

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: December 14, 2015

time: 5:30 P.M.

MAYOR	STEVEN K. GAER	CITY MANAGER.....	TOM HADDEN
COUNCILMEMBER AT LARGE	RICK MESSERSCHMIDT	CITY ATTORNEY.....	RICHARD SCIESZINSKI
COUNCILMEMBER AT LARGE	JIM SANDAGER	CITY CLERK.....	RYAN JACOBSON
COUNCILMEMBER 1 ST WARD	KEVIN L. TREVILLYAN		
COUNCILMEMBER 2 ND WARD	JOHN MICKELSON		
COUNCILMEMBER 3 RD WARD.....	RUSS TRIMBLE		

1. Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda

Oath of Office

- a. City Council

2. Citizen Forum

(Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)

3. Mayor/Council/Manager Report/Other Entities Update

- a. Recognition of Public Works Staff

4. Consent Agenda

- a. Motion - Approval of Minutes of November 30, 2015 Meeting
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 1. 7 Stone, LLC d/b/a 7 Stone, 9350 University Avenue - Class BW Permit with Sunday Sales - Renewal
 2. Lakes Venture, LLC d/b/a Fresh Thyme Farmers Market, 2900 University Avenue, Suite E - Class BC Permit with Carryout Wine and Sunday Sales - New
 3. LLK Inc. d/b/a Funny Bone Comedy Club & Restaurant, 560 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 4. Hy-Vee, Inc., d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway, 2nd Floor Meeting Room - Class BW Permit with Sunday Sales - Renewal
 5. Lovely Food Mart, Inc. d/b/a Indian Grocery, 6630 Mills Civic Parkway, Suite 3110 - Class BC Permit with Sunday Sales - New
 6. J.P. Parking Inc. d/b/a J.P. Parking Inc., 6220 Raccoon River Drive - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal

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7. Sheroc, LLC d/b/a NYC Pizza Cafe, 6305 Mills Civic Parkway, Suite 3111 - Class BW Permit with Sunday Sales - Renewal
 8. I-35 Catering Company, Inc. d/b/a Sheraton West Des Moines, 1800 50th Street - Class LB Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 9. The Tangerine Food Company d/b/a The Tangerine Food Company, 1960 Grand Avenue, Suite #21 - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
 10. 205 Corporation d/b/a The Tavern, 205 5th Street - Class LC Liquor License with Sunday Sales - Renewal
 11. 205 Corporation d/b/a The Tavern Pizza Pasta Grill, 1755 50th Street - Class LC Liquor License with Sunday Sales - Renewal
- d. Motion - Approval of Lane Closure for Special Event - Lutheran Church of Hope Christmas Eve Services
- e. Motion - Approval of 2016-2017 Committee/Liaison Assignments
- f. Motion - Approval of Change Orders:
1. 318 5th Street Asbestos Abatement, #1
 2. 2015 PCC Patching Program, Phase 1, #2
- g. Motion - Approval of Bicycle Advisory Commission and Staff Recommendations - Complete Streets - Ashworth Road, west of Jordan Creek Parkway
- h. Motion - Approval of Variance to Comprehensive Plan - Major Collector Right-of-Way Widths - South 95th Street, Stagecoach Drive to Cascade Avenue
- i. Resolution - Approval of 2016 City Council Meeting Schedule
- j. Resolution - Approval to Renew Lease Agreement - 1100 Hoak Drive
- k. Resolution - Approval of Deer Management Zone - 1471 Army Post Road
- l. Resolution - Order Preparation of Plans and Specifications - Holiday Park Baseball Common Area
- m. Resolution - Approval of Amendment to 28E Agreement with City of Waukee - Joint Maintenance of Roads
- n. Resolution - Approval of 28E Agreement - University Avenue Improvement Project, I-35 to 22nd Street
- o. Resolution - Approval of Amendment to High Quality Jobs Program Contract - Contract with Outcomes, Inc.
- p. Resolution - Approval of High Quality Jobs Program Application - Project Madison
- q. Resolution - Approval to Add Sienna Ridge to the City's Solid Waste Collection Program and Approval and Acceptance of Hold Harmless Agreement
- r. Resolution - Acceptance of Temporary Construction Easements:
1. Community Center Interior Renovation Project
 2. Dollar Tree, 800 1st Street
- s. Resolution - Acceptance of Public Improvements - Aspen Valley Plat 1
- t. Resolution - Establish Just Compensation and Approve Acquisition of Property
1. Grand Avenue Siphon Conversion
 2. Northeast Basin Storm Sewer Improvements - Connection to 4th Street

- 3. Overhead Electric to Underground Conversion - South Side of Mills Civic Parkway from I-35 to South 60th Street
- u. Resolution - Establish Public Hearings Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property:
 - 1. South Grand Prairie Parkway - Raccoon River Drive to Madison Avenue
 - 2. Grand Avenue West Segment 6F Sewer Extension
 - 3. South Service Area Segment II - Brown's Woods Sewer
 - 4. Maple Grove Lift Station
 - 5. South Area Trunk Sewer Western Extension
- v. Resolution - Approval of Purchase Agreement and Easements - South 60th Street Improvement Project

5. Old Business

- a. Tallyn's Reach, northwest corner of South 88th Street and Sugar Creek Drive - Amend the Tallyn's Reach Planned Unit Development (PUD) to Modify Regulations to Accommodate Development of 250 Townhomes and Rowhouses and 60 Single Family Homes - Miller Land Partnership
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Coachlight Drive (south side), from South 84th Street to South 88th Street - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - Grand Avenue, from 1,268 feet south of Park Drive to South 50th Street - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

6. Public Hearings (5:35 p.m.)

- a. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 8D (Official Street Name Map) - Rename Portion of Army Post Road east of Veterans Parkway to Willow Creek Drive and Rename Willow Creek Street to Double Eagle Drive - City Initiated
 - 1. Ordinance - Approval of First Reading
- b. Amendment to City Code - Title 9 (Zoning), Various Chapters - Define and Establish Regulations Pertaining to Short-Term Rentals - City Initiated
 - 1. Motion - Continue Public Hearing to December 28, 2015
- c. Amendment to City Code - Title 9 (Zoning), Chapter 10 (Performance Standards) and Chapter 14 (Accessory Structures) - Establish Regulations Pertaining to Solar Energy Systems - City Initiated
 - 1. Motion - Continue Public Hearing to January 11, 2016

7. New Business

- a. Grand Valley Plat 1, northeast corner of South 35th Street and Grand Avenue - Plat Property into 20 Single Family Lots, 17 Outlots, and One Street Lot - Engel Associates, Inc.
 - 1. Resolution - Approval and Release of Final Plat
- b. Friends of the Library Tale Trail, Ashawa Park Trail - Install Series of Permanent Stations with Sections of Children's Books in Cement and Placed Along the Trail - West Des Moines Library Friends Foundation
 - 1. Resolution - Approval of Minor Modification
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations), Section 1 (Parking Prohibited) - Parking on City Right-of-Way and Driveway Approach - City Initiated
 - 1. Ordinance - Approval of First Reading
- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - Grand Prairie Parkway and I-80 Ramps - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

- a. 1st Street Redevelopment, southwest corner of 1st Street and Grand Avenue - Amend the Planned Unit Development (PUD) to Add an Additional Property and Amend Setback Requirements - City Initiated (Refer to Plan and Zoning Commission)
- b. Amendment to City Code - Title 9 (Zoning), Chapter 1 (Entitlements - Process and Procedures), Section 8 (Entitlements) - Minor Modifications to Entitlements - City Initiated (Refer to Plan and Zoning Commission)

9. Other Matters

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

1. 2015-16 FY Operating and Capital Budget - Preliminary Background
2. Other Matters

The City of West Des Moines 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 222-3600 to have accommodations provided.

November 30, 2015

West Des Moines City Council Proceedings
Monday, November 30, 2015

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, November 30, 2015 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

On Item 1. Agenda. It was moved by Messerschmidt, second by Trevillyan approve the agenda as presented.

Vote 15-519: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 2. Public Forum: No one came forward.

On Item 3. Council/Manager/Other Entities Reports:

Sally Dix, Executive Director of Bravo Greater Des Moines, thanked the City for its support and presented an update of the organization's activities.

Dr. Rob Denson, representing the Greater Dallas County Development Alliance, gave a report on the Alliance's recent activities and thanked the City for its continuing membership and support.

Council member Trevillyan reported the Metro Waste Authority is studying the possibility of having residents include their yard waste with their garbage for collection, and further information on the subject will be shared during a presentation at a future Council meeting.

Council member Trimble reported the Finance and Administration Subcommittee met and reviewed the proposed fleet management software contract, the proposed certification of costs for South 93rd Street, and a \$125,000 grant awarded to the City by the Iowa DNR towards the purchase of a new fire truck. He also reported WDM Human Services has served a total of 1,518 households since the start of this fiscal year, including 447 households receiving a Thanksgiving meal, and in partnership with Lutheran Services of Iowa they will begin providing ESL classes in January. WDM Human Services has also established a the Friends of WDM Human Services, a 501(c)(3) organization intended to raise money towards WDM Human Services.

Council member Mickelson reported there will be a ribbon cutting ceremony tomorrow for the opening of the Grand Prairie Parkway interchange at I-80.

Council member Messerschmidt reported the Public Works Subcommittee met and discussed snow removal operations, the status of construction projects with the end of construction season approaching, and the recently released updated FEMA flood maps.

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Council member Trimble also reported the Parks and Recreation Advisory Board met and approved the Friend of the West Des Moines Public Library to install a "Tale Trail" which is made up of stations, each telling a portion of a story, posted along a public trail.

On Item 4. Consent Agenda.

Council members pulled Item 4(e) for discussion. It was moved by Trimble, second by Trevillyan to approve the consent agenda as amended.

- a. Approval of Minutes of November 16, 2015 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Bonefish Grill, LLC d/b/a Bonefish Grill, 650 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 2. Bravo Brio Restaurant Group, Inc. d/b/a Bravo Cucina Italiana, 120 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 3. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - December 16-17, 2015
 - 4. Kum & Go, L.C., d/b/a Kum & Go #2035, 7265 Vista Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
- d. Approval of 2014-15 FY Tax Increment Financing Report
- f. Approval of Purchase of Fleet Management Software
- g. Approval of Memorandum of Agreement - DMARC Food Pantry
- h. Approval of Change Orders:
 - 1. Raccoon River Park Entrance Trail and Soccer Trail, #1
 - 2. 2014 Concrete Trail Renovation Project, #2
 - 3. Pine Avenue Improvements - South 8th Street to End of Paving, #2
- i. Approval of Contract - Computer Aided Dispatch Software and Law Enforcement Records Management Software
- j. Approval of Contract Agreement Renewal - Park Security Services
- k. Approval of Grant Agreement - Iowa Department of Natural Resources Clean Diesel Grant
- l. Approval of Electrical Service Upgrade - 318 5th Street Building Renovation
- m. Order Preparation of Plans and Specifications - 39th Street and EP True Parkway Park Design and Engineering
- n. Accept Work:
 - 1. 2014 Concrete Trail Renovation Project
 - 2. Grand Avenue Trail - Raccoon River Park to Fuller Road
 - 3. Raccoon River Park Entrance Trail and Soccer Trail
 - 4. Library and Law Enforcement Center HVAC Improvements

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- o. Establish Consultation Meeting and Public Hearing - Amendment #1 to 4125 Westown Parkway Urban Renewal Area
- p. Approval of Agreement - Fox Creek Benefited Water District
- q. Acceptance of Certification of Costs for South 93rd Street, Acknowledgement of Development Agreement Compliance, and Certification of Tax Increment to Dallas County
- r. Proclamation - Human Rights Day - December 10, 2015

Vote 15-520: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 4(e) Approval of 2016-17 FY Tax Increment Financing Indebtedness and Certification Report

Council member Sandager requested clarification on the \$452,069 set aside for low and medium income housing.

Tim Stiles, Finance Director, explained that 38 percent of the revenue generated by the Woodland Hills Urban Renewal Area is obligated towards low and medium income housing, and the \$452,069, which makes up the 38 percent, is going towards the purchase of Phenix Elementary School and the housing project associated with it.

It was moved by Sandager, second by Trevillyan to approve Item 4(e) Approval of 2016-17 FY Tax Increment Financing Indebtedness and Certification Report.

Vote 15-521: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer recognized the members of the Human Rights Commission: Justine Morton, Frank Harty, Ila Plasencia, Bernell Edwards, and Sanjita Pradhan. He then read Proclamation - Human Rights Day.

On Item 5(a) Delavan Townhomes, 2101 Delavan Drive - Amend BEH II Planned Unit Development (PUD) to Allow Development of 16 Attached Townhome Units, initiated by Capital Homes of Iowa

It was moved by Trevillyan, second by Messerschmidt to consider the second reading of the ordinance.

Vote 15-522: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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It was moved by Trevillyan, second by Messerschmidt to approve the second reading of the ordinance.

Vote 15-523: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trevillyan, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

Vote 15-524: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Paradise Pointe, northeast corner of Mills Civic Parkway and South 68th Street - Amend the Specific Plan Ordinance to Increase the Number of Restaurant Uses and Square Footage Allowed within the Development, initiated by Jordan Creek Investments

It was moved by Trimble, second by Trevillyan to consider the second reading of the ordinance.

Vote 15-525: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Trevillyan to approve the second reading of the ordinance.

Vote 15-526: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trimble, second by Trevillyan to waive the third reading and adopt the ordinance in final form.

Vote 15-527: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - 88th Street and Ashworth Road (west intersection), initiated by the City of West Des Moines

It was moved by Trevillyan, second by Messerschmidt to consider the second reading of the ordinance.

Vote 15-528: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Messerschmidt to approve the second reading of the ordinance.

Vote 15-529: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trevillyan, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

Vote 15-530: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(d) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - Prairie View Drive from EP True Parkway to Blue Stem Circle, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Messerschmidt to consider the second reading of the ordinance.

Vote 15-531: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble 1 no
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Messerschmidt to approve the second reading of the ordinance.

Vote 15-532: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble 1 no
Motion carried.

It was moved by Trevillyan, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

Vote 15-533: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble 1 no
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Tallyn's Reach, northwest corner of South 88th Street and Sugar Creek Drive - Amend the

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Comprehensive Plan Land Use Map to Change approx. 14.6 acres from Medium Density and High Density Residential to Single Family Residential, approx. 12.6 acres from High Density to Medium Density Residential, and approx. 15.4 acres from Neighborhood Commercial to Medium Density Residential, and Reclassify Portions of Harper Lane and South 92nd Street from Minor Collector to Local Street, and Amend the Tallyn's Reach Planned Unit Development (PUD) to Modify Regulations to Accommodate Development of 250 Townhomes and Rowhouses and 60 Single Family Homes, initiated by Miller Land Partnership. He asked for the date the notice was published and the City Clerk indicated the notice was published on November 13, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and PUD amendment.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Approval of Comprehensive Plan Amendment.

Vote 15-534: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trimble, second by Messerschmidt to consider the first reading of the ordinance.

Vote 15-535: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the first reading of the ordinance.

Vote 15-536: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Public Safety Station 17 HVAC Improvements Project, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on November 11, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trevillyan, second by Messerschmidt to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract for the base bid to Two Rivers Group, Inc. and reject Alternates #1, #2, and #3.

Vote 15-537: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Burr Oaks Manor at Glen Oaks, 1575 and 1623 Burr Oaks Drive - Replat Lots 61 through 64 in Glen Oaks Plat 2 into Two Lots for Single Family Development, initiated by Charles and Wendy Drucker

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval and Release of Final Plat, subject to the applicant complying with all applicable City Code requirements.

Vote 15-538: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Coachlight Drive (south side), from South 84th Street to South 88th Street, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to consider the first reading of the ordinance.

Vote 15-539: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the first reading of the ordinance.

Vote 15-540: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - Grand Avenue, from 1,268 feet south of Park Drive to South 50th Street, initiated by the City of West Des Moines

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It was moved by Trimble, second by Messerschmidt to consider the first reading of the ordinance.

Vote 15-541: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Trevillyan to approve the first reading of the ordinance.

Vote 15-542: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8(a) Amendment to City Code - Title 9 (Zoning), Chapter 10 (Performance Standards) and Chapter 14 (Accessory Structures) - Establish Regulations Pertaining to Solar Energy Systems - City Initiated - Referred to Plan and Zoning

The Council discussed the concerns they would have regarding solar energy systems, specifically the aesthetics and where they should be located. The Council noted that they are not opposed to solar energy systems, but want to make sure the potential negative elements are addressed.

Lynne Twedt, Development Services Director, explained this item is being referred to the Plan and Zoning Commission to fulfill the requirement, even though there is not yet a proposed ordinance written to present to them. A memo for the Council explaining what the potential recommendations might be for all different types/locations for solar energy systems will be prepared, and the subject will be taken back to the Development and Planning Subcommittee for discussion prior to the Plan and Zoning Commission.

On Item 9 - Other Matters

Council member Trimble complimented staff on getting the new council chambers audio-visual system and voting software installed and working smoothly.

The meeting was adjourned at 6:28 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

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ATTEST:

Steven K. Gaer, Mayor

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4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

The following list(s) of municipal expenditures, all of which have been reviewed and authorized by the respective departments as being justified and properly due and the listing of which have been prepared by Finance departmental staff are being submitted to the City Council for approval:

Regular Bi-Weekly Claims	12/11/2015		\$ 1,333,127.44
			Total \$ Amount
EFT Claims	12/11/2015		\$ 202,610.18
			Total \$ Amount
Control Pay	12/11/2015		\$324,568.11
			Total \$ Amount
End of Month	-0-		\$ -0-
Manual Check	12/11/2015		\$35,000.32
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 14th day of December
2015

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
22963	ACS GOVERNMENT SYSTEMS	203863	12/14/15	5,100.00
27686	ADVANCE AUTO PARTS	203864	12/14/15	33.54
29128	ALLIANCE CONNECT	203865	12/14/15	12,226.00
28574	ALLIANCE CONSTRUCTION GR	203866	12/14/15	11,386.79
29481	ALIVINE & ASSOCIATES, INC	203867	12/14/15	2,880.00
01201	AMERICAN PLANNING ASSN	203868	12/14/15	5,519.00
28373	APPLE INC	203869	12/14/15	5,447.99
.10866	ARCHWAY SYSTEMS LLC	203870	12/14/15	25.00
22494	AREGES/STEVE	203871	12/14/15	2.00
.10867	BASS SECURITY SVCS INC	203872	12/14/15	125.00
29340	BENJAMIN DESIGN COLLABOR	203873	12/14/15	5,947.50
29340	BENJAMIN DESIGN COLLABOR	203874	12/14/15	49,055.92
29342	BOHNSACK & FROMMELT, LLP	203875	12/14/15	2,324.00
29508	BOLTON & MENK INC	203876	12/14/15	1,022.50
29508	BOLTON & MENK INC	203877	12/14/15	11,933.00
29508	BOLTON & MENK INC	203878	12/14/15	5,077.50
22371	BONNIE'S BARRICADES	203879	12/14/15	22,967.50
28011	BOUND TREE MEDICAL, LLC.	203880	12/14/15	66.00
.10881	BREWARD EXTRADITIONS INC	203881	12/14/15	496.30
03220	BREWICK/MARK	203882	12/14/15	776.61
27889	BROWN EQUIPMENT	203883	12/14/15	78.78
29621	BROWN/KIRBY	203884	12/14/15	639.95
28955	BRYAN/ALICE	203885	12/14/15	120.00
24151	BRYAN/JASON	203886	12/14/15	87.50
28400	BULSEYE TRUCKING	203887	12/14/15	147.96
27960	CAIHOUN-BURNS FASSOCIATE	203888	12/14/15	1,558.56
27750	CAPEL'S ACE HARDWARE	203889	12/14/15	448.70
04250	CARPENTER UNIFORM CO	203890	12/14/15	42.89
25445	CDW GOVERNMENT, INC.	203891	12/14/15	526.73
24447	CENTRAL IOWA READY-MIX	203892	12/14/15	617.51
28539	CENTRAL SALT LLC	203893	12/14/15	318.00
25942	CENTURY LINK	203894	12/14/15	37,027.37
19700	CENTURYLINK	203895	12/14/15	367.48
05050	CITY OF URANDALE	203896	12/14/15	4,577.66
05350	CLIVE POWER EQUIPMENT	203897	12/14/15	37.23
29947	COLLECTIVE DATA	203898	12/14/15	435.68
27262	COMMUNICATIONS TECHNOLOG	203899	12/14/15	40,125.00
29116	CONCRETE COMPANY/THE	203900	12/14/15	63,572.73
28056	CONTINUUM RETAIL ENERGY	203901	12/14/15	153,163.75
27403	CONTRACTOR SALES & SERVI	203902	12/14/15	3,009.45
05885	CORELL CONTRACTOR INC	203903	12/14/15	374.85
26823	COSTCO	203904	12/14/15	96,414.17
.10868	CREEKSIDE GLYNN	203905	12/14/15	106.66
29946	DES MOINES COMMITTEE	203906	12/14/15	50.00
29194	DETECTION INSTRUMENTS CO	203907	12/14/15	250.00
07700	DICKEY/PHIL	203908	12/14/15	105.49
07840	DMACC	203909	12/14/15	1,724.00
		203910	12/14/15	30.00

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BANK	VENDOR	CHECK#	DATE	AMOUNT
INAT FIRST NATIONALBANK				
24992	DOGGETT/RICHARD	203911	12/14/15	180.00
26075	DOHERTY'S FLOWERS	203912	12/14/15	55.48
29492	DOMLING/CONNIE	203913	12/14/15	402.50
23025	EDMONDSON/JERRY	203914	12/14/15	1,630.00
24746	ELDER CORPORATION	203915	12/14/15	7,840.00
24746	ELDER CORPORATION	203916	12/14/15	7,908.75
08530	ELECTRICAL ENGINEERING &	203917	12/14/15	28,500.00
27039	EMBARKIT, INC.	203918	12/14/15	48.93
26083	EMSLIRC	203919	12/14/15	50.00
27012	FASTENAL COMPANY	203920	12/14/15	32.00
28166	FINKEN/JOE	203921	12/14/15	619.60
27575	GASS/CAROL	203922	12/14/15	84.43
28690	GIAMPOLLO/ANTHONY	203923	12/14/15	82.80
10800	GRAYBAR ELECTRIC CO INC	203924	12/14/15	169.77
10950	GRIMES ASHPALT & PAVING	203925	12/14/15	862.17
25728	HAHN/JENNIFER	203926	12/14/15	345.80
.10865	HALLENBECK/COURTNEY	203927	12/14/15	2,000.00
11200	HAWK METAL PRODUCTS INC	203928	12/14/15	75.00
29256	HAWKEYE TRUCK EQUIPMENT	203929	12/14/15	90.00
29256	HCONN, INC.	203930	12/14/15	920.00
25065	HDR ENGINEERING, INC.	203931	12/14/15	3,562.50
24065	HEARTLAND CO-OP	203932	12/14/15	36,295.68
29783	HOME DEPOT CREDIT SERVIC	203933	12/14/15	356.60
.10871	I WORK & PLAY-PRO LINES	203934	12/14/15	258.27
24944	IES/CIC	203935	12/14/15	296.15
.10870	ITMSA - PUBLIC SAFETY	203936	12/14/15	90.00
.10877	INSTITUTE OF	203937	12/14/15	600.00
12552	INVISIBLE FENCE	203938	12/14/15	292.00
26535	IOWA ASSN OF BLDG OFFICIT	203939	12/14/15	177.92
12760	IOWA DEPT OF ADMIN SERVIC	203940	12/14/15	190.00
13100	IOWA DEPT OF TRANSPORTAT	203941	12/14/15	500.00
.10874	IOWA PRISON INDUSTRIES	203942	12/14/15	59.52
29878	IOWA STATE UNIVERSITY	203943	12/14/15	2,490.00
13300	J&K CONTRACTING LLC	203944	12/14/15	49,425.00
28284	JACOBSEN AUTO BODY	203945	12/14/15	49,022.56
22184	JCG LAND SERVICES, INC.	203946	12/14/15	11,094.73
28521	JIM'S JOHNS	203947	12/14/15	31,437.15
29826	JOINER CONSTRUCTION CO.,	203948	12/14/15	43,642.00
29498	JORDAN CREEK CAR WASH	203949	12/14/15	510.00
29850	KALDENBERG'S PBS LANDSCA	203950	12/14/15	6.50
27871	KTJ 201 LLC	203951	12/14/15	230.00
.10880	LASER RESOURCES	203952	12/14/15	20,315.43
82305	LEERBURG ENTERPRISES INC	203953	12/14/15	3,331.95
29517	LEGAL DIRECTORIES PUBLIS	203954	12/14/15	404.98
29945	LEXISNEXIS	203955	12/14/15	59.75
28610	LIEDMAN/JAY	203956	12/14/15	367.50
	LT LEON ASSOCIATES, INC	203957	12/14/15	19,600.00
		203958	12/14/15	3,025.00

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BANK	VENDOR	CHECK#	DATE	AMOUNT
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29940	MCCORMICK/TERRY	203959	12/14/15	14,100.00
29829	MCGIVERN/LEIGH	203960	12/14/15	4,455.00
29846	MCGREGGER CORPORATION	203961	12/14/15	12,864.90
.10876	MCLAIN/ADRIAN	203962	12/14/15	1,005.00
26066	MEDIACOM	203963	12/14/15	11.47
29208	MERCY WEST PHARMACY	203964	12/14/15	1,268.01
15195	MID-STATE DISTRIBUTING C	203965	12/14/15	76.16
13030	MIDAMERICAN ENERGY	203966	12/14/15	24,307.79
13030	MIDAMERICAN ENERGY	203967	12/14/15	983.93
13030	MIDAMERICAN ENERGY	203968	12/14/15	94.37
13030	MIDAMERICAN ENERGY	203969	12/14/15	64,795.00
23492	MIDAMERICAN ENERGY	203970	12/14/15	5,090.80
25307	MOTOROLA	203971	12/14/15	739.20
29891	MURPHY TRACTOR & EQUIPME	203972	12/14/15	6,639.00
28124	NCP INC	203973	12/14/15	6,050.00
28810	NEBRASKA FURNITURE MART	203974	12/14/15	717.99
29816	NESTLINGEN, INC.	203975	12/14/15	5,500.00
.15884	NEVIRTH CONSTRUCTION IN	203976	12/14/15	12,661.50
15884	NORMALK READY CONCRETE	203977	12/14/15	488.00
28497	OFFICE DEPOT BUSINESS AC	203978	12/14/15	23.35
29239	OPN ARCHITECTS	203979	12/14/15	10,275.25
28970	OPTIMUM DATA, INC.	203980	12/14/15	6,597.19
23061	OSMANSON/MARK	203981	12/14/15	2,136.32
29936	PALMER GROUP	203982	12/14/15	85.59
29884	PALMER/BRIAN	203983	12/14/15	3,099.00
29941	PARADIGM GROUP LLC	203984	12/14/15	11,000.00
23062	PARKER/MONICA-LEE	203985	12/14/15	625.00
16370	PEARSON/DONALD	203986	12/14/15	11,000.00
29662	BG CONSTRUCTION, INC	203987	12/14/15	24,087.73
16560	PHILLIPS 66 CO	203988	12/14/15	36.23
29937	PI MIDWEST	203989	12/14/15	11,000.00
27144	POLK COUNTY TREASURER	203990	12/14/15	16,250.00
29560	POLYRAISE OF CENTRAL IOW	203991	12/14/15	5,591.13
23681	POBATH/ADAM	203992	12/14/15	1,644.03
28602	PRO WASTE SERVICES LLC	203993	12/14/15	295.16
29944	PROFESSIONAL DEVELOPERS	203994	12/14/15	320.00
29845	QUATRED	203995	12/14/15	267.22
28302	QUINDE/EMMELINE	203996	12/14/15	210.00
29263	RESOURCE CONSULTING ENGI	203997	12/14/15	24,327.00
29620	REXCO EQUIPMENT, INC.	203998	12/14/15	250.00
25241	RHINE GROUP FARMARS	203999	12/14/15	550.00
17625	RIEMENSCHNEIDER/CASSIDY	204000	12/14/15	17.82
29828	ROSS CHEMICAL	204001	12/14/15	247.90
18085	ROY'S TOWING AND RECOVER	204002	12/14/15	200.00
28473	SANDSTONE MANAGEMENT LTD	204003	12/14/15	6,553.66
	SEBESTA INC	204004	12/14/15	1,235.73
	SECRETARY OF STATE	204005	12/14/15	30.00
	SILVERSTONE GROUP, INC.	204006	12/14/15	4,600.00

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24711	SKOLD DOOR & FLOOR CO.	204007	12/14/15	1,348.00
29643	SPECIALTY GRAPHICS INC	204008	12/14/15	739.00
28433	SWINTON/ASHLEE	204009	12/14/15	630.00
29867	TDEI CABLE MAINTENANCE,	204010	12/14/15	3,217.75
25898	THOMAS/SCOTT	204011	12/14/15	69.23
29938	TM'S CUSTOM WOODWORKING	204012	12/14/15	4,600.00
29387	TYLER TECHNOLOGIES	204013	12/14/15	28,131.25
25814	UTPRAMAX	204014	12/14/15	19,778.40
22286	UNDERGROUND COMPANY/THE	204015	12/14/15	52,092.19
29213	UNION PACIFIC RAILROAD C	204016	12/14/15	88.58
.10873	UNITED HEALTHCARE	204017	12/14/15	45.70
29943	UNITED STATES POLICE CAN	204018	12/14/15	50.00
12950	UNITYPOINT HEALTH	204019	12/14/15	407.00
20250	VEENSTRA & KIMM INC	204020	12/14/15	415.00
20250	VEENSTRA & KIMM INC	204021	12/14/15	260.00
20250	VEENSTRA & KIMM INC	204022	12/14/15	16,476.58
20250	VEENSTRA & KIMM INC	204023	12/14/15	8,808.67
20250	VEENSTRA & KIMM INC	204024	12/14/15	5,170.00
20250	VEENSTRA & KIMM INC	204025	12/14/15	3,017.00
20250	VEENSTRA & KIMM INC	204026	12/14/15	9,578.06
20250	VEENSTRA & KIMM INC	204027	12/14/15	8,176.55
20250	VEENSTRA & KIMM INC	204028	12/14/15	6,804.00
20250	VEENSTRA & KIMM INC	204029	12/14/15	7,464.80
19725	VERIZON WIRELESS	204030	12/14/15	14,062.70
29045	VERMEER	204031	12/14/15	1,495.56
.10879	VIRGINIA CENTER FOR	204032	12/14/15	1,925.00
28646	WASTE MANAGEMENT OF IOWA	204033	12/14/15	60.00
24712	WAKEE COMMUNITY SCHOOLS	204034	12/14/15	3.95
23860	WELTER STORAGE EQUIPMENT	204035	12/14/15	5,994.00
27745	WES JARNAGIN, INC.	204036	12/14/15	8,001.00
20720	WEST DES MOINES CHAMBER	204037	12/14/15	4,440.00
20725	WEST DES MOINES COMM EDU	204038	12/14/15	4,070.00
21000	WEST DES MOINES WATER WO	204039	12/14/15	378.00
29050	WEX BANK	204040	12/14/15	220.00
.10875	WIESE/RON	204041	12/14/15	27.49
26216	WINTER EQUIPMENT CO. IN	204042	12/14/15	2,769.88
29939	1 MILLION CUPS OF DES MO	204043	12/14/15	1,000.00
22801	3M	204044	12/14/15	308.00

1,333,127.44

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90074	A TECH, INC.	8932	12/14/15	435.00
90023	ARNOLD MOTOR SUPPLY,LLP	8933	12/14/15	1,923.11
90068	BAUER BUTT	8934	12/14/15	3,560.44
90026	BENJAMIN/SUZANNE	8935	12/14/15	2,306.25
90124	BRAVO GREATER DES MOINES	8936	12/14/15	840.00
90029	BROWN TRAFFIC PRODUCTS	8937	12/14/15	130.95
90067	DESIGN ALLIANCE, INC.	8938	12/14/15	7,509.20
90015	EMC RISK SERVICES	8939	12/14/15	25,778.72
90042	ENTENMANN KOVIN-CO	8940	12/14/15	685.50
90077	ESHELMANN/JERRY	8941	12/14/15	196.00
90044	FBG SERVICE CORPORATION	8942	12/14/15	2,798.00
90158	FINESTEAD/MIKE	8943	12/14/15	12,701.66
90159	HENNING/CLAUDIA	8944	12/14/15	6,685.00
90051	HYDRO KLEAN, INC.	8945	12/14/15	1,996.80
90053	IOWA COMMUNITIES	8946	12/14/15	1,633.69
90054	IOWA DEPT OF PUBLIC SAFE	8947	12/14/15	2,604.00
90065	KECK, INC.	8948	12/14/15	15,589.77
90148	KELTER INC	8949	12/14/15	2,367.12
90061	KIRKHAM, MICHAEL, & ASSO	8950	12/14/15	4,024.51
90061	KIRKHAM, MICHAEL, & ASSO	8951	12/14/15	2,200.00
90087	MIDWEST WHEEL	8952	12/14/15	1,909.74
90110	NAPA	8953	12/14/15	10.07
90175	NEW WORLD SYSTEMS CORPOR	8954	12/14/15	1,690.86
90014	PREFERRED PEST CONTROL	8955	12/14/15	889.00
90150	RELIABLE MAINTENANCE	8956	12/14/15	900.00
90008	SHIVE-HATTERY	8957	12/14/15	43,028.71
90008	SHIVE-HATTERY	8958	12/14/15	29,263.25
90117	SPINDUSTRY SYSTEMS, INC.	8959	12/14/15	2,750.00
90123	VITAL SUPPORT SYSTEMS	8960	12/14/15	2,849.00
90002	WEST BANK, HUMAN SVCS	8961	12/14/15	19,315.12
90142	YEAGER/LEMAR	8962	12/14/15	4,283.71
		8963	12/14/15	755.00

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202,610.18

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BANK VENDOR
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70018	70018	70018	70018	70018	70018	70018
BANK	VENDOR	CHECK#	DATE	AMOUNT		
70018	ABC ELECTRICAL CONTRACTO	203813	12/14/15	201.67		
70018	ABC ELECTRICAL CONTRACTO	203814	12/14/15	3,817.52		
70180	ABC ELECTRICAL CONTRACTO	203815	12/14/15	461.47		
70216	ACME TOOLS DES MOINES	203816	12/14/15	316.97		
70055	ADVENTURE LIGHTING	203817	12/14/15	115.80		
70158	AMERICAN CONCRETE	203818	12/14/15	103.75		
70268	ARAMARK UNIFORM SERVICES	203819	12/14/15	1,289.21		
70007	BLACKBURN MANUFACTURING	203820	12/14/15	172.26		
70017	BUSINESS PUBLICATIONS	203821	12/14/15	69.95		
70008	CAPITAL SANITARY SUPPLY	203822	12/14/15	1,496.72		
70288	COMPETITIVE EDGE	203823	12/14/15	170.00		
70009	EIDE BAILLY LLP	203824	12/14/15	20,500.00		
70023	ELECTRONIC ENGINEERING	203825	12/14/15	540.00		
70067	EMERGENCY APPARATUS MAIN	203826	12/14/15	4,576.81		
70068	EXCEL MECHANICAL, INC.	203827	12/14/15	14,204.31		
70039	FREEDOM TIRE	203828	12/14/15	2,592.67		
70258	G&L CLOTHING	203829	12/14/15	609.80		
70052	GOODWIN TUCKER	203830	12/14/15	7,833.75		
70073	IMAGETER, INC	203831	12/14/15	20.69		
70239	INLAND TRUCK PARTS	203832	12/14/15	3,048.01		
70053	INTERSTATE ALL BATTERY C	203833	12/14/15	540.00		
70024	IOWA WATER MANAGEMENT CO	203834	12/14/15	899.10		
70006	JERICO SERVICES	203835	12/14/15	190.00		
70291	LOGAN CONTRACTORS SUPPLY	203836	12/14/15	370.93		
70078	MENARDS	203837	12/14/15	154,052.94		
70010	METRO WASTE AUTHORITY	203838	12/14/15	1,258.55		
70047	O'HALLORAN INTERNATIONAL	203839	12/14/15	1,433.38		
70112	O'KEEFE ELEVATOR COMPANY	203840	12/14/15	507.84		
70278	PLAYPOWER LT FARMINGTON,	203841	12/14/15	271.83		
70262	PRAXAIR	203842	12/14/15	87.45		
70171	PRIORITY DISPATCH	203843	12/14/15	18,472.50		
70069	PROCTOR MECHANICAL CORP	203844	12/14/15	19,793.60		
70057	RELIABLE PROPERTY SERVIC	203845	12/14/15	52.27		
70109	SECURITY EQUIPMENT INC	203846	12/14/15	551.13		
70057	SHERWIN WILLIAMS	203847	12/14/15	16,194.75		
70057	SHOTENKIRK CHEVROLET	203848	12/14/15	6,131.00		
70057	SNYDER & ASSOCIATES	203849	12/14/15	3,175.35		
70057	SNYDER & ASSOCIATES	203850	12/14/15	19,719.03		
70057	SNYDER & ASSOCIATES	203851	12/14/15	383.02		
70086	STEW HANSEN'S DODGE CITY	203852	12/14/15	6,477.50		
70226	STIVERS FORD	203853	12/14/15	13.50		
70174	STRAUSS SAFE AND LOCK CO	203854	12/14/15	297.55		
70089	STREICHERS	203855	12/14/15	8,513.91		
70016	STRYKER SALES CORPORATIO	203856	12/14/15	34.06		
70016	TEAM SERVICES	203857	12/14/15	419.67		
70080	TEAM SERVICES	203858	12/14/15	454.88		
70080	TOMPkins INDUSTRIES	203859	12/14/15			
		203860	12/14/15			

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BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
70051	WORLDPOINT ECC, INC.	203861	12/14/15	725.65
70002	ZOLL MEDICAL	203862	12/14/15	360.00
FIRST NATIONALBANK				324,568.11

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CHECK#	DATE	AMOUNT
800710	12/15/15	33,080.52
		33,080.52

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CITY OF WEST DES MOINES IOWA
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BANK VENDOR

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CHECK# DATE AMOUNT

1NAT FIRST NATIONALBANK

12755 IOWA DEPT OF REVENUE & F

800710 12/17/15

1,920.00

FIRST NATIONALBANK

1,920.00

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Approval of Liquor Licenses

DATE: December 14, 2015

FINANCIAL IMPACT: None

BACKGROUND: In accordance with the Iowa Code Section 123.1 and the West Des Moines City Code Title 3, Business and Licensing, Chapter 2, Beer and Liquor Control, the following licenses have been investigated and reviewed by the WDM Police Department and, when necessary, by Building Inspection and/or Fire Department staff, and are presented to the City Council for approval. Copies of license applications are available, for your review, in the Office of the City Clerk.

1. 7 Stone, LLC d/b/a 7 Stone, 9350 University Avenue - Class BW Permit with Sunday Sales - Renewal
2. Lakes Venture, LLC d/b/a Fresh Thyme Farmers Market, 2900 University Avenue, Suite E - Class BC Permit with Carryout Wine and Sunday Sales - New
3. LLK Inc. d/b/a Funny Bone Comedy Club & Restaurant, 560 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
4. Hy-Vee, Inc., d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway, 2nd Floor Meeting Room - Class BW Permit with Sunday Sales - Renewal
5. Lovely Food Mart, Inc. d/b/a Indian Grocery, 6630 Mills Civic Parkway, Suite 3110 - Class BC Permit with Sunday Sales - New
6. J.P. Parking Inc. d/b/a J.P. Parking Inc., 6220 Raccoon River Drive - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
7. Sheroc, LLC d/b/a NYC Pizza Cafe, 6305 Mills Civic Parkway, Suite 3111 - Class BW Permit with Sunday Sales - Renewal
8. I-35 Catering Company, Inc. d/b/a Sheraton West Des Moines, 1800 50th Street - Class LB Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
9. The Tangerine Food Company d/b/a The Tangerine Food Company, 1960 Grand Avenue, Suite #21 - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
10. 205 Corporation d/b/a The Tavern, 205 5th Street - Class LC Liquor License with Sunday Sales - Renewal
11. 205 Corporation d/b/a The Tavern Pizza Pasta Grill, 1755 50th Street - Class LC Liquor License with Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion to approve the issuance of liquor licenses in the City of West Des Moines.

Lead Staff Member: Ryan T. Jacobson, City Clerk *RTJ*

STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTJ</i>

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Approval of Special Event Lane Closure
Christmas Eve Services - Lutheran Church of Hope

DATE: December 14, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on arterial or collector streets shall require approval of the City Council.

Lutheran Church of Hope will hold its Christmas Eve services on Tuesday, December 22, Wednesday, December 23 and Thursday, December 24. The proposed traffic plan for the event includes a partial lane closure on Jordan Creek Parkway, as has been done for previous Easter and Christmas services. (See attached map)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Request made by Lutheran Church of Hope

Lead Staff Member: Ryan T. Jacobson, City Clerk *RTJ*

STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



Google earth

feet
meters



lane closure

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: 2016 and 2017 Committee/Liaison Appointments

DATE: December 14, 2015

FINANCIAL IMPACT: None

BACKGROUND:

The Mayor, City Council and staff serve on various committees within the City and the Des Moines metropolitan area. The members are chosen by the Mayor to represent the Council on the following specific committees: Code Enforcement, Finance and Administration, Public Safety, Planning & Development, Public Works and as liaisons to the Water Board, Parks and Recreation Advisory Board, Human Services Advisory Board and Library Board. These appointments are made every two years. Appointments are also made to serve on outside liaison positions and miscellaneous interjurisdictional committee positions such as the MPO, WRA and CVB.

The committee assignments are subject to amendment should vacancies or other circumstances necessitate new appointments.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of motion to ratify the Mayor's appointments for the 2016 and 2017 period.

