Any failure, forbearance, delay or omission to exercise any rights under this Declaration in the event of a breach of any term of this Declaration shall not be deemed to be a

by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Declaration.

12. **Severability.** If any provision of this Declaration, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected.

IN WITNESS WHEREOF, this Declaration has been made effective as of the date first above written.

M&R HOLDINGS, LLC,
an Iowa limited liability company

By: 
David W. Walters, Managing Member

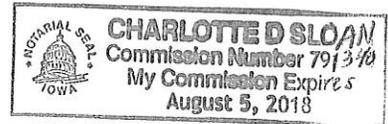
STATE OF IOWA)
) SS:
COUNTY OF Dallas)

This instrument was acknowledged before me on this 12th day of December, 2016, by David W. Walters, Managing Member of M&R Holdings, LLC.


Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

By: _____
Its: _____



STATE OF IOWA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2016, by _____ as _____ of the City of Waukee, Iowa.

Notary Public in and for the State of Iowa



AGENDA ITEM: J1AA

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a motion setting January 3, 2017, 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 C-1 (Community and Highway Service Commercial District) to R-3 (Rental Multi-Family Residential District)/PD-1 (Planned Development Overlay) [Waukee Central]

FORMAT: Consent

SYNOPSIS INCLUDING PRO & CON: The applicant, Jensen Group has requested the City consider rezoning approximately 4.91 acres from C-1 Community and Highway Service Commercial District to R-3 Rental Multi-Family Residential District with a Planned Development Overlay. The property is located within the recently platted Waukee Central Development and sets on the south side of Hickman Road between Westgate Drive and Dartmoor Drive.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of setting the public hearing date for January 3, 2017 to discuss this matter further.

RECOMMENDATION: Approve the motion.

ATTACHMENTS: I. Vicinity Map

PREPARED BY: Brad Deets, Development Services Director

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:



AGENDA ITEM: J1BB

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a motion setting January 3, 2017, 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 K-RC (Kettlestone Retail Community District) [The Shops at Kettlestone North Plat 1]

FORMAT: Consent

SYNOPSIS INCLUDING PRO & CON: ARAC, LLC with property owner Sharron Johnson request approval of rezoning of approximately 0.65 acres of property from A-1 Agricultural District to K-RC Kettlestone Retail Community District.

The property is located within the Kettlestone Overlay District and is generally located just east of the intersection of Grand Prairie Parkway and Ashworth Road.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of setting the public hearing date for January 3, 2017 to discuss this matter further.

RECOMMENDATION: Approve the motion.

ATTACHMENTS: I. Vicinity Map

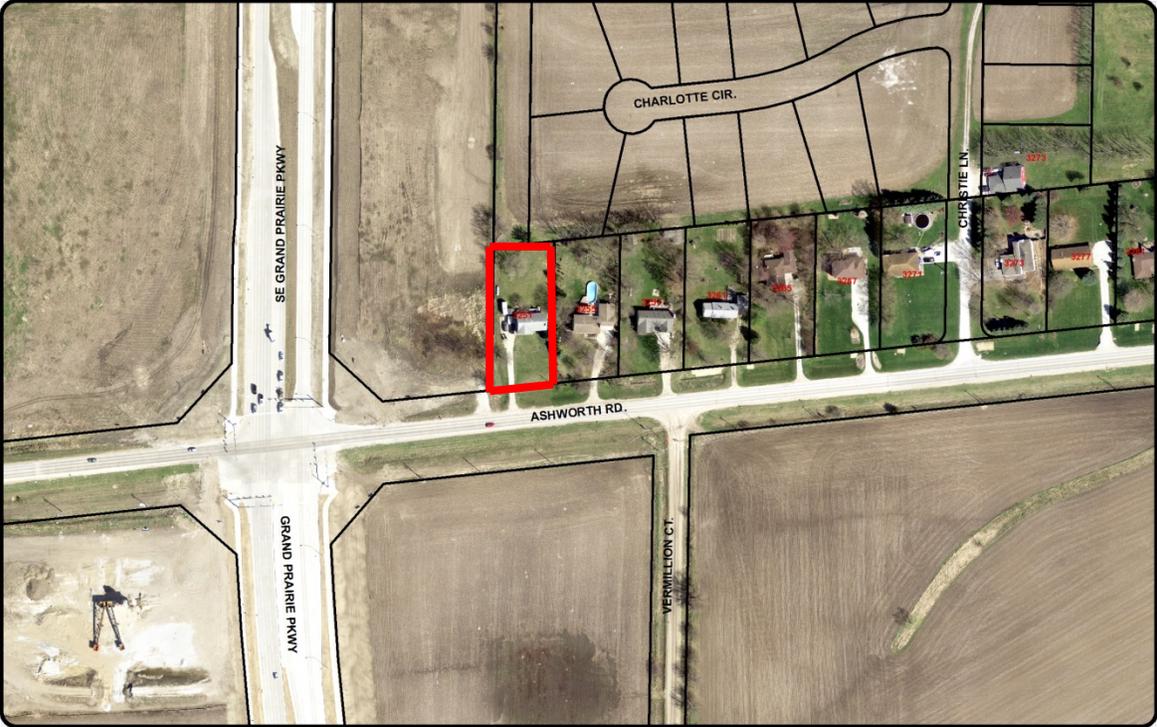
PREPARED BY: Andy Kass, Senior Planner

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:



ABOVE: The area outlined in **RED** identifies The Shops at Kettlestone North Plat 2.



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving an Agreement Concerning Construction of Fence [1600 Warrior Lane].

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The owners of property located at 1600 Warrior Lane desire to place a fence within the back yard within a portion of an overland flowage easement.

Staff has reviewed the proposed fence request and feels comfortable that the proposed fence will not adversely impact the water flow through the property. Staff is agreeable to allowing the fence with the understanding that if it becomes a problem with storm water flowage, then it will be at the property owner's expense to move the fence out of the easement.

The attached Fence Agreement specifies the property owner's maintenance responsibilities and requirements for removing the fence in the future if required by the City. This document will be recorded with Dallas County and become a part of the official records for this property and will remain fully enforceable should the property sell in the future.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the Agreement Concerning Construction of Fence.

RECOMMENDATION: Approve the Resolution

ATTACHMENTS: I. Proposed Resolution
II. Agreement

PREPARED BY: Andy Kass, Senior Planner

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AN AGREEMENT CONCERNING CONSTRUCTION OF FENCE [1600 WARRIOR LANE]

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, ESEF & SADETA KUSTURA, are the owners of Lot 60 in Glynn Village Plat 8 (“Property Owner”); **AND**,

WHEREAS, the Property Owners are desirous of installing a fence on the property; **AND**,

WHEREAS, Hubbell Metropolitan Development Fund I, LLC, an Iowa limited liability company, and Hubbell Realty Company, an Iowa corporation, predecessors in title to the Property Owner, granted that certain Storm Sewer & Surface Water Flowage Easement, recorded in Book 2014, Page 12463, and that certain Public Storm Sewer Easement, recorded in Book 2014, Page 12464, (collectively the “Easement”) **AND**,

WHEREAS, the fence is intended to be erected within a portion of the Easement; **AND**,

WHEREAS, the Easement prohibits the Property Owners from locating any fence or other structure within the Easement area without the written consent of the City of Waukee; **AND**,

WHEREAS, the City of Waukee is agreeable to the construction of a fence within a portion of the Easement area pursuant to the terms of the Agreement Concerning Construction of Fence.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 19th day of December, 2016 that the Agreement Concerning Construction of Fence in connection with the Property is hereby approved and accepted by the City of Waukee, and the City Clerk is hereby authorized to file such first amendment to easement with the Dallas County, Iowa Recorder.

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

WHEN RECORDED RETURN TO:

Rebecca D. Schuett
Waukee City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Preparer

Information: Andrew A. Kass, City of Waukee, 230 W. Hickman Road, Waukee, Iowa 50263 Phone: (515) 987-4522

AGREEMENT CONCERNING CONSTRUCTION OF FENCE [1600 WARRIOR LANE]

This Agreement of Consent (“Agreement”) is entered into by and between ESEF & SADETA KUSTURA, (the “Property Owners”) and the CITY OF WAUKEE, IOWA, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owners own that property legally described as:

Lot 60 of Glynn Village Plat 8, City of Waukee, Dallas County, Iowa

WHEREAS, Hubbell Metropolitan Development Fund I, LLC (Series E), a series of a multi-series Iowa limited liability company, and Hubbell Realty Company, an Iowa corporation, predecessors in title to the Property Owners, granted that certain Storm Sewer & Surface Water Flowage Easement, dated September 4, 2014, recorded on September 19, 2014, in Book 2014, Page 12463, and that certain Public Storm Sewer Easement, dated September 17, 2014, recorded in Book 2014, Page 12464, collectively (the “Easement”) to the City, which prohibited the construction of permanent improvements within the Easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area"), without the consent of the City.

WHEREAS, the Property Owners desire to construct a fence on a portion of the Property that is located within the Easement Area, and the City has agreed to consent to the erection of such fence on a portion of the Property that is located within the Easement Area, subject to the conditions set forth in Section 2 in this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO ERECTION OF FENCE. The Easement prohibits Property Owners from locating any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to construct a fence on a portion of Property that is located within the Easement Area at the location identified on Exhibit B, attached hereto and incorporated herein by this reference. The City hereby consents to the construction of the fence at the location identified on Exhibit B, within the Easement Area subject to, and conditioned upon, the provisions of this agreement.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the storm sewer line and or overland flowage, the City's duty of restoration for the portion of the Property located in the Easement Area shall be limited to grading and replacing grass, sod or any other ground cover (but not including repair or replacing any paved roadway, driveway, sidewalk, parking, curb, trees or shrubs). In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located on the Property within the Easement Area. Property Owners further understands and agrees that upon 30 days written notice from the City, Property Owners shall remove the fence and associated material from the easement area, and restore the easement area to its state prior to the installation of the fence, at property owners sole cost and expense.

3. NO CHANGE. This agreement does not alter, modify or otherwise change any the Easement. The consent afforded hereunder is conditional and subject to revocation by the City as provided herein. The consent afforded by the City under this agreement is limited to the specific fence and location provided herein. The Property Owners are aware of the terms of the Easement and understands that the consent afforded herein does not alter or otherwise change Property Owners responsibilities as more particularly set forth in the easement in any way.

4. HOLD HARMLESS. The Grantor(s), subsequent property owners, their successors and assigns agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) in the easement area, or in any way arising out of or in connection with any occurrence in any way related to this Easement or the location, placement, construction and/or erection of the fence within the easement area.

5. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

6. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ESEF KUSTURA, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared SADETA KUSTURA, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A STORM SEWER & SURFACE WATER FLOWAGE EASEMENT LOCATED IN GLYNN VILLAGE PLAT 8, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

11. A 20.00 feet wide strip of land across Outlot B and part of Lots 58, 59, 60, 61 and 62 in Glynn Village Plat 8, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa. Said 20.00 feet wide strip lying 10.00 feet each side of the following described centerline:

Commencing at the Southeast corner of said Outlot B; thence S84°07'40"W, 41.42 feet along the South line of said Outlot B to the Point of Beginning; thence N02°50'11"W, 307.60 feet; thence N00°51'06"W, 134.67 feet; thence N19°30'34"E, 136.93 feet; thence N17°48'30"E, 129.57 feet; thence N23°36'42"E, 60.80 feet; thence N27°55'42"E, 40.05 feet; thence N32°22'52"E, 45.65 feet to the point of terminus.

AND

A PUBLIC STORM SEWER EASEMENT LOCATED IN GLYNN VILLAGE PLAT 8, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF LOT 60 IN GLYNN VILLAGE PLAT 8.

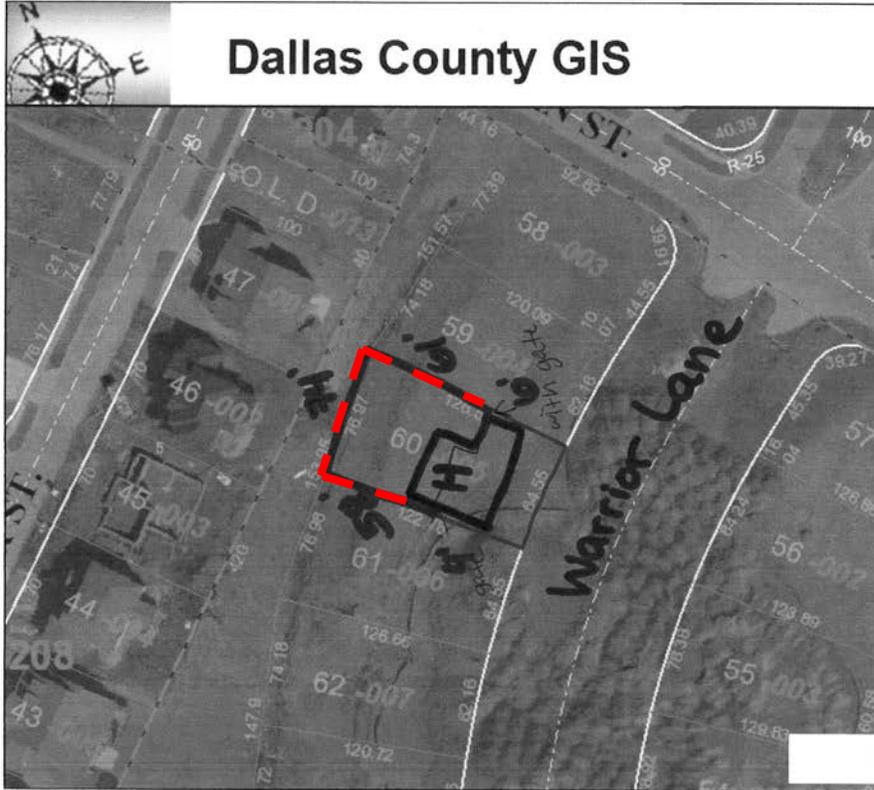
EXHIBIT B

LOCATION OF FENCE

— · — · — · — · = Fence Location

10/18/2016

Dallas County GIS



XMin: 1538034.50 YMin: 581600.85 XMax: 1538548.52 YMax: 581996.25

Dallas County GIS, Dallas County Courthouse
801 Court Street Adel, IA 50003
Phone: 515.993.6990
Email: geodallas@co.dallas.ia.us

To the best of our knowledge, the information shown on this map was correct at time of publication. However, the County makes no warranty to the accuracy of the information
Copyright © Dallas County Iowa

0 76ft



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving an Agreement Concerning Construction of Fence [1945 Brodie Street].

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The owners of property located at 1945 Brodie Street desire to place a fence within the back yard within a portion of an overland flowage easement.

Staff has reviewed the proposed fence request and feels comfortable that the proposed fence will not adversely impact the water flow through the property. Staff is agreeable to allowing the fence with the understanding that if it becomes a problem with storm water flowage, then it will be at the property owner's expense to move the fence out of the easement.

The attached Fence Agreement specifies the property owner's maintenance responsibilities and requirements for removing the fence in the future if required by the City. This document will be recorded with Dallas County and become a part of the official records for this property and will remain fully enforceable should the property sell in the future.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the Agreement Concerning Construction of Fence.

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

- I. Proposed Resolution
- II. Agreement

PREPARED BY: Andy Kass, Senior Planner

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AN AGREEMENT CONCERNING CONSTRUCTION OF FENCE [1945
BRODIE STREET]

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, ROBERT L. DANIELS & TAYLOR M. DANIELS, are the owners of Lot 88 in Glynn Village Plat 8 (“Property Owner”); **AND**,

WHEREAS, the Property Owners are desirous of installing a fence on the property; **AND**,

WHEREAS, Hubbell Metropolitan Development Fund I, LLC, an Iowa limited liability company, and Hubbell Realty Company, an Iowa corporation, predecessors in title to the Property Owner, granted that certain Storm Sewer & Surface Water Flowage Easement, recorded in Book 2014, Page 12463, (the “Easement”) **AND**,

WHEREAS, the fence is intended to be erected within a portion of the Easement; **AND**,

WHEREAS, the Easement prohibits the Property Owners from locating any fence or other structure within the Easement area without the written consent of the City of Waukee; **AND**,

WHEREAS, the City of Waukee is agreeable to the construction of a fence within a portion of the Easement area pursuant to the terms of the Agreement Concerning Construction of Fence.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 19th day of December, 2016 that the Agreement Concerning Construction of Fence in connection with the Property is hereby approved and accepted by the City of Waukee, and the City Clerk is hereby authorized to file such first amendment to easement with the Dallas County, Iowa Recorder.

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				

WHEN RECORDED RETURN TO:

Rebecca D. Schuett
Waukee City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Preparer

Information: Andrew A. Kass, City of Waukee, 230 W. Hickman Road, Waukee, Iowa 50263 Phone: (515) 987-4522

AGREEMENT CONCERNING CONSTRUCTION OF FENCE [1945 BRODIE STREET]

This Agreement of Consent (“Agreement”) is entered into by and between ROBERT L. DANIELS & TAYLOR M. DANIELS, (the “Property Owners”) and the CITY OF WAUKEE, IOWA, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owners own that property legally described as:

Lot 88 of Glynn Village Plat 8, City of Waukee, Dallas County, Iowa

WHEREAS, Hubbell Metropolitan Development Fund I, LLC (Series E), a series of a multi-series Iowa limited liability company, and Hubbell Realty Company, an Iowa corporation, predecessors in title to the Property Owners, granted that certain Storm Sewer & Surface Water Flowage Easement, dated September 17, 2014, recorded on September 19, 2014, in Book 2014, Page 12463, (the “Easement”) to the City, which prohibited the construction of permanent improvements within the Easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area"), without the consent of the City.

WHEREAS, the Property Owners desire to construct a fence on a portion of the Property that is located within the Easement Area, and the City has agreed to consent to the erection of such fence on a portion of the Property that is located within the Easement Area, subject to the conditions set forth in Section 2 in this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO ERECTION OF FENCE. The Easement prohibits Property Owners from locating any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to construct a fence on a portion of Property that is located within the Easement Area at the location identified on Exhibit B, attached hereto and incorporated herein by this reference. The City hereby consents to the construction of the fence at the location identified on Exhibit B, within the Easement Area subject to, and conditioned upon, the provisions of this agreement.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the storm sewer line and or overland flowage, the City's duty of restoration for the portion of the Property located in the Easement Area shall be limited to grading and replacing grass, sod or any other ground cover (but not including repair or replacing any paved roadway, driveway, sidewalk, parking, curb, trees or shrubs). In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located on the Property within the Easement Area. Property Owners further understands and agrees that upon 30 days written notice from the City, Property Owners shall remove the fence and associated material from the easement area, and restore the easement area to its state prior to the installation of the fence, at property owners sole cost and expense.

