

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** January 12, 2015

**time:** 5:30 P.M.

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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 <sup>ST</sup> WARD .....	KEVIN L. TREVILLYAN		
COUNCILMEMBER 2 <sup>ND</sup> WARD .....	JOHN MICKELSON		
COUNCILMEMBER 3 <sup>RD</sup> WARD.....	RUSS TRIMBLE		

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1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
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)
  - a. Iowa STEAM Innovation Zone
3. **Mayor/Council/Manager Report/Other Entities Update**
  - a. CALEA Acknowledgement
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of December 29, 2014 and January 9, 2015 Meetings
  - 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 - New
    2. 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 - New
    3. F & K Hagar, L.L.C. d/b/a Westport Lounge, 800 First Street, Suite C & D - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    4. Wok in Motion Corp. d/b/a Wok in Motion, 5515 Mills Civic Parkway - Class BW Permit with Carryout Wine and Sunday Sales - Renewal
  - d. Motion - Approval to Purchase Wetland Credits:
    1. Grand Avenue Improvements, Phase 5
    2. Grand Avenue Improvements, Phase 6
  - e. Resolution - Approval of Special Assessments - Nuisance Abatements
  - f. Resolution - Approval of Policy - Hotel/Motel Tax Allocations
  - g. Resolution - Order Preparation of Plans and Specifications - Holiday Park Baseball Field Improvements - Phase 3
  - h. Resolution - Order Construction - Grand Avenue Tree Cutting

- i. Resolution - Approval of Professional Services Agreements:
  - 1. Alluvion 1A2 Water Main Improvements
  - 2. Fox Creek Trunk Sewer Extension Phase 2
  - 3. Barnes Heights Sanitary Sewer Connection Fee District
- j. Resolution - Approval and Acceptance of Purchase Agreements and Easements - Fox Creek Sanitary Sewer Project
- k. Resolution - Approval and Acceptance of Purchase Agreement and Property - Ashworth Road Low Pressure Sewer System Project
- l. Resolution - Approval of Addressing - Various Locations within City Limits

**5. Old Business**

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

- a. Tallyn's Reach (a/k/a Woodland Hills and Michael's Landing), southwest corner of Mills Civic Parkway and South 91<sup>st</sup> Street - Amend the Comprehensive Plan Land Use Designation and Zoning Allowed for the Western 9.54 acres of Tallyn's Reach PUD Parcels A and B from Office to Residential High Density for the Development of Senior Apartments - Calamar and Blue Forest Land Group (Continued from December 29, 2014)
  - 1. Motion - Continue Public Hearing to February 9, 2015
- b. Vacated 98<sup>th</sup> Street Right-of-Way, south of the Union Pacific Railroad at 98<sup>th</sup> Street - Disposal of Vacated Right-of-Way of Former 98<sup>th</sup> Street - City Initiated
  - 1. Resolution - Approval of Disposal of Vacated Right-of-Way
- c. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 8D (Official Street Name Map) - Approval to Include a Locational Prefix in the Name of Roadways Located South of the Raccoon River - City Initiated
  - 1. Ordinance - Approval of First Reading
- d. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Rules and Definitions) and Chapter 6 (Commercial, Office and Industrial Zoning District) - Add a Definition for Antiques, Collectibles, and Flea Markets, Make Antiques a Permitted Use in the Neighborhood Commercial Zoning District, and Make Flea Markets a Permitted Use in the Regional Commercial District, the Community Commercial District, the Valley Junction Historic Business District, and the Warehouse Retail District with No Outdoor Displays - City Initiated
  - 1. Ordinance - Approval of First Reading
- e. Fox Creek Sanitary Sewer Extension Project - City Initiated
  - 1. Resolution - Approval of Acquisition of Agricultural Property
- f. Grand Avenue Improvements - Phase 5 - City Initiated
  - 1. Resolution - Approval of Acquisition of Agricultural Property
- g. South 8<sup>th</sup> Street Improvements - Army Post Road to Pine Avenue - City Initiated
  - 1. Resolution - Approval of Acquisition of Agricultural Property

- h. South 88<sup>th</sup> Street Improvements - Booneville Road to Sugar Creek Drive - City Initiated
  - 1 Resolution - Approval of Acquisition of Agricultural Property
- i. South 60<sup>th</sup> Street Improvements - Grand Avenue to Mills Civic Parkway - City Initiated
  - 1 Resolution - Approval of Acquisition of Agricultural Property

**7. New Business**

- a. Willow Creek Plat 1, southeast corner of Pine Avenue and South 8<sup>th</sup> Street - Approval of Final Plat to Create Seven Lots and Three Street Lots - Microsoft Corporation
  - 1. Resolution - Approval and Release of Final Plat for Recordation
- b. South Maple Grove Plat 14, southwest corner of Westown Parkway and 88<sup>th</sup> Street - Plat Property into 21 Single Family Lots and Three Outlots - Mid America Real Estate Company
  - 1. Resolution - Approval and Release of Final Plat for Recordation
- c. Hawthorne Centre (f/k/a Hawthorne Plaza Phase III), south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street - Construct Two 27,000 sq. ft. Office and Retail Buildings - Hawthorne Plaza, LLC
  - 1. Resolution - Approval of Site Plan

**8. Receive, File and/or Refer**

**9. Other Matters**

## **CITY COUNCIL WORKSHOP**

(immediately follows Council meeting)

1. Community Center Updates
2. Sidewalk Program
3. 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.

December 29, 2014

West Des Moines City Council Proceedings  
Monday, December 29, 2014

Mayor Pro tem Kevin L. Trevillyan 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, December 29, 2014 at 5:30 PM. Council members present were: R. Messerschmidt, J. Mickelson, and K. Trevillyan. Council member J. Sandager participated via telephone.

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

Vote 14-607: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

On Item 2. Public Forum:

Mayor Pro tem Trevillyan presented a "Key to the City" to Mason Mitchell, a native of West Des Moines and winner of the 2014 Automobile Racing Club of America (ARCA) Series Championship.

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

Council member Messerschmidt reported he attended a meeting of the Public Works Subcommittee, where discussion was held on the Valley Junction Alleys - Phase 4 project and the possibility of installing meters at the I-235 on-ramps to alleviate traffic congestion.

On Item 4. Consent Agenda.

It was moved by Messerschmidt, second by Mickelson to approve the consent agenda as presented.

- a. Approval of Minutes of December 15, 2014 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  1. Blue Tomato, Inc., d/b/a Blue Tomato Kitchen, 860 1st Street - Class BW Permit with Sunday Sales - Renewal
  2. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - January 12, 2015
  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) - January 21-22, 2015

December 29, 2014

4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - January 28, 2015
  5. Richard Scott Baskerville, d/b/a Scott's Shoppe, 542 5th Street - Class BC Beer Permit - Renewal
  6. Cherry Madole and Susan Madorsky d/b/a The Tangerine Food Company, 1960 Grand Avenue, Suite #21 - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
  7. Kwik Trip, Inc. d/b/a Tobacco Outlet Plus #565, 1220 Grand Avenue, Suite 101 - Class BC Beer Permit with Sunday Sales - Renewal
- d. Approval to Sell Surplus City Equipment
  - e. Authorizing Applications for Surface Transportation Program Funding - Various Public Works Projects
  - f. Accept Work:
    1. City Hall HVAC System Improvements
    2. Exterior Lighting Retrofit - Fire/EMS Station 21
  - g. Approval of Professional Services Agreement - 318 5th Street Building Renovation
  - h. Approval and Acceptance of Purchase Agreements and Easements - Frink Creek Sanitary Sewer Project
  - i. Proclamation - Recognition of Mason Mitchell

Vote 14-608: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

On Item 5(a) 98th Street Planned Unit Development, southeast corner of University Avenue and 98th Street - Amend the Planned Unit Development (PUD) to Change the Front Yard Setback along Bishop Drive for PUD Parcel B, initiated by Hawthorne Plaza, LLC

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

Vote 14-609: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
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 14-610: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

December 29, 2014

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

Vote 14-611: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

On Item 5(b) Amendment to City Code - Title 9 (Zoning), Chapter 1 (Entitlements, Process and Procedures), Section 8-A-4 (Entitlements, Processes and Procedures) - Minor Modification Ordinance Amendment, initiated by the City of West Des Moines

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

Vote 14-612: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
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 14-613: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

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

Vote 14-614: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

On Item 6(a) Tallyn's Reach (a/k/a Woodland Hills and Michael's Landing), southwest corner of Mills Civic Parkway and South 91st Street - Amend the Comprehensive Plan Land Use Designation and Zoning Allowed for the Western 9.54 acres of Tallyn's Reach PUD Parcels A and B from Office to Residential High Density for the Development of Senior Apartments, initiated by Calamar and Blue Forest Land Group

Mayor Pro tem Trevillyan noted staff is recommending the Council continue the Public Hearing to January 12, 2015.

It was moved by Mickelson, second by Messerschmidt to adopt Motion - Continue Public Hearing to January 12, 2015.

December 29, 2014

Vote 14-615: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

On Item 6(b) Mayor Pro tem Trevillyan indicated this was the time and place for a public hearing to consider Project Alluvion, southeast corner of South 8th Street and Pine Avenue - Agreement for Private Development, initiated by Microsoft Corp. He asked for the date the notice was published and the City Clerk indicated the notice was published on December 24, 2014 in the Des Moines Register. Mayor Pro tem Trevillyan asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Messerschmidt, second by Mickelson to adopt Resolution - Approval of Agreement.

Vote 14-616: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Motion carried.

On Item 7 - New Business: no items

On Item 8(a) Comprehensive Annual Financial Report - 2013-14 FY - Received and Filed

On Item 8(b) West Des Moines Water Works - 2015 Budget - Received and Filed

On Item 8(c) Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District) and Chapter 10 (Performance Standards) - Amend SIC 7212 to Allow Cleaners with Limited Equipment in All Commercial, Office, and Industrial Zoning Districts and Add Language Identifying Specific Regulations for Dry Cleaners Operating Under SIC 7212- City Initiated - Referred to Plan and Zoning Commission

On Item 9 - Other Matters: none

The meeting was adjourned at 5:54 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk



December 29, 2014

ATTEST:

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Kevin L. Trevisyan, Mayor Pro tem

January 9, 2015

West Des Moines City Council Proceedings  
Friday, January 9, 2015

Mayor Steven K. Gaer opened the special meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Friday, January 9, 2015 at 12:00 p.m. Council members present were: R. Messerschmidt and K. Trevillyan. Council member J. Sandager participated via telephone.

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

Vote 15-001: Messerschmidt, Sandager, Trevillyan...3 yes  
Motion carried.

On Item 2. Maid-Rite Corporation d/b/a Occasions Made Right, 7929 Ashworth Road - Class LC Liquor License with Outdoor Service and Catering Privileges - New

It was moved by Messerschmidt, second by Trevillyan to approve the liquor license application.

Council member Trevillyan inquired if the premise is a residence and if the license would allow alcohol to be served on premise.

Lynne Twedt, Interim Development Planning and Inspection Manager, responded the premise is a residence, but it also serves as the corporate headquarters for Made-Rite Corporation and their catering operations, which operate as "Occasions Made Right." In accordance with their recently issued occupancy permit, the business will not host any events on-site and will only cater for off-site events.

Vote 15-002: Messerschmidt, Sandager, Trevillyan...3 yes  
Motion carried.

On Item 3. The Special Meeting Notice was Received and Filed.

The meeting was adjourned at 12:03 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

January 9, 2015

ATTEST:

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Steven K. Gaer, Mayor

641  
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	01/08/2015		\$912,203.68
	Claim Listing Date		Total \$ Amount
EFT Claims	01/08/2015		\$856,576.48
	Claim Listing Date		Total \$ Amount
Control Pay	01/08/2015		\$174,156.17
	Claim Listing Date		Total \$ Amount
End of Month	12/31/2014		\$44,945.60
	Claim Listing Date		Total \$ Amount
Manual Check	01/08/2015		\$250,520.81
	Claim Listing Date		Total \$ Amount

Approved by the West Des Moines City Council this 12th day of January  
2015

\_\_\_\_\_  
Tim Stiles, Finance Director

\_\_\_\_\_  
Tom Hadden, City Manager

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Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

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Russ Trimble, Councilmember

\_\_\_\_\_  
Jim Sandager, Councilmember

\_\_\_\_\_  
John Mickelson (alternate)

FINANCIAL SYSTEM  
 01/08/2015 11:22:09  
 BANK VENDOR

1NAT FIRST NATIONALBANK

28252 ADVENTURES IN ADVERTISIN  
 00700 AHLERS & COONEY  
 29425 ALLEN HENDERSON & ASSOCI  
 29314 AMERICAN SECURITY CORP  
 29712 ARBORVANTAGE INC  
 .09661 ARCHWAY SYSTEMS LLC  
 01650 ASPEN MILLS  
 28768 ASQ  
 29716 BALDWIN/RYAN  
 .09667 BEASON/RITA  
 29508 BOLTON & MENK INC  
 29508 BOLTON & MENK INC  
 29508 BOLTON & MENK INC  
 22371 BONNIE'S BARRICADES  
 28011 BOUND TREE MEDICAL, LLC.  
 03220 BREWICK/MARK  
 28955 BRYAN/ALICE  
 .09666 BUSBY/KENNETH  
 27750 CAPPEL'S ACE HARDWARE  
 04250 CARPENTER UNIFORM CO  
 24447 CDW GOVERNMENT, INC.  
 25445 CENTURY LINK  
 19700 CENTURYLINK  
 04950 CITY OF DES MOINES  
 25206 CONCRETE TECHNOLOGIES  
 28056 CONTINUUM RETAIL ENERGY  
 05885 CORELL CONTRACTOR, INC  
 05885 CORELL CONTRACTOR, INC.  
 28328 CORPORATE CLEANING OF IO  
 27442 CORY/TARRY  
 90039 DALLAS COUNTY TREASURER  
 27995 DANKO EMERGENCY EQUIPMEN  
 27867 DE LAGE LANDEN  
 07450 DES MOINES STAMP MFG CO  
 29736 DEVAULT/TRACY  
 25425 DILLARD/CARLOS  
 29492 DOWLING/CONNIE  
 .09668 DUKE/BENJAMIN  
 .09662 DUNKIN/MICHAEL  
 08300 EARL MAY SEED AND NURSER  
 28568 EDGE COMMERCIAL, LLC  
 28568 EDGE COMMERCIAL, LLC  
 29221 EIDE BAILLY, LLP  
 24746 ELDER CORPORATION  
 08530 ELECTRICAL ENGINEERING &  
 27039 EMBARKIT, INC.  
 28436 EMERGENCY SERVICES MARKE  
 26083 EMSLRC

Check Register  
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 01/08/2015 11:22:09

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29585	H & W CONTRACTING	177159	01/12/15	148,112.30
25728	HAHN/JENNIFER	177160	01/12/15	1,000.00
11300	HAWKEYE TRUCK EQUIPMENT	177161	01/12/15	1,879.00
29559	HAWKINS/JENNIFER	177162	01/12/15	1,750.00
29260	HDR ENGINEERING, INC.	177163	01/12/15	13,234.71
29561	HEARTLAND BUSINESS SYSTE	177164	01/12/15	9,234.00
25187	HENNING/KRISTY	177165	01/12/15	84.56
27390	HIGHLINE CORPORATION	177166	01/12/15	150.00
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.096665	IOWA ENGINEERING SOCIETY	177171	01/12/15	225.00
.096673	IOWA ENGINEERING SOCIETY	177172	01/12/15	125.00
23500	IOWA LAW ENFORCEMENT ACA	177173	01/12/15	300.00
.09677	IOWA MS INC	177174	01/12/15	1,875.00
12925	IOWA MUNICIPAL FINANCE O	177175	01/12/15	13,100.00
13110	IOWA SIGNAL INC.	177176	01/12/15	13,410.00
13200	IOWA TITLE CO	177177	01/12/15	725.00
13200	IOWA TITLE CO	177178	01/12/15	1,100.00
28265	JACK DELEON CONSTRUCTION	177179	01/12/15	5,237.00
29532	JEFFREY L BRUCE & COMPAN	177180	01/12/15	1,758.90
.09675	KAUFMAN/JUDY	177181	01/12/15	130.00
.09670	KLUESNER/JOHN	177182	01/12/15	87.68
27669	KUTAK ROCK LLP	177183	01/12/15	2,093.90
29517	LEXISNEXIS	177184	01/12/15	350.00
.09678	LINDHOLM/MATT	177185	01/12/15	150.00
29734	LINDHOLM/MATT	177186	01/12/15	14,200.00
23820	LOWE'S COMPANIES, INC.	177187	01/12/15	3,017.40
23784	MASTERSON/CHUCK	177188	01/12/15	50.00
29737	MASTROFSKI/AARON	177189	01/12/15	3,851.00
26066	MEDIACOM	177190	01/12/15	11.47
25386	MEMORIAL SERVICES OF IOW	177191	01/12/15	450.00
14900	MENARDS	177192	01/12/15	358.77
13030	MIDAMERICAN ENERGY	177193	01/12/15	98,442.18
13027	MIDAMERICAN-CLIVE-WDM TL	177194	01/12/15	399.92
13029	MIDAMERICAN-WDM-WAUKBE T	177195	01/12/15	21.93
29597	MSA PROFESSIONAL SERVICE	177196	01/12/15	40,720.26
29569	MUNRO CONSTRUCTION CO	177197	01/12/15	15,570.20
25307	MURPHY TRACTOR & EQUIPME	177198	01/12/15	1,901.99
29604	OAKLEAF PROPERTIES LC	177199	01/12/15	29,002.00
28681	OLSSON ASSOCIATES	177200	01/12/15	643.73
28360	OPTIMUM DATA, INC.	177201	01/12/15	889.72

FINANCIAL SYSTEM  
 01/08/2015 11:22:09

BANK VENDOR

1 NAT FIRST NATIONALBANK

Check Register

CHECK# DATE AMOUNT

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177205	01/12/15	
177206	01/12/15	
177207	01/12/15	
177208	01/12/15	
177209	01/12/15	
177210	01/12/15	
177211	01/12/15	
177212	01/12/15	
177213	01/12/15	
177214	01/12/15	
177215	01/12/15	
177216	01/12/15	
177217	01/12/15	
177218	01/12/15	
177219	01/12/15	
177220	01/12/15	
177221	01/12/15	
177222	01/12/15	
177223	01/12/15	
177224	01/12/15	
177225	01/12/15	
177226	01/12/15	
177227	01/12/15	
177228	01/12/15	
177229	01/12/15	
177230	01/12/15	
177231	01/12/15	
177232	01/12/15	
177233	01/12/15	
177234	01/12/15	
177235	01/12/15	
177236	01/12/15	
177237	01/12/15	
177238	01/12/15	
177239	01/12/15	
177240	01/12/15	
177241	01/12/15	
177242	01/12/15	
177243	01/12/15	
177244	01/12/15	
177245	01/12/15	
177246	01/12/15	
177247	01/12/15	
177248	01/12/15	
177249	01/12/15	

BANK	VENDOR
1 NAT FIRST NATIONALBANK	
	OSMANSON/MARK
	OWENS & MINOR
	PALMER GROUP
	PARKER/SATONIUS
	PER MAR SECURITY
	PLANET TECHNOLOGIES, INC
	PLUMB SUPPLY CO
	POLK COUNTY CONSERVATION
	POLK COUNTY TREASURER
	PROVANTAGE LLC
	RAINBOW TREECARE
	ROY'S TOWING AND RECOVER
	RUBE'S III, INC
	SCHILDBERG CONSTRUCTION
	SCHNEIDER/TIM
	SEBESTA INC
	SEBESTA INC
	SECRETARY OF STATE
	SIGNS NOW
	SKOLD DOOR & FLOOR CO.
	SMITH/JODY E
	SMITH/JOHN
	SNI SOLUTIONS
	SPECIALTY GRAPHICS INC
	SPEX CRIMINALISTICS
	SPRINT
	STEIN/BEN
	STERLING CODIFIERS INC
	SWINTON/ASHLEE
	TOMETICH ENGINEERING, IN
	TRANSIT WORKS
	TRUE VALUE & V&S VARIETY
	UNITED PARCEL SERVICE
	VEENSTRA & KIMM INC
	VEENSTRA & KIMM INC
	VERIZON WIRELESS
	VOLLMER, INC.
	WASTE MANAGEMENT OF IOWA
	WEST DES MOINES COMM SCH
	WEST DES MOINES COMM SCH
	WEX BANK
	WHANNEL/DON
	WHITTLE STOP CAR WASH
	WHITAKER/ROBERT
	WINBOURNE CONSULTING
	WIXTED INC.
	WPS MEDICARE PART B WPS

FINANCIAL SYSTEM  
01/08/2015 11:22:09

BANK VENDOR

INAT FIRST NATIONALBANK

26359 WBS GROUP, LTD.  
26820 YEAGER/LE MAR

FIRST NATIONALBANK

CITY OF WEST DES MOINES IOWA  
GL540R-V07.25 PAGE 4

CHECK#	DATE	Check Register	AMOUNT
177250	01/12/15		569.10
177251	01/12/15		973.00
			912,203.68

\*\*\*



BANK	VENDOR	CHECK#	DATE	AMOUNT
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90023	ARNOLD MOTOR SUPPLY, LLP	8376	01/12/15	405.91
90068	BAUER BUILT	8377	01/12/15	1,486.18
90027	BLACKBURN MANUFACTURING	8378	01/12/15	162.74
90124	BRAVO GREATER DES MOINES	8379	01/12/15	291,446.12
90029	BROWN TRAFFIC PRODUCTS	8380	01/12/15	26,645.32
90015	EMC RISK SERVICES	8381	01/12/15	93.50
90042	ENTENMANN ROVIN-CO	8382	01/12/15	50.00
90161	FARRAND/GLENN	8383	01/12/15	92,629.44
90010	FOTH INFRASTRUCTURE & EN	8384	01/12/15	32,864.62
90010	FOTH INFRASTRUCTURE & EN	8385	01/12/15	17,002.88
90010	FOTH INFRASTRUCTURE & EN	8386	01/12/15	307,696.12
90048	GREATER DES MOINES CONVE	8387	01/12/15	6,585.00
90159	HENNING/CLAUDIA	8388	01/12/15	4,353.47
90053	IOWA COMMUNITIES	8389	01/12/15	20,018.16
90065	KECK, INC.	8390	01/12/15	53,266.22
90061	KIRKHAM, MICHAEL, & ASSO	8391	01/12/15	347.44
90100	LAILAW JR./WILLIAM L	8392	01/12/15	385.56
90104	MID IOWA PETROLEUM SVCS,	8393	01/12/15	67.80
90088	NORTHLAND PRODUCTS	8394	01/12/15	50.00
90174	WILKINS/CHRIS	8395	01/12/15	
FIRST NATIONALBANK				856,576.48

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FINANCIAL SYSTEM  
 01/08/2015 09:48:45  
 BANK VENDOR

1NAT FIRST NATIONALBANK

Check Register  
 CHECK# DATE AMOUNT

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ABC ELECTRICAL CONTRACTO	ABC ELECTRICAL CONTRACTO	ACME TOOLS-DES MOINES	AMERICAN CONCRETE	ARAMARK UNIFORM SERVICES	CAPITAL SANITARY SUPPLY	DES MOINES REGISTER MEDI	DES MOINES REGISTER/THE	EAGLE SIGN CO	ELECTRONIC ENGINEERING	EXCEL MECHANICAL, INC.	G&L CLOTHING	GALETON GLOVES	GALLS LLC	GOLDEN VALLEY HARDSCAPES	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	HOWARD R. GREEN CO.	INLAND TRUCK PARTS	MID-IOWA SOLID WASTE EQU	O'HALLORAN INTERNATIONAL	O'KEEFE ELEVATOR COMPANY	O'REILLY AUTOMOTIVE, INC	PITNEY BOWES	PRAXAIR	ROCKMOUNT RESEARCH ALLOY	SECURITY EQUIPMENT INC	SNYDER & ASSOCIATES	SNYDER & ASSOCIATES	STRAUSS SAFE AND LOCK CO	THOMSON REUTERS-WEST PAY	TOMPKINS INDUSTRIES

177070	177071	177072	177073	177074	177075	177076	177077	177078	177079	177080	177081	177082	177083	177084	177085	177086	177087	177088	177089	177090	177091	177092	177093	177094	177095	177096	177097	177098	177099	177100	177101	177102	177103	177104	177105
01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15	01/12/15

361.63	493.13	11.98	471.00	1,292.44	883.18	3,145.82	300.03	6,985.79	80.00	6,316.77	1,249.30	194.14	541.35	3,015.00	6,768.25	4,107.00	107,026.80	832.80	1,549.50	671.00	607.89	7,952.26	96.21	587.36	202.25	30.16	345.00	833.67	957.24	466.00	8,442.38	4,708.50	1,361.80	251.50	17.04
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174,156.17 \*\*\*

FIRST NATIONALBANK

FINANCIAL SYSTEM  
01/06/2015 09:10:22

BANK VENDOR

1NAT FIRST NATIONALBANK

90015 EMC RISK SERVICES  
FIRST NATIONALBANK

Check Register

CHECK#	DATE	AMOUNT
800536	01/05/15	44,945.60
		44,945.60

\*\*\*

FINANCIAL SYSTEM  
01/08/2015 13:37:13

BANK VENDOR

INAT FIRST NATIONALBANK

24822 WELLMARK BLUE CROSS  
24822 WELLMARK BLUE CROSS  
24822 WELLMARK BLUE CROSS

FIRST NATIONALBANK

Check Register

CHECK# DATE AMOUNT

800547 12/25/14 71,461.82  
800548 01/01/15 94,556.72  
800549 01/09/15 69,547.23

235,565.77 \*\*\*

FINANCIAL SYSTEM  
12/31/2014 11:01:15

BANK VENDOR

1NAT FIRST NATIONALBANK

28720 STATE SAVINGS BANK

FIRST NATIONALBANK

Check Register

CHECK# DATE AMOUNT

139603 12/31/14 14,955.04

14,955.04 \*\*\*

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

**ITEM:** Approval of Liquor Licenses

**DATE:** January 12, 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 - New
2. 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 - New
3. F & K Hagar, L.L.C. d/b/a Westport Lounge, 800 First Street, Suite C & D - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
4. Wok in Motion Corp. d/b/a Wok in Motion, 5515 Mills Civic Parkway - Class BW Permit with Carryout Wine and 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**

**4(d)1**

**DATE: January 12, 2015**

**ITEM:**

Motion – Approving Purchase of Wetland Credits  
Voas Wetland Mitigation Bank, Dallas County  
Grand Avenue Phase 5

**FINANCIAL IMPACT:**

The cost of purchasing wetland credits is \$13,650. All costs can be paid from budgeted account no. 4047.75.820.6.7910 with the ultimate funding intended to come from General Obligations Bonds and a federal surface transportation program grant.

**BACKGROUND:**

The Corps of Engineers has agreed to allow the City to mitigate wetlands that are disturbed as part of the Grand Avenue Phase 5 street improvements project. Staff is recommending purchase of 0.39 emergent wetland credits from the Voas Mitigation Bank operated by Dallas County to satisfy the mitigation requirements.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Motion approving the Purchase of Wetland Credits.

**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 <i>duw</i>
Appropriations/Finance	Tim Styles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5 2015		
Recommendation	<u>Yes</u>	No	Split

# Voas Mitigation Bank Debit Certificate

This *Wetland Mitigation Bank Debit Certificate* hereby certifies that: the City of West Des Moines (Permittee) has taken all practical measures to avoid impacts to wetlands and aquatic resources in the design of the project described below, and the project includes all practical measures to minimize harm to the impacted resources. A copy of this *Wetland mitigation Bank Debit Certificate* is to be filed with the US Army Corps of Engineers – Rock Island District, Regulatory Branch, P.O. Box 2004, Rock Island, IL 61204-2004.

This *Wetland Mitigation Bank Debit Certificate* is for informational purposes only. It requires no approval or action by regulatory agencies.

Permittee: City of West Des Moines

Contact: Duane Wittstock

Signature of Contact: \_\_\_\_\_ Date: \_\_\_\_\_

Address: 4200 Mills Civic Parkway

West Des Moines, IA 50265

Phone: (515) 222-3475 Email: duane.wittstock@wdm.iowa.gov

Project Name/Description:

Grand Avenue Phase 5, South 35<sup>th</sup> Street to Raccoon River Park, West Des Moines, Iowa

Project location: (County, Section, Range, Township or Street Address or GIS address)

Polk County, Section 20/21, Township 78 North, Range 25 West, Grand Avenue east of South 35<sup>th</sup> Street

8-digit Hydrologic Unit Code (HUC): 07100006 – North Raccoon

US Army Corps of Engineers Project Number: CEMVR-OD-P-2014-651

The Permittee's authorized representative certifies that the permittee a) has purchased or is purchasing the mitigation credits cited below and b) has submitted to the Rock Island District of the US Army Corps of Engineers a Joint Permit application that describes the wetland and/or water resource impacts for which the credits have been purchased.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Mitigation Credit Calculation for Voas Mitigation Bank (VMB)

	Acres of Wetland to be Mitigated at the VMB ( to TWO decimal places)	Type of Mitigating Wetland*	Mitigation Ratio Multiplier**	Acres to be Withdrawn (to TWO decimal places)	Cost per acre	Extension
	0.39	Emergent Wetland	1	0.39	\$35,000	\$13,650
<b>TOTAL AMOUNTS</b>	0.39			0.39		\$13,650

<b>To be completed by wetland mitigation bank administrator</b>	
Number of Acre Credits Deducted from Bank:	Date of Credit Deduction:
Prepared by:	Title:
Signature:	Date:

**\*Key to Type of Mitigating Wetland**

F = Forested wetland:            E = Emergent wetland:            O = Open wetland

**\*\* It takes 4 acres of open water to mitigate the loss of 1 acre of emergent wetland, but only 1 acre of open water to mitigate the loss of 1 acre of open water. Open water is wetland habitat where the depth of the water is 2 meters or less on a relatively permanent basis and where there is no rooted vegetation.**

# Voas Mitigation Bank Debit Request

City of West Des Moines (Permittee) has taken all practical measures to avoid impacts to wetlands and aquatic resources in the design of the project described below, and the project includes all practical measures to minimize harm to the impacted resources. The Permittee requests the below number of wetland credits to be (circle one of the following) **purchased** or **reserved** from the Dallas County, Iowa "Voas Mitigation Bank".

Permittee: City of West Des Moines  
 Contact: Duane Wittstock  
 Signature of Contact: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: 4200 Mills Civic Parkway  
West Des Moines, IA 50265  
 Phone: (515) 222-3475 Email: duane.wittstock@wdm.iowa.gov

Project Name/Description:  
Grand Avenue Phase 5, South 35<sup>th</sup> Street to Raccoon River Park, West Des Moines, Iowa  
 Project location: (County, Section, Range, Township or Street Address or GIS address)  
Polk County, Section 20/21, Township 78 North, Range 25 West, Grand Avenue east of South 35<sup>th</sup> Street  
 8-digit Hydrologic Unit Code (HUC): 07100006 – North Raccoon  
 US Army Corps of Engineers Project Number: CEMVR-OD-P-2014-651

## Mitigation Credit Calculation for Voas Mitigation Bank (VMB)

	Acres of Wetland to be Mitigated at the VMB (to TWO decimal places)	Type of Mitigating Wetland*	Mitigation Ratio Multiplier**	Acres to be Withdrawn (to TWO decimal places)	Cost per acre	Extension
	0.39	Emergent Wetland	1	0.39	\$35,000	\$13,650
<b>TOTAL AMOUNTS</b>	0.39			0.39		\$13,650

Approved by Dallas County Board of Supervisors Resolution #	Date:
Signature:	Title:

\*Key to Type of Mitigating Wetland  
 F = Forested wetland:      E = Emergent wetland:      O = Open wetland

\*\* It takes 4 acres of open water to mitigate the loss of 1 acre of emergent wetland, but only 1 acre of open water to mitigate the loss of 1 acre of open water. Open water is wetland habitat where the depth of the water is 2 meters or less on a relatively permanent basis and where there is no rooted vegetation.

# Location Map



## Grand Avenue Reconstruction Phase 5 0510-019-2013



To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

### Legend

 Project Location

0 300 600 1,200  
 Feet

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

**DATE: January 12, 2015**

**ITEM:**

Motion – Approving Purchase of Wetland Credits  
Voas Wetland Mitigation Bank, Dallas County  
Grand Avenue Phase 6

**FINANCIAL IMPACT:**

The cost of purchasing wetland credits is \$12,250. All costs can be paid from budgeted account no. 4045.75.820.6.7910 with the ultimate funding intended to come from General Obligations Bonds and a federal surface transportation program grant.

**BACKGROUND:**

The Corps of Engineers has agreed to allow the City to mitigate wetlands that are disturbed as part of the Grand Avenue Phase 6 street improvements project. Staff is recommending purchase of 0.35 emergent wetland credits from the Voas Mitigation Bank operated by Dallas County to satisfy the mitigation requirements.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Motion approving the Purchase of Wetland Credits.

**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 <i>aw</i>
Appropriations/Finance	Tim Styles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	<b>Yes</b>	No	Split

# Voas Mitigation Bank Debit Certificate

This *Wetland Mitigation Bank Debit Certificate* hereby certifies that: the City of West Des Moines (Permittee) has taken all practical measures to avoid impacts to wetlands and aquatic resources in the design of the project described below, and the project includes all practical measures to minimize harm to the impacted resources. A copy of this *Wetland mitigation Bank Debit Certificate* is to be filed with the US Army Corps of Engineers – Rock Island District, Regulatory Branch, P.O. Box 2004, Rock Island, IL 61204-2004.

This *Wetland Mitigation Bank Debit Certificate* is for informational purposes only. It requires no approval or action by regulatory agencies.

Permittee: City of West Des Moines

Contact: Duane Wittstock

Signature of Contact: \_\_\_\_\_ Date: \_\_\_\_\_

Address: 4200 Mills Civic Parkway

West Des Moines, IA 50265

Phone: (515) 222-3475

Email: duane.wittstock@wdm.iowa.gov

Project Name/Description:

Grand Avenue Phase 6, West Des Moines, Iowa.

Project location: (County, Section, Range, Township or Street Address or GIS address)

Polk County, Section 20, Township 78 North, Range 25 West, Grand Avenue west of South 35<sup>th</sup> Street

8-digit Hydrologic Unit Code (HUC): 07100006 – North Raccoon

US Army Corps of Engineers Project Number: CEMVR-OD-P-2014-1745

The Permittee's authorized representative certifies that the permittee a) has purchased or is purchasing the mitigation credits cited below and b) has submitted to the Rock Island District of the US Army Corps of Engineers a Joint Permit application that describes the wetland and/or water resource impacts for which the credits have been purchased.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Mitigation Credit Calculation for Voas Mitigation Bank (VMB)

	Acres of Wetland to be Mitigated at the VMB ( to TWO decimal places)	Type of Mitigating Wetland*	Mitigation Ratio Multiplier**	Acres to be Withdrawn (to TWO decimal places)	Cost per acre	Extension
	0.35	Emergent Wetland	1	0.35	\$35,000	\$12,250
<b>TOTAL AMOUNTS</b>	0.35			0.35		\$12,250

### To be completed by wetland mitigation bank administrator

Number of Acre Credits Deducted from Bank:	Date of Credit Deduction:
Prepared by:	Title:
Signature:	Date:

#### \*Key to Type of Mitigating Wetland

F = Forested wetland:            E = Emergent wetland:            O = Open wetland

\*\* It takes 4 acres of open water to mitigate the loss of 1 acre of emergent wetland, but only 1 acre of open water to mitigate the loss of 1 acre of open water. Open water is wetland habitat where the depth of the water is 2 meters or less on a relatively permanent basis and where there is no rooted vegetation.

# Voas Mitigation Bank Debit Request

City of West Des Moines (Permittee) has taken all practical measures to avoid impacts to wetlands and aquatic resources in the design of the project described below, and the project includes all practical measures to minimize harm to the impacted resources. The Permittee requests the below number of wetland credits to be (circle one of the following) **purchased** or reserved from the Dallas County, Iowa "Voas Mitigation Bank".

Permittee: City of West Des Moines  
 Contact: Duane Wittstock  
 Signature of Contact: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: 4200 Mills Civic Parkway  
West Des Moines, IA 50265  
 Phone: (515) 222-3475 Email: duane.wittstock@wdm.iowa.gov

Project Name/Description:  
Grand Avenue Phase 6, West Des Moines, Iowa.  
 Project location: (County, Section, Range, Township or Street Address or GIS address)  
Polk County, Section 20, Township 78 North, Range 25 West, Grand Avenue west of South 35<sup>th</sup> Street  
 8-digit Hydrologic Unit Code (HUC): 07100006 – North Raccoon  
 US Army Corps of Engineers Project Number: CEMVR-OD-P-2014-1745

## Mitigation Credit Calculation for Voas Mitigation Bank (VMB)

	Acres of Wetland to be Mitigated at the VMB ( to TWO decimal places)	Type of Mitigating Wetland*	Mitigation Ratio Multiplier**	Acres to be Withdrawn (to TWO decimal places)	Cost per acre	Extension
	0.35	Emergent Wetland	1	0.35	\$35,000	\$12,250
<b>TOTAL AMOUNTS</b>	0.35			0.35		\$12,250

Approved by Dallas County Board of Supervisors Resolution # _____	Date: _____
Signature: _____	Title: _____

\*Key to Type of Mitigating Wetland

F = Forested wetland:      E = Emergent wetland:      O = Open wetland

\*\* It takes 4 acres of open water to mitigate the loss of 1 acre of emergent wetland, but only 1 acre of open water to mitigate the loss of 1 acre of open water. Open water is wetland habitat where the depth of the water is 2 meters or less on a relatively permanent basis and where there is no rooted vegetation.

# Location Map



**Grand Avenue Reconstruction Phase 6  
0510-018-2013**



To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

**Legend**

 Project Location





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

**4(e)**

**ITEM:** Certification of Costs  
Abatement of Public Nuisance  
Multiple Locations

**DATE:** January 12, 2015

**FINANCIAL IMPACT:** \$ 3,753.75 Revenue to Offset Direct City Expenses

**BACKGROUND:** Legal notice was given by the City of West Des Moines Code Enforcement Officer to the property owner requiring the owner to comply with the abatement of a nuisance or the City would be authorized to abate the nuisance at the expense of the owner. The following invoices for the cost of abating a nuisance remain unpaid:

<u>Address</u>	<u>Type</u>	<u>Date(s)</u>	<u>Amount</u>
1110 Walnut St.	Weeds	9/10/2014	\$ 117.50
1249 29 <sup>th</sup> St.	Weeds	9/26/2014	\$ 205.00
1320 Locust St.	Weeds	10/7/2014	\$ 387.50
1917 Buffalo Rd.	General Standards	9/2/2014	\$ 132.50
201 27 <sup>th</sup> St.	Weeds	8/4/2014	\$ 151.25
228 3 <sup>rd</sup> St.	Weeds, Remove Snow/Ice	10/9 & 11/18, 2014	\$ 218.75
230 7 <sup>th</sup> St.	Weeds	8/27/2014	\$ 207.50
405 9 <sup>th</sup> St.	Weeds	8/13 & 9/4, 2014	\$ 235.00
612 Grand Ave.	Weeds	10/9/2014	\$ 128.75
640 4 <sup>th</sup> St.	Weeds	11/13/2014	\$ 187.50
640 11 <sup>th</sup> St.	Weeds	10/10/2014	\$ 820.00
745 12 <sup>th</sup> St.	Weeds	7/25, 8/1, & 9/4, 2014	\$ 517.50
Corrected Michael's Landing Plat 1 Outlot C	Weeds	10/3/2014	\$ 445.00

**RECOMMENDATION:** Adoption of a Resolution directing that all costs be certified to the respective County Treasurer for collection.