Lead Staff Member: Ryan T. Jacobson, City Clerk RTJ

STAFF REVIEWS

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

CITY OF WEST DES MOINES
2016 – 2017 MAYOR/COUNCIL/STAFF COMMITTEE ASSIGNMENTS
(Presented at December 14, 2015 City Council meeting)

	Member(s)	Alternate(s)
Mayor Pro-Tem	Jim Sandager (2015)	Rick Messerschmidt (2016)
COUNCIL SUBCOMMITTEES		
Code Enforcement Subcommittee	Kevin Trevislyan, Chair Rick Messerschmidt	Russ Trimble
Finance & Administration Subcommittee	Russ Trimble, Chair Jim Sandager	John Mickelson
Planning and Development Subcommittee	Jim Sandager, Chair John Mickelson	Kevin Trevislyan
Public Safety Subcommittee	John Mickelson, Chair Russ Trimble	Rick Messerschmidt
Public Works Subcommittee	Rick Messerschmidt, Chair Kevin Trevislyan	Jim Sandager
LIAISONS		
Bicycle Advisory Commission	John Mickelson	Jim Sandager
Human Rights Commission	Rick Messerschmidt	Russ Trimble
Human Services Advisory Board	Russ Trimble	Kevin Trevislyan
Library Board of Trustees	Jim Sandager	Rick Messerschmidt
Parks & Recreation Advisory Board	Russ Trimble	John Mickelson
Public Arts Advisory Commission	Rick Messerschmidt	Kevin Trevislyan
WDM Water Works Board of Trustees	John Mickelson	Russ Trimble
ADMINISTRATIVE/OTHER COMMITTEES		
City/School Advisory Committee	Rick Messerschmidt Jim Sandager	John Mickelson
Iowa EMS Alliance Advisory Board	John Mickelson (3-31-15) Fr. Michael Hess (3-31-16) Tim Stiles (3-31-17)	Tom Hadden
Legislative Committee (including Metro Advisory Council Legislative Action Committee)	Kevin Trevislyan Jim Sandager	Rick Messerschmidt
Valley Junction Events Advisory Committee	Kevin Trevislyan, Chair Rick Messerschmidt	Citizens: Jim Miller, Nicole Engler-Selser, Isa O'Hara and Victoria Veiock; HVJF: Pamela Young, Ken Raush, Bobbie Bishop, Renae Johanningmeier,
Valley Junction Foundation	Kevin Trevislyan Naomi Hamlett	Rick Messerschmidt
WDM Chamber Board	Jim Sandager	Rick Messerschmidt

	Member(s)	Alternate(s)
METRO/REGIONAL COMMITTEES		
BRAVO	Jim Sandager	Rick Messerschmidt
Central Iowa Regional Housing Authority	Christine Gordon	Carole Bodin
Convention & Visitors Bureau	Rick Messerschmidt	Kevin Trevillyan
Dallas County Local Housing Trust Fund	Clyde Evans	Russ Trimble
Dallas County E911 Service Board	Rob Dehnert	Dave Edgar
DART Board	Steve Peterson (6-30-17)	Kevin Trevillyan (6-30-17)
Greater Dallas County Development Alliance	Clyde Evans	Russ Trimble
Homeless Coordinating Council	Russ Trimble Kevin Trevillyan	Althea Holcomb
Metro Advisory Council	Rick Messerschmidt John Mickelson	Russ Trimble
Metro Waste Authority	Kevin Trevillyan	Bret Hodne
Metropolitan Coalition	Steven K. Gaer Tom Hadden	Mayor Pro-Tem Tim Stiles
MPO Bicycle-Pedestrian Roundtable	Marco Alvarez	
MPO Intelligent Transportation Systems Policy Committee	Duane Wittstock	
MPO Policy Committee	Steven K. Gaer Tom Hadden Russ Trimble	Rick Messerschmidt Kevin Trevillyan John Mickelson
MPO Sustainability Committee	Kevin Trevillyan Russ Trimble Linda Schemmel	John Mickelson Sally Ortgies
MPO Technical Committee	Joe Cory Kara Tragesser Duane Wittstock	Jim Dickinson Clyde Evans Eric Petersen
MPO Traffic Management Advisory Committee	Aubyn Bjornsen Don Cox Mike Ficcola Eric Petersen	Jim Dickinson Clyde Evans
MPO Transportation Advisory Group	Carmen Murillo	
Polk County E911 Service Board	Dave Edgar	Shaun LaDue
Polk and Dallas County Emergency Management Commissions	Steven K. Gaer Don Cox	Mayor Pro-Tem Jack Bengé
R. E. A. P.	Ted Ohmart	Rick Messerschmidt
Warren County E911 Service Board	Greg Jones	Rob Dehnert
Warren County Economic Develop. Corp.	Naomi Hamlett	Clyde Evans
Warren and Madison County Emergency Management Commissions	Steven K. Gaer Jeff Dumermuth	Mayor Pro-Tem Don Cox
WRA Board	John Mickelson Jody E. Smith	Rick Messerschmidt Tim Stiles
WRA Technical Committee	Duane Wittstock	Brian Hemesath

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(f)1

ITEM:

DATE: December 14, 2015

Motion – Approving Change Order #1
318 5th Street Building Renovation – Asbestos Abatement
REW Services Corporation

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$ 16,147.00	November 2, 2015	
Change Order 1	\$ 12,056.00	Pending	
Total	\$ 28,203.00		

Cost for this change order items will be paid from budgeted account no. 7006.75.830.6.7910 with ultimate funding intended to come from the General Fund.

BACKGROUND:

During the design process it was determined asbestos abatement would be necessary to complete the 318 5th Street Building Renovation Project. The initial asbestos abatement contract included areas that could be visually verified with additional areas identified after demolition to be completed at unit prices included in the proposal. It was anticipated up to \$30,000 in asbestos abatement would be required for the project. The General Contractor has completed demolition and identified the additional areas requiring abatement. Costs for this additional abatement are included in this change order.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #1 for the 318 5th Street Building Renovation – Asbestos Abatement project.

Lead Staff Member: Duane Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane Wittstock, City Engineer <i>DW</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

ENGINEERING SERVICES
 4200 Mills Civic Parkway
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

CHANGE ORDER

Distribution:

Owner
 Engineer
 Contract
 Other

Contractor: **REW Services Corporation**
 1700 E. Aurora Avenue
 P.O. Box 3244
 Des Moines, IA 50316

Project Title	318 5th Street Building Renovation Asbestos Removal	
WDM Project File Number	0510-070-2014	
Purchase Order Number	7008-05	
Orig. Contract Amount & Date	\$16,147.00	November 2, 2015
Change Order Number	1	
Date	December 7, 2015	

THE CONTRACT IS CHANGED AS FOLLOWS: The initial proposal included only those areas that could be visually verified as requiring asbestos abatement. It was anticipated additional abatement would be required following demolition. The General Contractor has completed demolition and identified areas of additional abatement. Unit prices for additional abatement were included in the proposal. This change order includes quantities necessary to complete the project.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 1.1	Ceiling Removal	SF	\$4.00	3,014.000	\$12,056.00
TOTAL					\$12,056.00

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$16,147.00
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$16,147.00
The Contract Sum will be increased by this Change Order in the amount of	\$12,056.00
The new Contract Sum including this Change Order will be	\$28,203.00
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)	74.66%
The Contract Time will be changed by	5 Days
The date of Final Completion as of the date of this Change Order therefore is	December 18, 2015

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor: REW Services Corporation	Recommended By: Ames Environmental, Inc.	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name:	Name: Duane C. Wittstock, P.E., L.S.
Title:	Title:	Title: City Engineer
Date:	Date:	Date:

Owner: **City of West Des Moines**

<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,500 Department Director	X _____	Date _____
<input type="checkbox"/>	\$2,501 to 5,000 City Manager	X _____	Date _____
<input type="checkbox"/>	\$5001 to 10,000 PW Council Committee scheduled for agenda on December 7, 2015		Date _____
<input type="checkbox"/> <input checked="" type="checkbox"/>	\$10,000 City Council approved or ratified at Council meeting on December 14, 2015		Date _____



November 24, 2015

Linda Schemmel
City of West Des Moines Development Services
4200 Mills Civic Parkway, Suite 2D
West Des Moines, IA 50262

Re: 318 Fifth Street Renovations – Additional Abatement Recommendation

Dear Linda,

As part of the building renovations at 318 Fifth Street, early hazardous material testing through Ames Environmental revealed the necessity for abatement of ceiling tile, mastic and gypsum wall board where renovation work would occur.

At our 65% review stage we had identified approximately \$18,000.00 in project costs for known abatement. Only areas that were clearly visible and identifiable were included in the Base Proposal of the abatement RFP. It was also noted that there would be additional abatement needed, and the amount unknown. The areas needing abatement for mechanical installations would need to be uncovered and identified during demolition. These additional abatement areas would be identified by the General Contractor on the 318 Fifth Street Building Renovation Project and addressed via a per unit cost for additional abatement under the City of West Des Moines abatement RFP. REW Services Corporation is under contract for the abatement and Ball Team, LLC is under contract for the Building Renovations.

Demolition has begun on 318 Fifth Street and meetings between the abatement contractor and general contractor have identified the remaining areas needing to be abated to complete renovations and continue Work on 318 Fifth Street. The attached sketch identifies the areas/rooms identified for additional abatement per room/area.

The additional ceiling areas are within our anticipated project scope and are expected. This additional area equals 3,013.65 square feet of ceiling with no additional gypsum wall board identified for abatement. The per unit cost for additional ceiling abatement under this Contract is \$4.00 per additional SF. This totals an additional \$12,054.60 in costs for the identified ceiling abatement. Early project estimates anticipated abatement costs in a project of this scale with an unknown scope to be approximately \$30,000.00.

This additional abatement request was expected and necessary. It is within our anticipated project scope and budget; therefore, we recommend proceeding with the additional abatement as identified. No change in Contract time has been requested at the time of this letter, please confirm with REW Services.

Please call or e-mail if you have any questions or concerns.

Sincerely,

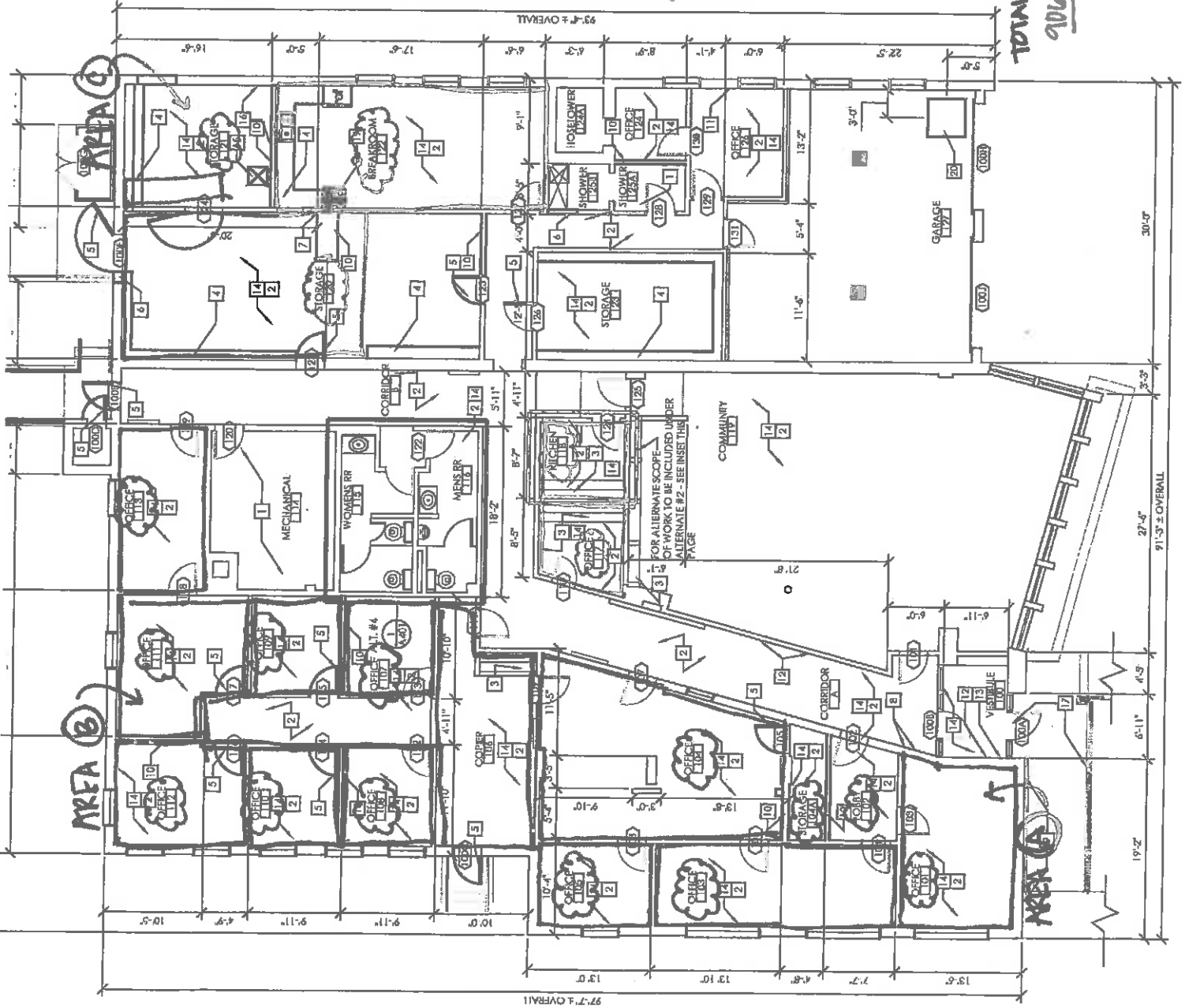
Natalie C. Carran, AIA, NCARB, LEED AP BD + C

AREA (A) OFFICE 101 = 209.69
 103 = 225
 105 = 15.92
 104 = 416 - 168 = 248
 104A = 45
 LOBBY 110 = 73
 = 906.51 #

AREA (B)
 OFFICE 113 = 156
 111 = 185.66
 112 = 150.07
 109 = 97.20
 107 = 99.15
 108 = 99.16
 110 = 90.4
 COPY 106 = 226.42
 CORR. = 127
 = 1238.06 #

AREA (C)
 120
 STD. (PAPER) = 330
 STD. 124 (PAPER) = 16
 BPT. RM 122 = 272.08
 SERVICE IN = 78
 KIT 118 = 73
 = 669.06 #

TOTAL ADDITIONAL TREATMENT IDENTIFIED
 906.51 # + 1,288.06 # + 669.06 # = 3,013.65 #



Request for Proposals - Asbestos Removal 318 5th Street
City of West Des Moines Project No. 0510-070-2014
Issued: 10/20/2015 - Proposals Due: 10/28/2015 by 2:00 pm

Item	Description (please refer to Appendix A for specific information)	Price	Unit Count	Total Price
Base Proposal	Material removal per the attached specifications and protocol - Includes ceiling tile and mastic removal indicated by the blue shading in Appendix B - Includes drywall and mastic removal on wall surface as indicated by the green shading in Appendix B - Includes wall demolition as indicated by the pink shading in Appendix B Cost is lump sum for the work described	\$	1	\$
		16,147. ⁰⁰		
Ceiling Removal	Removal of additional areas of ceiling tile and mastic over and above the area indicated by the blue shading in Appendix B. Provide cost as unit cost per square foot. Payment and contract time will be adjusted based on the area removed, if necessary.	\$	Per SF	
		4. ⁰⁰		
Drywall Removal	Removal of additional areas of drywall and mastic over and above the area indicated by the green shading in Appendix B. Provide cost as unit cost per square foot. Payment and contract time will be adjusted based on the area removed, if necessary.	\$	Per SF	
		2. ²⁵		

Notes: 1. Proposal should include sales tax for any materials. Contractor to supply Iowa Contractor's Statement to the City of West Des Moines noting any sales tax paid for materials specific to the project.

2. General Construction Contract for the building renovation project is scheduled to be awarded on 11/2/2015. The General Contractor for the building renovation will perform demolition to expose areas for asbestos removal prior to Asbestos Contractor beginning work. Anticipated start date for asbestos removal is 11/30/2015. Schedule will be subject to change based on the schedule provided by the General Contractor. Contract completion time will be seven (7) days. Liquidated damages in the amount of five hundred dollars (\$500.00) per day will be assessed for each day that the work remains uncompleted after the contract completion time period.

3. Pre-proposal site visit is scheduled for 10/23/2015 at 10:00 am. Location: 318 5th Street, West Des Moines, Iowa

Proposed By:	(Include company, location and contact information)
REW SERVICES LLC 1701 E AURORA PO BOX 3244 DES MOINES, IA 50314	JEFF HARLENCOE VS-284-0305 JEFF@REW.IOWA.GOV

Submit Proposals To:	Ryan T. Jacobson, City Clerk, City of West Des Moines
Via E-mail:	Ryan.Jacobson@wdm.iowa.gov
Via Hard Copy - Deliver To:	West Des Moines - City Hall 4200 Mills Civic Parkway - Suite 2B, West Des Moines, Iowa 50265
Questions:	Please contact Linda Schemmel at 515-222-3620 or Linda.Schemmel@wdm.iowa.gov

- Attachments:** Appendix A - Specifications and Protocol
 Appendix B - Removal Scope Sketch
 Appendix C - Testing Results

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM:

DATE: December 14, 2015

Motion – Approving Change Order No. 2
2015 PCC Patching Program Phase 1
The Concrete Contracting Company

FINANCIAL IMPACT:

The original construction contract was awarded to The Concrete Contracting Company in the amount of \$1,012,884.00. Change Order No. 1 decreased \$18,712, Change Order No. 2 added \$60,253 and if approved, Change Order No. 2 in the amount of \$60,253.00 will make the total construction cost \$1,054,425.00. Payments will initially be made from budgeted account No. 4285.75.820.6.7910. This change order cost will ultimately be paid by the Iowa DOT to pay for damage to Maffitt Lake Road due to haul route construction traffic for the IDOT Adams/I-35 Bridge project.

BACKGROUND:

The Concrete Contracting Company is working under an agreement dated March 23, 2015, for construction services for the 2015 PCC Patching Program Phase I.

Change Order No. 2 is for \$60,253 for repairs on Maffitt Lake Road due to IDOT haul route construction traffic for IDOT Adams Street bridge project over I-35.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order No. 2

Lead Staff Member: Jeffrey L. Nash, P.E.

STAFF REVIEWS

Department Director	Bret Hodne
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	PWCC Meeting		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

Department of Public Works
 560 S. 16th., PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 222-3478

CHANGE ORDER

Distribution:
 Owner _____
 Engineer _____
 Contractor _____
 Other _____

Contractor: The Concrete Contracting Company, Inc.
P.O. Box 556
Grimes, IA 50111

Project Title	2015 PCC Patching Program - Phase 1	
WDM Project File Number	0510-008-2015	
Purchase Order Number	4285-01	
Orig. Contract Amount & Date	\$1,012,884.00	March 23, 2015
Change Order Number	2	
Date	December 14, 2015	

THE CONTRACT IS CHANGED AS FOLLOWS: This work was required as part of the necessary repairs for Iowa DOT haul route to the Adams Street bridge construction project in Warren County where the IDOT's contractor utilized Maffitt Lake Road. The Iowa DOT has agreed to reimburse the City for the repairs listed below.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO. 2.1	9" PCC FD Patches	SY	\$157.50	264.000	\$41,580.00
CO. 2.2	Traffic Control	LS	\$9,678.00	1.000	\$9,678.00
CO. 2.3	Temporary Traffic Signals	LS	\$7,500.00	1.000	\$7,500.00
CO. 2.4	Double Yellow Line	LF	\$2.60	383.000	\$995.80
CO. 2.5	Solid White Line	LF	\$2.60	192.000	\$499.20
TOTAL					\$60,253.00

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$1,012,884.00
Net Change by previously authorized Change Orders	(\$18,712.00)
The Contract Sum prior to This Change Order was	\$994,172.00
The Contract Sum will be increased by this Change Order in the amount of	\$60,253.00
The new Contract Sum including this Change Order will be	\$1,054,425.00
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)	4.10%
The Contract Time will be unchanged by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor: The Concrete Contracting Company, Inc.	Recommended By: City of West Des Moines	Checked By: City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name: Jeff Nash, P.E.	Name: Joseph C. Cory, P.E.
Title:	Title: Principal Engineer	Title: Deputy Director of Public Works
Date:	Date:	Date:

Owner: City of West Des Moines

<input type="checkbox"/> ≤	\$2,500 Department Director	X _____	Date _____
<input type="checkbox"/>	\$2,501 to 5,000 City Manager	X _____	Date _____
<input type="checkbox"/>	\$5001 to 10,000 PW Council Committee scheduled for agenda on	scheduled for agenda on	Date _____
<input type="checkbox"/> >	\$10,000 City Council approved or ratified at Council meeting on		Date _____



VICINITY MAP

LEGEND

PROJECT LOCATION



LEGEND

PROJECT LOCATION



DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 560 S. 16TH STREET (515)222-3475
 WEST DES MOINES, IOWA 50265
 FAX NO. (515)222-3478

PROJECT:	2015 PCC PATCHING PROGRAM PHASE I 0510-008-2015		
LOCATION:	UNIVERSITY AVENUE, WESTOWN PARKWAY, 60th STREET, ASHWORTH ROAD and GRAND AVENUE		
DRAWN BY:	REF	DATE:	12/01/2015
		SHT.	1 OF 1

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM:DATE: December 14, 2015

Motion – Approval of Bicycle Advisory Commission and Staff Recommendations
Complete Streets
Ashworth Road West of Jordan Creek Parkway

FINANCIAL IMPACT:

Savings of approximately \$3,521,000 by not incorporating the on-street buffered bike lanes. The recommended side-path cost is estimated to be approximately \$900,000.

BACKGROUND:

The City is in the process of designing and acquiring ROW for the re-construction of Ashworth Road from Jordan Creek Parkway to future 81st Street. This project is the first of a multi-year project to re-construct Ashworth Road from Jordan Creek Parkway to the Western Corporate limits. The first phase is anticipated to be constructed in 2016. The City's recently adopted "Complete Streets Policy" states that all modes of travel – motor vehicles, bicycles, pedestrians, and transit – will be considered as part of roadway projects.

The City's "Bicycle Master Plan" depicts on-street buffered bike lanes on both sides of Ashworth Road west of Jordan Creek Parkway to the Western Corporate limits. In addition a side-path trail is depicted on the north side of the street. A side-path trail already exists east of Jordan Creek Parkway. The preliminary cost estimate for including buffered bike lanes as part of the Ashworth Road widening project from Jordan Creek Parkway to future 81st Street is approximately \$521,000. The preliminary cost estimate for continuing the buffered bike lanes west of 81st Street to the Western Corporate limits is approximately \$3,000,000. The estimated cost of the side-path trail from Jordan Creek Parkway to 81st Street is approximately \$100,000 and from 81st Street to the Western Corporate limits is approximately \$800,000. The Bicycle Advisory Commission and Staff recommend only including the side-path trail construction with the street project due to the additional costs and impacts to abutting property owners associated with the buffered bike lanes. Bicyclists would be accommodated with the side-path trail and may also ride on the road with traffic, if desired.

Pedestrian elements of the proposed roadway that are recommended by Staff include the side-path trail on the north side of Ashworth Road and accommodations for future sidewalks along the south side of Ashworth Road.

The Des Moines Area Regional Transit Authority was consulted, and they indicated there are no immediate plans for utilizing this segment of Ashworth Road as a transit route. As a result, Staff is recommending that no transit facilities be incorporated into the project.

A copy of the complete Staff analysis and draft Bicycle Advisory Commission minutes are attached.

OUTSTANDING ISSUES: None**RECOMMENDATION:**

City Council Adopt:

- Motion approving Bicycle Advisory Commission and Staff Recommendations

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

Dew

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	<i>RIS</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

WEST DES MOINES BICYCLE ADVISORY COMMISSION
Thursday, December 3, 2015

The regular meeting of the West Des Moines Bicycle Advisory Commission was called to order on Thursday, December 3, 2015, at 5:30 p.m. by Steve Gatton.

Commission	Joel Wolcott	Brittany Freund	Kip Albertson	Helen Eddy	Steve Gatton
Present	X	X			X
Commission	Margaret Christiansen	Spencer Cox	AJ Kelley	Greg France	
Present	X	X		X	

Staff	Gary Scott <i>Director of Parks & Recreation</i>	Sally Ortgies <i>Superintendent of Parks</i>	Susan Mathews <i>Parks & Recreation Administrative Secretary</i>	
Present	X	X	X	
Staff	Joe Cory <i>Deputy Director of Public Works</i>	Duane Wittstock <i>City Engineer</i>	Eric Petersen <i>Traffic Engineer</i>	Greg Hansen <i>Superintendent of Recreation</i>
Present	Left at 5:50pm		X	

On Item 1. Approval of Agenda

It was moved by France to approve the agenda as presented. Christensen seconded. Motion carried.

On Item 2. Citizen Forum

No items.

On Item 3. Approval of Minutes of October 1, 2015 Meeting

It was moved by France to approve the minutes as amended. Wolcott seconded. Motion carried.

On Item 4. Old Business

No items.

New Business:

On Item 5A. Motion – Recommendation to City Council – Regulatory Signage on Trails
 Scott noted that the established neighborhood surrounding a proposed development at EP True Parkway and 26th Street brought up the issue of a trail crossing they perceive as unsafe. Scott noted that the visibility at the intersection is very good but that the residents see bicycles that do not stop for cars. As a solution, it was suggested by Councilman Trimble that signage be placed on the trail. Staff researched other local communities and has found a lack of consistency in the use of regulatory signage on trails. Scott noted that the WDM City Code dictates that a bicycle on the street shall be treated as a motor vehicle and is required to obey traffic laws. He added that a bicycle on the trail shall be treated as a pedestrian and should have the right of way. Scott stated that staff would recommend no changes to the current policy until such a time that the MPO would determine a metro-wide policy. France suggested that in other locations where there are potential dangers there could be signage installed on both the trail and on the street. Freund suggested that the goal should be to educate the public and that even informal signage as a reminder to slow down or be cautious might help. Petersen noted that all signs on streets would have to meet a national standard. Ortgies reminded the Commission that putting up signage would also require a change in the City Code and that there would need to be enforcement.

It was moved by Christensen to recommend to City Council that no additional regulatory signage be placed at this location or along trails at this time. Freund seconded. Motion carried.

On Item 5B. Motion – Recommendation to City Council – Approval or Denial of Buffered Bike Lanes on Ashworth Road west of Jordan Creek Parkway.

Petersen stated that the design phase of Ashworth Road from Jordan Creek Parkway west to 81st Street is currently underway and construction is set to begin next summer. Petersen added that if bike lanes were to be considered that buffered bike lanes would be recommended due to the speed and volume of traffic on the roadway. He noted that the road will be widened from the current rural two lane road to a four lane urban roadway with left turn lanes, a side path trail on the north side of the road and a sidewalk on the south side of the road. He added that staff analysis revealed that the buffered lanes would add an additional 16 feet of pavement and right-of-way at an additional cost of \$521,000 for this section alone. Petersen noted that adding buffered bike lanes to future sections of the roadway west to 98th Street would be an additional cost of approximately \$3 million. He added that the overall impact of adding buffered bike lanes is about a 20% increase in the cost of the project. Some additional impacts to consider include the impact on homeowners, the removal of several mature trees and some new landscaping, as well 1,800 feet of water main and utilities that will need to be relocated. Petersen shared that based on the impacts and the fact that a side path trail is already included in the project staff are recommending that buffered bike lanes are not pursued for this project. Cox stated that he lives in that area and that he agrees that the trail is sufficient. The Commission discussed the trail and eventual bridge crossing over I-80.

It was moved by France to recommend City Council deny buffered bike lanes on Ashworth Road west of Jordan Creek Parkway. Cox seconded. Motion carried.

Staff Reports:

On Item 6A. Engineering

Petersen shared that the new Grand Prairie Parkway interchange is now open.

On Item 6B. Public Works

No additional items.

On Item 6C. Police

No representative present.

On Item 6D. Parks and Recreation

Director of Parks & Recreation

Scott shared that there will not be an Earth Day event in Valley Junction this year so publicity for the May 14 Mayor's Bike Ride will be handled in other ways. He stated that Ann Shuman will design a bike jersey for the event to be sold at cost. Scott added that the WDM Chamber of Commerce will partner with the City to administer the Corporate Cup Challenge and will promote the event. Additionally, eight elementary schools will compete for participation cash prizes potentially funded by a Community Enrichment Foundation grant.

Superintendent of Parks

Ortgies stated that the new section of trail along Ashworth between Prairie View Drive and 60th Street is now open. Ortgies informed the Commission that Parks staff have combined snow removal efforts with Public Works and asked that if any problem areas are noticed to please contact staff.

Other Matters:

On Item 7A. Action Items

France asked if the City ever applies for grant funding. Scott responded that the City applies for grants in certain situations such as a complete streets grant that was recently completed for sharrow painting.

Scott added that currently the City does not have outstanding trail projects that would qualify but that the eventual greenway along Sugar Creek would be project large enough to justify grant funding. France asked about the estimated reopening of the 60th Street trail north of Ashworth Road to Westown Parkway and noted that the trail detour signs are misleading. Scott responded that the closure is due to a DOT project at the I-80 overpass. Ortgies added that she believes that the project may be complete or very nearly complete.

Receive, File and/or Refer:

8A. Des Moines Area MPO, Central Iowa Bicycle-Pedestrian Roundtable Packet – October, November

It was moved by Christensen to adjourn at 6:23p.m. France seconded. Meeting adjourned.

Respectfully submitted,

Susan Mathews
Administrative Secretary

ATTEST:

Joel Wolcott
Commission Secretary

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Duane C. Wittstock, PE, LS – City Engineer

FROM: Eric R. Petersen, PE – Traffic Engineer

DATE: November 18, 2015

RE: Complete street analysis for Ashworth Road west of Jordan Creek Parkway

This analysis examines the impact of “complete street” elements on Ashworth Road west of Jordan Creek Parkway. The first section of Ashworth Road – Jordan Creek Parkway to future 81st Street – is currently under design and is planned for construction in 2016.

Background

Ashworth Road is a minor arterial street that extends through West Des Moines and into Waukee. With the Ashworth Road bridge over Interstate 80 being one of the few crossings over the interstate, this road is heavily traveled and is vital for all users crossing from one side to the other.

Currently planned design

The planned configuration of Ashworth Road is to consist of 4 thru lanes, a center left-turn lane, and a future raised median. Current design standards are used in order to accommodate vehicles, including large trucks, buses, and emergency service vehicles. A planned 10’ trail on the north side and a 4’ sidewalk on the south side of Ashworth Road is planned as part of the project.

Transit

This section of Ashworth Road is not part of a Des Moines Area Regional Transit Authority (DART) bus route. If it becomes part of a transit route in the future, bus stop signs could be added along the outside curbs to accommodate transit users.

Pedestrians

Pedestrians will be accommodated with the planned trail and sidewalk that parallel the street.

Bicyclists

Bicyclists will be able to use the planned trail on the north side of Ashworth Road. Bicyclists may also ride in the street along with motor vehicle traffic, if desired.

Impact of additional bicycle facility

The *Bicycle Master Plan* currently shows a second bicycle facility – buffered bicycle lanes – for this section of Ashworth Road, in addition to the off-street trail. A buffered bicycle lane is a designated bike lane that, due to traffic volume and traffic speed, is wider than normal and is separated by a 2’ painted buffer between the bike lane and the outside vehicle lane. This facility would require an additional 16’ of pavement (8’ on each side) and additional right-of-way. Impacts of this additional facility are noted on the following page.

Cost

Based on a preliminary Opinion of Probable Cost prepared by McClure Engineering (the design consultant for the widening project), the additional cost associated with adding buffered bike lanes from Jordan Creek Parkway to 81st Street is:

Construction.....	\$381,040
Right Of Way	\$80,000
<u>Engineering.....</u>	<u>\$60,000</u>
Total.....	\$521,040

This cost only represents the cost of buffered bike lanes for the section of Ashworth Road currently under design, and does not include future sections of Ashworth Road to the west of 81st Street. Preliminary cost estimates in the *Bicycle Master Plan* for a buffered bike lane is \$1.6 million per mile. Based on this estimate, the cost of buffered bike lanes for the remaining 1.3 miles of Ashworth Road west of the current project, plus a wider bridge over I-80, would be **approximately \$3,000,000.**

Other impacts

Other impacts in addition to the financial cost of the buffered bike lanes include:

- The bike lane would require relocation of the overhead electric on the south side.
- CenutryLink has 3 boxes in a PUE that would all require relocation.
- Approximately 1,800' of 12" water main would be under the proposed curb on the south side and would need to be relocated. This is the new water main that was installed earlier this year.
- The two north lots of Westbridge at 78th Place & Ashworth Road would become non-conforming. The houses would be slightly within the sideyard setback on the north side. A retaining wall would likely be required at the house on the west side of the intersection to make the grading work.
- The closest house that fronts Ashworth Road is 55' from the Right of Way and that would be reduced to 47'.
- The widening would likely impact about 25 mature trees along the corridor and much of the landscaping installed on the newly constructed office building north of Ashworth Road between 76th Street and the Depot at Ashworth entrance.



1480 West 27th Street, Suite A
 Salt Lake City, UT 84119
 Tel: 801-486-1278
 Fax: 801-486-1278

NOTICE
 This plan is submitted for the purpose of obtaining a permit for the proposed project. It is not to be construed as a contract. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws, codes, and regulations. The engineer's liability is limited to the design of the project shown on this plan. The engineer does not warrant the accuracy or completeness of the information provided by the client or other sources. The engineer's services are limited to the design of the project shown on this plan. The engineer does not warrant the accuracy or completeness of the information provided by the client or other sources.

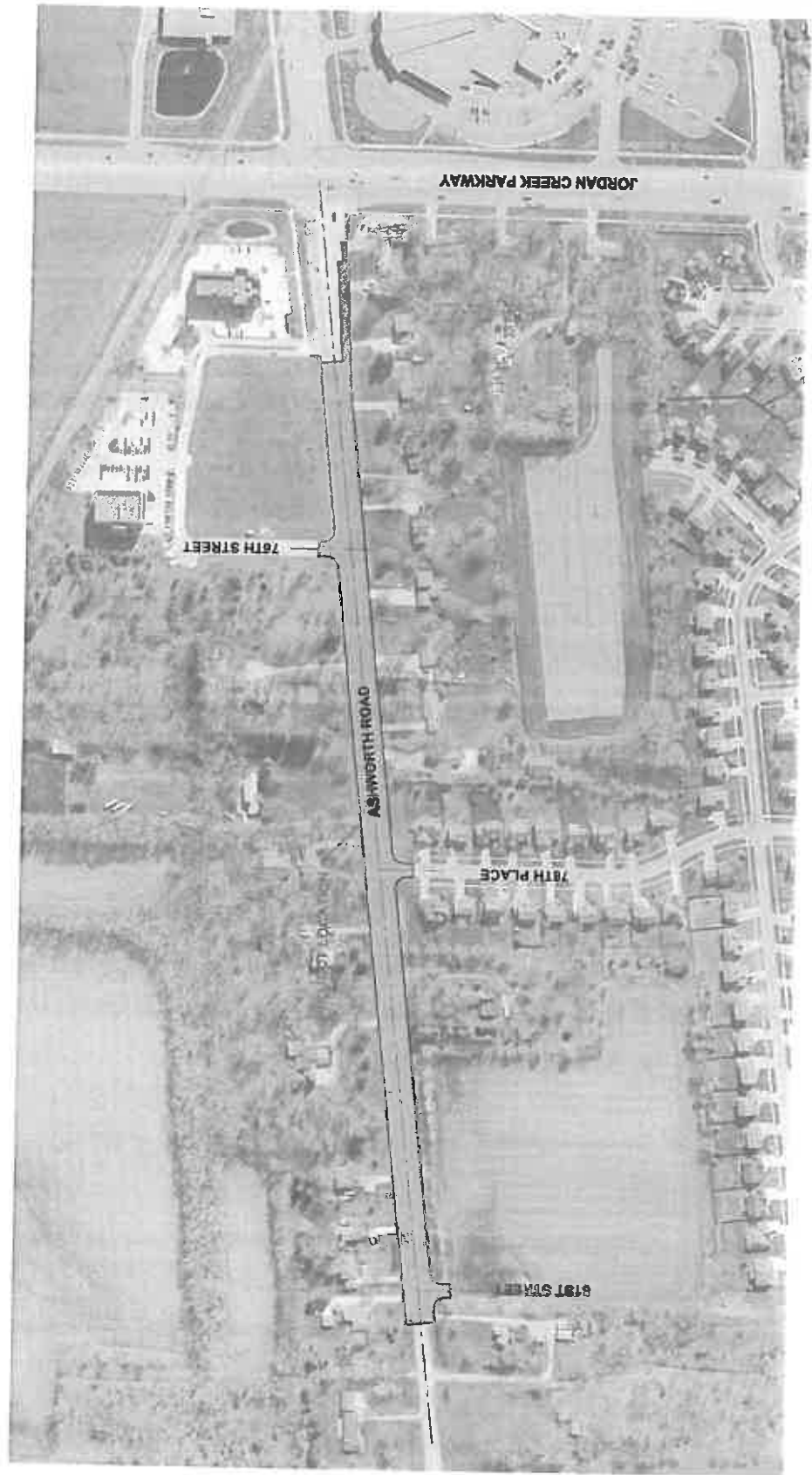
PROJECT LAYOUT



**ASHWORTH ROAD
 JORDAN CREEK DRIVE
 TO 81ST STREET
 CITY NO. 0510044-2015**

APPROVED FOR THE CITY OF SALT LAKE CITY
 AUGUST 2015

PROJECT: SCS
 PREPARED BY: FIELDBOOK
 DRAWING NO.: A.01
 SHEET NO.: 1 / 00



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM:

DATE: December 14, 2015

Motion – Approving Variance to Comprehensive Plan
Major Collector ROW Widths
South 95th Street, Stagecoach Drive to Cascade Avenue

FINANCIAL IMPACT: None.

BACKGROUND:

Alex Wick and Scott Neff are property owners and developers that abut proposed South 95th Street, between Stagecoach Drive and Cascade Avenue, and have indicated they have a hardship regarding the specified width of the proposed street ROW for this segment of roadway. South 95th Street is identified as a major collector street and requires a minimum of 100 feet of ROW per the Comprehensive Plan. They have indicated that a substantial number of old growth trees can be saved if the ROW requirement for South 95th Street through this section is reduced to 70 feet in width. The petitioners have also indicated they would be agreeable to dedicate 15 foot wide permanent roadway/utility easements to the benefit of the City on both sides of the street.

Staff normally would not recommend a reduction of the ROW width for this class of street, but after review feels that an exception could be granted to accommodate the preservation of the trees. Staff does not recommend modifying the street functional classification.

Staff further recommends that approval of this variance be contingent upon the dedication of fee title and permanent easement ROW to the City and paving of the street within 18 months of approval.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion approving variance to the Comprehensive Plan ROW width requirement for South 95th Street, Stagecoach Drive to Cascade Avenue, from 100 feet to 70 feet contingent upon the dedication of fee title and permanent easement ROW to the City and paving of the street within 18 months of approval.

Lead Staff Member: Duane Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane Wittstock, P.E., L.S. City Engineer
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	July 30, 2015		
Recommendation	Yes	No	Split

**CITY OF WEST DES MOINES
DEVELOPMENT AND PLANNING
CITY COUNCIL SUBCOMMITTEE MEETING
City Hall Training Room**

Thursday, July 30, 2015

Attending:

Council Member Jim Sandager
Council Member Russ Trimble
City Manager Tom Hadden
City Attorney Dick Scieszinski
Finance Director Tim Stiles
Chief Building Official Rod Van Genderen
Fire Marshal Mike Whitsell
Communication Specialist Lucinda Stephenson

City Engineer Duane Wittstock
Principal Engineer Brian Hemesath
Sign & Zoning Administrator Kevin Wilde
Planner Brad Munford
Planner Brian Portz
Planner Linda Schemmel
Planner Kara Tragesser

Guests: Item #2

Dean Roghair – Civil Design Advantage
Rick Tollakson – Hubbell Realty

The meeting of the Development and Planning City Council Subcommittee was called to order at 7:30 a.m.

1. Senior Care Development - NW Corner S. 81st Street & Cascade Avenue

At the request of the developer, this item will be rescheduled.

2. S. 95th Street Right-of-Way

City Engineer Wittstock introduced today's guests that were attending the meeting to discuss the extension of S. 95th Street from Mills Civic Parkway to Stagecoach Drive through the Neff property and Majestic Oaks. Much coordination has been accomplished over the past few months to obtain property owner consensus. The property is a challenge topographically and is heavily wooded. A major concern of one property owner was the conservation of as many trees as possible with this development. To help with tree conservation, the City has been asked to reduce the right-of-way width for S. 95th Street (the major collector roadway that runs through this area) from 100 ft. to 70 ft. Mr. Roghair was asked to determine the tree impact with and without the right-of-way reduction. His drawings were presented at the meeting.

Council Member Sandager expressed that he was in agreement with allowing the right-of-way width reduction, but did not want to set precedent and was not in favor of changing the requirement going forward.

Council Member Trimble noted that he has had discussions with the property owners and developers, and felt it was important to get the road completed for development.

Mr. Tollakson stated that they were under contract and close to a development agreement contingent upon the right-of-way requirement reduction to save as many trees as possible.

Council Member Sandager asked if these were estate lots or single family and was informed that the lots would all be single family. He expressed agreement with the right-of-way reduction, but reiterated that it was important to articulate why this was an exceptional circumstance. City Engineer Wittstock stated that staff also had these concerns and would have it reflected in the minutes, as well as have this written in the staff report that this was an exceptional circumstance.

Council Member Trimble asked if there would be easements along the side of the road. Mr. Wittstock stated that the franchised utilities probably will be in the front of the lots vs. the rear lot lines due to the topography so it probably makes sense to provide additional easements. Dean Roghair indicated easements behind the street ROW would be provided.

After much discussion it was determined that in this individual case, it is in the best interest of the City to allow the reduction of the right-of-way dedication requirement for this restricted roadway segment from 100 ft. to 70 ft. with additional easements to be provided behind the right-of-way line for use by the City and for utilities. The factors that were considered included the rugged topography through the area, the cooperation and coordination efforts of the various impacted property owners have made to date, and the possible acceleration of the S. 95th Street connection between Stagecoach Drive and Mills Civic Parkway.

Direction: Council members indicated support for changing the right-of-way requirements from 100 ft. to 70 ft. to accommodate constructing S. 95th through this area due to topographical conditions proving challenging and the properties being heavily wooded, and allowing utility easements outside of the right-of-way because of the tree cover in the rear of the proposed single family lots.

3. Window Graphics

Sign & Zoning Administrator Kevin Wilde discussed the proliferation of window and wall graphics stating that vinyl graphics have become more inexpensive to purchase. Several examples of the proliferation of window and wall graphics were displayed.