3. NO CHANGE. This agreement does not alter, modify or otherwise change any the Easement. The consent afforded hereunder is conditional and subject to revocation by the City as provided herein. The consent afforded by the City under this agreement is limited to the specific fence and location provided herein. The Property Owners are aware of the terms of the Easement and understands that the consent afforded herein does not alter or otherwise change Property Owners responsibilities as more particularly set forth in the easement in any way.

4. HOLD HARMLESS. The Grantor(s), subsequent property owners, their successors and assigns agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) in the easement area, or in any way arising out of or in connection with any occurrence in any way related to this Easement or the location, placement, construction and/or erection of the fence within the easement area.

5. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

6. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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 ____ day of _____, 2016.

PROPERTY OWNERS

ROBERT L. DANIELS

TAYLOR M. DANIELS

CITY OF WAUKEE

By: _____
William F. Peard, Mayor

Attest:

Rebecca D. Schuett
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ROBERT L. DANIELS, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared TAYLOR M. DANIELS, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Waukee, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2016, and that William F. Peard and Rebecca D. Schuett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A STORM SEWER AND SURFACE WATER FLOWAGE EASEMENT LOCATED IN GLYNN VILLAGE PLAT 8, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

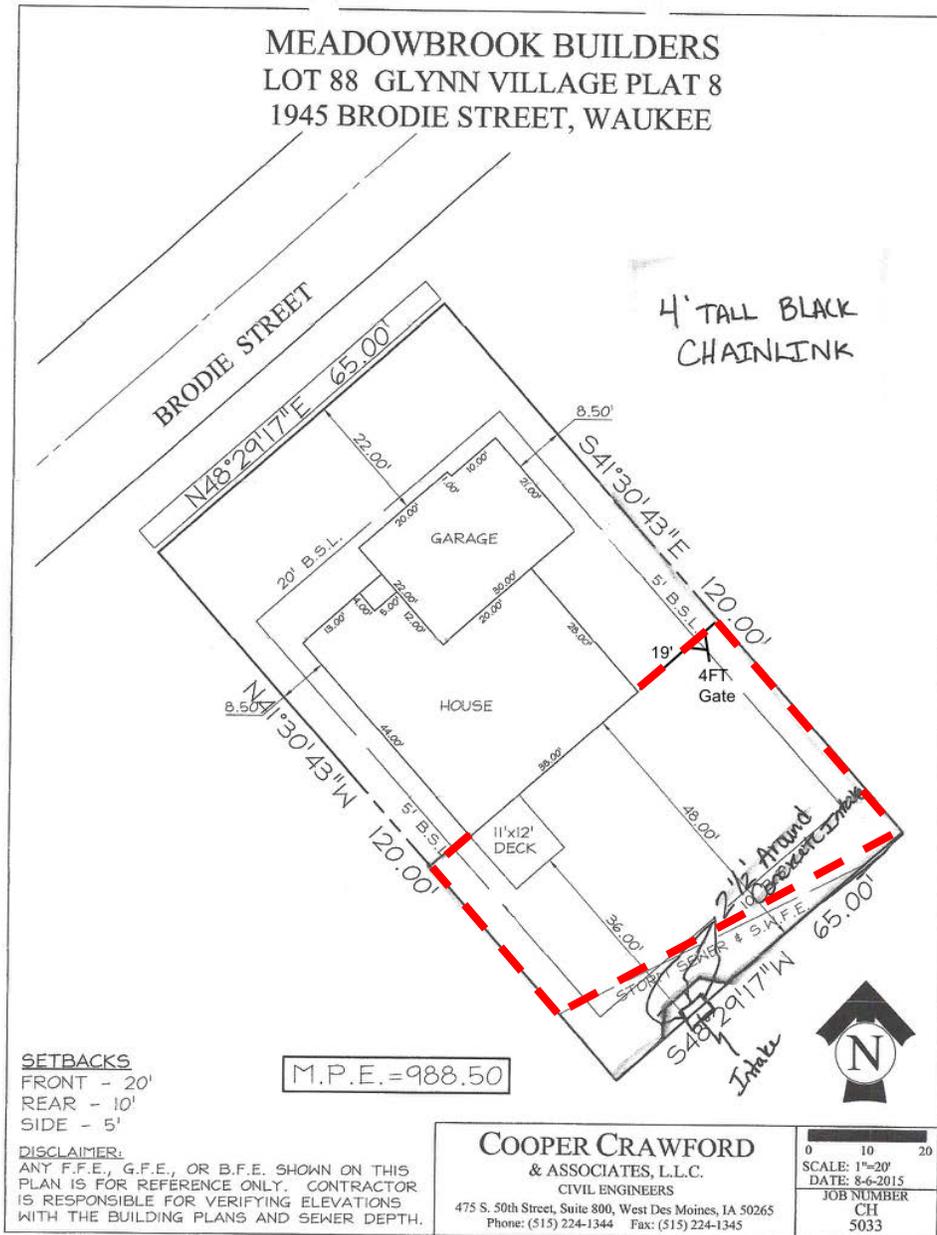
8. That part of Lot 88 in Glynn Village Plat 8, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa, being more particularly described as follows:

Beginning at the southernmost corner of said Lot 88; thence $N41^{\circ}30'43''W$, 15.00 feet along the Southwest line of said Lot 88; thence $N63^{\circ}21'12''E$, 58.47 feet to the Southeast line of said Lot 88; thence $S48^{\circ}29'17''W$, 56.51 feet along the Southeast line of said Lot 88 to the point of beginning.

EXHIBIT B

LOCATION OF FENCE

--- = Fence Location





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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving an Agreement Concerning Construction of Fence [1495 NE Bobcat Drive].

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The owners of property located at 495 NE Bobcat Drive desire to place a fence within the back yard within a portion of an overland flowage easement.

Staff has reviewed the proposed fence request and feels comfortable that the proposed fence will not adversely impact the water flow through the property. Staff is agreeable to allowing the fence with the understanding that if it becomes a problem with storm water flowage, then it will be at the property owner's expense to move the fence out of the easement.

The attached Fence Agreement specifies the property owner's maintenance responsibilities and requirements for removing the fence in the future if required by the City. This document will be recorded with Dallas County and become a part of the official records for this property and will remain fully enforceable should the property sell in the future.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the Agreement Concerning Construction of Fence.

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

- I. Proposed Resolution
- II. Agreement

PREPARED BY: Andy Kass, Senior Planner

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AN AGREEMENT CONCERNING CONSTRUCTION OF FENCE [495
NE BOBCAT DRIVE]

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, BENJAMIN HOLMES & ALLYSON TAYLOR, are the owners of Lot 41 in The Landing at Shadow Creek Plat 2 (“Property Owner”); **AND**,

WHEREAS, the Property Owners are desirous of installing a fence on the property; **AND**,

WHEREAS, Landing at Shadow Creek, LLC, an Iowa limited liability company, predecessors in title to the Property Owner, granted that certain Overland Flowage Easement, recorded in Book 2015, Page 19766, and that certain Public Storm Sewer Easement, recorded in Book 2015, Page 19767, (collectively the “Easement”) **AND**,

WHEREAS, the fence is intended to be erected within a portion of the Easement; **AND**,

WHEREAS, the Easement prohibits the Property Owners from locating any fence or other structure within the Easement area without the written consent of the City of Waukee; **AND**,

WHEREAS, the City of Waukee is agreeable to the construction of a fence within a portion of the Easement area pursuant to the terms of the Agreement Concerning Construction of Fence.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 19th day of December, 2016 that the Agreement Concerning Construction of Fence in connection with the Property is hereby approved and accepted by the City of Waukee, and the City Clerk is hereby authorized to file such first amendment to easement with the Dallas County, Iowa Recorder.

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				

WHEN RECORDED RETURN TO:
Rebecca D. Schuett
Waukee City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Preparer
Information: Andrew A. Kass, City of Waukee, 230 W. Hickman Road, Waukee, Iowa 50263 Phone: (515) 987-4522

AGREEMENT CONCERNING CONSTRUCTION OF FENCE [495 NE BOBCAT DRIVE]

This Agreement of Consent (“Agreement”) is entered into by and between BENJAMIN HOLMES & ALLYSON TAYLOR, (the “Property Owners”) and the CITY OF WAUKEE, IOWA, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owners own that property legally described as:

Lot 41 of The Landing at Shadow Creek Plat 2, City of Waukee, Dallas County,
Iowa

WHEREAS, Landing at Shadow Creek, L.L.C., an Iowa limited liability company, predecessor in title to the Property Owners, granted that certain Overland Flowage Easement, dated July 27, 2015, recorded on December 10, 2015, in Book 2015, Page 19766, and that certain Public Storm Sewer Easement, dated August 10, 2015, recorded on December 10, 2015, in Book 2015, Page 19767, (collectively the “Easement”) to the City, which prohibited the construction of permanent improvements within the Easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area"), without the consent of the City.

WHEREAS, the Property Owners desire to construct a fence on a portion of the Property that is located within the Easement Area, and the City has agreed to consent to the erection of such fence on a portion of the Property that is located within the Easement Area, subject to the conditions set forth in Section 2 in this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO ERECTION OF FENCE. The Easement prohibits Property Owners from locating any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to construct a fence on a portion of Property that is located within the Easement Area at the location identified on Exhibit B, attached hereto and incorporated herein by this reference. The City hereby consents to the construction of the fence at the location identified on Exhibit B, within the Easement Area subject to, and conditioned upon, the provisions of this agreement.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the storm sewer line and or overland flowage, the City's duty of restoration for the portion of the Property located in the Easement Area shall be limited to grading and replacing grass, sod or any other ground cover (but not including repair or replacing any paved roadway, driveway, sidewalk, parking, curb, trees or shrubs). In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located on the Property within the Easement Area. Property Owners further understands and agrees that upon 30 days written notice from the City, Property Owners shall remove the fence and associated material from the easement area, and restore the easement area to its state prior to the installation of the fence, at property owners sole cost and expense.

3. NO CHANGE. This agreement does not alter, modify or otherwise change any the Easement. The consent afforded hereunder is conditional and subject to revocation by the City as provided herein. The consent afforded by the City under this agreement is limited to the specific fence and location provided herein. The Property Owners are aware of the terms of the Easement and understands that the consent afforded herein does not alter or otherwise change Property Owners responsibilities as more particularly set forth in the easement in any way.

4. HOLD HARMLESS. The Grantor(s), subsequent property owners, their successors and assigns agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) in the easement area, or in any way arising out of or in connection with any occurrence in any way related to this Easement or the location, placement, construction and/or erection of the fence within the easement area.

5. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

6. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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 ____ day of _____, 2016.

PROPERTY OWNERS

BENJAMIN HOLMES

ALLYSON TAYLOR

CITY OF WAUKEE

By: _____
William F. Peard, Mayor

Attest:

Rebecca D. Schuett
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared BENJAMIN HOLMES, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ALLYSON TAYLOR, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Waukee, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2016, and that William F. Peard and Rebecca D. Schuett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A OVERLAND FLOWAGE EASEMENT LOCATED IN THE LANDING AT SHADOW CREEK PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25.00 FEET OF LOT 41 IN THE LANDING AT SHADOW CREEK PLAT 2.

AND

A STORM SEWER EASEMENT LOCATED IN THE LANDING AT SHADOW CREEK PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 41, THE LANDING AT SHADOW CREEK PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 41; THENCE SOUTH 00°03'56" EAST ALONG THE EAST LINE OF SAID LOT 41, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°32'47" WEST, 22.43 FEET TO THE POINT OF TERMINUS.



AGENDA ITEM: J1FF

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving an Agreement Concerning Construction of Fence [120 SE Golden Harvest Drive].

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The owners of property located at 120 SE Golden Harvest Drive desire to place a fence within the back yard within a portion of a gas and water main easement.

Staff has reviewed the proposed fence request and feels comfortable that the proposed fence will not adversely impact access to the easement.

The attached Fence Agreement specifies the property owner's maintenance responsibilities and requirements for removing the fence in the future if required by the City. This document will be recorded with Dallas County and become a part of the official records for this property and will remain fully enforceable should the property sell in the future.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the Agreement Concerning Construction of Fence.

RECOMMENDATION: Approve the Resolution

ATTACHMENTS: I. Proposed Resolution
II. Agreement

PREPARED BY: Andy Kass, Senior Planner

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AN AGREEMENT CONCERNING CONSTRUCTION OF FENCE [120 SE GOLDEN HARVEST DRIVE]

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, CAJM INVESTMENTS, LLC, is the owner of Lot 6 in Legacy Pointe at Waukee Plat 1 (“Property Owner”); AND,

WHEREAS, the Property Owners are desirous of installing a fence on the property; AND,

WHEREAS, Ewing Land Development & Services, LLC, an Iowa limited liability company, predecessors in title to the Property Owner, granted that certain Gas & Water Main Easement, recorded in Book 2004, Page 1281, (the “Easement”) AND,

WHEREAS, the fence is intended to be erected within a portion of the Easement; AND,

WHEREAS, the Easement prohibits the Property Owners from locating any fence or other structure within the Easement area without the written consent of the City of Waukee; AND,

WHEREAS, the City of Waukee is agreeable to the construction of a fence within a portion of the Easement area pursuant to the terms of the Agreement Concerning Construction of Fence.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 19th day of December, 2016 that the Agreement Concerning Construction of Fence in connection with the Property is hereby approved and accepted by the City of Waukee, and the City Clerk is hereby authorized to file such first amendment to easement with the Dallas County, Iowa Recorder.

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				

WHEN RECORDED RETURN TO:

Rebecca D. Schuett
Waukee City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Preparer

Information: Andrew A. Kass, City of Waukee, 230 W. Hickman Road, Waukee, Iowa 50263 Phone: (515) 987-4522

**AGREEMENT CONCERNING CONSTRUCTION OF FENCE [120 SE GOLDEN
HARVEST DRIVE]**

This Agreement of Consent (“Agreement”) is entered into by and between CAJM INVESTMENTS, LLC, (the “Property Owners”) and the CITY OF WAUKEE, IOWA, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owners own that property legally described as:

Lot 6 of Legacy Pointe at Waukee Plat 1, City of Waukee, Dallas County, Iowa

WHEREAS, Ewing Land Development & Services, LLC, an Iowa limited liability company, predecessor in title to the Property Owners, granted that certain Gas and Water Main Easement, dated January 20, 2004, recorded on January 29, 2004, in Book 2004, Page 1281, in real property records of Dallas County, Iowa, in the real property records of Dallas County, Iowa (the “Easement”) to the City, which prohibited the construction of permanent improvements within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area"), without the consent of the City.

WHEREAS, the Property Owners desire to construct a fence on a portion of the Property that is located within the Easement Area, and the City has agreed to consent to the erection of such fence on a portion of the Property that is located within the Easement Area, subject to the conditions set forth in Section 2 in this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO ERECTION OF FENCE. The Easement prohibits Property Owners from locating any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to construct a fence on a portion of Property that is located within the Easement Area at the location identified on Exhibit B, attached hereto and incorporated herein by this reference. The City hereby consents to the construction of the fence at the location identified on Exhibit B, within the Easement Area subject to, and conditioned upon, the provisions of this agreement.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the shared use path, the City's duty of restoration for the portion of the Property located in the Easement Area shall be limited to grading and replacing grass, sod or any other ground cover (but not including repair or replacing any paved roadway, driveway, sidewalk, parking, curb, trees or shrubs). In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located on the Property within the Easement Area. Property Owners further understands and agrees that upon 30 days written notice from the City, Property Owners shall remove the fence and associated material from the easement area, and restore the easement area to its state prior to the installation of the fence, at property owners sole cost and expense.

3. NO CHANGE. This agreement does not alter, modify or otherwise change any the Easement. The consent afforded hereunder is conditional and subject to revocation by the City as provided herein. The consent afforded by the City under this agreement is limited to the specific fence and location provided herein. The Property Owners are aware of the terms of the Easement and understands that the consent afforded herein does not alter or otherwise change Property Owners responsibilities as more particularly set forth in the easement in any way.

4. HOLD HARMLESS. The Grantor(s), subsequent property owners, their successors and assigns agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) in the easement area, or in any way arising out of or in connection with any occurrence in any way related to this Easement or the location, placement, construction and/or erection of the fence within the easement area.

5. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

6. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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 ____ day of _____, 2016.

PROPERTY OWNERS

CAJM INVESTMENTS, LLC

CITY OF WAUKEE

By: _____
William F. Peard, Mayor

Attest:

Rebecca D. Schuett
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared CAJM INVESTMENT, LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Waukee, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2016, and that William F. Peard and Rebecca D. Schuett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

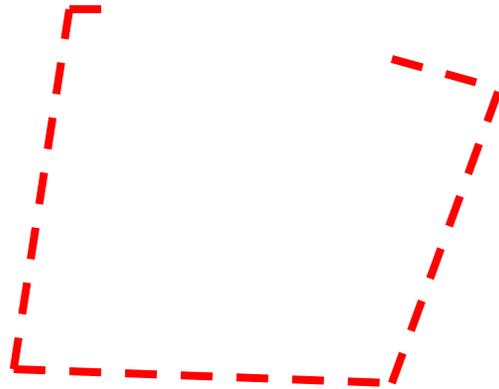
A GAS AND WATER MAIN EASEMENT LOCATED IN LEGACY POINTE AT WAUKEE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET OF LOT 6 IN LEGACY POINTE AT WAUKEE PLAT 1

EXHIBIT B

LOCATION OF FENCE

— — — = Fence Location





AGENDA ITEM: J1GG

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving an Agreement Concerning Construction of Fence [2400 SE Riverbirch Lane].

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON: The owners of property located at 2400 SE Riverbirch Lane desire to place a fence within the back yard within a portion of an overland flowage easement.

Staff has reviewed the proposed fence request and feels comfortable that the proposed fence will not adversely impact the water flow through the property. Staff is agreeable to allowing the fence with the understanding that if it becomes a problem with storm water flowage, then it will be at the property owner's expense to move the fence out of the easement.

The attached Fence Agreement specifies the property owner's maintenance responsibilities and requirements for removing the fence in the future if required by the City. This document will be recorded with Dallas County and become a part of the official records for this property and will remain fully enforceable should the property sell in the future.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: Staff would recommend approval of the Agreement Concerning Construction of Fence.

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

- I. Proposed Resolution
- II. Agreement

PREPARED BY: Andy Kass, Senior Planner

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING AN AGREEMENT CONCERNING CONSTRUCTION OF FENCE [2400 SE RIVERBIRCH LANE]

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, SHARON L. BRINDLE, is the owner of Lot 21 in Westown Meadows Plat 2 (“Property Owner”); AND,

WHEREAS, the Property Owners are desirous of installing a fence on the property; AND,

WHEREAS, ARAC, LLC, an Iowa limited liability company, predecessor in title to the Property Owner, granted that certain Public Overland Flowage Easement, recorded in Book 2013, Page 22467, (the “Easement”) AND,

WHEREAS, the fence is intended to be erected within a portion of the Easement; AND,

WHEREAS, the Easement prohibits the Property Owners from locating any fence or other structure within the Easement area without the written consent of the City of Waukee; AND,

WHEREAS, the City of Waukee is agreeable to the construction of a fence within a portion of the Easement area pursuant to the terms of the Agreement Concerning Construction of Fence.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 19th day of December, 2016 that the Agreement Concerning Construction of Fence in connection with the Property is hereby approved and accepted by the City of Waukee, and the City Clerk is hereby authorized to file such first amendment to easement with the Dallas County, Iowa Recorder.