**Lead Staff Member:** Kristi Garland, Accountant *KG*

**STAFF REVIEWS**

Department Director	Tim Stiles, Finance Director <i>TS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION**

WHEREAS, West Des Moines City staff have previously determined that the premises described on the attached assessment schedule, 2015-01 Polk County and D2015-01 Dallas County nuisance abatements:

Parcel # 320/03605-001-000	E 70F & BEG 70F W OF SE COR THN W 11F NE 131.25F TO A PT ON N LN 76.83F WLY OF NE COR S 130.65F TO POB LOT 41 NUTTALL ACRES
Parcel # 320/04949-089-000	Lt 27 Woodland Heights Plat 5
Parcel # 320/03675-000-000	Lot 57 Nuttall Acres Plat 2
Parcel # 320/02716-000-000	Lot 104 Golf & Country Club Plat 9
Parcel # 320/03026-646-000	Lot 26 Meadow Point Plat 2
Parcel # 320/04408-000-000	Lot 2 Blk 12 Valley Junction
Parcel # 320/04314-000-000	Lot 2 Blk 8 Valley Junction
Parcel # 320/03698-000-000	Lot 16 Nuttalls Add to Valley Junction
Parcel # 320/04908-000-000	Lot 20 West Des Moines Heights
Parcel # 320/03418-000-000	Lot 2 Murrows 2nd Add to Valley Junction
Parcel # 320/01239-000-000	Lot 71 Colonial Heights Plat 2
Parcel # 320/03859-000-000	Lot 1 Penrod Place
Parcel # 690/16-15-401-001	Corrected Michael's Landing Plat 1 Outlot C

were declared to be a public nuisance; and

WHEREAS, law requires said owners to comply with the abatement of a nuisance or the City of West Des Moines, Iowa is authorized and directed that such public nuisance be abated by said City at the expense of the owners; and

WHEREAS, the City of West Des Moines, Iowa, had to arrange for abatement of the nuisance; and

WHEREAS, the cost to the City of West Des Moines of abating the nuisance was:

1110 Walnut St.	\$ 117.50
1249 29 <sup>th</sup> St.	\$ 205.00
1320 Locust St.	\$ 387.50
1917 Buffalo Rd.	\$ 132.50
201 27 <sup>th</sup> St.	\$ 151.25
228 3 <sup>rd</sup> St.	\$ 218.75
230 7 <sup>th</sup> St.	\$ 207.50
405 9 <sup>th</sup> St.	\$ 235.00
612 Grand Ave.	\$ 128.75
640 4 <sup>th</sup> St.	\$ 187.50
640 11 <sup>th</sup> St.	\$ 820.00
745 12 <sup>th</sup> St.	\$ 517.50
Corrected Michael's Landing Plat 1 Outlot C	\$ 445.00
<b>TOTAL</b>	<b><u>\$ 3,753.75</u></b>

and

WHEREAS, pursuant to the provisions of City ordinance and Chapter 384 of the Code of Iowa, the cost of removal and abatement of said nuisance may be made at the expense of the owners of premises;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the Director of Finance is directed to certify a copy of this resolution and attached assessment schedule to the respective County Treasurer who shall enter said costs upon the tax books as cost for removing and abating the public nuisance with said costs to be collected as provided by Iowa law.

PASSED AND APPROVED 12<sup>th</sup> day of January 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES

SPECIAL ASSESSMENT PAY SHEET

ASSESSMENT FOR:  
 SCHEDULE NUMBER:  
 ACCEPTANCE DATE:

Nuisance Abatement  
 2015-01  
 January 12, 2015

DISTRICT/PARCEL NO. 320/03605-001-000  
 PROPERTY OWNER(S) Zachary A. Dawson  
 3701 Center St.  
 Des Moines, Ia 50312  
 CERT. NO. 1950400  
 ASSESSED AMOUNT 117.50  
 PAY NO. 1  
 PRINCIPAL 117.50  
 INTEREST 9.33  
 TOTAL 126.83  
 INCURRED DATE 9/10/2014

LEGAL DESCRIPTION  
 E 70F & BEG 70F W OF SE COR THN W 11F  
 NE 131.25F TO A PT ON N LN 76.83F WLY OF  
 NE COR S 130.65F TO POB LOT 41 NUTTALL  
 ACRES

STREET ADDRESS  
 1110 WALNUT ST

DISTRICT/PARCEL NO. 320/04949-089-000  
 PROPERTY OWNER(S) Janice G. McQueen  
 1249 29th St  
 West Des Moines, IA 50266  
 CERT. NO. 1950500  
 ASSESSED AMOUNT 205.00  
 PAY NO. 1  
 PRINCIPAL 205.00  
 INTEREST 16.28  
 TOTAL 221.28  
 INCURRED DATE 9/26/2014

LEGAL DESCRIPTION  
 LT 27 Woodland Heights Plat 5

STREET ADDRESS  
 1249 29th St.

DISTRICT/PARCEL NO. 320/03675-000-000  
 PROPERTY OWNER(S) Elizabeth Salcido  
 1320 Locust St.  
 West Des Moines, IA 50265  
 CERT. NO. 1950800  
 ASSESSED AMOUNT 387.50  
 PAY NO. 1  
 PRINCIPAL 387.50  
 INTEREST 30.77  
 TOTAL 418.27  
 INCURRED DATE 10/7/2014

LEGAL DESCRIPTION  
 Lot 57 Nuttall Acres Plat 2

STREET ADDRESS  
 1320 Locust St.

ASSESSMENT FOR:  
 SCHEDULE NUMBER:  
 ACCEPTANCE DATE:

Nuisance Abatement  
 2015-01  
 January 12, 2015

DISTRICT/PARCEL NO. 320/02716-000-000  
 LEGAL DESCRIPTION LOT 104 GOLF & COUNTRY CLUB PLAT 9  
 STREET ADDRESS 1917 BUFFALO RD.  
 PROPERTY OWNER(S) Coldwell Banker  
 Sheila C. Hansen  
 1806 17th St. NW  
 Washington, DC 20009  
 CERT. NO. 1950700  
 ASSESSED AMOUNT 132.50  
 PAY NO. 1  
 PRINCIPAL 132.50  
 INTEREST 10.52  
 TOTAL 143.02  
 INCURRED DATE 9/2/2014

DISTRICT/PARCEL NO. 320/03026-646-000  
 LEGAL DESCRIPTION Lot 26 Meadow Point Plat 2  
 STREET ADDRESS 201 27th St.  
 PROPERTY OWNER(S) Darrell Cochran Jr.  
 201 27th St.  
 West Des Moines, IA 50265  
 CERT. NO. 1950800  
 ASSESSED AMOUNT 151.25  
 PAY NO. 1  
 PRINCIPAL 151.25  
 INTEREST 12.01  
 TOTAL 163.26  
 INCURRED DATE 8/4/2014

DISTRICT/PARCEL NO. 320/04408-000-000  
 LEGAL DESCRIPTION Lot 2 Blk 12 Valley Junction  
 STREET ADDRESS 228 3rd St.  
 PROPERTY OWNER(S) James R. Bourma  
 4714 Meadow Valley Dr.  
 West Des Moines, IA 50265  
 CERT. NO. 1950900  
 ASSESSED AMOUNT 218.75  
 PAY NO. 1  
 PRINCIPAL 218.75  
 INTEREST 17.37  
 TOTAL 236.12  
 INCURRED DATE 10/9 & 11/18, 2014

ASSESSMENT FOR:  
 SCHEDULE NUMBER:  
 ACCEPTANCE DATE:

Nuisance Abatement  
 2015-01  
 January 12, 2015

DISTRICT/PARCEL NO. 320/04314-000-000  
 PROPERTY OWNER(S) Samann LC  
 4725 Mehe Hay Rd, Ste 200  
 Des Moines, IA 50322  
 LEGAL DESCRIPTION Lot 2 Blk 8 Valley Junction  
 STREET ADDRESS 230 7th St.

CERT. NO.	ASSESSED AMOUNT	PAY NO.	PRINCIPAL	INTEREST	TOTAL	INCURRED DATE
1951000	207.50	1	207.50	16.48	223.98	8/27/2014

DISTRICT/PARCEL NO. 320/03698-000-000  
 PROPERTY OWNER(S) Kathryn A. Duran  
 622 4th St.  
 Colo, IA 50056  
 LEGAL DESCRIPTION Lot 16 Nuttalls Add to Valley Junction  
 STREET ADDRESS 405 9th St.

CERT. NO.	ASSESSED AMOUNT	PAY NO.	PRINCIPAL	INTEREST	TOTAL	INCURRED DATE
1951100	235.00	1	235.00	18.66	253.66	8/13 & 9/4, 2014

DISTRICT/PARCEL NO. 320/04908-000-000  
 PROPERTY OWNER(S) Mary E. Rose  
 612 Grand Ave.  
 West Des Moines, IA 50265  
 LEGAL DESCRIPTION Lot 20 West Des Moines Heights  
 STREET ADDRESS 612 Grand Ave

CERT. NO.	ASSESSED AMOUNT	PAY NO.	PRINCIPAL	INTEREST	TOTAL	INCURRED DATE
1951200	128.75	1	128.75	10.22	138.97	10/9/2014

ASSESSMENT FOR:  
 SCHEDULE NUMBER:  
 ACCEPTANCE DATE:

Nuisance Abatement  
 2015-01  
 January 12, 2015

DISTRICT/PARCEL NO.  
 320/03418-000-000

PROPERTY OWNER(S)  
 Timothy Trevelyan  
 640 4th St.  
 West Des Moines, IA 50265

LEGAL DESCRIPTION  
 Lot 2 Murrows 2nd Add to Valley Junction

STREET ADDRESS  
 640 4th St.

CERT. NO.	ASSESSED AMOUNT	PAY NO.	PRINCIPAL	INTEREST	TOTAL	INCURRED DATE
1951300	187.50	1	187.50	14.89	202.39	11/13/2014

DISTRICT/PARCEL NO.  
 320/01239-000-000

PROPERTY OWNER(S)  
 Dennis Ridgway  
 640 11th St.  
 West Des Moines, IA 50265

LEGAL DESCRIPTION  
 Lot 71 Colonial Heights Plat 2

STREET ADDRESS  
 640 11th St.

CERT. NO.	ASSESSED AMOUNT	PAY NO.	PRINCIPAL	INTEREST	TOTAL	INCURRED DATE
1951400	820.00	1	820.00	65.11	885.11	10/10/2014

DISTRICT/PARCEL NO.  
 320/03859-000-000

PROPERTY OWNER(S)  
 Todd P. Smith  
 745 12th St.  
 West Des Moines, IA 50265

LEGAL DESCRIPTION  
 Lot 1 Perrod Place

STREET ADDRESS  
 745 12th St.

CERT. NO.	ASSESSED AMOUNT	PAY NO.	PRINCIPAL	INTEREST	TOTAL	INCURRED DATE
1951500	517.50	1	517.50	41.09	558.59	7/25, 8/1, & 9/4, 2014

**CITY OF WEST DES MOINES**

**SPECIAL ASSESSMENT PAY SHEET**

**ASSESSMENT FOR:**  
**SCHEDULE NUMBER:**  
**ASSESSMENT DATE:**

**Nuisance Abatement**  
**D2015-01**  
**January 12, 2015**

**Dallas Cty Administrative Fee Not Included**

<b>DISTRICT/PARCEL NO.</b>	<b>PROPERTY OWNER(S)</b>	<b>CERT. NO.</b>	<b>ASSESSED AMOUNT</b>	<b>INCURRED DATE</b>
690/16-15-401-001	Woodland Hills Commercial LLC 5125 County Road 101, Ste 100 Minnetonka, MN 55345	1852	445.00	10/3/14

**LEGAL DESCRIPTION**  
Corrected Michael's Landing Plat 1 Outlet C

**STREET ADDRESS**  
None



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

**4(f)**

**ITEM:** Adoption of Policy - Hotel / Motel Tax Funding  
For Community and External Organizations

**DATE:** January 12, 2015

**FINANCIAL IMPACT:** Adoption of the policy will have no direct financial impact. The City projects approximately \$3,150,000 in Hotel / Motel Tax Revenues will be received during FY 14-15 and has budgeted approximately the same level of expenditures (distributions) from the fund.

**BACKGROUND:** Under State of Iowa law, the City is entitled to collect a tax of up to 7% of qualifying lodging-related revenue generated within its boundaries. Voters in the City have approved the maximum tax allowed by the State.

Under State law, the City is required to spend at least 50% of this revenue for recreation, convention, cultural, or entertainment facilities. The balance may be credited to the general fund and spent on any type of operations. The City has existing 28E Agreements with the Greater Des Moines Convention and Visitors Bureau, Bravo Des Moines, and the Iowa Events Center which combined require 4/7 of all Hotel / Motel revenue to be paid to those organizations. This satisfied the 50% test referred to above.

Some of the remaining Hotel / Motel Tax funds has traditionally been allocated each year to fund internal efforts such as a public arts program, the 4<sup>th</sup> of July celebration, and numerous other events and operations. The balance of funding is normally allocated at Council's discretion to local non-profit organizations which have requested funding.

The adoption of this policy will serve to define organizations which are qualified to receive discretionary funding as well as outline the process by which a distribution of funds can be requested and approved.

**OUTSTANDING ISSUES (if any):** None.

**RECOMMENDATION:** Approve the Resolution and adopt the Policy.

**Lead Staff Member:** Tim Stiles, Finance Director *TWS*

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Finance & Administration		
Date Reviewed	December 17, 2014		
Recommendation	<u>Yes</u>	No	Split

## RESOLUTION

WHEREAS, the Finance Director and the City Council's Finance & Administration Subcommittee have recommended a Policy needed to more accurately define the process and method of applying for and distributing discretionary Hotel / Motel Tax funding, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES that the recommendation of staff and the City Council Finance & Administration Subcommittee is hereby approved and that the policy will be enacted and staff is directed to undertake steps necessary to fulfill the goals and requirements outlined in the policy.

PASSED AND APPROVED this 12th day of January 2015.

---

Steven K. Gaer, Mayor

ATTEST:

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Ryan Jacobson, City Clerk

**City of West Des Moines**  
**City Policy Regarding Hotel/Motel Tax Funding for Community and**  
**External Organizations**

Draft - to be adopted January 12, 2015

**1. OVERVIEW**

The City Council will considers funding requests from community and external organizations (“Organizations”) as it develops the City’s annual operating budget for the following fiscal year. Funding for these organizations is allowable under guidelines established for collection of Hotel/Motel taxes. The City’s budget is generally must be certified by each March 15<sup>th</sup> for the fiscal year beginning July 1<sup>st</sup>.

For Hotel/Motel Tax funding to be considered, the Organization must meet one of the following criteria:

- A. Organization must submit a request using the City’s Funding Request Form, as prescribed by this policy, and include all requested information outlined in the next section, by the deadline indicated on the funding request form, OR
- B. Be part of a 28E intergovernmental agreement with the City’s which obligates a contribution to the Organization (these entities will not need to complete the Funding Request Form each year).

**2. DOCUMENTATION REQUIREMENTS**

All Organizations qualifying under criteria (a) above must submit each of the following, along with a completed Request for Hotel/Motel Tax Funding form:

- A. Balance sheet/statement of cash position as of the most recently ended month available.
- B. Income statement/statement of cash flow for the most recently completed fiscal year or calendar year.
- C. For applicants that have received City funding in the immediate prior year, a full accounting of use of prior year funds contributed by the City is required.

In addition, the City may request additional information for clarification or review.

### 3. HOTEL/MOTEL TAX FUND GUIDELINES

The Hotel/Motel tax is a locally imposed lodging tax that is collected by the State from within the corporate boundaries of the City and remitted to the City on a quarterly basis. Iowa law (423A.4) currently limits a City to a Hotel/Motel tax rate not to exceed 7%. Voters in the City of West Des Moines have approved the maximum tax allowed by the State.

Once funds are received from the State, the City credits a portion of the derived tax revenue to the Hotel/Motel Fund and a portion to the General Fund according to the basic formula outlined below, and specifically defined in Section 5. The basic spending restriction formula is as follows:

- A. Under State law (Chapter 423A), of the Hotel/Motel tax revenue remitted to the City, at least 50% must be spent for recreation, convention, cultural, or entertainment facilities. This includes:
  - 1) Acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining related facilities, including parking lots at the facilities; OR
  - 2) Paying principal and interest on bonded debt for recreation, convention, cultural, or entertainment facilities; OR
  - 3) Promotion and encouragement of tourism and convention business in the City and surrounding areas.
- B. Under State law (Chapter 423A), the remaining derived Hotel/Motel tax revenue is credited to the General Fund of the City. The City may spend the derived Hotel/Motel revenue for any of its operations authorized by law within statutory limitations of City revenue derived from ad valorem taxes (property taxes).

State law (Chapter 423A) does not define a "qualified" Organization, however for purposes of the Hotel/Motel Fund revenue funding requests, the City will define a "qualified" Organization as follows:

- A. The Organization is designated as an exempt/non-profit entity under the Internal Revenue Code or is an agency of a local government. Consideration may be given to an organization using a fiscal sponsor but will not be funded after three years in this status and must be a certified non-profit by the fourth year, OR
- B. The City has a formal 28E agreement in place that obligates funding.

Further, a “qualified” Organization’s request will be considered for funding from Hotel/Motel tax revenue, if the activities or proposed project for the fiscal year meets the intent of State law for use of the Hotel/Motel revenue. The intent is to support items that will bring in additional Hotel/Motel taxes through additional lodging in West Des Moines or the surrounding area(s).

This intent includes the Organization’s operating purpose, or specific item requested for funding benefits recreation, convention, cultural, or entertainment facilities in West Des Moines and the Greater Des Moines area, or results in or promotes tourism or convention activities, either indirectly or directly.

While not a requirement, it is hoped that the Organization’s request could fund either:

- A. **Capital-related Items** for purchase of assets – land, buildings, motor equipment, furniture, equipment, computers, etc. with a useful life of more than one year, OR
- B. **Special Projects** to support operations or supplies needed to complete a specific non-routine project, OR
- C. **Special Events** intended to support a specific local event or a metro-wide event that generates lodging in West Des Moines or the surrounding area(s).

During the application process, organizations will be asked to provide details such as these categories in order for the City to track award history and its impact on the community.

All applicants, and in particular any applicant which intends to use funding for on-going operations, should be aware that an **award of funding to an organization does not guarantee or imply future (ongoing) funding is ensured or guaranteed.**

#### 4. FUNDING FORMULAS

The amount of funding available for distribution to qualified Organizations is contingent on the City Council first fulfilling its legal obligations under previously-executed 28E Agreements for use of Hotel/Motel proceeds.

The City has executed several 28E Agreements which obligate the City to contribute Hotel/Motel funding before funding other agencies. Those Agencies having a 28E Agreement with the City are not required to complete the City’s Funding Request Form described above. Generally these 28E Agreements are established either as a flat dollar contribution, or in 1/7 increments of the Hotel Motel tax. The City’s current 28E Agreements are:

**A. Greater Des Moines Convention and Visitors Bureau**

This is a perpetual agreement to award 2/7 of total Hotel/Motel receipts.

**B. Bravo Greater Des Moines, Inc.**

This is a perpetual agreement to award 2/7 of total Hotel/Motel receipts. A deduction from the Bravo 2/7 has been for the Iowa Events Center.

**C. The Iowa Events Center**

A 28E Agreement was created in 2002, amended in 2005, and will end June 30, 2019. The amended commitment is for \$65,000 per year (\$1,300,000 total over 17 years); paid out quarterly.

The 50% spending requirement of the City for recreation, convention, cultural, or entertainment facilities related to Hotel-Motel tax (Chapter 423A) is met by the combined 2/7 of the above 28E agreements.

**5. FUNDING PRIORITIES**

This policy is designed to outline the qualification process for considering funding requests, but acknowledges that the Hotel/Motel revenue source is not unlimited and as such, there will likely not be enough funding to satisfy all requests. The City Council will likely not be able to fully fund all requests and reserves the right to fund some Organizations at a lower or higher amount than requested.

In order to help guide funding decisions, the City Council has developed the following priorities (from highest priority to lowest priority) to evaluate the funding requests received from Organizations:

- A. 28E legal obligations
- B. Special events/projects that directly bring in lodging stays to West Des Moines
- C. Capital-related projects with direct West Des Moines impact
- D. All other requests that do not have direct West Des Moines impact

**6. APPEAL PROVISIONS**

Under exceptional circumstances, if an entity misses the deadline for the submission of their application for funding, they may appeal to the City Manager for consideration of a late application. Any appeals will be forwarded to the City Council for review. Under no circumstances will a late application be considered if it is after the date of the City Council meeting when all applicants are required to give presentations.

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

**DATE:** January 12, 2015

**ITEM:** Resolution – Order Preparation of Plans and Specifications – Holiday Park Baseball Field Improvements – Phase 3

**FINANCIAL IMPACT:** Expense of \$49,200 including reimbursables estimated to be \$2,500 to be paid from funds to be budgeted in FY 15-16 in the Holiday Park C.I.P. account (6515.75.840.6.7910). There is a total proposed budget of \$570,000 for this project. Funds for the Phase 3 project are being requested as part of the Parks and Recreation Department’s FY 15-16 CIP budget request. In order to complete the design in a timely manner so that construction can begin this summer, it is necessary to approve the design contract in FY 14-15. With the approval of this resolution, the Council is approving the future addition of the contract amount to the FY 14-15 budget as part of Budget Amendment #2.

**BACKGROUND:** The Council is asked to approve an agreement with Jeffrey L. Bruce & Company, LLC (JBC) for design services for construction and bid document services for Phase 3 of the Holiday Park Baseball Field Improvement project. Phase 3 involves improvements to Fields #6 and #11 as shown on the attached plan. JBC was the consultant for Phases 1 and 2 and was selected for that project based on a Request for Proposals (RFP) process. Their work on the first phases of this multi-phase project was acceptable, so based on their performance and familiarity with the overall project, staff recommends that they be hired to design the next phase.



The scope of services for Phase 3 includes a Field Survey, Input Process, City Approval Process, Construction Documentation, Bidding and Negotiation Phase, and Construction Administration. Further details on the scope can be found in the attached proposal letter from JBC dated December 18, 2014 that is included as an attachment to the City’s standard agreement.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** Sally Ortgies

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
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 a request for funding for the following described public improvement:

**Holiday Park Baseball Field Improvements  
Phases 3**

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 Jeffrey L. Bruce & Company, LLC of West Des Moines, Iowa;

Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Jeffrey L. Bruce & Company, LLC 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 12<sup>th</sup> day of January, 2015.

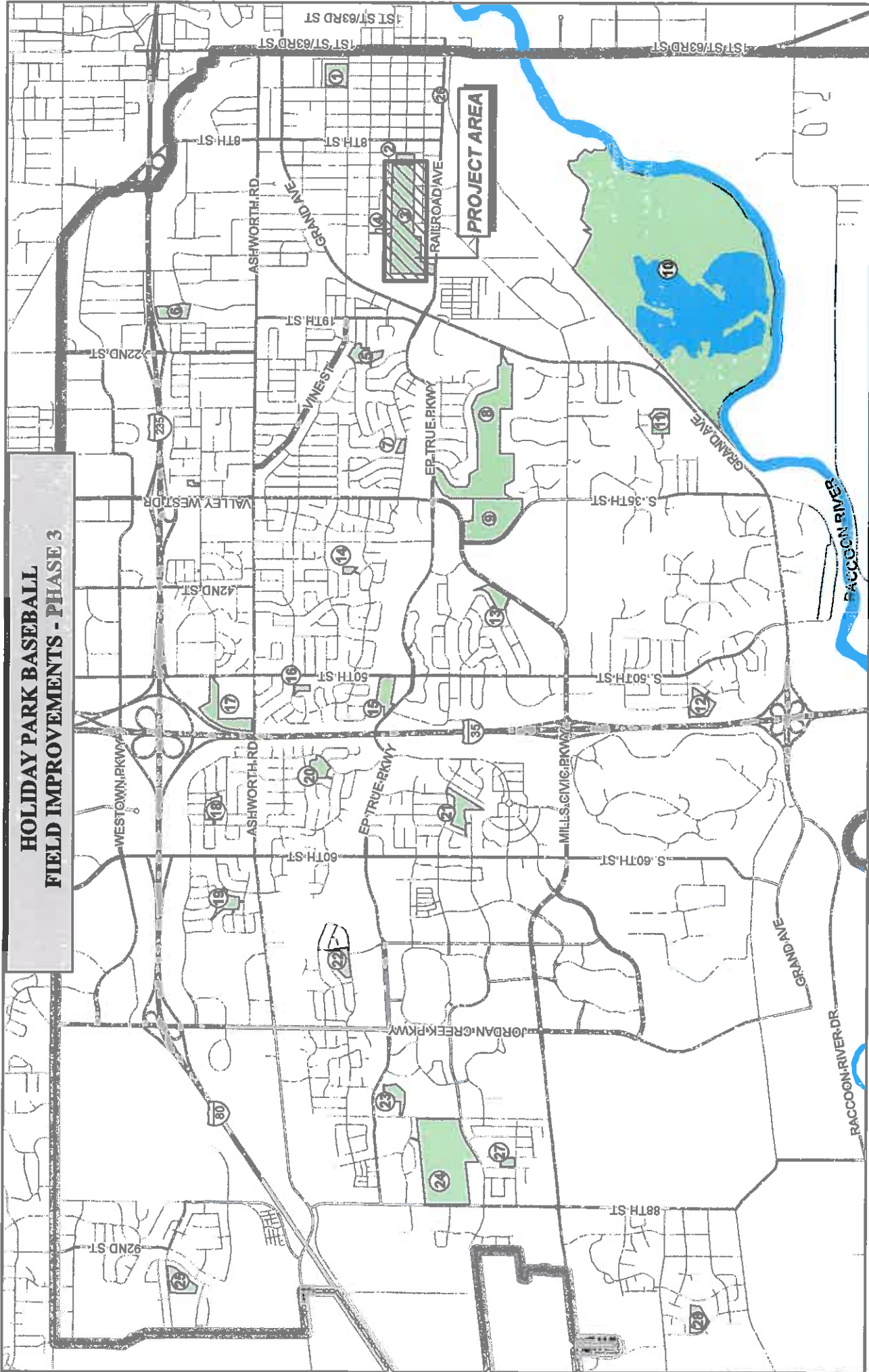
\_\_\_\_\_  
Steven K. Gaer, Mayor





ATTEST:

\_\_\_\_\_  
Jody E. Smith, City Clerk



# HOLIDAY PARK BASEBALL FIELD IMPROVEMENTS - PHASE 3



-  City Limit
-  Water Areas
-  City Parks
-  Streets

- |                     |                           |                         |                         |
|---------------------|---------------------------|-------------------------|-------------------------|
| 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 |

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 12th day of January, 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      \$49,200.00

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's 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 December 18, 2014

**ATTACHMENT 2**  
**PROJECT SCHEDULE**

Field Survey	January, 2015
Input Process	January - February, 2015
City Approval Process	February, 2015
Construction Documentation	March - April, 2015
Bidding	May, 2015
Construction Administration	July - September, 2015



**ATTACHMENT 3**  
**SCHEDULE OF FEES**

Included with cover letter dated December 18, 2014

Field Survey, Input Process, City Approval Process, Construction Documentation, Bidding, and Construction Administration	\$44,900.00
Additional Fees for New Backstop Design on Field #6	\$ 1,800.00
Estimated Reimbursable Expenses	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$49,200.00</b>



18 December 2014

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 III  
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.

Based on the original RFP, our discussions on site of December 4<sup>th</sup> and the information you provided to our office on December 10<sup>th</sup>, 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 III Youth Baseball Field Improvements at Holiday Park.

As we understand the scope of work for Phase III, 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 III at Holiday Park.

**SCOPE OF SERVICES**

**Field Survey**

- Perform and prepare a site topography survey for additional areas of Fields #6 and #11 in Holiday Park for Phase III which include which will include the following specific information:
  - Provide spot elevations on the playing field side and the spectator side of the backstop on both Fields #6 and #11. Please treat this as a Top of Wall (TW) and Bottom of Wall (BW) condition for the shots. These elevations and shots should take



place from behind the backstop and along the first and third base sides until the areas inside the playing field and outside the playing field are flush. Please assume that these shots will be taken approximately every 5' and at major turns or corners of the backstop/fencing.

- Provide spot elevations of every chainlink fencing post and backstop post around the entire playing field on both Fields #6 and #11. 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 Top of Curb (TC) and Bottom of Curb (BC) elevations for the south portion of the curb in the parking lot behind Field #6 and adjacent to Field #11. Please provide as many spot elevations as necessary to understand the grading in this area. Also there will need to be a proposed concrete pad that meets the TC elevations behind homeplate and along the 3rd base side of Field #11. Please provide spot elevations to ensure this is feasible.
  - Provide location information and spot elevations to understand the drainage characteristics of the concrete flume or drainage channel on the north side of the parking lot north of Field #6.
  - Provide spot elevations and locations of the existing bases and apex of homeplate for both fields.
  - Provide the location of the drip lines for the trees (2 beyond left field and 2 to the west of the backstop). Ash trees around the fields are intended to be cut down as part of City of WDM agenda. Please provide spot elevations along the drip line determination of these trees to ensure that grading revisions meet the existing grades at the driplines.
  - Provide spot elevations of every chainlink fencing post around the batting cages on the 3rd base side of Field #6. Batting cages posts are to remain but improvements may need these elevations to tie into proposed.
- 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.

- Prepare and review Entry Feature Concepts with City Staff to determine if Entry Feature is to be part of this Phase of the project. After presentation of concepts and JBC and direction provided with your office, JBC will prepare a Cost Opinion to determine the feasibility for design and construction of this feature. **(Any features beyond gates, columns, entry type arch, planting areas, etc..., should be considered above this scope. JBC will present a proposal to WDM for services that are determined to be beyond this scope.)**
- 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.
- 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.
- 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.

#### **City Approval Process**

- Provide and submit Preliminary Site Plan, Storm Water Management Plan and associated "Minor Modification" application for formal City approval. These documents will be prepared based on the requirements set forth by the City for a Preliminary Site Plan and the Minor Modification application process.
- Provide formal response to questions, additional information and written documentation as necessary for approval.

#### **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 60% 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.
- Provide agronomic athletic turf recommendations based on the existing playing field soil testing conducting during the Input Process concerning:
  - Sand: Particle Size Analysis
  - Organic Amendment Evaluation
  - Gravel Distribution Analysis
  - Physical Evaluation of Rootzone Mixes
  - Sod: Fertility and tissue testing
  - Sod: Growing Medium Particle size Analysis
- Prepare playing field system drawings including plans and details showing the following:
  - Playing Fields Sub-Drainage System
  - Playing Field Growing Media and Turf systems
  - Skinned Infield/Warning Track materials
  - Fencing Modifications
  - Sports Specialty Items – Batting Cages, netting, foul poles, portable mounds, pitching plates, homeplate and bases, portable mounds, etc...
  - Minor Electrical Improvements – Convenience Outlets, Communication to Scoreboards
  - Dugout layout and designs
  - Hardscape Sidewalks and Bleacher Pad areas
  - ADA stalls added to the Parking Lot adjacent to Field #11
  - Renovation of Existing Batting Cages adjacent to Field #6
  - Other pertinent design information relating to playing field design
- Prepare playing field irrigation construction drawings to tie into the irrigation system components installed as part of Phase I and II, including piping diagrams showing pipe sizing and point to point pipe routing, sprinkler heads, lines, valves, controllers, control systems, sensors, station volume, soil system sections, sub-drainage system, turf systems 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:
  - Playing Field Irrigation
  - Playing Field Grading & Construction
  - Playing Field Sub-Drainage System
  - Playing Field Turf and Sodding
  - Playing Field Fencing
  - Playing Field Dugout Specifications based on construction type
  - Playing Field Electrical Work

- Non-Playing Field Landscaping
- Cast-in-Place Concrete for Walkways and Bleacher Pads
- 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 and one (1) Bid Opening 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 six (6) 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
  - Observation of playing field construction components and irrigation piping and delivery equipment installation
  - Monitor the construction of the playing fields and associated items
  - Installation of Sod
  - Preliminary Punch Site Visit
  - Final Punch Visit
- Evaluate completion of playing field 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 four- (4) office visits during the design phase and a minimum of six (6) 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**

- 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 as a **Phased Fixed Fee of Forty Four Thousand Nine Hundred dollars (\$44,900.00)**. This proposal assumes an approximate Phase III budget of \$570,000 as stated in the original RFP.

#### **Bid Documents Construction Administration for Phase III Improvements**

Additional Field Survey Information (Fields #6 & #11)	\$ 2,120.00
Input Process	\$ 3,690.00
City Approval Process	\$ 2,480.00
Construction Documents Preparation	\$ 12,660.00
Bidding*	\$ 3,240.00
<u>Construction Administration</u>	<u>\$ 20,710.00</u>
<b>Total</b>	<b>\$ 44,900.00</b>

(\*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.)

#### **Additional Fees for New Backstop Design on Field #6**



Provide design and documentation of a New Backstop for Field #6 if existing backstop is found to be not suitable for use.

**\$1,800.00**

**Estimated Reimbursable Expenses**

Travel Costs, Printing (not including documents for bidding)

**\$2,500.00**

- 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.
  - The Per Diem amount to be billed as a reimbursable expense for this project 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 2015
  - Principal \$145.00/hr.
  - Senior Project Manager \$100.00/hr.
  - Project Landscape Architect \$ 80.00/hr.
  - Associate Landscape Architect \$ 70.00/hr.
  - Administrative \$ 50.00/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**

- Provided timely reviews and approvals, JBC assumed the production of construction documents could be completed per the schedule provided in the RFP but based on the actual notice to proceed.

## 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.

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**

**ITEM:**

**DATE: January 12, 2015**

Resolution - Ordering Construction  
Grand Avenue Tree Cutting

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Grand Avenue Tree Cutting Project is \$210,000.00. All costs will be paid from City funds. Payments will be made from budgeted account no. 4280.75.820.6.7910 with the ultimate funding intended to come from General Obligation bonds.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, January 21, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, January 26, 2015. The contract would be awarded on Monday, January 26, 2015, and work will begin shortly thereafter.

The project is scheduled to be completed by March 20, 2015.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Grand Avenue Tree Cutting Project.
- Fixing 2:00 p.m. on Wednesday, January 21, 2015, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

**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 <i>duw</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2014		
Recommendation	Yes	No	Split

**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Directing  
Advertisement for Bids**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,**  
that the following described public improvement:

**Grand Avenue Tree Cutting  
Project No. 0510-010-2015**

is hereby ordered to be constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of the City Clerk.

**BE IT FURTHER RESOLVED,** that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of the City Clerk for public inspection.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, January 26, 2015, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, January 21, 2015.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, January 21, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, January 26, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED 12th day of January, 2015.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

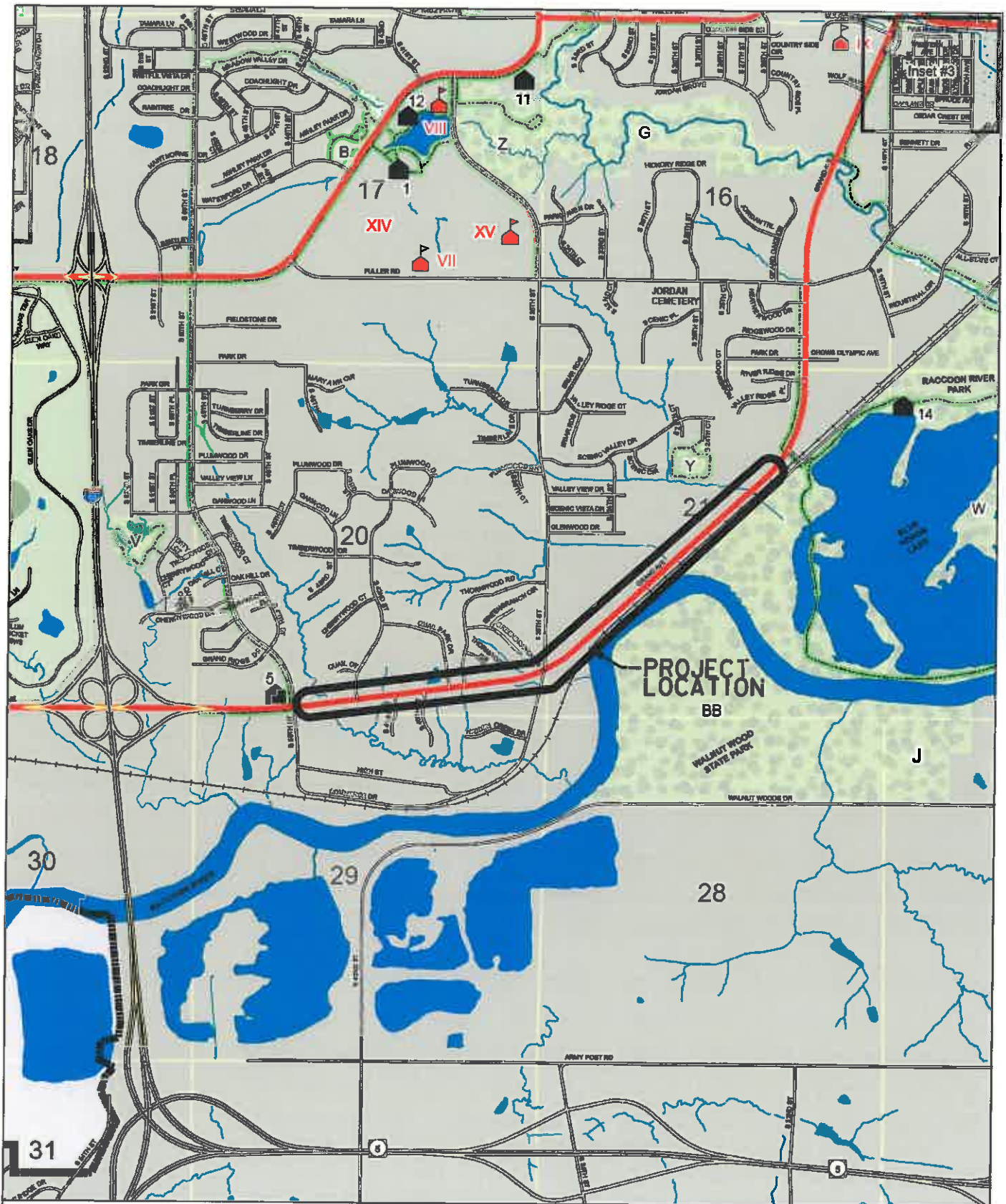
ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**OPINION OF PROBABLE CONSTRUCTION COST  
GRAND AVENUE TREE CUTTING  
Project No. 0510-010-2015**

January 2015

ITEM NO.	ITEM	UNIT	UNIT PRICE	CITY COSTS	
				ESTIMATED QUANTITY	TOTAL
<b>1. GENERAL</b>					
1.1	CONSTRUCTION SURVEY	LS	\$ 10,000.00	1	\$ 10,000.00
1.2	CONSTRUCTION FENCE	LF	\$ 15.00	300	\$ 4,500.00
1.3	TRAFFIC CONTROL	LS	\$ 15,500.00	1	\$ 15,500.00
<b>2. EARTHWORK</b>					
2.1	CLEARING	LS	\$ 180,000.00	1	\$ 180,000.00
<b>3. TRENCH, BACKFILL, &amp; TUNNELING</b>					
3.1	NOT USED				
<b>4. SEWERS &amp; DRAINS</b>					
4.1	NOT USED				
<b>5. WATER MAINS &amp; APPURTENANCES</b>					
5.1	NOT USED				
<b>6. STRUCTURES FOR SANITARY &amp; STORM</b>					
6.1	NOT USED				
<b>7. STREETS &amp; RELATED WORK</b>					
7.1	NOT USED				
<b>8. TRAFFIC SIGNALS</b>					
8.1	NOT USED				
<b>9. SITE WORK &amp; LANDSCAPING</b>					
9.1	NOT USED				
<b>Opinion of Probable Costs</b>					<b>210,000.00</b>



**GRAND AVENUE TREE CUTTING VICINITY MAP**  
**SOUTH 50TH STREET TO RACCOON RIVER PARK**  
**WEST DES MOINES, IOWA**  
**PROJECT NO. 0570-010-2015**



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

**4(i)1**

**ITEM:**

**DATE: January 12, 2015**

Resolution - Approving Professional Services Agreement  
Alluvion 1A2 Water Main Improvements  
HR Green

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$210,000.00. In addition, the cost for performing resident consultant services will not exceed \$70,000.00. City staff will not authorize the consultant to proceed with the construction inspection services portion of the Agreement until such time as a determination is made as to whether or not City inspection staff is available to perform the work.

Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 4268.77.820.6.7910 with the funding intended to come from TIF revenues. The West Des Moines Water Works will ultimately reimburse the City for the cost of the improvements.

**BACKGROUND:**

Approval of this action authorizes HR Green to perform the engineering services necessary for the Alluvion 1A2 Water Main Improvements. This project will complete the loop to the Alluvion site from the existing booster station.

The Engineering Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:  
- Resolution Approving Professional Services Agreement.

**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 Scieszinski, City Attorney
Agenda Acceptance	RTG

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split



**Resolution Approving Professional Services Agreement**

**WHEREAS**, funding is available for the following described public project:

**Alluvion 1A2 Water Main Improvements  
Project No. 0510-079-2014**

and,

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

**WHEREAS**, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by HR Green; and,

**WHEREAS**, the Engineering Services Department has obtained a written proposal from HR Green to do the work requested, which estimates the following cost to the City of West Des Moines;

<b>Basic Services of the Consultant</b>	<b>\$210,000.00</b>
<b>Resident Consultant Services</b>	<b><u>70,000.00</u></b>
<b>Total</b>	<b><u>\$280,000.00</u></b>

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that HR Green is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named public project.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with HR Green for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** this 12<sup>th</sup> day of **January, 2015**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**Alluvion 1A2 Water Improvements Project**  
**WDM Project No. 0510-079-2014**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR GREEN, INC., (Fed. I.D. #42-0927178), 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 NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$210,000.00
II. Resident Consultant Services	\$70,000.00

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: 4000 George M. Mills Civic Parkway  
P.O. Box 65320  
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: HR Green, Inc.  
Attn: David J. Moermond, P.E.  
Address: 5525 Merle Hay Rd. Ste. 200  
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

### 15. INTERPRETATION

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

## 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.

**HR GREEN, INC.**

**CITY OF WEST DES MOINES**

BY: \_\_\_\_\_  
Name: David J. Moermond, P.E.  
Title: Vice President

BY: \_\_\_\_\_  
Name: Ryan T. Jacobson  
Title: City Clerk

**ATTACHMENT 1**  
**SCOPE OF SERVICES**  
**Alluvion 1A2 Water Improvements Project**  
**West Des Moines No. 0510-079-2014**

**1.0 Project Understanding**

The City intends to install a 16 inch water main along South 22<sup>nd</sup> Street and Army Post Road from the existing Booster Station on South 22<sup>nd</sup> Street to the future intersection of S. 8<sup>th</sup> Street and Army Post Road. Total water main length is approximately 9800 LF. It is anticipated that the proposed water main will be coordinated with the proposed improvements to S. 8<sup>th</sup> Street and the proposed Fiber Optic project along Army Post Road.

The scope of services to be performed by the HR Green, Inc. (Consultant) shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

- Provide plans for the water main extension and Project Manual.
- Provide bidding assistance.
- Provide limited Construction Phase services.

**2.0 Scope of Services (Basic Services)**

**2.1 Project Management**

The Consultant's project manager will be responsible for progress reporting, invoicing, and coordination with the City regarding project activities, meetings and deliverables. This task also includes development and execution of quality control plans. Such plans include scheduling of staff, review of progress, and senior review of deliverables.

**2.2 Surveying and Utility Services**

1. **Topographic/Utility Survey** - This item includes establishing and documenting horizontal and vertical control, LIDAR base mapping and limited topographic survey of the proposed water main route and surveying visible utilities within the project area. Iowa One-Call will be contacted to have utilities located prior to the survey.
2. **Property Boundary Research** – Parcel maps including property lines will be collected for the project area. It is anticipated that much of the proposed construction will stay within the existing Right-of-Way (R/W), with additional easements/ right-of-way being acquired where needed to complete the project.
3. **Record Drawing Research** – Public and private improvement record drawings will be researched and collected as applicable to the proposed project.
4. **Utility Research** – Utility research will be completed including franchise utilities, telephone companies and City utilities.
  - a. **Evaluate Potential Utility Conflicts** – Potential utility conflicts will be identified based on the information gathered in the research and data collection. This task also includes coordination with impacted utilities to develop an approach to resolving the conflicts identified.



### 2.3 Preliminary Design

1. **Prepare Preliminary Drawings** – This task includes preparation of drawings incorporating field surveys and additional design effort.
2. **Schedule and Budget** – This task includes the development of a schedule and Opinion of Probable Cost for the proposed construction.
3. **Field Exam** – This task includes a field review by the design team and City staff following the development of the preliminary plans. The accuracy and completeness of the documents shall be scrutinized in order to minimize the need for future modifications to the design. Any necessary modifications shall be included in the documents as part of the Final Design.
4. **Wetland Delineation** – Identify if any wetlands are within the project disturbance area. Prepare and submit a wetlands delineation report and permit, as necessary.

### 2.4 Acquisition Plats

Prepare acquisition plats and legal descriptions for property to be acquired for the project. The Consultant will perform land corner and lot surveys as needed for the preparation of the acquisition plats and legal descriptions for each parcel. Said plats and legal descriptions shall comply with the requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly registered land surveyor under the laws of the State of Iowa. For budgeting purposes four (4) plats have been included.

### 2.5 Final Design

1. **Prepare Drawings** – This item includes the design and drafting of project specific and standard details. A total of 28 sheets of drawings are anticipated. It also includes the addition of information and text to the drawings to address Quality Review and project walk through-identified concerns and to provide for complete location and dimension information. Connections include the connection to the existing Booster Station on S. 22<sup>nd</sup> Street and the proposed S. 8<sup>th</sup> Street extension.
2. **Prepare Specifications** – This task includes the refinement of the project manual to include information not previously available and to address Quality Review and project walk through-identified concerns. The Project Manual will be based on the City's standard front end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, SUDAS Technical Specifications, and West Des Moines Water Works modifications.
3. **IDNR Construction Permits** – Prepare and submit construction permit application documents to the IDNR for approval.
4. **Iowa DOT ROW Construction Permit** – Prepare and submit an Iowa DOT right-of-way construction permit.
5. **Storm Water Pollution Prevention Plan (SWPPP)** and associated erosion control plan shall be the responsibility of the Contractor.

## 2.6 Bidding

The scope of the tasks that follow are related to soliciting and evaluating bids, and awarding a contract for construction.

1. **Distribution of Bid Documents** – This activity includes the distribution and maintenance of the plan holders list for the bid documents.
2. **Preparation and Distribution of Addendum** – Respond to questions from prospective bidders during the advertisement period, and incorporate necessary modification to the bid documents through issuance of an addendum.
3. **Receive and Open Bids** – This task includes attendance at the Bid Opening. It is assumed that West Des Moines shall receive bids until the time indicated in the Notice of Hearing and Letting and at that time, will take the bids to the location indicated in the Notice of Hearing and Letting. The City's staff shall open, examine the bid security, examine the bid form and read the bids.
4. **Evaluate Bids and Develop Recommendations** – This task includes the preparation of the bid tabulation. A comparison of the low bid with the project budget shall be completed.

## 2.7 Construction Phase Services

The Construction Phase effort is expected to last 160 days from the Contractor's notice to proceed to final completion.

1. The Project Manager or Project Engineer shall attend a preconstruction meeting after award of a construction contract with the City, Contractor, subcontractors, utility companies, and other interested parties.
2. Project Manager or Project Engineer will attend construction progress meetings as needed.
3. During the period of construction, the Consultant shall make periodic visits to the site at various stages of construction. A total of 4 such site visits while construction is in progress are anticipated and budgeted. The purpose of these visits shall be to observe the site and work, to familiarize Consultant with the progress and quality of the work, and to determine for the City's benefit and protection if the work is proceeding in accordance with the intent of the contract documents and construction schedule. On the basis of their on-site observations as a Professional Engineer, the Consultant shall keep the City informed of the progress and quality of the work and shall use reasonable care to inform the City of defects and deficiencies in the Contractor's work and of the Contractor's failure to carry out the work in accordance with the intent of the construction documents and the construction schedule. Consultant shall not, during such visits supervise, direct or have control over the Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing his work. Accordingly, Consultant can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform their work in accordance with the contract documents. During such visits, Consultant may recommend rejection of Contractor's work while it is in progress if Consultant believes that such work will not produce a completed project that

conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the project as reflected in the contract documents.

#### **4. Construction Contract Administration.**

- a. Review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the project and conformance with the information given in the contract documents. Such review shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- b. Consult with City regarding the status of the work and partial payments based on the Contractor's progress. Such recommendations of payment will constitute a representation to City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the Consultant's knowledge, information and belief, quality of such work is generally in accordance with the contract documents. Consultant's review of the Contractor's work for the purpose of recommending payments shall not impose on Consultant the responsibility to supervise, direct or control such work. It shall also not impose responsibility of Consultant to make any examination to ascertain how or for what purposes the Contractor has used the monies paid on account of the contract price.
- c. Issue interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. Any substitutions shall first be approved by the City.
- d. Conduct site visit to determine if the work is substantially complete and a final visit to determine if the completed work is acceptable. Consultant may recommend, in writing, final payment to the Contractor and may give written notice to City and the Contractor that the work is acceptable.
- e. Prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and/or City to Consultant and which Consultant considers significant. Provide the City with one (1) 100 percent size paper copy, one 12"x18"mylar, and an electronic copy in PDF format of the record drawings.

### **3.0 Scope of Services (Resident Consultant)**

#### **3.1 Resident Observation**

Subject to separate authorization the Consultant will perform work under this task which will include frequent resident observation of the construction work for an anticipated 5 month construction period. The Engineer will determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Engineer's knowledge, information, and belief, quality of such work is generally in accordance with the Plans and Specifications. In the case of unit-price work, the Engineer's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant and preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project.

### **3.0 Deliverables**

The following deliverables as indicated in the above scope of services will be provided to during the course of this project:

1. 50%, 90% design review plans and 100% final, sealed plans and specifications with an opinion of probable construction cost at each submittal.
2. Addendum.
3. Record drawings.

### **4.0 Additional Services**

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1. Pot-holing of existing utilities for depth verification
2. Archeological, historical, and cultural resources investigations or reports
3. Reports of Liens, appraisals, review appraisals, negotiations, and closing services required for acquisition of rights in real estate.
4. Additional bid lettings beyond the one assumed in this scope
5. Construction Observation/ Resident Engineering Services beyond those described in the above scope including:
  - a. site visits to the construction site or to City's location in excess of the number of such trips outline above,
  - b. work damaged during construction,
  - c. additional effort associated with facilities damaged by the Contractor,
  - d. a significant amount of defective or neglected work by the Contractor,
  - e. acceleration of the progress schedule involving service beyond normal working hours,
  - f. default by any Contractor,
  - g. failure of the Contractor to complete the work within the construction contract,
6. Construction staking
7. Permit fees

**ATTACHMENT 2**  
**PROJECT SCHEDULE**

Alluvion 1A2 Water Improvements Project  
WDM Project No. 0510-079-2014

<b>I.</b>	<b>Basic Services of the Consultant</b>	<b>Schedule</b>
	Survey and Mapping	January 2015 – February 2015
	Preliminary Design	January 2015 – February 2015
	Final Design	March 2015
	Letting	April 2015
	Construction Administration	May 2015 – September 2015

<b>II.</b>	<b>Resident Engineering</b>	May 2015 – September 2015
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**ATTACHMENT 3**  
**SCHEDULE OF FEES**  
Alluvion 1A2 Water Improvements Project  
WDM Project No. 0510-079-2014



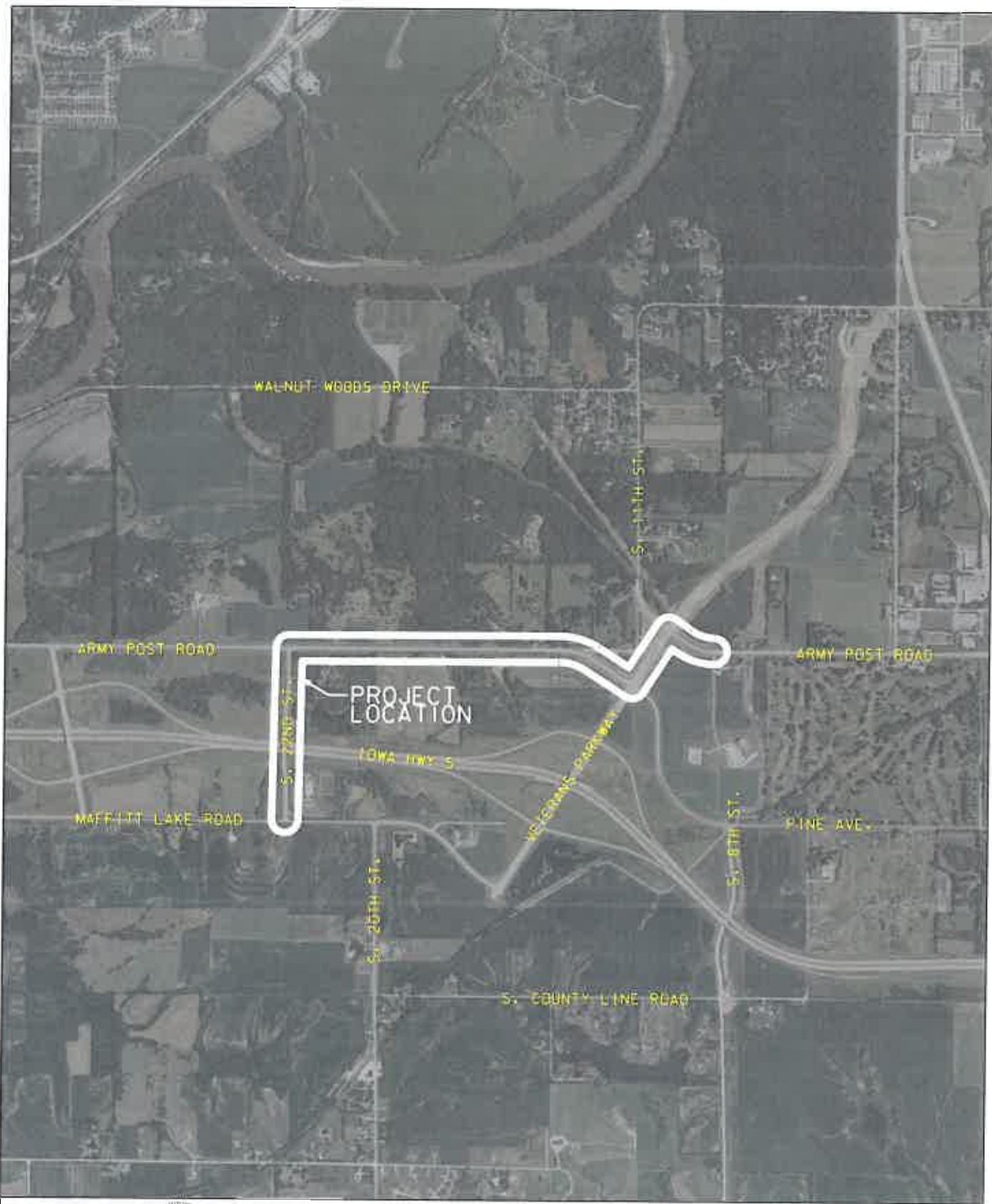
**HR GREEN, INC.**  
Billing Rate Schedule  
Effective January 1, 2015

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<b>Professional Services</b>	<b>Billing Rate</b>
Principal	\$210
Senior Professional	\$198
Professional	\$152
Junior Professional	\$100
Senior Technician	\$95
Technician	\$50
Senior Field Personnel	\$110
Field Personnel	\$100
One Person Survey Crew	\$130
Administrative	\$75
Administrative Coordinator	\$112

**Reimbursable Expenses**

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.



**ALLUVION 1A2 WATER IMPROVEMENTS PROJECT**  
**BOOSTER STATION TO S. 8TH STREET**  
**WEST DES MOINES, IOWA**  
**PROJECT NO. 0510-079-2014**



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

**4(i)2**

**ITEM:**

**DATE:** January 12, 2015

Resolution - Approving Professional Services Agreement  
Fox Creek Trunk Sewer Extension Phase 2  
Commercial Appraisers of Iowa, Inc.

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the appraisal services of this project is not anticipated to exceed \$8,900.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed using the established fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 5061.80.820.6.7920 with the ultimate funding intended to come from Sewer Fee Revenue. The City of West Des Moines may be reimbursed by the City of Waukee for a portion of the fees associated with these services.

**BACKGROUND:**

Approval of this action authorizes Commercial Appraisers of Iowa, Inc. to prepare appraisal documents for the Fox Creek Trunk Sewer Extension Phase 2 Project. This trunk sewer is part of the Grand Avenue West Sanitary Sewer Connection Fee District.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Professional Services Agreement.

**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 <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split



**Resolution Approving Professional Services Agreement**

**WHEREAS**, funding is available for the following described public project:

**Fox Creek Trunk Sewer Extension Phase 2  
Project No. 0510-005-2015**

and,

**WHEREAS**, to complete land acquisition for said project Appraisals need to be prepared; and,

**WHEREAS**, Engineering Services Department staff have recommended Appraisals be prepared by Commercial Appraisers of Iowa, Inc.; and,

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Commercial Appraisers of Iowa, Inc., to do the work requested, which estimates the following cost to the City of West Des Moines;

**Basic Services of the Consultant            \$8,900.00**

Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Commercial Appraisers of Iowa, Inc. is hereby directed to prepare Appraisals for the above named public project.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Commercial Appraisers of Iowa, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** this 12<sup>th</sup> day of **January, 2015**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and COMMERCIAL APPRAISERS OF IOWA, INC., (Fed. I.D. #42-1516283), 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 NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$8,900.00
II. Extended Services of the Consultant	\$250.00/hour plus expenses

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's 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: Commercial Appraisers of Iowa, Inc.  
Attn: Russ G. Manternach, MAI  
Address: 3737 Woodland Avenue, Suite 320  
City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of

salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 15. INTERPRETATION

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

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.

COMMERCIAL APPRAISERS OF IOWA, INC.

CITY OF WEST DES MOINES

BY: 

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

Russ G. Manternach

Ryan T. Jacobson, City Clerk

# ATTACHMENT 1

## SCOPE OF SERVICES

Each appraisal shall be prepared in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, in accordance with Part 24 of Title 49 of the Code of Federal Regulations. Each appraisal shall also be made in conformance to the guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Appraisal Institute's Code of Ethics. Jurisdictional Exception is taken if USPAP is in conflict with the Uniform Relocation Act.

Each appraisal shall include, at a minimum, the following items:

- Site inspection of property.
- Summary of salient data.
- Statement of assumptions and limiting conditions.
- Des Moines area and City data.
- Description of neighborhood.
- Aerial photograph of subject property and surrounding area.
- On-site photographs of subject property and appurtenances.
- Flood map.
- Description of parent tracts.
- Statement of highest and best use of property before proposed project.
- Description of rights to be acquired.
- Project map.
- Statement of effects of the acquisition.
- Determination of fair market value before and after proposed project (or value finding appraisals).
- Determination of just compensation due to proposed project.
- Certification of appraisal.



## ATTACHMENT 2

### PROJECT SCHEDULE

The time of completion of the appraisal services under this Agreement shall be no later than four (4) weeks from Notice to Proceed. With anticipated Notice to Proceed to be given on January 13, 2015, all appraisal services shall be complete no later than February 10, 2015.

**ATTACHMENT 3**  
**SCHEDULE OF FEES**

The appraisal services pertinent to the following parcels shall be completed for \$2,400.00 each:

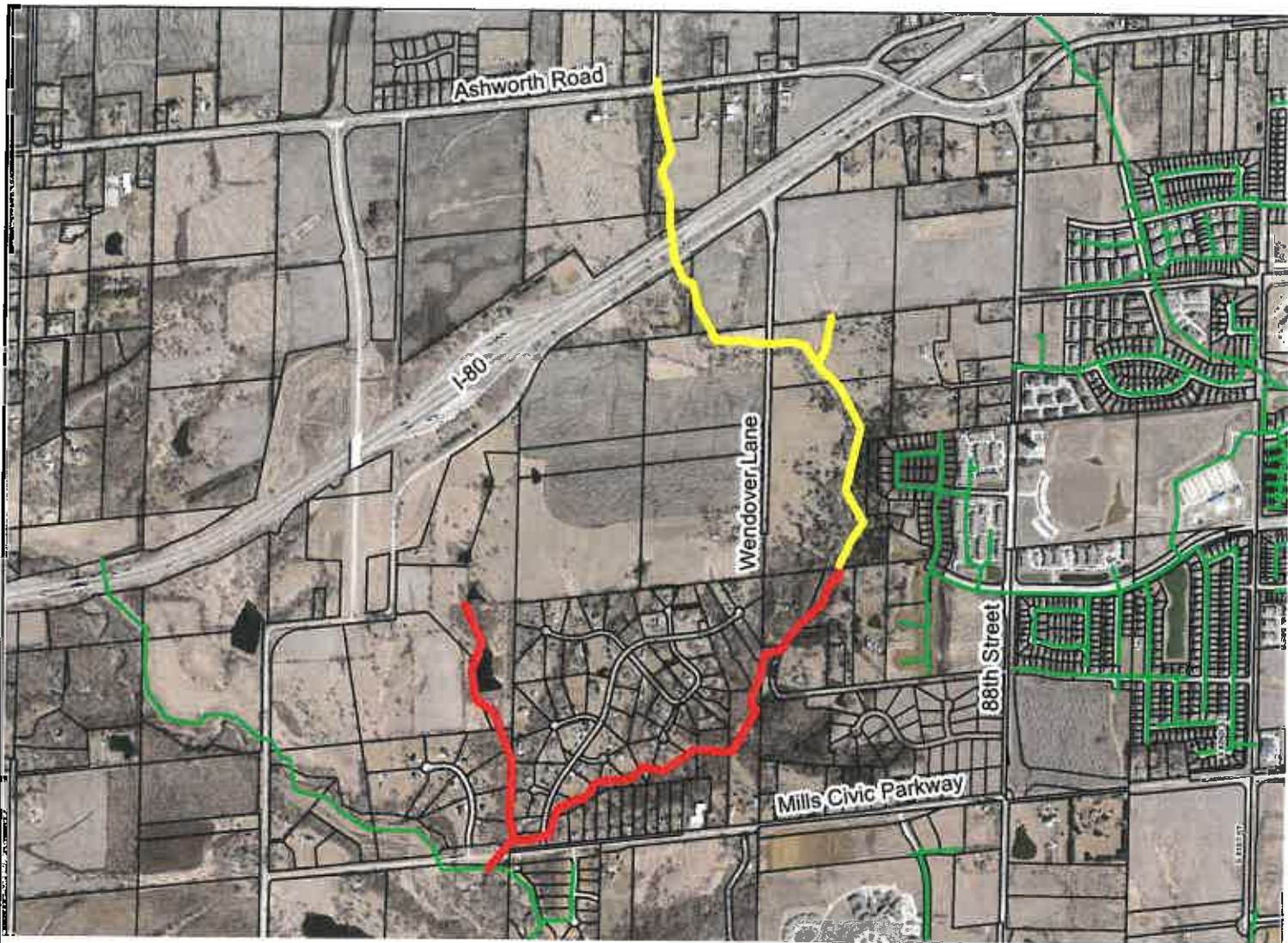
- Parcel 32 – Goodall
- Parcel 33 – Fuhrman
- Parcel 34 – Brown

The appraisal services pertinent to updating a previously compiled appraisal for the following parcels shall be completed for \$1,700.00 each:

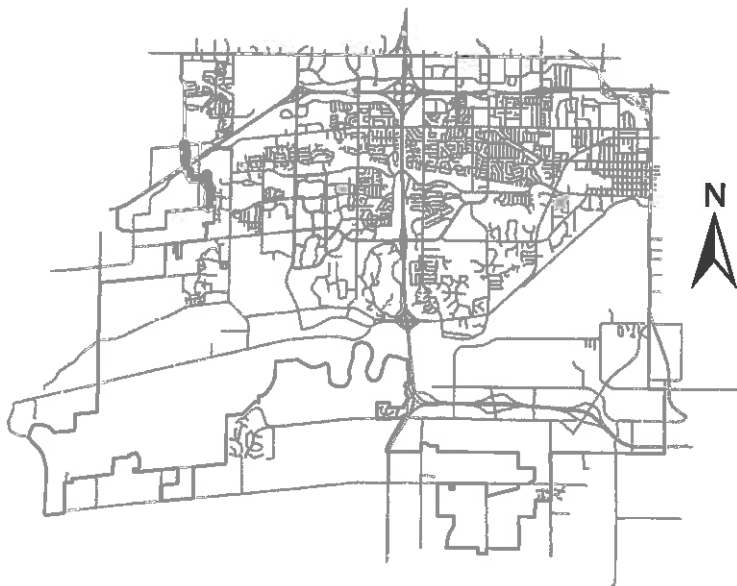
- Parcel 23 – Pavilion Park, LC

Total compensation for appraisal services shall not exceed \$8,900.00.

In the event additional services are needed for court testimony, or the like, during condemnation proceedings, the Consultant shall be compensated \$250.00 per hour plus expenses. Work must be authorized in advance.



**VICINITY MAP**



**LEGEND**

- PROJECT LOCATION
- FOX CREEK TRUNK SEWER EXTENSION
- FOX CREEK TRUNK SEWER
- EXISTING SEWER



**DEPARTMENT OF ENGINEERING SERVICES**  
 4200 MILLS CIVIC PARKWAY (515) 222-3820  
 WEST DES MOINES, IOWA 50265  
 FAX NO. (515)273-0802

PROJECT:	<b>Fox Creek Trunk Sewer Extension Project No. 0510-005-2015</b>		
LOCATION:	<b>Wendover Lane - South of I-80 to Ashworth Road</b>		
DRAWN BY:	JMS	DATE:	1/12/15
		SHT.	1 OF 1

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

**4(i)3**

**ITEM:**

**DATE: January 12, 2015**

Resolution - Approving Professional Services Agreement  
Barnes Heights Sanitary Sewer Collector Fee District  
Veenstra & Kimm, Inc.

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with this project is not anticipated to exceed \$5,500 for the creation of the fee district and \$13,400.00 for design services if authorized. In addition, the cost for performing resident consultant services if authorized will not exceed \$9,000.00. City staff will not authorize the consultant to proceed with the design or construction inspection services portion of the Agreement until such time as a determination is made as to whether or not to proceed with a construction project. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 8110.80.440.3.4500 with the ultimate funding intended to come from Sewer Revenue Fees.

**BACKGROUND:**

Approval of this action authorizes Veenstra and Kimm, Inc. to perform the engineering services necessary to create the Barnes Heights Sanitary Sewer Collector Fee District and design the project. The design and construction phases of the project will not proceed until a determination is made that a fee district will be established. The Public Works Council Committee has reviewed the resident survey information (attached) and is recommending that the City proceed with the development of the fee district utilizing a low pressure sewer system. Private pumps and service connections would be installed by individual homeowners when needed. When a hearing is held on the creation of the fee district later this spring, the Council will make the final decision on the creation of the district and the initiation of a construction project.

The Engineering Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split

**Resolution Approving Professional Services Agreement**

**WHEREAS**, funding is available for the following described public project:

**Barnes Heights Sanitary Sewer Collector Fee District  
Project No. 0305-009**

and,

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

**WHEREAS**, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Veenstra & Kimm, Inc.; and,

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Veenstra & Kimm, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines;

<b>Basic Services of the Consultant</b>	
<b>Task 1A</b>	<b>\$ 5,500.00</b>
<b>Task 1B</b>	<b>13,400.00</b>
<b>Resident Consultant Services</b>	<b><u>9,000.00</u></b>
<b>Total</b>	<b><u>\$27,900.00</u></b>

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Veenstra & Kimm, Inc. is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named public project.

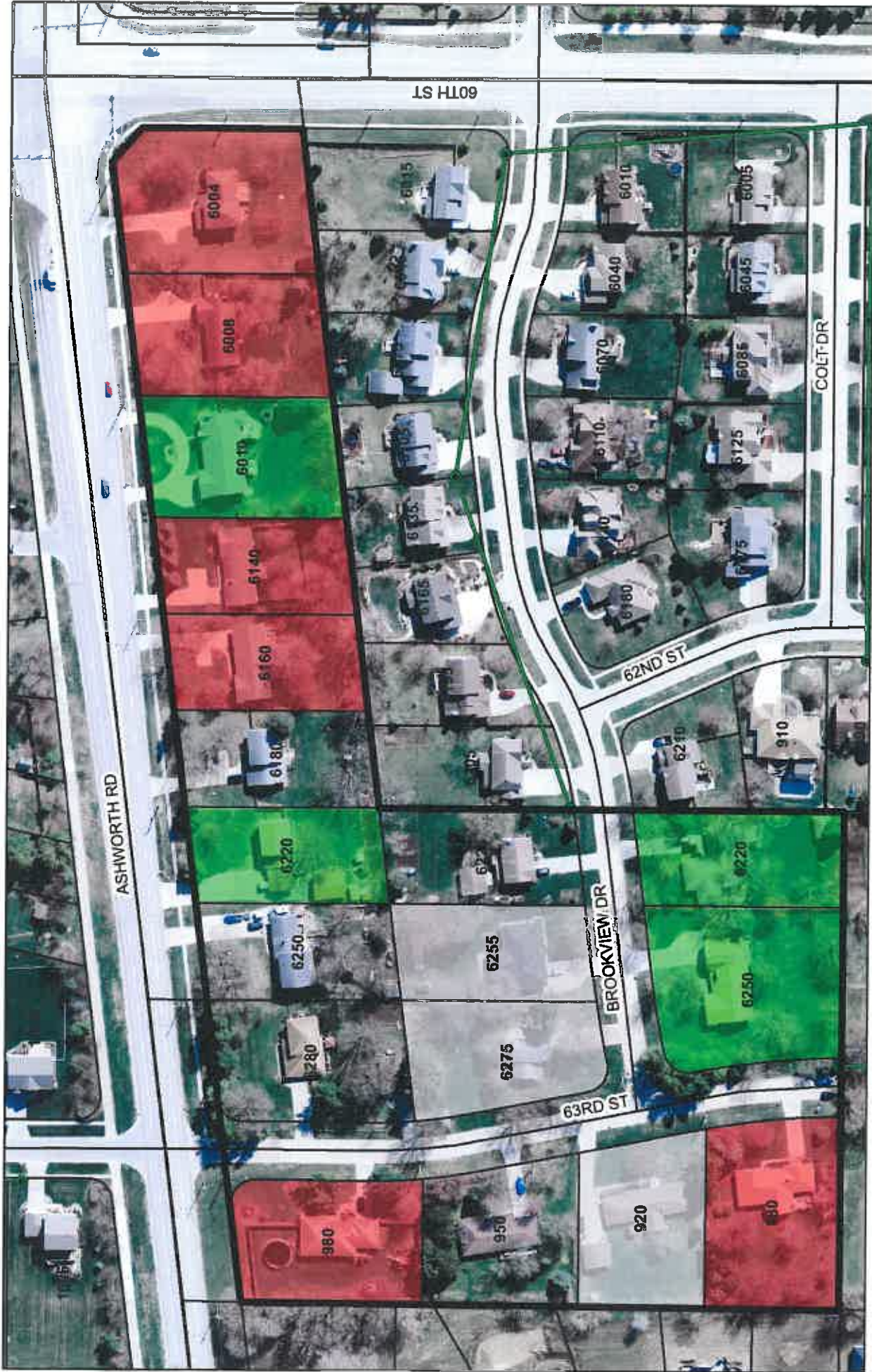
**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Veenstra & Kimm, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** this 12<sup>th</sup> day of **January, 2015**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

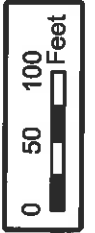
\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



# Barnes Heights Sanitary Sewer Fee District Response #2 Summary

**Legend**

- No Answer
- No
- Yes
- Sewer Manholes
- Sewer Mains



To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

**PROPERTY OWNER SURVEY #2 RESULTS  
BARNES HEIGHTS SANITARY SEWER FEE DISTRICT**

**December 8, 2014**

- Updated January 5, 2015 -

<u>QUESTION</u>	<u>YES</u>	<u>NO</u>	<u>NO ANSWER</u>	<u>TOTAL</u>
1. Are you the property owner?	12	0	N/A	12
2. Would you support the City establishing a sanitary sewer fee district for Barnes Heights?	4	5	3	12

If respondent answered 'yes' to Question #2 above, answers were requested for the following questions:

3. Would you be interested in paying the connection fees and hooking onto the public sewer within the next 2 years if service was available?	1	4	7	12
--	---	---	---	----

	<u>0-2 YEARS</u>	<u>2-5 YEARS</u>	<u>5-10 YEARS</u>	<u>&gt; 10 YEARS</u>	<u>NO ANSWER</u>	<u>TOTAL</u>
4. When would you anticipate paying the connection fees (whether you hook on or not)?	1	1	0	3	7	12

	<u>YES</u>	<u>NO</u>	<u>NO ANSWER</u>	<u>TOTAL</u>
5. Would you be willing to grant permanent or temporary construction easements (with compensation) in order to construct the sewer?	3	1	8	12
6. Would you be willing to grant permanent or temporary construction easements (without compensation) in order to construct the sewer?	3	2	7	12

**COMMENTS**

Prefer gravity sewer on 63rd Street and low pressure sewer on Ashworth Road (respondent lives on Ashworth though).

Still plan on selling house soon, no matter what happens we'll have to lose \$30,000 for sewer connection or \$30,000 on house.

Support of fee district depends upon magnitude of fees (respondent has not attended any public meeting in which fees were discussed).

When we connect depends on workability of our present system and cost of city connection fee (respondent has attended public meeting).

File: 0305-009

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and VEENSTRA & KIMM, INC. (Fed. I.D. # 42-1137727), 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 NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$ <u>18,900</u>
II. Resident Consultant Services	\$ <u>9,000</u>

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: Veenstra & Kimm, Inc.  
Attn: H. R. Veenstra Jr.  
Address: 3000 Westown Parkway  
City, State: West Des Moines, IA 50266-1320

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the

professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 15. INTERPRETATION

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

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

BY:

  
\_\_\_\_\_  
President

CITY OF WEST DES MOINES

BY:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

# ATTACHMENT 1

## SCOPE OF SERVICES

BARNES HEIGHTS LOW PRESSURE SEWER TASK 1A 0305-009 AND TASK 1B AND C 0510-020-015

### TASK 1 – BASIC SERVICE OF THE ENGINEER

**TASK 1A – CONNECTION FEE DISTRICT** - This work task shall consist of the development of a new connection fee district, referred to as the Barnes Heights Low Pressure Sewer Connection Fee District 0305-009. The district will encompass the single family residences located on the south side of Ashworth Road from 60<sup>th</sup> Street to 63<sup>rd</sup> Street and along 63<sup>rd</sup> Street in the Barnes Heights subdivisions to be served by the low pressure sewer to be constructed along 63<sup>rd</sup> Street and Ashworth Road. The scope of services would include the following:

- A. Develop a boundary description for the district.
- B. Determine the connection fee that will be established based on the cost of the project and the number of residences served.
- C. Develop a letter report setting forth the basis for the establishment of the connection fee district.
- D. Develop a draft and final ordinance to establish the connection fee district.
- E. Identify the property owners within the district to be notified
- F. Prepare notice of public hearing for the establishment of the connection fee district.
- G. In consultation with the City, determine the schedule for the establishment of the connection fee district.
- H. If requested, attend the City Council public hearing on the establishment of the connection fee district.
- I. Assist the City, as required, in the establishment of the connection fee district.

**TASK 1B – DESIGN SERVICES** - This work task shall consist of the design, preparation of plans and specifications and associated design services for the Barnes Heights Low Pressure Sewer, 0510-020-015. The project consists of completion of the low pressure sewer on the south side of Ashworth Road from 60<sup>th</sup> Street to 63<sup>rd</sup> Street along 63<sup>rd</sup> Street extending south of Ashworth Road in the Barnes Heights subdivision consisting of approximately 1750 feet of low pressure sewer. The design will not include grinder pumps or service lines. The design will include sewer service stubs to each property.

- A. **Design Alignment.** Select design alignment of low pressure sewer.
- B. **Public Participation.** Meeting with residents in the Barnes Heights Low Pressure Sewer to review the plans for the project.
- C. **Plans and Specifications.** The Engineers shall prepare such detailed plans and specifications as are necessary and desirable for construction of the Barnes Heights Low Pressure Sewer. The plans and specifications shall describe in detail the work to be done and materials to be used. Four sets of the final plans and specifications shall be submitted to the City. The design standards for the Project shall be in conformance with the City of West Des Moines' current standards for public improvements including any referenced requirements.