Council Member Sandager stated that he thought the difference between the depictions was that some graphics were more generic while others appeared to be advertising. Mr. Wilde expressed that the challenge was making the distinction between artwork and signage, and that it was not within the City's purview to regulate the content of signage.

Council Member Trimble commented that the City takes pride in their architectural standards, and it is beginning to seem that the appearance of these graphics do not always reflect these standards.

Mr. Wilde continued that it was decided a couple of years ago that windows could be completely covered, but only 25% of the glazed area could include any graphics and the remainder needed to be a solid color. Council Member Sandager commented that he thought this was a good idea as it broke up the space.

Council Member Trimble agreed that a policy be written that no words, logo, or numbers be allowed to be used for window/wall graphics. Mr. Wilde expressed that his concern was with regulating content. He suggested that possibly the policy be written to regulate that 25% up to a maximum square footage. If the proposal was over that square footage it would have to be taken through a review process.

Council Member Sandager asked if a policy could be enforceable if it stated that no logo or wording be used. City Scieszinski clarified that the Council was interested in art rather than the representation of a business.

City Manager Hadden asked if there were other models available from other cities. Mr. Wilde responded that most of the models seem to allow everything, but limited the square footage allowed.

Council Member Trimble commented that West Des Moines has maintained high architectural standards that have kept the City neat and clean, and he would not support lowering these standards.

Direction – Council members were supportive of staff drafting a policy which would not allow numbers, wording, or logo on the window or wall graphics and to bring the policy to the Committee for review.

4. Temporary Outdoor Displays

Mr. Wilde requested direction regarding temporary outdoor displays, in particular the garden centers and the three major home improvement stores in West Des Moines. He continued that this issue was prompted by the Lowe's at Jordan Creek that by its approved site plan was allowed to have displays, as well as sell grills and hard goods outside. However, the site plan also included a note that a temporary use permit was needed, and that there was a time limit in the ordinance for spring and fall garden centers with a break in the summer. The Lowe's on 50th Street and the Home Depot are not allowed to display any hard goods, such as tractors, mowers, trailers, grills, etc. under the garden center ordinance.

Mr. Wilde noted that the temporary use permit for these uses has time limits for the duration that the outdoor displays are allowed: the spring sales are March 15 thru July 15 and the fall sales are September 1 thru October 31. There is a break in the duration of the seasons to allow for the clearing of the site of these displays.

Mr. Wilde noted that the Lowe's and Home Depot are not adhering to these regulations; last year a temporary use permit was requested by Lowe's on July 15 to allow the garden business to continue through September 1. This was approved with the condition that in the future, per the code, there needed to be a break in the summer.

Mr. Wilde stated that the break between July 15 and September 1 poses the biggest problem with compliance. He inquired if the Council was open to extending these dates. Council Member Sandager stated that he was alright with eliminating that six week window. Council Member Trimble expressed that he would be amenable to extending the time through the summer months.

After discussion, it was agreed to extend the dates from March 1 to September 30 with a limit on the area for product location based on a percentage. Council Member Sandager stated that he thought this would be reasonable. Mr. Wilde stated that he would meet with the store managers to inform them of what was being contemplated by the City and to obtain their feedback.

Direction: Council members were supportive of staff changing the Temporary Outdoor Display regulations to allow merchandise and products in a defined specified area and that the maximum allowed duration be changed to March 1 to September 30 of each year.

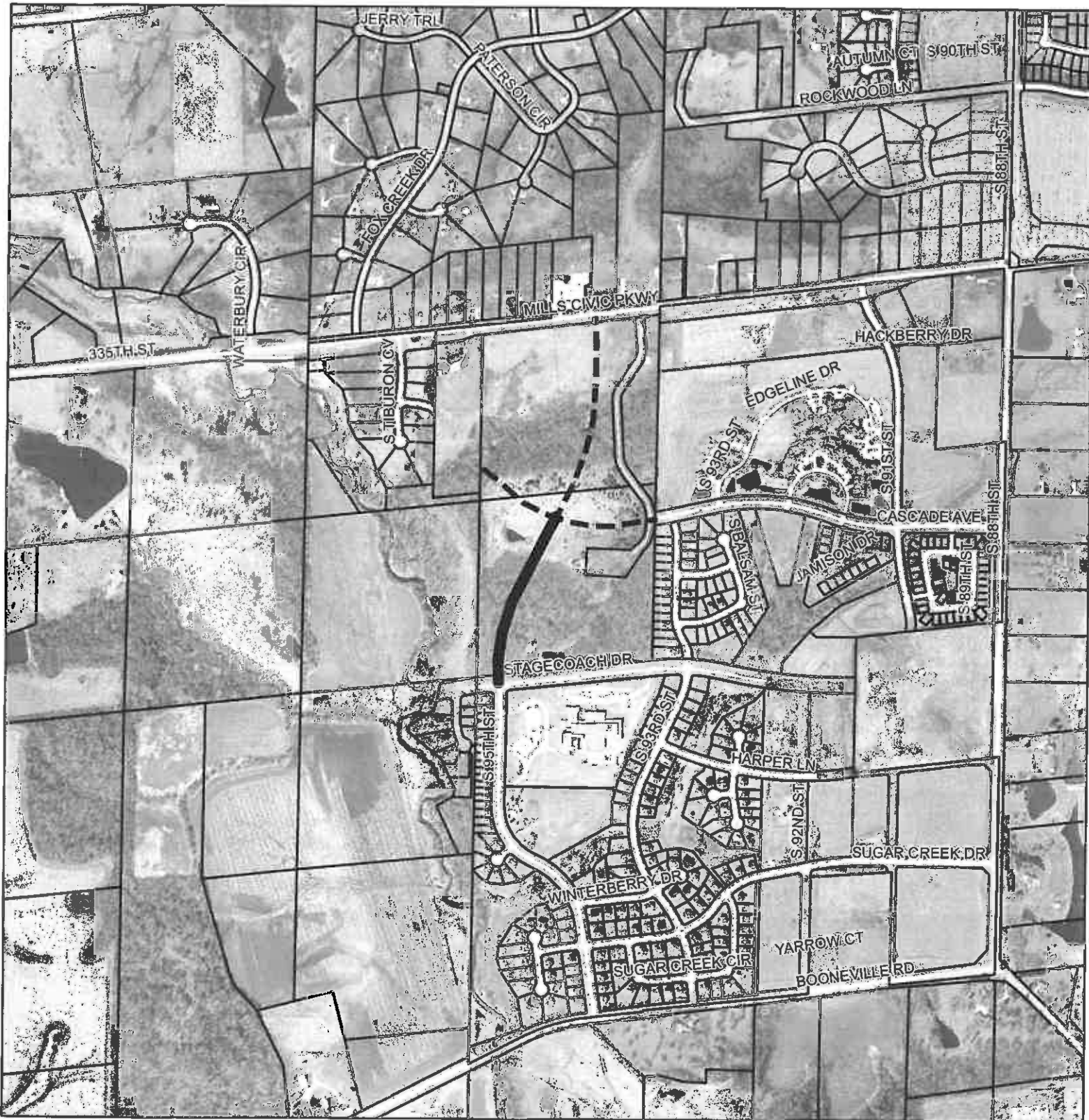
5. **Upcoming Projects – A map was provided of each project with the case planner providing a brief description of each.**
 - a. Grand Valley Final Plat (FP-002792-2015) – Subdivide the property located at the NE corner of S 35th Street and Grand Avenue into 20 lots for single family development. FEMA has expressed concerns with flooding in the area and more studies are being conducted to address this issue.
 - b. Paradise Point Lot 7 Retail (OSP-002793-2015) – Construction of a 5,250 sf multi-tenant retail building with associated parking located at 455 S. 64th Street.
 - c. Cascades at Jordan Creek Plat 1 (SP-002430-2014) – Applicant has requested approval to move forward with a multi-family three-story building with underground parking development with public improvements to be phased in.
6. **Minor Modifications**
 - a. Valley Station Apartments – 313 Lincoln Street Recycle Bin Enclosure – MMLI-002788-2015 (Level 1)
 - b. Compass Financial – 4801 Westown Parkway Exterior Modifications - MML1-002791-2015 (Level 1)
7. **Other Matters – None.**

The meeting adjourned at 8:20 a.m. The next regularly scheduled Development and Planning City Council Subcommittee is August 13, 2015.



Kara Tragesser, Development Services Planner

Kimberly Taylor, Recording Secretary

Location Map



Legend

-  70' ROW Location
-  Approximate Future Road Locations



Approving Variance to Comprehensive Plan
Major Collector ROW Widths
South 95th Street, Stagecoach Drive to Cascade Avenue

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Adopting Regular Schedule of Council Meetings for 2016

DATE: December 14, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Attached is a resolution and a listing of the proposed Council meeting dates for 2016. The first meeting of the year is scheduled on Monday, January 11, 2016. Due to the Greater Des Moines Partnership Annual Dinner being scheduled for the next regular meeting date of Monday, January 25, that meeting is being scheduled for the following day, Tuesday, January 26. The remaining meetings for 2016 fall on Mondays, with the exception of Tuesday, May 31, Tuesday, September 8, and Tuesday, December 27, which are scheduled a day later due to holidays falling on those Mondays. All meetings are scheduled to begin at 5:30 p.m.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of the Resolution and attached meeting date schedule adopting City Council meetings for 2016.

Lead Staff Member: Ryan T. Jacobson, City Clerk *RTJ*

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

RESOLUTION

A RESOLUTION ADOPTING A SCHEDULE OF REGULAR COUNCIL MEETINGS FOR THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, FOR THE CALENDAR YEAR 2016.

WHEREAS, various sections of State law and City ordinances govern the rules and procedures for municipal government, and;

WHEREAS, the City Ordinance, Title 1, Chapter 3, Mayor and Council has been amended to allow for the adoption of a schedule of regular council meetings, and;

WHEREAS, the Mayor and Council have directed City staff to provide a schedule of dates following their direction that every other Monday be indicated unless a national holiday falls on that Monday.

NOW THEREFORE, BE IT RESOLVED that the attached schedule of regular Council meetings be adopted with the provision that extenuating circumstances may cause this schedule to be amended.

PASSED AND APPROVED this 14th day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

**CITY OF WEST DES MOINES
CITY COUNCIL MEETINGS
(all meetings begin at 5:30 p.m.)**

2016

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
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28	29					

MARCH						
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APRIL						
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29	30	31				

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JULY						
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AUGUST						
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SEPTEMBER						
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30	31					

NOVEMBER						
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DECEMBER						
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**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(j)

DATE: December 14, 2015

ITEM:

Resolution– Approval of Business Property Lease Agreement between the City of West Des Moines and John Henry LLC for interior building space located at 1100 Hoak Drive, West Des Moines.

FINANCIAL IMPACT:

Monthly rental amount is \$4,100.00. Funds are to be paid from budgeted account numbers 0100.20.480.3.3890 Public Works \$2,733.34 and 0100.10.105.3.3890 Police Department \$1,366.66.

BACKGROUND:

The City is renewing its lease agreement for the building at 1100 Hoak Drive which is used to house City owned equipment and supplies.

RECOMMENDATION:

City Council Adopt:

- Approve the lease agreement between the City of West Des Moines and John Henry LLC.

Lead Staff Member: R. Bret Hodne, Public Works Director

STAFF REVIEWS

Department Director	Bret Hodne
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE CITY OF WEST
DES MOINES AND JOHN HEMRY LLC**

WHEREAS, the City of West Des Moines and John Henry LLC have negotiated a lease for storage of City property; and

WHEREAS, pursuant to the terms and conditions of the negotiated Lease Agreement, the City Council of the City of West Des Moines finds that it is in the best interest of the City to approve the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES THAT:

1. The Lease Agreement negotiated by the City of West Des Moines and John Henry LLC is approved.
2. The Mayor is authorized to sign the Lease Agreement and the City Clerk is directed to attest to the Mayor's signature

PASSED AND ADOPTED this 14th Day of December, 2015

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson
City Clerk

BUSINESS PROPERTY LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between John Henry LLC ("Landlord") and City of West Des Moines ("Tenant") on December 1, 2015. Landlord and Tenant may collectively be referred to as the "Parties." The Parties agree as follows:

PREMISES: Landlord hereby leases the interior building space located at: 1100 Hoak Drive, West Des Moines, Iowa 50265, (Building on District/Parcel 320/01 146-001-000) to Tenant.

LEASE TERM: Parties agree this month to month lease shall only be terminable on sixty (60) days' written notice by landlord or tenant.

LEASE OPTION: Tenant has first right of refusal on future lease option, subject to mutually agreeable terms and conditions.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$4,100.00 ("Rent") each month in advance on the 1 day of each month at: 3401 — 106th Circle, Urbandale, Iowa 50322 or at any other address designated by Landlord.

LATE CHARGES: If any amount under Lease is more than five (5) days late, Tenant agrees to pay a late fee of \$50.00. If any amount under Lease is more than fifteen (15) days late, Tenant agrees to additionally pay \$50.00 per day until Landlord is in receipt of full amount.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$50.00 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: Tenant's security deposit of \$3200.00 from the lease of the same premises that expires on November 30, 2015, shall serve as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's clients, agents, pets and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's clients, agents, pets and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at *any* time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have three (3) business days upon receipt of Notice of default by Landlord to cure the default. Written Notice to be sent to City Clerk's Office, PO Box 65320, West Des Moines, Iowa 50265- 0320. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted. Tenant shall give Landlord sixty (60) days' notice prior to the termination of the Lease if Tenant intends to surrender possession of the Premises. Landlord shall give Tenant sixty (60) days' notice prior to termination of the Lease. This lease may not be terminated without a written sixty (60) days' notice unless expressly waived in writing by both Landlord and Tenant.

USE OF PREMISES: Tenant shall only use the Premises as a commercial / light industrial business or storage facility. Tenant will comply with all laws, rules, ordinances, statutes, codes and orders regarding the use of the Premises. Improper or illegal use of property may be cause for termination of the lease.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES AND SERVICES: Tenant will be responsible for all utilities and services required for the building, which includes telephone, electricity, gas and water. Snow removal for access to tenants lease space will be by tenant. Turf/weed control for area around the building will be by Tenant.

TAXES: Landlord to pay all taxes on property leased by tenant, owned by John Henry LLC.

PETS: Tenant shall not keep any pets or other animals on the Premises without the prior written consent of the Landlord.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any permanent improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair, during the term of this Lease and any renewal thereof. Tenant shall be responsible to maintain and make repairs to the building, fixtures, appliances and equipment therein.

LANDLORD RESPONSIBILITIES: Landlord is responsible to maintain the structure of the building. Building to be turned over to Tenant in "as-is" condition. In the event a State or Federal agency requires improvements to the Landlord reserves the right to either re-negotiate the terms of this lease with the tenant or terminate the Lease. If the lease must be terminated, Landlord will provide sixty (60) days written notice to Tenant.

RIGHT OF INSPECTION: Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable.

ABANDONMENT: If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at its option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the premises, for at least thirty (30) consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than thirty (30) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the premises for more than fifteen (15) consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss of Tenant's property. *Tenant shall maintain business liability insurance naming Landlord as an additional insured in an amount of one million dollars.*

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to & bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the Laws of the State of Iowa.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at City Clerk's Office, PO Box 65320, West Des Moines, Iowa 50265- 0320 and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing written notice as set forth above.

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent except Landlord's act or negligence. Landlord will indemnify and hold Tenant harmless from any liability for loss, claims, injury or death of any person, or for damage to the property for the specific acts or omissions of Landlord, Landlord's employees or agents.

DISPLAY OF SIGNS: Landlord or Landlord's agent may display "For Sale" or "For Lease" or "Vacancy" or similar signs anywhere on or about the Premises and, with 24 hour notification to Tenant, enter to show the Premises to prospective tenants. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

NOISE: Tenant shall not cause or allow any unreasonably loud noise or activity in the premises that might disturb the rights, comforts and conveniences of other persons, including residential neighbors.

DISTURBANCES: Should any activity by Tenant, Tenant's agents, clients, pets or visitors cause or allow disturbance or disruption to neighboring houses, Tenant shall be in default of this Lease. In the event of this default, Landlord, as permitted by law, may re-enter Premises and retake possession of Premises.

PARKING: Tenant shall be entitled to use parking space for the parking of passenger vehicles, pick-ups, vans and trucks located on the East side of the building and will not obstruct access to the north building. The Parking spaces will be used exclusively for the parking of vehicles and not to be used for painting or servicing of vehicles. Tenant's vehicles will occupy the parking space entirely at the risk of the Tenant.

ACCESS: Sole access to building and property will be through the East entrance off of Hoak Drive. Landlord reserves the right to use all access drives around the building and properly.

MANAGER: The name and telephone number of the building manager *Is*: Paul Mitchell, 515-279-4490 and Matt Stence, 515-202-6733.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signatures]

LANDLORD:



John Henry LLC
Paul Mitchell, Member
Matt Stence, Member

Date: 12/9/2015

TENANT:

Steven K. Gaer
Mayor

Date: _____

Ryan T. Jacobson, City Clerk
City of West Des Moines

Date: _____

MANAGER: The name and telephone number of the building manager *Is*: Paul Mitchell, 515-279-4490 and Matt Stence, 515-202-6733.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signatures]
LANDLORD:

John Hemry LLC
Paul Mitchell, Member
Matt Stence, Member

Date: _____

TENANT:

Steven K. Gaer
Mayor

Date: _____

Ryan T. Jacobson, City Clerk
City of West Des Moines

Date: _____

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(k)

DATE: December 14, 2015

ITEM: Resolution – Approval of West Des Moines Deer Management Zone – 1417 Army Post Road

FINANCIAL IMPACT: None

BACKGROUND: The owner of property located at 1471 Army Post Road has requested the establishment of West Des Moines Deer Management Zones on their private property so that controlled bowhunting can occur. The property is immediately south of an existing WDMDMZ that has been in existence since 2009. A map showing the location is attached.

The hunting ordinance (Title 5, Chapter 2, Offenses, Section 30, "Hunting") allows for the City to designate West Des Moines Deer Management Zones (WDMDMZ) on private property within the city limits by a resolution of the City Council. Hunting within these zones must take place according to the regulations established in Section C of the hunting ordinance.

All surrounding property owners within 370 feet of the proposed WDMDMZ were noticed by mail and invited to provide comments. Two e-mails were received with one of them being in support of the WDMDMZ and the other being a list of questions. The questions were answered by staff, and a follow up e-mail was recently sent to verify that all questions had been adequately answered. No additional communication was received from that citizen.

If approved, Staff will be working closely with the property owner to select a maximum of two hunters that meet all qualifications of the City Controlled Bowhunt and to issue City hunting permits. If this can be done in a timely manner, hunting can still occur before the end of the controlled bowhunting season on January 10, 2016. An orientation will take place with each hunter to insure that they are knowledgeable of the City Controlled Bowhunt rules and regulations prior any hunting.

The property owner attended the December 4, 2015 Public Safety Committee meeting where both Council Committee members approved the WDMDMZ.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Ortgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	12/4/15		
Recommendation	Yes	No	Split

**RESOLUTION
DESIGNATING A WEST DES MOINES DEER MANAGEMENT ZONE**

WHEREAS, Section 5-2-30 of the West Des Moines City Code (1999) provides that the City Council may designate by resolution areas within the City as a West Des Moines Deer Management Zone to allow the controlled bowhunting of deer within such a zone under the rules of that section to control the deer population within the City; and

WHEREAS, said designation may occur on private property; and

WHEREAS, there is currently a need to control the deer population in and around the properties designated in the attached exhibit "A"; and

WHEREAS, the owners of the designated properties have voluntarily requested to have their properties included in the West Des Moines Deer Management Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the private property as designated in the attached exhibit "A" is declared a West Des Moines Deer Management Zone pursuant to Section 5-2-30 of the West Des Moines City Code (1999), and shall be subject to the rules provided therein and any additional regulations promulgated pursuant to the West Des Moines City Code.

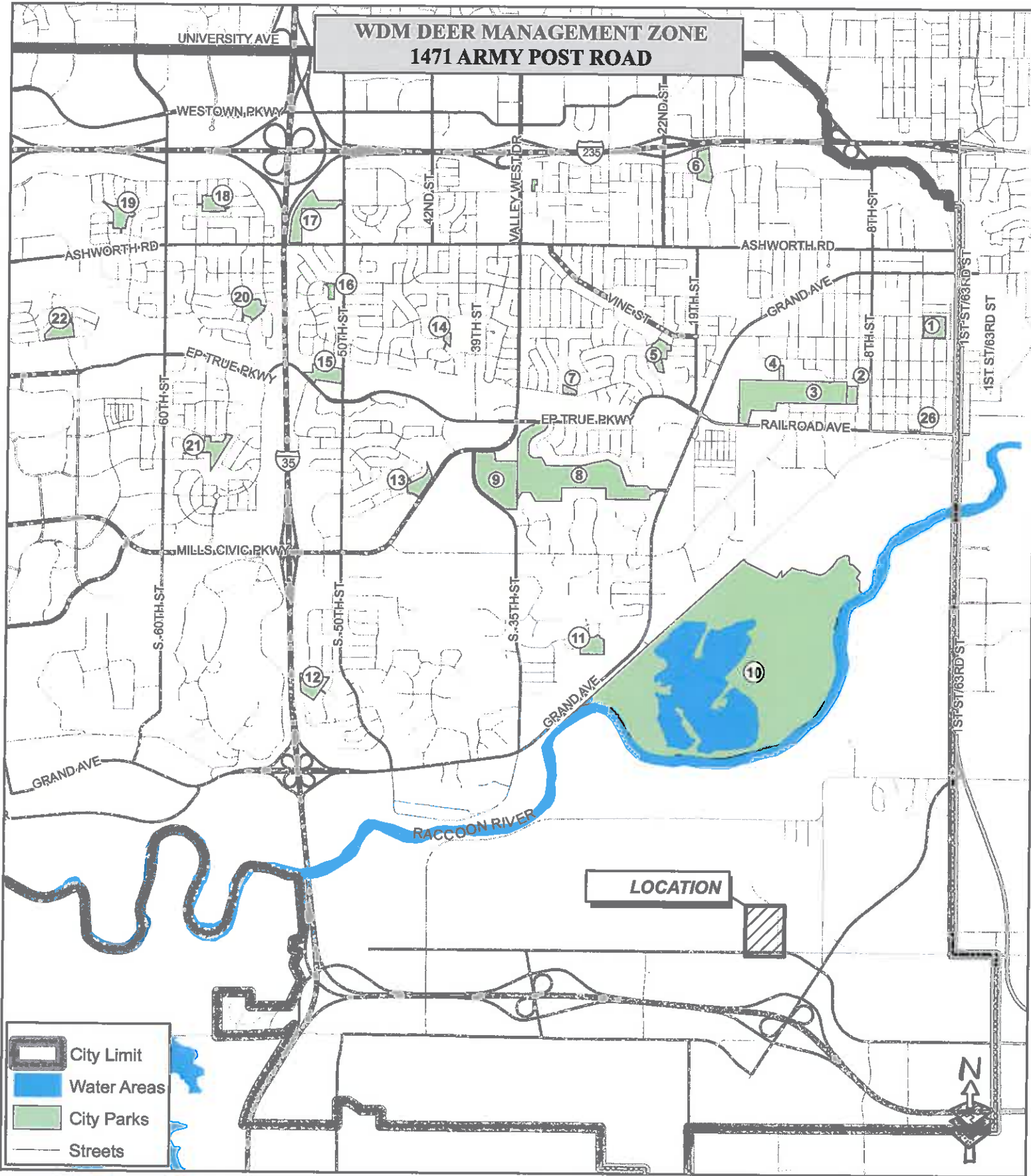
PASSED AND ADOPTED this 14th day of December, 2015.

ATTEST:

Steven K. Gaer, Mayor

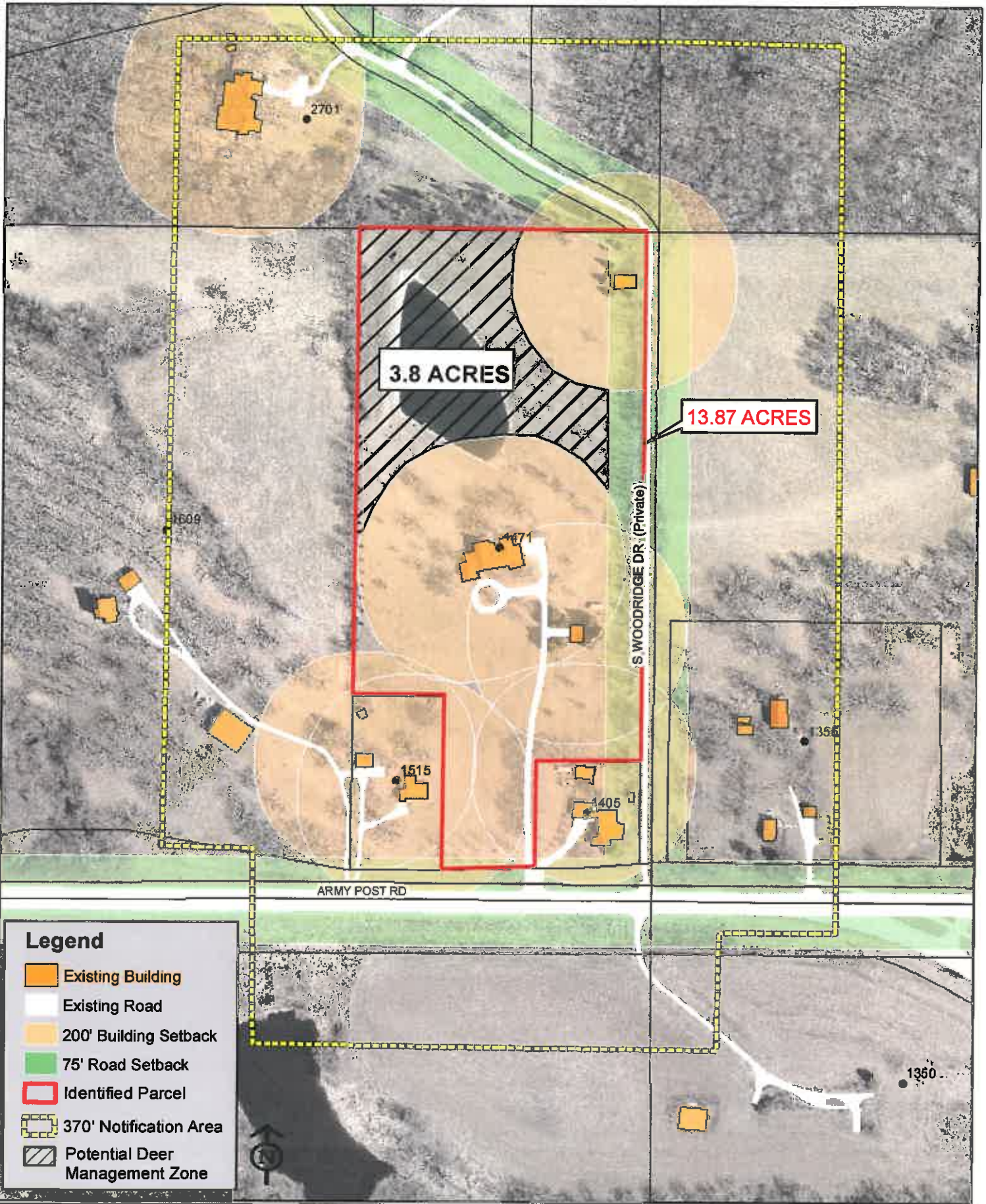
Ryan Jacobson, City Clerk

**WDM DEER MANAGEMENT ZONE
1471 ARMY POST ROAD**



- | | | | |
|---------------------|---------------------------|-------------------------|-------------------------|
| 1. Legion Park | 8. East Jordan Creek Park | 15. Jordan Creek Park | 22. Wild Rose Park |
| 2. Wilson Park | 9. Southwoods Park | 16. Knolls Park | 23. Brookview Park |
| 3. Holiday Park | 10. Raccoon River Park | 17. CrossRoads Park | 24. Valley View Park |
| 4. Florer Park | 11. Scenic Valley Park | 18. Jaycee Park | 25. Maple Grove Park |
| 5. Fairmeadows Park | 12. Quail Cove Park | 19. Peony Park | 26. Railroad Park |
| 6. Pearson Park | 13. Ashawa Park | 20. Meadowview Park | 27. Huston Ridge Park |
| 7. Kiwanis Park | 14. Western Hills Park | 21. Willow Springs Park | 28. Woodland Hills Park |





Legend

- Existing Building
- Existing Road
- 200' Building Setback
- 75' Road Setback
- Identified Parcel
- 370' Notification Area
- Potential Deer Management Zone

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(I)

DATE: December 14, 2015

ITEM: Resolution - Order Preparation of Plans and Specifications – Holiday Park Baseball Common Area

FINANCIAL IMPACT: Expense not to exceed \$36,940. In order for construction of the next phase of the Holiday Park Baseball Field Improvements project to begin in August 2016, the cost of design is being advanced to occur in FY 15/16 with construction to be budgeted in FY 16/17. Funding will come from C.I.P. funds budgeted in FY 15/16 in the Grand Avenue Trail account (6521.75.840.6.7920). The trail project has been delayed until FY 16/17. Transfer of funds will occur with Budget Amendment #2.

BACKGROUND: Staff recommends that the Council approve an agreement with Jeffery L. Bruce & Company for the design of the common area serving the Holiday Park baseball fields. The project will focus on the area around the existing concession stand and parking lot and drop-off area west of the concession stand. This involves minor electrical improvements, pedestrian lighting design, new public address system, sidewalks and gathering space pavement, memorial relocation, parking lot and drop-off area demolition/improvement, erosion control plan and SWPPP, stormwater improvements, entry features, irrigation, and concession building painting. Jeffery L. Bruce will complete a field survey, lead the design and input process, prepare construction documents, handle bidding, and administer construction.

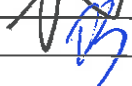
The proposed agreement with Jeffery L. Bruce & Company is attached along with a detailed Scope of Services.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Tometich Engineering, Inc.

Lead Staff Member: Sally Orgies 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Directing Preparation
of Plans and Specifications, Form of Contract,
and Estimate of Cost**

WHEREAS, the FY 2015-16 City Budget request includes funding for the following described public improvement:

Holiday Park Baseball Common Area

and,

WHEREAS, to complete said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared; and,

WHEREAS, Parks and Recreation Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Jeffery L. Bruce & Company of West Des Moines, Iowa;

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Jeffery L. Bruce & Company is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named public improvement project.

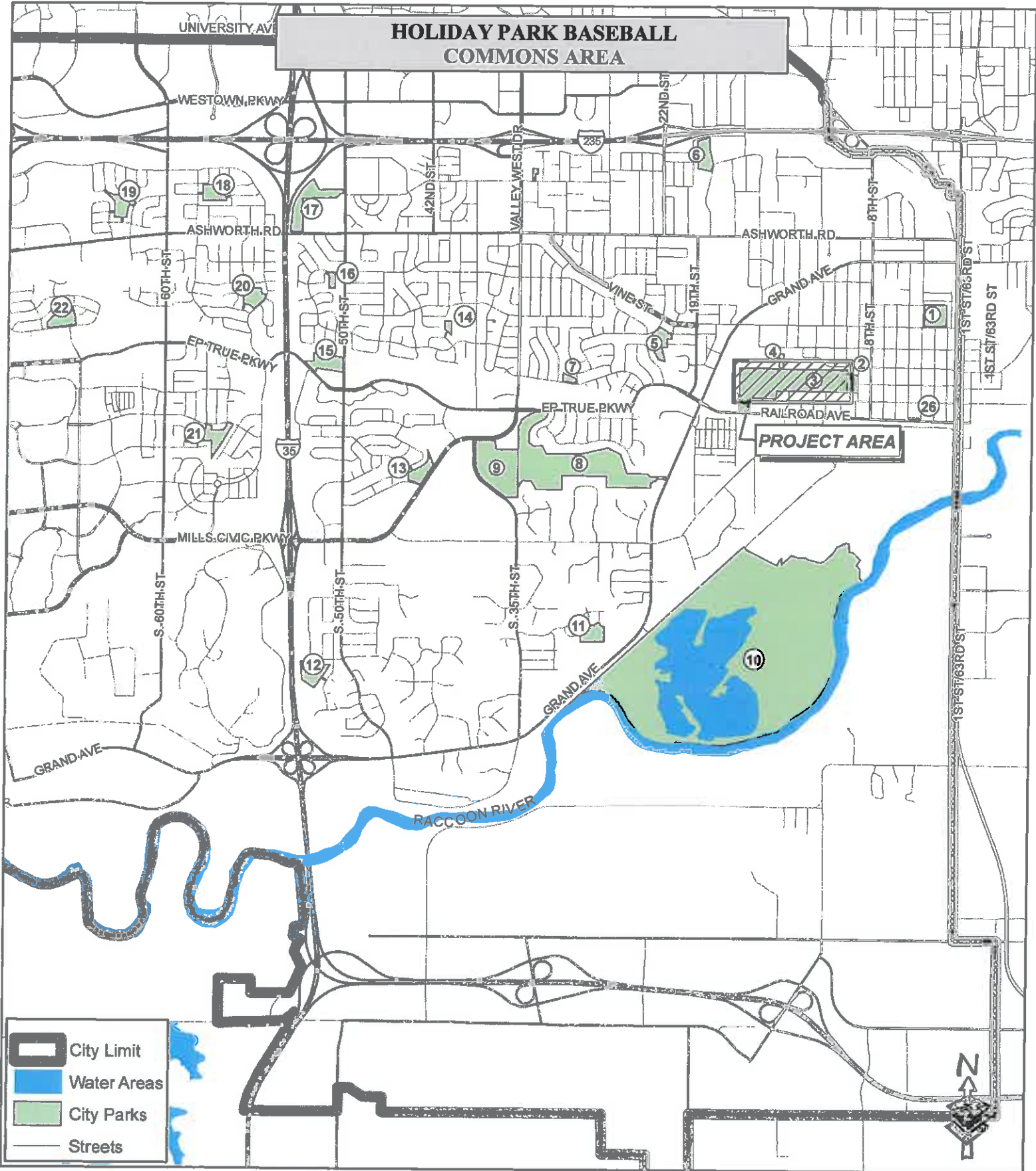
PASSED AND APPROVED this 14th day of December, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan Jacobson, City Clerk

HOLIDAY PARK BASEBALL COMMONS AREA



- | | | | |
|---------------------|---------------------------|-------------------------|-------------------------|
| 1. Legion Park | 8. East Jordan Creek Park | 15. Jordan Creek Park | 22. Wild Rose Park |
| 2. Wilson Park | 9. Southwoods Park | 16. Knolls Park | 23. Brookview Park |
| 3. Holiday Park | 10. Raccoon River Park | 17. CrossRoads Park | 24. Valley View Park |
| 4. Florer Park | 11. Scenic Valley Park | 18. Jaycee Park | 25. Maple Grove Park |
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| 6. Pearson Park | 13. Ashawa Park | 20. Meadowview Park | 27. Huston Ridge Park |
| 7. Kiwanis Park | 14. Western Hills Park | 21. Willow Springs Park | 28. Woodland Hills Park |



AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 30th day of November, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Jeffrey L. Bruce & Company, LLC, (Fed. I.D. # 43-1498267), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant \$36,940.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services ~~to the satisfaction of the City by performing the professional services~~ in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
 Attn: Ryan T. Jacobson, City Clerk
 Address: 4200 Mills Civic Parkway
 City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Jeffrey L. Bruce & Company, LLC
 Attn: Brian Davis
 Address: 1907 Swift Street
 City, State: North Kansas City, MO 64116

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City and in effect at the time the drawings are issued. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

Provided that the City complies with all obligations, including prompt payment of all sums when due under this Agreement, all sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement ("Work Product") shall become the property of the City; and reproducible set

shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project. Consultant has a non-exclusive license to use minor or standard details from the Work Product on other projects.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would

have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

F. If the City fails to make payment to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of service under this Agreement. If the Consultant elects to suspend or termination services, the Consultant shall give ten (10) days written notice to the City. In the event of a suspension or termination of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension or termination of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF WEST DES MOINES

BY: _____

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Included with cover letter dated November 06, 2015

ATTACHMENT 2
PROJECT SCHEDULE

Field Survey	December, 2015
Design and Input Process	January - February, 2016
Construction Documentation	February - March, 2016
Bidding	April, 2016
Construction Administration	July - September, 2016

ATTACHMENT 3

SCHEDULE OF FEES

Included with cover letter dated November 6, 2015

Additional Field Survey, Input Process, Construction Documentation, Bidding, and Construction Administration	\$34,940.00
Estimated Reimbursable Expenses	<u>\$ 2,000.00</u>
TOTAL	\$36,940.00

ATTACHMENT 1



06 November 2015

David Sadler, ASLA
Landscape Architect
Parks & Recreation Department
City of West Des Moines, Iowa
4200 Mills Civic Parkway
West Des Moines, IA 50265

Re: Proposal for Bid Documents and Construction Administration for Holiday Park – Phase IV (A)
Youth Baseball Field Improvements
West Des Moines, Iowa

Dear Mr. Sadler:

Thank you for the opportunity to provide this proposal for professional services and the opportunity to continue to serve the City of West Des Moines Park & Recreation. Jeffrey L. Bruce & Co. and our team (JBC Team) are excited about the chance to work with you and your staff and we are confident that we can be an integral part of your team. As part of our Team we have included the services of LT Leon for Civil Engineering and KCL for Electrical Engineering.

Based on the original RFP, our discussions on site of October 14th and the information you provided to our office on October 19th, we have prepared a scope of services and proposal describing and refining the work required to provide Bid Documents and Construction Administration for the Phase IV (A) Youth Baseball Field Improvements at Holiday Park. As we understand the scope of work for Phase IV (A), the JBC Team is prepared to enter into an agreement with your office to provide professional services as identified below for the project aspects for which JBC would be responsible for design and oversight of the Youth Baseball Field Improvements.

SCOPE OF WORK

Provide services as hereinafter described for design and preparation of Bid Documents followed by Construction Administration for the Youth Baseball Field Improvements for Phase IV (A) at Holiday Park.

SCOPE OF SERVICES

Field Survey

- Perform and prepare a site topography survey for additional areas around the Common Area in Holiday Park for Phase IV (A) which will include the following specific information:
 - Provide spot elevations or storm infrastructure information in areas that were not clearly defined in the original survey of the property to ensure design in functional to the current site conditions.

- Provide spot elevations of every chainlink fencing post around the left field or third base side of Field #7 to ensure proper design to match elevations for current and future phases. We assume that posts are +/- 10' on-center. To help us provide the most accurate grade information, these elevations and locations should be provided. When providing this information, all fencing gates and openings in the fencing should be provided as well. This should be made clear in the digital information provided to us that this is a gate or an opening and where the end post locations are.
- Provide the location of the drip lines for the trees. Please provide spot elevations along the drip line determination of these trees to ensure that grading revisions meet the existing grades at the driplines.
- Elevations and information provided will be referenced to the City of West Des Moines datum.

Input Process

- Attend one (1) project site visit / kick-off meeting to validate proposed concept drawing provided and site conditions and resolve issues of design direction, programming and coordination that will impact our design development phase of work.
- During this kick-off meeting visit, members of the JBC Team will meet with Parks and Recreation staff, and other individuals and organizations to determine general existing conditions, project guidelines and goals for the project and future improvements. JBC will come prepared with questions relating to the project for this process based on Holiday Park Phases I and II and experience on similar projects.
- Prepare and review Common Area Concepts with City Staff to determine project design direction and confirm design intent of this area.
- The JBC Team will assemble findings and recommendations based on the meeting with Parks and Recreation and others and provide these as a basis of design for the construction documents preparation of the project. Specific details of the findings and recommendations will be presented as a means of testing and validating decisions reached. The design team will receive and record comments of participants pertinent to the final resolution of the field recommendations.
- Based on the comments and feedback from these meetings, the JBC Team will prepare the City required Preliminary Site Plan as needed.
- Develop and prepare a Preliminary Opinion of Probable Cost for the aspects of the work designed and impacted by the JBC Team. We will advise your office as design decisions or site conditions impact these costs.

Construction Documentation

JBC will provide the following documentation, coordination and review to assist the design team in the preparation of construction documents:

- Facilitate and attend coordination/progress meetings at the Owners office (or via conference call) to review the project at 50% and 95% completion milestones.
- Update the Preliminary Opinion of Probable Cost for the aspects of the work designed and impacted by the JBC Team. We will advise your office as design decisions or site conditions impact these costs.
- Coordinate with your office and those responsible for project management and administration to ensure that our documentation is properly integrated. Document and summarize the results of these contacts.
- Prepare Common Area construction drawings including plans and details showing the following:
 - Minor Electrical Improvements – Convenience Outlets, Coordinate Overhead Power Line Relocation with MidAmerican Energy, etc....
 - Pedestrian Lighting Design (approximately 10 poles/bollards, etc...)
 - Minor Relocation of Electrical in Concession Stand
 - New PA System
 - Hardscape Sidewalks and Gathering Space Areas
 - Relocation of Memorial
 - Parking Lot and Drop-Off Demolition, Revisions and Improvements
 - Erosion Control Plan and SWPPP and submit NPDES General Permit No. 2. (Fee includes the cost for publication and permit (1 year).)
 - Utility Plan with Minor Storm Water Improvements (increase storm pipe sizing to existing pump and to maintain overland flows to the south and east)
 - Storm Improvements include developing construction documents which include improvements to the common area and associated drainage improvements. **The scope of work, does not include developing construction drawings for storm sewer and overland flow improvements that extend east beyond Field 7.**
 - Entry Features
 - Concession Building Painting (similar to painting performed in Phases I and II)
- Prepare limited common area irrigation construction drawings to tie into the irrigation system components installed as part of Phase I, II and III, including piping diagrams showing pipe sizing and point to point pipe routing, sprinkler heads, lines, valves, controllers, control systems, sensors, station volume and other pertinent design information.
- Separate specification subsections providing criteria for the purchase of equipment and materials. The subsections will comprise of the following subsections:
 - Electrical Work
 - Non-Playing Field Landscaping
 - Storm Water System Improvements

- Cast-in-Place Concrete for Walkways and/or Hardscape Areas
- Review of the construction documents developed for the facility by your office and the design team to determine if all design work critical to the operation of the improvements designed by the JBC Team has been accomplished as necessary to produce the desired improvements. We will review and comment on the following subsections:
 - Bidding Requirements
 - Bid Proposal Form
 - Contract Forms
 - Conditions of the Contract
 - Division 1 - General Requirements

Bidding & Negotiation Phase

JBC will provide the following coordination and review to assist the design team during the bid negotiation phase. Work provided would include the following:

- We will facilitate and attend one (1) Pre-Bid Meeting to be held at the project location to validate site conditions with the Bidders and help clarify the documents per the questions of the Bidders.
- Coordinate and communicate with the City of West Des Moines Parks and Recreation Department the Bidding Administration process as it relates to Addenda, RFI's and contractor questions. Our team will provide clarification or interpretation of the design team's plans.
- Provide a bid evaluation review matrix and present this information to the Owner for Contractor selection.
- Assist the Owner in the recommendation and pre-qualification of contractors and locally available materials and help coordinate the bid process review of competitive bids.
- **(*The printing for the Issuance of the Bid Documents to Contractors/Potential Bidders shall be performed as an outside service and will be billed directly without mark-ups to Parks & Recreation as a reimbursable expense. If the Bidding Process allows the JBC Team to charge (at a fee to be determined) the Contractors to get a copy of the Plans and Project Manual for Bidding purposes, the JBC Team will issue and provide the plans and project manual, any addenda, etc... to the Contractor directly.)** See also the Extra Services section below.