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				

WHEN RECORDED RETURN TO:

Rebecca D. Schuett
Waukee City Clerk
230 W. Hickman Road
Waukee, Iowa 50263

Preparer

Information: Andrew A. Kass, City of Waukee, 230 W. Hickman Road, Waukee, Iowa 50263 Phone: (515) 987-4522

AGREEMENT CONCERNING CONSTRUCTION OF FENCE [2400 SE RIVERBIRCH LANE]

This Agreement of Consent (“Agreement”) is entered into by and between SHARON L. BRINDLE, (the “Property Owners”) and the CITY OF WAUKEE, IOWA, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owners own that property legally described as:

Lot 21 of Westown Meadows Plat 2, City of Waukee, Dallas County, Iowa

WHEREAS, ARAC, L.L.C., an Iowa limited liability company, predecessor in title to the Property Owners, granted that certain Public Overland Flowage Easement, dated October 31, 2013, recorded on December 16, 2013, in Book 2013, Page 22467 (collectively the “Easement”) to the City, which prohibited the construction of permanent improvements within the Easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area"), without the consent of the City.

WHEREAS, the Property Owners desire to construct a fence on a portion of the Property that is located within the Easement Area, and the City has agreed to consent to the erection of such fence on a portion of the Property that is located within the Easement Area, subject to the conditions set forth in Section 2 in this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO ERECTION OF FENCE. The Easement prohibits Property Owners from locating any fence or other structure under, over, on, through, across or

within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to construct a fence on a portion of Property that is located within the Easement Area at the location identified on Exhibit B, attached hereto and incorporated herein by this reference. The City hereby consents to the construction of the fence at the location identified on Exhibit B, within the Easement Area subject to, and conditioned upon, the provisions of this agreement.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the storm sewer line and or overland flowage, the City's duty of restoration for the portion of the Property located in the Easement Area shall be limited to grading and replacing grass, sod or any other ground cover (but not including repair or replacing any paved roadway, driveway, sidewalk, parking, curb, trees or shrubs). In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located on the Property within the Easement Area. Property Owners further understands and agrees that upon 30 days written notice from the City, Property Owners shall remove the fence and associated material from the easement area, and restore the easement area to its state prior to the installation of the fence, at property owners sole cost and expense.

3. NO CHANGE. This agreement does not alter, modify or otherwise change any the Easement. The consent afforded hereunder is conditional and subject to revocation by the City as provided herein. The consent afforded by the City under this agreement is limited to the specific fence and location provided herein. The Property Owners are aware of the terms of the Easement and understands that the consent afforded herein does not alter or otherwise change Property Owners responsibilities as more particularly set forth in the easement in any way.

4. HOLD HARMLESS. The Grantor(s), subsequent property owners, their successors and assigns agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) in the easement area, or in any way arising out of or in connection with any occurrence in any way related to this Easement or the location, placement, construction and/or erection of the fence within the easement area.

5. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

6. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property

Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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 ____ day of _____, 2016.

PROPERTY OWNERS

SHARON L. BRINDLE

CITY OF WAUKEE

By: _____
William F. Peard, Mayor

Attest:

Rebecca D. Schuett
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared SHARON L. BRINDLE, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that this person executed the instrument as the voluntary act of the person.

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Waukee, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2016, and that William F. Peard and Rebecca D. Schuett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A PUBLIC OVERLAND FLOWAGE EASEMENT LOCATED IN WESTOWN MEADOWS PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30.00 FEET OF LOT 21 IN WESTOWN MEADOWS PLAT 2.



AGENDA ITEM: J2

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of an ordinance for the division of revenues under Iowa Code Section 403.19 for Amendment No. 7 to the Waukeee Unified Urban Renewal Plan [third (final) reading]

FORMAT: Ordinance

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the third reading in title only and place the ordinance 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 AMENDING ORDINANCE NO. 1-10-89, 2156, 2204, 2334, 2344, 2388, 2398, 2409, 2475, 2604, 2693, 2703, 2746, 2775 and 2792, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED WAUKEE UNIFIED URBAN RENEWAL AREA, IN THE CITY OF WAUKEE, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WAUKEE, COUNTY OF DALLAS, WAUKEE COMMUNITY SCHOOL DISTRICT AND VAN METER COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED WAUKEE UNIFIED URBAN RENEWAL AREA (AMENDMENT NO. 7 TO THE WAUKEE UNIFIED URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Waukee, State of Iowa, has heretofore, in Ordinance No. 1-10-89, 2156, 2204, 2334, 2344, 2388, 2398, 2409, 2475, 2604, 2693, 2703, 2746, 2775 and 2792, provided for the division of taxes within the Waukee Unified Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, territory now has been removed from the Waukee Unified Urban Renewal Area through the adoption of Amendment No. 7 to the Waukee Unified Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Waukee Unified Urban Renewal Area, and the continuing needs of redevelopment within the amended Waukee Unified Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Waukee Unified Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAUKEE, STATE OF IOWA, THAT:

Ordinance Number(s) 1-10-89, 2156, 2204, 2334, 2344, 2388, 2398, 2409, 2475, 2604, 2693, 2703, 2746, 2775 and 2792 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Original Area shall mean the Resolutions adopted on the dates shown below, which consist of the following Areas and which have been combined into one urban renewal area called the Waukee Unified Urban Renewal Area:

- (1) Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 93 on the 13th day of December, 1988, which Area includes the lots and parcels located within the area legally described as follows:

Waukee Urban Renewal Area (1988)

The Northwest Quarter (NW ¼) of Section Thirty-five (35), Township Seventy-nine (79) North, Range Twenty-six (26) West, Fifth P.M., City of Waukee, Dallas County, Iowa.

- (2) Waukee Southwest Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 197 on the 15th day of June, 1992, which Area includes the lots and parcels located within the area legally described as follows:

Waukee Southwest Urban Renewal Area (1992)

A tract of land of portions of Government Lot 4 and Government Lot 5, all in Section 5, Township 78 North, Range 26 West of the 5th Principal Meridian in and forming a part of the City of Waukee, Dallas County, Iowa, and more particularly described as follows:

Commencing at the northwest corner of said Section 5, Township 78 North, Range 26 West with the west line of said section having an assumed true bearing of S 0° 00' 00" W, with all subsequent bearings referenced therefrom; thence N 89° 55' 04" E, a distance of forty (40) feet; thence S 0° 00' 00" W, a distance of nine hundred eighty-nine and forty-one hundredths (989.41) feet to the point of beginning; thence N 89° 57' E, a distance of five hundred two and sixty hundredths (502.60) feet; thence S 58° 34' 31" E, a distance of three hundred fifty-one and two tenths (351.2) feet; thence N 89° 56' 16" E, a distance of four hundred seventy and twenty hundredths (470.20) feet to a point on the east line of Government Lot 4; thence S 0° 08' 31" W, a distance of one thousand six hundred fifty-nine and twenty-eight hundredths (1,659.28) feet; thence S 83° 22' 09" W, a distance of one thousand two hundred seventy-six and twenty-six hundredths (1,276.26) feet; thence N 0° 00' 00" E, a distance of five hundred twenty-nine

and thirty-four hundredths (529.34) feet; thence N 83° 11" E, a distance of ninety-seven and seventy-two hundredths (97.72) feet; thence N 0° 00' 00" E, a distance of one hundred fifty-seven (157) feet; thence S 83° 11' W, a distance of ninety-seven and seventy-two hundredths (97.72) feet; thence N 0° 00' 00" E, a distance of twenty-five (25) feet; thence N 83° 11' E, a distance of five and four hundredths (5.04) feet; thence N 0° 00' 00" E, a distance of eight hundred fifty-three and thirty hundredths (853.30) feet; thence S 83° 11' W, a distance of five and four hundredths (5.04) feet; thence N 0° 00' 00" E, a distance of four hundred twenty-three and seventy-five hundredths (423.75) feet to the point of beginning. The above described parcel containing fifty-two and seventy-nine hundredths (52.79) acres, more or less.

- (3) Enterprise Business Park Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 335 on the 20th day of March, 1995, which Area includes the lots and parcels located within the area legally described as follows:

Enterprise Business Park Urban Renewal Area (1995)

A parcel of land located in Section 27 and Section 28, Township 79 North, Range 26 West of the fifth principal meridian, City of Waukee, Dallas County, Iowa, being described as follows:

Beginning at the southwest corner of said Section 27, thence north 90°00'00" west, 50.00 feet; thence north 00°27'01" east, 1,402.56 feet; thence north 90°00'00" east, 100.00 feet; thence south 00°27'01" west, 130.00 feet; thence north 90°00'00" east, 723.42 feet; thence southeasterly, 109.02 feet along the arc of a curve concave southwesterly and having a central angle of 31°13'58", a radius of 200.00 feet and a chord that bears south 74°23'01" east, 107.68 feet;

Thence south 58°46'02" east, 502.59 feet;

Thence southeasterly, 205.14 feet along the arc of a curve concave southwesterly and having a central angle of 58°46'02", a radius of 200.00 feet and a chord that bears south 29°23'01" east, 196.26 feet;

Thence south 00°00'00" east, 811.92 feet to the south line of said Section 27;

Thence north 90°00'00" west, 1,413.18 feet along the south line of said Section 27 to the point of beginning containing 40.55 acres more or less.

A permanent 100.00 foot wide storm sewer and surface flowage easement located in the southeast quarter of Section 28, Township 79 North, Range 26 West of the Fifth Principal Meridian, City of Waukee, Dallas County, Iowa, whose centerline is described as follows:

Commencing at the southeast corner of said Section 28,

Thence north 00°27'01" east, 1,196.42 feet along the east line of said section 27 to the point of beginning of said centerline;

Thence north 57°15'16" west, 690.09 feet; thence north 89°58'52" west, 406.00 feet; thence north 35°58'52" west, 185.00 feet; thence north 05°36'48" east, 329.00 feet; thence north 34°51'17" east, 349.00 feet;

Thence north 12°01'08" east, 318.37 feet more or less to the north line of the southeast quarter of said Section 28 and the point of termination of said centerline. The edges of the easement are to be extended or shortened to terminate at the east and north lines of the southeast quarter of said Section 28. The easement contains 5.23 acres more or less. This includes 0.09 acres more or less of road right-of-way. The bearing on the east side of Section 28 is assumed.

- (4) Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 00-226 on the 18th day of December, 2000, which Area includes the lots and parcels located within the area legally described as follows:

Waukee Urban Renewal Area (2000)

Walnut TWP, T79N, R26W

The SW ¼ and SE ¼ Section 28.

The S ½ of SE ¼ of NE ¼ of SE ¼, Section 33, consisting of 5 acres.

The E ½ of the NW ¼ of Section 33 of those City blocks that form the Downtown Business District including: Lots 13 through 18, Block 9, Waukee 1st Addition, Lots 21 through 26

and vacated street right-of-way north of Lot 26, Block 10, Waukee 1st Addition; Block 9, Waukee Original Town; Lots 11 through 22, Block 11, Waukee 1st Addition; Blocks 7 and 8, Waukee Original Town and parcels north of Blocks 7 and 8 and south of railroad right-of-way; Blocks 9, 10, and 11, Waukee Original Town.

W ½ of Lot 3, Candleridge Park, an official plat in the NE ¼ or Section 33.

The SE ¼ of Section 27.

A parcel of land in Section 27, more particularly described as follows:

Beginning at the southwest corner of said Section 27; thence North 90°00'00" West, 50.00 feet; thence North 00°27'01" East, 1,402.56 feet; thence North 90°00'00" East, 100.00 feet; thence South 00°27'01" West, 130.00 feet; thence North 90°00'00" East, 723.42 feet; thence Southeasterly 109.02 feet along the arc of a curve concave southwesterly and having a central angle of 31°13'58", a radius of 200.00 feet and a chord that bears South 74°23'01" East, 107.68 feet; thence South 58°46'02" East, 502.59 feet; thence Southeasterly 205.14 feet along the arc of a curve concave southwesterly and having a central angle of 58°46'02", a radius of 200.00 feet and a chord that bears South 29°23'01" East, 196.26 feet; thence South 00°00'00" East, 811.92 feet the south line of said Section 27; thence North 90°00'00" West, 1,413.18 feet along the south line of said Section 27 to the point of beginning containing 40.55 acres, more or less.

A parcel of land located in Section 27, being described as follows:

Beginning at the South ¼ corner of said Section 27; thence North 90°00'00" West, 1,224.51 feet; thence North 00°00'00" West, 811.92 feet; thence northwesterly, 59.31 feet along the arc of a curve concave southwesterly and having a central angle of 16°59'32", a radius of 150.00 feet and a chord that bears North 08°29'46" West, 59.10 feet; thence North 31°13'58" East, 236.60 feet; thence southeasterly 70.92 feet along the arc of a curve concave northeasterly and having a central angle of 12°18'47", a radius of 330.00 feet and a chord that bears south 75°38'24" East, 70.78 feet; thence North 00°00'00" West, 1,581.10 feet, to a point on the north line of

the Southwest $\frac{1}{4}$ of said Section 27; thence South $89^{\circ}59'30''$ East, 1,065.15 feet, along the north line of Southwest $\frac{1}{4}$ of said Section 27, to center of said Section 27; thence South $00^{\circ}30'12''$ West, 2,636.17 feet along the west line of the Southwest $\frac{1}{4}$ of said Section 27, to the point of beginning containing 68.00 acres, more or less.

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 34.

The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 35 except those properties which are located outside the corporate City limits of Waukee. The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 35. The NW $\frac{1}{4}$ of the Section 35.

The SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26.

A parcel of land located in Section 26, being described as follows:

Beginning at a point on the east line of SW $\frac{1}{4}$ of Section 26, with said point being one thousand thirty-four and five tenths (1,034.5) feet north of the south line of said Section 26; thence easterly three hundred (300.0) feet; thence southerly four hundred ninety-four and five tenths (494.5); thence southeasterly three hundred eighty-seven and thirty-three hundredths (387.33) feet more or less; thence southerly two hundred ninety-five (295.0) feet to a point on the south line of said Section 26 six hundred (600) feet to the southeast corner of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26; thence northerly along the east line of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26 to the point of beginning.

Boone TWP, T78N, R26W

Those properties which are located within the corporate limits of City of Waukee more particularly described as follows:

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7, and the E 15 Ac. of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7.

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, N of I-80 except Leonard's Subdivision, an official plat, and except the N 450 feet of E 500 lying S of Leonard's Subdivision.

The E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 8, N of I-80, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, except Lot 1, Sugar Creek Estates, an

official plat, and Except an irregular parcel of 2.62 acres in the SE ¼ of NW ¼, and 3.029 acres of NE ¼ of SW ¼ of Section 8.

The W ½ of SE ¼ of Section 8 N of I-80, and the SW ¼ of the NE ¼ of Section 8, except Sugar Creek Estates, an official plat and Replat of Oakwood Estates, an official plat.

The SE ¼ of SE ¼ of Section 8 N of I-80 except irregular parcel lying north of Sugar Creek.

The SW ¼ of SW ¼ of Section 9 N of I-80.

The E ½ of NW ¼, and the E ½ of SW ¼ of Section 9, N of I-80.

The W ½ of NE 1/4, and the W ½ of SE ¼ of Section 9, N of I-80.

The NE ¼ of NE ¼ of Section 9.

The W ½ of NW ¼ of Section 10 N of I-80. The SE ¼ of NW ¼ of Section 10 N of I-80.

The N 568 feet of the W 480 feet of the NE ¼ of NW ¼ of Section 10.

The W ½ of W1/2 of Section 3, W of centerline of Waco Place

The E ½ of E ½ of Section 4.

The E ½ of the E ½ of the W ½ of the SE ¼ of Section 4.

The G.L. 2, G.L. 7 and G.L. 10 of Section 4.

Street Right of Way

The City of Waukee Urban Renewal Area includes the full right of way or half right of way of streets which form the boundary of the area. Streets within the Urban Renewal Area include the following:

N ½ of University Avenue between Waukee east corporate limits and centerline of Waco Place. Full right of way of University Avenue between centerline of Waco Place and W right of way of Warrior Lane. Full right of way between W

right of way of Warrior Lane and E right of way of Ute Avenue (R-22).

Full right of way width of Hickman Road (Highway 6) between east right of way line of Tenth Street and east corporate limits extending N and S across Hickman Road and from that point S ½ of right of way to easterly corporate limits.

Full right of way width of Alice's Road between S right of way line of Hickman Road to N right of way line of University Avenue, and full right of way between N right of way line of Hickman Road to N line of SE ¼ of SE ¼ of Section 27, T79N, R26W; the W ½ of right of way from N line of S ¼ of SE ¼ of Section 27, T79N, R26W, to N line of S ¼ of said Section 27.

Full right of way width of Warrior Lane between N line of SW ¼ of Section 27, T79N, R26W, and N right of way line of University Avenue.

Full right of way width of LA Grant Parkway between S right of way line of University Avenue and S line G.L. 5 of Section 4, T78N, R26W.

Full right-of-way width of Sixth Street (Ute Avenue) from N line of S ½ of SW ¼ of Section 28 T79N, R26W to the N right-of-way line of I-80.

The E ½ right-of-way of Tenth Street from the N line of SW ¼ of Section 28, T79N, R26W to N line of S 420 feet of NE ¼ of SE ¼ of Section 28, and full right of way of Tenth Street from the N line of S 420 feet of N ¼ of SE ¼ of Section 28 to the N right of way line of Hickman Road.

The E ½ right-of-way of U place between N line of SW ¼ of SW ¼ of Section 7 T78N, R26W to N line of I-80.

The W ½ right-of-way of Wace Place from N line of Section 3, T78W, R26W, to S line of said Section 3.

- (5) Addendum to Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 01-58 on the 15th day of April, 2001, which Area includes the lots and parcels located within the area legally described as follows:

Addendum to Waukee Urban Renewal Area (2001)

Walnut TWP, T79N, R26W

Add the following:

The S 879.53 feet of the W 1,671.75 feet of SW ¼ of Section 34 including Centennial Park, a public park;

The E 390.94 feet of the S 922.34 feet of the SE ¼ of the SW ¼ of Section 33.