- D. **Design Surveys.** The Engineers shall make all topographic and other surveys necessary for design and preparation of the plans and specifications.
- E. **Geotechnical Investigation.** The services by the Engineers shall include necessary and routine soil borings and geotechnical investigation along the Project corridor.
- F. **Review of Plans and Specifications.** The Engineers shall provide copies of the plans and specifications for review by the City and other necessary governmental agencies including the Iowa Department of Natural Resources. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City.
- G. **Permits and Approvals.** The plans and specifications shall be in conformance with the requirements of the Iowa Department of Natural Resources. The services by the Engineers shall include obtaining construction permits for the Project from required state and federal agencies.
- H. **Easement and Property Description Preparation Services.** This work task shall consist of preparing legal descriptions for permanent and construction easements necessary for the Barnes Heights Low Pressure Sewer. The work shall include preparation of easement plats and acquisition plats for each of the easements and acquisitions which shall be required. The work task includes surveying and establishing and re-establishing property pins as required by applicable survey standards for parcels for which permanent right-of-way and easements are acquired.
- I. **Advertisement for Bids.** The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.
- J. **Cost of Plans and Specifications.** Plans and specifications shall be provided to contractors, plan rooms and suppliers at no cost. The City shall compensate the Engineers for the actual cost of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding.
- K. **Estimates of Cost.** The Engineers shall prepare a preliminary Engineers' Estimate of Cost for the improvements in the Project. An updated estimate of cost shall be prepared at the time of completion of the plans and specifications. The Engineers' Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers' Estimate of Cost.
- L. **Award of Contract.** The Engineers shall have a representative present when the bids and proposals are opened, and shall make a tabulation of bids to the City and shall advise the City on the responsiveness of the bidders and assist the City in making the award of contract. After award is made, the Engineers shall assist in the preparation of the necessary contract documents.
- M. **Additional Design Services.** The Engineers shall, as a part of the design services, include the following work tasks:
  - 1. Attend and conduct preconstruction conferences.
  - 2. Attend conferences with City, contractors and utility companies.
  - 3. Assist in interpretation of plans and specifications.

- N. **Construction Record Documents.** This work task shall consist of the preparation of corrected plan drawings to show the actual constructed conditions based on field information either generated by the Engineers as a part of project construction services, or provided by the City in the event the Engineers do not provide construction resident services. The City shall be provided with one reproducible mylar set of the construction record drawings.

**TASK PHASING AND NOTICE TO PROCEED**

A. **Fee Allocation.**

1. The allocation of the fees for basic services is as follows:

Task 1A - Connection Fee District	\$ 5,500
Task 1B - Design Services	<u>\$13,400</u>
	\$18,900

- B. Work on Task 1B will be undertaken only after issuance of a separate Notice to Proceed with Task 1B. The City reserves the right to cancel all work in Task 1B if it elects not to design the project.

## ATTACHMENT 2

### PROJECT SCHEDULE

#### BARNES HEIGHTS LOW PRESSURE SEWER

Task 1A - Connection Fee District - within 60 days after Notice to Proceed

Task 1B - Completion of Design

A time mutually agreed between the City and Engineers based on the desired schedule for design and construction of the project.

Task 2 – Construction Services

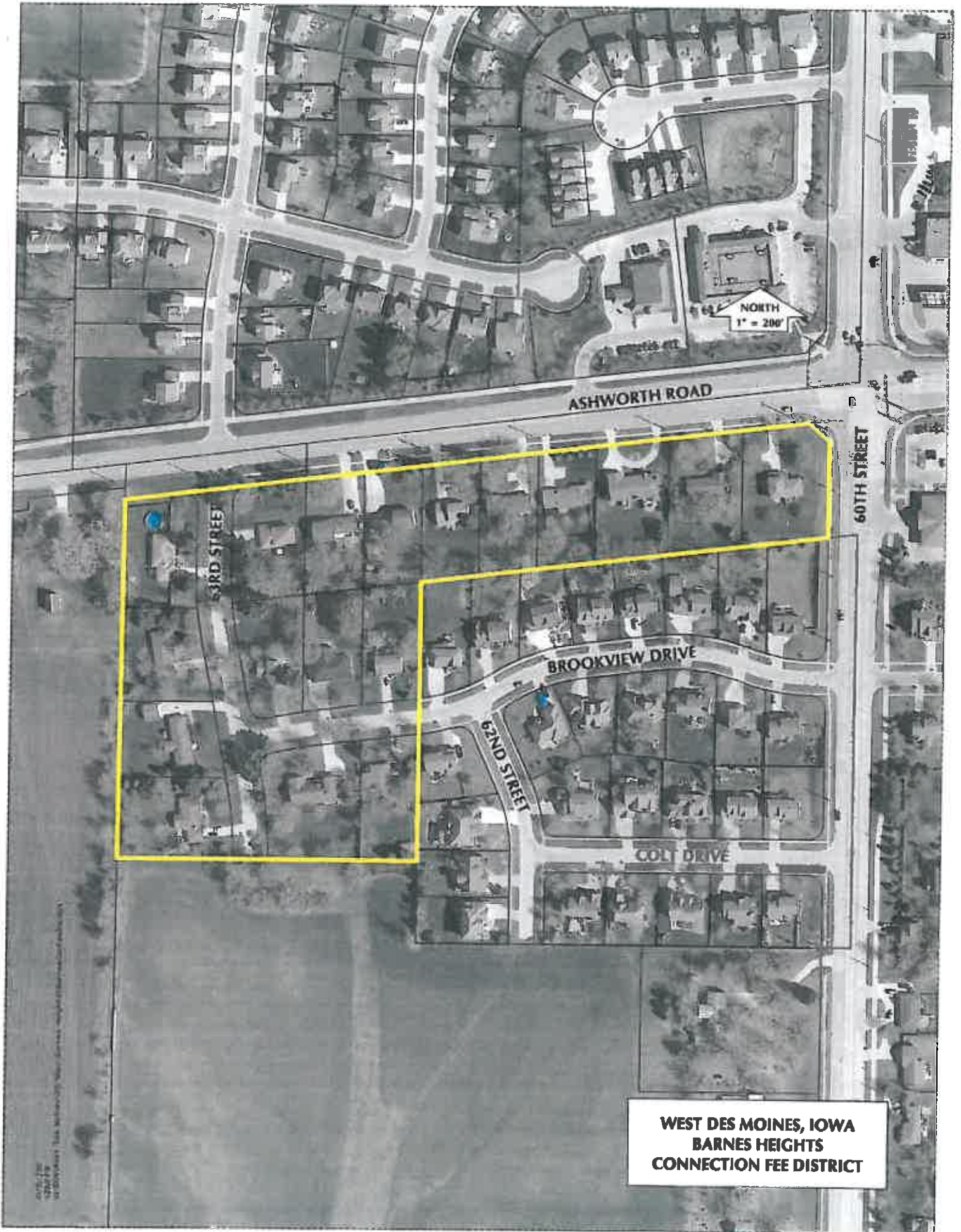
A time mutually agreed between City and Engineers based on the construction contract period for the Construction contract for the project.



# ATTACHMENT 3

## SCHEDULE OF FEES HOURLY RATES BY EMPLOYEE CLASSIFICATION (Effective July 2014)

Management I.....	\$150.00
Management II.....	146.00
Process Engineer.....	166.00
Engineer I-A.....	150.00
Engineer I-B.....	140.00
Engineer I-C.....	138.00
Engineer II.....	126.00
Engineer III-A.....	111.00
Engineer III-B.....	104.00
Engineer III-C.....	99.00
Engineer IV.....	96.00
Engineer V.....	90.00
Engineer VI.....	85.00
Engineer VII.....	80.00
Engineer VIII.....	75.00
Engineer IX.....	69.00
Engineer X.....	64.00
Engineer XI.....	60.00
Design Technician.....	86.00
Planner I.....	98.00
Planner II.....	75.00
Planner III.....	69.00
Drafter I.....	84.00
Drafter II.....	71.00
Drafter III.....	68.00
Drafter IV.....	63.00
Drafter V.....	52.00
Drafter VI.....	50.00
Drafter VII.....	41.00
Clerical I.....	77.00
Clerical II.....	56.00
Clerical III.....	41.00
Clerical IV.....	32.00
Construction Manager.....	144.00
Surveyor I.....	85.00
Surveyor II.....	78.00
Technician I.....	74.00
Technician II.....	68.00
Technician III.....	65.00
Technician IV.....	60.00
Technician V.....	54.00
Technician VI.....	51.00
Technician VII.....	42.00
Technician VIII.....	37.00
Technician IX.....	30.00
Building Inspector I.....	80.00
Building Inspector II.....	70.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Day
Mileage.....	56¢/Mile



**WEST DES MOINES, IOWA  
BARNES HEIGHTS  
CONNECTION FEE DISTRICT**

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

**DATE: January 12, 2015**

**ITEM:** Resolution - Approval and Acceptance of Purchase Agreement and Easements for the Fox Creek Sanitary Sewer Project

**FINANCIAL IMPACT:** \$14,200.00 (previously budgeted)

**SYNOPSIS:**

A Purchase Agreement has been negotiated for the acquisition of easements necessary for the Fox Creek Sanitary Sewer Project. The easements have been acquired at the appraised fair market value from the owners shown on Exhibit "A," with additional costs not reflected in the appraisal shown in bold. The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5061.80.820.6.7930.

**RECOMMENDATION:**

Adopt resolution approving and accepting the purchase agreement and easements to the City of West Des Moines for the Fox Creek Sanitary Sewer Project

**Lead Staff Member:** Richard J. Scieszinski, City Attorney

**STAFF REVIEWS**

Department Director	Richard J. Scieszinski, City Attorney	<i>RS</i>
Appropriations/Finance	<i>RS</i>	<i>RS</i>
Legal		
Agenda Acceptance	<i>RTG</i>	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND  
PERMANENT AND TEMPORARY EASEMENTS FOR THE CONSTRUCTION OF THE  
FOX CREEK SANITARY SEWER, PROJECT NUMBER 0510-010-2012**

**WHEREAS**, on February 21, 2011, the City Council heretofore ordered preparation of plans, specifications, form of contract and estimate of cost for the public improvement project known the Fox Creek Sanitary Sewer Project, Project Number 0510-010-2012; and

**WHEREAS**, previously, on May 5, 2014, after public hearing, the City Council approved the acquisition of property, including agricultural property, for the Fox Creek Sanitary Sewer 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 a purchase agreement for the acquisition of property and easements necessary for the Project; and

**WHEREAS**, documents conveying property interests for permanent public utility easements and associated improvements have been presented to the City for approval; and

**WHEREAS**, the name of the property owners and the fair market value of the property to be acquired is 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 Agreement to acquire the property.
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 Agreement.

**PASSED AND ADOPTED** this 12th day of January, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**FOX CREEK SANITARY SEWER PROJECT  
PROJECT NUMBER 0510-010-2012**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>
25	Matt and Krista Lindholm	\$14,200.00 *includes additional \$1,000 for administrative settlement and an additional \$1,500.00 for trees
	<b>TOTAL</b>	<b>\$14,200.00</b>

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

**DATE: January 12, 2015**

**ITEM:** Resolution - Approval and Acceptance of Purchase Agreement and Property for the Ashworth Low Pressure Sewer System Project, Project Number 510-025-2014

**FINANCIAL IMPACT:** \$14,960.00 (previously budgeted)

**SYNOPSIS:** Property necessary for the Ashworth Low Pressure Sewer System Project has been acquired through negotiated Purchase Agreements. The property has been acquired 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 property and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5091.80.820.6.7910.

**RECOMMENDATION:** Adopt a resolution approving and accepting purchase agreements and property to the City of West Des Moines for the Ashworth Low Pressure Sewer Project.

**Lead Staff Member:** Richard J. Scieszinski, City Attorney

**STAFF REVIEWS**

Department Director	Richard J. Scieszinski, City Attorney	
Appropriations/Finance	<i>RS</i>	<i>JS</i>
Legal		
Agenda Acceptance	<i>RTG</i>	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND PROPERTY FOR THE CONSTRUCTION OF THE ASHWORTH LOW PRESSURE SEWER PROJECT, PROJECT NUMBER 0510-025-2014**

**WHEREAS**, the City Council of the City of West Des Moines, Iowa, approved the establishment of the Ashworth Road Low Pressure Sewer Connection Fee District on July 28, 2014, and authorized the preparation of plans and specifications for the Project, Project Number 0510-025-2014; and

**WHEREAS**, on August 14, 2014, after public hearing, the City Council approved the acquisition of property, for the Ashworth Low Pressure Sewer 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 necessary for the Project; and

**WHEREAS**, documents conveying property have been presented to the City for approval; and

**WHEREAS**, the name of the property owners and the fair market value of the properties to be acquired is 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 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 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.
4. The documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of January, 2015.

ATTEST:

\_\_\_\_\_  
Steven K. Gaer, Mayor

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**ASHWORTH ROAD LOW PRESSURE SEWER  
WDM PROJECT NO. 0510-025-2014**

<b><u>PARCEL #</u></b>	<b><u>PROPERTY OWNER</u></b>	<b><u>ACQUIRED PRICE-FMV</u></b>	
2	Robert and Connie Whitaker 5435 Ashworth Road	\$4,295.00	<b>*includes \$1,690 for landscaping/tree removal</b>
3	Tracy and Chrisanne DeVault 5505 Ashworth Road	\$5,395.00	<b>*includes \$1,125 for landscaping/tree removal</b>
4	Aaron Mastrofski 5525 Ashworth Road	\$3,870.00	
6	Sharon Fuller and William Erisman 5535 Ashworth Road	\$1,400.00	<b>*includes additional \$600 for administrative settlement</b>
	<b>TOTAL</b>	<b>\$14,960.00</b>	



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

**4(I)**

**DATE: January 12, 2015**

**ITEM:** Approval of Addressing, Various locations within City limits – Address assignment and readdressing of properties to resolve conflicts - City Initiated (Misc-002577-2014)

**RESOLUTION:** Approve Addresses

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Per city policy, properties that are addressed within the city require the approval of the City Council.

The United States Postal Service District office, Westcom and the respective County Auditor's will be notified of these address changes.

**RECOMMENDATION:** Addressing Administrator recommends the adoption of the resolution approving the addressing of those properties indicated in Exhibit 'A'.

Lead Staff Member: Lynne Twedt, Addressing Administrator

**STAFF REVIEWS**

Department Director	<i>[Signature]</i>
Appropriations/Finance	<i>[Signature]</i>
Legal	
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	Noticing not required	
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"/>

**Attachments:**

- Exhibit I - Resolution – Polk County
- Exhibit A - Properties to be addressed
- Exhibit II - Resolution – Dallas County
- Exhibit A - Properties to be addressed

Prepared by: L.Twedt, 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

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**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, APPROVING THE READDRESSING OF PROPERTY**

**WHEREAS**, per City policy, the West Des Moines City Council shall approve all addressing and readdressing requests,

**WHEREAS**, readdressing changes were deemed appropriate and necessary by the Addressing Administrator;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City West Des Moines as follows:

**SECTION 1.** The addressing and readdressing of the properties indicated in attached Exhibit A or as amended orally at the City Council meeting of January 12, 2015 are approved and shall be deemed official and become effective immediately.

**SECTION 2.** Officers of the City are hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this Resolution.

**SECTION 3.** All Resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED on January 12, 2015.**

\_\_\_\_\_  
Steve 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 January 12, 2015, by the following vote:

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

Exhibit A  
Addressed & Readdressed Parcels

POLK COUNTY

**Property:** Microsoft – Construction Contractor  
**County:** Polk  
**Legal:** To be platted as Willow Creek Plat 1, Lots 1-6  
**Parcel #:** 32000402532015  
**Previous Address:** n/a  
**New Address:** 3590 S8th Street  
**Reason:** Temporary – Construction Trailers  
(Note: Microsoft site itself will use 550 White Crane Road)

**Property:** Iowa ENT  
**County:** Polk  
**Legal:** Lot 1 GK Properties Plat 1  
**Parcel #:** 32002261001000  
**Previous Address:** 105 Valley West Drive  
**New Address:** 105 Valley West Drive, Suite 100  
**Reason:** Building combined into one – one building address with suite numbers assigned

**Property:** Iowa ENT  
**County:** Polk  
**Legal:** Lot 2 GK Properties Plat 1  
**Parcel #:** 32002261002000  
**Previous Address:** 125 Valley West Drive  
**New Address:** 105 Valley West Drive, Suite 200  
**Reason:** Building combined into one – one building address with suite numbers assigned

**Property:** Iowa ENT  
**County:** Polk  
**Legal:** Lots 1 and 2 GK Properties Plat 1  
**Parcel #:** 32002261002000  
**Previous Address:** 125 Valley West Drive  
**New Address:** Retired  
**Reason:** Building combined into one – one building address with suite numbers assigned

**Property:** Lodge at Ashworth  
**County:** Polk  
**Legal:** Lots 2, 3 & 4 Colby Office Park Plat 2  
**Parcel #:** 32001156102002  
**Previous Address:** 927 Ashworth Road, Unit 307  
**New Address:** Retired  
**Reason:** Combined with adjacent

Prepared by: L.Twedt, 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

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**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, APPROVING THE READDRESSING OF PROPERTY**

**WHEREAS**, per City policy, the West Des Moines City Council shall approve all addressing and readdressing requests,

**WHEREAS**, readdressing changes were deemed appropriate and necessary by the Addressing Administrator;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City West Des Moines as follows:

**SECTION 1.** The addressing and readdressing of the properties indicated in attached Exhibit A or as amended orally at the City Council meeting of January 12, 2015 are approved and shall be deemed official and become effective immediately.

**SECTION 2.** Officers of the City are hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this Resolution.

**SECTION 3.** All Resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED on January 12, 2015.**

\_\_\_\_\_  
Steve 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 January 12, 2015, by the following vote:

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

Exhibit A  
Addressed & Readdressed Parcels

DALLAS COUNTY

**Property:** Greenway Crossing  
**County:** Dallas  
**Legal:** Greenway Crossing Plat 1, Lots 8 and 9  
**Parcel #:** 1603234005  
**Previous Address:** 8955 Bishop Drive  
**New Address:** Retired  
**Reason:** Noah's Event Center using 1805 90<sup>th</sup> Street

**Property:** Ryan Build to Suit  
**County:** Dallas  
**Legal:** West Lakes Office Park Plat 3 Lot 16  
**Parcel #:** 1601128005  
**Previous Address:** 6770 Lake Drive  
**New Address:** 6770 Westown Parkway  
**Reason:** Main access off of Westown Parkway

**Property:** Woodland Hills of WDSM Plat 1  
**County:** Dallas  
**Legal:** Woodland Hills of West Des Moines Plat 1  
**Parcel #:** All Parcels along Balsam Street  
**Previous Address:** Balsam Street  
**New Address:** S Balsam Street  
**Reason:** Needs S prefix

**Property:** Country Club Office Park  
**County:** Dallas  
**Legal:** Replat of Outlot A Country Club Office Plaza Lot 2  
**Parcel #:** 1601302004  
**Previous Address:** 1280 Office Plaza Drive  
**New Address:** 1240 Office Plaza Drive, Suite 1280  
**Reason:** Existing Building – tenant space

**Property:** Country Club Office Park  
**County:** Dallas  
**Legal:** Replat of Outlot A Country Club Office Plaza Lot 2  
**Parcel #:** 1601302004  
**Previous Address:** 1280 Office Plaza Drive  
**New Address:** 1240 Office Plaza Drive, Suite 1270  
**Reason:** Existing Building – tenant space

**Property:** Country Club Office Park  
**County:** Dallas  
**Legal:** Replat of Outlot A Country Club Office Plaza Lot 2  
**Parcel #:** 1601302004  
**Previous Address:** N/A  
**New Address:** 1240 Office Plaza Drive, Suite 1230  
**Reason:** Existing Building – tenant space

**Property:** Country Club Office Park  
**County:** Dallas  
**Legal:** Replat of Outlot A Country Club Office Plaza Lot 2  
**Parcel #:** 1601302004  
**Previous Address:** N/A  
**New Address:** 1240 Office Plaza Drive, Suite 1220  
**Reason:** Existing Building – tenant space

**Property:** Plaza at Jordan Creek  
**County:** Dallas  
**Legal:** Hurd Jordan Plat 1 Lots 2 and 3  
**Parcel #:** 1613100029  
**Previous Address:** N/A  
**New Address:** 320 S Jordan Creek Pkwy, Suite 250  
**Reason:** Existing Building – tenant space

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 1000  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 2000  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 3000  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 4000  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Suite 4110  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Suite 4130  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Suite 4150  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 5000  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 6000  
**Reason:** New Multi-Building Development

**Property:** Mills Crossing  
**County:** Dallas  
**Legal:** Section 18-75-25 SE 1/4  
**Parcel #:** 310031100000  
**Previous Address:** N/A  
**New Address:** 5901 Mills Civic Parkway, Bldg 7000  
**Reason:** New Multi-Building Development

**CITY OF WEST DES MOINES  
MEMORANDUM**

**TO:** Mayor Gaer and Members of the City Council

**FROM:** J. Bradley Munford, Development Services

**DATE:** January 12, 2015

**RE:** Item 6a. – Tallyn’s Reach PUD, Comprehensive Plan Amendment and Rezoning Request

The applicant requested the Planning Commission defer the January 5<sup>th</sup> public hearing to consider an amendment to the City’s Comprehensive Plan Land Use Map for that property located at the southwest corner of S91st Street and Mills Civic Parkway and a corresponding amendment to the Tallyn’s Reach PUD two (2) weeks.

At the January 5<sup>th</sup> meeting the Planning Commission opened the public hearing to allow citizens that were in attendance to comment. The public hearing remains open to allow for additional comments at the subsequent public hearing. The Planning Commission recommended that the public hearing be deferred four (4) weeks instead of two (2) to the P&Z’s February 2<sup>nd</sup> meeting.

Therefore, staff requests the City Council defer the January 12<sup>th</sup>, 2015 public hearing on item 6a to the February 9<sup>th</sup>, 2015 City Council meeting to allow the applicant additional time to evaluate the proposal.

Cc. Lynne Twedt, Interim Development, Planning & Inspection Manager



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

**6(b)**

**DATE: January 12, 2015**

**ITEM:** Disposal of Vacated 98th Street Right-of-Way – South of the Union Pacific Railroad at 98th Street – Dispose of vacated right-of-way of former 98<sup>th</sup> Street -City of West Des Moines – VAC-002543-2014

**RESOLUTION:** Approval of Disposal of Vacated Right-of-Way

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** In 2006 Parcel C was created by Plat of Survey for conveyance to Country Club View, LC, the developer of property in the Maple Grove subdivision, with the intent of Country Club View, LC to ultimately transfer Parcel C to the City for use as right-of-way. Country Club View, LC encountered financial difficulties prior to any development and conveyed Parcel C to West Bank, who subsequently conveyed Parcel C to another developer, Maple Grove West, LLC.

In 2013 Maple Gove West, LLC applied to the City to subdivide property for Maple Grove West Plat 3. As a condition of approval, Parcel C was conveyed to the City for use as 98<sup>th</sup> Street. Following conveyance of Parcel C, the alignment of 98<sup>th</sup> Street changed, requiring the vacation of that portion of Parcel C used for 98<sup>th</sup>. In 2014, as a condition of approval for the platting of Maple Grove West Plats 4 and 5, the developer, also Maple Grove West LLC, was required to dedicate additional property for use in the realignment of 98<sup>th</sup> Street. Due to the realignment, the property previously conveyed for use as 98<sup>th</sup> Street was no longer needed by the City.

On December 15, 2014 the City Council formally vacated that portion of 98<sup>th</sup> Street previously conveyed as Parcel C. This vacated parcel comprises approximately 36,537 square feet or 0.84 acres. The parcel subsequently conveyed by Maple Grove West, LLC as part of the realignment of 98<sup>th</sup> Street comprises 38,597 square feet or 0.89 acres.

Staff recommends that the parcel acquired through the platting process for Maple Grove Plat 3 for 98<sup>th</sup> Street be conveyed to Maple Grove West LLC in exchange for that portion of realigned 98<sup>th</sup> Street conveyed to the City as part of the Maple Grove Plat 4 and 5 subdivision. Staff believes that there is no material gain to Maple Grove West LLC for the exchange of right-of-way.

**SUBCOMMITTEE REVIEW:** Both the vacation of the right-of-way and the disposal of the right-of-way to the adjacent property owner was presented to the Development and Planning City Council Subcommittee on November 20, 2014. The Subcommittee was supportive of the request.

**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 adopt a

resolution disposing of approximately 0.89 acres of vacated right-of-way adjacent to the proposed Maple Grove West Plats 4 and 5 subdivisions, subject to the applicant meeting all City Code requirements and the following:

Lead Staff Member: Kara V. Tragesser, AICP

**STAFF REVIEWS**

Department Director	<i>AK</i>
Appropriations/Finance	<i>AKS</i>
Legal	<i>AKS</i>
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Date(s) Published	December 30, 2014
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	November 20, 2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - City Council Resolution
- Exhibit A Vacation Plats

Prepared by: K Tragesser, 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 DISPOSAL OF PROPERTY, LEGALLY DESCRIBED HEREWITHIN, TO MAPLE GROVE WEST LLC**

**WHEREAS**, the City of West Des Moines, Iowa, owns property in part of Maple Grove West Plat 4 and Plat 5 legally described as follows:

#### **Legal Description**

A part of Outlot Y and Lot 12, Maple Grove Plat 4, an official plat and a part of Outlot Y and Lot 3, Maple Grove West Plat 5, an official plat, more particularly described in Exhibit A;

and

A part of Outlot W Maple Grove West Plat 5, an official plat and more particularly described in Exhibit B

**WHEREAS**, said property was former public street right-of-way for 98<sup>th</sup> Street and was officially vacated by the City of West Des Moines on December 15, 2014;

**WHEREAS**, to benefit the public, release the City of the responsibility of maintenance and supervision, and exchange property necessary for the realignment of 98<sup>th</sup> Street, the City is conveying the hereinabove legally-described property;

**WHEREAS**, Maple Grove West LLC has dedicated new right-of-way for the realigned 98<sup>th</sup> Street;

**WHEREAS**, notice of the intention to dispose of the property was published on December 30, 2014, in the Des Moines Register;

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding the conveyance of the above legally-described property has been properly made.
2. The public hearing regarding the conveyance of the above legally-described property is hereby closed.

3. The Mayor is authorized to sign a Quit-Claim Deed conveying the City's interest in the property to Maple Grove West LLC, and the City Clerk is directed to attest to the Mayor's signature.
4. All costs incurred in this transaction for the conveyance of the above legally-described property shall be the responsibility of the Grantees.

**PASSED and ADOPTED** on January 12, 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 January 12, 2015, by the following vote:

ATTEST:

---

Ryan T. Jacobson, City Clerk

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

Date: January 12, 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 include a locational prefix in the name of roadways located south of the Raccoon River – City Initiated MISC-002576-2014

**ORDINANCE: Approval of First Reading of Ordinance**

**FINANCIAL IMPACT:** Approximately \$20,000.00 for new roadway signs plus staff time for installation. Staff does recommend that the City procure all street sign blades, regardless of public or private; however, it is not recommended that City staff install private signs which would be located on private property.

**BACKGROUND:** The City of West Des Moines has guidelines for the naming of roadways and assignment of addresses (house/building numbers) to assist emergency services agencies in the timely and efficient provision of services, and to aid residents and visitors in wayfinding. For purposes of addressing, the City is divided by a North-South Dividing line generally located along a path that follows Railroad Avenue then EP True Parkway and then Bridgewood Boulevard until such time that it hits Interstate 80. The location of the city's North-South Dividing Line, coupled with the potential growth area of the city eventually could result in approximately 64 square miles of West Des Moines being located south of the North-South Dividing Line.

Under current addressing guidelines, north-south oriented roadways located south of this line are given a 'S' prefix in order to identify the location of the roadway within the city as being south of the dividing line. North-south oriented roadways located north of the dividing line have no prefix, nor does any east-west oriented roadway within the city even if it is located south of the dividing line. Quick identification of where within the city an address is located allows emergency responders to head in the appropriate direction while details of the exact location are provided. While the presence of the 'S' prefix tells emergency responders that a particular north-south oriented roadway is somewhere south of the dividing line, it does not tell them whether they are north or south of the Raccoon River. The lack of a 'S' prefix in a roadway name provides no clues to where within the city the roadway is located. The roadway could be located north of the dividing line or it could be an east-west oriented roadway located either north or south of the dividing line.

Given that there are presently only three roadways which cross the Raccoon River and only seven roadways within the city (one roadway south of the river) which connect the east and west sides of Interstate 35, it is vital to the provision of emergency services to get responders headed in the correct direction as early as possible. In order to aid in this, it is the recommendation of the Addressing Review Committee to begin using a locational prefix for roadways located south of the Raccoon River to signify where these areas are within the City. The locational prefix would immediately identify the roadways as being south of the river allowing responders to head towards one of the three available roads (bridge crossings).

Unlike the "S" prefix used to identify N-S oriented roads situated south of the N-S Dividing line, the SE or SW locational prefix will apply to all roadways south of the river and on either the east or west side of Interstate 35 within West Des Moines corporate boundaries. A 'SE' prefix was recommended for roadways located within the area south of the Raccoon River and east of I-35, while the area south of the Raccoon River and west of I-35 will utilize a 'SW' prefix. It is important to realize, the SE/SW is not intended to be directional in that it indicates in any way what direction you are headed, rather it is intended to identify an area of the city. This is important as the City continues to grow into the anticipated 75 square miles of the current Comprehensive Plan Planning Area Boundary.

Staff began reviewing the current addressing guidelines in 2012, with discussions on this matter with the Public Safety City Council Subcommittee beginning in late 2012. This matter has been discussed at multiple Public Safety Subcommittee meetings, City Council Workshop, and internally on numerous occasions amongst the Addressing

Review Committee, Public Safety, and Westcom Dispatch between 2012 and now. At an April 1, 2013 City Council Workshop, the full Council was in agreement with recommendations for revisions to the City's Addressing Guidelines. On June 24, 2013, the City Council adopted revised Roadway Naming and Addressing Guidelines for the City of West Des Moines consistent with the Addressing Review Committee's recommendation, including the recommendation for the implementation of a SE or SW locational prefix for all roadways situated south of the Raccoon River.

To implement this recommendation, on August 5, 2013, an ordinance to officially change the name of roadways located south of the river was presented to the City Council. Several residents were in attendance and/or spoke at the August 5<sup>th</sup> Public Hearing in opposition to the recommendation of the locational prefix. No action was taken on the matter and Staff was directed to meet with the residents to explore alternatives. The meeting with the residents was held on August 29, 2013. Staff continued to meet internally and with the Public Safety Subcommittee to discuss the matter of the locational prefix. Recently staff held two open house events to provide residents the opportunity to come and discuss the proposal. The August 5, 2013 Public Hearing was left open to allow new information to be presented when the matter was brought back to the City Council.

**OUTSTANDING ISSUES:** Staff has received various emails and phone calls from residents opposed to the addition of a locational prefix.

Upon hearing of the possible street name changes, the following property owners have submitted requests to completely change the name of their roadway in conjunction with the addition of the SE/SW prefix. All of the requests appear to meet the Addressing Guidelines, including the requirement that a minimum of 60% of property owners affected by a specific roadway name change consent to the change. The following are the roadways requested for a complete name change. It should be realized, should the request to add the locational prefix be denied by the City Council, all streets will maintain their existing name with the exception of that indicated below for Browns Woods Court, east leg of Army Post Road, and S8th Street.

- S 9<sup>th</sup> Lane to SE Browns Woods Cove
- S 14<sup>th</sup> Street to SE Walnut Woods Court
- S 7<sup>th</sup> Street to SE Browns Woods Lane
- S 6<sup>th</sup> Court to SE Browns Woods Ridge

**Browns Woods Court:** On November 25, 2013, the City Council approved of the naming of that portion of roadway which connects existing S 1<sup>st</sup> Street to existing Browns Woods Drive (intersecting/crossing with Veteran's Parkway) as Browns Wood Drive for wayfinding purposes to assisting individuals in finding Browns Woods Park. As part of that action, it was noted that staff would be recommending that the now cul-de-sac portion of current Browns Woods Drive be renamed to 'Browns Woods Court'. Since the naming of the cul-de-sac section to 'Court' affects 3 residents and the address for the new parking area for the park, it was determined that it would be done as part of the action on whether to include the SE/SW locational prefix. This street segment will be changed to Browns Woods Court regardless of the vote on the prefix. The street name will be SE Browns Woods Court if the prefix is approved; or simply Browns Woods Court if the prefix recommendation is denied. The four affected property owners will be notified upon final Council action.

**East Leg Army Post Road:** Due to the construction of the Veterans Parkway (fka SW Connector) which resulted in the east and west legs of Army Post Road not being in alignment at the intersection with the Veterans Parkway, it is believed that it would be best for emergency response and general wayfinding if one of the legs of Army Post Road is given a new and different name. Per the Council's direction at the July 22, 2013 meeting, since the roadway extends across corporate boundaries, conversation with the City of Des Moines regarding the renaming was to be initiated. The City of Des Moines identified the name of 'Lally Street' as this roadway, although not contiguous, aligns across their City. Staff requests direction regarding the use of this name or otherwise direction to query the property owners addressed off of this segment (seven affected addresses) to attempt to identify an alternate name.

**S8th Street:** In conjunction with improvements in the area associated with the Alluvion project, S8th Street is anticipated to be improved/constructed from County Line Road north to the east leg of Army Post Road. Currently the only address assigned off of this roadway is the temporary construction address for the contractor constructing Alluvion. With the construction of the road, both Willow Creek Church and the MidAmerican Substation will take

access off of S8th and therefore their current addresses off of Army Post Road will need to be changed, including their number as it will no longer be determined off of the E-W grid. The Church preliminarily indicated a desire to request a change from S8th Street to a named street; however, no formal application has been received. Staff will inquire with the church regarding the name.

Veterans Parkway & Iowa Highway 5: Both of these roadways are considered major roadways that are intended to extend over great distances through multiple cities and counties with limited controlled access. There is no anticipation that any entity will ever have direct access off of either of these roadways, thus it is anticipated that no addresses would be assigned using these road names. Because of intent for consistency of the roadway names across different communities, no locational prefix will be added to either of these roads.

Effective Date: If the addition of a locational prefix is approved, staff requests that the effective date for the addresses be established as May 15, 2015 to allow time for various entities address databases and lists to be appropriately updated and any necessary reprogramming completed. Upon final City Council approval of the ordinance, staff will notify the US Postal Service – Hawkeye District Management Office; Polk, Warren, Dallas, and Madison County Recorder’s, Auditor’s, Assessor’s and GIS/Mapping Division; Mid-American Energy Address Management Office; Mediacom, Century Link, WDM Water Works, Hickory Tech; Prairie Inet; Qwest Property Management; Warren Rural Water; Warren County Emergency Management; and the City Clerks of Norwalk, Cumming, VanMeter, Winterset, and Des Moines.

**RECOMMENDATION:** The Addressing Review Committee recommends the City Council approve the first reading of the ordinance to rename those roadways located south of the Raccoon River to add either a ‘SE’ or ‘SW’ locational prefix 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	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

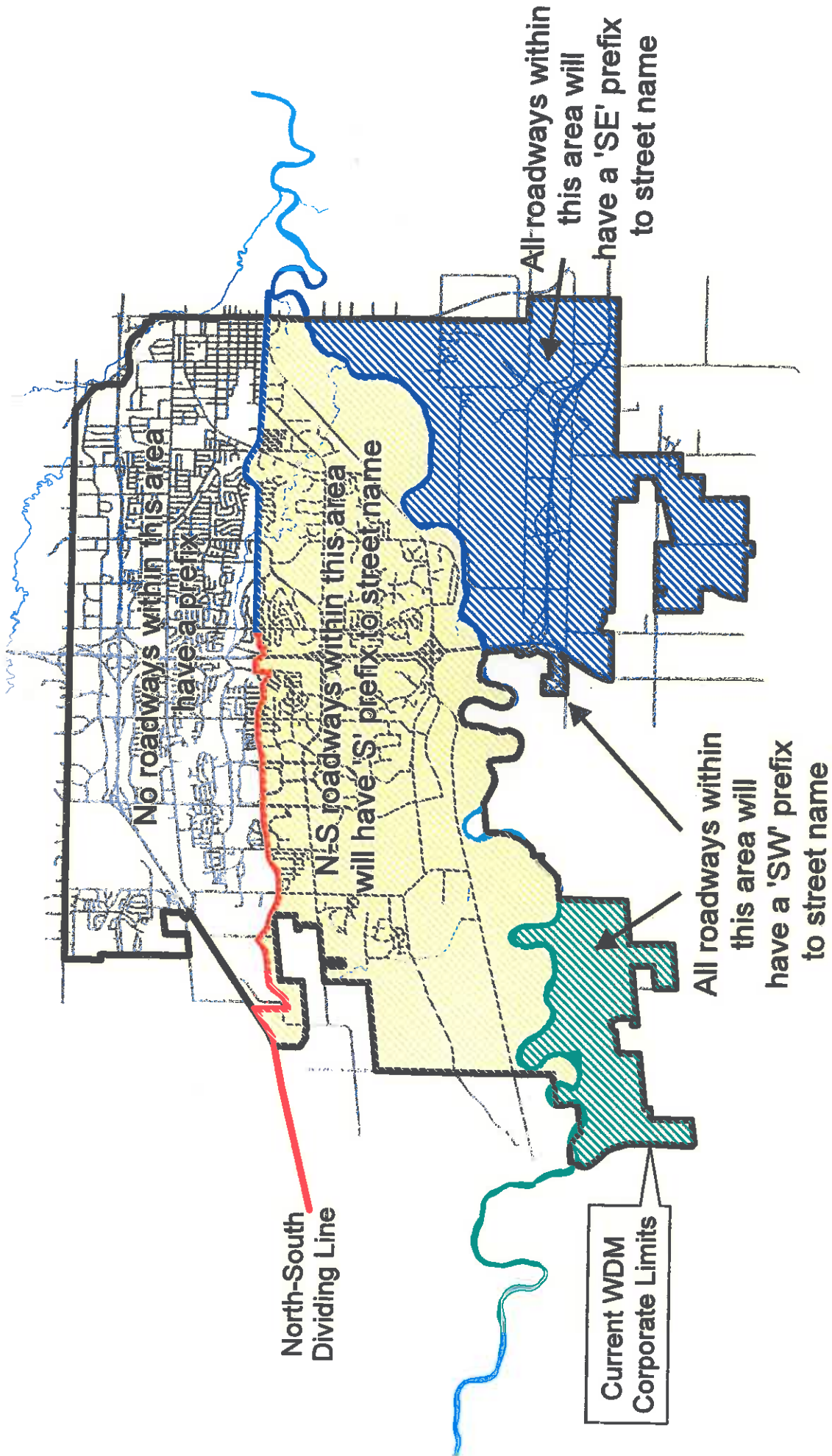
Published In	Des Moines Register Community Section
Date(s) Published	January 2, 2015
Letter sent to property owners	12/26/2014

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Safety & CC Workshop		
Date Reviewed	Multiple		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Illustration of Prefix Areas
- Exhibit II - Minutes from August 5, 2013 Public Hearing
- Exhibit III - Communications from residents
- Exhibit IV - Communication of Support from Chiefs of WDM Public Safety Departments
- Exhibit V - Proposed Ordinance



North-South  
Dividing Line

Current WDM  
Corporate Limits

No roadways within this area  
have a prefix

N-S roadways within this area  
will have 'S' prefix to street name

All roadways within  
this area will  
have a 'SW' prefix  
to street name

All roadways within  
this area will  
have a 'SE' prefix  
to street name



On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 8D (Official Street Name Map) - Change the Name of Roadways Located South of the Raccoon River, 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 July 24, 2013 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Gaer asked if there were any public comments.

James Patten, 1471 Army Post Road, spoke in opposition to the proposed readdressing, citing concerns about the potential impacts on mail delivery and GPS systems. He stated he experienced issues for several years after a previous readdressing that affected his property. He suggested a possible solution to help public safety personnel locate addresses could be a change in the dispatch software.