Construction Administration Phase

The work provided by JBC will include the following:

- JBC Team will provide a minimum of five (5) site visits during the construction of the work to observe and assist the City of West Des Moines Parks and Recreation Department during the construction period as a part of this proposal for all aspects of the scope of work. These visits will be focused on the following:
 - Facilitate and attend a Pre-Construction Meeting and regular site meetings with the Contractor
 - Evaluate and observe the demolition, earthwork, and finished grading process

- Monitor the construction of the common area and associated items
- Preliminary Punch Site Visit
- Final Punch Visit
- Evaluate completion of Common Area site improvements work for general compliance with the intent of the plans and specifications.
- Evaluate substitutions, RFI's, requests for proposals, change orders, payment applications by the Contractor and other applicable construction administration documents.
- Review, document and facilitate the submittal and shop drawing process with the Contractor.
- Prepare reports, memos, and letters to your office documenting progress meetings and on-site observations.

Out of Scope Items and Services Provided by Others

JBC will provide the preparation of design standards to establish minimum design requirements for the design teams to follow with respect to the preparation of design documents and quality control procedures related to the facility sports fields. JBC will be available to coordinate with the efforts of others to complete the work listed below.

- Documentation services to be provided by others are anticipated to include:
 - Architectural improvements including (but not limited to) bleacher facilities, maintenance & storage buildings, and related systems and improvements.
 - Site Utility extensions to field edge including water supply, sanitary sewer including all related permitting.
 - Site storm sewer improvements, including all related permitting related to construction permits.
 - Site mass grading, placement, and compaction and erosion control, including all related permitting relating to construction permits.
 - Related off-site improvements.
 - Site hospitality improvements including water fountains, telephones, etc.
 - Compiling, printing and issuing all bid and contract documents.
 - Advertisements and notifications

SERVICES NOT INCLUDED

- Office or site visits: The proposed scope of services includes three (3) office visits during the design phase and a minimum of five (5) on-site construction observation visits. Services and reimbursable expenses for additional site or office visits will be billed as extra services.
- Design and Budget Changes: Any conceptual changes resulting in increased complexity or changes in design requiring rework once the documentation process has been authorized may be considered extra services.
- Budget Control: The proposed scope of services includes budget opinions and assistance with value engineering.

EXTRA SERVICES

Bid Documents and Construction Administration for Holiday Park Youth Baseball Improvements – Phase IV (A)
West Des Moines, Iowa

- We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work, and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.
- Extra services will be provided on an hourly basis at the billing rates listed below, or the current hourly rates prevailing when services are rendered.
- Reimbursable expenses associated with extra services will be billed at direct cost.

INFORMATION TO BE SUPPLIED BY OWNER

- Utilities – water, sewer, gas, storm drainage, electricity, and telephone
- Existing hydraulic information, subsurface investigations and any other site-specific investigations.
- As-built drawings, specification, and/or construction plan of existing facility.

FEES

Based on the complexity of the project and the amount of documentation anticipated for the Holiday Park Youth Baseball Field Improvements, the JBC Team will provide the services described and in accordance with the RFP and subsequent meetings as a **Phased Fixed Fee of Thirty Four Thousand Nine Hundred Forty dollars (\$34,940.00)**. This proposal assumes an approximate Phase IV (A) budget of \$366,000 as stated in the updated information provided to JBC.

Bid Documents Construction Administration for Phase IV (A) Improvements

Additional Field Survey Information (Common Area)	\$ 2,200.00
Input Process	\$ 3,980.00
Construction Documents Preparation	\$ 11,770.00
Bidding*	\$ 3,090.00
<u>Construction Administration</u>	<u>\$ 13,900.00</u>
Total	\$ 34,940.00

(*The printing for the Issuance of the Bid Documents to Contractors/Potential Bidders shall be performed as an outside service and will be billed directly without mark-ups to Parks & Recreation as a reimbursable expense. If the Bidding Process allows the JBC Team to charge (at a fee to be determined) for the Contractors to get a copy of the Plans and Project Manual for Bidding purposes, the JBC Team will issue and provide the plans and project manual, any addenda, etc... to the Contractor directly.)

Estimated Reimbursable Expenses

Travel Costs, Printing (not including documents for bidding)
\$2,000.00

- Billing for services will be based on a percent of completion of the phased fee.
- Travel

- Travel time will be billed portal to portal.
 - Reimbursable expenses listed below are not included in the fee totals and will be billed at direct cost.
 - Automobile mileage from the base office of the partner or staff member traveling will be billed at the prevailing federal rate.
 - Lodging, meals and other living expenses associated with out-of-town travel.
 - If the Per Diem amount is to be billed as a reimbursable expense for this project, that amount is \$50.00 per day.
 - Plotting, document scanning, reproduction and xerography.
 - Courier services, postage, and handling of documents
 - Laboratory Testing Services
- Billing rates effective through 31 December 2016
 - Principal \$145.00/hr.
 - Senior Project Manager \$110.00/hr.
 - Project Landscape Architect \$ 80.00/hr.
 - Associate Landscape Architect \$ 70.00/hr.
 - Administrative \$ 55.00/hr.
 - Agronomic Consultant \$185.00/hr.

PAYMENT

- This proposal is contingent upon the following conditions relative to payment:
 - We will submit monthly invoices to your office.
 - Your office will submit our invoices for payment with your next regular billing cycle, or within 30 days, whichever is first.
 - Funds will be disbursed within 7 days of receipt of payment.
 - There will be no retention of funds due to us by either your office or your client.

SCHEDULE

- The schedule as provided by your office shall be to Design the Common Area in November through February of 2015/2016 and bid the project in March/April of 2016. Construction would start on the Common Area work about August of 2016.

INSURANCE

- We currently maintain the following project related insurance:
 - General liability in the amount of \$1,000,000.00
 - Professional liability in the amount of \$2,000,000.00
 - Automobile liability in the amount of \$1,000,000.00
 - Workers compensation/employer liability amount of \$500,000.00
 - Certificates of insurance will be provided upon request.

CONTRACT

- This proposal is not a contract for execution. Should the terms set forth herein be agreeable and acceptable as a basis for agreement, a contract for professional services will be prepared and executed prior to beginning work. This agreement constitutes the entire agreement between JBC and the City of West Des Moines. If there are conflicts or inconsistencies between this agreement and the prime agreement, the prime agreement will control.

LIMIT OF LIABILITY

- In recognition of the relative risks, rewards and benefits of the project to both the JBC Team and the City of West Des Moines, the risks have been allocated such that City of West Des Moines agrees that, to the fullest extent permitted by law, limit the JBC Team's total liability to the City of West Des Moines for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes and shall not exceed the lesser of JBC's professional liability insurance coverage or the professional liability insurance coverage available at the time of the settlement or judgment. Such causes include, but are not limited to, JBC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty

CREDITS AND ACKNOWLEDGMENTS

- Jeffrey L. Bruce & Company shall, where appropriate, be given credit and acknowledgment for natural turf system consulting by your office, your agent, and/or your client in published articles and/or promotional brochures.

TERMINATION

- The Client may terminate this Agreement at any time by written notice. If JBC or the Client terminates the Agreement, the Client will pay for services provided and expenses incurred up to the time notice is either sent or received by JBC.
- This Agreement shall be severable and any provision or part hereof to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties.

APPROVAL AND ACCEPTANCE

- Upon review of the foregoing terms, this proposal for services is approved and accepted, will Jeffrey L. Bruce & Company LLC as will prepare a contract for signature.

Bid Documents and Construction Administration for Holiday Park Youth Baseball Improvements – Phase IV (A)
West Des Moines, Iowa

Please let me know if you require any further information

Sincerely,

Brian Davis
Senior Project Manager
JEFFREY L. BRUCE & COMPANY LLC

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution - Approval of Amendment to 28E Agreement with City of Waukee
Joint Maintenance of Roads

FINANCIAL IMPACT:

City has assumed joint responsibility with the City of Waukee for roadway maintenance in the areas of the Grand Prairie Parkway Bridge and I-80. Costs associated with this area were factored into the current fiscal year budget.

BACKGROUND:

This is an update of our current 28E with the City of Waukee, adopted in 2010.

RECOMMENDATION:

City Council Adopt:

- Resolution approving amendment to 28E Agreement with City of Waukee and authorizing Mayor to execute Agreement.

Lead Staff Member: Bret Hodne, Director of Public Works

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director
Finance Director	Tim Stiles
Legal	Richard Scieszinski
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Works	
Dates(s) Published		Date Reviewed	December 7, 2015	
		Recommendation	Yes	No
				Split

RESOLUTION

WHEREAS, there is an existing Agreement between the City of Waukee and the City of West Des Moines in accordance with provisions of Chapter 28E, Code of Iowa, providing for the joint maintenance and servicing of several corporate line roads, all within Dallas County, Iowa, and;

WHEREAS, the City of Waukee and the City of West Des Moines desire to establish a new Agreement under the provisions of Chapter 28E, 2015 Code of Iowa, and;

WHEREAS, under Chapter 28E of the 2015 Code of Iowa, the City of Waukee, as a public agency, may enter into an Agreement with the City of West Des Moines, another public agency, to provide services to the mutual advantage of both agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, that the 28E Agreement, a copy of which is hereto attached, be duly approved and is authorized to be filed in the office of the Iowa Secretary of State and the Recorder of Dallas County, Iowa, and all things necessary to place said 28E Agreement in full force and effect in accordance with Chapter 28E, Code of Iowa, 2015, is herewith authorized.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this 28E Road Maintenance Agreement, and the City Manager and City Clerk are directed to file the same with the State of Iowa as provided by Chapter 28E.

IN WITNESS WHEREOF, the parties here to have set their hands, for the purpose herein expressed.

PASSED AND APPROVED this 14th day of **December, 2015**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**28E AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES, IOWA,
AND THE CITY OF WAUKEE, IOWA**

THIS JOINT MAINTENANCE AGREEMENT has been made and entered into by and between the City of West Des Moines, Iowa (also referred to as West Des Moines), a Municipal corporation organized and existing under the laws of the State of Iowa, and the City of Waukee (also referred to as Waukee), also a Municipal corporation organized and existing under the laws of the State of Iowa (also collectively referred to as Cities), in accordance with provisions of Chapter 28E, Code of Iowa, 2015. The purpose of this Agreement shall be to provide joint exercise of the respective powers of the Cities hereto in connection with the joint maintenance of certain roads and rights-of-way which are under the jurisdiction of both Cities. This Agreement shall become binding upon each party after approval by the City Council of West Des Moines and the City Council of Waukee. This document shall supersede any and all other documents pertaining to mutual agreement between the Cities for joint maintenance of certain roads and rights-of-way.

WITNESSETH:

WHEREAS, there are certain existing and corporate line roadways and rights-of-way and new roadways and rights-of-way within areas surrounded by and included in the corporate boundaries of the Cities and are presently being maintained by both Cities and;

WHEREAS, under Chapter 28E of the Code of Iowa, 2015, the City of Waukee, as a public agency, may enter into an Agreement with the City of West Des Moines, another public agency, to provide services to the mutual advantage of both agencies and;

WHEREAS, there is an existing Agreement between the Cities in accordance with provisions of Chapter 28E, Code of Iowa, 2009, providing for the joint maintenance and servicing of roadways within the Cities and;

WHEREAS, due to the changing character of certain roads by development of adjacent properties, the Cities desire to execute a new Agreement under the provisions of Chapter 28E, Code of Iowa, 2015, to provide for roadway and rights-of-way maintenance and services of existing and new corporate boundary roadways within and adjoining the Cities.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Termination of Existing Agreements. The existing agreement between the City of Waukee, Iowa, and the City of West Des Moines, Iowa, established in accordance with provisions of Chapter 28E, Code of Iowa, 2009, and approved by the City of Waukee on the 23rd day of August, 2010, and the City Council of the City of West Des Moines on the 23rd day of August, 2010, and providing for the joint maintenance by both Cities of certain common roadways all within Waukee, Iowa, is herewith terminated and shall no longer be in effect upon the approval and acceptance of this Agreement as provided herein.

2. University Avenue (NW 142nd Street and 98th Street (Waco Place)). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for snow and ice removal. The City of West Des Moines shall be responsible for the maintenance of all traffic island signs and overhead lane directional signs, as well as street painting including traffic control markings. Each City will be responsible for their respective side of the street for all signage, street sweeping, and pavement maintenance. It is agreed that there will be no additional access points along this segment of University without mutual agreement by both Cities. Maintenance costs (labor and materials) and any reconstruction costs of jointly owned traffic signals shall be shared equally. All costs related to traffic signals, street lights, fiber maintenance and cameras as agreed herein shall be paid by West Des Moines and 50% of said costs incurred shall be billed to Waukee on a quarterly basis, including but not limited to electric and maintenance costs. Reconstruction shall not be undertaken unless approved in writing by both cities. West Des Moines and Waukee will jointly be responsible for determination of applicable speed limits on this section of roadway.
3. 98th Street (Waco Place) (Between Ashworth Road and University Avenue). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for shoulder mowing and snow and ice removal. The City of West Des Moines shall be responsible for all road maintenance including all minor surface and shoulder repair, dust control and drainage related activities. Dust control will involve applying approximately 150 feet of dust suppressant on the road surface in front of residential properties that are in close proximity to the roadway. West Des Moines and Waukee will jointly be responsible for determination of applicable speed limits on this section of roadway. Each City will be responsible for their respective side of the street for all signage and street lights. It is agreed that there will be no additional access points along this segment of 98th Street without mutual agreement by both Cities. Maintenance costs (labor and materials) and any reconstruction costs of the jointly owned rail road crossing shall be shared equally.
4. Ashworth Road (Between Approximately 950 feet west of 88th Street and 98th Street). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for all snow and ice removal, shoulder maintenance and mowing from 88th to 98th Street. The City of West Des Moines shall be responsible for all maintenance of the road, including all minor pavement repair, street sweeping, and street painting from 88th Street to 98th Street. West Des Moines and Waukee will be jointly responsible for determination of applicable speed limits on this section of roadway. Each City will be responsible for their respective side of the street for all signage and street lighting. It is agreed that there will be no additional access points along this segment of Ashworth Road without mutual agreement by both Cities.
5. Grand Prairie Parkway (Between South and North Terminus of Grand Prairie Parkway I-80 Bridge). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for snow and ice related maintenance activities and street sweeping from the north terminus of the IDOT I-80 Bridge to Wendover Road. The City of West Des Moines shall be responsible for the blowing and hauling of snow in areas of the bridge where retaining walls do not allow the material to be

placed on the adjacent rights-of-way and all road maintenance including all minor pavement repair. The City of West Des Moines will be responsible for all applicable traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signage, traffic aids. West Des Moines and Waukee will jointly be responsible for determination of applicable speed limits on this section of roadway.

All costs related to traffic signals, cameras, fiber, siren and street lighting as agreed herein shall be paid by West Des Moines and 50% of said costs incurred shall be billed to Waukee on a quarterly basis, including but not limited to electric and maintenance costs. Reconstruction shall not be undertaken unless approved in writing by both cities. In the event of any street name changes all agency responsibilities will remain the same.

6. Any major construction or reconstruction within the public right-of-way of any road enumerated in this Agreement, including major construction or reconstruction of roadway paving and parking, shall be accomplished by mutual agreement between the Cities. Major construction or reconstruction shall include replacement and reconstruction of greater than 50 square yards of contiguous or proximate paving or aggregate placement of more than 200 ton per year. Each agency will be responsible for any damage incurred from official detour routes established on the other jurisdictions streets.
7. This Agreement shall remain in effect from the date it is electronically filed with the Iowa Secretary of State until terminated as provided herein. This Agreement may be terminated at any time by a resolution of the Waukee City Council or the West Des Moines City Council by giving ninety (90) days written notice of such intention to terminate. Notice of such termination shall be served by registered mail to the principal meeting place of the other agency. The termination of this Agreement shall not relieve either party of any obligation or liability arising during the term of the Agreement.
8. Each City shall be solely liable for any claim for damages filed that pertains to the services performed by that agency as outlined above. Each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain (a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or (b) by reason of the torts of the indemnifying party.
9. The costs for performing the duties outlined above shall be borne by the agency performing the service. Each party shall finance its costs in such a manner as permitted by law and as shall be determined by its respective City Council. Both parties agree to cooperate to the extent necessary to fully comply with all laws applicable to the financing of and contracting for any work or activity contemplated by this Agreement.

10. The parties hereunto shall approve this agreement by resolution of both the Waukee City Council and the West Des Moines City Council which shall authorize the execution of this Agreement. It will then be electronically filed in the office of the Iowa Secretary of State in accordance with Chapter 28E, Code of Iowa, 2015.
11. This is the entire Agreement between the parties and it may be amended only in writing, signed by authorized representatives of both parties.
12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.
13. For the purposes of this Agreement, the Director of Public Works for the City of West Des Moines shall be the Administrator of this project. By entering into this Agreement, the Cities do not intend to create a separate legal entity. The parties do not intend to jointly acquire or hold real or personal property under this Agreement.
14. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
15. Each party agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purpose herein expressed.

CITY OF WAUKEE, IOWA

CITY OF WEST DES MOINES, IOWA

Passed and Approved the
_____ day of _____, 2015.

Passed and Approved the
_____ day of _____, 2015.

Bill Peard, Mayor

Steven Gaer, Mayor

ATTEST:

ATTEST:

Becky Shuett, City Clerk

Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: December 14, 2015

ITEM:

Resolution -Approval of 28E Agreement with the City of Clive for the University Avenue Improvement Project, I-35 to 22nd Street.

FINANCIAL IMPACT:

The total cost of this STP project is estimated to be \$2,625,000. The Iowa DOT has agreed to pay up to \$568,800 for the project. The cities of Clive and West Des Moines will split the remaining cost in accordance with Exhibit B of the 28E Agreement. West Des Moines' share of the cost is estimated to be \$942,100 and will be paid from budgeted account no. 4050.75.820.6.7910.

BACKGROUND:

The City of Clive, with the support of West Des Moines, has an Iowa DOT STP Project for the asphalt resurfacing and median replacement on University Avenue from I-35 to 22nd Street. This portion of University Avenue has been identified and approved by the Des Moines Metropolitan Organization (MPO) for street rehabilitation. The City of Clive is the lead agency for this project. If approved, this project is anticipated to be let for contract in February of 2016 with construction taking place in the spring and summer of 2016. It anticipated this project will be completed by the fall of 2016.

OUTSTANDING ISSUES:

Clive and the Iowa DOT will also need to finalize their Chapter 28E Agreement for this project.

RECOMMENDATION:

Approve the Chapter 28E Agreement with the City of Clive regarding the University Avenue Improvement Project, I-35 to 22nd Street

Lead Staff Member: Jeffrey L. Nash, P.E.

STAFF REVIEWS

Department Director	Bret Hodne <i>JLN</i>
Appropriations/Finance	Tim Stiles, Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works
Date Reviewed	December 7, 2015
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

RESOLUTION NO. _____

RESOLUTION APPROVING THE 28E AGREEMENT WITH THE CITY OF CLIVE REGARDING THE UNIVERSITY AVENUE IMPROVEMENT PROJECT, I-35 TO 22ND STREET, WEST DES MOINES PROJECT NUMBER 0510-066-2015

WHEREAS, the cities of West Des Moines and Clive have negotiated an Iowa Code Chapter 28E Agreement for the University Avenue Improvement Project, I-35 to 22nd Street; and

WHEREAS, the Agreement sets forth the terms and conditions under which the parties will collaborate regarding the project; and

WHEREAS, approval of the Agreement is in the best interest of the City of West Des Moines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,

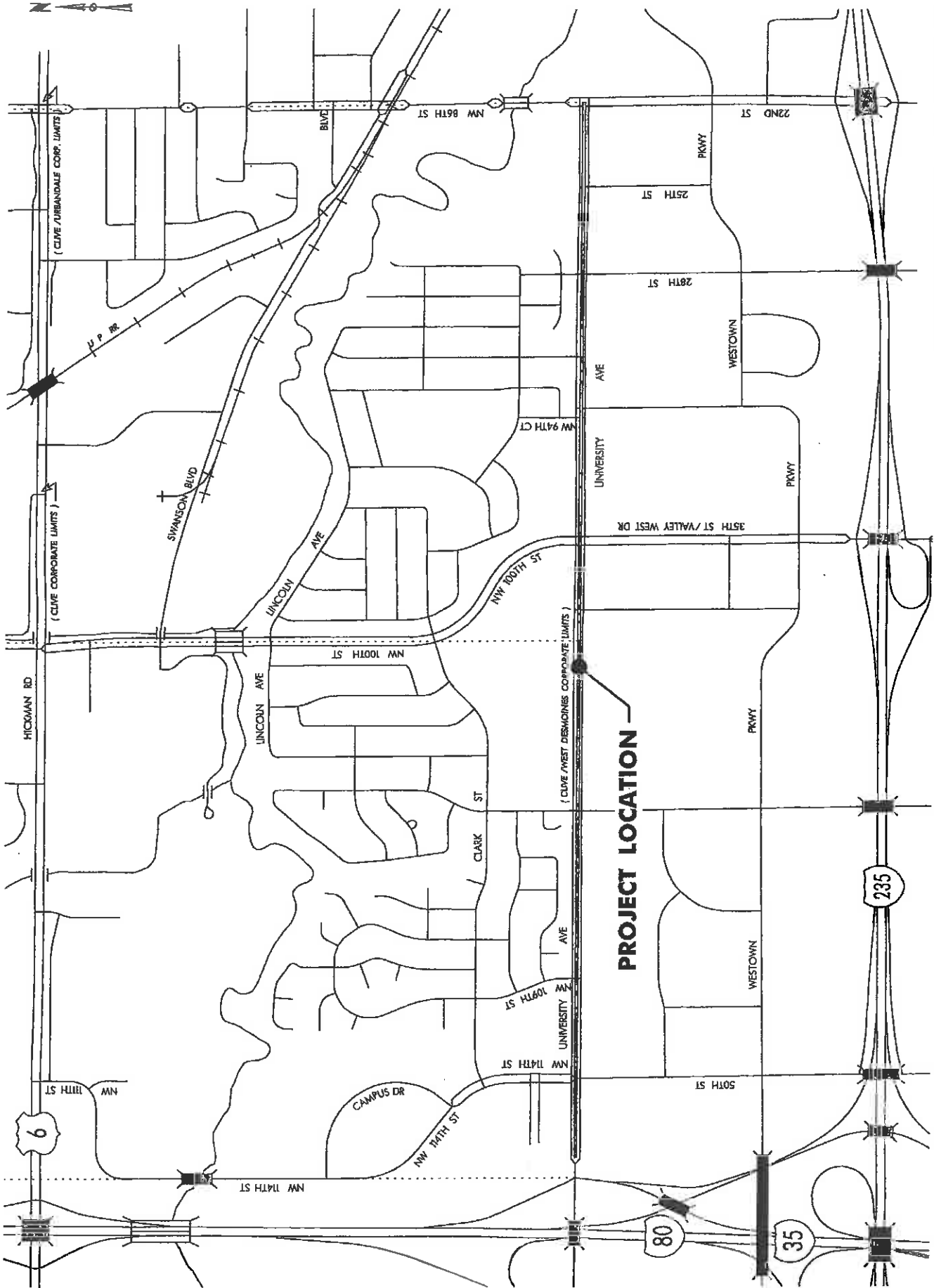
1. The Chapter 28E Agreement between the cities of West Des Moines and Clive is approved.
2. The Mayor is authorized to sign the Chapter 28E Agreement and the City Clerk is directed to attest to the Mayor's signature.
3. The City Clerk is directed to file a certified copy of the Agreement or make a copy available for filing with the Secretary of State of Iowa.

PASSED AND ADOPTED this _____ day of _____, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



UNIVERSITY AVENUE PROJECT LOCATION EXHIBIT A

EXHIBIT B

Estimated Total Project Cost

	Clive	West Des Moines	Total
<u>Costs</u>			
Construction	\$1,375,000	\$1,125,000	\$2,500,000
Design/Contract Administration	<u>\$25,000</u>	<u>\$100,000</u>	<u>\$125,000</u>
Total	\$1,400,000	\$1,225,000	\$2,625,000
<u>Funding</u>			
2016 STP	\$282,900	\$282,900	\$565,800
2012 STP Carryover	<u>\$288,000</u>		<u>\$288,000</u>
Total	\$570,900	\$282,900	\$853,800
Local Match	\$829,100	\$942,100	\$1,771,200

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CLIVE AND THE CITY OF WEST DES MOINES
FOR UNIVERSITY AVENUE IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 20____, by and between the CITY OF CLIVE, IOWA, a municipal corporation ("Clive") and the CITY OF WEST DES MOINES, IOWA, a municipal corporation ("West Des Moines") (Clive and West Des Moines are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, Clive and West Des Moines deem it beneficial to jointly undertake a public improvement project involving the construction of certain roadway improvements along University Avenue from the east termini of the Interstate 35/80 ramps to the NW 86th/ 22nd Street intersection; and

WHEREAS, under Chapter 28E of the Code of Iowa, Clive, as a public agency, may enter into an Agreement with West Des Moines, another public agency, to provide services to the mutual advantage of both agencies.

NOW, THEREFORE, the parties agree as follows:

1. Description of Project and Definition of Project Cost. The project that is the subject of this Agreement is a public improvement project involving the construction of certain roadway improvements in Clive and West Des Moines, including a hot mix asphalt (HMA) overlay and the replacement of medians on University Avenue from the east termini of the Interstate 35/80 ramps to the NW 86th/ 22nd Street intersection (collectively, the "Project") as generally depicted in Exhibit A attached hereto and incorporated herein by this reference. The "Total Project Cost" shall include, but not be limited to, (a) design services consisting of surveying, preparation of plans and specifications for the Project, preparation of bid documents, administration of the receipt of bids and the award of contract for the Project, (b) contract administration consisting of project management, construction observation and construction testing services, and (c) actual construction costs of the Project. The parties agree that the preliminary Total Project Cost estimate for the Project is \$2,625,000, as set forth in Exhibit B attached hereto and incorporated herein by this reference. The allocation of the Total Project Cost between the portion of the Project located in West Des Moines and the portion of the Project located in Clive is set forth in Exhibit B.
2. Lead Agency/Project Approval. Clive will serve as the lead agency for the Project and will enter into the construction contract for the Project. The Cities agree, however, that each City must approve the construction drawings for the improvements located within that City's corporate boundaries before the bid documents may be prepared. The Cities also agree that Clive will not enter into the Project Improvements Contract until the bids for the Project Improvements Contract have been considered and a bid accepted by both the Clive City Council and the West Des Moines City Council.

3. Allocation of Grant Funding between Cities. The Cities acknowledge and agree that the following grants have been obtained by the Cities to apply to the Project cost: (a) 2016 STP funds in the amount of \$565,800 have been obtained by the Cities, with 50% or \$282,900 applicable to the Clive portion of the Project and 50% or \$282,900 applicable to the West Des Moines portion of the Project, and (b) 2012 STP funds in the amount of \$288,000 have been obtained by Clive.
4. Responsibility for Project Cost in Excess of Grant Funding. The Cities agree that the actual Total Project Cost shall be allocated between the Cities based on the cost of the Project Improvements located within each Cities corporate boundaries and each City shall apply their portion of the grant funds to reduce the Project Cost. If, as estimated, the portion of the actual Project Cost allocated to West Des Moines exceeds the grant funds applicable to the West Des Moines portion of the Project, Clive, as lead agency, will bill West Des Moines for the amount that the project exceeds West Des Moines' grant funds. Such billing shall be made within thirty (30) days after the improvements associated with West Des Moines' portion of the project are accepted, and West Des Moines agrees to pay to Clive such amount within thirty (30) days after the date of the invoice from Clive. Clive acknowledges and agrees that Clive shall pay from its City funds the portion of the actual Total Project Costs allocated to Clive remaining after the grant funds are applied.
5. Acquisition of Right-of-Way and Easements. Each City acknowledges and agrees that it is responsible, at its own cost, to obtain any required right-of-way or easements for the Project. The Cities do not intend to jointly acquire or hold real or personal property under this Agreement.
6. Termination. Prior to the award of the Project Improvements Contract, either City may terminate this Agreement by providing the other City with written notice not less than thirty (30) days prior to the effective date of the termination.
7. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

- a. If to Clive, to:

City of Clive
City Hall
1900 NW 114th Street
Clive, Iowa 50325
Attn: City Manager

- b. If to West Des Moines, to:

City of West Des Moines
City Hall
4200 Mills Civic Parkway
West Des Moines, Iowa 50265
Attn: City Manager

or to such other address or person as hereafter shall be designated in writing by the applicable party.

8. **Miscellaneous.** This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be effected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.
9. **Filing/Recording of Agreement.** After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with provisions of Iowa Code 28E.8. The Agreement shall then be recorded in the offices of the Polk County Recorder and Dallas County Recorder in accordance with Iowa Code 28E.8.
10. **Separate Legal Entity.** This agreement is not intended to establish a separate legal entity.
11. **Administrators.** The Clive Engineering Services Administrator and the West Des Moines City Engineer shall be the designated administrators of this Agreement.
12. **Duration.** This agreement will go into effect upon passage by the Clive City Council and the West Des Moines City Council, and filing and recording as provided in paragraph 9 of this Agreement. This agreement shall remain in effect until the earliest to occur of the following: (a) it is terminated by the written agreement of the Cities, (b) it is terminated in accordance with paragraph 6 of this

Agreement, or (c) the improvements associated with the Project are accepted by the Cities, and West Des Moines has paid to Clive any portion of the actual Total Project Costs not covered by grant funds.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF WEST DES MOINES, IOWA

By: _____
Steven Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

State of Iowa)
) SS
County of Polk)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Steve Gaer and Ryan Jacobson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, passed (the Resolution adopted) by the City Council, under Roll Call of the City Council on the ____ day of _____, 20____, and that Scott Gaer and Ryan Jacobson acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Approval of Contract Amendment - High Quality Jobs Program (HQJP) Contract between Outcomes, Inc, Iowa Economic Development Authority (IEDA), and the City of West Des Moines (Contract #13-DF/TC-005) **DATE:** December 14, 2015

Resolution - Approve contract amendment between Outcomes, Inc., IEDA, and the City and authorize the Mayor to sign contract amendment on behalf of the City

FINANCIAL IMPACT: None.

BACKGROUND: Outcomes Inc., a company that provides Medication Therapy Management (MTM) services for insurance companies and pharmacies, moved to West Des Moines several years ago. In 2013, when the HQJP contract was signed, Outcomes, Inc. indicated they would hire 20 new people in the next three years, as reflected in Exhibit D of the contract. The hiring has not occurred as fast as expected. At their last Board meeting on November 20, 2015, the IEDA Board approved a 12-month extension for the hiring requirement. Since the City is also a signatory to the contract, the City must also sign the Contract Amendment for it to be approved.

OUTSTANDING ISSUES (if any): There are no outstanding issues.

RECOMMENDATION: That the City Council pass a resolution, approving the contract amendment and authorizing the Mayor to sign the amendment.

Lead Staff Member: Naomi Hamlett, AICP, Community and Economic Development



STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development	<i>CBE</i>
Appropriations/Finance		
Legal	<i>RS</i>	
Agenda Acceptance	<i>RTJ</i>	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed	N/A		
Recommendation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Attachments: Exhibit I – Contract Amendment
Exhibit II – Resolution

EXHIBIT I

CONTRACT AMENDMENT

RECIPIENT: **Outcomes Incorporated**
CONTRACT NUMBER: **13-DF/TC-005**
AMENDMENT NUMBER: **One**
EFFECTIVE DATE: **November 20, 2015**

THIS CONTRACT AMENDMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY** (hereafter "**IEDA**"), 200 East Grand Avenue, Des Moines, Iowa 50309, an agency of the State of Iowa, **Outcomes Incorporated** (hereafter "**Recipient**"), 505 Market Street, Suite 200, West Des Moines, IA 50265, and the **City of West Des Moines** (hereafter "**Community**") PO Box 65320, West Des Moines, IA, 50265.

WHEREAS, the Recipient requested an extension of their Project Completion Date, and

WHEREAS, the **IEDA BOARD** approved an extension, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

1. **REVISION OF EXHIBIT D, "JOB OBLIGATIONS."** Exhibit D is amended to revise the Project Completion Date. Details of this change are reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

Except as otherwise revised above, the terms, provisions, and conditions of Contract Number **13-DF/TC-005** remain unchanged and are in full force and effect:

FOR RECIPIENT:

FOR IEDA:

SIGNATURE

Deborah V. Durham, Director

PRINT/TYPE NAME, TITLE

Date

Date

FOR COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

EXHIBIT D – JOB OBLIGATIONS
REVISED
November 2015

Recipient: Outcomes Incorporated
Community: City of West Des Moines
Contract Number: 13-DF/TC-005

This Project has been awarded benefits from the High Quality Jobs Program (HQJP) – Tax Credit Component and High Quality Jobs Program (HQJP) – Project Completion Assistance Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by the Authority and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Business must achieve (at a minimum) the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS	Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date: August 31, 2015 2016 Maintenance Period Completion Date: August 31, 2017 2018			
Total employment at project location	50	20	70
Average wage of total employment at project location	\$30.26		
Qualifying Laborshed Wage threshold requirement (per hr)	\$19.27 (100%) \$23.12 (120%)		
Number of jobs at or above qualifying wage	24	20	44
Average Wage of jobs at or above qualifying wage	\$43.42		

Notes re: Qualifying Wages

1. Bonus or commission payments are not included when calculating the Qualifying Wage rate.
2. Employment Base includes zero “Retained Jobs”.
3. If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2.) By not checking the box and not providing the alternative schedule, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

EXHIBIT II

Prepared by: NHamlett, Community and Economic Development. P.O. Box 65320, West Des Moines, IA 50265-0320. 515-273-0770
When Recorded, Return to: City Clerk, City of West Des Moines and P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA APPROVING THE CONTRACT AMENDMENT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT AMENDMENT REGARDING THE ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE CONTRACT FOR OUTCOMES, INC. WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR ASSISTANCE UNDER THE HIGH QUALITY JOB PROGRAM (HQJP)

WHEREAS, the City Council of the City of West Des Moines on April 1, 2013, approved the HQJP contract for Outcomes, Inc. and directed the Mayor to sign the three-party contract (Contract #13-DF/TC-005) between the City, IEDA, and Outcomes, Inc.;

WHEREAS, Exhibit D of the contract indicates that Outcomes, Inc. will create 20 new jobs at the required wage thresholds within three years of the contract signing, and maintain those jobs for an additional two years;

WHEREAS, Outcomes, Inc. has requested from IEDA a time extension regarding the job obligation requirements;

WHEREAS, the IEDA Board approved such request for a time extension at their Board meeting on November 20, 2015;

WHEREAS, the terms, provisions, and conditions of the remainder of the contract remain unchanged and are in full force and effect;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES AS FOLLOWS:

SECTION 1. The City Council authorizes the Mayor to sign the contract amendment.

PASSED AND APPROVED on the 14th day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Iowa Economic Development Authority (IEDA)
Financial Assistance High Quality Jobs Program Application –
Project Madison

DATE: December 14, 2015

Resolution - Approving the IEDA application, and authorizing the Mayor to sign the IEDA application

FINANCIAL IMPACT: The City anticipates using TIF revenues to finance an economic development grant of approximately \$423,049 to the developer (based on an \$8,000,000 investment) to serve as the required match for financial assistance provided by IEDA. These expenditures will be funded by future incremental property tax revenues generated by properties within an Urban Renewal Area that will need to be created.

BACKGROUND: Project Madison, a financial services company is seeking approximately \$806,000 in financial assistance from the Iowa Economic Development Authority (IEDA) through a forgivable loan, job training funds, and tax credits, which will require a local match from the City. The City will meet its match requirement through the use of a five-year sliding scale tax rebate (75% the first year; 60% the second year; 45% the third year, 30% the fourth year, and 15% the fifth year), which will equal approximately \$423,049. The company expects to occupy part of an existing building (50,000-75,000 square feet) and build 25,000 square feet of additional space, and bring approximately 50 new technology jobs to West Des Moines by 2017.

If the project goes forward, an Urban Renewal Plan/TIF Ordinance will need to be created and a development agreement between the company, landowner, and City will need to be negotiated.

OUTSTANDING ISSUES (if any): There are no outstanding issues.

RECOMMENDATION: That the City Council pass a resolution, authorizing the Mayor Pro tem to sign the application and directing the City Manager or his designee to act as the City's authorized representative in the filing of the application.

Lead Staff Member: Naomi Hamlett, AICP, Community and Economic Development

STAFF REVIEWS

Department Director	Clyde E. Evans, Director, Community and Economic Development	<i>CBE</i>
Appropriations/Finance		
Legal		
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed	N/A		
Recommendation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Attachments: Exhibit I – Economic Development Financial Assistance Application – Signature Page
Exhibit II – Resolution

EXHIBIT I

SECTION H

Certification & Release of Information

- 1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
- 2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? Yes No
- 3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity? Yes No
- 4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
- 5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
- 6. *If yes to any of the above, please provide additional explanation:* There are two lawsuits pending against INTL FCStone Inc. regarding employment matters brought by former employees in the Circuit Court of Clay County, MO, the aggregate amount claimed is less than \$250,000.

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms have been met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):

 12-9-15
Signature _____ Date _____

Signature _____ Date _____

DAVID SMOLDT - PRESIDENT COMM.
Name and Title (typed or printed) DIV.

Name and Title (typed or printed)

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has

EXHIBIT II

Prepared by: NHamlett, Community and Economic Development, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-273-0770
When Recorded, Return to: City Clerk, City of West Des Moines and P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA
AUTHORIZING THE MAYOR PRO TEM TO SIGN THE APPLICATION AND THE CITY
MANAGER TO ACT ON THE CITY'S BEHALF REGARDING THE FINANCIAL
ASSISTANCE APPLICATION FOR PROJECT MADISON WITH THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY (IEDA) FOR ASSISTANCE UNDER THE
HIGH QUALITY JOBS PROGRAM (HQJP)**

WHEREAS, the City Council of West Des Moines on December 14, 2015 directed staff to file a formal application for financial assistance in support of Project Madison within West Des Moines, Iowa;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES AS FOLLOWS:

SECTION 1. The City Council authorizes the Mayor Pro tem to sign the formal application for financial assistance to assist Project Madison

SECTION 2. The City Council authorizes the City Manager to file the formal application with IEDA and sign all pertinent papers on behalf of the City as it relates to this application.

SECTION 3. The total financial assistance amount from IEDA is \$806,000 through a forgivable loan, job training funds, and tax credits. The City is required to provide a local match which will be met through a five-year sliding scale tax rebate, which will amount to approximately \$423,049.

PASSED AND APPROVED on the 14th day of December, 2015.

John Mickelson, Mayor Pro tem

ATTEST:

Ryan T. Jacobson
City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: December 14, 2015

ITEM: Approval to add Sienna Ridge to the City's Solid Waste Collection Program and approval and acceptance of Hold Harmless Agreement – Sienna Ridge Master Association, Inc. – c/o Sue Clark Real Estate Services, P. O. Box 71637, Clive, IA 50325-0637

RESOLUTION: Approval of Addition to Solid Waste Collection and Recycling Program and Approval and Acceptance of Hold Harmless Agreement

FINANCIAL IMPACT: The cost to the City to add additional residents to the City's solid waste collection and recycling contract is negligible.

BACKGROUND: On January 21, 2013, the City Council approved an amendment to City Code to allow West Des Moines residences on private streets and within private developments to participate in the City's residential solid waste collection (household and yard waste) and recycling program.

The City recently received a request from Jody Smith, President of the Sienna Ridge Master Association, Inc., to join our solid waste collection program. Sienna Ridge is located northwest of 81st Street and E.P.True Parkway and consists of 32 single family detached and 60 single family attached townhome units all served by private streets. The development is fully built out and occupied. Attached is a map of the development.

City and West Des Moines Water Works billing staff and the Metro Waste Authority (MWA) have reviewed this request and have no objections to the addition of this private development to the City's solid waste collection and recycling contract. The homeowner's association has signed the attached hold harmless agreement to indemnify and hold the City, Metro Waste Authority, and the individual waste haulers harmless from any and all liability and claims for any damage that may occur to their private streets and driveways relating to or arising out of the collection of solid waste and recycling.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review, staff recommends the City Council adopt a resolution to add the Sienna Ridge to the City's residential solid waste collection and recycling program and approve and accept the Hold Harmless Agreement.

Lead Staff Member: Joseph C. Cory, Deputy Public Works Director

STAFF REVIEWS:

Department Director	Bret Hodne, Public Works Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	Ryan Jacobson, City Clerk

PUBLICATION(S) (if applicable):

Published In	Noticing not required
Date(s) Published	
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works
Date Reviewed	December 7, 2015
Recommendation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Request Letter
- Exhibit III - Resolution
- Exhibit IV - Hold Harmless Agreement

Exhibit 1



SIENNA RIDGE
West Des Moines, Iowa

Exhibit II

November 24, 2015

Mr. Joe Cory, Deputy Public Works Director
City of West Des Moines
P. O. Box 65320
West Des Moines, IA 50265-0320

Joe:

The Board of Directors of the Sienna Ridge (Master) Homeowners Association (HOA) has approved actions requesting recycling and trash collection services be provided, effective Friday, July 1, 2016, by the City of West Des Moines (WDM) and Metro Waste Authority (MWA) vendor.