Windfield Commercial Plat 1, an official plat, except Lot 11 of said plat;

That part of the Southeast Quarter of Section 36, Township 79 North, Range 26 West of the Fifth P.M., Waukee, Dallas County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of Section 36, Township 79 North, Range 26 West of the Fifth P.M.; thence N 89°59'46" W along the South line of the SE ¼ of said Section 36 for 262.60 feet; thence N 00°00'14" E for 60.00 feet to a point on the Northerly right-of-way line of University Avenue and being the point-of-beginning; thence N 00°22'23" E for 265.91 feet to a point on the Southerly line of Country Club Meadows, an official plat in Clive, Dallas County, Iowa; thence S 89°59'01" W along the Southerly line of said plat for 300.08 feet; thence S 00°23'23" W for 265.80 feet to a point on the Northerly right-of-way line of University Avenue; thence S 89°59'46" E along said right-of-way line for 300.16 feet to the point-of-beginning. This parcel contains 1.83 acres.

Boone TWP, T78N, R26W

Add the following:

The S ½ of the S ½ of Section 7, and the SW ¼ of the SW ¼ of Section 8, and part of Section 18 all located N of I-80 and within the Van Meter Community School District.

Street Right-of-Way

Add the following:

Full right-of-way width of Ashworth Drive except that portion of the right-of-way currently included in the Urban Renewal Area;

Laurel Street between Ninth Street and Tenth Street; Maple Street between Seventh Street and Tenth Street; Walnut Street except that portion or the right-of-way currently included in the Urban Renewal Area; Locust Street between Ashworth Drive and Ninth Street; Cherry Street between Fifth Street and Eighth Street; School Street; Denlee Drive; Bell Aire Drive between Third Street and Warrior Lane; Waukee Avenue between First Street and Third Street; Christopher Avenue between First Street and Third Street; Corene Avenue between First Street and Third Street;

Tenth Street between Maple Street and Hickman Road (Highway 6); Ninth Street between Locust Street and Ashworth Drive; Eighth Street between Cherry Street and Ashworth drive; Seventh Street; Fifth Street between Cherry Street and Locust Street;

Fourth Street between south lot line of Lot 1, Estates Plat 1, on official plat and Ashworth Drive; Third Street between Northview Drive and Ashworth Drive; Kaylin Drive between Northview Drive and Ashworth Drive; Second Street between Corene Avenue and Ashworth Drive; First Street between Corene Avenue and Northview Drive.

Delete the following:

Full right-of-way width of Ute Avenue (R22) located within unincorporated area of Dallas County between 312th Place and the North line of the S ½ of NW ¼ of Section 8, T78N, R26W, of the 5th Principal Meridian; and a segment of Ute Avenue located within the unincorporated area of Dallas County between a point 339.6 feet south of the Northwest corner of the NE ¼ of the SW ¼ of Section 8, T79N, R26W of the 5th Principal Meridian and a point 397.8 feet North of the Northwest Corner of the NE ¼ of the SW ¼ of said Section 8.

- (6) Addition to Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 02-139 on the 23rd day of September 2002, which Area includes the lots and parcels located within the area legally described as follows:

Addition to Waukee Urban Renewal Area (2002)

Lots 29 and 30, Parkview Crossing Plat 2 Replat, City of Waukee, Dallas County, Iowa

- (7) Amendment to the Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 03-10 on the 6th day of January, 2003, which Area includes the lots and parcels located within the area legally described as follows:

Amendment to the Waukee Urban Renewal Area (2003)

Additions

Charles Edward Shaffer ETAL

SE ¼ of the NE ¼ of Section 9, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa, (consisting of approximately 27 acres)

And

Government Lot 15 and E ¼ of the SW ¼ and the West 3/8^{ths} of the SE ¼ in Section 4 in Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa, (consisting of approximately 140 acres)

Stephen R Grubb

Hawthorne Ridge Plat 1 Lot 1 (consisting of approximately 3.53 acres)

Deletion

Granquist

Enterprise Business Park Plat 4 except Lots 12 and 13 (consisting of approximately 4.63 acres)

- (8) R-22 Addition to the Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 03-98 on the 21st day of April, 2003, which Area includes the lots and parcels located within the area legally described as follows:

R-22 Addition to the Waukee Urban Renewal Area (2003)

A tract of land in parts of Sections 5, 6, and 8, Township 78 North, Range 26 West of the 5th Principal Meridian, Dallas County, Iowa, currently existing by easement or right-of-way and referred to as County Road R-22 and Ute Avenue, with said tract of land being

south of 300th Street and North of Interstate 80, as previously described in Book 442, page 496 of Dallas County Recorder's Office.

- (9) Addition to the Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 04-159 on the 12th day of July, 2004, which Area includes the lots and parcels located within the area legally described as follows:

Addition to the Waukee Urban Renewal Area (2004)

Added:

The property which is being added to the Urban Renewal Area is legally described as:

Certain real property situated in the City of Waukee, County of Dallas, State of Iowa, more particularly described as:

Hickory Commercial, Plat 1
Section 33
Township 79
Range 26

Koethe Addition, Lot 1
Section 33
Township 79
Range 26

Parcel A E ½ of NE ¼
Section 33
Township 79
Range 26

Candleridge Park
Lot 3, Ex Parcel A
Section 33
Township 79
Range 26

Park View Crossing, Lot 56 Lot 57
Section 4
Township 78
Range 26

Park View Crossing, Plat 4, Lot 1
Section 4
Township 78
Range 26

S420' N ½ SE LYG E of RR
Section 29
Township 79
Range 26

SE SE/EX RR & EX 100' x 153'/except Northern Natural Gas
Section 29
Township 79
Range 26

SW SE/EX RR
Section 29
Township 79
Range 26

Deleted:

Certain real property situated in the City of Waukee, County of Dallas, State of Iowa, particularly described as:

Williams Pointe, Plat 5, Lot 2
Section 35
Township 79
Range 26

Outlots B, C, D, E, F of the SW
Section 27
Township 79
Range 26

- (10) Amendment to Consolidate Urban Renewal Areas: Hickman West (original Waukee Urban Renewal Area), Enterprise Business Park, and Waukee Urban Renewal Areas shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 04-272 on the 20th day of December, 2004, which Area includes the lots and parcels located within the area legally described as follows:

Amendment to Consolidate Urban Renewal Areas: Hickman West (original Waukee Urban Renewal Area), Enterprise Business Park, and Waukee Urban Renewal Areas (2004)

A tract of land located in an irregular shaped parcel of land being a part of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section 34, Township 79 North, Range 26 West of the 5th P.M. as recorded in Book 840 on page 694 in the Dallas County Recorder's Office, Iowa.

Said Tract being more particularly described as follows:

Commencing as a point of reference at the Southeast Corner of said Section 34; thence North 00°21'43" East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance of 528.57 feet along the east line of said E ½ of the SE ¼; thence North 89°38'17" West, a distance of 50.00 feet to the west right-of-way line of Alice's Road, said point of beginning; thence South 00°21'43" West, recorded as (S00°04'00"E), a distance of 416.30 feet along said west right-of-way; thence South 45°14'20" West, a distance of 74.39 feet (recorded as S 45°12'21" W 74.35 feet), to the north right of way line of University Avenue; thence North 89° 53'04" West (recorded as S89° 41'53"W), a distance of 131.05 feet along said north right-of-way line to the north line of Union Pacific Railroad right-of-way; thence North 62°48'28" West (recorded as N 63°13'31" W), a distance of 43.17 feet along said railroad right-of-way; thence South 89°49'52" East, a distance of 61.31 feet to a point of curvature; thence northeasterly a distance of 36.65 feet along a curve concave to the northwest having a central angle of 70°00'00", a radius of 30.00 feet, a chord bearing of North 55°10'08" East and a chord distance of 34.41 feet; thence North 20°10'08" East, a distance of 96.62 feet; thence North 27°00'42" East, a distance of 83.93 feet; thence North 20°10'08" East, a distance of 92.37 feet to a point of curvature; thence northeasterly a distance of 180.80 feet along a curve concave to the northwest having a central angle of 19°48'25", a radius of 523.00 feet, a chord bearing or North 10°15'56" East, and a chord distance of 179.90 feet to the point of beginning. Containing 27,830 square feet, more or less. (Note: This is all right of way)

- (11) Addition to the Waukee Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, approved by Resolution No. 07-95 on the 21st day of May, 2007, which Area includes the lots and parcels located within the area legally described as follows:

Addition to the Waukee Urban Renewal Area (2007)

The right-of-way of V Avenue from 312th Place to Ashworth Road

Lots Fourteen (14), Fifteen (15), and Sixteen (16) in Block Twelve (12) in the First Addition to the Town, now City of Waukee, in Dallas County, Iowa;

AND

That portion of the Southwest Quarter of Section 33 lying west of 6th Street in Waukee, all in Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa;

AND

Government Lot 3, Section 4, Township 78 North, Range 26 West of the Fifth Principal Meridian, City of Waukee, Dallas County, Iowa.

b) Amendment No. 1 to the Waukee Unified Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Waukee Unified Urban Renewal Area approved by Resolution No. 11-80 on the 23rd day of May, 2011, which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

Amendment No. 1 to the Waukee Unified Urban Renewal Area

The right-of-way of Cedar Street, Spruce Street and 8th Street, legally described as Lot A of Southview Estates, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Booth Avenue, legally described as Lot C of Parkview Crossing, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Primrose Lane, legally described as Lot E of Parkview Crossing, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Rosenkranz Drive, legally described as Lot D of Parkview Crossing, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Florence Drive, legally described as Lot H of Parkview Crossing, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Prairie Park Lane, legally described as Lot A of Parkview Crossing Plat 6, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Woodcreek Drive, legally described as Lot B of Parkview Crossing Plat 6, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Parkview Crossing Drive, legally described as Lot C of Parkview Crossing Plat 6, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Pleasant View Drive, legally described as Lot A of Parkview Crossing Plat 7, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Pleasant View Drive, legally described as Lot C of Parkview Crossing Plat 3, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Prairie Creek Drive, legally described as Lot E of Parkview Crossing Plat 3, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Prairie Park Lane, legally described as Lot D of Parkview Crossing Plat 2, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Florence Drive, legally described as Lot C of Parkview Crossing Plat 2, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Prairie Creek Drive, legally described as Lot E of Parkview Crossing Plat 2, an Official Plat, City of Waukee, Dallas County, Iowa; and

The right-of-way of SE Pleasant View Drive, legally described as Lot B of Parkview Crossing Plat 2, an Official Plat, City of Waukee, Dallas County, Iowa; and

The North half of Hickman Road Right of Way from the east right of way line of N. 10th Street to the SW Corner of the Southeast ¼ of Section 29, Township 79, Range 26 West of the 5th P.M., City of Waukee, Dallas County, Iowa; and

The right-of-way of SE LA Grant Parkway (V Avenue) from the southwest corner of Lot 31 of Replat of Parkview Crossing Plat 2, an Official Plat, City of Waukee, Dallas County, Iowa to the South right-of-way line of 312th Place (SE Westown Parkway, City of Waukee, Dallas, County, Iowa; and

The NW ¼ of the NW ¼ of Section 5, Township 78 Range 26 West of the 5th P.M., City of Waukee, Dallas County, Iowa.

The Area includes the right of way of all streets forming the boundary of the Urban Renewal Area.

c) Amendment No. 2 to the Waukee Unified Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, described in Amendment No. 2 to the Urban Renewal Plan for the Waukee Unified Urban Renewal Area approved by Resolution No. 11-224 on the 5th day of December, 2011, which Amendment No. 2 Area includes the lots and parcels located within the Area legally described as follows:

AMENDMENT NO. 2 AREA

Lots 11, 12 and 13 of Block 10 of the First Addition to the Town of Waukee, City of Waukee, Dallas County, Iowa and locally designated as 355 7th Street

All streets adjacent to the above property

d) Amendment No. 3 Area to the Waukee Unified Urban Renewal Area added no real property to the Area.

e) Amendment No. 4 to the Waukee Unified Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, described in Amendment No. 4 to the Urban Renewal Plan for the Waukee Unified Urban Renewal Area approved by Resolution No. 13-256 on the 21st day of October, 2013, which Amendment No. 4 Area removes the lots and parcels located within the Area legally described as follows:

AMENDMENT NO. 4 AREA

Area to be Removed from Waukee Urban Renewal Area (1988)

Lot 1 of Williams Pointe Plat 12, an Official Plat, City of Waukee, Iowa and the adjacent SE Brick Drive Right of Way and the adjacent SE Laurel Street Right of Way (Parcel # 12-35-153-001), and

Lots 1 and 2 of Williams Pointe Plat 13, an Official Plat, City of Waukee, Iowa and the adjacent SE Brick Drive Right of Way and the adjacent SE Laurel Street Right of Way and the adjacent SE Waco Place Right of Way (Parcel # 12-35-127-001 and Parcel # 12-35-127-002), and

Lot 1 of Williams Pointe Plat 11, an Official Plat, City of Waukee, Iowa and the adjacent SE Laurel Street Right of Way and the adjacent SE Waco Place Right of Way (Parcel # 12-35-102-001), and

All of Waukee Family Townhomes Plat 1, an Official Plat, City of Waukee, Iowa and the adjacent SE Brick Drive Right of Way and the adjacent SE Laurel Street Right of Way (Parcel #'s 12-35-179-001 through 12-35-179-091), and

All of Williams Pointe Plat 10, an Official Plat, City of Waukee, Iowa (Parcel #'s 12-35-176-001 through 12-35-176-012, Parcel #'s 12-35-177-001 through 12-35-177-029, Parcel #'s 12-35-178-001 through 12-35-178-024).

Area to be Removed from Waukee Urban Renewal Area (2000)

A parcel of land located in the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 79 North, Range 26 West of the 5th P.M., more particularly described as Beginning at the East $\frac{1}{4}$ corner of Section 27, Township 79 North, Range 26 West of the 5th P.M., City of Waukee, Dallas County, Iowa, thence S89°41'56"W along the North line of the SE $\frac{1}{4}$ of said section 27, 560.00 feet to a point; thence S00°15'02"W, 460.00 feet to a point; thence N89°41'56"E, 560.00 feet to a point on the east line of said SE $\frac{1}{4}$; thence N00°15'02"E along said east line, 460.00 feet to the point of beginning (Parcel # 12-27-400-007), and

The South 733 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 79 North, Range 26 West of the 5th P.M. (Parcel # 12-26-300-005), and

A parcel of land within the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 79 North, Range 26 West of the 5th P.M. beginning at the Southwest corner and extending 600 feet to the East, then 295 feet North, then diagonally Northwest to a point 300 feet West and 245 feet North, then 494.5 feet North, then 300 feet west, then 1034.5 feet South to a starting point at the Southwest corner (Parcel # 12-26-300-007), and

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 79 North, Range 26 West of the 5th P.M. (Parcel # 12-34-200-006 and Parcel # 12-34-200-005), and

Lots 1 and 2 of Williams Pointe Plat 7, an Official Plat, City of Waukee, Iowa (Parcel # 12-35-302-001 and Parcel # 12-35-301-001), and

Parcel A of the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southeast ¼ and the Northwest ¼ of the Southwest ¼ all within Section 8, Township 78 North, Range 26 West of the 5th P.M. (Parcel # 16-07-400-009), and

All of Painted Woods Plat 1, an Official Plat, City of Waukee, Iowa except the Right of Way for Route R-2-2- (Ute Avenue) (Parcel #'s 16-08-176-001, 16-08-176-002, 16-08-176-003, 16-08-176-004, 16-08-176-005, 16-08-176-006, 16-08-176-007, 16-08-176-008, 16-08-176-009, 16-08-176-010, 16-08-176-011, 16-08-176-054, 16-08-176-014, 16-08-176-015, 16-08-176-061, 16-08-176-018, 16-08-176-019, 16-08-176-020, 16-08-176-021, 16-08-176-022, 16-08-176-056, 16-08-176-049, 16-08-176-050, 16-08-176-055, 16-08-176-045, 16-08-176-046, 16-08-176-043, 16-08-176-044, 16-08-176-042, 16-08-176-041, 16-08-176-058, 16-08-176-057, 16-08-176-059, 16-08-176-060, 16-08-176-025, 16-08-176-026, 16-08-176-027, 16-08-176-028, 16-08-176-029, 16-08-176-030, 16-08-176-031, 16-08-176-032), and

All of Painted Woods Plat 2, an Official Plat, City of Waukee, Iowa except the Right of Way for Route R-22 (Ute Avenue) (Parcel #'s 16-08-301-001, 16-08-301-002, 16-08-301-003, 16-08-301-004, 16-08-301-005, 16-08-301-006, 16-08-301-007, 16-08-301-008, 16-08-301-011, 16-08-301-012, 16-08-301-013, 16-08-301-014, 16-08-301-030, 16-08-301-029, 16-08-301-017, 16-08-301-018, 16-08-301-019, 16-08-301-020, 16-08-301-021, 16-08-301-022, 16-08-301-023, 16-08-301-024, 16-08-301-001-025, 16-08-301-026, 16-08-301-027, 16-08-302-001, 16-08-302-002, 16-08-302-003, 16-08-302-004, 16-08-302-005, 16-08-302-006, 16-08-302-007, 16-08-302-008, 16-08-302-009, 16-08-302-010, 16-08-302-011, 16-08-302-012, 16-08-302-013, 16-08-302-014, 16-08-302-015, 16-08-302-016), and

All of Painted Woods Plat 3, an Official Plat, City of Waukee, Iowa (Parcel #'s 16-08-401-001, 16-08-401-002, 16-08-401-003, 16-08-401-004, 16-08-401-005, 16-08-401-006, 16-08-401-007, 16-08-401-008, 16-08-401-009, 16-08-401-010, 16-08-401-028, 16-08-401-013, 16-08-401-014, 16-08-401-015, 16-08-401-016, 16-08-401-017, 16-08-401-020, 16-08-401-021, 16-08-401-022, 16-08-401-023, 16-08-401-024, 16-08-401-025, 16-08-401-026, 16-08-401-027, 16-08-402-001, 16-08-402-002, 16-08-402-003, 16-08-402-004, 16-08-402-005, 16-08-402-006, 16-08-402-007, 16-08-402-008, 16-08-402-009, 16-08-402-010, 16-08-402-011, 16-08-402-012, 16-08-402-013, 16-08-402-014, 16-08-402-015, 16-08-402-016), and

Parcel B of Lot 2 of Hunsberger Proprietor Plat 1, an Official Plat, City of Waukee, Iowa (Parcel #16-08-300-013), and

Outlot Y of Prairie Bluff Plat 1, an Official Plat, City of Waukee, Iowa (Parcel #16-08-376-002), and

Tract B of the Southeast ¼ of the Southeast ¼ of Section 8, Township 78 North, Range 26 West of the 5th P.M. (Parcel # 16-08-400-015), and

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa, lying North of Interstate 80, EXCEPT the area lying 15.00 feet in width on each side of the following described line or line extended: Commencing as a point of reference at the Southwest corner of said Section 9; thence North $00^{\circ}39'25''$ East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance of 998.10 feet along the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South $89^{\circ}20'35''$ East, a distance of 869.89 feet to a point on the North line of an existing sanitary sewer easement, said point being the point of beginning; thence North $28^{\circ}09'10''$ East, a distance of 14.49 feet; thence North $68^{\circ}42'06''$ East, a distance of 375.00 feet; thence North $00^{\circ}55'58''$ East, a distance of 308.23 feet to the North line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$. (Parcel # 16-09-300-015), and