Jim Fredregill, 2930 Maffitt Lake Road, spoke in opposition to the proposed readdressing, citing concerns that the readdressing could cause confusion. He also stated the "SE" prefix doesn't make sense for West Des Moines, because it is on the west side of the Des Moines metro. He stated he understands the reason for the proposed readdressing is to assist public safety personnel in locating addresses south of the Raccoon River, but he believes it is the responsibility of the emergency personnel to know where every address is and how to navigate to it.

Keith Acheson, 1609 Army Post Road, spoke in opposition to the proposed readdressing, citing concerns that the proposed "SE" prefix will create confusion for wayfinding and GPS systems.

Don Jordahl, 2110 Army Post Road, spoke in opposition to the proposed readdressing, because he wants his street name to remain "Army Post Road" with no prefix.

Lee Fisher, 1515 Army Post Road, spoke in opposition to the proposed readdressing, citing concerns that it is already difficult enough for people to find his address and the renaming will make it even worse.

Troy Zeleznik, 2512 Meadow Lane, spoke in opposition to the proposed readdressing, citing concerns that the proposed "SE" prefix runs counter to every other city's addressing scheme in the area, and it can cause confusion for people trying to navigate through the city. He noted the street numbering in the "SE" quadrant will still decrease heading east as one travels towards the eastern boundary of the city, while people would typically expect decreasing numbers to indicate one is heading towards the center of the city. He requested the Council reconsider the proposed "SE" prefix.

Don Marean, 1910 South 9<sup>th</sup> Lane, spoke in opposition to the proposed readdressing, stating he doesn't see any sense in adding a "SE" prefix to Browns Woods Drive, since there is no other street in the area with that name. He stated he does not see the benefit to the proposed readdressing.

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

Lynne Twedt, Addressing Administrator, reported the reason for the proposed readdressing is to assist public safety personnel in quickly locating addresses south of the Raccoon River. She noted there is a lot of growth projected for that area in future years, and there are currently only three river crossings available; therefore, the “SW” or “SE” prefix would allow public safety personnel to quickly identify an address as south of the river and help them to discern which route to take.

Jeff Dumermuth, Chief of EMS/Westcom, responded to questions from the Council, stating that public safety crews need to know as soon as they roll out which direction they need to go. He explained that they do have public safety type GPS systems in their vehicles that help direct them where to go, but due to occasional connectivity disruptions, the GPS is not guaranteed to always be available.

Council member Trevillyan inquired why it is so difficult for public safety personnel to know which addresses are south of the Raccoon River.

Ms. Twedt responded the Raccoon River does not run true east-west. Since it meanders at an angle, the block number that it runs through varies from one point along the river to another.

Council member Sandager expressed agreement with Mr. Zeleznik’s point that the numbering of addresses in the proposed “SE” quadrant would be counterintuitive. He noted that the problem isn’t with the addresses themselves, but rather it seems to be with the technology failing.

James Patten, 1471 Army Post Road, stated the area north of the river is also due to expand to the west, so why wouldn’t the City apply the same logic of the quadrant system to that area as well? He also stated that even though the proposed readdressing has been vetted by the Public Safety Subcommittee, this is the public’s first opportunity to give input. He noted that as the area south of the Raccoon River expands, fire stations will be built in that area, and the personnel out of those stations will become familiar with the streets and addresses within their territory.

Jim Fredregill, 2930 Maffitt Lake Road, reiterated he believes the dispatcher should be able to identify the address and direct the public safety personnel if they need to go south of the Raccoon River and by which crossing.

Council member Sandager inquired if the proposed readdressing will help response times.

Chief Dumermuth responded it was the consensus of the public safety group that it will help personnel know immediately which direction to go for addresses south of the Raccoon River.

Council member Trimble inquired if there are any special timing requirements on this.

Ms. Twedt responded staff’s intention is to get it implemented as soon as possible before additional development occurs so negative impact(s) can be minimized and so people can start

being trained on the new addressing system. She stated staff was ideally hoping for an effective date of September 1st, but that can be pushed back.

Council member Trimble noted the residents will have one or two more chances to comment on this matter, since tonight will only be the first reading of the Ordinance.

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

Council member Sandager stated he understands the intention being for public safety personnel to easily identify addresses as north or south of the Raccoon River, but he still questions the "SW" and "SE" quadrants, since everything in both quadrants will be southwest of the zero-point at 1<sup>st</sup> Street and Railroad Avenue. He suggested simply adding the "SW" prefix to all addresses south of the Raccoon River.

Ms. Twedt stated the "SW" and "SE" prefixes would be beneficial because they would help orient public safety personnel as to which bridge they need to cross.

Council member Trevillyan inquired how many instances have occurred when a public safety crew responding to a call south of the Raccoon River did not know they needed to go south of the river.

Chief Dumermuth stated he doesn't know, but he will research that information and provide it to the Council.

Council member Trimble inquired if Chief Dumermuth feels the proposed readdressing would make the residents safer.

Chief Dumermuth responded he thinks it assures personnel are heading in the right direction and gives responders time to better establish their routes.

Council member Trevillyan stated he thinks dispatch personnel can be trained to better direct public safety personnel.

Council member Sandager stated that due to his questions about the implementation, he is not going to support the first reading of the Ordinance tonight.

Council member Trimble stated that due to the vetting and approval of public safety staff and their opinion that it will improve public safety, he is supporting the first reading of the Ordinance tonight. He also noted that with Council member Sandager's intention to vote against it, there is now a guarantee of two more readings after tonight.

Mayor Gaer stated it might be a better use of time to set up a meeting for staff to meet with the residents during a non-Council meeting to have additional dialogue. We want to figure this out. If the first reading passes tonight, we'll have another month before the third reading. He suggested setting up a meeting with staff, the public safety people, and the concerned residents, and get them all in a room and everybody goes through their questions, get maps out, and talk

through the details.

Council member Trimble noted since the matter is not time-sensitive, the item could be continued.

Council member Trimble amended his previous motion and made a motion to continue Item 6(c), second by Mickelson.

Mayor Gaer requested staff put out a sheet for residents to provide their contact information so they can be informed of the meeting once it has been scheduled.

**Twedt, Lynne**

---

**From:** Greg Sparks  
**Sent:** Tuesday, March 25, 2014 10:29 AM  
**To:** Mike Whitsell; Lynne Twedt  
**Subject:** FW: Possible street name changes

Mike and Lynne-FYI  
 GS

---

**From:** Steve Gaer [mailto:Gaer.Steve@rrrealty.com]  
**Sent:** Tuesday, March 25, 2014 10:11 AM  
**To:** 'jimgyn0001@aol.com'  
**Cc:** Greg Sparks; Jody Smith  
**Subject:** RE: Possible street name changes

Dr. Patten- thank you for the update. I know there are strong feelings (and reasons) on both sides of this issue and the elected officials want to do what is in the long term best interests of the current and future citizens south of the river.

Steven K. Gaer  
 Mayor

City of West Des Moines  
 4200 Mills Civic Pkwy  
 PO Box 65320  
 West Des Moines, IA 50265-0320

Phone: 515-974-5261  
 Fax: 515-974-4020

**From:** [jimgyn0001@aol.com](mailto:jimgyn0001@aol.com) [mailto:[jimgyn0001@aol.com](mailto:jimgyn0001@aol.com)]  
**Sent:** Tuesday, March 25, 2014 9:38 AM  
**To:** [Steven.Gaer@wdm.iowa.gov](mailto:Steven.Gaer@wdm.iowa.gov)  
**Subject:** Possible street name changes

Dear Mayor;

I am writing you to express my concern over the continuing issue of renaming streets south of the river to make it "easier" for emergency services to know which way to go to cross the river and be closest to the needed location. I was the first individual to address the council at the initial public hearing and I will not repeat all the information I conveyed in detail at that hearing. I will remind you, however, of the incredible disruption that occurs to the lives of citizens when their home address is made to disappear and then reappear with a new number/name. The current postal/GPS system can process a change of address from one known address to another known address without real difficulty but is not able to make one address disappear and another reappear in the same location. It took approximately 9 years for my troubles with receiving mail and assistance from deliveries and service providers resolved after annexation into West Des Moines and the subsequent renaming and renumbering of Army Post Road. None of those who went through this before have any desire to go through all of that again, especially when we do not see any problem with the current system and city staff has indicated there is not really a current problem.

After the informational meeting that was suggested at the public hearing I heard nothing more and was told that the city was pursuing the idea of having the 911 system put up the location on a locator map for the dispatchers at the time of a call so that whatever units were being dispatched could be directed in the most efficient direction to cross the river. I have recently been informed that the current 911 system does not allow this capability and therefore the staff is reconsidering the renaming issue.

I have also been informed that the city staff has stated again that we do not currently have a problem with location issues in our system and that the efforts are meant to meet needs that are expected to occur as the area south of the river is developed. City staff has also advised council members that the 911 system will require an update in the next few years and any update will have the display capabilities that will render the whole name change issue mute.

As a citizen of West Des Moines, I know that you and the council members try to be careful stewards of the city's finances. While the city staff gave a rough cost of \$10,000 for the sign changes needed for the proposed change I cannot help but guess this was based purely of the material costs of the signs and did not include the costs of city labor to install all of the needed signs. While this may not be a direct cost it certainly represents a loss of opportunity cost as the city employees could instead be fulfilling any number of other maintenance needs the city has instead of changing signs.

Since the city staff has stated that we don't currently have a problem and that any future problem will be automatically addressed with the soon to be required update of the 911 system I ask that you stop any present and future efforts by the city to rename/renumber any current street addresses within the city and save the city the costs and the potentially effected residents the years of hassle that would undoubtedly occur if the proposed changes were enacted. Thank you for your time and consideration of this matter. I would welcome any opportunity to discuss this further at anytime you would like and would like to be informed of any further consideration of this matter.

Sincerely,

Dr. James F. Patten  
1471 Army Post Rd  
West Des Moines, IA 50265  
515-249-4427

Mark and Kathy Larson  
880 Browns Woods Drive  
West Des Moines, Iowa 50265



December 30, 2014

Lynne Twedt  
Development Services Department  
The City of West Des Moines  
4200 Mills Civic Parkway, Suite 2D  
P.O. Box 65320  
West Des Moines, Iowa 50265

Dear Ms. Twedt,

I received the notice of public hearing to review and consider a recommendation to change the name of roadways located south of the Raccoon River within the corporate limits of the City of West Des Moines. I cannot attend the meeting on January 12, 2015, but would like to submit this letter for the record.

I appreciate the logic of why the City wants to divide addresses into east and west sections. I do not agree that needs to be done for all streets and specifically ones that do not extend into both sections.

Browns Woods Drive is a very short street and mostly runs along the southern border of Brown's Woods Park. If somebody had an emergency inside Brown's Woods Park, would it help if we change the name to SE Brown's Woods Park? I don't think so and I don't think we need to change Browns Woods Drive to SE Browns Woods Drive either.

Thank you for your consideration.

Sincerely,

Mark Larson

## Twedt, Lynne

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**From:** Jack T. Textor <jtextor@thepalmergroup.com>  
**Sent:** Thursday, January 08, 2015 2:39 PM  
**Subject:** Proposed Address Changes (Opposed)

Good afternoon,

My schedule will not allow me to attend the Public Hearing on the proposed address changes.

As a homeowner in the proposed area for change, I strongly urge you to reconsider. The changes are not only costly to the City but also the taxpayers and residents affected. The public Safety folks know the current address system very well and I believe could be hindered by the change.

I just purchased my home on South 14<sup>th</sup> St about a year ago. Frankly, I do not want to see the address changed to SE 14<sup>th</sup>, which will be confused with SE 14<sup>th</sup> in Des Moines or the SE Bottoms, which it is known as.

Two communities, Cedar Rapids and Altoona have similar address systems. Both have problems with them and as a visitor of those cities, I can say they are hard to navigate.

The cost to me personally to change could run in the hundreds of dollars. Is the city planning to reimburse me?

Please put me down for a no vote, thank you.

Respectfully,  
Jack Textor

**Jack Textor**  
*10+ Years of Service*  
**Palmer Group | Vice President**  
*Central Iowa's Employment Solution Since 1998*  
3737 Woodland Avenue | Suite 200 | West Des Moines, IA 50266  
515.225.7000 | Fax 515.224.4544

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January 9, 2015

Honorable Mayor Gaer & Members of the City Council  
City of West Des Moines

Mayor Gaer & Council:

We are writing to ask you to support the proposed plan for changes to the City of West Des Moines' address guidelines.

The City of West Des Moines' Police, Fire and EMS departments work very closely as a public safety team. We respond together on a variety of calls and problem-solve to help prevent emergencies. As our community grows, the public safety departments carefully evaluate opportunities to improve service and response times. A critical area of protection and service is a large area south of the Raccoon River. This area is destined for significant growth and change in the near future. Because of this projected growth, we strongly support the proposal to modify street addresses. This would provide additional information to assist public safety departments in locating residents and their properties.

Under past address guidelines, street names often did not include directional modifiers, such as SW and SE. This can sometimes make it difficult for emergency responders to know exactly where to go in an emergency—especially when trying to determine whether or not they need to cross the river to get to a scene.

A special team of city employees have met for more than eighteen months to evaluate options and come up with a solution that minimizes change those affected. We have evaluated current GPS technology and other way-finding tools to help us navigate the new streets, developments and major arterial roadways that will be built. Based on our research, we believe now is time to move forward with adding a simple prefix to current addresses south of the Raccoon River so we are positioned for future expansion and development in the area.

While we understand and appreciate that this proposed change may present a temporary inconvenience for residents who currently live south of the river, the safety of our West Des Moines residents is our highest priority. We hope you will join us in supporting this change.

Thank you for your consideration and for all that you continue to do for West Des Moines.

Sincerely,

Shaun LaDue  
Police Chief

Donald Cox  
Fire Chief

Jeff Dumermuth  
EMS Chief

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 ROADWAYS LOCATED SOUTH OF THE RACCOON RIVER WITHIN THE CORPORATE LIMITS**

**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 the roadways within Polk, Dallas, Warren and Madison Counties, as identified in Exhibit A attached.

**Section 2.** Subsequent to its adoption and publication, the Mayor and City Clerk shall certify and file this Ordinance with the County Recorder, County Assessor, and County Auditor of Polk County, Dallas County, Warren County and Madison County, all within the State of Iowa.

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

**Section 4. 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 5. 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 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**

<b>Existing Roadway Name</b>	<b>New Roadway Name</b>	<b>County</b>
Adams Street	SE Adams Street	Warren
Army Post Road	SE Army Post Road (west of Veterans Pkwy)	Polk
Beaverbrook Trail	SE Beaverbrook Trail	Warren
Browns Woods Drive	SE Browns Woods Drive	Polk
Browns Woods Drive	SE Browns Woods Court	Polk
County Line Road <i>(Assessor data indicates as 'County Line Road': Residents have informed Staff that it is 'S County Line Road')</i>	SE County Line Road	Polk
Creechill Way	SE Creechill Way	Warren
Fox Valley Court	SE Fox Valley Court	Warren
Fox Valley Drive	SE Fox Valley Drive	Warren
Juliann Road	SE Juliann Road	Polk
Maffitt Lake Court	SE Maffitt Lake Court	Polk
Maffitt Lake Road	SE Maffitt Lake Road	Polk
N Greenlee Avenue <i>(Street. John's Cemetery)</i>	SE Greenlee Avenue	Warren
Pine Avenue	SE Pine Avenue	Polk
S 11 <sup>th</sup> Street	SE 11 <sup>th</sup> Street	Polk
S 12 <sup>th</sup> Street	SE 12 <sup>th</sup> Street	Polk
S 13 <sup>th</sup> Street	SE 13 <sup>th</sup> Street	Polk
S 14 <sup>th</sup> Street	SE Walnut Woods Court	Polk
S 1st Street	SE 1st Street	Polk
S 22 <sup>nd</sup> Street	SE 22 <sup>nd</sup> Street	Polk
S 35 <sup>th</sup> Street	SE 35 <sup>th</sup> Street	Polk Warren
S 42 <sup>nd</sup> Street	SE 42 <sup>nd</sup> Street	Polk
S 4 <sup>th</sup> Street	SE 4 <sup>th</sup> Street	Polk
S 50 <sup>th</sup> Street	SE 50 <sup>th</sup> Street	Polk
S 5 <sup>th</sup> Street	SE 5 <sup>th</sup> Street	Polk
S 6 <sup>th</sup> Court	SE Browns Woods Ridge	Polk
S 7 <sup>th</sup> Drive	SE Browns Woods Lane	Polk
S 9 <sup>th</sup> Lane	SE Browns Woods Cove	Polk
S Orilla Road	SE Orilla Road	Polk Warren
S Grosbeak Point	SE Grosbeak Pt	Warren
S Woodbridge Drive	SE Woodbridge Drive	Polk
Sylvan Rill Road	SE Sylvan Rill Road	Polk
Timber Ridge Lane	SW Timber Ridge Lane	Madison
Walnut Woods Drive	SE Walnut Woods Drive	Polk
Willow Creek Street	SE Willow Creek Street	Polk
S 54 <sup>th</sup> Street	SW 54 <sup>th</sup> Street	Polk
S 56 <sup>th</sup> Street	SW 56 <sup>th</sup> Street	Polk
370 <sup>th</sup> Court	SW 370 <sup>th</sup> Court	Dallas
Lake Ridge Drive	SW Lake Ridge Drive	Polk
Landview Drive	SW Landview Drive	Polk

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

**Date: January 12, 2015**

**ITEM:** Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) to add a definition for Antiques, Collectibles and Flea Markets and Amend Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) to make SIC 5932-02, Antiques a Permitted Use in the Neighborhood Commercial zoning district and to make SIC 7389-14, Flea Markets a Permitted Use in the Regional Commercial District, the Community Commercial District, the Valley Junction Historic Business District, and the Warehouse Retail District with no outdoor displays – Brad Brody – AO-002565-2014

**ORDINANCE: Approval of First Reading of the Ordinance**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Brad Brody, Strategic Growth Capital Inc., has requested an amendment to the City Code, Title 9, *Zoning, Chapter 6, Commercial, Office, and Industrial Zoning District, Section 6, Commercial, Office, and Industrial Use Regulations, Subsection C, Table 6.1, Use Matrix* to allow SIC 5932-02 as a Permitted use in the Neighborhood Commercial Zoning District. Mr. Brody is in the process of purchasing the former Dahl's store at 1208 Prospect for an antiques and collectibles store. The Neighborhood Commercial zoning district does not allow antique stores. The Community Commercial zoning district does, however Staff does not recommend changing the zoning of the property or the surrounding properties because of other uses allowed in the Community Commercial district that would not be appropriate for the area such as auto related uses, drive through restaurants, and adult entertainment.

In conjunction with Mr. Brody's proposed amendment, Staff is requesting an amendment to Title 9, *Zoning, Chapter 2, Zoning Rules and Definitions*, to define antiques and collectibles and to define flea markets and an amendment to Title 9, *Zoning, Chapter 6, Commercial, Office, and Industrial Zoning District, Section 6, Commercial, Office, and Industrial Use Regulations, Subsection C, Table 6.1, Use Matrix* to allow SIC 7389-14, Flea Markets as a Permitted Use in the Regional Commercial, the Community Commercial, the Valley Junction Historic Business, and the Warehouse Retail zoning districts.

**Plan and Zoning Commission Action:**

**Vote:** 5-0 approval, Commissioner Andersen Abstaining, Commission Brown Absent

**Date:** January 5, 2015

**Motion:** Adopt a resolution recommending the City Council approve the first reading of the amendment to the Title 9, *Zoning*

**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: December 4, 2014*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Noticing Information
- Property Owner/Applicant/Applicant Representative 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 ordinance amendment to Title 9, Zoning Code, Chapter 2 and Chapter 6 as described above, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP *KAR*

**Staff Reviews:**

Department Director	<i>[Signature]</i>
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>JBW</i>
Agenda Acceptance	<i>RTG</i>

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Date(s) Published	December 26, 2014
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	December 4, 2014.		
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 & Zoning Commission Resolution
- Attachment B - Proposed Ordinance (*now Exhibit II*)
- Exhibit II - Ordinance

**CITY OF WEST DES MOINES  
PLAN AND ZONING COMMISSION**

**Meeting Date:** January 5, 2015

**Item:** Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) to add a definition for Antiques, Collectibles and Flea Markets and Amend Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) to make SIC 5932-02, Antiques a Permitted Use in the Neighborhood Commercial zoning district and to make SIC 7389-14, Flea Markets a Permitted Use in the Regional Commercial District, the Community Commercial District, the Valley Junction Historic Business District, and the Warehouse Retail District with no outdoor displays – Brad Brody – AO-002565-2014

**Request Action:** Approval of an amendment to the ordinance

**Case Advisor:** Kara Tragesser, AICP



**Applicant's Request:** Brad Brody, Strategic Growth Capital Inc., has requested an amendment to the City Code, Title 9, *Zoning*, Chapter 6, *Commercial, Office, and Industrial Zoning District*, Section 6, *Commercial, Office, and Industrial Use Regulations*, Subsection C, Table 6.1, *Use Matrix* to allow SIC 5932-02 as a Permitted use in the Neighborhood Commercial Zoning District. Mr. Brody is in the process of purchasing the former Dahl's store at 1208 Prospect for an antiques and collectibles store. The Neighborhood Commercial zoning district does not allow antique stores. The Community Commercial zoning district does, however Staff does not recommend changing the zoning of the property or the surrounding properties because of other uses allowed in the Community Commercial district that would not be appropriate for the area such as auto related uses, drive through restaurants, and adult entertainment.

In conjunction with Mr. Brody's proposed amendment, Staff is requesting an amendment to Title 9, *Zoning*, Chapter 2, *Zoning Rules and Definitions*, to define antiques and collectibles and to define flea markets and an amendment to Title 9, *Zoning*, Chapter 6, *Commercial, Office, and Industrial Zoning District*, Section 6, *Commercial, Office, and Industrial Use Regulations*, Subsection C, Table 6.1, *Use Matrix* to allow SIC 7389-14, Flea Markets as a Permitted Use in the Regional Commercial, the Community Commercial, the Valley Junction Historic Business, and the Warehouse Retail zoning districts.

**City Council Subcommittee:** This item was discussed at the December 4, 2014, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance.

**Staff Review and Comment:** There are no outstanding issues.

**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.

**Noticing Information:** On December 26, 2014, notice of the January 5, 2015, Plan and Zoning Commission public hearing for this project was published in the *Des Moines Register*.

**Staff Recommendation and Conditions of Approval:** Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

**Attachments:**

- Attachment A – Proposed Resolution
- Exhibit A – Proposed Ordinance

RESOLUTION NO. PZC-15-01

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO ADD A DEFINITION FOR ANTIQUES AND COLLECTIBLES AND FLEA MARKETS AND TO AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO MAKE SIC 5932-02, ANTIQUES, A PERMITTED USE IN THE NEIGHBORHOOD COMMERCIAL ZONING DISTRICT AND TO MAKE SIC 7389-14, FLEA MARKETS A PERMITTED USE IN THE REGIONAL COMMERCIAL DISTRICT, THE COMMUNITY COMMERCIAL DISTRICT, THE VALLEY JUNCTION HISTORIC BUSINESS DISTRICT, AND THE WAREHOUSE RETAIL DISTRICT WITH NO OUTDOOR DISPLAYS**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, and Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, Brady Brody requests an amendment to Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) to make SIC 5932-02, Antiques, a Permitted Use in the Neighborhood Commercial zoning district

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, and Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) to add a definition for Antiques and Collectibles and a definition for Flea Markets and an amendment to Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) make SIC 7389-14, Flea Markets a Permitted Use in the Regional Commercial District, the Community Commercial District, the Valley Junction Historic Business District, and the Warehouse Retail District with no outdoor displays;

**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**, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

**WHEREAS**, this Commission did consider the application for an amendment to ordinance;

**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 or as amended orally at the Plan and Zoning Commission public are adopted.

**SECTION 2.** AMENDMENT TO ORDINANCE (AO-002565-2014) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on January 5, 2015.



Erica Andersen, Chairperson  
Plan and Zoning Commission

ATTEST:



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 January 5, 2015 by the following vote:

AYES: Costa, Cownie, Erickson, Hatfield, Crowley

NAYS: -0-

ABSTENTIONS: Andersen

ABSENT: Brown

ATTEST:

  
Recording Secretary

Prepared by: KTragesser, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265, 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.**

**TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO ADD A DEFINITION FOR ANTIQUES AND COLLECTIBLES AND FLEA MARKETS AND TO AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO MAKE SIC 5932-02, ANTIQUES, A PERMITTED USE IN THE NEIGHBORHOOD COMMERCIAL ZONING DISTRICT AND TO MAKE SIC 7389-14, FLEA MARKETS A PERMITTED USE IN THE REGIONAL COMMERCIAL DISTRICT, THE COMMUNITY COMMERCIAL DISTRICT, THE VALLEY JUNCTION HISTORIC BUSINESS DISTRICT, AND THE WAREHOUSE RETAIL DISTRICT WITH NO OUTDOOR DISPLAYS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**Section 1. Amendment.** Title 9: Zoning, Chapter 2: Zoning Rules and Definitions, is hereby amended to place in alphabetical order the following definitions:

**ANTIQUES AND COLLECTIBLES:** an antique belongs in earlier time, fashion, or style and is often valuable. Antiques are commonly accepted as being at least 100 years old, and or is made in or representative of the work of an earlier period of time. A collectible is an item that is collected or desirable because of its craftsmanship, age, beauty, rarity, condition, utility, personal emotion connection or other unique features. A collectible is usually kept as a part of a group of similar things. Antiques and collectible stores will be organized to provide for one point of sale, even if individual stalls are rented.

**FLEA MARKET:** a market for second hand articles. May or may not charge a fee to enter. Stalls are individually rented with their own point of sale.

**Section 2. Amendment.** Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) is hereby amended by add the text in bold lettering:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
5932 -02 Antiques and Collectible s	P	P	P			P	P	P							
7389-14 Flea Markets (No outdoor display)	P	P					P	P							

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

**Section 4. 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 5. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 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 from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T Jacobson  
City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2015, and was published in the Des Moines Register on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: January 12, 2015

**ITEM:**

- Public Hearing (5:35 p.m.)  
Approving the Final Design, Site Selection, and Acquisition of Property Including Agricultural Property  
Fox Creek Sanitary Trunk Sewer Extension

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

After input is received during the Public Hearing, staff recommends closing the hearing and approving the attached Resolution which approves the design and location of the project, the acquisition of property (including agricultural property) necessary for the project at the fair market value to be established by compensation estimate and/or appraisal, the hiring of an appraiser and the initiation and completion of condemnation proceedings if necessary.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving the Final Design, Site Selection, and Acquisition of Property including Agricultural Property

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

**STAFF REVIEWS**

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

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	January 3, 2015

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE  
FINAL DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF  
PROPERTY, INCLUDING AGRICULTURAL PROPERTY, FOR THE  
CONSTRUCTION OF THE FOX CREEK SANITARY  
TRUNK SEWER EXTENSION PROJECT,**

**WHEREAS**, the City of West Des Moines has previously approved funding for the construction of the Fox Creek Sanitary Trunk Sewer Extension Project, Project Number 0510-005-2015 (hereinafter "Project"); and

**WHEREAS**, the proposed project site 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 Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

**WHEREAS**, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

**WHEREAS**, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on January 2, 2015, a copy of which is on file in the Office of the City Clerk; and

**WHEREAS**, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

**WHEREAS**, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the Fox Creek Sanitary Trunk Sewer Extension Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the Fox Creek Sanitary Trunk Sewer Extension Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.

3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.
4. The public hearing on this matter is closed.
5. The design and location of the Fox Creek Sanitary Trunk Sewer Extension Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. 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.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. 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 M.A.I. 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).
10. 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.
11. 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 12th day of January, 2015.

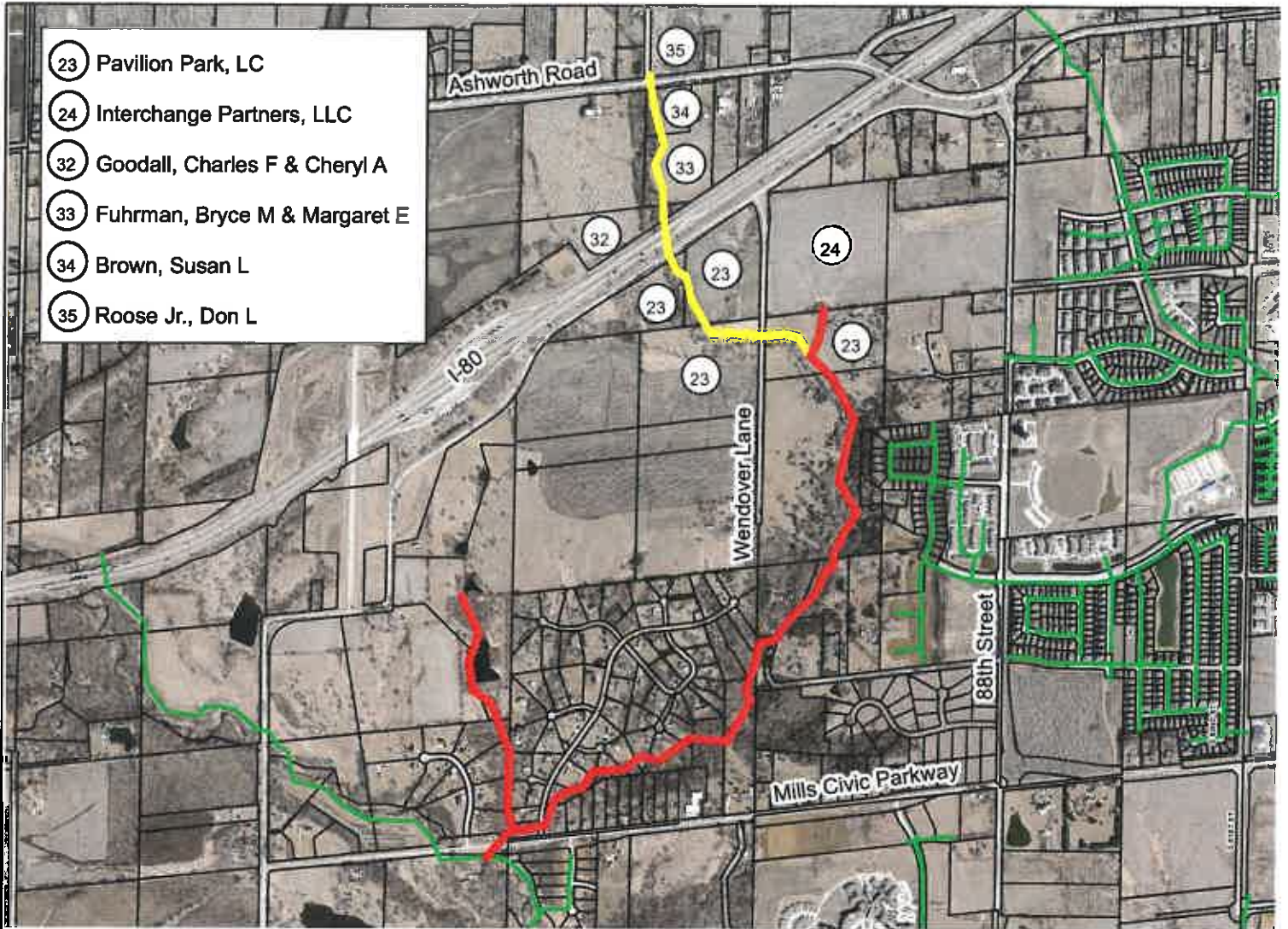
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Steven K. Gaer, Mayor

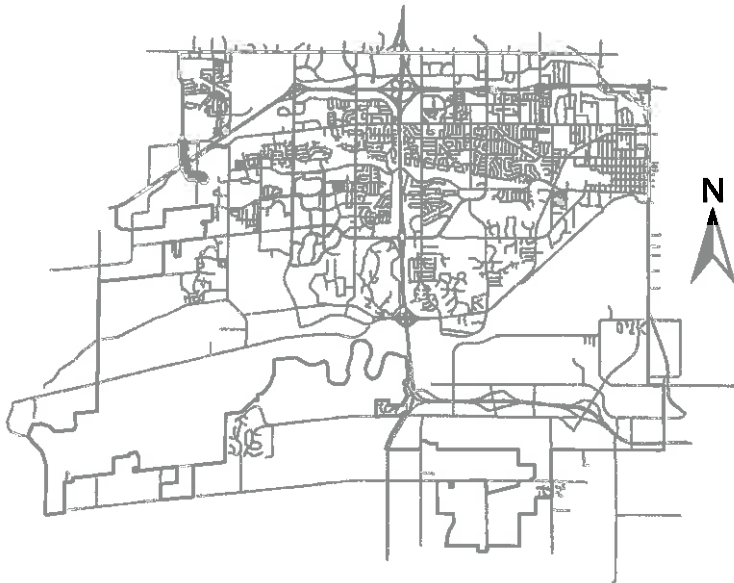
ATTEST:

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Ryan T. Jacobson, City Clerk



**VICINITY MAP**



**LEGEND**

- PROJECT LOCATION
- FOX CREEK TRUNK SEWER EXTENSION
- FOX CREEK TRUNK SEWER
- EXISTING SEWER



**DEPARTMENT OF ENGINEERING SERVICES**  
 4200 MILLS CIVIC PARKWAY (515) 222-3620  
 WEST DES MOINES, IOWA 50265  
 FAX NO. (515)273-0602

PROJECT: <b>Fox Creek Trunk Sewer Extension</b>		
Project No. 0510-005-2015		
LOCATION: <b>Wendover Lane - South of I-80 to Ashworth Road</b>		
DRAWN BY: JMS	DATE: 11/17/14	SHT. 1 OF 1

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

**DATE: January 12, 2015**

**ITEM:**

Resolution - Approval of the Acquisition of Property, Including Agricultural Property  
Grand Avenue Improvements, Phase 5  
Raccoon River Park Entrance to South 35<sup>th</sup> Street

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

After input is received during the Public Hearing, staff recommends closing the hearing and approving the attached Resolution which approves the design and location of the project, the acquisition of property (including agricultural property) necessary for the project at the fair market value to be established by compensation estimate and/or appraisal, the hiring of an appraiser, and the initiation and completion of condemnation proceedings if necessary.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving the Acquisition of Property, Including Agricultural Property

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Dates(s) Published	January 3, 2015

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split



**RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE FINAL DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF PROPERTY, INCLUDING AGRICULTURAL PROPERTY, FOR THE CONSTRUCTION OF THE GRAND AVENUE PHASE 5 IMPROVEMENTS PROJECT**

**WHEREAS**, the City of West Des Moines has previously approved funding for the Grand Avenue Phase 5 Improvements Project, Project Number 0510-019-2013 (hereinafter "Project"); and

**WHEREAS**, the proposed project site 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 Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

**WHEREAS**, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

**WHEREAS**, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on January 2, 2015, a copy of which is on file in the Office of the City Clerk; and

**WHEREAS**, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

**WHEREAS**, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the Grand Avenue Improvement Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the Grand Avenue Phase 5 Improvements Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.
3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.

4. The public hearing on this matter is closed.
5. The design and location of the Grand Avenue Phase 5 Improvements Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. 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.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. 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 M.A.I. 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).
10. 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.
11. 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 12th day of January, 2015.

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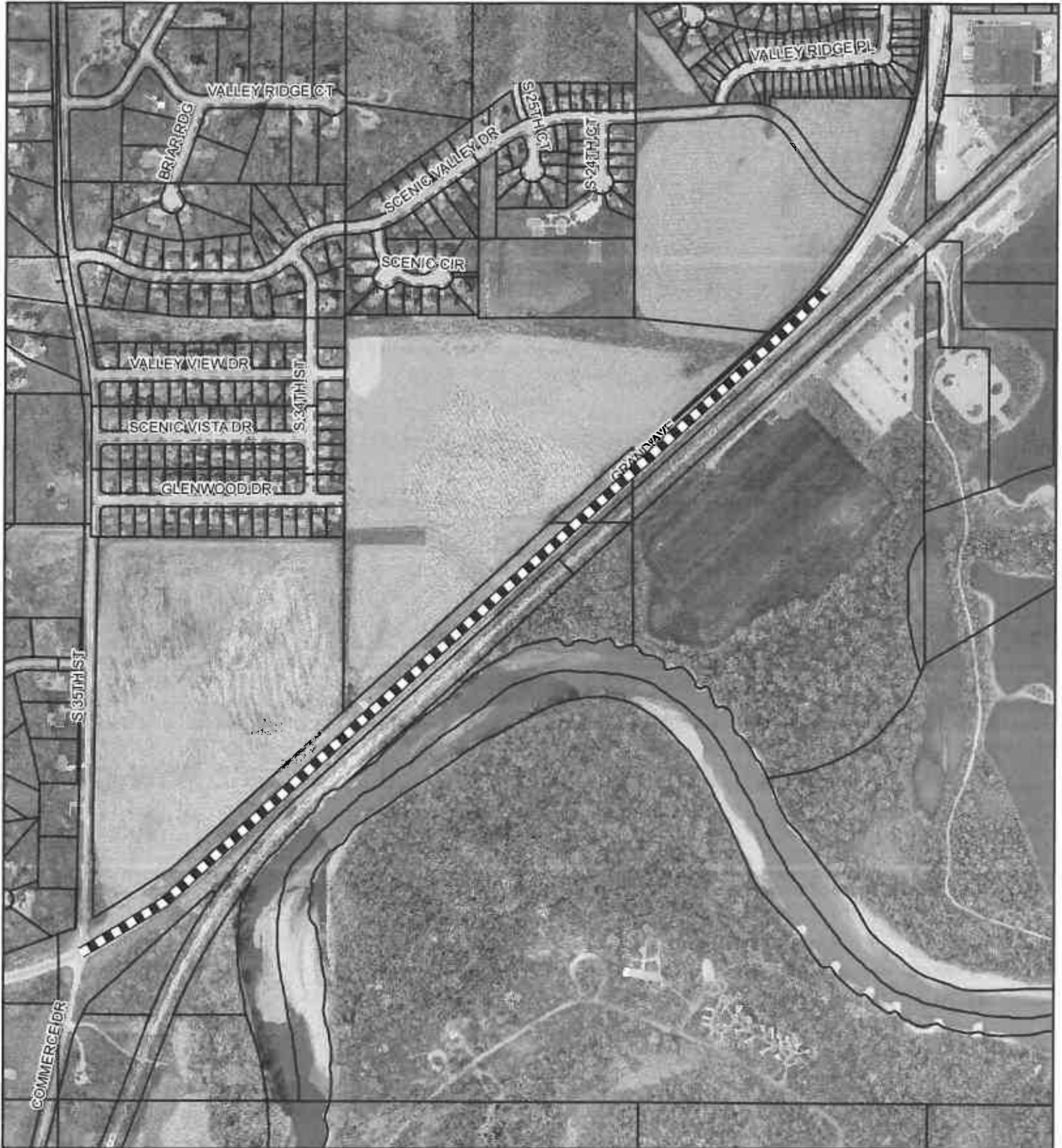
Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson, City Clerk

# Location Map



## Grand Avenue Reconstruction Phase 5 0510-019-2013



To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

### Legend

 Project Location

0 300 600 1,200  
 Feet

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

**DATE: January 12, 2015**

**ITEM:**

Resolution - Approval of the Acquisition of Property, Including Agricultural Property  
South 8<sup>th</sup> Street Improvements  
Army Post Road to Pine Avenue

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

After input is received during the Public Hearing, staff recommends closing the hearing and approving the attached Resolution which approves the design and location of the project, the acquisition of property (including agricultural property) necessary for the project at the fair market value to be established by compensation estimate and/or appraisal, the hiring of an appraiser, and the initiation and completion of condemnation proceedings if necessary.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving the Acquisition of Property, Including Agricultural Property

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Dates(s) Published	January 3, 2015

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE  
FINAL DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF  
PROPERTY, INCLUDING AGRICULTURAL PROPERTY, FOR THE  
CONSTRUCTION OF THE SOUTH 8<sup>TH</sup> STREET IMPROVEMENTS**

**WHEREAS**, the City of West Des Moines has previously approved funding for the South 8<sup>th</sup> Street Improvements Project, Project Number 0510-049-2014 (hereinafter “Project”); and

**WHEREAS**, the proposed project site 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 Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

**WHEREAS**, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

**WHEREAS**, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on January 2, 2015, a copy of which is on file in the Office of the City Clerk; and

**WHEREAS**, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

**WHEREAS**, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the South 8<sup>th</sup> Street Improvements Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the South 8<sup>th</sup> Street Improvements Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.
3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.