Enclosed is the HOA approved/executed Indemnity/Hold Harmless Agreement required to move forward with this request. Once approved, executed and recorded, I would appreciate receiving a copy of the final Agreement.

Please let me know if you need anything else from the HOA on this matter.

Sincerely,



Jody E. Smith, President
Sienna Ridge Master Association, Inc.

JES:

c: HOA Board members Bob Clabaugh, Ginny Livingstone and Mark Miller
Sue Clark Real Estate Services
Reo Menning, Metro Waste Authority

RESOLUTION

A RESOLUTION APPROVING THE ADDITION OF SIENNA RIDGE TO THE CITY'S SOLID WASTE COLLECTION AND RECYCLING PROGRAM AND APPROVING AND ACCEPTING THE RELATED HOLD HARMLESS AGREEMENT

WHEREAS, the City of West Des Moines, Iowa, has received a request from the President of the Sienna Ridge Master Association, Inc. to voluntarily join the City's solid waste and recycling collection program; and,

WHEREAS, the Sienna Ridge is a private residential development not directly accessed by public streets and as such the City Council has the discretion to approve the addition of said private development to the City's solid waste and recycling collection program; and,

WHEREAS, the following document establishing an indemnity/hold harmless agreement related to the provision of solid waste and recycling collection has been presented to the City for approval and it is the policy of the City of West Des Moines, Iowa, to approve agreements involving any property interests of the City:

Indemnity/Hold Harmless Agreement to indemnify and hold the City, Metro Waste Authority, and the individual waste haulers harmless from any and all liability and claims for any damage that may occur to their private streets and driveways relating to or arising out of the collection of solid waste and recycling on the association owned property legally described as Heritage Hills Plat 1, official plat, City of West Des Moines, Dallas Count, Iowa and Heritage Hills Plat 3, official plat, City of West Des Moines, Dallas County, Iowa; and,

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described document.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, THE FOLLOWING:

1. The addition of the Sienna Ridge to the City's solid waste and recycling collection program and contract is hereby approved.
2. The document described above is hereby approved and accepted and shall be, fully executed by the Mayor and City Clerk and filed with the county recorder as appropriate.

PASSED AND ADOPTED this 14st day of December, 2015

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on December 14, 2015, by the following vote:

ATTEST:

Ryan Jacobson, City Clerk

Prepared by: Joseph C Cory, Public Works Department, City of West Des Moines, P.O. Box 65320, WDM, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320
Address Tax Statement to: Not applicable

INDEMNITY/HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2015 by and between the **SIENNA RIDGE MASTER ASSOCIATION** (hereinafter known as “Association” or “the Association”), and the **CITY OF WEST DES MOINES**, an Iowa municipal corporation (hereinafter known as “City” or “the City”).

WITNESSETH:

WHEREAS, the Association is comprised of the Owners of parcels of land located in West Des Moines, Iowa; and

WHEREAS, the parcel(s) of land owned by the Association are legally described as:

**Heritage Hills Plat 1, official plat
City of West Des Moines, Dallas County, Iowa;**

and

**Heritage Hills Plat 3, official plat
City of West Des Moines, Dallas County, Iowa;**

and

WHEREAS, the Association has requested to participate in the City’s solid waste collection and recycling program, which is operated in conjunction with the Metro Waste Authority; and

WHEREAS, in order to participate in the solid waste collection and recycling program, it will be necessary for agents of the City, Metro Waste Authority and Waste Management and Waste Connections to access the private property of the Owners and the Association; and

WHEREAS, in order to participate in the solid waste and collection and recycling program, the Association has agreed to release and/or indemnify and hold the City, the Metro Waste authority, Waste Management and Waste Connections, and/or any other private hauler operating under the authority of the City and the Metro Waste Authority, harmless from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney’s fees related to or arising from the collection of solid waste and recycling occurring on the Association land as part of the City’s program.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by all parties, the City and the Association hereby agree as follows:

Participation in Program. The City, in conjunction with the Metro Waste Authority, agrees to allow the Association to participate in the solid waste collection and recycling program as provided by West Des Moines Code of Ordinance Title 4, Chapter 5, “Solid Waste Control,” pursuant to the terms and conditions imposed by

the Ordinance and the rules and regulations of the City of West Des Moines governing the program. The Association agrees to abide by and comply with all terms and conditions of the program, including the terms and conditions imposed by this Agreement.

Hold-Harmless. The Association agrees to release and hold the City, Metro Waste Authority, Waste Management and Waste Connections, and any other private hauler(s) operating under the authority of the City and Metro Waste Authority, their officials, employees, agents and assigns, harmless from any and all losses, damages, claims or expenses, including court costs and reasonable attorney fees, incurred or asserted by the Association or the Owners for damage to the Association's tangible property, arising from the collection of solid waste collection and recycling as part of the City's program.

Running of Benefits and Burdens. The terms and conditions of this Indemnity/Hold Harmless Agreement are binding upon the Association including, but not limited to, future owners, developers, successors-in-interest, 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.

Termination. Either party may terminate its participation in the program with written notice provided to the non-terminating party no less than one year prior to the date of termination. Written notice shall be provided to the parties as follows:

City of West Des Moines
City Clerk
4200 Mills Civic Parkway
West Des Moines, IA 50265

Sienna Ridge Master Association
c/o Sue Clark Real Estate Services
P. O. Box 71637
Clive, IA 50325-0637

Jurisdiction and Venue. The Association agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Indemnity/Hold Harmless Agreement and said parties shall consent to the jurisdiction of Dallas County, Iowa.

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

Parties. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Association" shall refer to the Sienna Ridge Master Association, its assigns, successors-in-interest and lessees, if any.

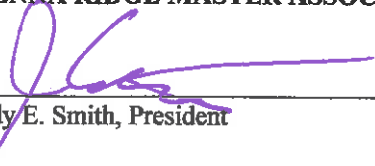
Paragraph Headings. The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

Integration/Construction. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof, and no amendments or additions to this Agreement shall be binding unless in writing and executed by the Owners and the City. This Agreement has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and any Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.

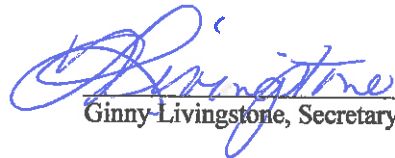
Recording. This instrument shall be recorded in the Office of the Dallas County Recorder. Cost of recording shall be the responsibility of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

SIENNA RIDGE MASTER ASSOCIATION



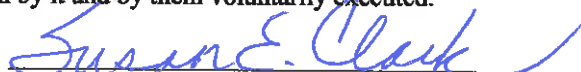
Jody E. Smith, President



Ginny Livingstone, Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 24th day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jody E. Smith and Ginny Livingstone to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Sienna Ridge Master Association and that the said instrument was signed by the President and Secretary of the Association; and that the execution of this instrument is the voluntary act and deed of the Association by it and by them voluntarily executed.



Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson
City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Ryan Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, a Municipal Corporation executing the within and foregoing instrument; that said instrument was signed and sealed on behalf of the City of West Des Moines, Iowa, by authority of its City Council by Resolution _____ adopted on _____, 2015 and that said Steven K. Gaer and Ryan Jacobson as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of West Des Moines, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution – Authorizing Approval and Acceptance of Easements
Community Center Interior Renovations Project

FINANCIAL IMPACT:

No cost to the City for the temporary ROW.

BACKGROUND:

The Community Center building at 217 5th Street is undergoing interior renovations. Part of the project includes installation of a new water service line to the building from the water main located along 4th Street. To avoid closing 4th Street and the public parking lot, the service line will be installed by boring underneath the street and parking lot. The boring equipment and activities will be located in the front yards of 217 and 221 4th Street to allow adequate clearance around the utility lines within the street right-of-way. The property owners of 217 and 221 4th Street have agreed to allow the access to their properties and the associated work and have executed Temporary Construction Easements.

For policy and title purposes, formal acceptance by the City Council of the Temporary Construction Easements is required.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Resolution authorizing approval and acceptance of easements associated with the Community Center Interior Renovations Project located at 217 5th Street.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Date(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION AUTHORIZING APPROVAL AND ACCEPTANCE OF EASEMENTS
FOR THE CONSTRUCTION OF THE
COMMUNITY CENTER INTERIOR RENOVATIONS PROJECT
PROJECT NUMBER 0510-077-2014
217 5TH STREET**

WHEREAS, on June 29, 2015, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known as Community Center Interior Renovations project; and

WHEREAS, it is the policy of the City of West Des Moines, Iowa to approve the conveyance of all property interests to the City; and

WHEREAS, two temporary construction easements necessary for the project have been donated to the City; and

WHEREAS, the temporary construction easements on the following properties have been presented to the City for acceptance;

Temporary Construction Easements within the properties located at 217 4th Street (Lot 14 Block 12 in Valley Junction, an Official Plat now included in and forming a part of the City of West Des Moines, Polk County, Iowa) and 221 4th Street (Lot 15 Block 12 in Valley Junction, an Official Plat now included in and forming a part of the City of West Des Moines, Polk County, Iowa)

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. The documents described above conveying temporary construction easements to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The documents shall be filed with the County Recorder as appropriate.

PASSED AND ADOPTED this 14th day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Prepared by: L.Schemmel, Development Services Department, PO Box 65320 West Des Moines IA 50265-0320 (515) 222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Willard Selser and Nicole Engler-Selser, hereinafter referred to as "Grantor", owner of property upon which this easement is located, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of West Des Moines, a municipal Corporation, hereinafter referred to as the "Grantee", a Temporary Construction Easement upon the real property shown and generally described on the attached Exhibit "A" within Lot 14, Block 12, Valley Junction, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa (locally known as 217 4th Street). Said easement is to aid in the installation of a water service line to be connected to the water main located in the right-of-way of 4th street adjacent to said property.

1. Use and Purpose of the Easement

- a. This Temporary Construction Easement shall be for the purpose of permitting the Grantee, its agents, contractors and employees a right of entry in, upon and onto the property described on the attached Exhibit "A" for the purpose of construction of a water service line.
- b. The Temporary Construction Easement shall be from the date of signing until the 30th day of May, 2016, or until construction and site restoration is complete, whichever occurs first.
- c. The Temporary Construction Easement will only be used as necessary for the actual construction of the project and restoration. Grantors may continue use of the area within the temporary easement so long as said use does not interfere with the construction project.
- d. The Grantee shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement as set forth in Section 1(b) above. This shall include any construction related damage that has occurred to landscaped area including sod.

- e. Nothing in this grant of temporary easement shall obligate the Grantee to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the Grantee, its employees or contractors.

2. Hold Harmless

Each party shall indemnify and hold harmless the other party from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

3. Successors and Assigns

The terms and conditions of this Temporary Construction 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, are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

4. Lawful Authority

The Grantors covenant with the Grantee that they hold the property by good and perfect title and that the Grantors have a right and lawful authority to make and execute this Temporary Construction Easement.

5. Jurisdiction and Venue

The Grantors agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Polk County, Iowa.

6. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "Grantor" as used herein shall refer to Willard Selser and Nicole Engler-Selser, owners of said property. The term "Grantee" shall refer to the City of West Des Moines, a municipal Corporation

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Dated this 5th day of November, 2015.

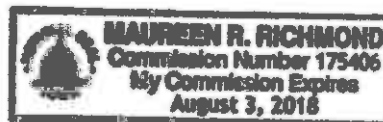
By: *Willard Selser*
Willard Selser, Owner

By: *Nicole Engler-Selser*
Nicole Engler-Selser, Owner

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this 5th day of November, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Willard Selser and Nicole Engler-Selser, to me personally known, who being by me duly sworn, did say that they are the owners of the subject property, executing the within and foregoing record and acknowledged that they executed the same as their voluntary act and deed of the Grantor, by it and by them voluntarily executed.

Maureen R. Richmond
Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

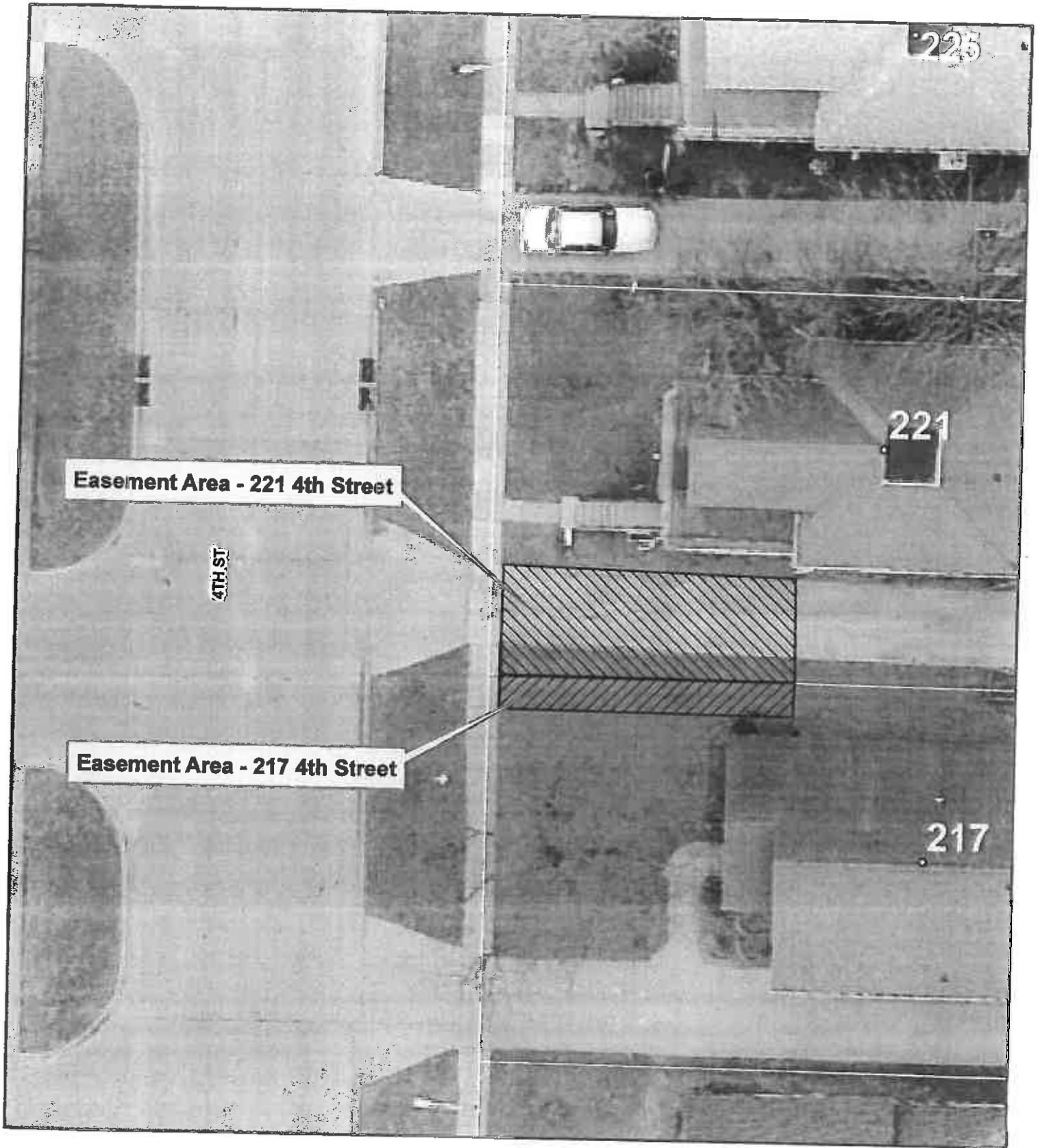
Attest:

Ryan T. Jacobson,
City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing record and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



**Exhibit A - Temporary Construction Easement
217 and 221 4th Street**



Prepared by: L.Schemmel, Development Services Department, PO Box 65320 West Des Moines IA 50265-0320 (515) 222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Adam Stills and Margo Stills, hereinafter referred to as "Grantor", owner of property upon which this easement is located, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of West Des Moines, a municipal Corporation, hereinafter referred to as the "Grantee", a Temporary Construction Easement upon the real property shown and generally described on the attached Exhibit "A" within Lot 15, Block 12, Valley Junction, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa (locally known as 221 4th Street). Said easement is to aid in the installation of a water service line to be connected to the water main located in the right-of-way of 4th street adjacent to said property.

1. Use and Purpose of the Easement

- a. This Temporary Construction Easement shall be for the purpose of permitting the Grantee, its agents, contractors and employees a right of entry in, upon and onto the property described on the attached Exhibit "A" for the purpose of construction of a water service line.
- b. The Temporary Construction Easement shall be from the date of signing until the 30th day of May, 2016, or until construction and site restoration is complete, whichever occurs first.
- c. The Temporary Construction Easement will only be used as necessary for the actual construction of the project and restoration. Grantors may continue use of the area within the temporary easement so long as said use does not interfere with the construction project.
- d. The Grantee shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement as set forth in Section 1(b) above. This shall include any construction related damage that has occurred to landscaped area including sod.

- e. Nothing in this grant of temporary easement shall obligate the Grantee to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the Grantee, its employees or contractors.

2. Hold Harmless

Each party shall indemnify and hold harmless the other party from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

3. Successors and Assigns

The terms and conditions of this Temporary Construction 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, are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

4. Lawful Authority

The Grantors covenant with the Grantee that they hold the property by good and perfect title and that the Grantors have a right and lawful authority to make and execute this Temporary Construction Easement.

5. Jurisdiction and Venue


The Grantors agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Polk County, Iowa.

6. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "Grantor" as used herein shall refer to Adam Stills and Margo Stills, owners of said property. The term "Grantee" shall refer to the City of West Des Moines, a municipal Corporation

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Dated this 24 day of November, 2015.

By: 
Adam Stills, Owner

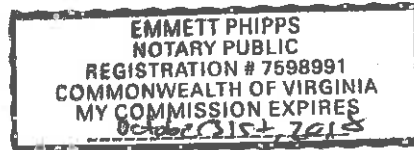
By: 
Margo Stills, Owner

STATE OF Virginia)
COUNTY OF chesterfield)^{SS}

On this 24th day of November, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Adam Stills and Margo Stills, to me personally known, who being by me duly sworn, did say that they are the owners of the subject property, executing the within and foregoing record and acknowledged that they executed the same as their voluntary act and deed of the Grantor, by it and by them voluntarily executed.



Notary Public in and for the State of Virginia



CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

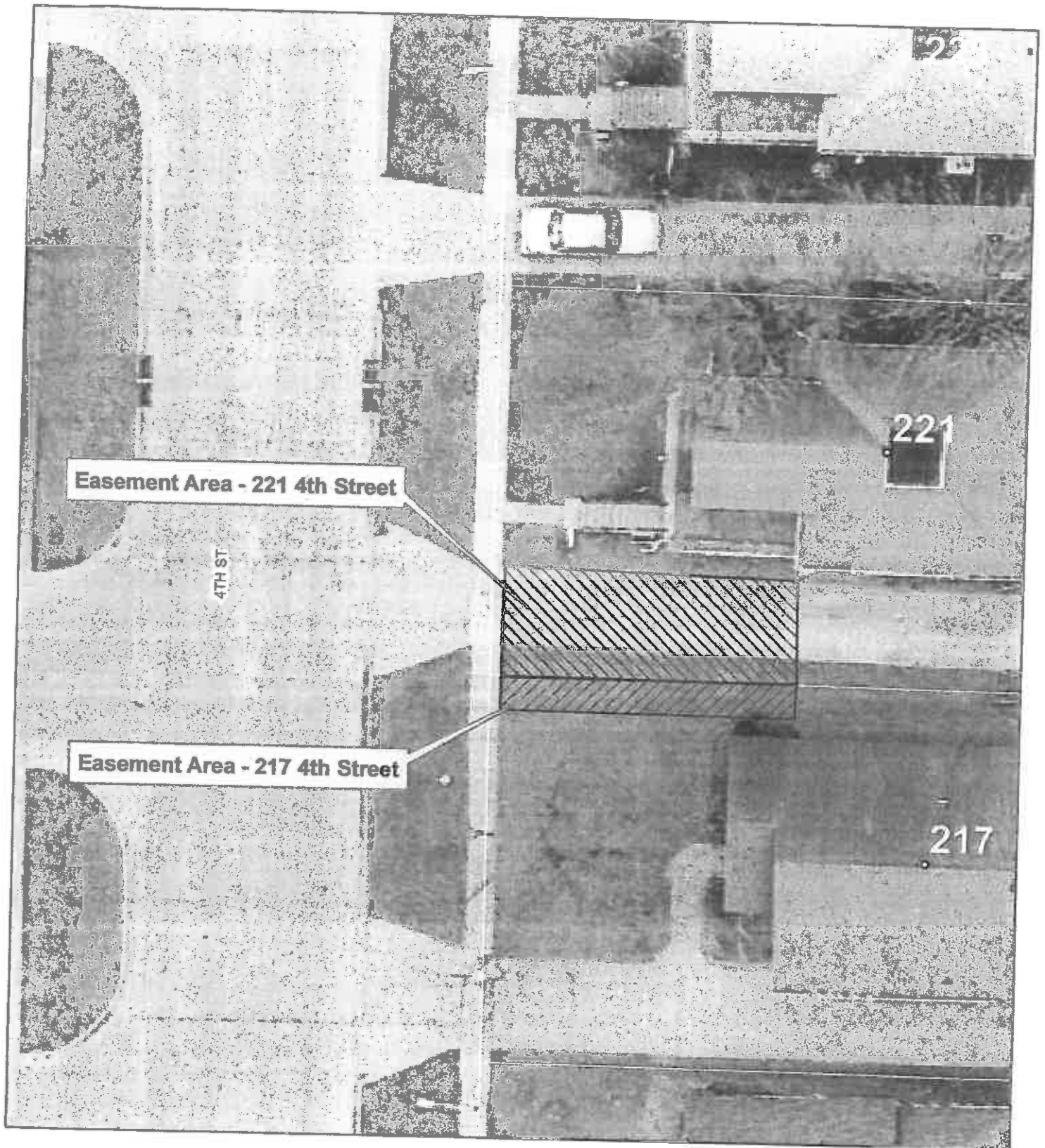
Attest:

Ryan T. Jacobson,
City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing record and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



**Exhibit A - Temporary Construction Easement
217 and 221 4th Street**



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM: Dollar Tree, 800 1st Street - Approval and Acceptance of a Temporary Construction Easement –
First Street, LP – SP-002842-2015

Resolution: Approval and Acceptance of Temporary Construction Easement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City Council approved a site plan for Dollar Tree to be located at 800 1st Street on October 19, 2015 (SP-002842-2015). As part of the approval of the site plan a temporary construction easement was required to be executed with the City of West Des Moines to allow grading operations to occur on City property south of the Dollar Tree store. It is anticipated that once the proposed regional storm water structure is installed through this area of the property (south of the Dollar Tree store), the applicant will purchase the City owned property to change the location of the southernmost access drive to the site to its permanent location.

Exhibit II is a copy of the easement. For policy purposes, formal acceptance by the City Council of this easement is required.

CITY COUNCIL SUBCOMMITTEE: Acceptance of this document by Council is a required formality; this item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the temporary construction easement, granted by the City as part of the approval of a site plan for the construction of a Dollar Tree store at 800 1st Street.

Lead Staff Member: Brian S. Portz, AICP *BP*

STAFF REVIEWS

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	<i>RS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Date(s) Published	N/A
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- | | |
|------------|---------------------------------|
| Exhibit I | Resolution |
| Exhibit II | Temporary Construction Easement |

Prepared by: B. Portz Development Services, City of WDM, PO Box 65320, WDM, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT RELATED TO A SITE PLAN GRANTED TO 800 1ST STREET FOR CONSTRUCTION OF A DOLLAR TREE STORE

WHEREAS, it is the policy of the City of West Des Moines, Iowa to approve and accept all easements conveying property and other interests of the City; and

WHEREAS, the following documents have been presented to the City for approval and acceptance; and

Temporary Construction Easement for that property locally known as 800 1st
Street and legally described as:

PART OF LOT 1 OF LINNWILL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N89°44'38"W ALONG THE SOUTH LINE OF SAID LOT, 223.35 FEET TO A CORNER ON SAID SOUTH LINE; THENCE N00°12'23"W ALONG SAID SOUTH LINE, 50.26 FEET TO A CORNER ON SAID LINE; THENCE CONTINUING N0°12'23"W, A DISTANCE OF 177.19 FEET; THENCE N90°00'00"E, A DISTANCE OF 224.35 FEET TO THE EAST LINE OF SAID LOT; THENCE S0°02'50"W ALONG SAID LINE, 228.45 FEET TO THE POINT OF BEGINNING; CONTAINING APPROXIMATELY 51,027 SQUARE FEET (1.17 ACRES.).

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the document(s) described above conveying property and other interests of the City of West Des Moines, Iowa, are hereby approved and accepted and shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 14th day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Prepared by: B. Portz, Development Services Department, PO Box 65320 West Des Moines IA 50265-0320 (515) 222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

TEMPORARY CONSTRUCTION EASEMENT

The undersigned City of West Des Moines, hereinafter referred to as "Grantor", owner and/or developer of property upon which this easement is located, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to First Street, LP, a limited partnership, hereinafter referred to as the "Grantee", a Temporary Construction Easement upon the real property shown and legally described as the North 40.00 feet of Lot 1 Linnwill Plat 2, an official plat in the City of West Des Moines, Polk County, Iowa; AND the 50.00 foot wide right of way of Linnwill Place, lying west of and contiguous with the north 40.00 feet of said Lot 1; AND the west 40.00 feet of the First Street right of way, lying east of and contiguous with the north 40.00 feet of said Lot 1. Said easement is to allow grading on the property described above to aid in the construction of a Dollar Tree store.

1. Use and Purpose of the Easement

- a. This Temporary Construction Easement shall be for the purpose of permitting the Grantee, its agents, contractors and employees a right of entry in, upon and onto the property described above for the purpose of grading to aid in the construction of a Dollar Tree store. In making said adjustments to the site, some changes in elevation will be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading will be done at the expense of the Grantee and not at the expense of the property owner.
- b. The Temporary Construction Easement shall be from the date of signing until the 31st day of May, 2016 or until construction is complete, whichever occurs first.
- c. The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project.
- d. The Grantee shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement as set forth in Section 1(a) above. This shall include any construction related damage that has occurred to landscaped area including sod.

- e. Nothing in this grant of temporary easement shall obligate the Grantee to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the Grantee, its employees or contractors.

2. Hold Harmless

Each party shall indemnify and hold harmless the other party from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

3. Successors and Assigns

The terms and conditions of this Temporary Construction 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, are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

4. Lawful Authority

The Grantors covenant with the Grantee that they hold the property by good and perfect title and that the Grantors have a right and lawful authority to make and execute this Temporary Construction Easement.

5. Jurisdiction and Venue

The Grantors agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Polk County, Iowa.

6. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "Grantee" as used herein shall refer to First Street, LP, its agents, employees, officers and contractors. The term "Grantor" shall refer to the undersigned, City of West Des Moines, its heirs, assigns, successors in interest, or lessees, if any.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Dated this day of , 2015.

City of West Des Moines

By: _____
Steven K. Gaer, Mayor

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this day of , 2015, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer, to me personally known, who being by me duly sworn, did say that she/he is Mayor of the City of West Des Moines, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the City by it and by he voluntarily executed.

Notary: _____

Dated this day of , 2015.

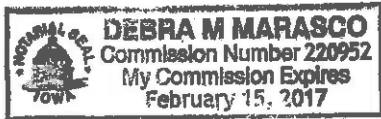
First Street, LP

By: *John Mandelbaum*
John Mandelbaum, Managing Partner

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 23rd day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Mandelbaum, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of First Street, LP, and that he acknowledged the execution of said instrument to be the voluntary act and deed and by him voluntarily executed.

Notary: *Debra M Marasco-Laurency*



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution - Accepting Public Improvements
Aspen Valley Plat 1

FINANCIAL IMPACT:

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

BACKGROUND:

Alliance Construction Group (Paving), Seamus Excavating (Grading) and Priority Excavating (Storm and Sanitary) have substantially completed installation of paving, sanitary sewer, storm sewer and appurtenances for Aspen Valley Plat 1 in accordance with the plans prepared by Cooper-Crawford & Associates and the specifications of the City. The improvements have been inspected by the Engineering division. Minor clean-up items are yet to be completed on the site.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for Aspen Valley Plat 1 subject to completion of miscellaneous clean-up items to the satisfaction of the City Engineer.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION
ACCEPTING PUBLIC IMPROVEMENTS**

WHEREAS, a Preliminary Plat was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on June 16, 2015 said Plat being described as follows:

Aspen Valley Plat 1

WHEREAS, a Final Plat for Aspen Valley Plat 1 was submitted for review by the City Council of West Des Moines, Iowa on November 16, 2015 and was found to be generally consistent with the Preliminary Plat for Aspen Valley Plat 1.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Aspen Valley Plat 1 at their meeting on November 16, 2015.

WHEREAS, on November 16, 2015 the Final Plat was released for recordation.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Aspen Valley Plat 1 at their meeting on November 16, 2015, subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities.

WHEREAS, Construction Plans were reviewed and approved by the City Engineer of West Des Moines on September 10, 2013.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

Section 1: The public improvements (Sanitary Sewer, Storm Sewer and Paving) for Aspen Valley Plat 1 hereby accepted and are hereby dedicated for public purposes subject to completion of miscellaneous clean-up items to the satisfaction of the City Engineer.

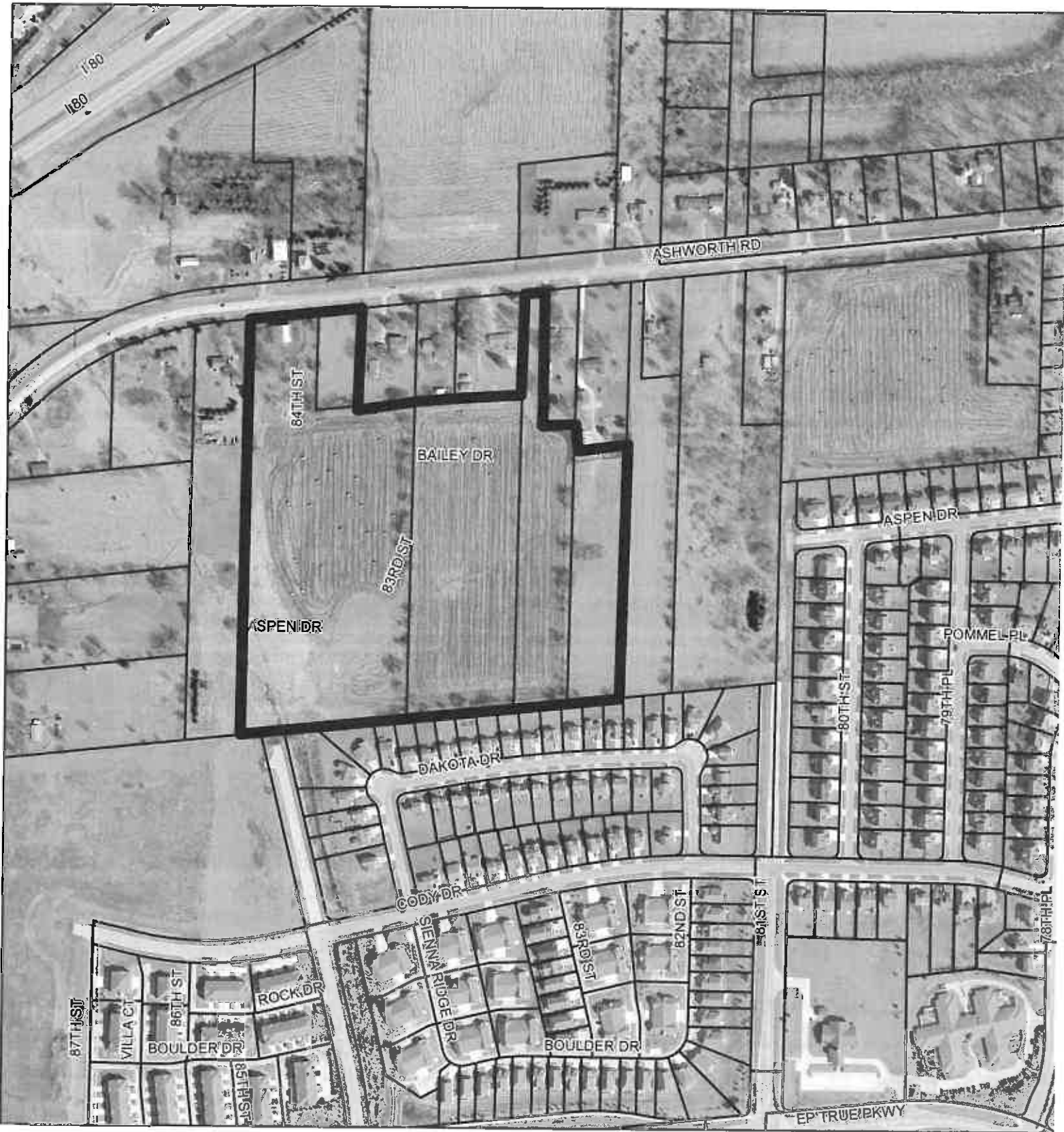
PASSED AND APPROVED this 14th day of December, 2015.

Steven K. Gaer, Mayor

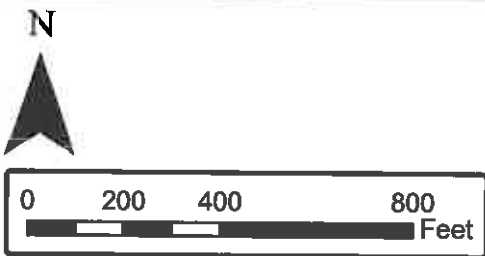
ATTEST:

Ryan T. Jacobson, City Clerk

Location Map



Resolution - Accepting Public Improvements
Aspen Valley Plat 1



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution - Establishing Just Compensation and Approving the Acquisition of Property
Grand Avenue Siphon Replacement

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

This project will replace an aging sanitary sewer siphon under Walnut Creek. All of the proposed improvements are located in the City of Des Moines. Staff will coordinate this project with the City of Des Moines and the WRA.

Pursuant to state law, the attached Resolution approves the acquisition of property at the fair market value to be established by compensation estimate and/or appraisal; approves hiring of an appraiser; and approves initiation and completion of condemnation proceedings, if necessary.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Just Compensation and Approving the Acquisition of Property

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney <i>RJS</i>
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING JUST COMPENSATION AND APPROVING
THE ACQUISITION OF PROPERTY
GRAND AVENUE SIPHON REPLACEMENT PROJECT,
PROJECT NO. 0510-048-2015**

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the following Project:

**Grand Avenue Siphon Replacement
Project No. 0510-048-2015**

and,

WHEREAS, it is necessary to acquire property and easements from private owners in these areas for the construction of improvements:

WHEREAS, acquisition of property and easements by the City through purchase, condemnation or gift based upon fair market value of the property is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property and easements necessary for the construction of the Project is hereby approved except for agricultural properties.
2. City staff is authorized to acquire appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project except for agricultural properties.
3. City staff is further authorized to acquire the property and easements through voluntary acquisition or gift based upon the fair market value of each property as determined by the appraisal or compensation estimates, which upon the appraisals/estimates completion are hereby approved (copies of which shall be on file in the Office of the City Clerk) except for agricultural properties.
4. Upon the inability of the City to acquire the property voluntarily or by gift, condemnation of such property is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings except for agricultural properties.
5. Acquisition of property related to the Project shall be done in accordance with all local, state and federal laws and regulations.

PASSED AND ADOPTED this 14th day of **December, 2015**.

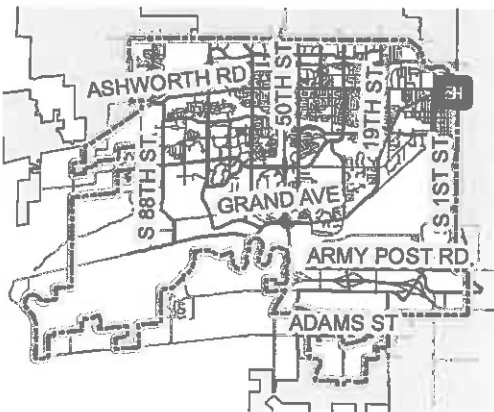
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION ———



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT:	GRAND AVENUE SIPHON REPLACEMENT	
	Project No. 0510-048-2015	
LOCATION:	EXHIBIT "A"	
DRAWN BY: BJM	DATE: 6/23/2015	SHT. 1 OF 1

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution - Establishing Just Compensation and Approving the Acquisition of Property
NE Basin 4th Street & Ashworth Road Storm Sewer Improvements

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

This project is the second phase of proposed storm water improvements to the Val-Gate area generally located west of 1st Street and north of Grand Avenue.

Pursuant to state law, the attached Resolution approves the acquisition of property at the fair market value to be established by compensation estimate and/or appraisal; approves hiring of an appraiser; and approves initiation and completion of condemnation proceedings, if necessary.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Just Compensation and Approving the Acquisition of Property

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer <i>DW</i>
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney <i>RJS</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING JUST COMPENSATION AND APPROVING
THE ACQUISITION OF PROPERTY
NE BASIN 4TH STREET & ASHWORTH ROAD STORM SEWER IMPROVEMENTS
PROJECT,
PROJECT NO. 0510-056-2015**

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the following Project:

**NE Basin 4th Street & Ashworth Road Storm Sewer Improvements
Project No. 0510-056-2015**

and,

WHEREAS, it is necessary to acquire property and easements from private owners in these areas for the construction of improvements; and

WHEREAS, acquisition of property and easements by the City through purchase, condemnation or gift based upon fair market value of the property is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property and easements necessary for the construction of the Project is hereby approved except for agricultural properties.
2. City staff is authorized to acquire appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project except for agricultural properties.
3. City staff is further authorized to acquire the property and easements through voluntary acquisition or gift based upon the fair market value of each property as determined by the appraisal or compensation estimates, which upon the appraisals/estimates completion are hereby approved (copies of which shall be on file in the Office of the City Clerk) except for agricultural properties.
4. Upon the inability of the City to acquire the property voluntarily or by gift, condemnation of such property is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings except for agricultural properties.
5. Acquisition of property related to the Project shall be done in accordance with all local, state and federal laws and regulations.

PASSED AND ADOPTED this 14th day of **December, 2015**.

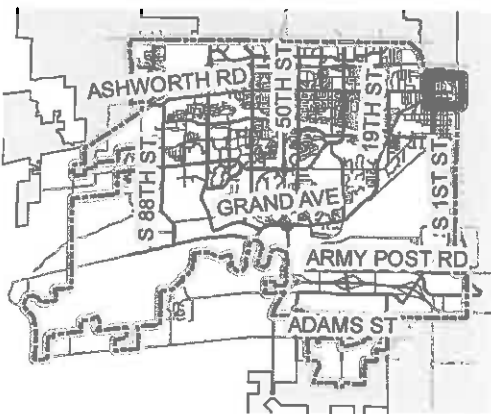
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT:	NE BASIN 4TH STREET & ASHWORTH ROAD STORM SEWER IMPROVEMENTS		Project No. 0510-056-2015
LOCATION:	EXHIBIT "A"		
DRAWN BY:	BJM	DATE:	6/23/2015
			SHT. 1 OF 1

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(t)3

DATE: December 14, 2015

ITEM:

Resolution - Establishing Just Compensation and Approving the Acquisition of Property
Overhead Electric to Underground Conversion
South Side of Mills Civic Pkwy from Interstate 35 to South 60th Street

FINANCIAL IMPACT:

None.

BACKGROUND:

This project will bury the existing overhead electrical transmission lines along Mills Civic Parkway from Interstate 35 to South 60th Street. Additional right-of-way is required for installation of switchgear.

Pursuant to state law, the attached Resolution approves the acquisition of property at the fair market value to be established by compensation estimate and/or appraisal; approves hiring of appraiser; and approves initiation and completion of condemnation proceedings, if necessary.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Just Compensation and Approving the Acquisition of Property

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTA</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	12/07/2015		
Recommendation	Yes	No	Split

RESOLUTION

RESOLUTION ESTABLISHING JUST COMPENSATION AND APPROVING THE ACQUISITION OF PROPERTY

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the following project:

**Overhead Electric to Underground Conversion
South Side of Mills Civic Pkwy from Interstate 35 to South 60th Street
PROJECT NO. 0510-025-2015**

and,

WHEREAS, it is necessary to acquire property and easements from private owners in these areas for the construction of improvements;

WHEREAS, acquisition of property and easements by the City through purchase, condemnation or gift based upon fair market value of the property is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property and easements necessary for the construction of the Project is hereby approved.
2. City staff is authorized to acquire appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
3. City staff is further authorized to acquire the property and easements through voluntary acquisition or gift based upon the fair market value of each property as determined by the appraisal or compensation estimates, which upon the appraisals/estimates completion are hereby approved (copies of which shall be on file in the Office of the City Clerk).
4. Upon the inability of the City to acquire the property voluntarily or by gift, condemnation of such property is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings.
5. Acquisition of property related to the Project shall be done in accordance with all local, state and federal laws and regulations.