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 78 North, Range 26 West of the 5th P.M. lying North of Interstate 80 (Parcel # 16-09-300-007), and

The South 35 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ all within Section 9, Township 78 North, Range 26 West of the 5th P.M., EXCEPT the area lying 15.00 feet in width on each side of the following described line or line extended: Commencing as a point of reference at the West $\frac{1}{4}$ corner of said Section 9; thence South $00^{\circ}39'25''$ West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), a distance 892.50 feet along the West line of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 9; thence South $89^{\circ}20'35''$ East, a distance of 1,308.61 feet to a point on the West line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, said point being the point of beginning; thence North $36^{\circ}09'50''$ East, a distance of 262.58 feet; thence North $69^{\circ}25'13''$ East, a distance of 435.00 feet; thence North $34^{\circ}26'08''$ West, a distance of 165.00 feet; thence North $05^{\circ}00'03''$ East, a distance of 210.00 feet; thence North $46^{\circ}19'55''$ East, a distance of 170.00 feet; thence North $36^{\circ}39'43''$ East, a distance of 252.00 feet; thence North $31^{\circ}32'07''$ East, a distance of 392.00 feet; thence South $89^{\circ}27'15''$ East, a distance of 360.00 feet; thence North $77^{\circ}24'35''$ East, a distance of 125.87 feet to the West line of an Acquisition Plat Exhibit "A" recorded in Annexation Book 14 Page 268 in said Dallas County Recorder's Office and EXCEPT the Alice's Road Right of Way (Parcel # 16-09-200-003 and Parcel # 16-09-100-013 and Parcel # 16-09-300-005), and

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section of Section 9, Township 78 North, Range 26 West of the 5th P.M. located north of Interstate 80 EXCEPT the Alice's Road Right of Way (Parcel # 16-09-400-001), and

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way (Parcel # 16-09-100-007), and

The Northwest ¼ of the Northeast ¼ and the North 5 acres of the Southwest ¼ of the Northeast ¼ all within Section 9, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way and the adjacent SE Vermillion Court Right of Way EXCEPT the Alice's Road Right of Way (Parcel # 16-09-200-001), and

The Northeast ¼ of the Northeast ¼ of Section 9, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way and the adjacent SE Vermillion Court Right of Way (Parcel # 16-09-200-002), and

The Northwest ¼ of the Northwest ¼ of Section 10, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way (Parcel # 16-10-100-001), and

The South ½ of the Northwest ¼ of Section 10, Township 78 North, Range 26 West of the 5th P.M., located north of Interstate 80 (Parcel # 16-10-100-007), and

Parcel A of the Northeast ¼ of the Northwest ¼ of Section 10, Township 78 North Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way (Parcel #16-10-100-010), and

All of Dolmage Estates Plat 1, an Official Plat, City of Waukee, Iowa and adjacent SE Ashworth Road Right of Way (Parcel # 16-04-478-011 and Parcel # 16-04-478-010 and Parcel # 16-04-478-009 and Parcel # 16-04-478-008 and Parcel # 16-04-478-007 and Parcel # 16-04-477-009 and Parcel # 16-04-477-008 and Parcel # 16-04-477-007 and Parcel # 16-04-477-006 and Parcel # 16-04-477-005 and Parcel # 16-04-451-005 and Parcel # 16-04-451-006 and Parcel # 16-04-451-007), and

All of Dolmage Estates Plat 2, an Official Plat, City of Waukee, Iowa (Parcel # 16-04-477-001 and Parcel # 16-04-477-002 and Parcel # 16-04-477-003 and Parcel # 16-04-477-001 and Parcel # 16-04-451-001 and Parcel # 16-04-451-002 and Parcel # 16-04-451-003 and Parcel # 16-04-451-004 and Parcel # 16-04-476-002 and Parcel # 16-04-476-003 and Parcel # 16-04-476-004 and Parcel # 16-04-476-005 and Parcel # 16-04-476-006 and Parcel # 16-04-478-001 and Parcel # 16-04-478-002 and Parcel # 16-04-478-003 and Parcel #16-04-478-004), and

The East 10 acres of the Southwest ¼ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 4, Township 78 North, Range 26 West of the 5th P.M., except Dolmage Estates Plat 1, an Official Plat, City of Waukee, Iowa and except Dolmage Estates Plat 2, an Official Plat, City of Waukee, Iowa (Parcel # 16-04-478-006 and Parcel # 16-04-476-001), and

The Southwest ¼ of the Southwest ¼ of Section 3, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way and the adjacent SE Waco Place Right of Way (Parcel #16-03-300-004 and Parcel # 16-

03-300-005 and Parcel # 16-03-300-006 and Parcel # 16-03-300-007 and Parcel # 16-03-300-008 and Parcel # 16-03-300-009), and

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East 10 acres of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-426-001), and

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 78 North, Range 26 West of the 5th P.M. and the adjacent west half of the SE Waco Place Right of Way (Parcel # 16-03-300-013 and Parcel # 16-03-300-015 and Parcel # 16-03-300-014), and

Government Lot 9 of Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-009), and

Government Lot 16 of Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-010), and

Government Lot 5 of Section 3, Township 78 North, Range 26 West of the 5th P.M. (Parcel # 16-03-100-034) and adjacent west half of the SE Waco Place Right of Way, and

Government Lot 12 of Section 3, Township 78 North, Range 26 West of the 5th P.M. and the adjacent west half of the SE Waco Place Right of Way (Parcel # 16-03-100-006) and,

Government Lot 7 and Government Lot 10, Except Parcel "B" thereof, all in Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-011 and Parcel # 16-04-200-013 and Parcel # 16-04-200-002), and

Outlot X of Grant Park 2, an Official Plat, City of Waukee, Iowa (Parcel # 16-04-200-014), and

Government Lot 2 of Section 4, Township 78 North, Range 26 West of the 5th P.M., (Parcel # 16-04-200-001 and Parcel # 16-04-200-006) EXCEPT the Alice's Road Right of Way, and

Government Lot 8 of Section 4, Township 78 North, Range 26 West of the 5th P.M., EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-008), and

Government Lot 1 of Section 4, Township 78 North, Range 26 West of the 5th P.M. and adjacent SE University Avenue Right of Way (Parcel # 16-04-200-007 and Parcel # 16-04-200-006), and

Government Lot 4 of Section 3, Township 78 North, Range 26 West of the 5th P.M. located west of the centerline of SE Waco Place Right of Way and the adjacent SE University Avenue Right of Way (Parcel # 16-03-100-001 and Parcel # 16-03-501-003 and Parcel # 16-03-100-013 and Parcel # 16-03-100-002 and Parcel # 16-03-100-012), and

Lots 6-18 and Lots 20-23 and Lot C of Legacy Pointe at Waukee Plat 1, an Official Plat, City of Waukee, Iowa and adjacent SE Golden Harvest Drive Right of Way and adjacent SE Silver Pointe Drive Right of Way (Parcel #'s 12-35-210-006, 12-35-211-001, 12-35-215-000, 12-35-216-000, 12-35-217-000, 12-35-16-03-300-004 and Parcel # 16-03-300-005 and Parcel # 16-03-300-006 and Parcel # 16-03-300-007 and Parcel # 16-03-300-008 and Parcel # 16-03-300-009), and

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East 10 acres of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-426-001), and

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 78 North, Range 26 West of the 5th P.M. and the adjacent west half of the SE Waco Place Right of Way (Parcel # 16-03-300-013 and Parcel # 16-03-300-015 and Parcel # 16-03-300-014), and

Government Lot 9 of Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-009), and

Government Lot 16 of Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-010), and

Government Lot 5 of Section 3, Township 78 North, Range 26 West of the 5th P.M. (Parcel # 16-03-100-034) and adjacent west half of the SE Waco Place Right of Way, and

Government Lot 12 of Section 3, Township 78 North, Range 26 West of the 5th P.M. and the adjacent west half of the SE Waco Place Right of Way (Parcel # 16-03-100-006) and,

Government Lot 7 and Government Lot 10, Except Parcel "B" thereof, all in Section 4, Township 78 North, Range 26 West of the 5th P.M. EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-011 and Parcel # 16-04-200-013 and Parcel # 16-04-200-002), and

Outlot X of Grant Park 2, an Official Plat, City of Waukee, Iowa (Parcel # 16-04-200-014), and

Government Lot 2 of Section 4, Township 78 North, Range 26 West of the 5th P.M., (Parcel # 16-04-200-001 and Parcel # 16-04-200-006) EXCEPT the Alice's Road Right of Way, and

Government Lot 8 of Section 4, Township 78 North, Range 26 West of the 5th P.M., EXCEPT the Alice's Road Right of Way (Parcel # 16-04-200-008), and

Government Lot 1 of Section 4, Township 78 North, Range 26 West of the 5th P.M. and adjacent SE University Avenue Right of Way (Parcel # 16-04-200-007 and Parcel # 16-04-200-006), and

Government Lot 4 of Section 3, Township 78 North, Range 26 West of the 5th P.M. located west of the centerline of SE Waco Place Right of Way and the adjacent SE University Avenue Right of Way (Parcel # 16-03-100-001 and Parcel # 16-03-501-003 and Parcel # 16-03-100-013 and Parcel # 16-03-100-002 and Parcel # 16-03-100-012), and

Lots 6-18 and Lots 20-23 and Lot C of Legacy Pointe at Waukee Plat 1, an Official Plat, City of Waukee, Iowa and adjacent SE Golden Harvest Drive Right of Way and adjacent SE Silver Pointe Drive Right of Way (Parcel #'s 12-35-210-006, 12-35-211-001, 12-35-215-000, 12-35-216-000, 12-35-217-000, 12-35-218-000, 12-35-219-000, 12-35-220-000, 12-35-221-000, 12-35-222-000, 12-35-251-000, 12-35-252-000, 12-35-253-000, 12-35-212-000, 12-35-223-000, 12-35-224-000, 12-35-225-000, 12-35-211-010), and

Outlot B of Legacy Pointe at Waukee Plat 2, an Official Plat, City of Waukee, Iowa (Parcel # 12-35-200-037), and

All of Legacy Pointe at Waukee Plat 3, an Official Plat, City of Waukee, Iowa (Parcel #'s 12-35-254-001 through 12-35-254-011, 12-35-258-001 through 12-35-258-018, 12-35-210-007, 12-35-258-019, 12-35-257-001 through 12-35-257-023, 12-35-256-001 through 12-35-256-025, 12-35-255-001, 12-35-255-002, 12-35-255-006, 12-35-255-007), and

Lots 1-10 of Legacy Pointe at Waukee Plat 4, an Official Plat, City of Waukee, Iowa and adjacent SE Greenbriar Circle Right of Way (Parcel #'s 12-35-261-000, 12-35-267-000, 12-35-268-000, 12-35-255-011, 12-35-263-000, 12-35-262-000, 12-35-264-000, 12-35-266-000, 12-35-265-000, 12-35-260-000), and

Lots 1-7 of Legacy Pointe at Waukee Plat 5, an Official Plat, City of Waukee, Iowa and adjacent SE Laurel Street Right of Way (Parcel #'s 12-35-259-001 through 12-35-259-007), and

Lot 1 of Legacy Pointe at Waukee Plat 6, an Official Plat, City of Waukee, Iowa and adjacent SE Laurel Street Right of Way (Parcel # 12-35-214-003).

**Area to be Removed from Addendum to the Waukee Urban Renewal Area
(2001)**

The Southeast ¼ of the Southeast ¼ and the Southwest ¼ of the Southeast ¼ of Section 7, Township 78 North, Range 26 West of the 5th P.M. and Part of the Northwest ¼ of the Northeast ¼ of Section 18, Township 78 North, Range 26 West of the 5th P.M. located north of Interstate 80 (Parcel # 16-07-400-007).

**Area to be Removed from Amendment to the Waukee Urban Renewal Area
(2003)**

The Southeast 1/4 of the Northeast ¼ of Section 9, Township 78 North, Range 26 West of the 5th P.M., except the 11 acres for Interstate 80 and the adjacent SE Vermillion Court Right of Way (Parcel # 16-09-200-004), and

The East ¼ of the Southwest ¼ of Section 4, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way (Parcel # 16-04-300-004), and

Government Lot 15 of Section 4, Township 78 North, Range 26 West of the 5th P.M., EXCEPT that portion, more particularly described as follows: Beginning at the Northeast corner of said Lot 15; thence South 00° 27' 28" West, 1,322.50 Feet along the East line of said Lot 15 to the Southeast corner of said Lot 15; thence South 83° 57' 21" West, 88.10 Feet along the South line of Said Lot 15; thence Northerly a distance of 9.98 feet along the arc of a non-tangent curve concave westerly with a central angle of 00° 24' 17", a radius of 1412.50 feet and a chord that bears North 00° 39' 36" east, 9.98 feet, thence North 00° 27' 28" East, 1,148.51 feet; thence North 47° 50' 23" West, 135.00 feet; thence North 07° 38' 52" West, 62.02 feet to the North line of said Lot 15, thence North 83° 51' 45" EAST, 198.35 feet along the North line of said Lot 15 to the POINT OF BEGINNING, containing 127,390 square feet or 2.92 acres more or less (Alice's Road Right of Way)(Parcel # 16-04-200-005), and

The West 3/8ths of the Southeast Quarter of Section 4, Township 78 North, Range 26 West of the 5th P.M. and the adjacent SE Ashworth Road Right of Way EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE NORTH 00°34' 03" EAST, 60.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD; THENCE NORTH 84°02' 42" EAST, 410.33 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 42° 13' 00" EAST, 147.09 FEET; THENCE NORTH 00°34' 03" EAST, 216.57 FEET; THENCE NORTH 04°22' 53" EAST, 52.62 FEET; THENCE NORTH 00°34' 03" EAST, 370.04 FEET; THENCE NORTHERLY A DISTANCE OF 1,115.99 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 40°16' 42", A RADIUS OF 1,587.50 FEET AND A CHORD THAT BEARS NORTH 20°42'

23" EAST, 1,093.16 FEET; THENCE NORTHEASTERLY A DISTANCE OF 158.73 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A CENTRAL ANGLE OF 06°26' 19", A RADIUS OF 1,412.50 FEET AND A CHORD THAT BEARS NORTH 37° 37' 35" EAST, 158.65 FEET TO THE EAST LINE OF THE WEST 3/8THS OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00° 31' 12" WEST, 286.15 FEET ALONG THE EAST LINE OF THE WEST 3/8THS OF THE SOUTHEAST QUARTER OF SAID SECTION 4 SAID LINE BEING NON-TANGENT TO THE AFORESAID CURVE; THENCE SOUTHWESTERLY A DISTANCE OF 933.20 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 37°51' 14", A RADIUS OF 1,412.50 FEET AND A CHORD THAT BEARS SOUTH 19° 29' 39" WEST, 916.32 FEET; THENCE SOUTH 00°34' 03" WEST, 618.13 FEET; THENCE SOUTH 47°47' 00" EAST, 132.40 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD; THENCE NORTH 84°02' 42" EAST, 200.87 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE EAST LINE OF THE WEST 3/8THS OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ; THENCE SOUTH 00°31' 12" WEST, 60.39 FEET ALONG THE EAST LINE OF THE WEST 3/8THS OF THE SOUTHEAST QUARTER OF SAID SECTION 4 TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 84°02' 42" WEST, 988.87 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 TO THE POINT OF BEGINNING, CONTAINING 390,340 SQUARE FEET OR 8.96 ACRES INCLUDING 59,330 SQUARE FEET OR 1.36 ACRES OF EXISTING ROAD RIGHT-OF-WAY MORE OR LESS. (Alice's Road Right of Way) (Parcel # 16-04-401-001), and

**Area to be Removed from Addition to the Waukee Urban Renewal Area
(2007)**

Government Lot 3 of Section 4, Township 78 North, Range 26 West of the 5th P.M., (Parcel # 16-04-100-006).

f) Amendment No. 5 to the Waukee Unified Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, described in Amendment No. 5 to the Urban Renewal Plan for the Waukee Unified Urban Renewal Area approved by Resolution No. 14-321 on the 17th day of November, 2014, which Amendment No. 5 Area removes the lots and parcels located within the Area legally described as follows:

AMENDMENT NO. 5 AREA

Area to be Removed from Waukee Urban Renewal Area (2000)

Lots 2, 3 and Outlot A of Williams Pointe Plat 9, an Official Plat, City of Waukee, Iowa and adjacent SE University Avenue Right of Way, SE Alice's Road Right of Way and SE Brick Drive Right of Way (Parcel #'s 12-35-351-004, 12-35-351-001 and 12-35-351-002).

g) Amendment No. 6 to the Waukee Unified Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, described in Amendment No. 6 to the Urban Renewal Plan for the Waukee Unified Urban Renewal Area approved by Resolution No. 15-349 on the 19th day of October, 2015, which Amendment No. 6 Area removes the lots and parcels located within the Area legally described as follows:

Amendment #6 Area – Property to be Removed from Urban Renewal Plan

Legal Description

Area to be Removed from Waukee Urban Renewal Area (2000)

Lot 1, Outlot Z and Lot A of Prairie Crossing Plat 1, an Official Plat, City of Waukee, Iowa (Parcel # 12-27-404-003, 12-27-404-002 and 12-27-404-004); and,

Lots 1 – 14, Outlot X, Lot A, Lot B of Prairie Crossing Plat 2, an Official Plat, City of Waukee, Iowa (Parcel # 12-27-406-006, 12-27-406-005, 12-27-406-004, 12-27-406-003, 12-27-406-002, 12-27-406-001, 12-27-405-001, 12-27-405-002, 12-27-405-003, 12-27-405-004, 12-27-405-009, 12-27-405-008, 12-27-405-007, 12-27-405-006, 12-27-405-005 and 12-27-405-011); and,

Lots 1 -3 and Outlot Z of Prairie Crossing Plat 3, an Official Plat, City of Waukee, Iowa and the adjacent NE Westgate Drive right of way (Parcel # 12-27-410-004, 12-27-410-003, 12-27-410-002, and 12-27-410-001); and,