4. The public hearing on this matter is closed.
5. The design and location of the South 8<sup>th</sup> Street Improvements Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. 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.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. 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 M.A.I. 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).
10. 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.
11. 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 12th day of January, 2015.

ATTEST:

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Steven K. Gaer, Mayor

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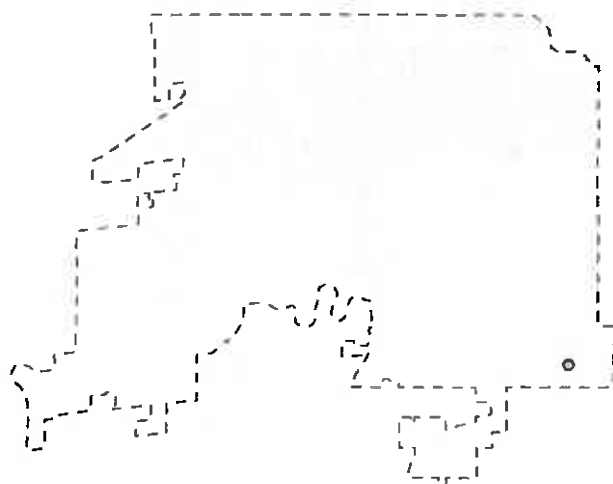
Ryan T. Jacobson, City Clerk



**VICINITY MAP**

**LEGEND**

PROJECT LOCATION 



**LEGEND**

PROJECT LOCATION 



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**  
500 S. 15TH STREET (515)222-3475  
WEST DES MOINES, IOWA 50265  
FAX NO. (515)222-3478

PROJECT:	<b>South 8th Street Reconstruction 0510-049-2014</b>		
LOCATION:	<b>South 8th Street Army Post Road to Pine Avenue</b>		
DRAWN BY: JKP	DATE: 05/27/2014	SHT. 1 OF 1	

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

**DATE: January 12, 2015**

**ITEM:**

Resolution - Approval of the Acquisition of Property, Including Agricultural Property  
South 88<sup>th</sup> Street Improvements  
Booneville Road to Sugar Creek Drive

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

After input is received during the Public Hearing, staff recommends closing the hearing and approving the attached Resolution which approves the design and location of the project, the acquisition of property (including agricultural property) necessary for the project at the fair market value to be established by compensation estimate and/or appraisal, the hiring of an appraiser, and the initiation and completion of condemnation proceedings if necessary.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving the Acquisition of Property, Including Agricultural Property

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

**STAFF REVIEWS**

Department Director	Duane C. Wittstock, City Engineer <i>D.C.W.</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	Des Moines Register
Dates(s) Published	January 3, 2015

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split



**RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE FINAL  
DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF PROPERTY,  
INCLUDING AGRICULTURAL PROPERTY, FOR THE CONSTRUCTION OF THE SOUTH  
88<sup>TH</sup> STREET IMPROVEMENTS**

**WHEREAS**, the City of West Des Moines has previously approved funding for the South 88<sup>th</sup> Street Improvements Project, Project Number 0510-020-2014 (hereinafter "Project"); and

**WHEREAS**, the proposed project site 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 Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

**WHEREAS**, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

**WHEREAS**, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on January 2, 2015, a copy of which is on file in the Office of the City Clerk; and

**WHEREAS**, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

**WHEREAS**, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the South 88th Street Improvements Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the South 88th Street Improvements Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.
3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.

4. The public hearing on this matter is closed.
5. The design and location of the South 88th Street Improvements Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. 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.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. 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 M.A.I. 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).
10. 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.
11. 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 12th day of January, 2015.

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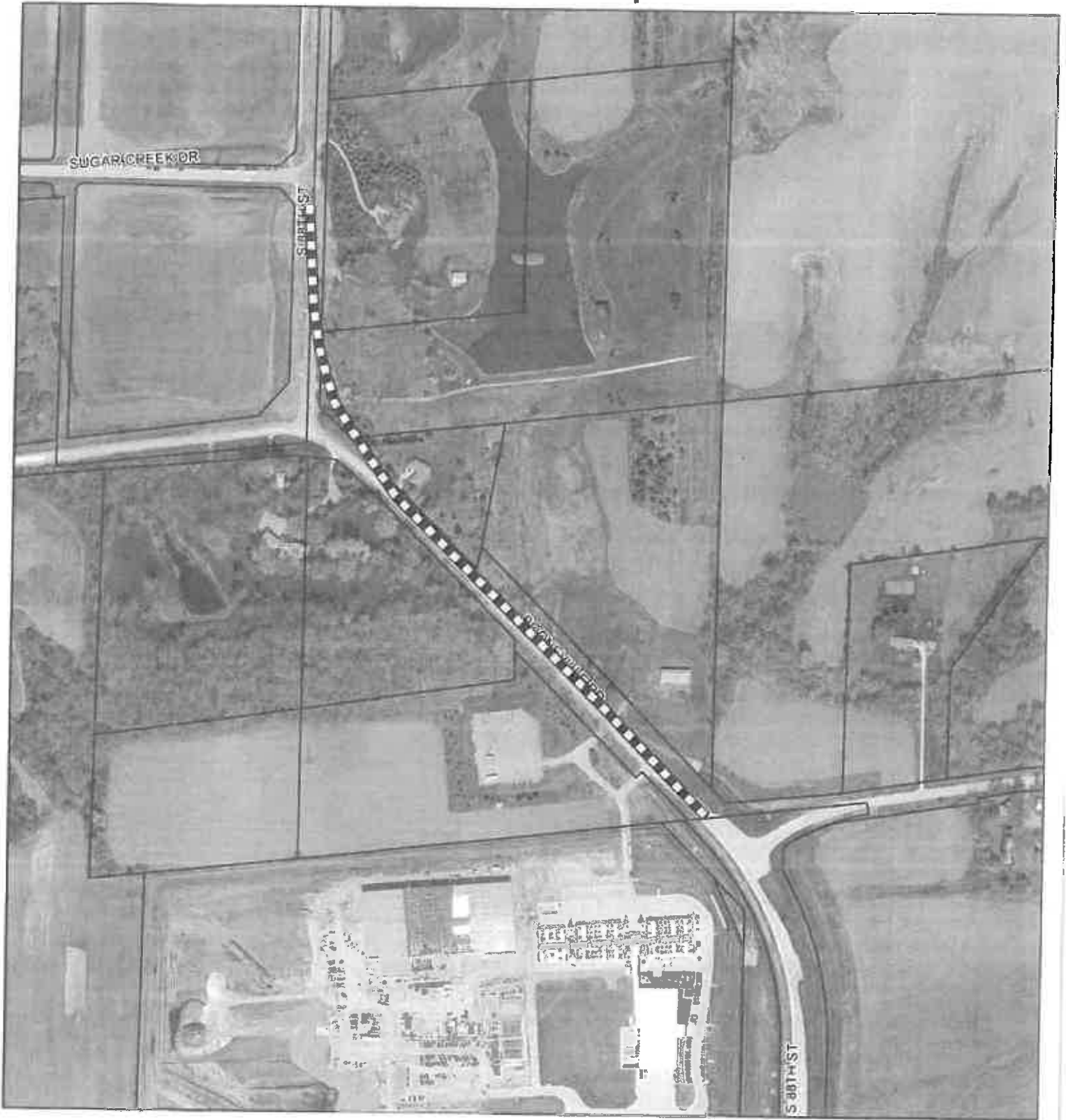
Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson, City Clerk

# Location Map



**S 88th Street  
Sugar Creek Drive to Booneville (south)  
Engineering Services Agreement  
0510-020-2014**



To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

## Legend

 Project Location

0 250 500 Feet

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

**DATE: January 12, 2015**

**ITEM:**

Resolution - Approval of the Acquisition of Property, Including Agricultural Property  
South 60<sup>th</sup> Street Improvements  
Grand Avenue to Mills Civic Parkway

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

After input is received during the Public Hearing, staff recommends closing the hearing and approving the attached Resolution which approves the design and location of the project, the acquisition of property (including agricultural property) necessary for the project at the fair market value to be established by compensation estimate and/or appraisal, the hiring of an appraiser, and the initiation and completion of condemnation proceedings if necessary.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving the Acquisition of Property, Including Agricultural Property.

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Dates(s) Published	January 3, 2015

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	January 5, 2015		
Recommendation	Yes	No	Split

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE FINAL  
DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF PROPERTY,  
INCLUDING AGRICULTURAL PROPERTY, FOR THE CONSTRUCTION OF THE SOUTH  
60<sup>th</sup> STREET IMPROVEMENTS**

**WHEREAS**, the City of West Des Moines has previously approved funding for the South 60<sup>th</sup> Street Improvements Project, Project Number 0510-021-2014 (hereinafter “Project”); and

**WHEREAS**, the proposed project site 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 Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

**WHEREAS**, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

**WHEREAS**, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on January 2, 2015, a copy of which is on file in the Office of the City Clerk; ad

**WHEREAS**, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

**WHEREAS**, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the South 60<sup>th</sup> Street Improvements Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the South 60<sup>th</sup> Street Improvements Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.
3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.

4. The public hearing on this matter is closed.
5. The design and location of the South 60th Street Improvements Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. 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.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. 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 M.A.I. 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).
10. 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.
11. 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 12th day of January, 2015.

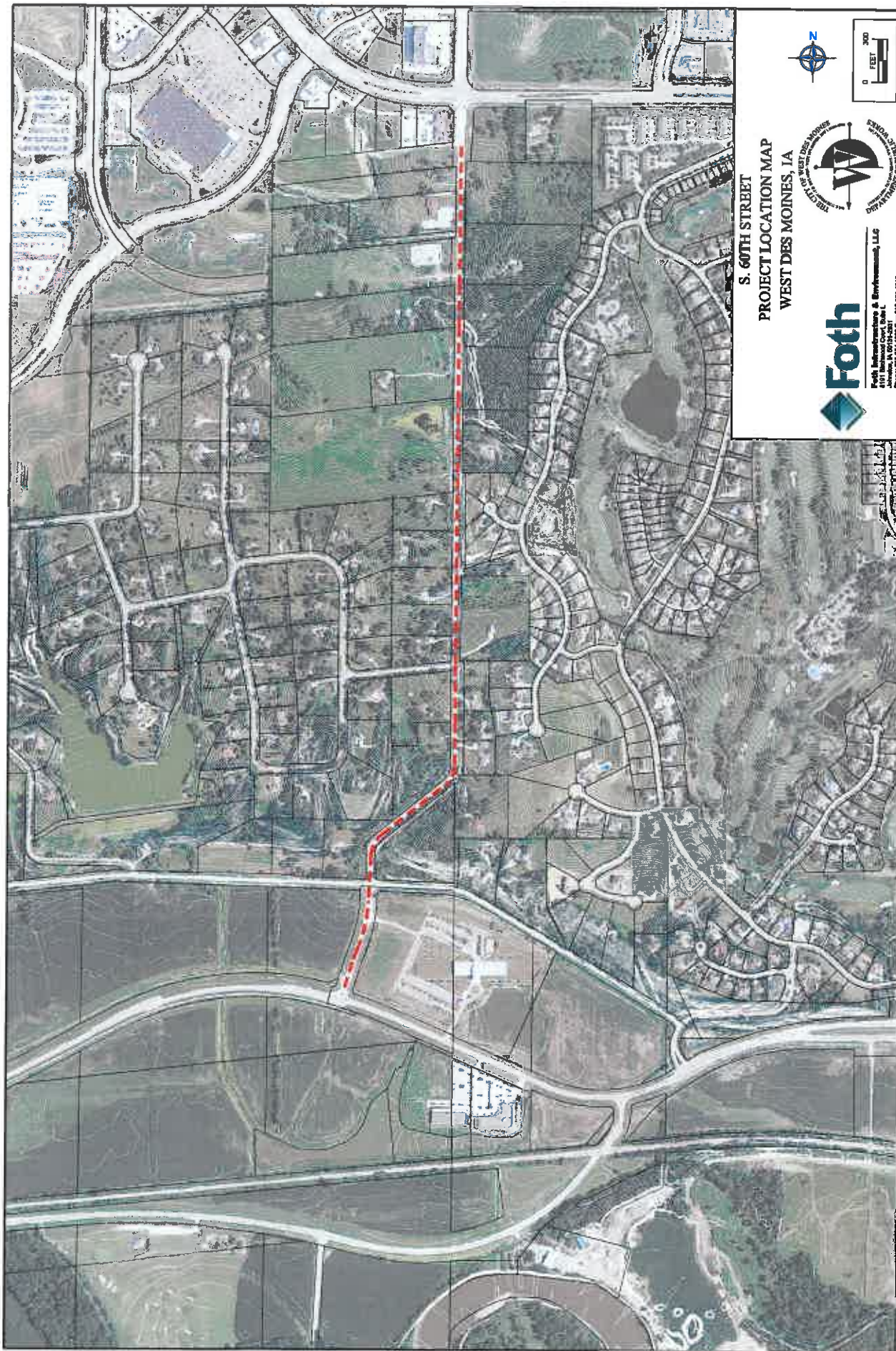
ATTEST:

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Steven K. Gaer, Mayor

---

Ryan T. Jacobson, City Clerk



**S. 60TH STREET  
PROJECT LOCATION MAP  
WEST DES MOINES, IA**



**Foth**  
Foth Infrastructure & Environment, LLC  
Aurora, IL 60015-2511  
Phone: 708-954-1500 Fax: 815-954-9442

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

**Date: January 12, 2015**

**ITEM:** Willow Creek Plat 1, Southeast corner of Pine Avenue and S8th Street - Approval of Final Plat to create 7 lots and 3 street lots – Microsoft Corporation –FP-002544-2014

**RESOLUTION: Approval and Release of Final Plat**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Microsoft Corporation, is requesting approval of the Willow Creek Plat 1 Final Plat to create seven (7) lots and three (3) public street lots. Six of the seven lots are for Microsoft's use, while the seventh lot is for the new Willow Creek Substation to be constructed by MidAmerican Energy. Streets lots adjacent to the north (existing Pine Ave), east (existing Willow Creek Street) and south (White Crane Road) boundaries are being platted and will be deeded to the City. Both Pine and Willow Creek Street are held in roadway easements today. White Crane Road along the south was provided to the City via acquisition plats; however, it is being replatted as a street lot parcel in this plat for historical clarity.

**CITY COUNCIL SUBCOMMITTEE:** As approval of the Final Plat is a formality, this item was presented to the Development and Planning City Council Subcommittee on November 20, 2014, as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

**OUTSTANDING ISSUES:** There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. Staff would note the following items of interest:

- **Water and Sanitary Sewer Fee District Fees:** The Willow Creek Plat 1 property is located within the South Sanitary Sewer Connection Fee District and the South Water Connection Fee District. In conjunction with the subdivision of property, the property owner is required to pay the per acre connection fees. In this case, the water fee is approximately \$743,000 and the sewer fee is approximately \$814,000. The applicant is aware of the fees and not objecting to paying; however, they need additional time to request the funds through their proper corporate channels. As it is necessary to get the plat recorded so that the lot being created for the substation can be transferred to MidAmerican Energy, staff is recommending a condition of approval be placed on the Final Plat requiring payment of the fees prior to issuance of an occupancy permit, including temporary occupancy permits for the administration building currently under construction.

Staff would also note that as part of this approval, the Council is approving and accepting the following:

- A deed for Lots B, & C (Willow Creek Street and Pine Avenue respectively) to be dedicated as public street right(s)-of-way;
- Legal documents to establish public easements for Sanitary Sewer; and
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property;

Finally, the City owns property (Street Lot A, White Crane Road) within the plat and by its approval of this project is consenting to the plat.

**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 , Willow Creek Plat 1 to establish seven (7) lots and three (3) street lots , subject to the applicant complying with all applicable City Code requirements and the following:

1. The applicant paying all costs associated with the South Water Connection Fee District and South Sanitary Sewer Connection Fee District prior to the issuance of any occupancy permits, including temporary occupancy permits, for the administration building being constructed on Lot 1 within the plat.

Lead Staff Member: Lynne Tweedy *[Signature]*

**Staff Reviews:**

Department Director	<i>[Signature]</i>
Appropriations/Finance	<i>[Signature]</i>
Legal	JBW
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)**

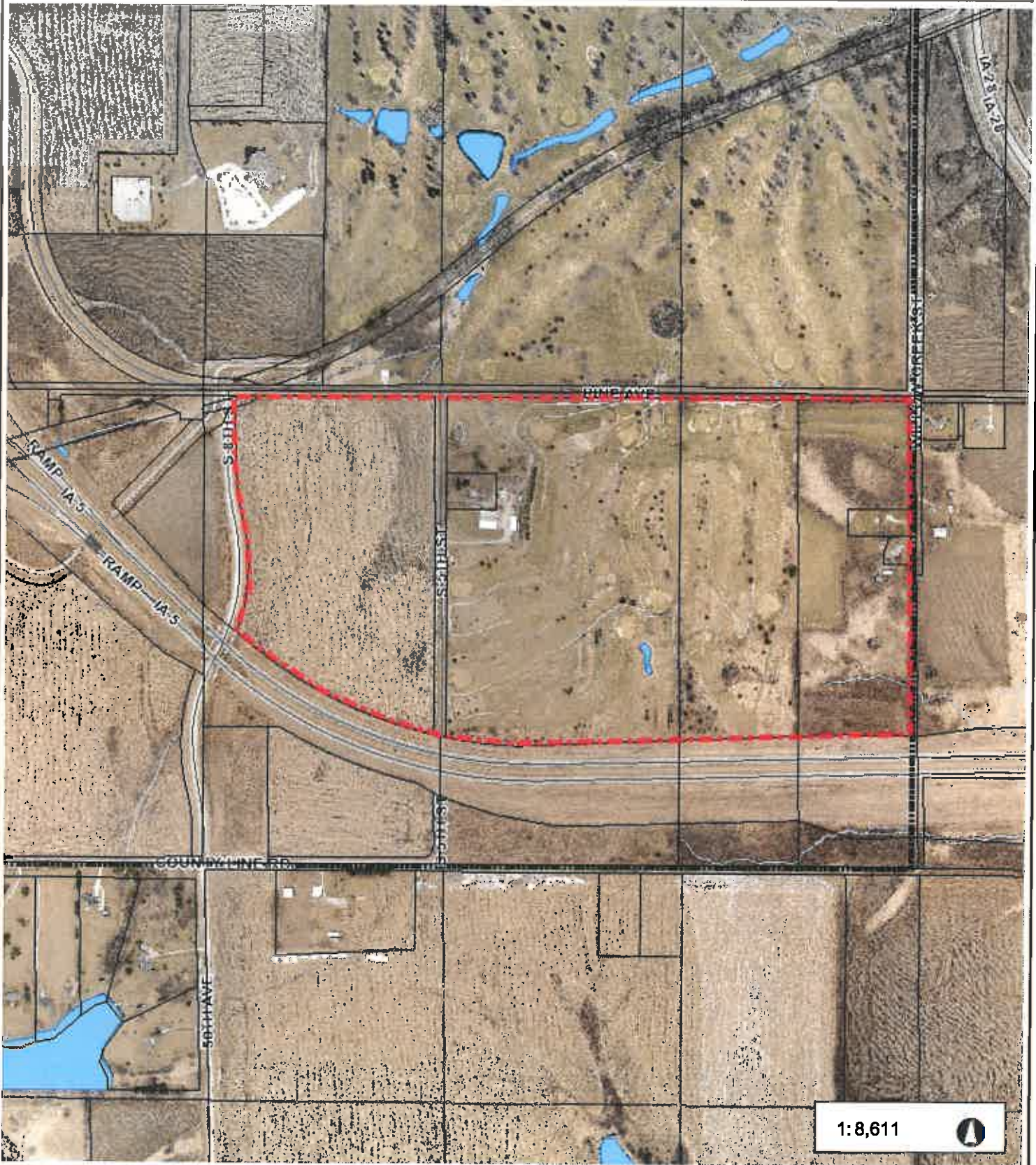
Committee	Development & Planning		
Date Reviewed	November 20, 2014		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Location Map
- Exhibit II - Final Plat
- Exhibit III - Resolution: Approval and Release of Final Plat



# Willow Creek Plat 1



1:8,611 

1,435.1      0      717.56      1,435.1 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

# WILLOW CREEK PLAT 1

## FINAL PLAT

**OWNER:**

LOTS 1-7, STREET LOTS B AND C  
 MICROSOFT CORPORATION  
 CONTACT: CHRIS SANDER  
 1 MICROSOFT WAY  
 REDMOND, WASHINGTON 98052  
 PHONE: (425) 706-8080

STREET LOT A  
 CITY OF WEST DES MOINES  
 POST OFFICE BOX 65320  
 WEST DES MOINES, IOWA 50265-0320  
 PHONE: (515) 222-3620

**APPLICANT REPRESENTATIVE:**

MICHAEL BROONER PLS  
 CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400

**PLAT DESCRIPTION**

A PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°44'05" EAST ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, 1899.11 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY 5; THENCE NORTH 88°39'30" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 406.92 FEET; THENCE SOUTH 87°11'50" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 280.47 FEET; THENCE SOUTH 87°54'07" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1555.25 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ALONG CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2473.75 FEET, WHOSE ARC LENGTH IS 1659.46 FEET AND WHOSE CHORD BEARS NORTH 68°54'28" WEST, 1628.52 FEET; THENCE NORTH 50°29'16" WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 65.47 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH 8TH STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1077.10 FEET, WHOSE ARC LENGTH IS 610.05 FEET AND WHOSE CHORD BEARS NORTH 3°27'49" EAST, 601.93 FEET; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1908.46 FEET, WHOSE ARC LENGTH IS 425.16 FEET AND WHOSE CHORD BEARS NORTH 06°22'48" WEST, 424.28 FEET; THENCE NORTH 00°00'08" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 235.47 FEET; THENCE NORTH 78°11'00" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 65.91 FEET; THENCE NORTH 55°49'48" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 79.45 FEET TO A POINT BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°43'16" WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER, 309.82 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°10'08" WEST ALONG SAID WEST LINE, 33.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°43'16" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 2641.54 FEET TO THE CENTER OF SAID SECTION 35; THENCE SOUTH 89°43'28" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1315.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 160.70 ACRES (7,000,160 SQUARE FEET).

**CURVE DATA:**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
(M) C1	32°27'04"	1077.10'	610.05'	N3°27'49"E	601.93'	(R)C1	N/S	1077.1'	610.1'	N3°28"E	602.0'
(M) C2	12°45'50"	1908.46'	425.16'	N6°22'48"W	424.28'	(R)C2	N/S	1908.5'	425.2'	N6°23"W	424.3'
(M) C3	10°08'32"	2473.75'	435.73'	N83°04'48"W	435.17'	(R)C3	N/S	2473.7'	435.7'	N83°05'30"W	435.2'
(M) C4	28°20'36"	2473.75'	1223.73'	N63°51'42"W	1211.29'	(R)C4	N/S	2473.7'	1223.7'	N63°52'30"W	1211.3'
C5	9°47'29"	1077.10'	184.07'	N14°47'37"E	183.84'						
C6	33°58'19"	2308.75'	1388.91'	N66°40'32"W	1348.95'						
C9	27°27'26"	2308.75'	1106.40'	S63°25'08"E	1095.84'						
C10	4°19'26"	2308.75'	174.23'	N85°49'27"W	174.19'						
C11	22°39'35"	1077.10'	425.98'	N1°25'55"W	423.21'						
C13	6°30'53"	2308.75'	262.51'	S80°24'15"E	262.37'						
C14	38°26'08"	2473.75'	1659.46'	N68°54'28"W	1628.52'						

**NOTE**

- MONUMENTS SHALL BE PLACED WITHIN A YEAR FROM THE RECORDING OF THE PLAT.
- THE BOUNDARY MEET 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.
- SOUTH 5TH STREET RIGHT OF WAY AND THE 10.00 FEET TELEPHONE EASEMENT RECORDED IN BOOK 4909, PAGE 700, ALL BEING LOCATED IN THE SUBJECT PROPERTY HAVE BEEN VACATED PER ORDINANCE #2049 AS RECORDED IN BOOK 15307, PAGES 961-962.
- LOTS 1-6 WILL BE ADDRESSED AS 550 WHITE CRANE ROAD. THE ADDRESS FOR LOT 7 IS 300 WHITE CRANE ROAD.

**DATE OF SURVEY:**

NOVEMBER 7, 2014

**BENCHMARKS:**

BENCH MARK WDM-BM-101  
 CITY OF WEST DES MOINES 1-1/2" SURVEY CAP IN CONCRETE CYLINDER 1,584 +/- FEET WEST OF INTERSECTION OF SOUTH 11TH STREET AND ARMY POST ROAD, 54.5 FEET NORTH OF THE CENTERLINE OF ARMY POST ROAD. (SEE CITY TIE)  
 ELEVATION = 172.02

BENCH MARK WDM-BM-110  
 CITY OF WEST DES MOINES 1-1/2" SURVEY CAP IN CONCRETE CYLINDER AT THE NORTHEAST CORNER OF S ORILLA ROAD AND SOUTH COUNTY LINE ROAD (SEE CITY TIE)  
 ELEVATION = 195.97  
 TO CONVERT FROM WEST DES MOINES DATUM TO NAVD88 DATUM ADD 774.01 FEET.

**EXISTING COMPREHENSIVE PLAN DESIGNATION:**

LIGHT INDUSTRIAL DISTRICT

**EXISTING ZONING:**

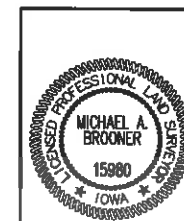
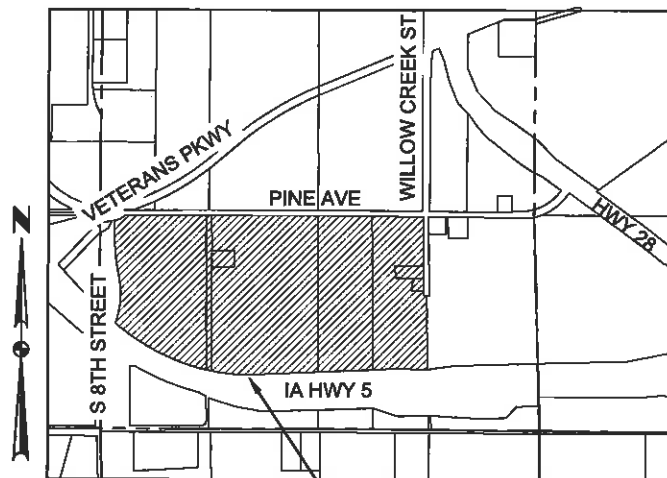
LIGHT INDUSTRIAL DISTRICT

**BULK REGULATIONS FOR PRINCIPAL AND ACCESSORY STRUCTURES:**

MINIMUM LOT AREA: 21,000 SF  
 MINIMUM SETBACK  
 FRONT YARD: 45'  
 REAR YARD: 40'  
 SIDE YARD: 50' (0' SETBACK IF ABUTS A SIMILAR DISTRICT)  
 MINIMUM LOT WIDTH: 75'  
 MAXIMUM HEIGHT: 60' (ADDITIONAL 12' OF HEIGHT FOR EACH ADDITIONAL 10' OF SETBACK)  
 OPEN SPACE REQUIRED: 20%

**VICINITY MAP:**

NOT TO SCALE



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.

MICHAEL A. BROONER, P.L.S. DATE \_\_\_\_\_

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 SHEETS ONE AND TWO

REVISIONS	DATE
THIRD SUBMITTAL	12/16/14
SECOND SUBMITTAL	12/10/14
FIRST SUBMITTAL	11/10/14

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

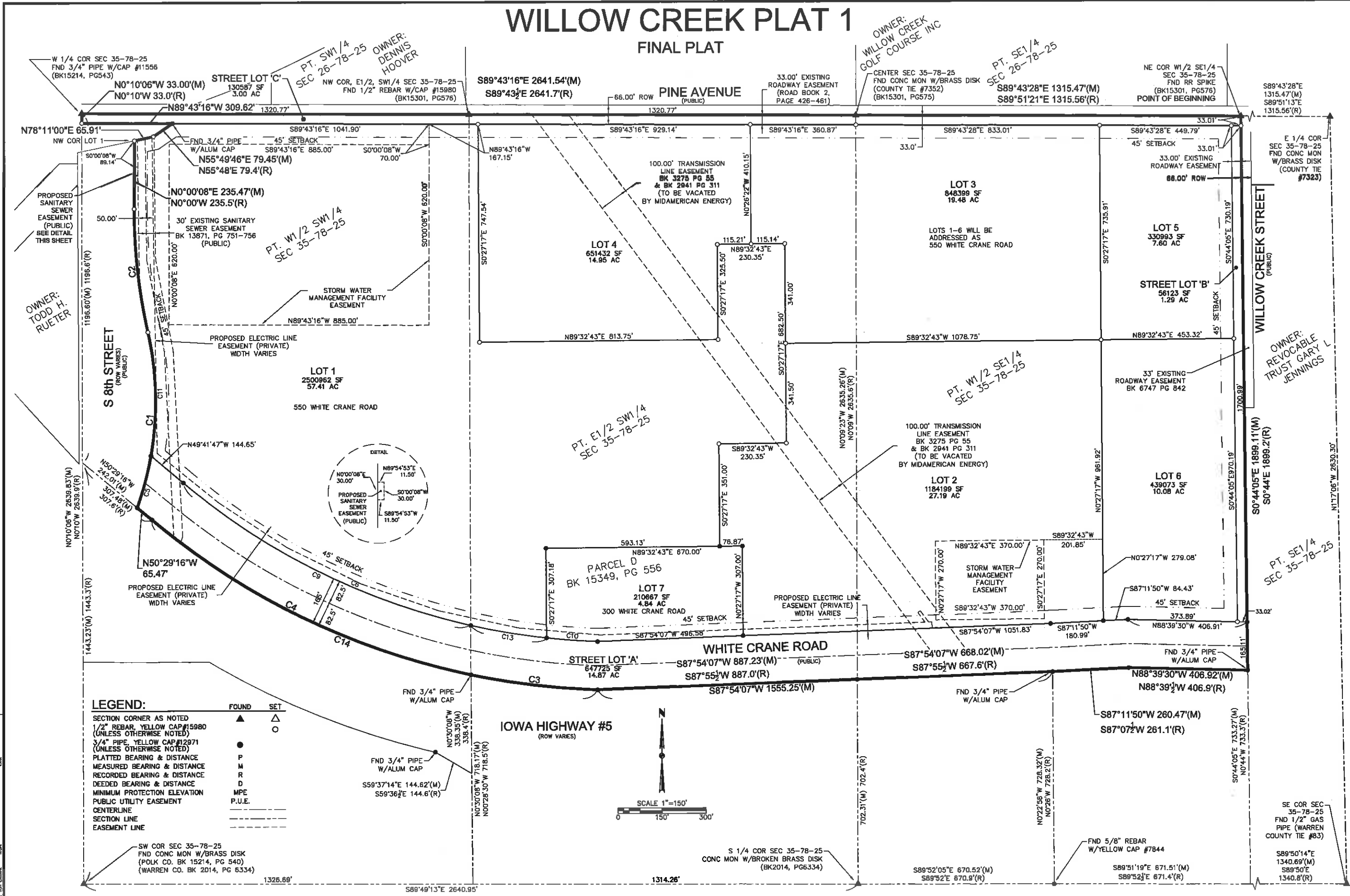


CIVIL DESIGN ADVANTAGE  
 WEST DES MOINES, IOWA

WILLOW CREEK PLAT 1  
 FINAL PLAT

FILED IN VICTORIA (WEST DES MOINES) FINAL PLAT 12/17/2014 8:13 AM  
 FILED BY: MICHAEL A. BROONER  
 DATE PLOTTED: 12/17/2014 8:13 AM  
 PLOTTED BY: JON BOWMAN

# WILLOW CREEK PLAT 1 FINAL PLAT



**LEGEND:**

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
3/4" PIPE, YELLOW CAP #12971 (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 CENTERLINE	P.U.E.	
SECTION LINE	---	
EASEMENT LINE	---	

DATE		REVISIONS		THIRD SUBMITTAL		SECOND SUBMITTAL		FIRST SUBMITTAL	
<p><b>WILLOW CREEK PLAT 1</b></p> <p><b>FINAL PLAT</b></p>									
<p><b>WILLOW CREEK PLAT 1</b></p> <p>3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410</p>					<p>TECH: _____</p> <p>ENGINEER: _____</p>				
<p>WEST DES MOINES, IOWA</p> <p><b>CIVIL DESIGN ADVANTAGE</b></p> <p><b>ESA</b></p>									
<p>SCALE 1"=150'</p> <p>0 150' 300'</p>									
<p>2/2</p> <p>1406.316</p>									

Prepared by: L.Twedt, City of WDM 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 AND RELEASING THE FINAL PLAT WILLOW CREEK PLAT 1 (FP-002544-2014) FOR THE PURPOSE OF CREATING SEVEN LOTS AND THREE STREET LOTS**

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, the applicant and property owner, Microsoft Corporation, has requested approval for a Final Plat(FP-002544-2014) for that 160.70 acre site located at the southeast corner of Pine Avenue and S8th Street for the purpose of subdividing the property into seven (7) lots and three (3) street lots;

Legal Description  
See attached Exhibit B

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 Willow Creek Plat 1 and recommended approval on November 24, 2014, and;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Willow Creek Plat 1 that was reviewed and approved by the City Council on December 1, 2014, and;

WHEREAS, on January 12, 2015, this City Council held a duly-noticed meeting to consider the application for the Willow Creek Plat 1 Final Plat (FP-002544-2014) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Willow Creek Plat 1 at their meeting on January 12, 2015, subject to any conditions of approval, and;

WHEREAS, there are no public improvements required of this plat, and;

WHEREAS, the necessary easements have been established for Sanitary Sewer, and;

WHEREAS, the applicant has supplied deeds to the City of West Des Moines for Lot(s) B and C to be dedicated as public street right(s)-of-way, and;

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property, and;

**WHEREAS**, the City owns property within the plat and is consenting to the plat and establishing Lot A as public street right-of-way, and;

**WHEREAS**, the City Council approves of the following address assignments;  
Lots 1-6 all will use 550 White Crane Road  
Lot 7 (MidAmerican Substation) is assigned 300 White Crane Road

**WHEREAS**, Willow Creek Plat 1 is zoned Light Industrial 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, dated January 12, 2015, or as amended orally at the City Council meeting of January 12, 2015, are adopted.

**SECTION 2.** Final Plat, Willow Creek Plat 1 (FP-002544-2014) is approved, subject to compliance with all the conditions in the staff report, dated January 12, 2015, including conditions added at the Hearing, 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 Final Plat (Willow Creek Plat 1) 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 January 12, 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 January 12, 2015, among other proceedings, Roll Call No. \_\_\_\_\_ approved said plat on January 12, 2015, and released said Final Plat for recordation.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of January, 2015.

\_\_\_\_\_  
Steven K Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**EXHIBIT A:  
CONDITIONS OF APPROVAL**

1. The applicant paying all costs associated with the South Water Connection Fee District and South Sanitary Sewer Connection Fee District prior to the issuance of any occupancy permits, including temporary occupancy permits, for the administration building being constructed on Lot 1 within the plat.

**EXHIBIT B:  
LEGAL DESCRIPTION**

## **LEGAL DESCRIPTION**

**PARCEL# 00402-532-015:**

EX BEG 87.2F S OF NW COR THN S 166.7F NE 116.4F NE 105.5F  
NE97.7F NE 79.4F TO S LN RD ROW W117.5F SW 199.1F TO  
POB- & -EX BEG 253.9F S OF NW COR THN S 942.7F SE  
242.1F NLY 610.1F NWLY 425.2F N 235.5F SW 31.8F SW 105.5F  
SW 116.4F TO POB- W 1/2 SW 1/4 LYG

**PARCEL# 00402-531-002:**

-EX S 200F N 660F W300F- E 1/2 SW 1/4 LYG N OF RELOC  
HWY 5 LESS 2.338A RD SEC 35-78-25

**PARCEL# 00402-531-003:**

S 200F N 660F W 300F E 1/2 SW 1/4 LESS .152 A ROAD SEC  
35-78-25

**PARCEL# 00402-543-001:**

W 1/4 SE 1/4 LYG N OF RELOC HWY 5 LESS RD SEC 35-78-25

**PARCEL# 00402-544-001:**

-EX S OF LN BEG SW COR THN N 728.2F ELY 668F TO E LN-  
& -EX E 381.48F S 150F N 784.9F- & -EX PAR B BK 11042  
PG 783- E 1/2 W 1/2 SE 1/4 SEC 35-78-25

**PARCEL# 00402-541-000:**

W 348.48F E 1691.11F S 150F N 784.9F SE 1/4 LESS RD SEC  
35-78-25

**PARCEL# 00402-544-002:**

PAR B BK 11042 PG 783 BEG 1341.63F W & 1687.8F N SE COR  
SE 1/4 THN N 159.38F W 144.09F SW 91.49F S 74.57F E  
179.11F TO POB SE 1/4 SEC 35-78-25



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

Date: January 12, 2015

**ITEM:** South Maple Grove Plat 14, Southwest corner of Westown Parkway and 88<sup>th</sup> Street – Plat property into 21 single family lots, 3 outlots, and 2 street lots – Mid-America Real Estate Company – FP-002348-2014

**RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Mid-America Real Estate Company, represented by Brad Cooper of Cooper Crawford and Associates, LLC, is requesting approval of a Final Plat for approximately 9.4 acres generally located at the southwest corner of Westown Parkway and 88<sup>th</sup> Street. The applicant proposes to subdivide the property into 21 single family lots, 2 outlots for storm water detention, 1 outlot for a landscape buffer and 2 street lots to be dedicated to the City.

**CITY COUNCIL SUBCOMMITTEE:** This item was presented to the Development and Planning City Council Subcommittee on August 28, 2014 and an informational item only. The Subcommittee expressed support of the development.