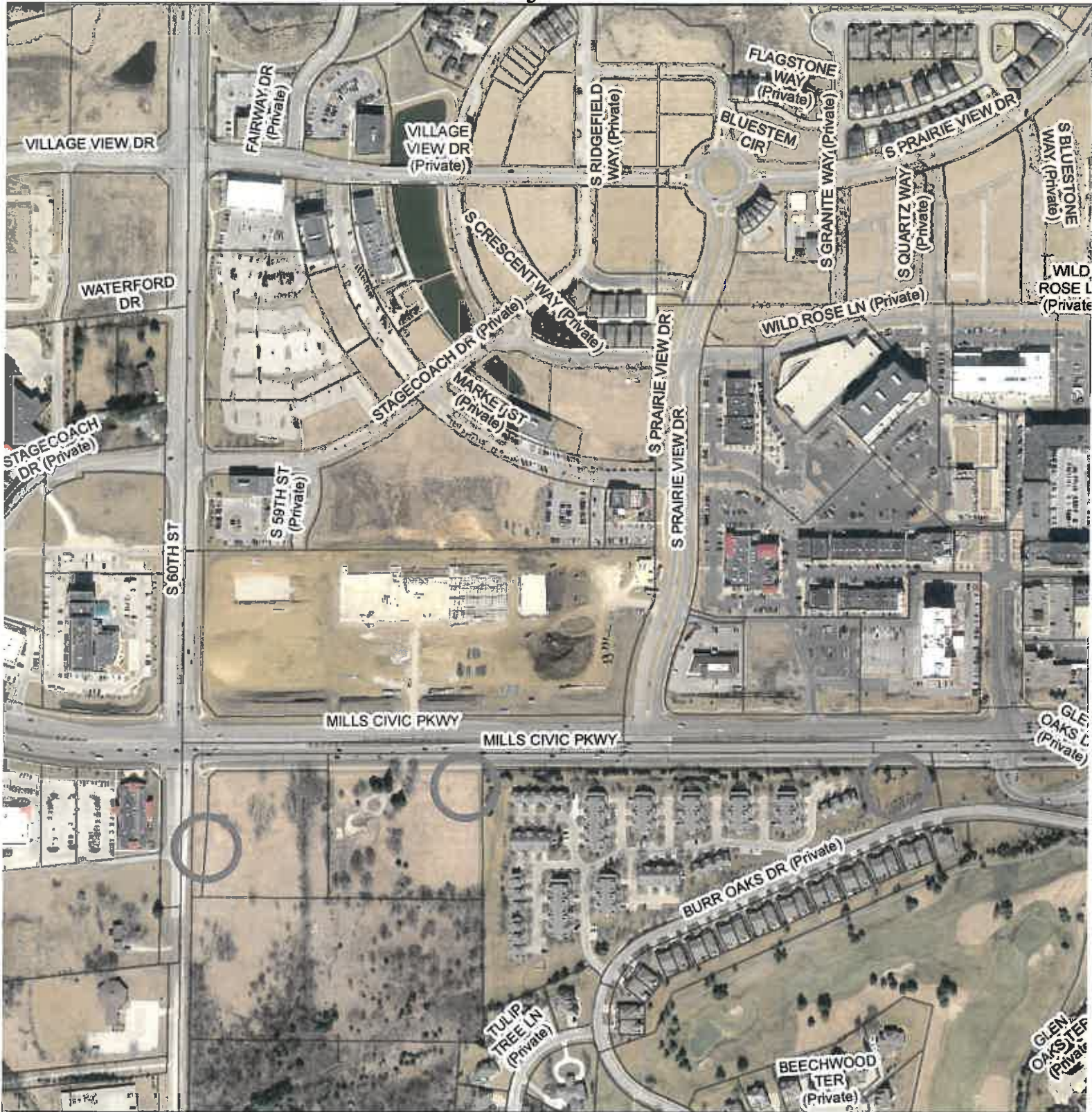
PASSED AND ADOPTED this 14th day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Vicinity Sketch



Please note: To the best of our knowledge, the information included in this communication is correct. However, the City makes no warranty as to the accuracy of the information.

○ Proposed Public Utility Easement Locations



City of West Des Moines



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
S. Grand Prairie Parkway – Raccoon River Drive to Madison Avenue

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on January 26, 2016.

A copy of the notice that will be mailed to property owners is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL PROPERTY**

**S. GRAND PRAIRIE PARKWAY – RACCOON RIVER DRIVE TO MADISON AVENUE
PROJECT NO. 0510-062-2015
0510-063-2015**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter “Project”) which will include the acquisition of private property necessary for the location, construction and operation of street improvements;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property;
and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST
DES MOINES, IOWA THAT:**

1. A public hearing time and date of 5:35 p.m. on January 26, 2016 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED this 14th Day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**S. GRAND PRAIRIE PARKWAY – RACCOON RIVER DRIVE TO MADISON AVENUE
PROJECT NO. 0510-062-2015 & 0510-063-2015**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of street improvements which will comprise the S. Grand Prairie Parkway – Raccoon River Drive to Madison Avenue Project to be located in Dallas County west of S. 88th Street between Raccoon River Drive and Madison Avenue.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 26th day of January, 2016 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the

appraised fair market value and will attempt to purchase only the needed property by good faith negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Duane Wittstock, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3620.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

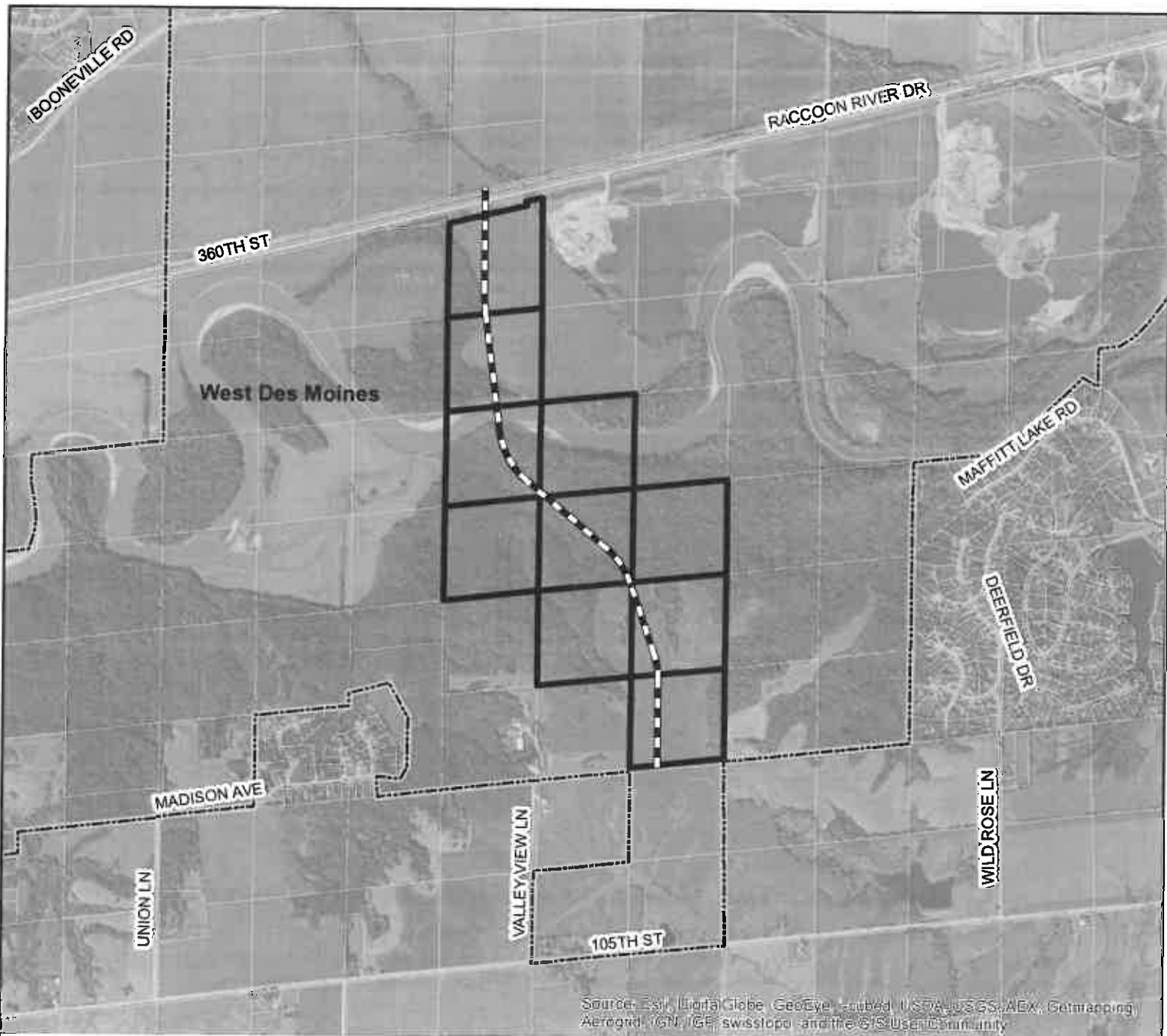
1. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9) The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

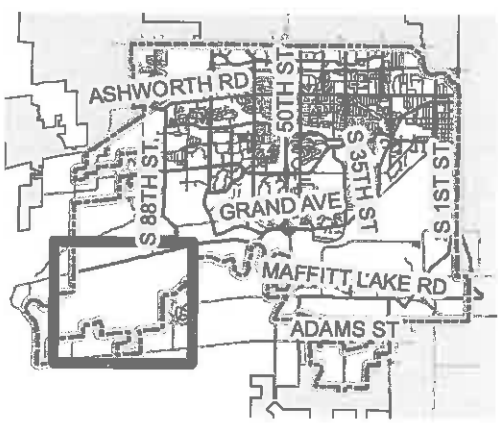
To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before January 26, 2016.

Mailed to all affected Property Owners on December 15, 2015.



Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), InPSAT, AeroGRID, IGN, IGC, swisstopo, and the GIS User Community

VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **S. GRAND PRAIRIE PARKWAY - RACCOON RIVER DRIVE TO MADISON AVENUE** 0510-062-2015
Project No. 0510-063-2015

LOCATION: **EXHIBIT "A"**

DRAWN BY: BJM DATE: 12/08/2015 SHT. 1 OF 1

Agricultural Properties
S. Grand Prairie Parkway – Raccoon River Drive to Madison Avenue
0510-062-2015
0510-063-2015

Parcel	Deed Holder	Contract Buyer
1628400002	Martin Marietta Materials Real Estate Investments, Inc. c/o Baden Tax Management LLC PO Box 8040 Fort Wayne, IN 46998-8040	
1628400004	Martin Marietta Materials Real Estate Investments, Inc. c/o Baden Tax Management LLC PO Box 8040 Fort Wayne, IN 46998-8040	
1633200002	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1633200004	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1634100001	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1634100003	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1634100004	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1634300001	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1634300002	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	
1634300004	Knapp Properties 5000 Westown Pkwy, Suite 400 West Des Moines, IA 50266-5921	

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
Grand Avenue West Segment 6F Trunk Sewer

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

This project will extend sanitary trunk sewer service to an area west of Wendover Road and north of 335th Street.

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on January 26, 2016.

A copy of the notice that will be mailed to property owners is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

DW

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL PROPERTY**

**GRAND AVENUE WEST SEGMENT 6F TRUNK SEWER
PROJECT NO. 0510-074-2015**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter "Project") which will include the acquisition of private property necessary for the location, construction and operation of a sanitary sewer;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property;
and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST
DES MOINES, IOWA THAT:**

1. A public hearing time and date of 5:35 p.m. on January 26, 2016 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED this 14th Day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**GRAND AVENUE WEST SEGMENT 6F TRUNK SEWER
PROJECT NO. 0510-074-2015**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of a sanitary sewer which will comprise the Grand Avenue West Segment 6F Trunk Sewer Project to be located in Dallas County near Wendover Road and Mills Civic Parkway.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 26th day of January, 2016 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the

appraised fair market value and will attempt to purchase only the needed property by good faith negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Duane Wittstock, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3620.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

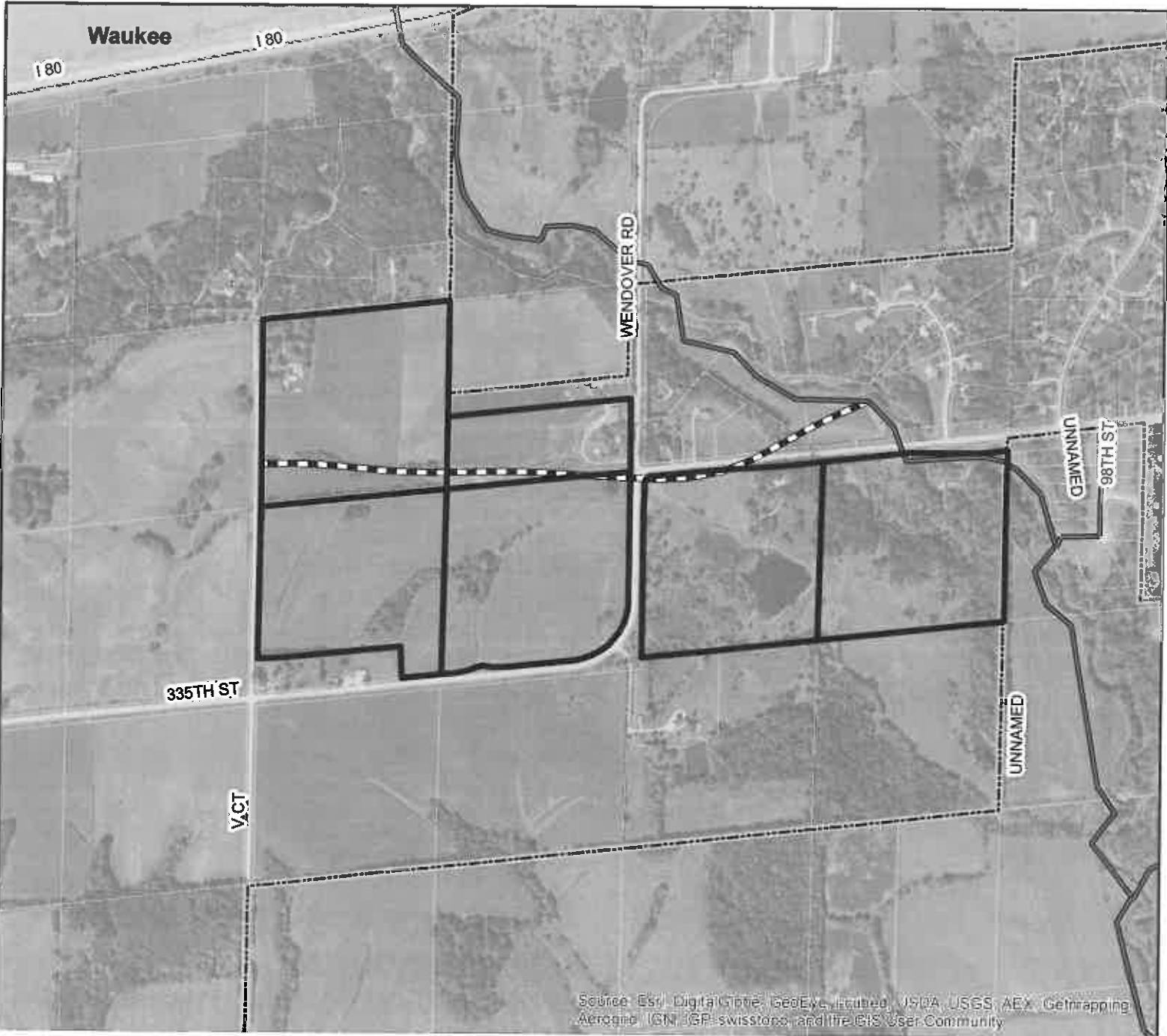
1. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9) The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

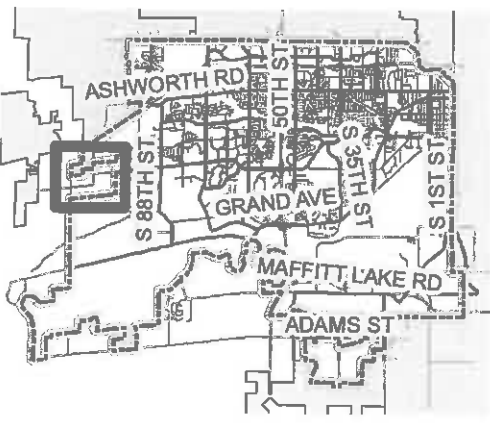
To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before January 26, 2016.

Mailed to all affected Property Owners on December 15, 2015.



Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, SVP, swisstopo, and the GIS User Community

VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT:	GRAND AVENUE WEST SEGMENT 6F TRUNK SEWER		
	Project No. 0510-074-2015		
LOCATION:	EXHIBIT "A"		
DRAWN BY:	BJM	DATE:	12/08/2015
		SHT:	1 OF 1

**Agricultural Properties
Grand Avenue West Segment 6F Trunk Sewer
0510-074-2015**

Parcel	Deed Holder	Contract Buyer
1616100006	Westport Development LLC PO Box 373 Johnston IA 50131	
1616100012	Miner, Arthur E & Nancy 32501 Wendover Rd Waukee IA 50263	
1616300001	Swallow, Charlotte M 2014 Revocable Trust Swallow, Charlotte M & Ault, Jane E Co-Trustees c/o Charlotte M Swallow 700 Cherry St Waukee IA 50263	
1616300004	Swallow, Charlotte M 2014 Revocable Trust Swallow, Charlotte M & Ault, Jane E Co-Trustees c/o Charlotte M Swallow 700 Cherry St Waukee IA 50263	
1616400001	Khatib, Jamal & Tamara 32654 335th St Waukee IA 50263	
1616400002	Khatib, Jamal & Tamara 32654 335th St Waukee IA 50263	

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(u)3

DATE: December 14, 2015

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
South Service Area Segment II – Browns Woods Sewer

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

This project will extend sanitary trunk sewer service to the area in the vicinity of Browns Woods Drive and South 11th Street.

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on January 26, 2016.

A copy of the notice that will be mailed to property owners is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

Duane

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL
PROPERTY**

**SOUTH SERVICE AREA SEGMENT II – BROWNS WOODS SEWER
PROJECT NO. 0510-064-2015**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter “Project”) which will include the acquisition of private property necessary for the location, construction and operation of a sanitary sewer;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property; and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. A public hearing time and date of 5:35 p.m. on January 26, 2016 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED this 14th Day of December, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**SOUTH SERVICE AREA SEGMENT II – BROWNS WOODS SEWER
PROJECT NO. 0510-064-2015**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of a sanitary sewer which will comprise the South Service Area Segment II – Browns Woods Sewer Project to be located in Polk County along Browns Woods Drive from the South Area Trunk Sewer to Veterans Parkway.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Polk County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 26th day of January, 2016 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the

appraised fair market value and will attempt to purchase only the needed property by good faith negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Duane Wittstock, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3620.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

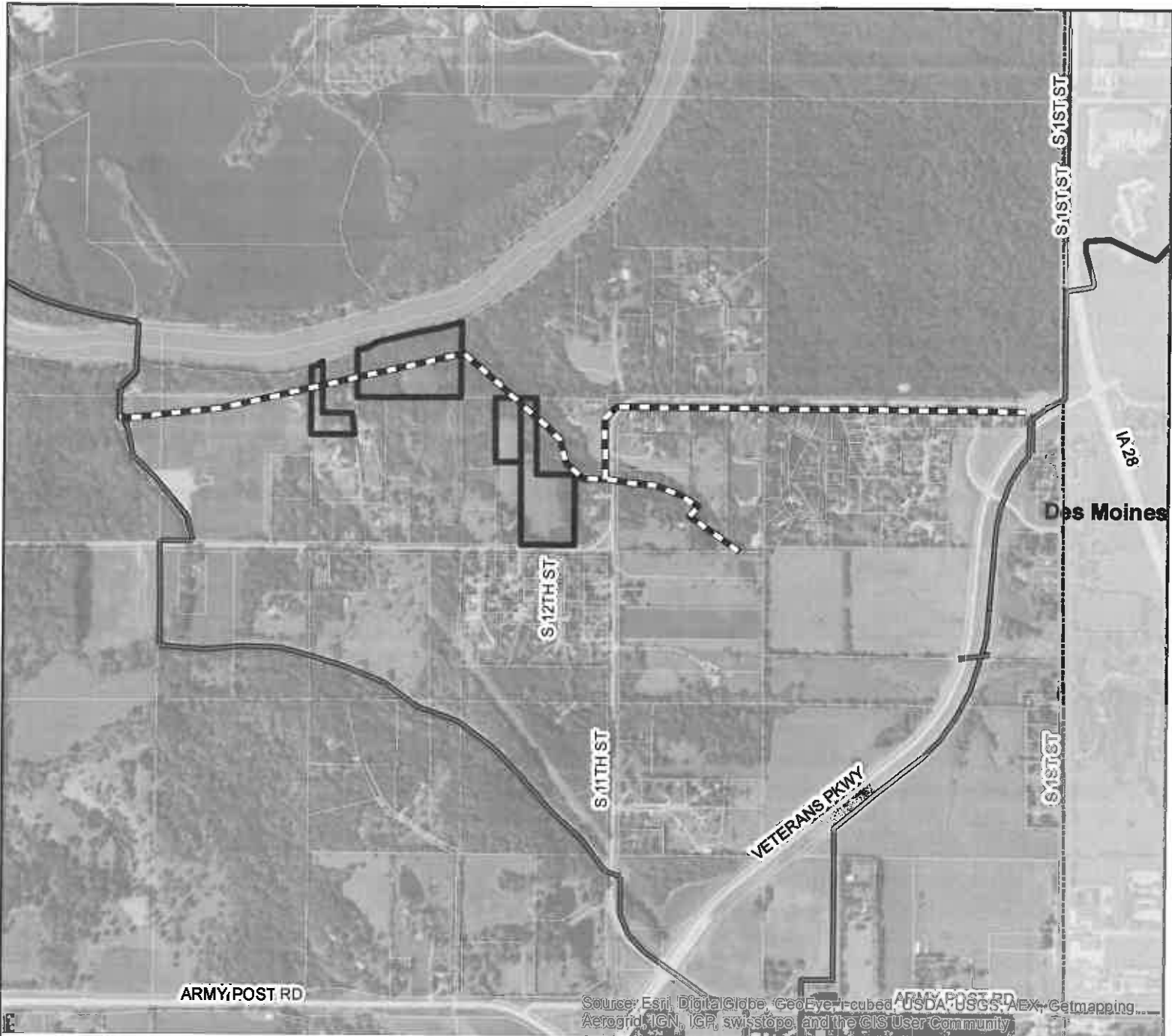
1. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9) The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

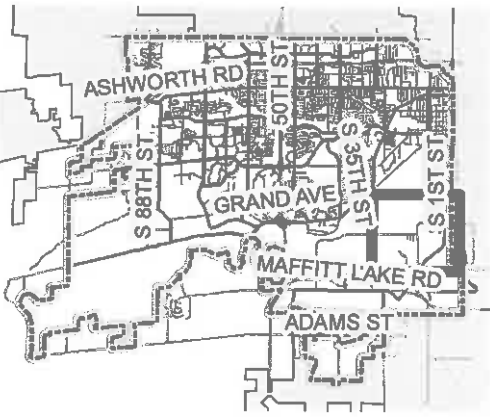
To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before January 26, 2016.

Mailed to all affected Property Owners on December 15, 2015.



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT:	SOUTH SERVICE AREA SEGMENT II BROWNS WOODS SEWER		Project No. 0510-064-2015
LOCATION:	EXHIBIT "A"		
DRAWN BY:	BJM	DATE:	12/08/2015
		SHT.	1 OF 1

Agricultural Properties
South Service Area Segment II – Browns Woods Sewer
0510-064-2015

Parcel	Deed Holder	Contract Buyer
32000370101000	Kimberly S. Greer 1495 Walnut Woods Drive West Des Moines, IA 50265 -8503	
32002191901001	Jary J. Gaudineer 1335 Walnut Woods Drive West Des Moines, IA 50265 -8501	
32002191904001	Jary J. Gaudineer 1335 Walnut Woods Drive West Des Moines, IA 50265 -8501	
32004126775004	Robert B. Stone 1665 Walnut Woods Drive West Des Moines, IA 50265	

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(u)4

DATE: December 14, 2015

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
Maple Grove Lift Station

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

This project will construct a sanitary sewer lift station and sewer lines to divert flows from the Maple Grove area to the Fox Creek sanitary sewer in order to enhance system capacity.

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on January 26, 2016.

A copy of the notice that will be mailed to property owners is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>RTG</i>

DCW

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL
PROPERTY**

**MAPLE GROVE LIFT STATION
PROJECT NO. 0510-055-2015**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter "Project") which will include the acquisition of private property necessary for the location, construction and operation of a sanitary sewer;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property; and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. A public hearing time and date of 5:35 p.m. on January 26, 2016 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED this 14th Day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**MAPLE GROVE LIFT STATION
PROJECT NO. 0510-055-2015**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of a sanitary sewer which will comprise the Maple Grove Lift Station Project to be located in Dallas County along Interstate 80 from 88th Street to 98th Street.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 26th day of January, 2016 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the

appraised fair market value and will attempt to purchase only the needed property by good faith negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Duane Wittstock, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3620.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

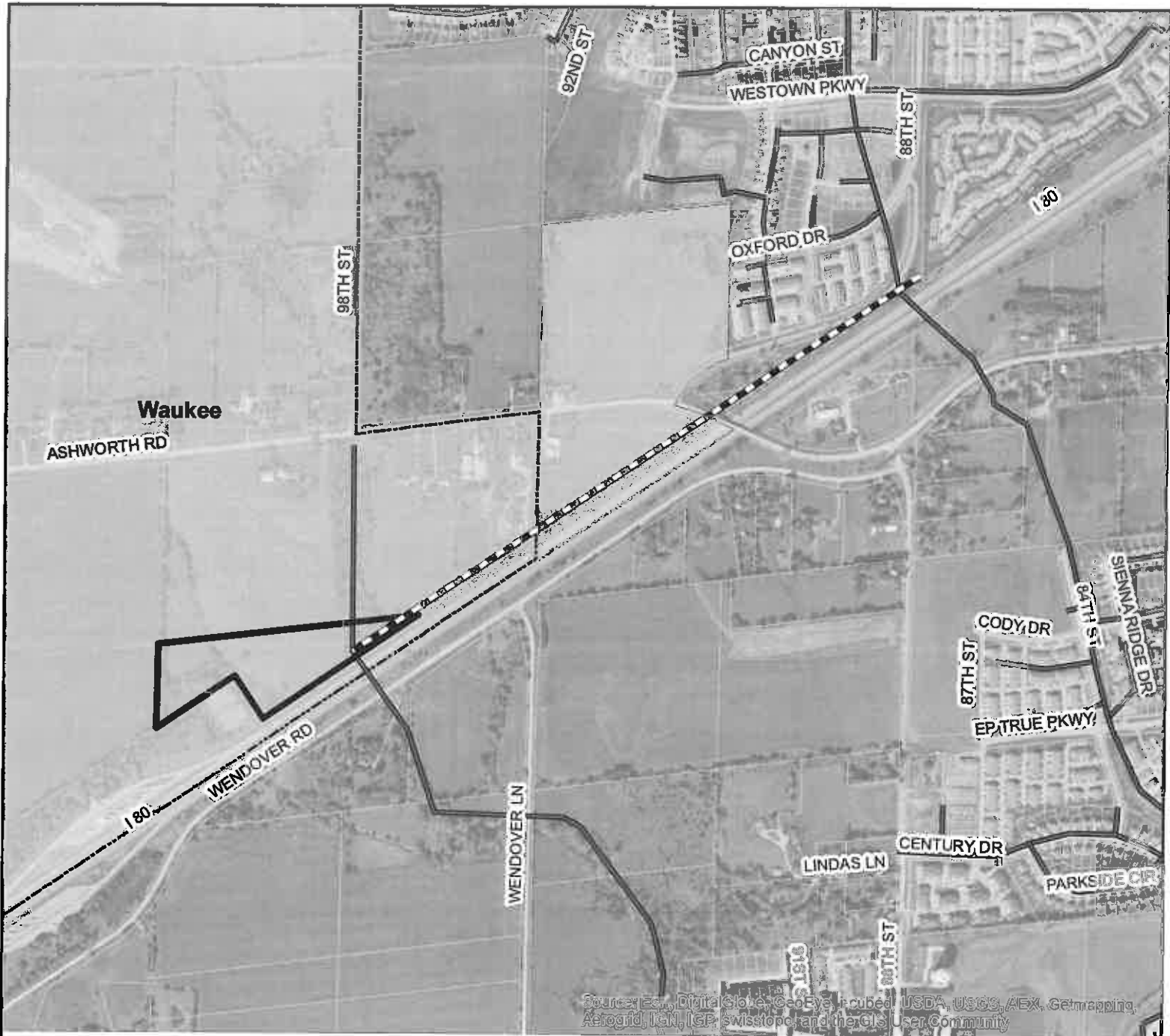
1. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9) The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

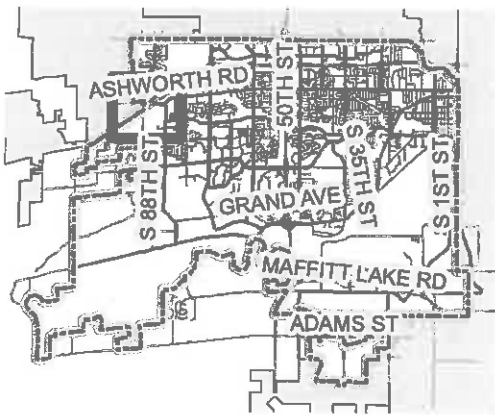
/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before January 26, 2016.

Mailed to all affected Property Owners on December 15, 2015.



VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT:	MAPLE GROVE LIFT STATION		Project No. 0510-055-2015
LOCATION:	EXHIBIT "A"		
DRAWN BY:	BJM	DATE: 12/08/2015	SHT. 1 OF 1

**Agricultural Properties
Maple Grove Lift Station
0510-055-2015**

Parcel	Deed Holder	Contract Buyer
1610100007	Goodall, Charles F & Cheryl A 3320 Ashworth Rd Waukee IA 50263	

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

4(u)5

DATE: December 14, 2015

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
South Area Trunk Sewer Western Extension

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

This project will extend sanitary trunk sewer service to the area around the South 35th Street interchange with Relocated Highway 5.

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on January 26, 2016.

A copy of the notice that will be mailed to property owners is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

DeW

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL
PROPERTY**

**SOUTH AREA TRUNK SEWER WESTERN EXTENSION
PROJECT NO. 0510-033-2015**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter "Project") which will include the acquisition of private property necessary for the location, construction and operation of a sanitary sewer;

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property; and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is established a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. A public hearing time and date of 5:35 p.m. on January 26, 2016 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

PASSED AND ADOPTED this 14th Day of December, 2015.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**SOUTH AREA TRUNK SEWER WESTERN EXTENSION
PROJECT NO. 0510-033-2015**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit "A".

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A)

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of a sanitary sewer which will comprise the South Area Trunk Sewer Western Extension Project to be located in Polk County from Walnut Woods Drive to Iowa Highway 5.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Polk County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 26th day of January, 2016 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the

appraised fair market value and will attempt to purchase only the needed property by good faith negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Duane Wittstock, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3620.**

5. STATEMENT OF RIGHTS.

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- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
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- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
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- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

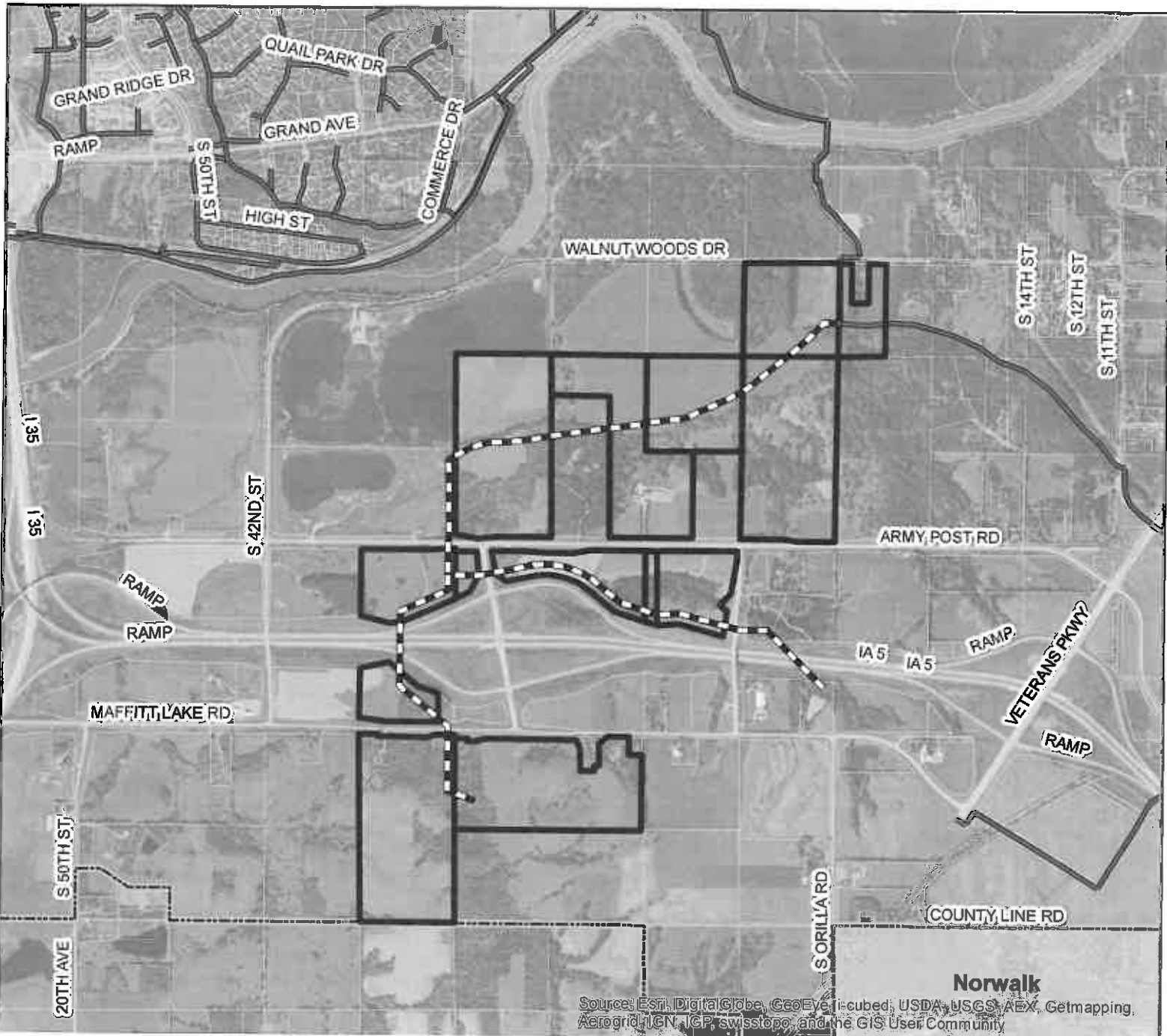
1. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9) The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

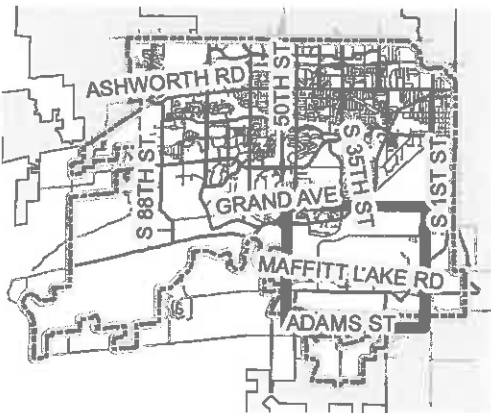
/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before January 26, 2016.

Mailed to all affected Property Owners on December 15, 2015.



VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50285
PH: (515) 222-3620 FAX: (515) 273-0802

PROJECT: SOUTH AREA TRUNK SEWER WESTERN EXTENSION		Project No. 0510-033-2015	
LOCATION:		EXHIBIT "A"	
DRAWN BY: BJM	DATE: 12/08/2015	SHT. 1 OF 1	

**Agricultural Properties
South Area Trunk Sewer Western Extension
0510-033-2015**

Parcel	Deed Holder	Contract Buyer
32000370614000	Margaret M. Brennan 1730 Walnut Woods Dr. West Des Moines, IA 50265	
32000370804000	Vikart Industries Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000371101000	Richard S. Ingham P.O. Box 11047 Fort Lauderdale, FL 33339 -1047	
32000371201000	Vikart Industries Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000371202000	Vikart Industries Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000371204000	Vikart Industries Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000401201000	Wittern Partnership 8040 University Blvd Clive, IA 50325 -1118	
32000401204000	Wittern Partnership 8040 University Blvd Clive, IA 50325 -1118	
32000401276000	Palamar Farms LLC 12035 University Ave, Suite 101 Clive, IA 50325 -8264	
32000401300007	Silver Fox Realty Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000401300008	Wittern Partnership 8040 University Blvd Clive, IA 50325 -1118	
32000401326000	Silver Fox Realty Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000401327000	Silver Fox Realty Inc. P.O. Box 1333 Des Moines, IA 50306 -1333	
32000401353000	Harriett L. Fredregill 2721 Patricia Dr. Des Moines, IA 50322 -4239	

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM: Resolution - Approval of Purchase Agreement and Easements for the South 60th Improvement Projects, Project Number 0510-021-2014

FINANCIAL IMPACT: \$44,700.00 (previously budgeted)

BACKGROUND: Property interests necessary for the South 60th Street Improvements Project have been acquired through negotiated Purchase Agreements at the appraised fair market value from the owners shown on Exhibit "A." The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreements and Easements for the South 60th Street Improvements Project.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	<i>AS</i>
Legal	
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS
AND EASEMENTS FOR THE CONSTRUCTION OF THE SOUTH 60th STREET
IMPROVEMENTS PROJECT, PROJECT NUMBER 0510-021-2014**

WHEREAS, on January 12, 2015, the City Council approved the acquisition of property, for the project; and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has negotiated purchase agreements for the acquisition of property and easements necessary for the Project; and

WHEREAS, documents conveying property interests for easements necessary to complete the project; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreements as shown on the attached Exhibit "A".

PASSED AND ADOPTED this 14th day of December, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**SOUTH 60TH STREET IMPROVEMENTS,
WDM PROJECT NO. 0510-021-2014**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
20	Terry and Romy McCormick 5924 Dogwood Lane	\$14,100.00
30	Jay and Lydia Liedman 930 S 60th Street	\$19,600.00
38	Donald and Beverly Pearson (f/k/a Batchelder) 1365 Tulip Tree Lane	\$11,000.00
	TOTAL	\$44,700.00

NO CHANGE FROM PREVIOUS READING

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: December 14, 2015

ITEM: Tallyn's Reach, NW corner of S. 88th Street and Sugar Creek Drive – Amend the Tallyn's Reach Planned Unit Development (PUD) to modify regulations to accommodate development of 250 townhomes and rowhouses and 60 single family homes – Miller Land Partnership – ZC-002831-2015

ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Miller Land Partnership, represented by Josh Trygstad of Civil Design Advantage, is requesting approval of an amendment to the Tallyn's Reach PUD to:

- Revise the legal description to incorporate the approximately 24 acre Miller ground into the PUD;
- Reduce the building separation from 14' to 10' between townhomes and rowhouses;
- Increase the maximum acreage indicated for Parcel G and the maximum number of allowed medium density units from 228 to 250 to reflect the addition of the Miller ground into the PUD.
- Increase the maximum acreage indicated for Parcel J and the maximum number of allowed dwellings to reflect the addition of single family residential within this amendment area.

Previous Council Action:

Vote: 5-0 approval

Date: November 30, 2015

Motion: Approval of the First Reading of the ordinance.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: : Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the ordinance in final form.

Lead Staff Member: J. Bradley Munford *JBM*

Staff Reviews:

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	<i>FJS</i>
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section	
Date(s) Published	11/13/15	
Letter sent to surrounding property owners	11/10/15	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	11/19/15		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I - Proposed Rezoning Ordinance

S:_Development Projects\Tallyns Reach\PUD Amendment and Comprehensive Plan Amendment (Addition of Miller property SWC of S88th and Stagecoach Dr)\ZC-002831-2015_CPA-002830-2015_SR_Tallyn's Reach PUD Amendment_Woodland Hills Comp Plan Amendmen_CC_12-14-2015_2nd Reading Waive 3rd Adopt.docx

Prepared by: J. B. Munford, Development Services, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, AND ORDINANCES #1699, #1772, #2000, #2046, #2047 AND #2089 PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1. AMENDMENT. Ordinance #1699, #1772, #2000, #2046, #2047 and #2089 pertaining to the Tallyn's Reach Planned Unit Development (PUD), Section 1, *Legal Description* is hereby amended by deleting the highlighted strike-thru text and inserting the italicized and bolded text:

Section 1: LEGAL DESCRIPTION:

~~CORRECTED MICHEAL'S LANDING PLAT 1, AN OFFICIAL PLAT IN BOOK 2007, PAGE 3042 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA. PROPERTY CONTAINING 344.51 ACRES MORE OR LESS~~

~~AND~~

~~PARCEL 'A' OF SW¹/₄ NE¹/₄ AND SW²/₄ NE¹/₄ BOOK 777, PAGE 912, AS RECORDED AT DALLAS COUNTY, IOWA. PROPERTY CONTAINING 12.00 ACRES MORE OR LESS.~~

***CORRECTED MICHEAL'S LANDING PLAT 1, AN OFFICIAL PLAT IN BOOK 2007, PAGE 3042 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.
PROPERTY CONTAINING 344.51 ACRES MORE OR LESS***

AND

PARCEL 'A' OF SE1/4 NE1/4 AND SW1/4 NE1/4 OF SECTION 22, TOWNSHIP 78 NORTH RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 777, PAGE 912, AS RECORDED AT DALLAS COUNTY, IOWA. PROPERTY CONTAINING 12.00 ACRES MORE OR LESS

AND

THE NORTH 1010.00 FEET OF THE EAST 1087.00 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY,

IOWA; EXCEPT THE ACQUISITION PLAT RECORDED IN BOOK 2008, PAGE 5204 SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

SECTION 2. AMENDMENT. Ordinance #1699, #1772, #2000, #2046, #2047 and #2089, pertaining to the Tallyn's Reach Planned Unit Development (PUD), Section 3: *Required Plans*; Subsection C: *PUD Map*; is hereby amended by repealing the existing illustration and replacing with that attached to this ordinance as Exhibit 'A':

SECTION 3. AMENDMENT. Ordinance #1699, #1772, #2000, #2046, #2047 and #2089 pertaining to the Tallyn's Reach Planned Unit Development (PUD), Section 11, *Land Use Design Criteria*, Subsection F, *Parcel G*, Subsection G, *Parcel H* and Subsection I, *Parcel J* are hereby amended by deleting the highlighted strike-thru text and inserting the italicized and bolded text:

Section 11: LAND USE DESIGN CRITERIA:

- F. Parcel G: Residential Medium-Density: All general use regulations and provisions set forth in title 9, "Zoning", of the city code for residential medium-density (RM-12) shall apply to any development proposal for property within parcel G as shown on the PUD plan of the Tallyn's Reach ordinance, unless noted otherwise in this ordinance.
1. Setbacks: Building setbacks and separation shall abide by city code with the exception that should this property develop with urban rowhouses or townhomes the setback and separation may be reduced as follows, subject to city council approval at the time of site plan and preliminary plat, unless otherwise required by building and/or fire codes:
 - a. Fifteen foot (15') front yard. Front porches, stoops and balconies may extend into the front yard setback, yet may be no closer than ten feet (10') to the front property line.
 - b. ~~Fifteen feet (15') between buildings.~~ ***A minimum five foot (5') side and rear yard setback as measured from the lot line to the closest building element, including but not limited to decks, patios, window wells, etc. shall be provided.***
 - (1) "Rowhouses" shall be defined as a series of one and one-half-, two or three-story units attached in a row by no more than two (2) common walls where a front porch or front stoop faces the public street or public green space.
 - (2) ***"Townhomes" shall be defined as dwelling units which are attached horizontally, and not vertically to one or more other dwelling.***
 - c. ***The applicant will need to comply with all other required standards as noted in the setback and bulk density regulations in the city's zoning ordinance in addition to any building code separation requirement in effect at the time of site plan submittal.***
 2. ~~Building Separation: Should this property develop with townhomes, the required building separation may be reduced as follows, subject to city council approval at the time of site plan and preliminary plat unless otherwise required of building and/or fire codes:~~
 - a. ~~A fourteen foot (14') minimum separation between biattached units is applicable for building side yards at conditions where neither opposing unit has outdoor living spaces on the building side that determines the separation requirements.~~
 - b. ~~The applicant will need to comply with all other required standards as noted in the setback and bulk density regulations in the city's zoning ordinance in addition to any building code separation requirement in effect at the time of site plan submittal.~~

3. **Garage Setback/Driveway Length:** The distance between the opening of the garage and pedestrian pathway or curb shall be consistent with the following:
 - a. A distance of twenty five feet (25') or greater, measured perpendicularly from the garage opening to the closest point of the sidewalk or back of curb of the intersecting private street or drive, whichever is more restrictive; or
 - b. A distance of ten feet (10') or less, measured perpendicularly from the garage opening to the closest point of the back of curb of the intersecting private street or drive.