Lots 1 – 55. Lot A, Lot B and Lot C of Prairie Crossing Plat 4, an Official Plat, City of Waukee, Iowa (Parcel # 12-27-407-002, 12-27-407-003, 12-27-407-004, 12-27-407-005, 12-27-407-006, 12-27-407-007, 12-27-407-008, 12-27-407-009, 12-27-407-010, 12-27-407-011, 12-27-407-012, 12-27-407-013, 12-27-407-014, 12-27-408-001, 12-27-408-002, 12-27-408-003, 12-27-408-004, 12-27-408-005, 12-27-408-006, 12-27-408-007, 12-27-408-008, 12-27-408-009, 12-27-408-010, 12-27-408-011, 12-27-408-012, 12-27-408-013, 12-27-408-014, 12-27-408-015, 12-27-408-016, 12-27-408-017, 12-27-408-018, 12-27-408-019, 12-27-408-020, 12-27-408-021, 12-27-408-022, 12-27-408-023, 12-27-408-024, 12-27-408-025, 12-27-408-026, 12-27-408-027, 12-27-409-001, 12-27-409-002, 12-27-409-003, 12-27-409-004, 12-27-409-005, 12-27-409-006, 12-27-409-007, 12-27-409-008, 12-27-409-009, 12-27-409-010, 12-27-409-011, 12-27-409-012, 12-27-409-013, 12-27-409-014, 12-27-409-015, and 12-27-408-028); and,

Lots 1 – 30, Lot A, Lot B, Lot C, Outlot W, Outlot X, Outlot Y and Outlot Z of Prairie Crossing Plat 5, an Official Plat, City of Waukee, Iowa (Parcel # 12-27-

411-001, 12-27-411-002, 12-27-411-003, 12-27-411-004, 12-27-412-001, 12-27-412-002, 12-27-412-003, 12-27-412-004, 12-27-412-005, 12-27-412-006, 12-27-412-007, 12-27-412-008, 12-27-412-009, 12-27-412-010, 12-27-412-011, 12-27-412-012, 12-27-412-013, 12-27-412-014, 12-27-412-015, 12-27-413-001, 12-27-413-002, 12-27-413-003, 12-27-413-004, 12-27-413-005, 12-27-413-006, 12-27-413-007, 12-27-413-008, 12-27-413-009, 12-27-413-010, 12-27-413-011, 12-27-413-012, 12-27-413-013, 12-27-411-005, 12-27-427-002, and 12-27-427-001.

h) Amendment No. 7 to the Waukee Unified Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, described in Amendment No. 7 to the Urban Renewal Plan for the Waukee Unified Urban Renewal Area approved by Resolution No. _____ on the 21st day of November, 2016, which Amendment No. 7 Area removes the lots and parcels located within the Area legally described as follows:

Amendment #7 Area – Property to be Removed from Urban Renewal Plan

Area to be Removed from Waukee Urban Renewal Area (2000)

Outlot B of The Point Plat 1, an Official Plat, City of Waukee, Iowa (Parcel #12-27-378-006);

and,

The South One-half of the Southeast Quarter (S ½ SE ¼) of Section twenty-nine (29) in Township Seventy-nine (79) North, Range Twenty-six (26), West of the 5th P.M., Dallas County, Iowa, EXCEPT the right of way of the Minneapolis & St. Louis Railroad Co., formerly Des Moines Valley railroad Co. and the right of way of the Chicago, Milwaukee & St. Paul railroad Company, formerly Des Moines Adel and Western Railroad Company (Parcel # 12-29-400-012, 12-29-400-013, 12-29-400-005) and the adjoining Hickman Road (U.S. Highway 6) Right of Way.

i) Amended Urban Renewal Area shall mean that portion of the City of Waukee, State of Iowa, included within the Original Area and subareas (described in subsection (a) (1-11) above); Amendment No. 1 Area (described in subsection (b) above); the Amendment No. 2 Area (described in subsection (c) above); less the Amendment No. 4 Area (described in subsection (e) above); less the Amendment No. 5 Area (described in subsection (f) above); less the Amendment No. 6 Area (described in subsection (g) above) and less the Amendment No. 7 Area (described in subsection (h) above).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Dallas, Iowa, Waukee Community School District, Van Meter Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Area, base period taxes will remain the same: The Waukee Urban Renewal Area (1988) base period taxes are that portion of the taxes which would be produced by the rate at which taxes are levied each year by or for each of the taxing districts upon the sum total of the assessed value of the taxable property in the urban renewal area, as shown on the assessment roll as of January 1, 1988, the January 1st prior to the effective date of Ordinance 1-10-89 (less the assessed value of the area removed by Amendment No. 4 and Amendment No. 5). Such taxes shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to the Waukee Southwest Urban Renewal Area (1992), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1991, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2156.

As to the Enterprise Business Park Urban Renewal Area (1995), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1994, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2204.

As to the Waukee Urban Renewal Area (2000), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1999, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2334 (less the assessed value of the area removed by Amendment No. 4 and Amendment No. 5).

As to the Addendum to Waukee Urban Renewal Area (2001), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2000, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2344 (less the assessed value of the area removed by Amendment No. 4 and Amendment No. 5).

As to the Addition to Waukee Urban Renewal Area (2002), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2001, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2388.

As to the Amendment to the Waukee Urban Renewal Area (2003), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2002, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2398 (less the assessed value of the area removed by Amendment No. 4 and Amendment No. 5).

As to the R-22 Addition to the Waukee Urban Renewal Area (2003), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment

roll as of January 1, 2002, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2409.

As to the Addition to the Waukee Urban Renewal Area (2004), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2003, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2475.

As to the Amendment to Consolidate Urban Renewal Areas: Hickman West (original Waukee Urban Renewal Area), Enterprise Business Park, and Waukee Urban Renewal Areas (2004) which added certain property, there are no base period taxes because the property added was all right-of-way.

As to the Addition to the Waukee Urban Renewal Area (2007), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2604 (less the assessed value of the area removed by Amendment No. 4 and Amendment No. 5).

As to Amendment No. 1 to the Waukee Unified Urban Renewal Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2693.

As to Amendment No. 2 to the Waukee Unified Urban Renewal Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2703.

As to Amendment No. 3 Area, there was no base year as no property was added.

As to Amendment No. 4 to the Waukee Unified Urban Renewal Area, base values will be reduced as noted above due to the removal of area from the above sub-areas.

As to Amendment No. 5 to the Waukee Unified Urban Renewal Area, base values will be reduced as noted above due to the removal of area from the above sub-area (Waukee Urban Renewal Area (2000)).

As to Amendment No. 6 to the Waukee Unified Urban Renewal Area, base values will be reduced as noted above due to the removal of area from the above sub-area (Waukee Urban Renewal Area (2000)).

As to Amendment No. 7 to the Waukee Unified Urban Renewal Area, base values will be reduced as noted above due to the removal of area from the above sub-area (Waukee Urban Renewal Area (2000)).

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Waukeee, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Waukeee, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Waukeee, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 1-10-89, 2156, 2204, 2334, 2344, 2388, 2398, 2409, 2475, 2604, 2693, 2703, 2746, 2775 and 2792. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 19th day of December, 2016.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2016

Read Second Time: _____, 2016

Read Third Time: _____, 2016

PASSED AND APPROVED: _____, 2016.

I, _____, City Clerk of the City of Waukee, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2016, signed by the Mayor on _____, 2016, and published in the Des Moines Register on _____, 2016.

City Clerk, City of Waukee, State of Iowa

(SEAL)

01298309-1\21938-124

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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving a preliminary plat for Ashworth South Plat 1

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: Ashworth Properties, Inc., requests approval of a preliminary plat in order to plat two lots for commercial development and two outlots for future commercial development. The subject property is approximately 17 acres in area and located east of Grand Prairie Parkway, south of Ashworth Road. Access to the property will be provided off of Ashworth Road and Grans Prairie Parkway. Utilities will be extended to the property as part of the plat improvements.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT: The Planning and Zoning Commission reviewed this request on December 13, 2016 and recommended approval subject to remaining staff comments.

Approval of a Revised Preliminary Plat for Ashworth South Plat 1

Senior Planner, Andy Kass, introduced the request made by the applicant, Ashworth Properties LLC, for approval of a revised preliminary plat. The subject property is located within the Kettlestone Corridor and includes approximately 17 acres located on the east side of Grand Prairie Parkway and south of Ashworth Road. The properties was rezoned and a preliminary plat was approved by the Commission earlier in 2016. The applicant has since revised the layout of the lots and added an access off of Grand Prairie Parkway.

Mr. Kass explained that the revised preliminary plat includes 2 lots and 2 out lots. The lots range from 2.01 acres to 2.71 acres while the out lots range from 3.54 acres to 7.97 acres in area. All lots and outlots are intended for future commercial development. Mr. Kass stated that minimal street improvements are required for the developments as the only street improvement necessary at this time is a turn lane off of Ashworth Road. Access to the development would be from two right in right out access points from Grand Prairie parkway and a full access available off of Ashworth Road to the north of the site.

Mr. Kass advised that the access drive off of Ashworth Road will eventually extend south to SE Kettlestone Boulevard. This access road would be a 26 foot wide private access road will be constructed in the former right-of-way of Vermillion Court which was vacated by the City in 2015. A five foot sidewalk is identified on the west and north side of the access drive and a 10 foot wide trail will be installed across the property as part of the Kettlestone greenbelt trail system.

Mr. Kass stated that several easements are proposed within the plat based upon the location of proposed utilities, including but not limited to, easements for utilities and proposed ingress/egress easements to provide access to the lots. All utilities will be provided to lots 1 and 2 as part of plat improvements with Sanitary Sewer extended from Grand Prairie Parkway and Water service extended from Ashworth Road. The storm water in this plat will be detained in a temporary detention basin on the west side of the road on property which is also owned by the applicant until development allows detention in the future regional storm water retention basin.

At this time Staff Feels Comfortable with the proposal and would recommend approval of the revised preliminary plat for Ashworth Road south plat 1 subject to remaining staff comments. Commissioner Schmidt questioned where the full access point was on the development. Mr. Kass advised that it would be on the north boundary off of Ashworth Road. Director of Development Services, Brad Deets, added that another full access would be available to the south once the proposed private street had been extended.

Commissioner Hoifeldt asked for clarification on a dotted line depicted on the plat map. Mr. Kass advised it showed a utility easement on the property.

Commissioner Streit asked for clarification of the lot changes. Mr. Kass advised that the site was being proposed as 2 lots and 2 out lots instead of the original submitted proposal for 4 lots and no out lots.

Commissioner Schmidt clarified that until the road was fully developed, any traffic would have to route north to Ashworth Road in order to go south on Grand Prairie Parkway. Mr. Deets clarified that was correct. He also explained that there would be connecting ingress/egress easements making the flow of traffic similar to Mills Civic Parkway in West Des Moines once completed.

Commissioner Schmidt moved to approve the revised preliminary plat for Ashworth South Plat 1, subject to remaining staff comments. The motion was seconded by Commissioner Shanks. Ayes: Nigro, 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 ASHWORTH SOUTH PLAT 1 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 19th day of December, 2016, that the revised Preliminary Plat for Ashworth 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: Ashworth South Plat 1 – Revised Preliminary Plat

DATE: December 13, 2016

GENERAL INFORMATION:

Applicant: Ashworth Properties, Inc.

Requested Action: Preliminary Plat Approval

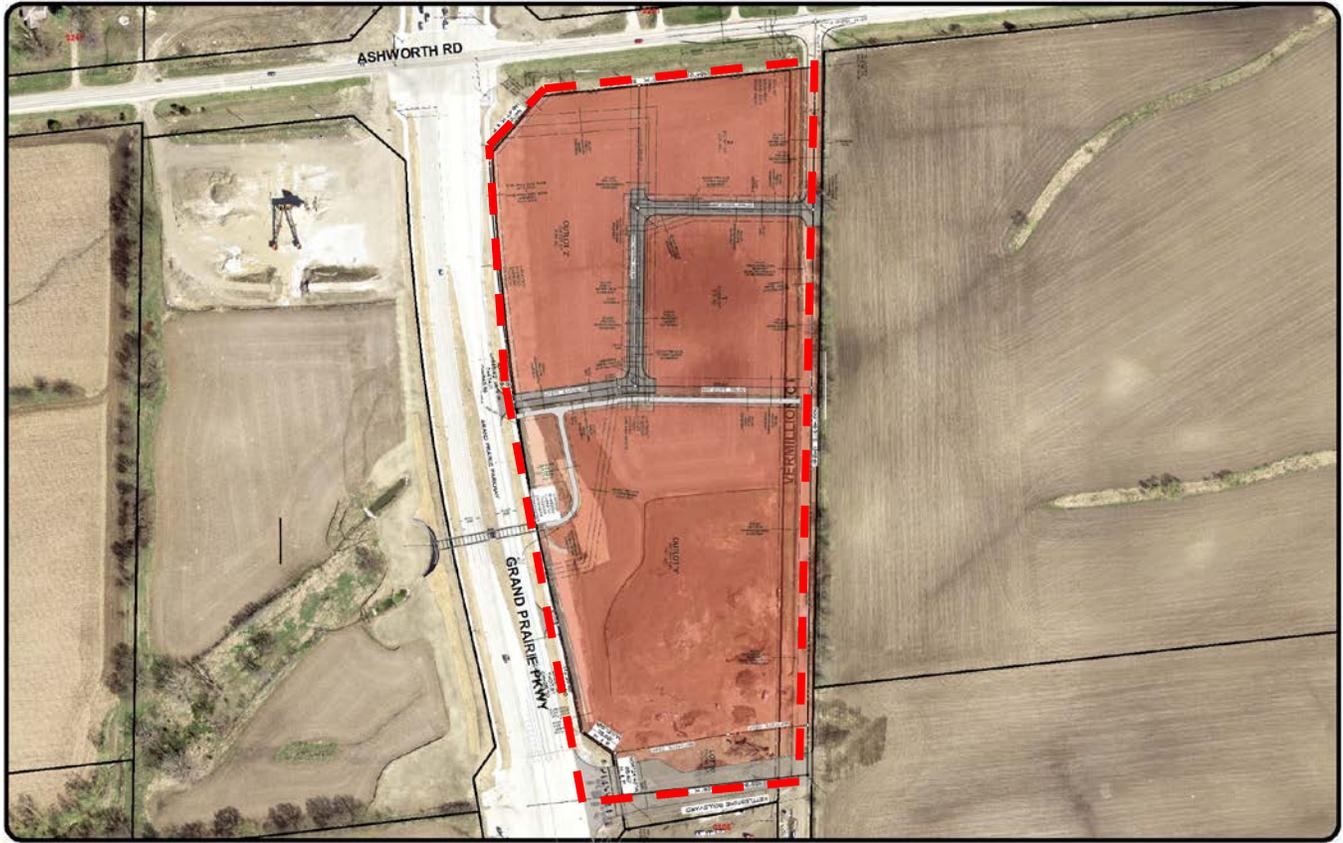
Location and Size: Property is generally located south of Ashworth Road and east of Grand Prairie Parkway and contains approximately 17.02 acres.

LAND USES AND ZONING:

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Undeveloped	Regional Retail	K-RR
North	Vacant	Community Retail	K-RC
South	Convenience Store - Kum & Go	Regional Retail	K-RR
East	Vacant	Regional Retail	A-1
West	Vacant	Regional Retail	A-1

BACKGROUND:

The subject property is located within the Kettlestone Corridor and includes approximately 17 acres located on the east side of Grand Prairie Parkway and south of Ashworth Road. Earlier this year the subject property was rezoned to K-RR (Kettlestone Retail Regional) and a preliminary plat was approved by the Commission. The applicant has since revised the layout of the lots and added an access off of Grand Prairie Parkway.



ABOVE: Aerial photo of proposed plat outlined in **RED** in relation to the surrounding properties

Project Description:

Lots:

The revised preliminary plat includes 2 lots and 2 outlots. The lots range in size from 2.01 acres to 2.71 acres. All lots are intended for commercial development. Outlot Z is 3.54 acres in area and Outlot Y is 7.97 acres in area, both are intended for future commercial development. The previous preliminary plat included 4 lots and 1 outlot.

Streets:

Minimal street improvements are required for this development. At this time the only street improvement necessary is a turn lane off of Ashworth Road. Access to the development would be from two right-in right-out access points from Grand Prairie Parkway and a full access from Ashworth Road on the north side of the site. The access drive off of Ashworth Road will eventually extend down to SE Kettlestone Boulevard to the south. The previous plat only identified one right-in right-out access off of Grand Prairie Parkway. The preliminary plat does identify the construction of a 26 foot wide private access road through the development.

A five foot sidewalk is identified on the west and north sides of the access drive. In addition, a 10 foot wide trail will be installed across the property. This trail is part of the Kettlestone greenbelt trail system.

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.

Utilities:

Utilities will be provided to Lots 1 and 2 as part of the plat improvements. Sanitary sewer will be extended from Grand Prairie Parkway. Water service will be extended from Ashworth Road.

Storm water in this plat will be detained in a temporary detention basin on the west side of the road on property that is also owned by the applicant. This water will eventually be detained in a future regional storm water retention basin.

STAFF RECOMMENDATION

At this time Staff feels comfortable with the proposal and would recommend approval of the revised Preliminary Plat for Ashworth South Plat I subject to remaining staff comments.

CITY OF WAUKEE

Andy Kass, AICP
Senior Planner



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

Project Name	Project Engineer/Manager	Project Type	City Contact
Ashworth Properties South	Jerry Oliver	Revised Preliminary Plat - Retail	Andy Kass

1st Review: November 10, 2016
2nd Review: November 29, 2016
3rd Review: December 13, 2016
 4th Review:

Civil Engineering Consultants, Inc.
 Attn: Jerry Oliver
 2400 86th Street Unit 12
 Des Moines, Iowa 50322

RE: Ashworth Properties South – Preliminary Plat

Dear Mr. Oliver:

Per your request, staff has reviewed the proposed preliminary plat for Ashworth Properties South which is located east of Grand Prairie Parkway and south of Ashworth Road. Based upon our review, staff has the following comments related to the preliminary plat:

COVER SHEET AND GENERAL COMMENTS

- ~~1. Please note this as a Revised Preliminary Plat.
 Engineers Response:~~
- ~~2. Provide IDNR Sanitary and Water permit.
 Engineers Response:~~
- ~~3. Provide a geotechnical exploration report.
 Engineers Response:~~
- ~~4. Staff would note that the developer will be required to sign a petition, contract, and waiver for future widening of Ashworth Road at the time of final platting of this project.
 Engineers Response:~~
- 5. Add a note indicating that the access off of Ashworth Road is only a temporary full access location and will become a right-in right-out access point when future improvements to Ashworth Road are made.**

Engineers Response

SHEET 2 | DIMENSIONS

- ~~6. The sanitary sewer easement crossing Outlot Z should be two times the depth of the sewer.
 Engineers Response:~~
- ~~7. Please label the radii for the access points.~~

Engineers Response:

8. Verify that all proposed and existing easements are indicated.

Engineers Response:

9. Building setback lines should be indicated.

Engineers Response:

10. Identify the pedestrian underpass on this sheet.

Engineers Response:

11. Provide a conceptual layout for improvements the property.

Engineers Response:

SHEETS 3 – 4 | GRADING AND UTILITIES

12. Verify that the valve spacing meets the minimum spacing requirement for commercial uses of 400 feet.

Engineers Response:

13. Provide information for installation of the 60-inch RCP proposed between existing ST #1.

Engineers Response:

14. Provide dimensions for the rip rap proposed for ST #1 and Outlet #1.

Engineers Response:

15. Please indicate locations of openings for Outlet #2, SW 513. **Provide this on the structure callout.**

Engineers Response:

16. A standpipe will need to be provided if the drainage area is over 10 acres to meet General Permit #2 requirements. **The standpipe information is currently under review. Staff will provide comments later if necessary. Staff is verifying the TSB calculations.**

Engineers Response

17. The pump station that is located at the existing flared end section will need to be removed and returned to the City of Waukee. Please note this on the plans.