**OUTSTANDING ISSUES:** There are no outstanding issues. Staff notes the following:

- As part of development, detention ponds are typically finish graded and seeded. Since there are undeveloped parcels upstream from this project, the developer is concerned that silt from the construction of those parcels will enter this pond necessitating future grading measures. With staff's support, the developer is requesting to delay the finish work on the detention ponds until the last parcel that feeds into the drainage basin is completed. Staff recommends a condition of approval requiring the finish grading and seeding of the detention ponds part of the South Maple Grove Plat 14 and provide as-built drawings of said ponds at such time that the parcels in the upstream drainage basin are developed.

Staff would also note that as part of this approval, the Council is approving and accepting the following:

- Deeds for Lots A and B to be dedicated as public street right(s)-of-way
- Easements for sanitary sewers
- Easements for storm sewers
- Surety for the installation of sidewalks

**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, South Maple Grove Plat 14, to subdivide property into 21 single family lots, 2 outlots for storm water detention, 1 outlot for a landscape buffer and 2 street lots to be dedicated to the City, subject to the applicant complying with all applicable City Code requirements and the following:

1. The applicant completing the finish grading and seeding of the detention ponds that are part of South Maple Grove Plat 14 and provide as-built drawings of said ponds at such time that the parcels in the upstream drainage basin are developed.

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	August 28, 2014		
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



**South Maple Grove  
Plat 14  
FP-002348-2014**



NOT TO SCALE



- Unzoned
- Open Space/Agricultural (OS)
- Residential Estate (RE)
- Residential Single-Family (RS)
- Single-Family Residential (R-1)
- Single-Family - Commerce Residential (SF-CR)
- Single-Family - Valley Junction Residential (SF-VJ)
- Manufactured Housing (MH)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Neighborhood Commercial (NC)
- Convenience Commercial (CVC)
- Valley Junction Historic Business (VJHB)
- Valley Junction Commercial (VJC)
- Community Commercial (CMC)
- Support Commercial (SC)
- Regional Commercial (RC)
- Office (OF)
- Professional Commerce Park (PCP)
- Warehouse Retail (WWR)
- Business Park (BP)
- Valley Junction Light Industrial (VJLI)
- Light Industrial (LI)
- General Industrial (GI)
- PUD - Open Space
- PUD - Single Family Residential
- PUD - Medium Density Residential
- PUD - High Density Residential
- PUD - Business and Commercial
- PUD - Office

# FINAL PLAT ATTACHMENT B SOUTH MAPLE GROVE PLAT 14

West Des Moines, Iowa  
OWNER/APPLICANT  
MID-AMERICA REAL ESTATES CO.  
REGENCY WEST 2  
1401 50th STREET, SUITE 105  
WEST DES MOINES, IOWA 50266  
(515) 224-3600  
ZONING  
SOUTH MAPLE P.U.D.  
UNDERLYING ZONING  
RS-6 SINGLE FAMILY RESIDENTIAL  
COMPREHENSIVE PLAN LAND USE  
SINGLE FAMILY RESIDENTIAL (SF)

LEGAL DESCRIPTION  
A part of Outlot V-1, South Maple Grove Plat 1, an official plat, city of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the Southeast corner of Lot 10, South Maple Grove Plat 12, an official plat, city of West Des Moines, Dallas County, Iowa, add point also being on the North Right-of-way line of Oxford Drive, as it is presently established; thence N07°00'00"E, 166.56 feet along the East line of said South Maple Grove Plat 12, thence N08°10'00"E, 236.74 feet along said East line to a non-tangent 770.00 foot radius curve concave to the Northeast, thence Northeast 4.72 feet along said curve, and along said East line, said curve having a chord length of 4.72 feet and a chord bearing of N06°00'24"N, thence N04°02'04"E, 141.61 feet along said East line, thence N01°56'35"E, 25.23 feet along said East line, thence N06°47'41"N, 202.93 feet along said East line, thence S03°12'19"W, 16.92 feet along said East line, thence N06°47'41"N, 180.00 feet along said East line to a point on the South Right-of-way line of Westown Parkway, as it is presently established; thence N03°12'19"E, 216.83 feet along said South Right-of-way line to a 940.00 foot radius curve concave to the Southwest; thence Southeast 249.76 feet along said curve, and along said South Right-of-way line, said curve having a chord length of 249.23 feet and a chord bearing of S09°10'36"E to a 1060.00 foot radius reverse curve concave to the Northeast, thence Southeast 67.52 feet along said curve, and along said South Right-of-way line, said curve having a chord length of 67.51 feet and a chord bearing of S05°25'01"E to a 35.00 foot radius reverse curve concave to the Southwest; thence Southeast 52.24 feet along said curve, and along said South Right-of-way line, said curve having a chord length of 47.56 feet and a chord bearing of S42°42'22"E, thence S09°36'33"E, 15.00 feet along said South Right-of-way line to a point on the West Right-of-way line of 88th Street, as it is presently established; thence S00°23'27"W, 172.03 feet along said West Right-of-way line to a 765.00 foot radius curve concave to the Northwest, said point also being on the West Right-of-way line of Oxford Drive; thence Southeast 984.70 feet along said curve, and along said West Right-of-way line, said curve having a chord length of 922.11 feet and a chord bearing of S07°27'12"W to the Point of Beginning.

Said tract of land contains 9.462 acres more or less.  
Said tract of land being subject to any and all easements of record.

LEGEND

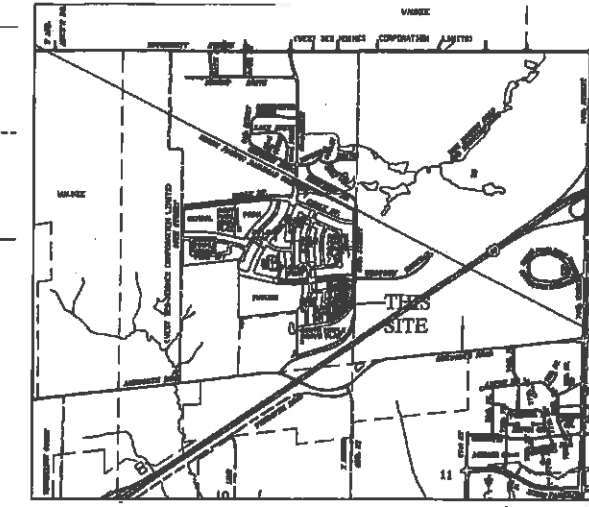
---	PLAT BOUNDARY
▲	SECTION CORNER
●	FOUND CORNER 5/8" I.R. W/ YELLOW CAP #13156, UNLESS OTHERWISE NOTED
○	SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
I.R.	IRON ROD
G.P.	GAS PIPE
D.	DEEDED DISTANCE
M.	MEASURED DISTANCE
R.	PREVIOUSLY RECORDED DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
ADDRESS	ADDRESS
B.S.L.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

CERTIFICATION  
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED 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.  
**PRELIMINARY DRAWING**  
KEYEN J. CRAWFORD, PLS IOWA LICENSE NO. 1858 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014 PAGES OR SHEETS COVERED BY THIS SEAL.  
This sheet only

**COOPER CRAWFORD & ASSOCIATES, L.L.C.**  
CIVIL ENGINEERS  
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 7-15-2014  
REVISIONS: 9-30-2014  
JOB NUMBER  
**CC 1581**

APPROVED: \_\_\_\_\_ INITIALED: \_\_\_\_\_ AS-BUILT: \_\_\_\_\_  
FINAL PLAT  
SOUTH MAPLE GROVE PLAT 14  
SHEET 1 OF 1



VICINITY SKETCH  
SETBACKS  
FRONT - 30' (HOUSE)  
35' (GARAGE)  
REAR - 35'  
SIDE - 5'

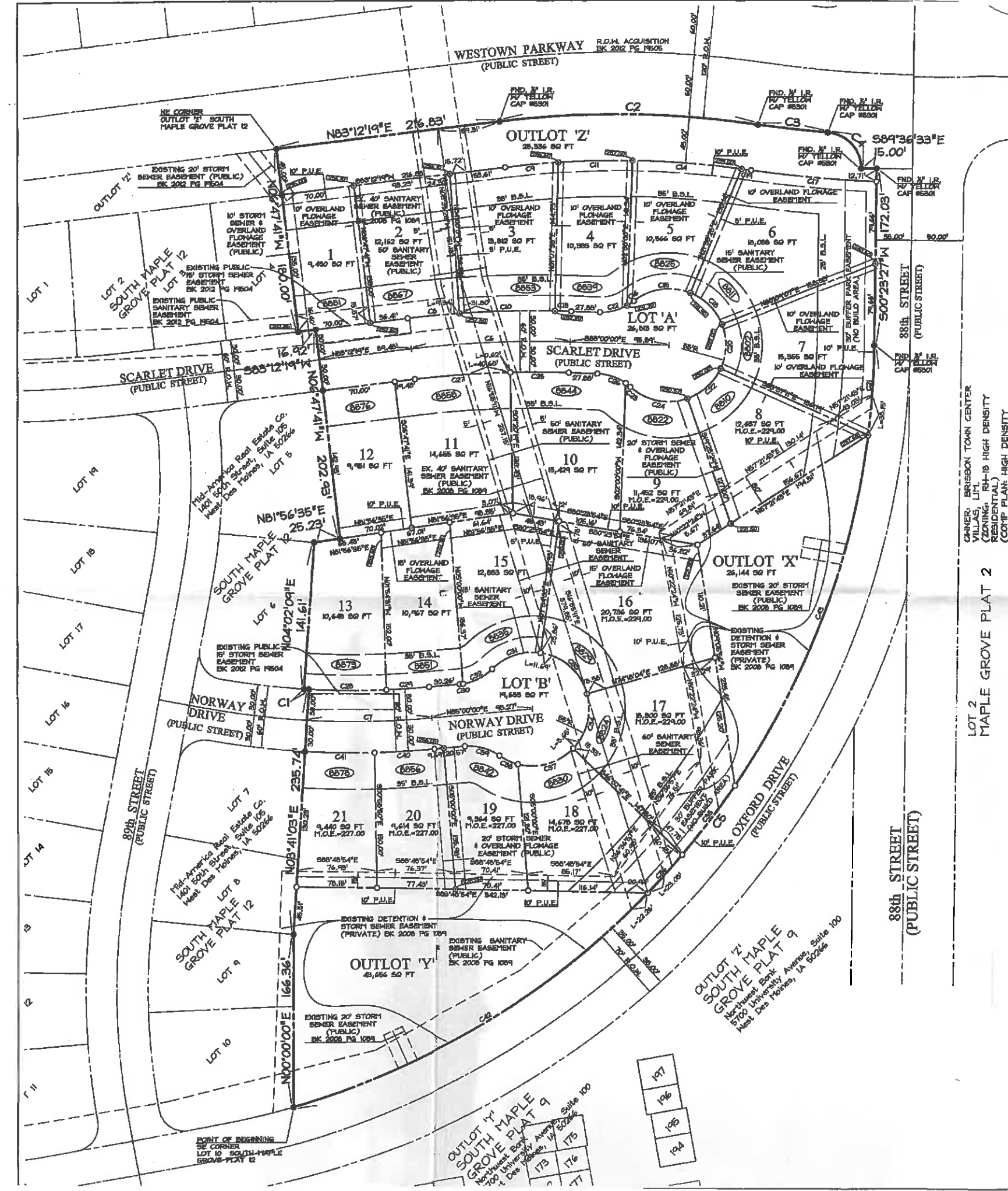
\* ANY PART OF STRUCTURE, INCLUDING CANTILEVERS, OVERHANGS, ETC., WILL NOT BE ALLOWED TO BE ANY CLOSER THAN 5' TO A PROPERTY LINE.

SURVEYORS NOTES  
1. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.  
2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.  
3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.  
4. BEARINGS BASED ON SOUTH MAPLE GROVE PLAT 1.

NOTES  
1. ALL PARCELS ARE SUBJECT TO LANDSCAPED BUFFER REQUIREMENTS AS SPELLED OUT IN THE WEST DES MOINES ZONING ORDINANCE.  
2. ALL SINGLE FAMILY LOTS SHALL COMPLY WITH RS-6 (AS DELINEATED IN THE P.U.D.) ZONING REGULATIONS FOR SINGLE FAMILY DEVELOPMENT AS SPELLED OUT IN THE WEST DES MOINES ZONING ORDINANCE.  
3. ALL SANITARY SEWER, STORM SEWER AND OVERLAND FLOWAGE EASEMENTS ARE PUBLIC, UNLESS OTHERWISE NOTED.  
4. LOTS 'A' & 'B' TO BE DEEDED TO THE CITY OF WEST DES MOINES FOR STREET PURPOSES.  
5. THIS SITE IS WITHIN ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS REFERENCED ON FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 140291007C, MAP REVISED FEBRUARY 16, 2006.  
6. ARCHITECTURAL STANDARDS/RESTRICTIONS EXIST WITHIN THE SOUTH MAPLE GROVE P.U.D. ORDINANCE AND ASSOCIATION DOCUMENTS.  
7. THE CONTRACTOR/OWNER OF EACH LOT SHALL SUBMIT A FOOTPRINT AND ELEVATION OF ANY PROPOSED RESIDENCE TO THE CITY OF WEST DES MOINES PRIOR TO RECEIVING A BUILDING PERMIT.  
8. DECKS WILL NOT BE ALLOWED TO ENCRoACH INTO EASEMENTS.  
9. HOME BUILDER AND PLUMBING CONTRACTOR SHALL VERIFY SANITARY SERVICE STUB-OUT ELEVATIONS PRIOR TO HOUSE CONSTRUCTION TO ENSURE BASEMENT FLOOR ELEVATIONS WILL PROVIDE ADEQUATE FALL IN SERVICE PIPE (2% MINIMUM).  
10. OUTLOT 'Z' IS A LANDSCAPE BUFFER LOT AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OF SOUTH MAPLE GROVE.  
11. OUTLOTS 'X' & 'Y' ARE DETENTION PONDS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OF SOUTH MAPLE GROVE.  
12. SPOT ELEVATIONS REPRESENT THE LOW POINT IN THE SHALE.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	0°21'00"	770.00	4.72	2.36	4.72	N06°00'24"N
C2	0°14'00"	940.00	249.76	125.72	249.23	S09°10'36"E
C3	0°36'33"	35.00	33.77	17.14	33.77	S07°27'12"W
C4	0°36'33"	35.00	33.77	17.14	33.77	S07°27'12"W
C5	7°07'27"	166.00	994.70	577.76	922.11	S07°27'12"W
C6	6°47'41"	1000.00	63.49	76.30	63.49	N07°26'10"E
C7	0°41'08"	800.00	28.26	60.74	121.14	N03°20'32"E
C8	2°47'29"	1050.00	80.20	28.10	80.19	S04°06'05"W
C9	3°17'44"	845.00	81.49	29.78	81.47	S04°05'11"W
C10	0°37'44"	1050.00	92.18	42.18	92.16	S03°38'42"W
C11	0°36'33"	945.00	71.88	36.96	71.86	S02°48'29"E
C12	3°18'36"	50.00	27.26	13.91	26.95	N76°22'02"E
C13	0°26'27"	1050.00	15.71	7.86	15.71	N03°26'15"W
C14	0°44'24"	845.00	105.50	52.71	105.24	N03°13'54"W
C15	6°07'28"	85.00	57.65	31.94	55.24	S01°46'41"W
C16	0°26'18"	85.00	7.94	3.78	7.93	N03°10'01"E
C17	6°27'00"	105.00	121.24	60.49	121.17	S04°42'06"E
C18	4°04'40"	85.00	44.58	22.48	45.10	N04°07'44"W
C19	0°26'50"	845.00	9.33	4.67	9.33	N03°13'24"W
C20	4°18'42"	85.00	44.58	22.48	45.10	N01°35'51"E
C21	5°22'24"	765.00	87.52	45.71	87.27	N03°28'30"E
C22	4°18'42"	85.00	44.58	22.48	45.10	N01°35'51"E
C23	0°26'18"	85.00	5.80	2.91	5.80	N03°10'01"E
C24	6°27'00"	85.00	121.24	60.49	121.17	S04°42'06"E
C25	3°22'15"	470.00	56.82	28.27	56.82	N02°41'02"W
C26	0°26'18"	85.00	24.42	12.21	24.00	N71°08'30"W
C27	5°27'21"	470.00	92.57	46.22	92.58	S03°36'00"W
C28	5°56'42"	470.00	74.64	34.90	74.65	S03°56'11"E
C29	0°26'27"	770.00	41.54	20.76	41.54	N04°06'44"E
C30	0°26'27"	80.00	3.88	1.97	3.88	N04°06'27"E
C31	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C32	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C33	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C34	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C35	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C36	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C37	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C38	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C39	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C40	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C41	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C42	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C43	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C44	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C45	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E
C46	0°26'27"	85.00	91.18	27.88	91.31	S03°38'27"E



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, APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS RELATED TO AND APPROVING AND RELEASING THE FINAL PLAT SOUTH MAPLE GROVE PLAT 14 (FP-002348-2014) FOR THE PURPOSE OF PLATTING PROPERTY INTO 21 LOTS FOR SINGLE FAMILY DEVELOPMENT, 2 OUTLOTS FOR STORM WATER DETENTION, 1 OUTLOT FOR A LANDSCAPE BUFFER, AND 2 PUBLIC STREET LOTS**

**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, Maple Grove West L.L.C., has requested approval for a Final Plat (FP-002348-2014) for that 9.4 acre site located at the southwest corner of Westown Parkway and 88<sup>th</sup> Street for the purpose of subdividing the property into 21 single family lots, 2 outlots for storm water detention, 1 outlot for a landscape buffer and 2 street lots to be dedicated to the City;

#### Legal Description

A part of Outlot 'V-1', South Maple Grove Plat 1, an official plat, city of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the Southeast corner of Lot 10, South Maple Grove Plat 12, an official plat, city of West Des Moines, Dallas County, Iowa, said point also being on the North Right-of-way line of Oxford Drive, as it is presently established; thence N00°00'00"E, 166.36 feet along the East line of said South Maple Grove Plat 12; thence N03°41'03"E, 235.74 feet along said East line to a non-tangent 770.00 feet radius curve concave to the Northeast; thence Northwesterly 4.72 feet along said curve, and along said East line, said curve having a chord length of 4.72 feet and a chord bearing of N86°08'24"W; thence N04°02'09"E, 141.61 feet along said East line; thence N81°56'35"E, 25.23 feet along said East line; thence N06°47'41"W, 202.93 feet along said East line; thence S83°12'19"W, 16.92 feet along said East line; thence N06°47'41"W, 180.00 feet along said East line to a point on the South Right-of-way line of Westown Parkway, as it is presently established; thence N83°12'19"E, 216.83 feet along said South Right-of-way line to a 940.00 feet radius curve concave to the Southwest; thence Southeasterly 249.96 feet along said curve, and along said South Right-of-way line, said curve having a chord length of 249.23 feet and a chord bearing of S89°10'36"E to a 1060.00 feet radius reverse curve concave to the Northeast; thence Southeasterly 67.52 feet along said curve, and along said South Right-of-way line, said curve having a chord length of 67.51 feet and a chord bearing of S83°23'01"E to a 35.00 feet radius reverse curve concave to the Southwest; thence Southeasterly 52.29 feet along said curve, and along said South Right-of-way line, said curve having a chord length of 47.56 feet and a chord bearing of S42°24'32"E; thence S89°36'33"E, 15.00 feet along said South Right-of-way line to a point on the West Right-of-way line of 88<sup>th</sup> Street, as it is presently established; thence S00°23'27"W, 172.03 feet along said West Right-of-way line to a 765.00 feet radius curve concave to the Northwest, said point also being on the West Right-of-way line of Oxford Drive; thence Southwesterly 989.70 feet along said curve, and along

said West Right-of-way line, said curve having a chord length of 922.11 feet and a chord bearing of S37°27'12"W to the Point of Beginning.

Said tract of land contains 9.462 acres more or less.

**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 South Maple Grove Plat 12 and recommended approval on March 13, 2013;

**WHEREAS**, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for South Maple Grove Plat 12 that was reviewed and approved by the City Council on March 18, 2013;

**WHEREAS**, on January 12, 2015, this City Council held a duly-noticed meeting to consider the application for South Maple Grove Plat 14 Final Plat (FP-002348-2014);

**WHEREAS**, the applicant has provided a deed for two street lots 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 public improvements associated with the construction of public sanitary sewer, public storm sewer and 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 of West Des Moines assigns addresses to the lots in this plat according to Exhibit B, Address Assignment List;

**WHEREAS**, South Maple Grove Plat 14 is zoned South Maple Grove Planned Unit Development (Single Family Residential) 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, South Maple Grove Plat 14 (FP-002348-2014) is approved, subject to compliance with all the conditions in the staff report, dated January 12, 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.** The City Council accepts the public improvements associated with the construction of Scarlet Drive and Norway Drive, public sanitary sewer, and public storm sewer, including all appurtenances associated with said improvements.

**SECTION 4.** This resolution does release the Maple Grove Plat 14 (FP-002348-2014) 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 January 12, 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 January 12, 2015, among other proceedings, Roll Call No. \_\_\_\_\_ approved said plat on January 12, 2015, and released said Final Plat for recordation.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**IN WITNESS WHEREOF**, I have hereunto set my hand this 12th day of January, 2015.

\_\_\_\_\_  
Steven K. Gear, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit A**  
**Conditions of Approval**

1. The applicant completing the finish grading and seeding of the detention ponds that are part of South Maple Grove Plat 14 and provide as-built drawings of said ponds at such time that the parcels in the upstream drainage basin are developed.



## Exhibit B

## Address Assignment List

Lot	Address
South Maple Grove Plat 14, Lot 1	8881 Scarlet Drive
South Maple Grove Plat 14, Lot 2	8867 Scarlet Drive
South Maple Grove Plat 14, Lot 3	8853 Scarlet Drive
South Maple Grove Plat 14, Lot 4	8839 Scarlet Drive
South Maple Grove Plat 14, Lot 5	8825 Scarlet Drive
South Maple Grove Plat 14, Lot 6	8811 Scarlet Drive
South Maple Grove Plat 14, Lot 7	8802 Scarlet Drive
South Maple Grove Plat 14, Lot 8	8810 Scarlet Drive
South Maple Grove Plat 14, Lot 9	8822 Scarlet Drive
South Maple Grove Plat 14, Lot 10	8844 Scarlet Drive
South Maple Grove Plat 14, Lot 11	8858 Scarlet Drive
South Maple Grove Plat 14, Lot 12	8876 Scarlet Drive
South Maple Grove Plat 14, Lot 13	8873 Norway Drive
South Maple Grove Plat 14, Lot 14	8851 Norway Drive
South Maple Grove Plat 14, Lot 15	8835 Norway Drive
South Maple Grove Plat 14, Lot 16	8829 Norway Drive
South Maple Grove Plat 14, Lot 17	8824 Norway Drive
South Maple Grove Plat 14, Lot 18	8830 Norway Drive
South Maple Grove Plat 14, Lot 19	8842 Norway Drive
South Maple Grove Plat 14, Lot 20	8856 Norway Drive
South Maple Grove Plat 14, Lot 21	8878 Norway Drive

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

**DATE: January 12, 2015**

**ITEM:** Hawthorne Centre (f/k/a/ Hawthorne Plaza Phase III), South of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street, construct two 27,000 square foot office and retail buildings, Hawthorne Plaza LLC – SP-002440-2014

**RESOLUTION:**                   **Approval of a Site Plan**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Hawthorne Plaza LLC is proposing to construct one 27,626 square foot building and one 27,391 square foot building on a 7.6 acre site south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> for office and retail uses. This property is undeveloped and zoned Community Commercial. A site plan was reviewed and approved by the Plan & Zoning Commission on November 10, 2014. After the Plan and Zoning Commission approval it was discovered that the building did not meet the front yard setback along Bishop Drive. After meeting with the Development & Planning Subcommittee on November 20, 2014, the applicant decided to seek a PUD amendment to reduce the front yard setback required along Bishop Drive. The City Council approved an amendment to the 98<sup>th</sup> Street PUD to allow a reduced front yard setback along Bishop Drive on December 29, 2014. While the PUD amendment was working through the review and approval process, the applicant elected to proceed with a phased site plan for installation of footings, foundations, and private utilities in attempt to beat the winter freeze. The applicant acknowledged all risk that would be associated with proceeding with footings and foundations while awaiting a decision on the proposed PUD amendment. On December 1, 2014, the City Council voted to approve a phased site plan allowing for the installation of footings, foundation, and private utilities.

The applicant has amended the site plan to construct another access point to the site from 94<sup>th</sup> Street. A traffic study was performed to determine any impacts that the additional drive access may have on the public road system. No additional impacts to the public road system were found. No impact to the site with regard to required open space, landscaping, setbacks, or parking was found with the addition of the access point.

**Plan and Zoning Commission Action:**

Vote: 7-0 approval

Date: November 10, 2014

Motion: Adopt a resolution recommending the City Council approve the Site Plan request.

**Previous City Council Action:**

Vote: 5-0 Approval

Date: December 1, 2014

Motion: Approval of Site Plan to allow installation of Site Infrastructure and Building Footings and Foundations

**OUTSTANDING ISSUES:** There are no outstanding issues. The applicant is in agreement with the recommended conditions of approval.

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 and Planning (*September 25, 2014*)
- Staff Review and Comments
  - *Sidewalk along University Avenue*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative 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 adopt a resolution to approve the Site Plan to allow two approximately 27,000 sq. ft. office/retail buildings on property south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that a Minor Modification to Site Plan application will need to be submitted and approved which details the location and design aspects for the sidewalk along University Avenue as agreed upon between the City and DSM Water Works. Installation of said sidewalk will need to occur prior to issuance of any occupancy permits, including temporary occupancy permits for any tenant space within either building.
2. The applicant acknowledging that surety for buffer and landscape plantings will be required if not installed by the time temporary occupancy permits may be issued.
3. The applicant providing final drawings of the site plan and storm water management reports, which addresses staff comments prior to the construction of any improvements on the site.

Lead Staff Member: Kara Tragesser, AICP *KAT*

**STAFF REVIEWS**

Department Director	<i>JA</i>
Appropriations/Finance	
Legal	<i>JBW</i>
Agenda Acceptance	<i>RTB</i>

**PUBLICATION(S) (if applicable)**

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

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning Subcommittee		
Date Reviewed	September 25, 2014		
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
  - Attachment B - Location Map
  - Attachment C - Site Plan
  - Attachment D - Elevations
- Exhibit II - City Council Resolution

CITY OF WEST DES MOINES  
PLAN AND ZONING COMMISSION COMMUNICATION

**Meeting Date:** November 10, 2014

**Item:** Hawthorne Centre (FNA Hawthorne Plaza Phase III), South of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street, construct two 27,000 square foot office and retail buildings, Hawthorne Plaza LLC – SP-002440-2014

**Requested Action:** Approval of a Site Plan

**Case Advisor:** Kara Tragesser, AICP 

**Applicant's Request:** Hawthorne Plaza LLC is proposing to construct one 27, 626 square foot building and one 27,391 square foot building on a 7.6 acres site south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> for office and retail uses (see Attachment B – Location Map, Attachment C – Site Plan, and Attachment D – Building Elevations).

**History:** This property currently is undeveloped. The property is located within the 98<sup>th</sup> Street Planned Unit Development and is zoned Community Commercial.

**City Council Subcommittee:** This item was presented to the Development and Planning City Council Subcommittee on September 25, 2014; the Subcommittee was supportive of the development.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. Staff notes the following:

- **Sidewalk along University Avenue:** A sidewalk is required to be installed along University Avenue. Due to the location of an existing large water main and easement for that main at the location that a sidewalk needs to be placed, discussions with Des Moines Water Works and the applicant have had to take place. These discussions have taken longer than expected to determine if the sidewalk can be placed across this easement.

In an effort to allow the construction of the site to begin prior to winter, staff recommends that the sidewalk not be shown on the site plan; rather that a condition of approval be considered which will require that a Minor Modification of the Site Plan be approved prior to any occupancy permit being allowed for the site which illustrates the sidewalk along University Avenue in a location mutually agreeable to the City and Des Moines Water Works.

**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 Site Plan to allow two approximately 27,000 sq. ft. office/retail buildings on property south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that a Minor Modification to Site Plan application will need to be submitted and approved which details the location and design aspects for the sidewalk along University Avenue as agreed upon between the City and DSM Water Works. Installation of said sidewalk will need to occur prior to issuance of any occupancy permits, including temporary occupancy permits for any tenant space within either building.
2. The applicant providing a deed for the northeast corner right-of-way for the location of a traffic signal at 94<sup>th</sup> Street and University Avenue.
3. The applicant acknowledging that an irrevocable offer of dedication of 22.5 feet of additional right-of-way adjacent to the site along University Avenue, a storm sewer easement, and storm water facility maintenance agreement and covenant needs to be executed and submitted to the City prior to the construction of any improvements on the site.
4. The applicant acknowledging that surety for buffer and landscape plantings will be required if not installed by the time temporary occupancy permits may be issued.
5. The applicant providing final drawings, addressing staff comments, of the site plan prior to the construction of any improvements on the site.

**Owner:** Hawthorne Plaza LLC  
 12035 University Avenue, Suite 101  
 Clive IA 50325  
 Dave Hansen  
 515-221-9990  
 Dave@signatureres.com

**Applicant:** Same as above

**Applicant Rep:** Bob Gibson  
 Civil Design Advantage  
 3405 SE Crossroads Drive Suite G  
 Grimes IA 50111

**ATTACHMENTS:**

- |              |   |                                       |
|--------------|---|---------------------------------------|
| Attachment A | - | Plan and Zoning Commission Resolution |
| Attachment B | - | Location Map                          |
| Attachment C | - | Site Plan                             |
| Attachment D | - | Elevations                            |

## RESOLUTION NO. PZC -14-088

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN TO CONSTRUCT TWO APPROXIMATELY 27,000 SQUARE FOOT BUILDINGS FOR OFFICE AND RETAIL USES**

**WHEREAS**, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hawthorne Plaza LLC, has requested approval for a Site Plan (SP-0022440-2014) to construct two approximately 27,000 square foot buildings for office and retail uses;

**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 November 10, 2014, this Commission held a duly-noticed public meeting to consider the application for a Site Plan;

**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 or as amended orally at the Plan and Zoning Commission hearing are adopted.

**SECTION 2.** The Site Plan to construct two approximately 27,000 square foot buildings for office and retail uses is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, 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 November 10, 2014.



Erica Andersen, Chairperson  
Plan and Zoning Commission

ATTEST:



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 November 10, 2014, by the following vote:

**AYES: Erickson, Crowley, Andersen, Brown, Costa, Cownie, Hatfield**

**NAYS:**

**ABSTENTIONS:**

**ABSENT:**

ATTEST:



Recording Secretary

**Exhibit A**  
**CONDITIONS OF APPROVAL**

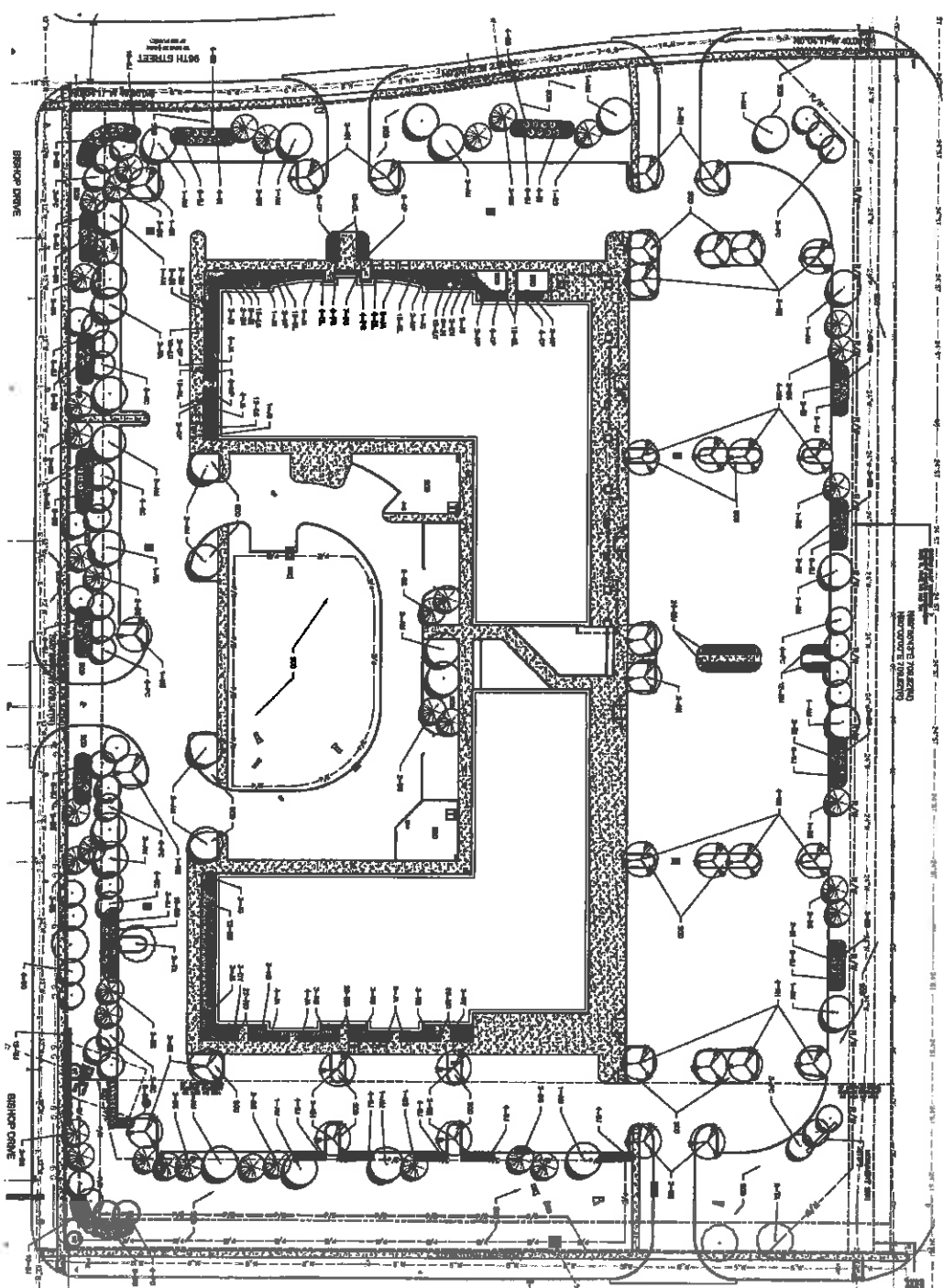
1. The applicant acknowledging that a Minor Modification to Site Plan application will need to be submitted and approved which details the location and design aspects for the sidewalk along University Avenue as agreed upon between the City and DSM Water Works. Installation of said sidewalk will need to occur prior to issuance of any occupancy permits, including temporary occupancy permits for any tenant space within either building.
2. The applicant providing a deed for the northeast corner right-of-way for the location of a traffic signal at 94<sup>th</sup> Street and University Avenue.
3. The applicant acknowledging that an irrevocable offer of dedication of 22.5 feet of additional right-of-way adjacent to the site along University Avenue, a storm sewer easement, and storm water facility maintenance agreement and covenant needs to be executed and submitted to the City prior to the construction of any improvements on the site.
4. The applicant acknowledging that surety for buffer and landscape plantings will be required if not installed by the time temporary occupancy permits may be issued.
5. The applicant providing final drawings, addressing staff comments, of the site plan prior to the construction of any improvements on the site.