Garages set back within a range of distance of ten (10) and twenty five feet (25') from the sidewalk or back of curb shall not be permitted due to concerns that vehicles parked in front of a garage set back within this range of distance may block or obstruct safe vehicle or pedestrian movement on the private street/drive or sidewalk. Garages shall be set back no less than twenty five feet (25') from the right of way line of a public street.

If garages are not set back sufficiently to allow for the parking of a vehicle in front of the garage, multiple garage spaces or additional parking spaces will need to be provided within the site to provide, at a minimum, the required number of parking spaces per dwelling unit based on the number of bedrooms as identified in section 9-15-7 of the city code.

4. **Allowed Development Size:** No more than two hundred ~~twenty-eight (228)~~ **fifty (250)** units within ~~22.8~~ **39.33** acres shall be permitted.
- G. ~~All general use regulations and provisions set forth in title 9, "Zoning", of the city code for residential high density (RH) shall apply to any development proposal for property within parcel H as shown on the PUD plan of the Tallyn's Reach ordinance, unless noted otherwise in this ordinance.~~
- ~~1. Allowed Development Size: No more than two hundred fifty six (256) units and 15.1 acres shall be permitted. **There is no Parcel H**~~
- H. **Parcel I:** All general use regulations and provisions set forth in title 9, "Zoning", of the city code for Neighborhood Commercial (NC) shall apply to any development proposal for property within parcel I as shown on the PUD plan of the Tallyn's Reach ordinance, unless noted otherwise in this ordinance.
- I. **Parcel J; Single-Family:** All general use regulations and provisions set forth in title 9, "Zoning", of the city code for residential single-family with a minimum of five thousand (5,000) square foot lots (RS-5) shall apply to any development proposal for property within parcel J as shown on the PUD plan of the Tallyn's Reach ordinance, unless noted otherwise in this ordinance.

1. **Setbacks:** Setbacks for all single-family shall be:
 - a. Twenty five foot (25') minimum and thirty five foot (35') maximum front yard.
 - b. Thirty five foot (35') rear yard except for those lots along Booneville Road and Cascade Avenue, which may have a twenty five foot (25') rear yard as measured from the interior line of any required buffer park.
 - c. Five foot (5') side yard as measured to the overhang.
 - d. Front porches, stoops and balconies may extend into the front yard setback, yet may be no closer than fifteen feet (15') to the front property line.

2. Allowed Development Size: No more than ~~two hundred sixty one (261)~~ *three hundred thirty three (333)* units of single-family residential *dwelling*s within ~~ninety one (91)~~ *one hundred and three (103)* acres shall be permitted.

SECTION 4. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 5. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 6. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____ 2015.

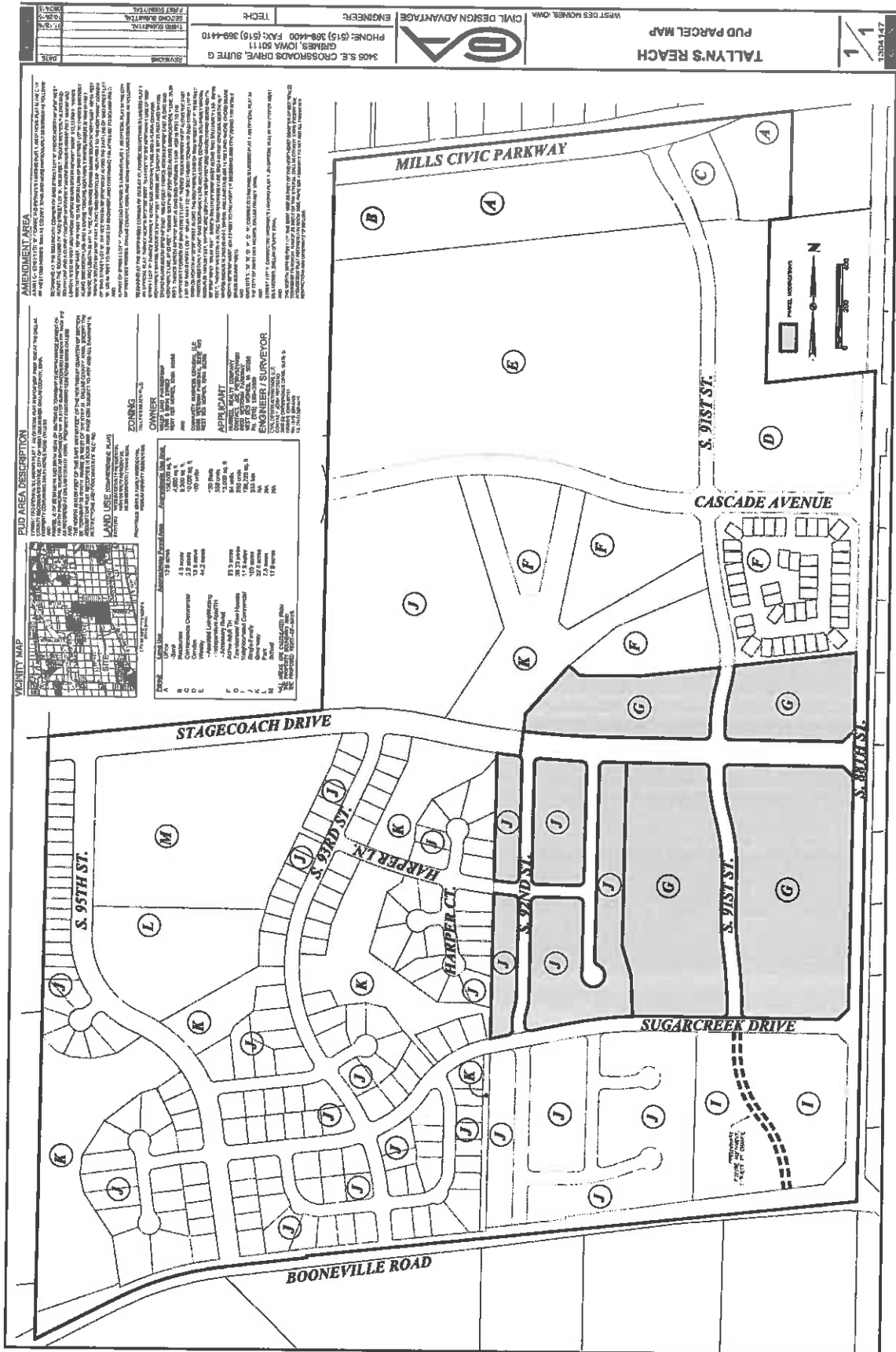
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2015.

Ryan T. Jacobson, City Clerk



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Motion - Approval of Traffic Code Amendment
No Parking Zones
Coachlight Drive – S. 84th Street to S. 88th Street – South side
Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT: None.

BACKGROUND:

This code amendment will remove parking from the south side of Coachlight Drive between South 84th Street and South 88th Street. The street is 37 feet wide in this section with a two-way left turn lane and is not wide enough to allow parking on either side of Coachlight Drive. Staff recommends that parking be removed from the south side of Coachlight Drive between South 84th Street and South 88th Street.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

Department Director	Bret Hodne	
Appropriations/Finance	Tim Stiles	
Legal		
Agenda Acceptance	<i>RTA</i>	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9, SECTION 6-9-5-1: NO PARKING ZONES: is hereby amended by the following changes:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Coachlight Drive	Eighty Fourth (South) Street	Eighty Eighth (South) Street	South

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

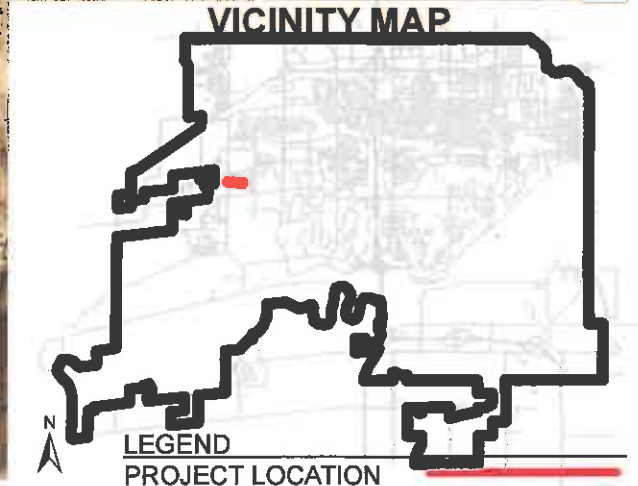
PASSED AND APPROVED this 14th day of **December, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2015



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**
560 S. 16TH STREET (515)222-3475
WEST DES MOINES, IOWA 50265
FAX NO. (515)222-3478

PROJECT:	Traffic Code Amendment No Parking Zones		
LOCATION:	Coachlight Drive - S.84th Street to S.88th Street South Side		
DRAWN BY:	REF	DATE:	11/23/15
			SHT. 1 OF 1

No Change From Previous Reading

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM:

Motion - Approval of Traffic Code Amendments
Special Speed Zones
Grand Avenue – 1,268 feet south of Park Drive to South 50th Street
Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

BACKGROUND:

Approval of the ordinance will assign a 35 MPH speed limit to Grand Avenue from 1,268 feet south of Park Drive to South 50th Street.

RECOMMENDATION:

City Council Adopt:

- Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form.

Lead Staff Member: Duane Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane Wittstock, P.E., L.S. City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney <i>JBW</i>
Agenda Acceptance	<i>RJ</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-10: SPECIAL SPEED ZONES: is hereby amended by adding the following paragraphs:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed</u>
Grand Avenue	1,268 feet south of Park Drive	South 50 th Street	35 mph

Remove:

Grand Avenue	1,268 feet south of Park Drive	South 50 th Street	45 mph
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SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

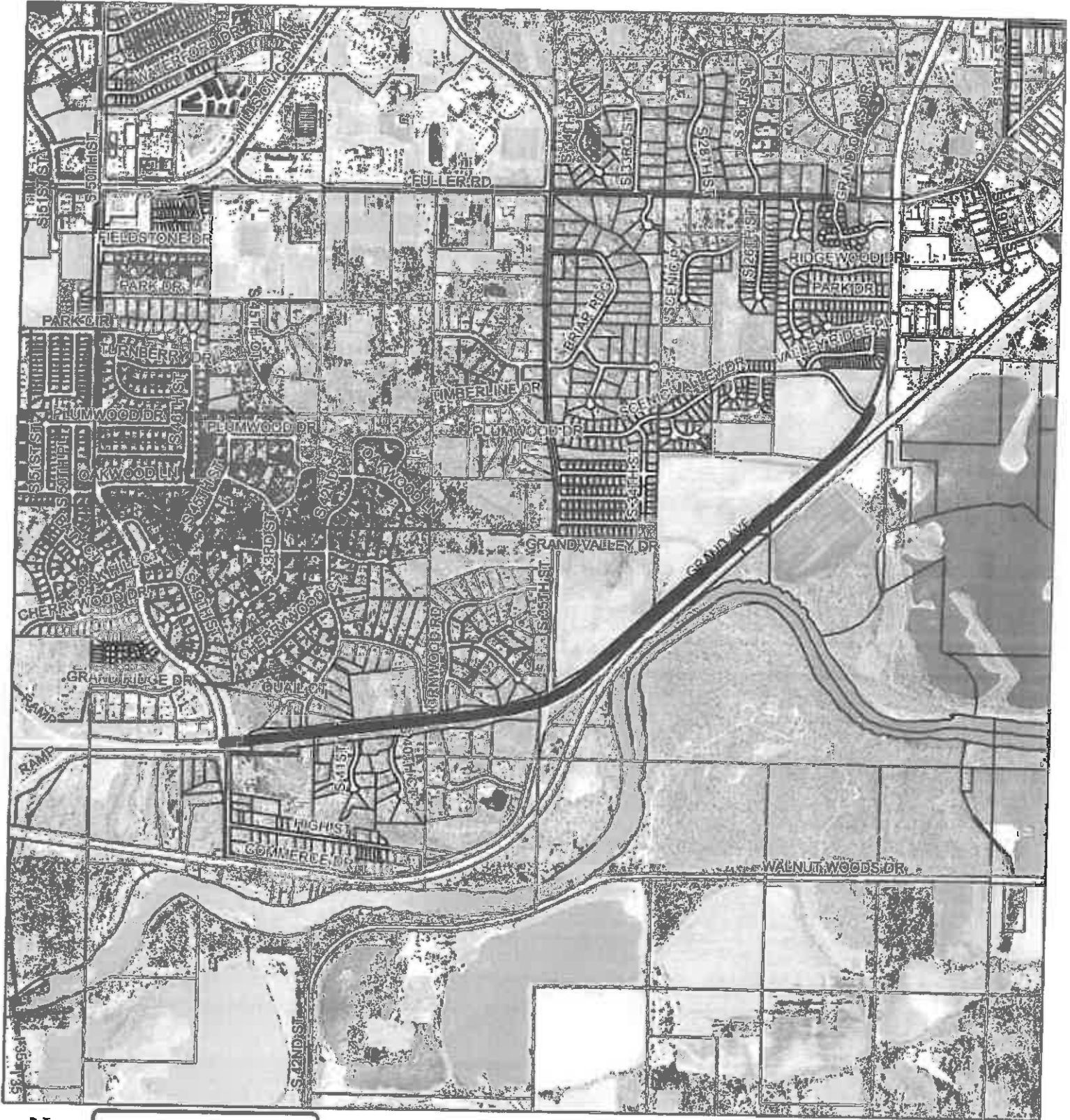
PASSED AND APPROVED this 14th day of December, 2015.

Steven K. Gaer, Mayor


ATTEST:

Ryan T. Jacobson, City Clerk

Location Map



Legend

 Speed Zone Location



**Approval of Traffic Code Amendments
 Special Speed Zones
 Grand Avenue - 1268 feet South of Park Drive to S 50th Street**

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: December 14, 2015

ITEM: Amendment to City Code – Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 8D (Official Street Name Map) – Approval to rename portion of Army Post Road east of Veterans Parkway to Willow Creek Drive and Approval to rename Willow Creek Street to Double Eagle Drive – City Initiated MISC-002936-2015

ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Cost for roadway sign blade changes were included in the costs anticipated for the implementation of a SE/SW prefix for roadways within West Des Moines south of the Raccoon River.

BACKGROUND: In the spring of 2015, the West Des Moines City Council approved the implementation of a locational prefix to the name of roadways south of the Raccoon River within the corporate limits. In conjunction with this, the City Council authorized the renaming of a portion of Army Post Road to alleviate two off-setting intersections of Army Post Road and Veterans Parkway. It was determined at that time that the elimination of one of the intersections would aid emergency response agencies and the general public in wayfinding. On November 5th staff sent letters to property owners with parcels off of the east leg of Army Post Road requesting their input into an alternate roadway name (see Exhibit I). Of the roadway name suggestions provided by staff, “Gunner Drive” received the most first place votes. Three write-in name suggestions were received with the returned ballots and a fourth name was submitted via email. At the recommendation of the Public Safety City Council Subcommittee, on December 4th staff sent a second poll to the residents which included Gunner Drive along with the four write-in suggestions received (see Exhibit II). Responses submitted for this second poll resulted in Willow Creek Drive being identified as the preferred roadway name (see Exhibit II for vote tally). In order to allow for the naming of the roadway to Willow Creek Drive, the existing portion of Willow Creek Street adjacent to the east boundary of the Microsoft Alluvion site will need to be renamed. Addressing guidelines state that a different suffix does not constitute a different roadway name, and that roadways with the same root name shall intersect which leads towards renaming of that portion of existing Willow Creek Street. Microsoft’s General Contractor, Turner Construction has moved their long-term construction staging area to the eastern portion of the project site and takes access off of this roadway. Jeff Fromm, on behalf of the Turner has indicated that they are okay with changing the roadway name and their address to allow the roadway name to be shifted to Army Post Road. Turner Construction has suggested a roadway name of “Double Eagle Drive” as a new roadway name. Turner is the only entity that is currently addressed off of Willow Creek Street: the homes on the east side of the roadway in the City of Des Moines use SW 60th Street. Therefore, consistent with that indicated by the property owners of parcel along the eastern roadway section of Army Post Road, staff recommends that portion of Army Post Road east of and between Veterans Parkway and the eastern corporate boundary of the City be named Willow Creek Drive. Additionally, staff recommends that Willow Creek Street be renamed to Double Eagle Drive.

OUTSTANDING ISSUES: There are no outstanding issues.

Army Post Road in Des Moines: Since the east leg of Army Post Road extends across corporate boundaries, conversation with the City of Des Moines regarding the renaming was initiated. The City of Des Moines identified the name of ‘Lally Street’ as this roadway because although not contiguous, it aligns with a segment farther east within their City. Upon hearing of this name suggestion, it appeared to staff that the Council was not in favor of the name. Staff has again inquired with the City of Des Moines, but new name suggestions have not been received. It will not be a unique situation should Des Moines choose to name that portion of (Old) Army Post Road within their jurisdiction a different name than Willow Creek Drive which is being implemented in West Des Moines: this occurs along the eastern boundary with Des Moines’ 63rd Street and West Des Moines’ 1st Street.

Effective Date: Although approved in the spring of 2015, the implementation of the locational prefix has been on hold due to the Special Census that was the City was undertaking. With the wrap-up of the Census, implementation of the SE-SW prefix, as well as roadway name changes requested by and approved by the City Council last spring, and this change to the name of the east leg of Army Post Road and Willow Creek Street can be implemented. An effective date of January 1, 2016 has been identified. City staff has notified the US Postal Service; Polk, Warren, Dallas, and Madison County Recorder's, Auditor's, Assessor's, Treasurer's, Emergency Management, and GIS/Mapping Divisions; Mid-American Energy Address Management Office; Century Link; WDM Water Works, Thorp and Xenia Rural Water Services; Hickory Tech; Qwest Property Management; and the Des Metropolitan Planning Organization (MPO). Staff has also submitted the street name data to the two main entities that provide data for private mapping services such as Mapquest.

RECOMMENDATION: The Addressing Review Committee recommends the City Council approve the first reading of the ordinance to rename that portion of Army Post Road lying east of and between Veterans Parkway and the eastern corporate boundary to Willow Creek Drive and existing Willow Creek Street to Double Eagle Drive, as identified above in the staff report or otherwise indicated in Exhibit A attached to the Ordinance.

Lead Staff Member: Lynne Twedt, Addressing Administrator

Staff Reviews:

Department Director	LE
Appropriations/Finance	
Legal	JRW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	December 4, 2015
Letter sent to property owners	11/30/2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	December 4, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - November 5, 2015 letter to property owners
- Exhibit II - December 4, 2015 letter to property owners
- Exhibit III - Ordinance
- Exhibit A - Illustration of East Leg of Army Post Road & Willow Creek Street

EXHIBIT I

November 5, 2015

Dear Resident/Property Owner,

You are being sent this letter as it has been identified that you either live or have property along Army Post Road. The City intends to rename that portion of Army Post Road east of Veterans Parkway in order to alleviate two intersections of Army Post Road & Veterans Parkway. As a property owner with interest in this section of the roadway, we would like your input on the name choices listed below. These name suggestions either relate to the military (to play off the Army Post name) or to golf (since Willow Creek Golf Course is located off this roadway). If none of these names are to your liking, please feel free to offer an alternate suggestion(s). Please identify your top three choices by ranking 1, 2, and 3. A simple majority of votes will determine the roadway name. Please keep in mind, upon completion of the Special Census, this roadway will have a SE prefix applied.

_____ Admiral Road

_____ Colonel Drive

_____ Corporal Drive

_____ Gunner Drive

_____ Mulligan Road

_____ Bogey Drive

_____ Caddy Drive

_____ Divot Drive

_____ Waggle Road

Other _____

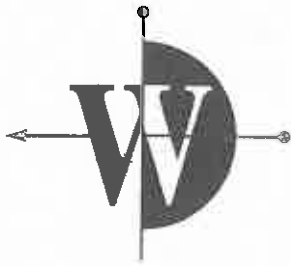
Other _____

If you would like to provide input, please respond by Monday, November 16th. A postage paid envelop is included for your convenience.

Please do not hesitate to contact me with any questions. I can be reached at 515-222-3620 or lynne.twedt@wdm.iowa.gov. Thank you for your assistance.

Respectfully,

Lynne Twedt
Addressing Administrator



THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Development Services

4200 Mills Civic Parkway, Suite 2D
P.O. Box 65320
West Des Moines, IA 50265-0320

Building Inspection
515-222-3630

Planning and Engineering
515-222-3620

FAX 515-273-0602
TDD/TTY 515-222-3334

E-mail
developmentservices@wdm.iowa.gov

EXHIBIT II

December 4, 2015

Dear Resident/Property Owner,

Recently you were sent a letter requesting your input on the roadway name for that portion of Army Post Road located east of Veterans Parkway. From the ballots returned, the roadway name of Gunner Drive received the most votes (two 1st place votes). There were four write-in name suggestions: these are listed below. Because of the write-in votes, we again ask your assistance. This time, please identify your top two choices by ranking 1 and 2. A simple majority of votes of those listed below will determine the roadway name. Please keep in mind, with the completion of the Special Census, this roadway will have a SE prefix.

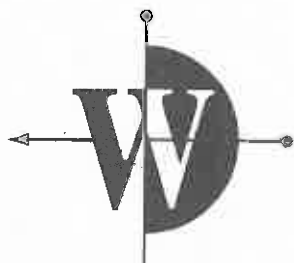
- Gunner Drive (top vote getter last ballot)
- Federal Drive
- American Road
- Plainview Drive (in honor of Plainview Community Schoolhouse that once was located along the roadway.)
- Willow Creek Drive
(Note: the entity currently addressed off of Willow Creek Street situated south of Pine Ave has agreed to a complete renaming of the street so that the Willow Creek name can be used for the east leg of Army Post Road. There will be only one Willow Creek roadway within this area.)

If you would like to provide input, please respond by Thursday, December 10th. A postage paid envelop is included for your convenience.

Please do not hesitate to contact me with any questions. I can be reached at 515-222-3620 or lynne.twedt@wdm.iowa.gov. Thank you for your assistance.

Respectfully,

Lynne Twedt
Addressing Administrator



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West Des Moines®
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Development Services

4200 Mills Civic Parkway, Suite 2D
P.O. Box 65320
West Des Moines, IA 50265-0320

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515-222-3620

FAX 515-273-0602
TDD/TTY 515-222-3334

E-mail
developmentservices@wdm.iowa.gov

Owner	Property Address	Votes December 4, 2015 request	Comments
Willow Creek Golf Course Inc	140 Army Post Road	1st - Willow Creek Drive 2nd - Plainview Drive	
Thomas Hardinge	645 Army Post Road	1st - Plainview Drive 2nd - Willow Creek Drive	Received after response deadline Two votes received - will count only one vote per parcel
Hurd Land Co LLC	765 Army Post Road	1st - Willow Creek Drive	
Ardis Clark (Trustee)	450 Army Post Road	1st - Willow Creek Drive 2nd - Plainview Drive	
Hurd West Glen LLC	565 Army Post Road	1st - Willow Creek Drive	
Willow Creek Golf Course Inc	365 Army Post Road	1st - Willow Creek Drive 2nd - Plainview Drive	
Hurd Land Co LLC	745 Army Post Road	1st - Willow Creek Drive	
Hurd Real Estate Services Inc	n/a	1st - Willow Creek Drive	
Hurd Real Estate Services Inc	n/a	1st - Willow Creek Drive	
No owner or address noted		1st - Plainview Drive	Received after response deadline
No owner or address noted		1st - Gunner Drive 2nd - Federal Drive	Received after response deadline

EXHIBIT III

Prepared by: L. Twedt, Community Development, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

Ordinance No. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 7 "PUBLIC WAYS AND PROPERTY," BY CHANGING THE NAMES OF THAT PORTION OF ARMY POST ROAD EAST OF AND BETWEEN VETERANS PARKWAY AND THE EASTERN CORPORATE BOUNDARY TO WILLOW CREEK DRIVE AND CHANGE WILLOW CREEK STREET TO DOUBLE EAGLE DRIVE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

Section 1. Title 7, "*Public Ways and Property*," Chapter 1 "*Streets, Sidewalks and Alleys*", Section 8 "*Street Names*", Paragraph D, "*Official Street Name Map*" is hereby amended by changing the name of that portion of existing Army Post Road located east of and between Army Post Road and the eastern corporate boundary to Willow Creek Drive and change Willow Creek Street to Double Eagle Drive, as identified in Exhibit A attached.

Section 2. With the adoption of the roadway name changes indicated in Section 1 above, the City Council approves the assignment of the following addresses:

115 Army Post Road to 115 Willow Creek Drive
895 Army Post Road to 895 Willow Creek Drive
910 Army Post Road to 910 Willow Creek Drive
745 Army Post Road to 745 Willow Creek Drive
765 Army Post Road to 765 Willow Creek Drive
365 Army Post Road to 365 Willow Creek Drive
450 Army Post Road to 450 Willow Creek Drive
140 Army Post Road to 140 Willow Creek Drive
565 Army Post Road to 565 Willow Creek Drive
645 Army Post Road to 645 Willow Creek Drive
710 Army Post Road to 710 Willow Creek Drive
3645 Willow Creek Street to 3465 Double Eagle Drive

Section 3. Subsequent to its adoption and publication, the Mayor and City Clerk shall certify and file this Ordinance with the County Recorder of Polk County, State of Iowa.

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

Section 5. Savings Clause. If any section provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged, invalid, or unconstitutional such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, phrase, or part hereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. The changes outlined in this Ordinance shall be in full force and become effective on January 1, 2016 upon passage, adoption, and publication of this Ordinance as required by law.

Passed and approved by the City Council on the ____ day of _____, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2015.

Ryan T. Jacobson
City Clerk

EXHIBIT A



Location Map - East Segment of Army Post Road



**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Mayor Gaer and Members of the City Council

FROM: J. Bradley Munford, Development Services 

DATE: December 14, 2015

RE: Item 6b – Short Term Rentals

The applicant requests the City Council defer the public hearing Item 6b: Short Term Rentals to their December 28, 2015 meeting to allow City Staff to further refine the ordinance amending Title 9 to bring consistency with the Rental Housing Code

cc. Tom Hadden, City Manager
Richard Scieszinski, City Attorney
Lynne Twedt, Director of Development Services

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Mayor Gaer and Members of the City Council

FROM: Linda Schemmel, AIA, Development Coordinator *LS*

DATE: December 14, 2015

RE: Item 6c – Ordinance Amendment – Amend Title 9 (Zoning) to establish regulations pertaining to solar energy systems

On December 7, 2015, the Plan and Zoning Commission deferred action on the City initiated Ordinance Amendment to establish regulations pertaining to solar energy systems to allow City staff time to further refine the ordinance and incorporate additional comments from Development and Planning City Council Subcommittee discussions. The Plan and Zoning Commission will resume their discussion of this matter on January 4, 2016 and request the City Council continue the public hearing to their January 11, 2016 meeting.

Recommendation: Continuation of Item 6c to the January 11, 2016 City Council meeting.

cc. Tom Hadden, City Manager
Richard Scieszinski, City Attorney
Lynne Twedt, Director of Development Services

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: December 14, 2015

ITEM: Grand Valley Plat 1, Northeast corner of S. 35th Street and Grand Avenue – Plat property into 20 single family lots, 17 outlots, and 1 street lot– Engel Associates Inc. – FP-002792-2015

RESOLUTION: Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Engel Associates Inc., represented by Bob Gibson of Civil Design Advantage, is requesting approval of a Final Plat for approximately 34.5 acres located at the northeast corner of S35th Street and Grand Avenue. The applicant proposes to subdivide the property into 20 single family lots, 17 outlots, and 1 street lot. The outlots consist of four parcels for future development and two parcels for buffers, with the remaining eleven parcels being located along the rear lot line of Lots 10 through 20 for storm water management purposes. By creating outlots rather than incorporating the ground into the lot for the home, the need for flood insurance can be avoided. Staff recommends a condition of approval that states that the outlots for storm water management purposes are non-buildable for any structures, including sheds, solid fencing, gazebos, play structures, or other which could impact storm water management and water flow.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on July 30, 2015 and an informational item only. The Subcommittee expressed support of the development.

OUTSTANDING ISSUES: There are no outstanding issues. Staff notes that as part of this approval, the Council is approving and accepting the following:

- Deeds for Lots A to be dedicated as public street right(s)-of-way
- A Parkland Dedication Agreement
- A Storm Water Management Facility Maintenance Agreement
- Easements for sanitary sewers
- Easements for storm sewers
- Easements for overland flowage
- Surety for the installation of sidewalks
- Surety for the installation of the landscape buffer
- Surety for the installation of public street

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat Grand Valley Plat 1 to allow a platting of twenty 20 lots, 17 outlots, and 1 street lot, subject to the applicant meeting all City Code requirements and the following:

1. Prior to recordation of the plat the applicant shall add the following notes to the face of the plat:
 - A FEMA LOMR-F will be submitted to remove lots 1, 2, 3, 4, 5, 17, 18, 19, 20 and outlots W, X, Y, Z from the 100-year floodplain after the foundations of each home is installed.
 - Outlots L, M, N, O, P, Q, R, S, T, U and V are for drainage/floodplain and are no build areas. No structure is allowed to be erected which could impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures.
 - Maintenance of each outlot is the responsibility of the lot in which it is conveyed.

2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any temporary occupancy permits.
3. The applicant will need to submit signed originals of the letter of certification and cost declaration from Sternquist Construction prior to issuance of any building permits
4. The applicant will need to submit a signed original of the letter of certification from Civil Design Advantage prior to issuance of any building permits
5. Surety was provided for the construction remaining construction punch list items. Remaining items are as follows:
 - a. End of Road Markers on Redtail Avenue need to be installed.
 - b. Seeding is not complete on the south end of the project, around detention basin and around the handicap ramps. Seeding and/or stabilization still need to be completed in these areas.
 - c. The depressed sidewalk at the overland drainage swale needs to be installed.
 - d. Traffic control devices at South 35th Street need to be removed and sand bags need to be cleaned up.
 - e. Streets need to be swept to remove dirt and straw from seeding operations.
 - f. PW inspector will need to re-inspect the manholes now that seeding around them is complete. Some manholes may have been disturbed by the seeding operations.
6. The following documents have been provided and minor corrections were required. These corrections shall be made before any building permit can be issued.
 - a. Storm Water Management Plan
 - b. Storm Water Detention Facility As-Built and certification

Lead Staff Member: J. Bradley Munford

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

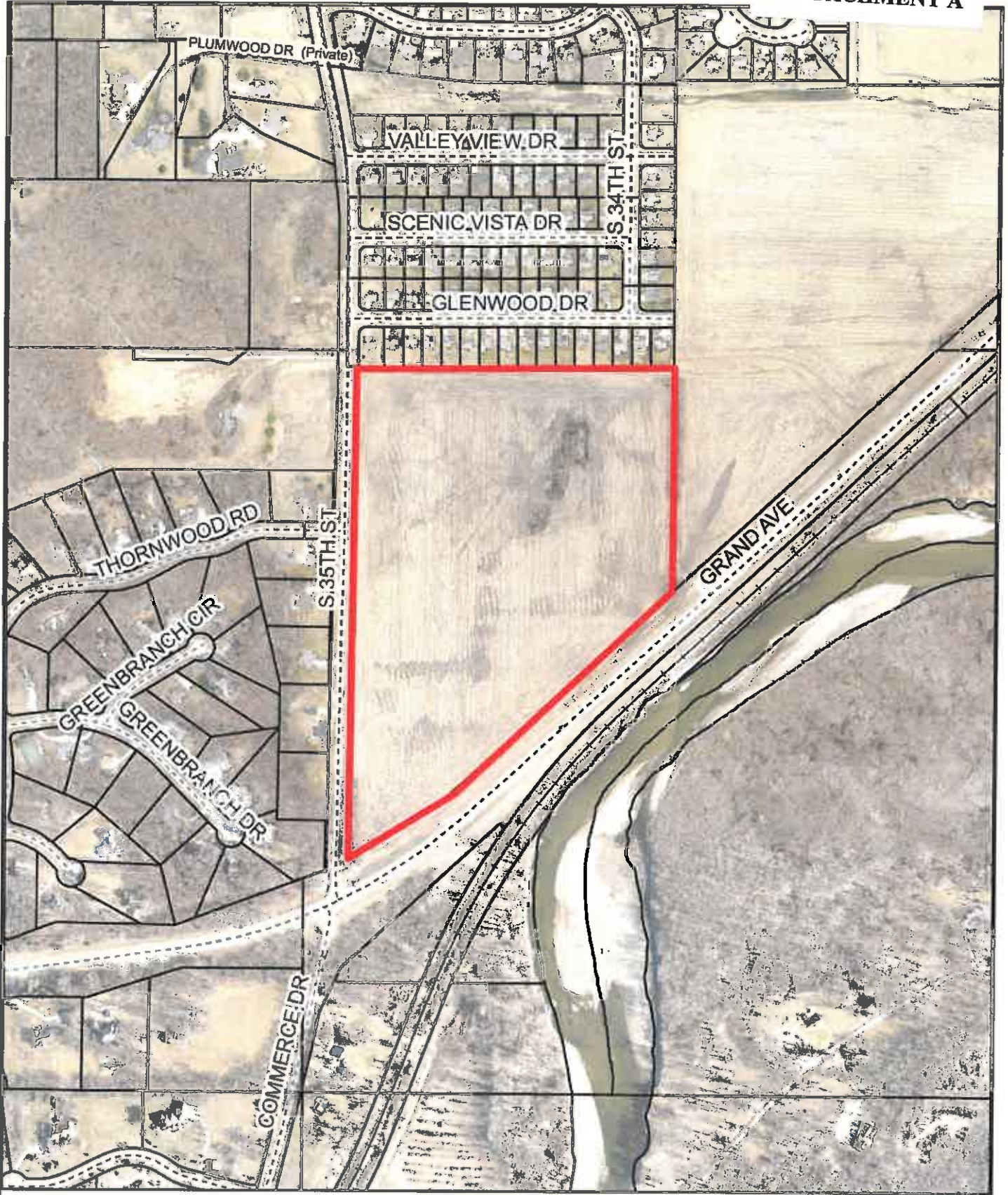
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	July 14, 2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Attachment A - Location Map
- Attachment B - Final Plat
- Attachment C - Resolution: Approval and Release of Final Plat
 - Exhibit A - Conditions
 - Exhibit B - Address Assignment List

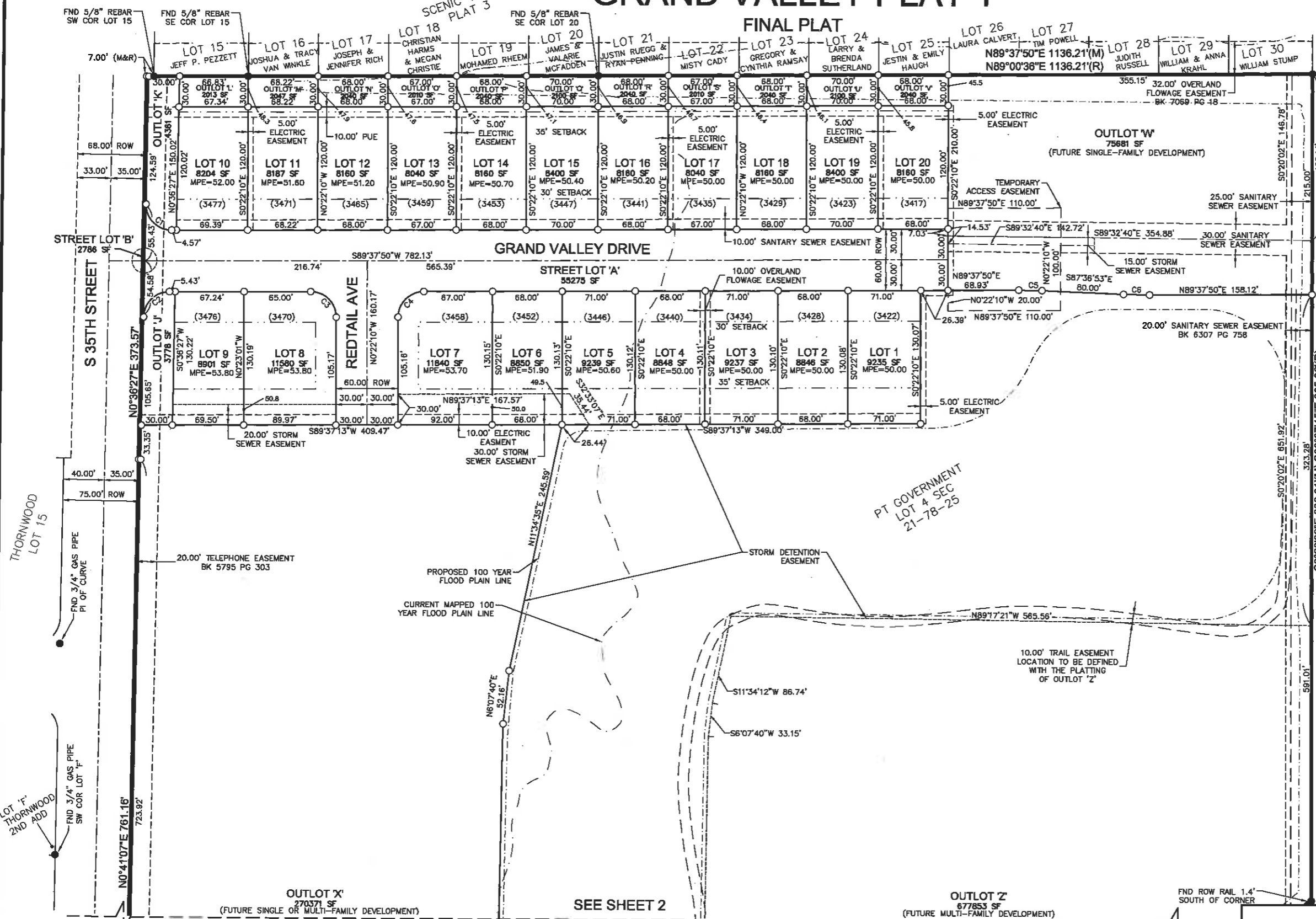


Grand Valley Location Map

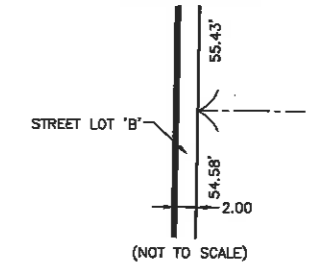


GRAND VALLEY PLAT 1

FINAL PLAT



DETAIL 'A'



CURVE DATA:

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°58'36"	25.00'	39.70'	N44°52'51"W	35.66'
C2	89°01'24"	25.00'	38.84'	N45°07'09"E	35.05'
C3	90°00'00"	25.00'	39.27'	N45°22'10"W	35.36'
C4	90°00'00"	25.00'	39.27'	S44°37'50"W	35.36'
C5	2°45'16"	470.00'	22.60'	S88°59'32"E	22.59'
C6	2°45'16"	530.00'	25.46'	S88°59'32"E	25.46'
C7	90°00'00"	25.00'	39.27'	S45°41'07"W	35.36'

LEGEND:

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW CAP #16747 (UNLESS OTHERWISE NOTED)	●	○
PLATTED BEARING & DISTANCE	P	
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
MINIMUM PROTECTION ELEVATION	MPE	
PUBLIC UTILITY EASEMENT	P.U.E.	
CENTERLINE	---	
SECTIONLINE	---	
EASEMENT LINE	---	

ENGINEER/SURVEYOR:
 CIVIL DESIGN ADVANTAGE
 3405 SE CROSSROADS DR, SUITE G
 GRIMES, IOWA 50111

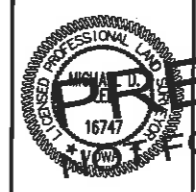
OWNER/DEVELOPER:
 ENGEL ASSOCIATES, INC.
 4812 PLEASANT STREET
 DES MOINES, IOWA 50312

NOTE

- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
- ANY ELEVATIONS SHOWN ON THE FINAL PLAT WERE PROVIDED BY PROJECT ENGINEER AND ARE NOT CERTIFIED BY THIS SURVEYOR.
- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.

PLAT DESCRIPTION:

BOOK 15475, PAGE 538-542
 ALL THAT PART OF GOVERNMENT LOT 4 IN SECTION 21, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M. WHICH LIES EAST OF SOUTH 35TH STREET AND NORTH OF GRAND AVENUE IN THE SW 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THE NORTH 60 FEET THEREOF, SUBJECT TO EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD.



PRELIMINARY

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.