Engineers Response:

18. Verify that the east flow line for the existing storm sewer is correct. **It appears this invert elevation is likely 1001.20 instead of 1010.20. Please revise if that is correct.**

Engineers Response:

19. Show the existing water main along Ashworth Road and move so that it is not under the new water main.

Engineers Response:

20. **Sanitary sewer will need to be extended to the east plat boundary to provide sanitary sewer access to the property owner to the east (Desert Trust). The sewer on SE Kettlestone Boulevard can serve the Swallow property to the south, however if the Desert Trust property develops first they will have no access to sanitary sewer. Sanitary sewer will be required to be extended to the east plat boundary so provide sanitary access for the property owned by Deseret Trust. The sanitary sewer along SE Kettlestone Boulevard does not provide access to the Deseret Trust property.**

Engineers Response

21. **The watermain along the former right-of-way of Vermillion Court should be extended to the 12-inch water main along SE Kettlestone Boulevard to provide a loop fed main. The remaining portions of watermain interior to the site shall be privately owned and maintained water main.**

VEENSTRA & KIMM COMMENTS

22. Show future sidewalk locations.

Engineers Response:

23. Show 60-inch storm sewer information west of Grand Prairie Parkway.

Engineers Response:

MISCELLANEOUS

24. Provide a copy of the Construction Site SWPPP Review Checklist signed by the SWPPP designer.

Engineers Response:

25. Provide a copy of the SWPPP Prepared for obtaining General Permit #2 coverage. **Updated comments provided by e-mail for information provided with this submittal.**

Engineers Response:

26. Provide a copy of the IDNR issued General Permit #2 authorization letter.

Engineers Response:

27. Complete COSESCO application and submit with \$250 fee for the first required quarterly COSESCO inspection.

Engineers Response:

28. The applicant will be required to provide the following as a part of the completion of the public improvements prior to approval of a final plat:

- a. ~~Post Construction What practices considered for this site?~~
- b. ~~Provide a site plan specific to the storm water management facilities of the property indicating the permanent measures utilized by the designer and requirements for maintenance of said facilities.~~
- c. ~~A maintenance covenant will need to be created and provided for review.~~
- d. ~~As built plans of all storm water management facilities on site and a certification statement signed by SWPPP designer indicating that facilities were constructed as designed will be required.~~

Engineers Response:

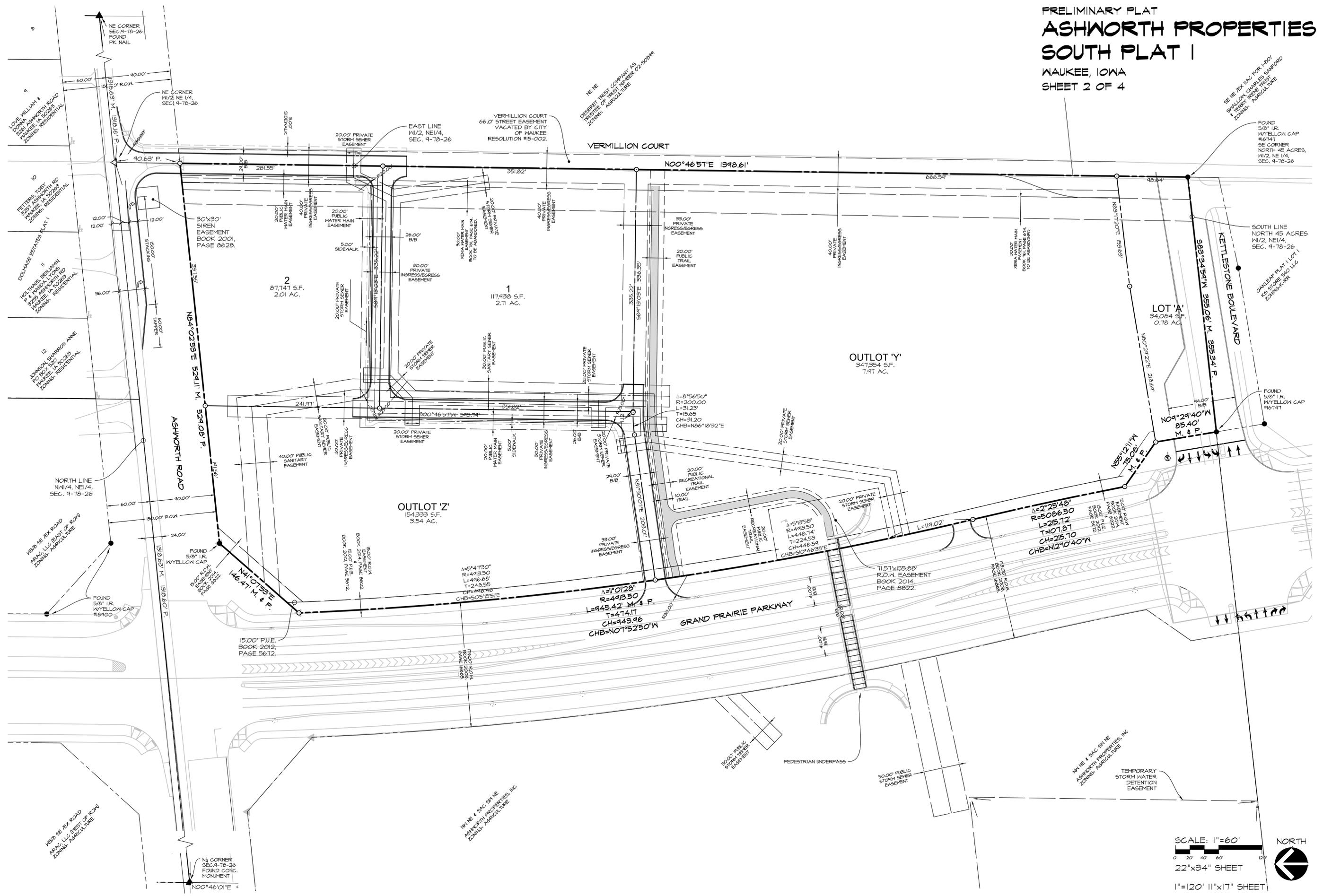
29. ~~Staff would request that the revised plans and comment response letter be provided in digital form (PDF) and hard copies with 5 full-sized hard copies delivered to Waukee City Hall. The PDF copy should be emailed. One additional hard copy set should be delivered directly to Veenstra and Kimm to the attention of Jordan Kappos.~~

Staff would anticipate forwarding this to the December 13th Planning & Zoning Commission Meeting. Please submit revisions no later than December 6th. 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

PRELIMINARY PLAT
ASHWORTH PROPERTIES
SOUTH PLAT 1
 WAUKEE, IOWA
 SHEET 2 OF 4



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



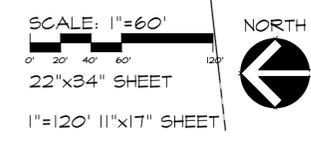
DATE:	REVISIONS	COMMENTS
OCTOBER 27, 2016	1	JULY 27, 2016
	2	AUGUST 8, 2016
	3	OCT 26, 2016
	4	NOV 3, 2016
	5	NOV 16, 2016
	6	DEC 6, 2016

DATE OF SURVEY: JFO
 DESIGNED BY: JFO
 DRAWN BY: MEH

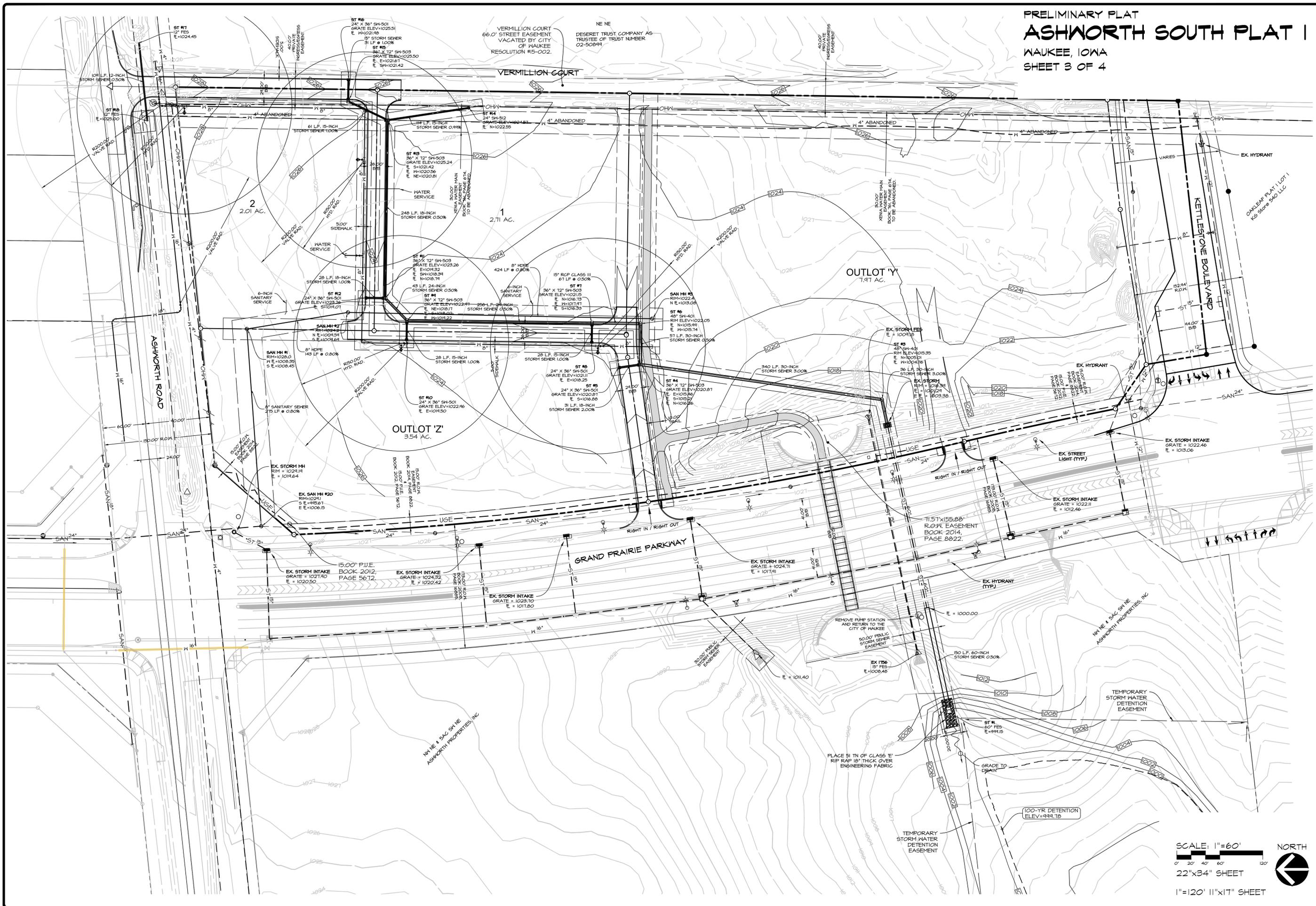
ASHWORTH SOUTH PLAT 1
 WAUKEE, IOWA

PRELIMINARY PLAT - DIMENSIONS

SHEET **02** OF 04
 E-7447



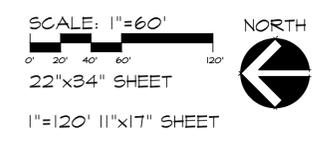
PRELIMINARY PLAT
ASHNORTH SOUTH PLAT 1
 WAUKEE, IOWA
 SHEET 3 OF 4



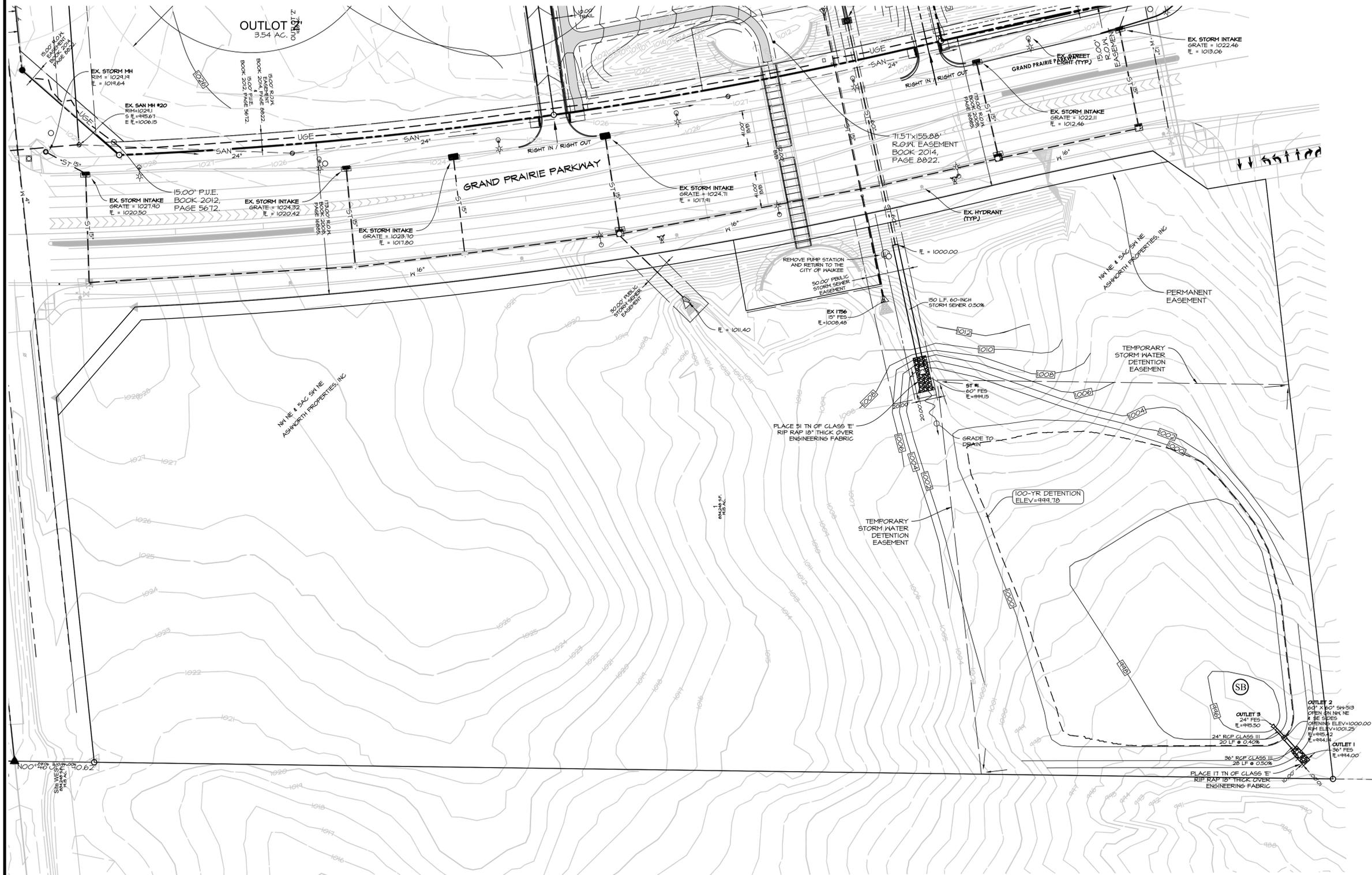
Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12, Des Moines, Iowa, 50322
 515.276.4884 · Fax: 515.276.7084 · mail@cecinc.com

DATE:	REVISIONS	COMMENTS
OCTOBER 27, 2016	1	JULY 27, 2016
	2	AUGUST 8, 2016
	3	OCT 25, 2016
	4	NOV 3, 2016
	5	NOV 21, 2016
	6	DEC 6, 2016

ASHNORTH SOUTH PLAT 1
 WAUKEE, IOWA
PRELIMINARY PLAT - GRADING & UTILITIES
 SHEET 03 OF 04
 E-7447



PRELIMINARY PLAT
ASHWORTH SOUTH PLAT I
 WAUKEE, IOWA
 SHEET 4 OF 4



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

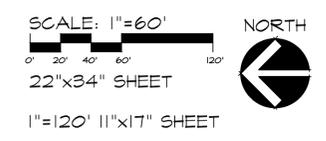


DATE:	REVISIONS	COMMENTS
OCTOBER 27, 2016	1	JULY 27, 2016
	2	AUGUST 8, 2016
	3	OCT 26, 2016
	4	NOV 3, 2016
	5	NOV 21, 2016
	6	DEC 6, 2016

DATE OF SURVEY: JFO
 DESIGNED BY: JFO
 DRAWN BY: MEH

ASHWORTH SOUTH PLAT I
 WAUKEE, IOWA
GRADING AND UTILITIES WEST

SHEET
04
 OF 04





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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving Amendment No. 1 to the Waukeee Standard Specifications for Public Improvements

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The Kettlestone Design Standards require all collector streets within the Kettlestone Development to install Kim Altitude Street Lights. The addendum specifies the design standards, cabinet and controller specifications, and pole and luminaires types for the Kim Altitude lights.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution
II. Waukeee Standard Specifications, Addendum No. 1

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 ADDENDUM NO. 1 TO STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, WAUKEE, IOWA, [KETTLESTONE STREET LIGHTS]

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 Waukee City Council has determined that certain minimum standards of construction for public improvements are needed and desirable to ensure quality control; **AND**,

WHEREAS, on August 15, 2016, the Waukee City Council approved and adopted the 2016 City of Waukee Standard Specifications for Public Improvements (Resolution #16-367); **AND**,

WHEREAS, City Engineer Veenstra & Kimm, Inc., has provided Addendum No. 1 to the Standard Specifications in order to specify the design standards, cabinet and controller specifications, and pole and luminaire types required along all specified collector streets within the area described within the Kettlestone Design Standards.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Addendum No. 1 of the document entitled Standard Specifications for Public Improvements, Waukee, Iowa, is hereby adopted.
2. These Standard Specifications shall be followed and used by the City in considering, permitting, inspecting, and otherwise dealing with the construction of public improvements within the City.
3. These Standard Specifications may, from time to time, be amended, changed, or altered by action of the City Council.
4. These Standard Specifications shall be used for all projects submitted after the date of adoption of this resolution.