DATE: _____

FOR LICENSE RENEWAL DATE IS DECEMBER 31, 2016
 PAGES OR SHEETS COVERED BY THIS SEAL: _____
 SHEETS ONE AND TWO

GRAND VALLEY PLAT 1
FINAL PLAT

DATE: _____
 REVISIONS: _____
 THIRD SUBMITTAL: 1/20/2016
 SECOND SUBMITTAL: 11/08/15
 FIRST SUBMITTAL: 07/29/15

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

ENGINEER: JAT
 TECH: MDM

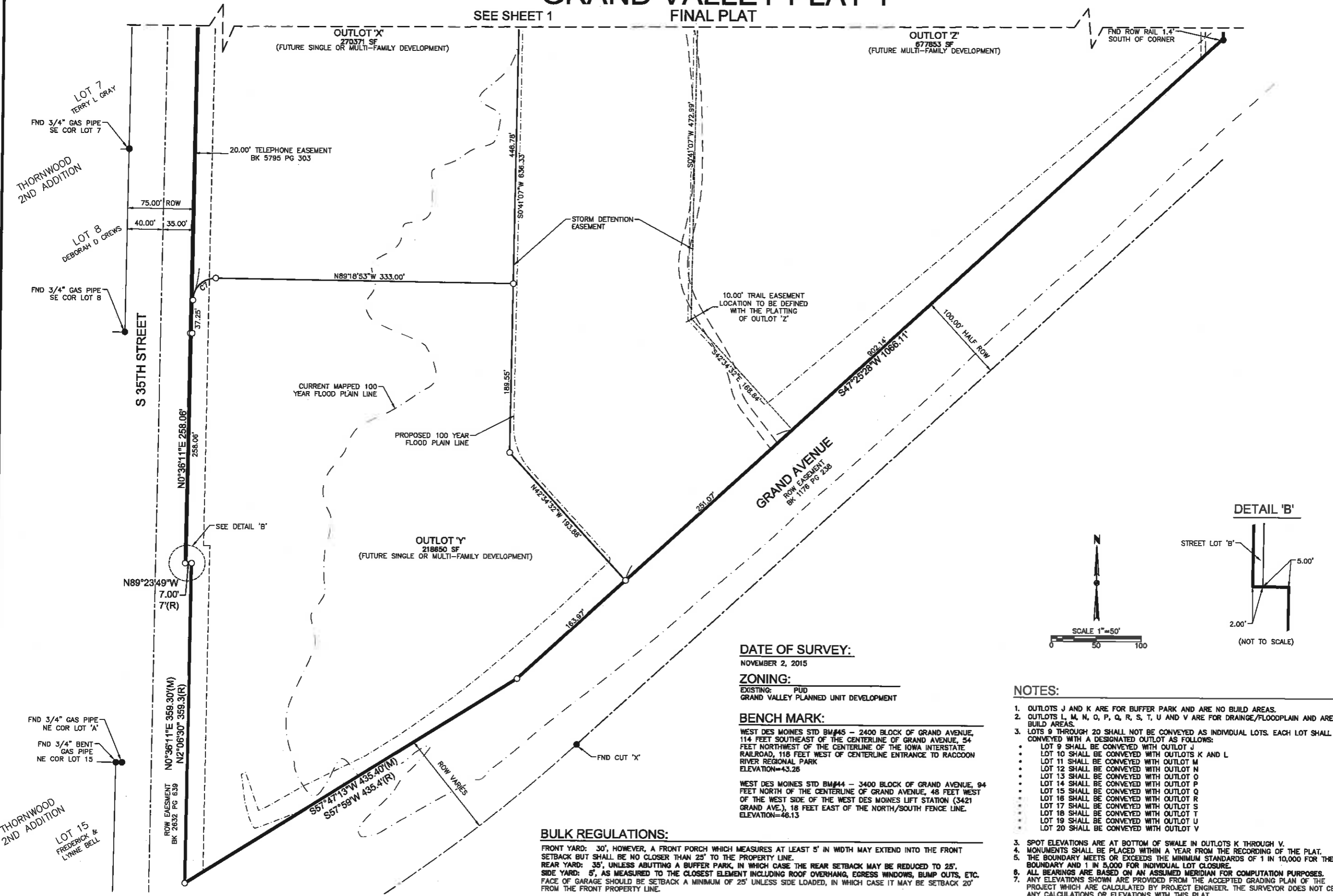
CIVIL DESIGN ADVANTAGE
 WEST DES MOINES, IOWA

1/2
 1312.492

GRAND VALLEY PLAT 1

FINAL PLAT

SEE SHEET 1



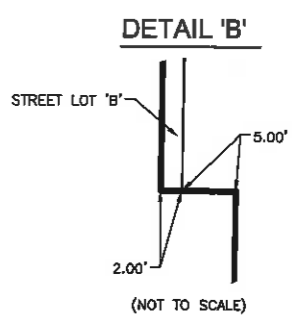
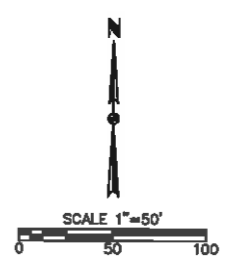
DATE OF SURVEY:
NOVEMBER 2, 2015

ZONING:
EXISTING: PUD
GRAND VALLEY PLANNED UNIT DEVELOPMENT

BENCH MARK:
WEST DES MOINES STD BM#45 - 2400 BLOCK OF GRAND AVENUE, 114 FEET SOUTHEAST OF THE CENTERLINE OF GRAND AVENUE, 54 FEET NORTHWEST OF THE CENTERLINE OF THE IOWA INTERSTATE RAILROAD, 118 FEET WEST OF CENTERLINE ENTRANCE TO RACCOON RIVER REGIONAL PARK
ELEVATION=43.26

WEST DES MOINES STD BM#44 - 3400 BLOCK OF GRAND AVENUE, 94 FEET NORTH OF THE CENTERLINE OF GRAND AVENUE, 48 FEET WEST OF THE WEST SIDE OF THE WEST DES MOINES LIFT STATION (3421 GRAND AVE.), 18 FEET EAST OF THE NORTH/SOUTH FENCE LINE.
ELEVATION=46.13

BULK REGULATIONS:
FRONT YARD: 30', HOWEVER, A FRONT PORCH WHICH MEASURES AT LEAST 5' IN WIDTH MAY EXTEND INTO THE FRONT SETBACK BUT SHALL BE NO CLOSER THAN 25' TO THE PROPERTY LINE.
REAR YARD: 35', UNLESS ABUTTING A BUFFER PARK, IN WHICH CASE THE REAR SETBACK MAY BE REDUCED TO 25'.
SIDE YARD: 5', AS MEASURED TO THE CLOSEST ELEMENT INCLUDING ROOF OVERHANG, EGRESS WINDOWS, BUMP OUTS, ETC.
FACE OF GARAGE SHOULD BE SETBACK A MINIMUM OF 25' UNLESS SIDE LOADED, IN WHICH CASE IT MAY BE SETBACK 20' FROM THE FRONT PROPERTY LINE.



- NOTES:**
- OUTLOTS J AND K ARE FOR BUFFER PARK AND ARE NO BUILD AREAS.
 - OUTLOTS L, M, N, O, P, Q, R, S, T, U AND V ARE FOR DRAINAGE/FLOODPLAIN AND ARE NO BUILD AREAS.
 - LOTS 9 THROUGH 20 SHALL NOT BE CONVEYED AS INDIVIDUAL LOTS. EACH LOT SHALL BE CONVEYED WITH A DESIGNATED OUTLOT AS FOLLOWS:
 - LOT 9 SHALL BE CONVEYED WITH OUTLOT J
 - LOT 10 SHALL BE CONVEYED WITH OUTLOTS K AND L
 - LOT 11 SHALL BE CONVEYED WITH OUTLOT M
 - LOT 12 SHALL BE CONVEYED WITH OUTLOT N
 - LOT 13 SHALL BE CONVEYED WITH OUTLOT O
 - LOT 14 SHALL BE CONVEYED WITH OUTLOT P
 - LOT 15 SHALL BE CONVEYED WITH OUTLOT Q
 - LOT 16 SHALL BE CONVEYED WITH OUTLOT R
 - LOT 17 SHALL BE CONVEYED WITH OUTLOT S
 - LOT 18 SHALL BE CONVEYED WITH OUTLOT T
 - LOT 19 SHALL BE CONVEYED WITH OUTLOT U
 - LOT 20 SHALL BE CONVEYED WITH OUTLOT V
 - SPOT ELEVATIONS ARE AT BOTTOM OF SWALE IN OUTLOTS K THROUGH V.
 - MONUMENTS SHALL BE PLACED WITHIN A YEAR FROM THE RECORDING OF THE PLAT.
 - THE BOUNDARY MEETS OR EXCEEDS THE MINIMUM STANDARDS OF 1 IN 10,000 FOR THE BOUNDARY AND 1 IN 5,000 FOR INDIVIDUAL LOT CLOSURE.
 - ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES.
 - ANY ELEVATIONS SHOWN ARE PROVIDED FROM THE ACCEPTED GRADING PLAN OF THE PROJECT WHICH ARE CALCULATED BY PROJECT ENGINEER. THE SURVEYOR DOES NOT CERTIFY ANY CALCULATIONS OR ELEVATIONS WITH THIS PLAT.

FILE IN 15' VERTICAL CURVES/PLANNED PLATINGS
DATE: 12/22/2015 11:29 AM
DRAWN BY: JAT
CHECKED BY: MDL
PRINTED BY: JAT

DATE	12/22/2015
REVISIONS	
THIRD SUBMITTAL	11/09/15
SECOND SUBMITTAL	11/09/15
FIRST SUBMITTAL	07/24/15

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

TECH: MDL
ENGINEER: JAT

ES&A
CIVIL DESIGN ADVANTAGE

WEST DES MOINES, IOWA

GRAND VALLEY PLAT 1
FINAL PLAT

1312.492

Prepared by: J. B. Munford, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING SURETY IN LIEU OF PUBLIC IMPROVEMENTS, APPROVING AND RELEASING THE FINAL PLAT GRAND VALLEY PLAT 1 (FP-002792-2015) FOR THE PURPOSE OF PLATTING PROPERTY INTO 20 SINGLE FAMILY LOTS, 17 OUTLOTS, AND 1 STREET LOT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Engel Associates Inc., has requested approval for a Final Plat (FP-002792-2015) for approximately 34.5 acre site located at the northeast corner of S. 35th Street and Grand Avenue for the purpose of subdividing the property into 20 single family lots, 17 outlots, and 1 street lot to be dedicated to the City;

Legal Description

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 4 IN SECTION 21, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN LYING EAST OF SOUTH 35TH STREET AND NORTH OF GRAND AVENUE, COMPRISING 36 ACRES MORE OR LESS, INCLUDED WITHIN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; EXCEPT THE NORTH 60 FEET THEREOF

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Grand Valley Plat 1 and recommended approval on May 26, 2015;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Grand Valley Plat 1 that was reviewed and approved by the City Council on June 1, 2015;

WHEREAS, on December 14, 2015, this City Council held a duly-noticed meeting to consider the application for Grand Valley Plat 1 Final Plat (FP-002792-2015);

WHEREAS, the applicant has provided a deed for one street lot to be dedicated to the City;

WHEREAS, the City Council did accept sanitary sewer, storm water and overland flowage easements;

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for Multiple Ownership Parcels;

WHEREAS, the City Council did accept the Parkland Dedication Agreement;

WHEREAS, the City Council did accept surety in lieu of construction of public streets;

WHEREAS, the City Council did accept surety in lieu of construction of public sidewalks adjacent to each lot's boundary,

WHEREAS, the City Council did accept surety in lieu of the installation of landscaping within the plat's buffer areas,

WHEREAS, the City of West Des Moines assigns addresses to the lots in this plat according to Exhibit B, Address Assignment List;

WHEREAS, Grand Valley Plat 1 is zoned Grand Valley Planned Unit Development and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council hearing, are adopted.

SECTION 2. Final Plat, Grand Valley Plat 1 (FP-002792-2015) is approved, subject to compliance with all the conditions in the staff report, dated December 10, 2015, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Grand Valley Plat 1 (FP-002792-2015) Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on December 14, 2015 and Roll Call No. _____

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on December 14, 2015, among other proceedings, Roll Call No. _____ approved said plat on December 14, 2015, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of December, 2015.

Steven K. Gear, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. Prior to recordation of the plat the applicant shall add the following notes to the face of the plat:
 - A FEMA LOMR-F will be submitted to remove lots 1, 2, 3, 4, 5, 17, 18, 19, 20 and outlots W, X, Y, Z from the 100-year floodplain after the foundations of each home is installed.
 - Outlots L, M, N, O, P, Q, R, S, T, U and V are for drainage/floodplain and are no build areas. No structure is allowed to be erected which could impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures.
 - Maintenance of each outlot is the responsibility of the lot in which it is conveyed.
2. In conjunction with development of the property, Applicant will be responsible for the installation of all standard public improvements, including sewers, streets, sidewalks/trails and street lights adjacent to all public streets. The applicant acknowledging that public improvements will need to be completed and ready for acceptance by the City prior to issuance of any temporary occupancy permits.
3. The applicant will need to submit signed originals of the letter of certification and cost declaration from Sternquist Construction prior to issuance of any building permits
4. The applicant will need to submit a signed original of the letter of certification from Civil Design Advantage prior to issuance of any building permits
5. Surety was provided for the construction remaining construction punch list items. Remaining items are as follows:
 - a. End of Road Markers on Redtail Avenue need to be installed.
 - b. Seeding is not complete on the south end of the project, around detention basin and around the handicap ramps. Seeding and/or stabilization still need to be completed in these areas.
 - c. The depressed sidewalk at the overland drainage swale needs to be installed.
 - d. Traffic control devices at South 35th Street need to be removed and sand bags need to be cleaned up.
 - e. Streets need to be swept to remove dirt and straw from seeding operations.
 - f. PW inspector will need to re-inspect the manholes now that seeding around them is complete. Some manholes may have been disturbed by the seeding operations.
6. The following documents have been provided and minor corrections were required. These corrections shall be made before any building permit can be issued.
 - a. Storm Water Management Plan
 - b. Storm Water Detention Facility As-Builts and certification

Exhibit B**Address Assignment List**

Lot	Address
Grand Valley Plat 1, Lot 1	3422 Grand Valley Drive
Grand Valley Plat 1, Lot 2	3428 Grand Valley Drive
Grand Valley Plat 1, Lot 3	3434 Grand Valley Drive
Grand Valley Plat 1, Lot 4	3440 Grand Valley Drive
Grand Valley Plat 1, Lot 5	3446 Grand Valley Drive
Grand Valley Plat 1, Lot 6	3452 Grand Valley Drive
Grand Valley Plat 1, Lot 7	3458 Grand Valley Drive
Grand Valley Plat 1, Lot 8	3470 Grand Valley Drive
Grand Valley Plat 1, Lot 9	3476 Grand Valley Drive
Grand Valley Plat 1, Lot 10	3477 Grand Valley Drive
Grand Valley Plat 1, Lot 11	3471 Grand Valley Drive
Grand Valley Plat 1, Lot 12	3465 Grand Valley Drive
Grand Valley Plat 1, Lot 13	3459 Grand Valley Drive
Grand Valley Plat 1, Lot 14	3453 Grand Valley Drive
Grand Valley Plat 1, Lot 15	3447 Grand Valley Drive
Grand Valley Plat 1, Lot 16	3441 Grand Valley Drive
Grand Valley Plat 1, Lot 17	3435 Grand Valley Drive
Grand Valley Plat 1, Lot 18	3429 Grand Valley Drive
Grand Valley Plat 1, Lot 19	3423 Grand Valley Drive
Grand Valley Plat 1, Lot 20	3417 Grand Valley Drive

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: December 14, 2015

ITEM: Friends of the Library Tale Trail, Ashawa Park & City Campus – Approval of a story walk –
WDM Library - MML1-002902-2015

ORDINANCE: Approval of Minor Modification to Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, The West Des Moines Library, on behalf of Mrs. Mary Brooks of West Des Moines Library Friends Foundation is requesting approval of a minor modification site plan to implement a story walk consisting of a series of 16 pedestal signs displaying pages of a children's storybook. The pedestals will be located along the trail adjacent to the Library and within Ashawa Park. Mrs. Brooks provided a donation to the Library to fund the story walk in honor of her late husband, Dr. Robert C. Brooks.

Plan and Zoning Commission Action:

Vote: 4-0 approval, with Commissioner(s) Brown, Crowley and Southworth absent.

Date: December 7, 2015

Motion: Adopt a resolution recommending the City Council approve the Minor Modification to Site Plan

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: 11/19/2015*
- Staff Review and Comments
 - *Parks and Recreation Advisory Committee 11/19/2015*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Owner/Applicant Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Minor Modification to allow the implementation of a story walk along the trail within the City Campus and Ashawa Park, subject to the applicant meeting all City Code requirements:

Lead Staff Member: J. Bradley Munford

Staff Reviews:

Department Director	LS
Appropriations/Finance	
Legal	RS
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	11/19/2015		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Site Plan
 - Attachment C - Pedestal Sign Elevations
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: December 7, 2015

Item: Friends of the Library Tale Trail, Ashawa Park & City Campus – Approval of a story walk – WDM Library - MML1-002902-2015

Requested Action: Approval of Minor Modification Site Plan

Case Advisor: J. Bradley Munford 

Applicant's Request: The applicant, The West Des Moines Library, on behalf of Mrs. Mary Brooks of West Des Moines Library Friends Foundation is requesting approval of a minor modification site plan to implement a story walk consisting of a series of 16 pedestal signs displaying pages of a children's storybook. The pedestals will be located along the trail adjacent to the Library and within Ashawa Park. Mrs. Brooks provided a donation to the Library to fund the story walk in honor of her late husband, Dr. Robert C. Brooks.

History: Ashawa Park was platted as Outlots X and Z Of Civic Estates Plat 3. The park and the trail was opened to the public in the spring of 2003.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on November 19, 2015; the Subcommittee was supportive of the project.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. This item is being presented to the Plan and Zoning Commission and City Council for informational purposes to highlight this unique addition to the trail within the City Campus and Ashawa Park. Staff would note the following:

- **Parks and Recreation Advisory Committee:** This project was presented to the Parks and Recreation Advisory Committee on November 19, 2015. The Committee was supportive of the project.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Minor Modification to allow the implementation of a story walk along the trail within the City Campus and Ashawa Park, subject to the applicant meeting all City Code requirements.

Property Owner/Applicant:

City of West Des Moines
 4200 Mills Civic Parkway
 West Des Moines, Iowa 50265
 Attn: Darryl Eschete
Darryl.eschete@wdm.iowa.gov

**Applicant's
 Representatives:**

West Des Moines Parks and Recreation
 4200 Mills Civic Parkway
 West Des Moines, Iowa 50263
 Attn: Marco Alvarez
Marco.alvarez@wdm.iowa.gov

ATTACHMENTS:

- | | | |
|--------------|---|---------------------------------------|
| Attachment A | - | Plan and Zoning Commission Resolution |
| Exhibit A | - | Conditions of Approval |
| Attachment B | - | Site Plan |
| Attachment C | - | Pedestal Sign Elevations |

RESOLUTION NO. PZC-15-090

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A MINOR MODIFICATION TO ALLOW THE CONSTRUCTION OF THE FRIENDS OF THE LIBRARY TALE TRAIL WITHIN THE CITY CAMPUS AND ASHAWA PARK

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, The West Des Moines Library on behalf of the West Des Moines Library Friends Foundation, have requested approval of The Friends Of The Library Tale Trail (MML1-002902-2015) to allow implementation of a story walk along the trail within the City Campus and Ashawa Park;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on December 7, 2015 this Commission held a duly-noticed public meeting to consider the application for a Minor Modification (MML1-002902-2015);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report dated December 7, 2015, or as amended orally at the Plan and Zoning Commission meeting of December 7, 2015 are adopted.

SECTION 2. Minor Modification (MML1-002902-2015) to allow implementation of a story walk within City property, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report dated December 7, 2015, including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on December 7, 2015.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:



Anni Taylor
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on December 7, 2015, by the following vote:

AYES: Andersen, Costa, Erickson, Hatfield
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: Brown, Crowley, Southworth

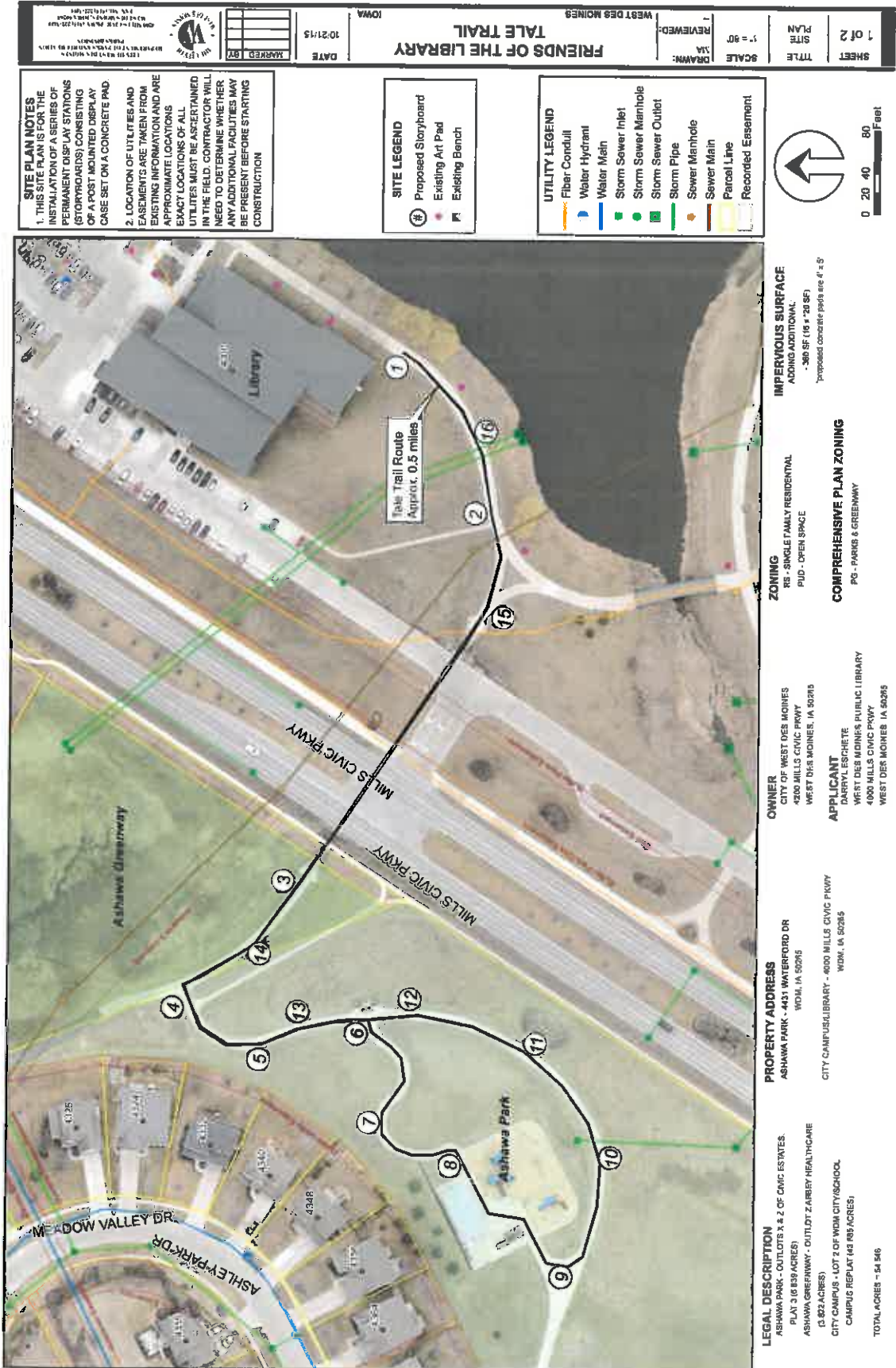
ATTEST:



Anni Taylor
Recording Secretary

Conditions of Approval

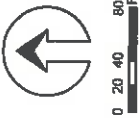
1. No condition of approval.



SITE PLAN NOTES
 1. THIS SITE PLAN IS FOR THE INSTALLATION OF A SERIES OF PERMANENT DISPLAY STATIONS (STORYBOARDS) CONSISTING OF A POST MOUNTED DISPLAY CASE SET ON A CONCRETE PAD.
 2. LOCATION OF UTILITIES AND EASEMENTS ARE TAKEN FROM EXISTING INFORMATION AND ARE APPROXIMATE LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. CONTRACTOR WILL NEED TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES MAY BE PRESENT BEFORE STARTING CONSTRUCTION.

SITE LEGEND
 (1) Proposed Storyboard
 (2) Existing Art Pad
 (3) Existing Bench

UTILITY LEGEND
 Fiber Conduit
 Water Hydrant
 Water Main
 Storm Sewer Inlet
 Storm Sewer Manhole
 Storm Sewer Outlet
 Storm Pipe
 Sewer Manhole
 Sewer Main
 Parcel Line
 Recorded Easement



THE CITY OF WEST DES MOINES
 PUBLIC WORKS DEPARTMENT
 100 EAST MAIN STREET, 5TH FLOOR
 WEST DES MOINES, IOWA 50319
 PHONE: 515-281-5200
 FAX: 515-281-5201
 WWW.CITYOFWD.MO.IA

DATE	10/21/15
MARKED BY	
BY	

FRIENDS OF THE LIBRARY TALE TRAIL
 WEST DES MOINES, IOWA

SHEET	1 of 2
TITLE	SITE PLAN
SCALE	1" = 30'
DRAWN:	JA
REVIEWED:	

LEGAL DESCRIPTION
 ASHAWA PARK - OUTLOTS 1 & 2 OF CMIC ESTATES, PLAY 3 (0.839 ACRES)
 ASHAWA GREENWAY - OUTLOT 2, AUBREY HEALTHCARE (3.822 ACRES)
 CITY CAMPUS - LOT 2 OF WDM CITY/SCHOOL CAMPUS REPLAT (43.185 ACRES)
 TOTAL ACRES - 54.546

PROPERTY ADDRESS
 ASHAWA PARK - 4451 WATERFORD DR WDM, IA 50265
 CITY CAMPUS/LIBRARY - 4000 MILLS CIVIC PKWY WDM, IA 50265

OWNER
 CITY OF WEST DES MOINES
 4300 MILLS CIVIC PKWY
 WEST DES MOINES, IA 50265

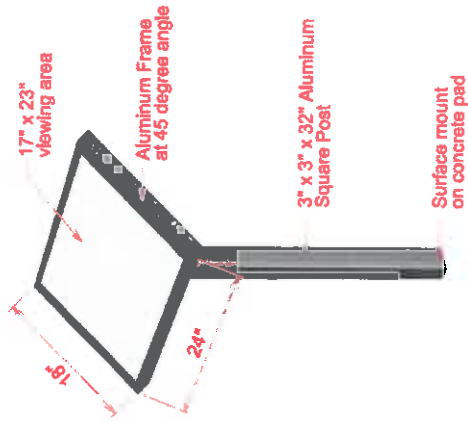
APPLICANT
 MERRYL ESCOBATE
 WEST DES MOINES PUBLIC LIBRARY
 4000 MILLS CIVIC PKWY
 WEST DES MOINES, IA 50265

ZONING
 RE - SINGLE FAMILY RESIDENTIAL
 PUD - OPEN SPACE

COMPREHENSIVE PLAN ZONING
 PG - PARKS & GREENWAY

IMPERVIOUS SURFACE
 -380 SF (16' x 23 SF)
 *proposed concrete pads are 4' x 5'

SHEET	2 OF 2	TITLE	DETAILS	SCALE	MA	REVIEWED:	WEST DES MOINES
MARKED BY	DATE	11/04/15	DATE	11/04/15	DATE	11/04/15	DATE
FRIENDS OF THE LIBRARY TALE TRAIL							

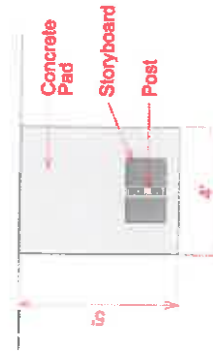


1 STORYBOARD FRAME & POST

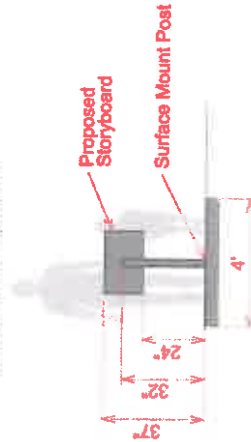


2 STORYBOARD EXAMPLE

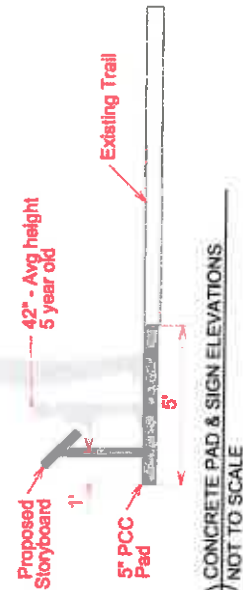
PLAN VIEW



FRONT ELEVATION



SIDE ELEVATION



3 CONCRETE PAD & SIGN ELEVATIONS
NOT TO SCALE

J. B. Munford, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE MINOR MODIFICATION TO ALLOW THE CONSTRUCTION OF THE FRIENDS OF THE LIBRARY TALE TRAIL WITHIN THE CITY CAMPUS AND ASHAWA PARK

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant The West Des Moines Library on behalf of the West Des Moines Library Friends Foundation, have requested approval of The Friends Of The Library Tale Trail (MML1-002902-2015) to allow implementation of a story walk along the trail within the City Campus and Ashawa Park;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on December 7, 2015, the Plan and Zoning Commission did recommend to the City Council approval of the Minor Modification for The Friends Of The Library Tale Trail Within The City Campus And Ashawa Park (MML1-002902-2015);

WHEREAS, on, December 14, 2015, this City Council held a duly-noticed meeting to consider the application for Minor Modification for The Friends Of The Library Tale Trail Within The City Campus And Ashawa Park (MML1-002902-2015);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, stated in the staff report, dated December 14, 2015, or as amended orally at the City Council meeting of December 14, 2015, are adopted.

SECTION 2. Minor Modification to The Friends of the Library Tale Trail (MML1-002902-2015) to allow implementation of a story walk along the trail within the City Campus and Ashawa Park is approved, subject to compliance with all the conditions in the staff report, dated December 14, 2015, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on December 14, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on December 14, 2015, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

**Exhibit A
Conditions of Approval**

1. No condition of approval

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM:

DATE: December 14, 2015

First reading of proposed Ordinance to amend Section 1 of Title 6, Chapter 6 of the Municipal Code to regulate parking in the City right-of-way.

FINANCIAL IMPACT:

This proposed Ordinance amendment should have little financial impact to the City.

BACKGROUND:

West Des Moines Code section 6-6-1(P) currently provides that, "No person shall park or drive a vehicle upon the parking or terrace, designated as that area between the curb line and the sidewalk line, where curbing has been installed." This current parking regulation does not clearly address whether a person can park a vehicle on the driveway approach if there is sufficient length to the approach so that the parked vehicle does not encroach upon the sidewalk or extend into the travel portion of the public street. This issue was brought to the attention of the City Attorney's office after a resident complained that she almost struck a child on a bicycle because she could not see around her neighbor's vehicle that had been parked in this manner.

West Des Moines Code sections 9-15-4(B)(1) and 9-15-6(E)(2) already contain zoning provisions that prohibit parking upon driveway approaches within the City right-of-way. This proposed ordinance amendment would enable the City's parking regulations to be consistent with these City zoning provisions, and allow the City to simply issue \$15.00 parking tickets for violations instead of filing municipal infractions which include possible civil penalties, court filing fees, and service costs. This proposed ordinance amendment also contains language that is more similar to the applicable parking regulations found in the Cities of Clive, Urbandale, and Des Moines, which each prohibit such parking of vehicles, but allow exceptions to be authorized by the City Council.

The Public Safety City Council subcommittee approved of this proposed ordinance amendment at its meeting scheduled on December 4, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

It is recommended that the City Council approve the first reading of this proposed ordinance.

Lead Staff Member: Jason B. Wittgraf, Assistant City Attorney *JBW*

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>ATJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	December 4, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 6, "MOTOR VEHICLES AND TRAFFIC", CHAPTER 6, "PARKING REGULATIONS", SECTION 1, "PARKING PROHIBITED"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1: Title 6, Chapter 6, Section 1 is hereby amended by deleting ~~strike-through~~ text and adding underline text.

6-6-1: PARKING PROHIBITED:

No one shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

- A. Crosswalk: On a crosswalk at an intersection.
- B. Center Parkway: On the center parkway or dividing area of any divided street.
- C. Mailboxes: Within twenty feet (20') on either side of a mailbox which is so placed and so equipped as to permit the depositing of mail from vehicles on the roadway.
- D. Sidewalks: On or across a sidewalk.
- E. Driveway: In front of or within three feet (3') of a public or private driveway.
- F. Intersection: Within, or within ten feet (10') of an intersection of any street or alley.
- G. Fire Hydrant: Within five feet (5') of a fire hydrant.
- H. Stop Sign or Signal: Within ten feet (10') upon the approach to any flashing beacon, stop or yield sign, or traffic control signal located at the side of a roadway.
- I. Railroad Crossing: Within fifty feet (50') of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
- J. Fire Station: Within twenty feet (20') of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy five feet (75') of said entrance when properly signposted.
- K. Excavations: Alongside or opposite any street excavation or obstruction when such stopping,

standing or parking would obstruct traffic.

L. Double Parking: On the roadway side of any vehicle stopped or parked at the edge or curb of a street.

M. Hazardous Locations: When, because of restricted visibility or when standing or parked vehicles would constitute a hazard to moving traffic, or when other traffic conditions require, the chief of police may cause curbing to be painted with a yellow color and erect no parking or standing signs.

N. Theaters, Hotels and Auditoriums: A space of fifty feet (50') is hereby reserved at the side of the street in front of any theater, auditorium, hotel having more than twenty five (25) sleeping rooms, hospital, nursing home, taxicab stand, bus depot, church or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped except in taking on or discharging passengers or freight and then only for such length of time as is necessary for such purpose.

O. Alleys Generally: No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten feet (10') of width of the roadway for free movement of vehicular traffic, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.

P. ~~Parking or Terrace Area between Curb Line and Lot Line~~: No person shall park ~~or drive a vehicle upon~~ between the parking or terrace curb line and lot line, typically designated as that area between the curb line public street and one (1) foot inside of the sidewalk line, except when duly approved by resolution or ordinance of the City Council where curbing has been installed.

Q. Driveway Approach: No person shall park a vehicle upon the public right-of-way that connects a public street to a private driveway, except when duly approved by resolution or ordinance of the City Council.

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

7(d)

DATE: December 14, 2015

ITEM:

Motion – Approval of Traffic Code Amendment
Official Traffic Controls
Grand Prairie Parkway and Interstate 80 South Ramps
First Reading

FINANCIAL IMPACT:

None.

SYNOPSIS:

Council action on this Traffic Code Amendment provides for the operation of traffic signals at the following intersection:

Grand Prairie Parkway and Interstate 80 South Ramps

BACKGROUND:

Traffic signals were constructed as a part of the Grand Prairie Parkway interchange project. The intersection meets warrants as outlined in the Manual of Uniform Traffic Control Devices.

RECOMMENDATION:

City Council Approve:

- Motion approving First Reading of Ordinance

Lead Staff Member: Jim Dickinson, P.E. *[Signature]*

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director <i>[Signature]</i>
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	<i>RTG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	December 7, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-1: OFFICIAL TRAFFIC CONTROLS: is hereby amended by adding the paragraph as follows:

Adding Intersection of:

Grand Prairie Parkway and Interstate 80 South Ramps

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this 14th day of **December, 2015.**

Steven K. Gaer, Mayor

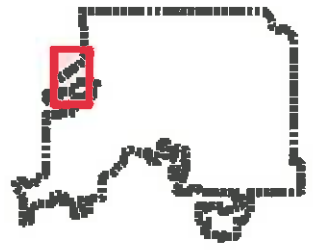
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2015.



Approval of Traffic Code Amendment - Grand Prairie Pkwy and I-80 S. Ramps



Legend

- Parks
- Greenways

1: 13,169



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: December 14, 2015

ITEM: 1st Street Redevelopment PUD Amendment, SW corner of 1st Street and Grand Avenue – Amend the existing PUD to add an additional property and amend setback requirements – City Initiated – ZC-002926-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: On November 2, 2015, the City Council approved a request to establish a Planned Unit Development (PUD) for commercial redevelopment of the property located at the southwest corner of 1st Street and Grand Avenue. This property is located within the Val-Gate District. Establishment of a PUD is used for properties within the District to provide a means for redevelopment that otherwise would be impossible due to the setback and bulk regulations of the applicable Community Commercial (CMC) Zoning District.

This proposed amendment to the PUD will incorporate an adjacent City owned property into the PUD, changing the zoning of the property from SF-VJ to PUD with an underlying zoning designation of CMC. In conjunction with the rezoning request for this property, a Comprehensive Plan Land Use Map Amendment is also being requested to change the existing Single Family Residential land use designation to a Community Commercial land use designation.

Also, the amendment proposes changes to the CMC District side and rear yard setback regulations, specifically reducing the setback regulations for properties within the PUD that are directly adjacent to a property that is not zoned CMC. The proposed changes will not affect buffer requirements adjacent to residential property.

At this time City staff is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Case Planner *BP*

STAFF REVIEWS:

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	<i>AS</i>
Agenda Acceptance	<i>MG</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

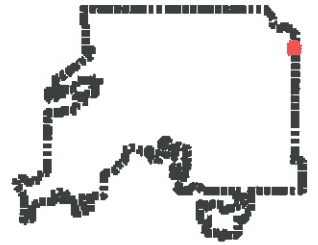
Committee			
Date Reviewed			
Recommendation	Yes	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I Location Map

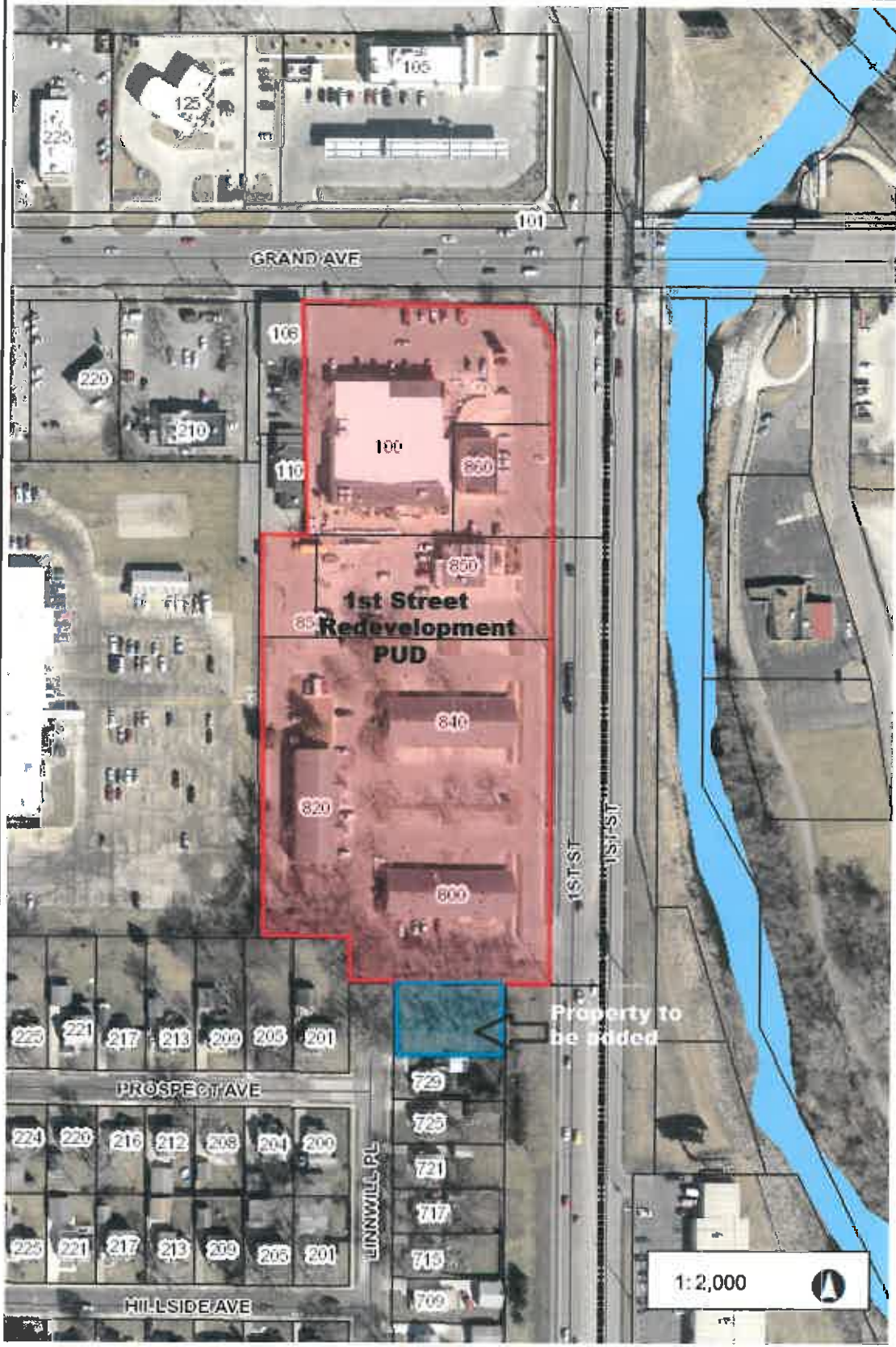
EXHIBIT I

Location Map



Legend

- Parcels
- Parks
- Greenways



333.3 0 166.67 333.3 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: December 14, 2015

ITEM: Minor Modification Ordinance Amendment – Amend Title 9, Zoning, Chapter 1, Entitlements, Processes & Procedures, Section 8, Subsection A-4 Minor Modifications to Entitlements - City Initiated AO-002928-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff is requesting an amendment to City Code Title 9 (Zoning), Chapter 1 (Entitlements: Process and Procedures), Section 8-A-4 (Minor Modifications to Entitlements). This amendment clarifies the types of development allowed under the minor modification process and establishes that storm water management studies and/or traffic impact studies may be required as part of the Minor Modification process.

At this time staff is requesting the City Council initiate the ordinance amendment process and refer the request to the Plan and Zoning Commission for their review and recommendation. The initiation of the ordinance amendment by the City Council does not indicate support or opposition to the ordinance amendment request.

RECOMMENDATION: Staff recommends initiation of the Ordinance Amendment process and forwarding the request to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, AICP



Staff Reviews:

Department Director	CS
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>