Passed by the City Council of the City of Waukee, Iowa, and approved the 19th day of December, 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				

ADDENDUM NO. 1
TO
STANDARD SPECIFICATIONS
FOR
PUBLIC IMPROVEMENTS
WAUKEE, IOWA
2016

STANDARD SPECIFICATIONS
PART 2 – DESIGN STANDARDS

Page 2-13, under side heading "10. STREET LIGHTS" insert the following:

"10.1 All lighting within the Kettlestone corridor shown in Exhibit No. 2 following PART 11 – KETTLESTONE STREET LIGHTS shall conform to the standards in the Kettlestone Design Guidelines and PART 11 – KETTLESTONE STREET LIGHTS."

Renumber subsequent paragraphs.

PART 11 – KETTLESTONE STREET LIGHTS

Insert PART 11 – KETTLESTONE STREET LIGHTS included herewith.

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.

Signed:

Date:



Jordan Kappos 12/14/2016
Jordan D. Kappos, P.E.
Iowa License No. 21146
My license renewal date is December 31, 2017

Detailed parts covered by this seal:

PART 11 – KETTLESTONE STREET LIGHTS

INDEX

- | | |
|-------------------------|---------------------------|
| 1. GENERAL | 4. CABINET AND CONTROLLER |
| 2. DESIGN STANDARDS | 5. POLES AND LUMINAIRES |
| 3. UNDERGROUND PRODUCTS | |

1. GENERAL

- 1.1 This part of the specifications includes details for street lighting installed within the Kettlestone corridor shown in Exhibit No. 2 following PART 11 – KETTLESTONE STREET LIGHTS.

2. DESIGN STANDARDS

- 2.1 All lighting within the Kettlestone corridor shown in Exhibit No. 2 following PART 11 – KETTLESTONE STREET LIGHTS shall conform to the standards in the Kettlestone Design Guidelines and the specifications in this section.
- 2.2 All lighting on private property including lighting for buildings, parking lots and private streets shall conform to the City of Waukee Site Plan Ordinance.
- 2.3 All lighting on public streets shall conform to the design standards contained in the SUDAS Design Manual and the following standards:
- 2.4 Poles:
- 2.4.1 All new street light poles and appurtenances installed within the clear zone of any public street right-of-way shall be of a design to break-away when hit by a vehicle. The break-away design shall conform to the definitions of the U.S. Department of Transportation.
- 2.4.2 Street light poles shall be placed near all intersections, outside the sight triangle, for proper lumination of the intersection.
- 2.4.3 Locate poles in a straight line 3-feet to 6-feet behind the back of curb. Install poles plumb.
- 2.5 Fixtures:
- 2.5.1 All fixtures shall be full cut-off (no sag lenz).
- 2.5.2 All fixtures shall be supported by MidAmerican Energy unless otherwise approved by the City as a part of a development agreement related to special development characteristics of a subdivision.

- 2.5.3 Mounting height shall be 30 feet.
- 2.6 Provide photometric plan identifying all pole locations and project lighting levels with foot-candle measurements at 10' increments.
- 2.7 In cases where a homeowners association is created for a particular subdivision and includes the responsibility of on-going maintenance of street light poles and fixtures, a street lighting design utilizing unique poles and fixtures may be approved at the discretion of the City.
- 2.8 Street light design shall incorporate existing City infrastructure.
- 2.9 Street light pole spacing shall be as follows:

2.9.1 25' Back to Back with Luminaires 4-ft Offset

Fixture	Max Spacing (ft)	Average Illuminance (fc) (min = 0.4)	Uniformity Ratio E_{ave}/E_{min} (min = 6.0)	Veiling Luminance Ratio L_{max}/L_{avg} (min = 0.4)
Alt2P35-60L4K	180	0.37	1.85	0.37
Alt2P35-96L4K	175	0.57	1.54	0.39
Alt2P70-60L4K	186	0.60	1.94	0.38
Alt2P70-96L4K	202	0.90	2.81	0.40
Alt3P35-60L4K	153	0.40	1.74	0.32
Alt3P35-96L4K	184	0.58	1.76	0.39
Alt3P70-60L4K	193	0.54	2.45	0.38
Alt3P70-96L4K	194	0.96	3.00	0.39

2.9.2 25' Back to Back with Luminaires 6-ft Offset

Fixture	Max Spacing (ft)	Average Illuminance (fc) (min = 0.4)	Uniformity Ratio E_{ave}/E_{min} (min = 6.0)	Veiling Luminance Ratio L_{max}/L_{avg} (min = 0.4)
Alt2P35-60L4K	180	0.37	1.85	0.40
Alt2P35-96L4K	161	0.63	1.58	0.38
Alt2P70-60L4K	180	0.63	1.91	0.39
Alt2P70-96L4K	224	0.81	3.86	0.49
Alt3P35-60L4K	158	0.40	1.60	0.37
Alt3P35-96L4K	169	0.65	1.63	0.39
Alt3P70-60L4K	177	0.60	2.07	0.38
Alt3P70-96L4K	194	1.01	3.16	0.40

Kettlestone Street Lights

2.9.3 29' Back to Back with Luminaires 4-ft Offset

Fixture	Max Spacing (ft)	Average Illuminance (fc) (min = 0.4)	Uniformity Ratio E_{ave}/E_{min} (min = 6.0)	Veiling Luminance Ratio L_{max}/L_{avg} (min = 0.4)
Alt2P35-60L4K	180	0.37	1.85	0.40
Alt2P35-96L4K	173	0.58	1.53	0.39
Alt2P70-60L4K	226	0.49	4.08	0.50
Alt2P70-96L4K	233	0.76	4.75	0.50
Alt3P35-60L4K	158	0.40	1.74	0.35
Alt3P35-96L4K	169	0.65	1.76	0.39
Alt3P70-60L4K	174	0.60	1.76	0.39
Alt3P70-96L4K	196	1.00	3.23	0.39

2.9.4 29' Back to Back with Luminaires 6-ft Offset

Fixture	Max Spacing (ft)	Average Illuminance (fc) (min = 0.4)	Uniformity Ratio E_{ave}/E_{min} (min = 6.0)	Veiling Luminance Ratio L_{max}/L_{avg} (min = 0.4)
Alt2P35-60L4K	180	0.37	1.85	0.40
Alt2P35-96L4K	159	0.62	1.59	0.40
Alt2P70-60L4K	226	0.49	4.08	0.53
Alt2P70-96L4K	160	1.11	1.68	0.38
Alt3P35-60L4K	180	0.36	2.40	0.39
Alt3P35-96L4K	165	0.69	1.64	0.40
Alt3P70-60L4K	180	0.60	2.22	0.39
Alt3P70-96L4K	185	1.09	2.95	0.40

Kettlestone Street Lights

2.9.5 31' Back to Back with Luminaires 4-ft Offset

Fixture	Max Spacing (ft)	Average Illuminance (fc) (min = 0.4)	Uniformity Ratio E_{ave}/E_{min} (min = 6.0)	Veiling Luminance Ratio L_{max}/L_{avg} (min = 0.4)
Alt2P35-60L4K	108	0.62	1.94	0.28
Alt2P35-96L4K	165	0.60	1.54	0.40
Alt2P70-60L4K	165	0.66	1.74	0.39
Alt2P70-96L4K	173	1.02	1.65	0.40
Alt3P35-60L4K	105	0.60	1.82	0.29
Alt3P35-96L4K	165	0.68	1.79	0.39
Alt3P70-60L4K	180	0.59	2.19	0.38
Alt3P70-96L4K	189	1.05	2.84	0.40

2.9.6 31' Back to Back with Luminaires 6-ft Offset

Fixture	Max Spacing (ft)	Average Illuminance (fc) (min = 0.4)	Uniformity Ratio E_{ave}/E_{min} (min = 6.0)	Veiling Luminance Ratio L_{max}/L_{avg} (min = 0.4)
Alt2P35-60L4K	108	0.61	1.91	0.29
Alt2P35-96L4K	150	0.65	1.67	0.40
Alt2P70-60L4K	150	0.72	1.80	0.38
Alt2P70-96L4K	157	1.12	1.70	0.40
Alt3P35-60L4K	108	0.60	1.88	0.29
Alt3P35-96L4K	150	0.77	1.67	0.38
Alt3P70-60L4K	150	0.72	1.67	0.38
Alt3P70-96L4K	187	1.09	2.87	0.40

3. UNDERGROUND PRODUCTS

3.1 Handholes:

3.1.1 General:

- 3.1.1.1 Cable Hooks: Provide four galvanized steel cable hooks with a minimum diameter of 3/8 inch and a minimum length of 5 inches.

- 3.1.1.2 Granular Base: Comply with the following gradations; however, the Engineer may authorize a change in gradation, subject to materials available locally at the time of construction.

Sieve	Percent Passing
2"	100
1 1/2"	80 to 90
1"	15 to 20
3/4"	0 to 0.5

- 3.1.1.3 Cover: Include "LIGHTING", as shown on the plans, as a message on the cover.

- 3.1.2 Precast Concrete Handhole:

- 3.1.2.1 Pipe: Comply with ASTM C 76. Minimum Class III, Wall B (Iowa DOT Class 2000D). Four, 8 inch knockouts (conduit entrance points) equally spaced around the handhole.

- 3.1.2.2 Casting: Gray cast iron and certified according to requirements of AASHTO M 306 for a 16,000 pound proof-load (HS-20).

- 3.1.3 Composite Handhole and Cover: Precast polymer concrete handholes shall be stackable with a minimum depth of 24 inches and an "open" bottom, unless otherwise specified in the plans. Composed of mortar consisting of sand, gravel, and polyester resin reinforced by a woven glass fiber mat or of resin mortar and fiberglass, shall meet or exceed all appropriate ANSI/SCTE 77 tests and requirements. Ensure the cover satisfies loading requirements of ANSI Tier 15. Provide a skid resistant surface on the cover. Provide two 3/8-16 UNC stainless steel hex head bolts with washers.

- 3.2 Conduit:

- 3.2.1 General:

- 3.2.1.1 Furnish weatherproof fittings of identical or compatible material to the conduit. Use standard factory elbows, couplings, and other fittings.

- 3.2.1.2 Use a manufactured conduit sealing compound that is readily workable material at temperatures as low as 30°F and will not melt or run at temperatures as high as 300°F.
- 3.2.2 Steel Conduit and Fittings:
 - 3.2.2.1 Comply with ANSI C80.1, latest revision.
 - 3.2.2.2 Use weatherproof expansion fittings with galvanized, malleable iron, fixed and expansion heads jointed by rigid steel conduit sleeves. As an option, the fixed head may be integral with the sleeve, forming a one piece body of galvanized malleable iron.
 - 3.2.2.3 Provide steel bushings.
- 3.2.3 Plastic Conduit and Fittings:
 - 3.2.3.1 PVC:
 - 3.2.3.1.1 PVC Schedule 80 plastic conduit and fittings complying with NEMA TC-2 (pipe), NEMA TC-3 (fittings), and UL 651 for Schedule 80 heavy wall type.
 - 3.2.3.1.2 Solvent welded, socket type fittings, except where otherwise specified in the contract documents.
 - 3.2.3.1.3 Threaded adaptors for jointing plastic conduit to rigid metal ducts.
 - 3.2.3.1.4 Provide bell end fittings or bushings.
 - 3.2.3.2 HDPE:
 - 3.2.3.2.1 UL Listed, comply with ASTM F 2160 (conduit) and ASTM D 3350 (HDPE material), SDR 13.5.
 - 3.2.3.2.2 Use red colored conduit or color as specified in the plans.
 - 3.2.3.2.3 Continuous reel or straight pieces to minimize splicing.

- 3.2.3.2.4 For dissimilar conduit connections, provide an adhesive compatible with both materials.
- 3.3 Wiring and Cable: Provide wire that is plainly marked on the outside of the sheath with the manufacturer's name and identification of the type of the cable.
 - 3.3.1 General:
 - 3.3.1.1 Shall be rated 600 volts minimum.
 - 3.3.2 Power Cable: Comply with Article 4185.12 of the Standard Specifications.
 - 3.3.3 Tracer Wire: Comply with #12 AWG, single conductor, stranded copper, Type thermoplastic high-heat nylon-coated (THHN), with UL approval, and an orange colored jacket.
- 3.4 Footings:
 - 3.4.1 Concrete Footing:
 - 3.4.1.1 Use Class C structural concrete complying with Section 2403 of the Standard Specifications.
 - 3.4.1.2 Reinforcing steel shall be the type and size as shown on the plans and shall conform to the requirements of Section 2404 of the Standard Specifications.
 - 3.4.1.3 Use uncoated reinforcing steel complying with Section 4151 of the Standard Specifications.
 - 3.4.2 Power Installed Foundation:
 - 3.4.2.1 All material made of steel or iron, hot dipped galvanized complying with ASTM A 123 or ASTM A 153.
 - 3.4.2.2 Shaft complying with ASTM A 53 Schedule 40, Grade B, or ASTM A 501 or ASTM A 252 Grade 2.
 - 3.4.2.3 Base Plate complying with ASTM A 36.
 - 3.4.2.4 Helix complying with ASTM A 29.
 - 3.4.2.5 Pilot complying with ASTM 575.

3.5 Bonding and Grounding:

- 3.5.1 Provide Type L-1 connector at each pole footing base as shown in Slip Base detail in Iowa Department of Transportation Standard Road Plan LI-142 – Electrical Installation (Bases).
- 3.5.2 Ground Rods: Provide 5/8 inch by 10 foot copper clad, steel ground rod at each pole and controller footing.
- 3.5.3 Bonding Jumper or Connecting Wire: Provide #6 AWG bare conductor, copper wire.

4. CABINET AND CONTROLLER

4.1 Lighting Control Cabinet, and Auxiliary Equipment: Comply with the latest edition of NEMA TS1 or TS2 standards.

4.1.1 Control Cabinet:

- 4.1.1.1 Unpainted aluminum cabinet according to NEMA standards.
- 4.1.1.2 Aluminum cabinet riser with same dimensions as cabinet, 18 inch height and matching finish on the lighting cabinet, as specified in the contract documents.
- 4.1.1.3 Maintenance panel on inside of the main door containing the following test switch.
- 4.1.1.4 Heavy-duty clear plastic envelope attached to inside wall of cabinet or cabinet door, for cabinet wiring diagrams, 12 inches by 18 inches minimum.
- 4.1.1.5 GFI electrical outlet and lamps in accessible location near the front of the cabinet. GFI outlet fused separately from main AC circuit breaker. Two LED cabinet lamps connected and fused with GFI outlet.
- 4.1.1.6 Power protection devices including AC power circuit breakers, and lightning and surge protectors.
 - 4.1.1.6.1 Main AC line breaker, two pole, nonadjustable, 100A, UL listed.

- 4.1.1.6.2 Four branch circuit breakers, 2-pole rated for 30A.
- 4.1.1.6.3 Lightning arrestor/surge protectors capable of withstanding repeated (minimum of 25) 30,000 ampere surges.
- 4.1.1.6.4 100A meter socket as specified by local utility.
- 4.1.1.7 Neatly train wiring throughout the cabinet. Bundle and attach wiring to interior panels using nonconductive clamps or tie-wraps.

5. POLES AND LUMINAIRES

5.1 Luminaires

5.1.1 Kim Lighting Altitude Luminaires:

- 5.1.1.1 Type III light distribution as specified on plans.
- 5.1.1.2 LED drive current 700mA.
- 5.1.1.3 240VAC.
- 5.1.1.4 4000k color temperature.
- 5.1.1.5 Custom color RAL7043.
- 5.1.1.6 Photocell receptacle.
- 5.1.1.7 Warranty 10 years for complete product.

5.1.2 Mounting Hardware:

- 5.1.2.1 Horizontal slipfitter mounting hardware for 2 inch arm.

5.2 Poles and Mast Arms:

5.2.1 General:

- 5.2.1.1 Mast arm length and vertical pole height as specified in the contract documents.

- 5.2.1.2 Provide non-shrink grout (complying with Materials I.M. 491.13) or a rodent guard (complying with Materials I.M. 443.01) for placement between the pole base and the foundation.
- 5.2.1.3 Custom color RAL7043.
- 5.2.2 Pole Design:
 - 5.2.2.1 Designed to support the loading necessary for all lighting equipment. Capable of withstanding winds up to 80 MPH with a 1.3 gust factor without failure.
 - 5.2.2.2 Continuous tapered, 8" round, aluminum poles with slip base mounting. Fabricated from 6063-T6 aluminum alloy.
 - 5.2.2.3 Provide a handhole and cover in the pole shaft for cable access. Secure the cover to the base with simple tools. Hardware to be corrosion resistant.
 - 5.2.2.4 Provide a 12 foot luminaire mounting arm and 34 inch banner arm on each pole.
- 5.2.3 Hardware:
 - 5.2.3.1 Equipped with all necessary hardware and anchor bolts to provide for a complete installation without additional parts.
 - 5.2.3.2 Anchor bolts complying with ASTM F 1554 Grade 105, hot dip galvanized and threaded a minimum of 6 inches at one end and have a 4 inch long, 90 degree bend at the other end.
 - 5.2.3.3 Washers complying with ASTM F 436.
 - 5.2.3.4 Heavy hex nuts complying with ASTM A 563.
 - 5.2.3.5 All hardware made of steel, hot dipped galvanized complying with ASTM F 2329, or ASTM B 695, Class 50, Type I, or electrodeposited coated of the same coating thickness and designed for this purpose.

5.2.4 wiScape Control:

- 5.2.4.1 Hubbell Automation wiScape External Fixture Module (WIR-RME-L) installed at each luminaire using the photocell receptacle.

EXHIBIT NO. 2



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

MEETING DATE: December 19, 2016

AGENDA ITEM: Consideration of approval of a resolution approving pet license replacement and late renewal fees

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: PetData, the company with which the City has contracted for pet licensing services, recommends the inclusion of tag replacement and late renewal fees in order to cover costs and encourage compliance. City staff finds this reasonable and recommends fees of \$5.00 per license for replacement tags and \$10.00 per license for late renewal.

The City's licensing module with PetData is currently under development and will not launch until February 2017; as a result, 2017 late renewal fees will not be assessed until May 1. In future years, those late fees will be charged beginning March 1.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$5.00 per license for replacement tags; \$10.00 per license for late renewal.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT: City staff recommends the addition of replacement tag and late renewal fees.

RECOMMENDATION: Approve the resolution.

ATTACHMENTS: I. Proposed Resolution

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 16-

APPROVING PET LICENSE REPLACEMENT AND LATE RENEWAL FEES

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 November 7, 2016, the Waukee City Council approved a contract with PetData for online pet licensing, database management, license mailing and renewals, and customer support (Resolution #16-481); **AND**,

WHEREAS, as part of the fee structure related to pet licensing, City staff recommends approval of a replacement tag fee of \$5.00 per license and a license renewal late fee of \$10.00 per license
AND,

WHEREAS, said fees shall be incorporated into the FY2016-2017 Fee Schedule.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 19th day of December, 2016, that it hereby approves pet license replacement and late renewal fees.

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				