**PLANT SCHEDULE (BUFFER)**

NO.	PLANT	QUANTITY	DATE
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**20' BUFFER REQUIREMENTS (BISHOP DRIVE) 889**

1. 2' BUFFER STRIP  
 2. 18" BUFFER STRIP  
 3. 12" BUFFER STRIP  
 4. 6" BUFFER STRIP  
 5. 3" BUFFER STRIP  
 6. 1.5" BUFFER STRIP  
 7. 0.75" BUFFER STRIP  
 8. 0.375" BUFFER STRIP  
 9. 0.1875" BUFFER STRIP  
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20' BUFFER REQUIREMENTS (BISHOP DRIVE) 889

**LANDSCAPE NOTES**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE IOWA PLANTING ACT.
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**PARKING OPEN SPACE REQUIREMENTS**

1. 2' BUFFER STRIP  
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 7. 0.75" BUFFER STRIP  
 8. 0.375" BUFFER STRIP  
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**PLANT SCHEDULE (OPEN SPACE)**

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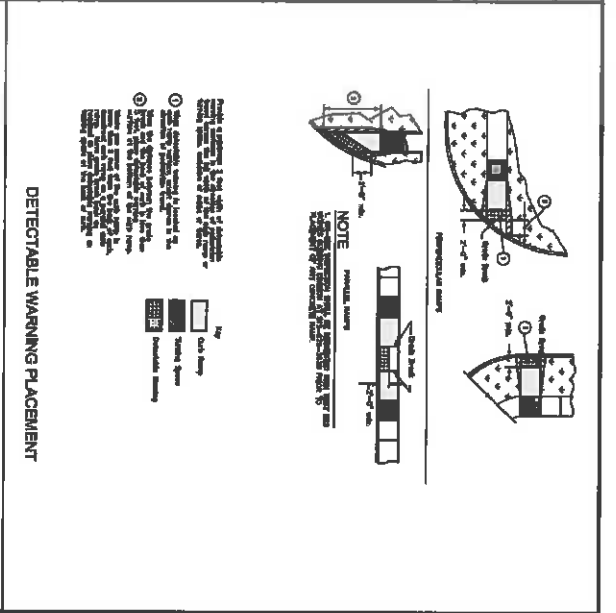
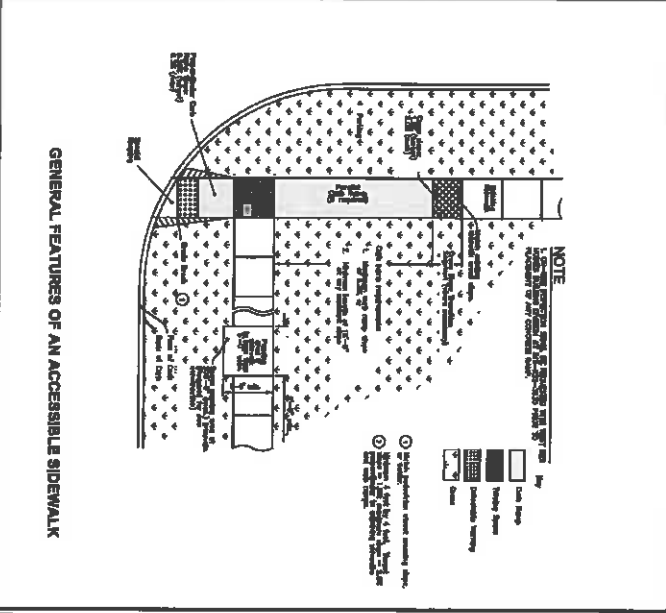
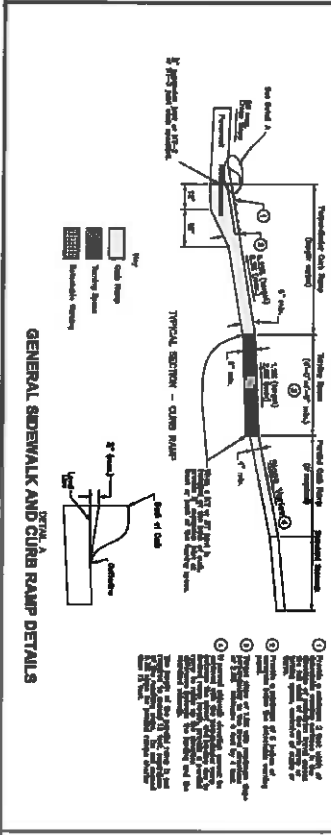
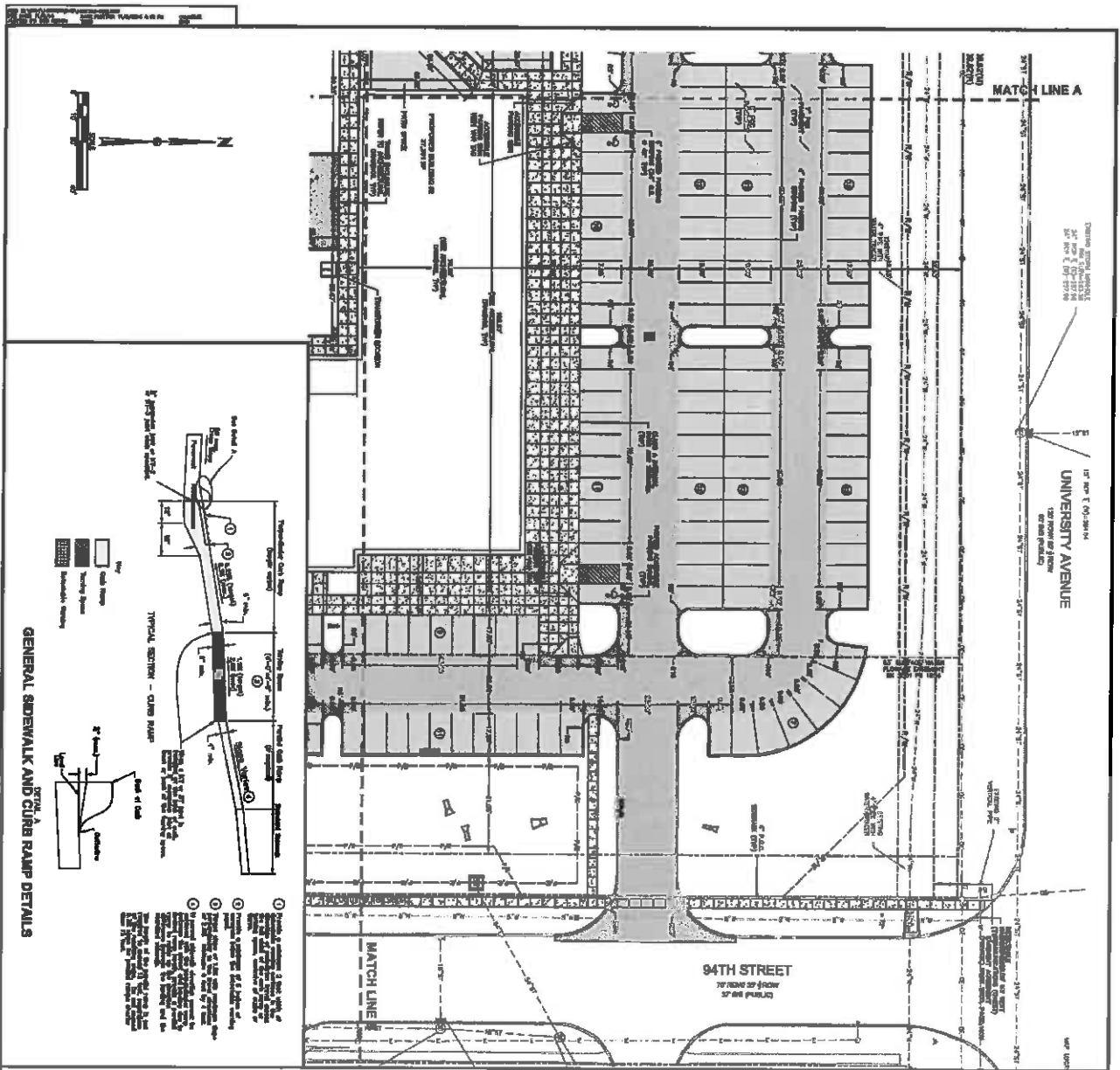
**OPEN SPACE LANDSCAPE REQUIREMENTS**

1. 2' BUFFER STRIP  
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 7. 0.75" BUFFER STRIP  
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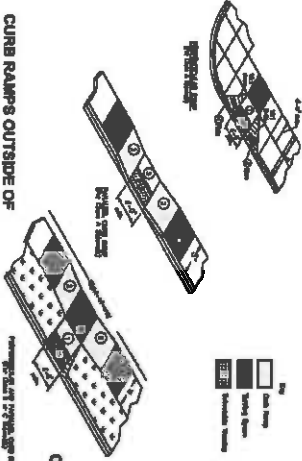
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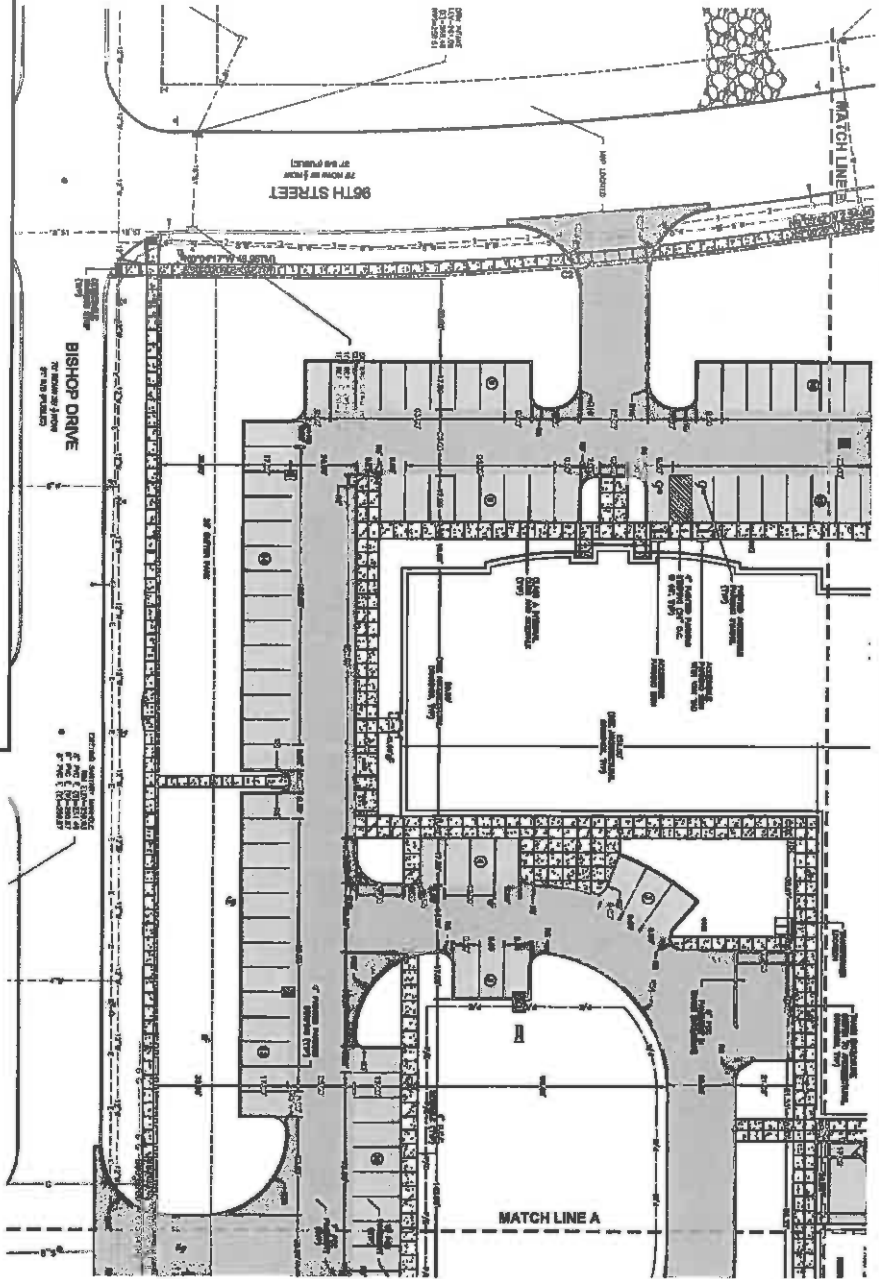


CURB RAMPS OUTSIDE OF INTERSECTION RADIUS



GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK

- 1. SIDEWALK SURFACE SHALL BE CONCRETE OR ASPHALT WITH A FINISH THAT PROVIDES TRIPPLE AND IS FREE OF OBSTACLES.
- 2. SIDEWALK SHALL BE MAINTAINED FREE OF OBSTACLES AND DEBRIS.
- 3. SIDEWALK SHALL BE MAINTAINED FREE OF ICE AND SNOW.
- 4. SIDEWALK SHALL BE MAINTAINED FREE OF POLES AND UTILITY DEVICES.
- 5. SIDEWALK SHALL BE MAINTAINED FREE OF HOLES AND CRACKS.



C2.3  
1407-0893

**HAWTHORNE CENTRE**  
DIMENSION PLAN



3406 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410

WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE ENGINEER

TECH:

REVISION	DATE
FOURTH SUBMITTAL	11-08-02
THIRD SUBMITTAL	10-01-02
SECOND SUBMITTAL	10-08-01
FIRST SUBMITTAL	09-11-01





Telephone 515-309-4580  
Fax 515-309-4583  
Email [Dave@SignatureRES.com](mailto:Dave@SignatureRES.com)

November 20, 2014

Honorable Mayor and Members of the  
West Des Moines City Council  
City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, Iowa 50265

RE: Hawthorne Centre (Hawthorne Phase 3)

Mayor and City Council Members:

Hawthorne Plaza, LLC, as Applicant, is seeking an Amendment to the 98<sup>th</sup> Street PUD in connection with property located in the vicinity of University Avenue and 94<sup>th</sup> and 96<sup>th</sup> Street in West Des Moines. The proposed Amendment to the PUD will be considered by the West Des Moines City Council in an upcoming City Council Meeting.

In advance of your consideration in connection with the Amendment to the PUD and in light of the time of year and weather conditions, the Applicant is requesting a footings and foundation permit which would allow us to start footings and foundations together with private utilities in connection with the first building to be constructed on the west portion of the Property. In the event a footings and foundation permit is issued, Applicant fully acknowledges that any work authorized by the permit which Applicant undertakes, and the costs incurred in connection therewith, will be at the Applicant's risk. Applicant specifically acknowledges that in the event the Amendment to the PUD is not approved that Applicant will accept the responsibility to remove those portions of the footings and foundation which would then be required to be removed and to relocate any private utilities that would then be required to be relocated.

Please contact the undersigned if you need additional information or if you have questions. Thank you.

Sincerely,

David I. Hansen  
Vice President

cc: Lynne Twedt  
*Via Email [Lynne.Twedt@wdm.iowa.gov](mailto:Lynne.Twedt@wdm.iowa.gov)*

Kara V. Tragesser  
*Via Email [kara.tragesser@wdm.iowa.gov](mailto:kara.tragesser@wdm.iowa.gov)*

Kevin Johnson  
*Via Email [kjohnson@accuratedevelopment.com](mailto:kjohnson@accuratedevelopment.com)*

Marty Barkley  
*Via Email [Marty@OnSite-Iowa.com](mailto:Marty@OnSite-Iowa.com)*

Bob Gibson  
*Via Email [BobG@CDA-eng.com](mailto:BobG@CDA-eng.com)*

Signature Real Estate Services, Inc.  
12035 University Avenue • Suite 101  
Clive, Iowa 50325



# General Location Map Hawthorne Centre





DATE	12-13-14
SCALE	AS SHOWN
PROJECT	DEMOLITION PLAN
CLIENT	UNIVERSITY AVENUE
DESIGNER	CIVIL DESIGN ADVANTAGE ENGINEERS
REVISIONS	REVISIONS

**DEMOLITION NOTES**

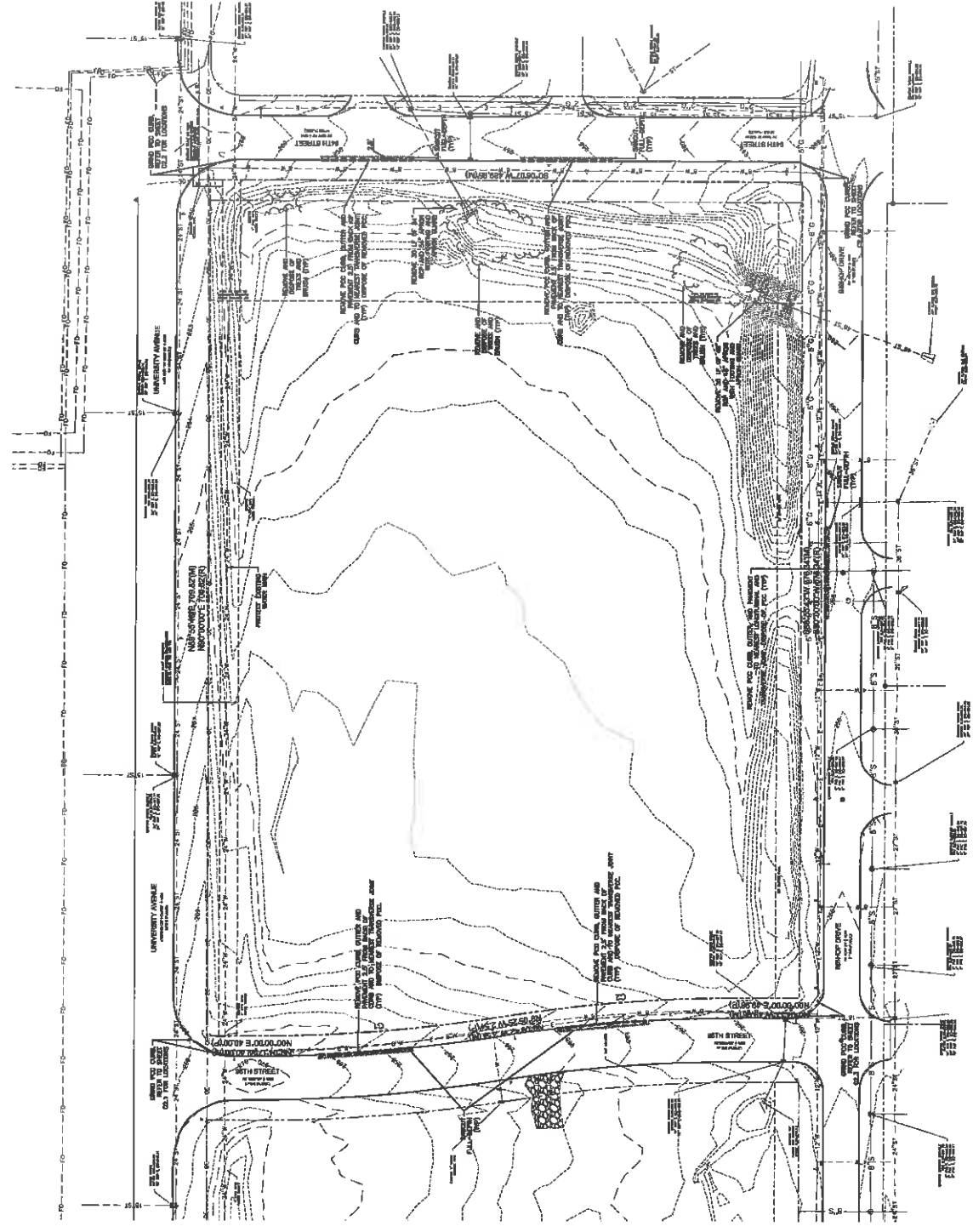
1. ALL EXISTING BUILDINGS SHALL BE DEMOLISHED IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) DEMOLITION MANUAL, THE IOWA DEPARTMENT OF PUBLIC SAFETY (DPS) DEMOLITION MANUAL, AND THE IOWA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DEMOLITION MANUAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. PRIOR TO ANY WORK AT THE SITE, CONTRACTORS SHALL EXAMINE ANY APPLICABLE PERMITS AND REGULATIONS FROM THE IOWA DEPARTMENT OF TRANSPORTATION, THE IOWA DEPARTMENT OF PUBLIC SAFETY, AND THE IOWA DEPARTMENT OF ENVIRONMENTAL PROTECTION. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**TRAFFIC CONTROL NOTES**

1. ALL APPROVED CITY STREET CLOSURES SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) TRAFFIC CONTROL MANUAL.
2. ALL APPROVED CITY STREET CLOSURES SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) TRAFFIC CONTROL MANUAL.
3. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**UTILITY WARNING**

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY WORK AT THE SITE. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.







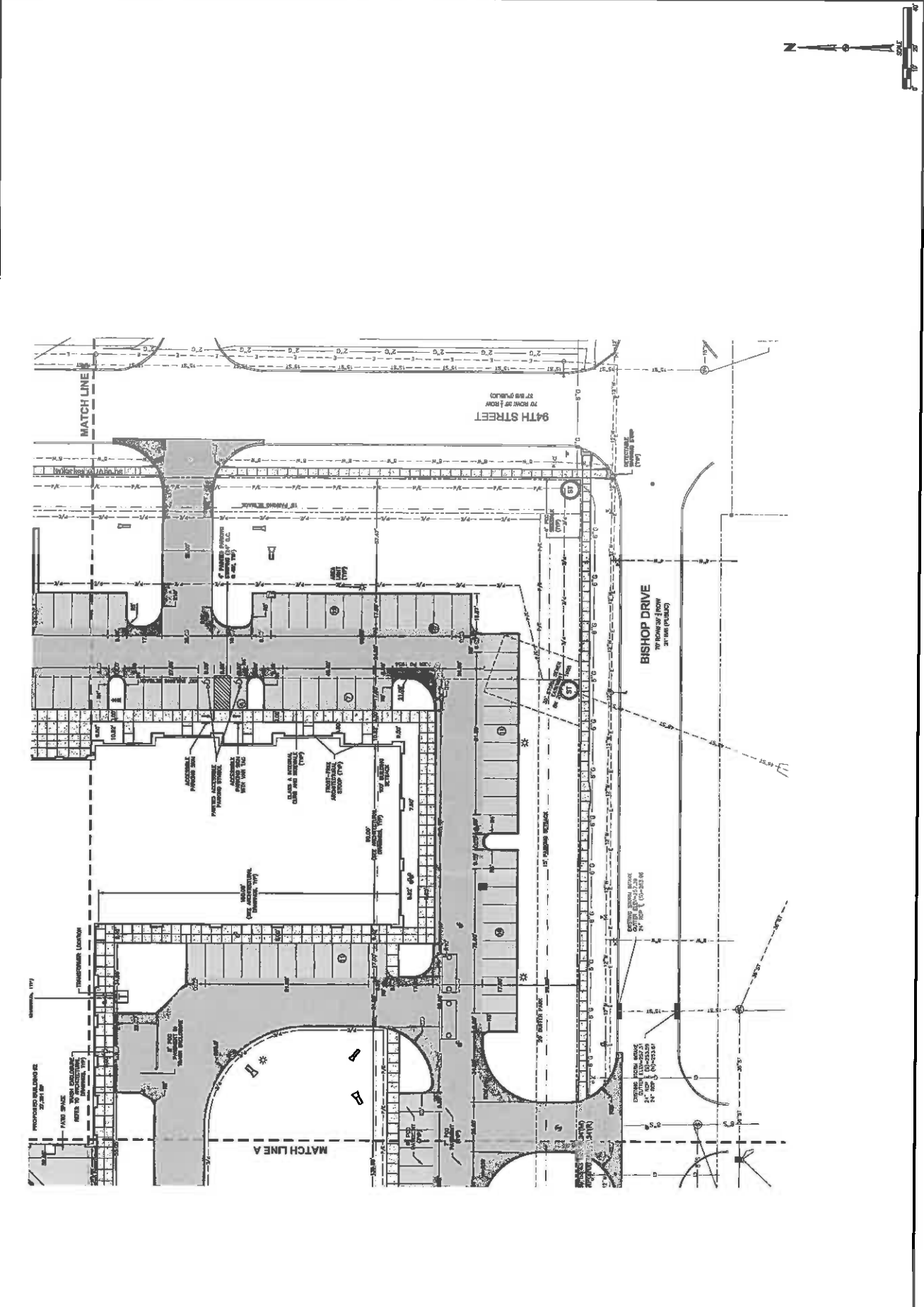




HAWTHORNE CENTRE  
DIMENSION PLAN

CIVIL DESIGN ADVANTAGE  
WEST DES MOINES, IOWA  
ENGINEER:  
PHONE: (515) 389-4400 FAX: (515) 389-4410  
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111

DATE	REVISIONS
02-11-11	FINAL SUBMITTAL
02-11-11	FIFTH SUBMITTAL
10-08-10	FOURTH SUBMITTAL
08-04-10	THIRD SUBMITTAL
07-09-10	SECOND SUBMITTAL
01-11-09	FIRST SUBMITTAL







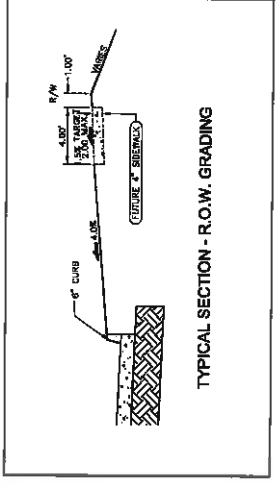
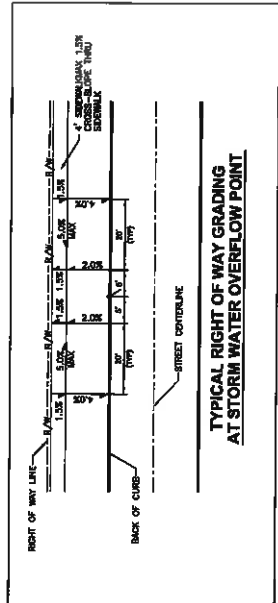
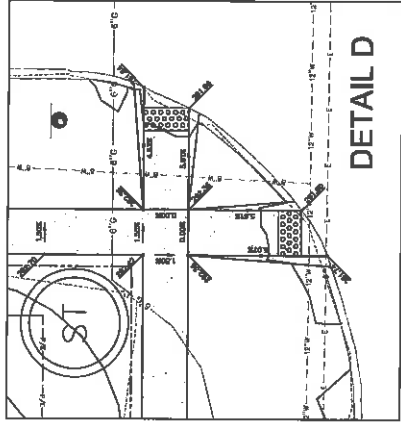
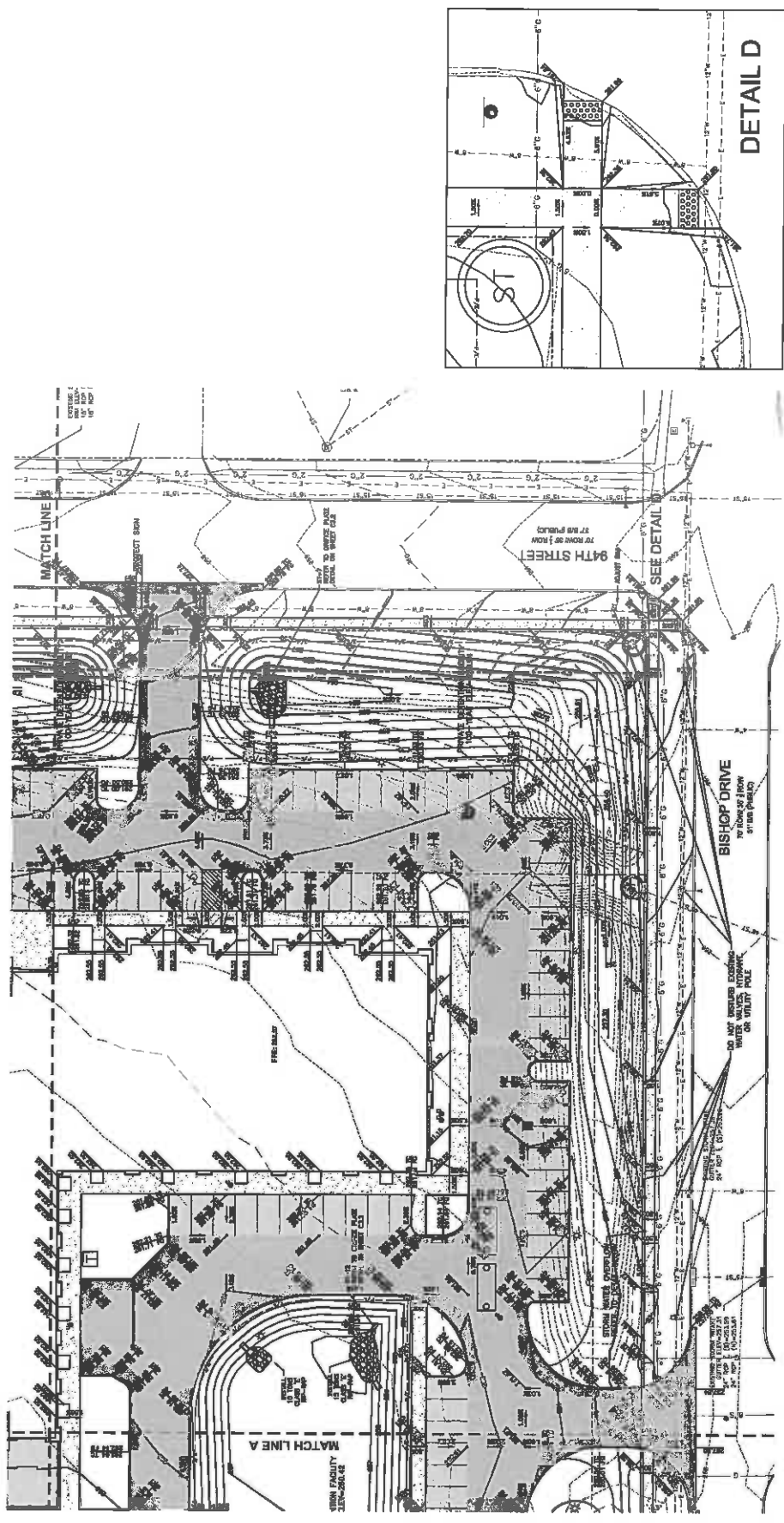


**HAWTHORNE CENTRE  
GRADING PLAN**



WEST DES MOINES, IOWA  
 ENGINEER: CIVIL DESIGN ADVANTAGE  
 TECH: \_\_\_\_\_  
 3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 388-4400 FAX: (515) 388-4410

DATE	REVISION
12-16-14	FIFTH SUBMITTAL
11-05-14	FOURTH SUBMITTAL
10-01-14	THIRD SUBMITTAL
09-01-14	SECOND SUBMITTAL
04-14-14	FIRST SUBMITTAL



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 12/16/14 10:00 AM  
 1407-283-01.dwg  
 12/16/14 10:00 AM



HAWTHORNE CENTRE  
WATER AND SANITARY SEWER PLAN



WEST DES MOINES, IOWA  
CIVIL DESIGN ADVANTAGE ENGINEERS  
PHONE: (515) 389-4400 FAX: (515) 389-4410  
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRAMES, IOWA 50311

DATE	12-15-11
REVISION	FOR PERMITS
DESIGNED BY	THOMAS B. SMITH
CHECKED BY	THOMAS B. SMITH
IN CHARGE	THOMAS B. SMITH
PROJECT NO.	11-004
CLIENT	UNIVERSITY OF IOWA

UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS FOR ALL UTILITIES. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
8. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
11. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
12. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
13. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
14. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
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16. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.

WEST DES MOINES STANDARD NOTES

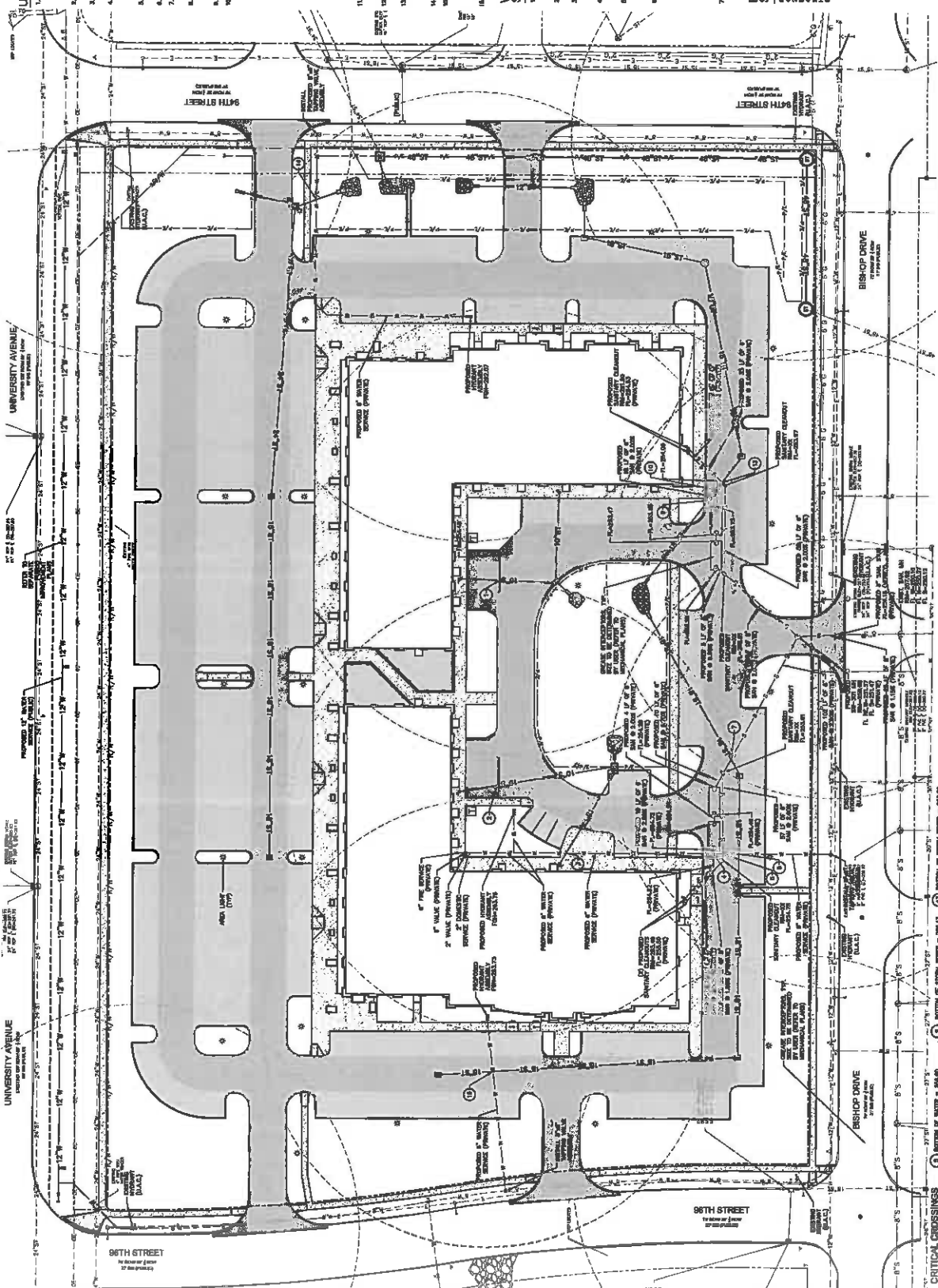
1. ALL NEW WORK, PAVED OR FINISHED AND ASSOCIATED THEREWITH SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 177, AND THE IOWA STATE BOARD OF EXAMINERS AND ENGINEERS, IOWA ADMINISTRATIVE CODE CHAPTER 178.
2. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND RECORD THEM ON THE CONSTRUCTION WORKSHEET FOR ALL IMPROVEMENTS TO THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT.
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6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT.
7. ALL UTILITIES ARE TO BE CONSTRUCTED TO THE DEPTHS AND SPACINGS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS AND SPACINGS OF ALL UTILITIES LOCATED WITHIN THE PROJECT.

PRIVATE WATER SERVICE QUANTITIES

- 1. WATER SERVICE
- 2. SANITARY SERVICE
- 3. FIRE SERVICE
- 4. VALUE
- 5. PERMITS
- 6. OTHER

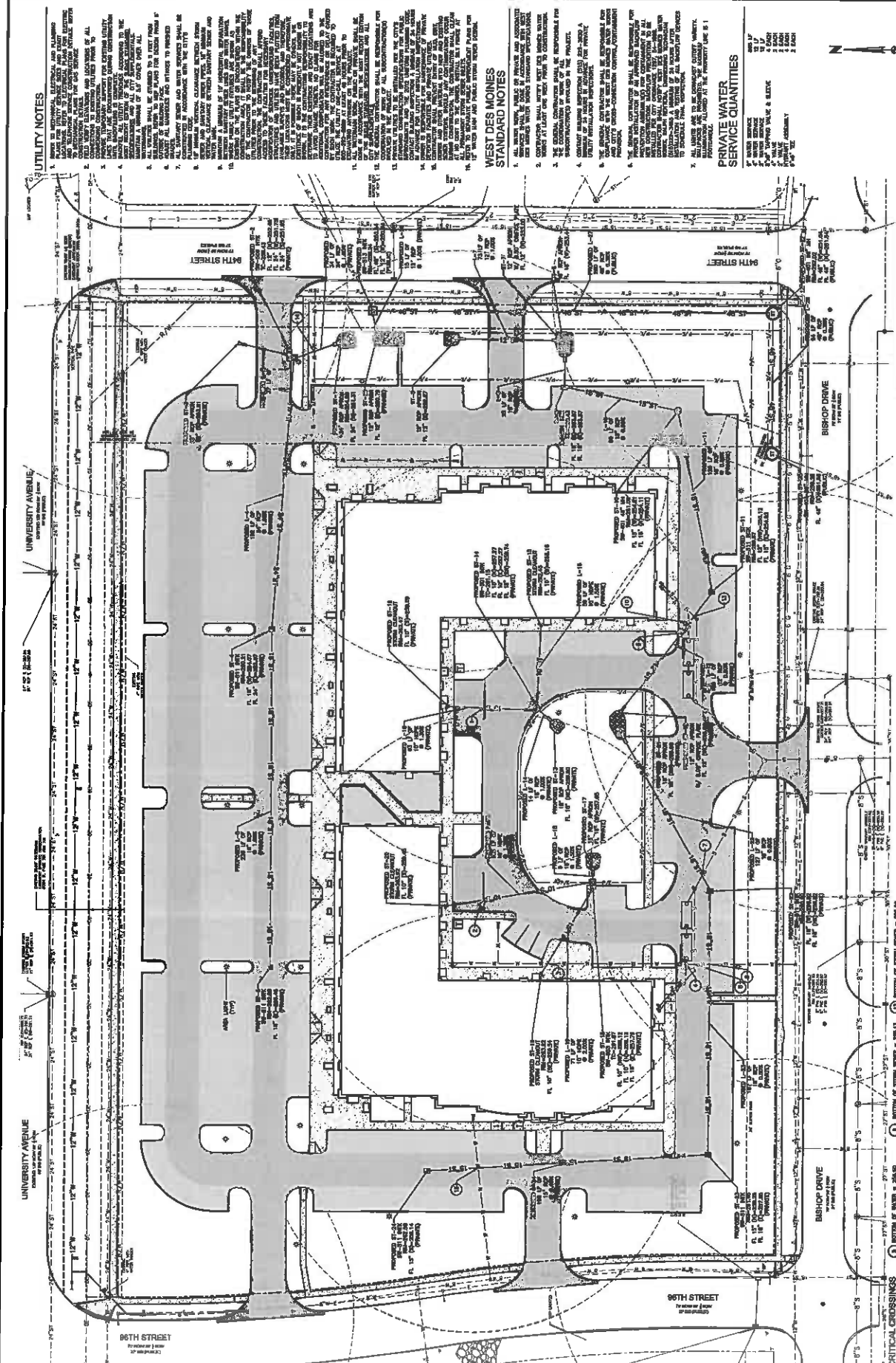


NOTE: ALL PROPOSED UTILITIES WITHIN THE PROJECT PROPERTY BOUNDARY ARE PRIVATE, EXCEPT FOR THE PROPOSED 12" WATER MAIN IN THE UNIVERSITY AVE. R.O.W. WILL BE PUBLIC.



CRITICAL CROSSINGS

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**NOTE:**  
 ALL PROPOSED UTILITIES WITHIN THE PROJECT  
 AREA SHALL BE INSTALLED IN ACCORDANCE WITH  
 THE 407 IRRIGATOR SCHEDULE. EXCEPT FOR  
 THE PROPOSED 12\"/>

**UTILITY NOTES**

1. REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING (M/E/P) DRAWINGS FOR ALL UTILITIES TO BE INSTALLED WITHIN THE PROJECT AREA. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE 407 IRRIGATOR SCHEDULE. EXCEPT FOR THE PROPOSED 12\"/>

**WEST DES MOINES  
 STANDARD NOTES**

1. ALL MECHANICAL, ELECTRICAL, AND PLUMBING (M/E/P) UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE 407 IRRIGATOR SCHEDULE. EXCEPT FOR THE PROPOSED 12\"/>

**PRIVATE WATER  
 SERVICE QUANTITIES**

- 1. WATER SERVICE
- 2. SANITARY SERVICE
- 3. STORM SERVICE
- 4. FIRE SERVICE
- 5. VALUE
- 6. PERMITS AGENCY



**CRITICAL CROSSINGS**

NO.	DESCRIPTION	TOP OF STRUCTURE	TOP OF WATER	TOP OF SANITARY	TOP OF STORM
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## VanGenderen, Rod

---

**From:** Hamlett, Naomi  
**Sent:** Tuesday, January 06, 2015 8:08 AM  
**To:** VanGenderen, Rod  
**Subject:** Ben Trannel

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

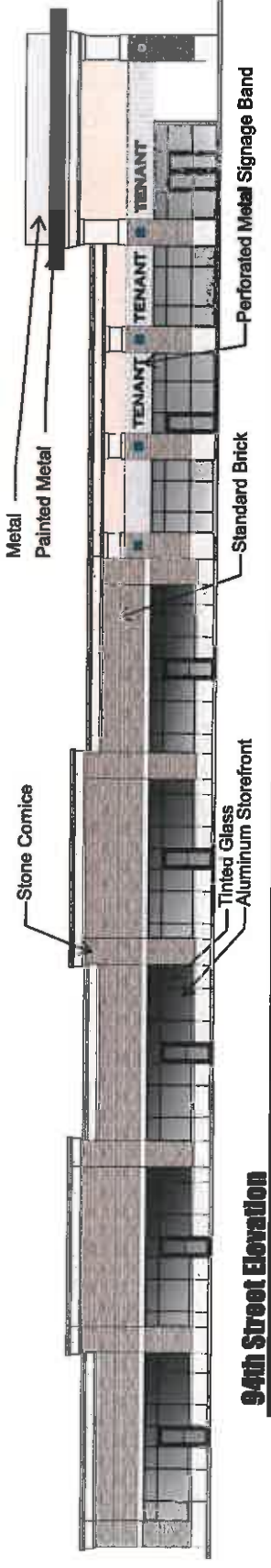
	<b>Ben Trannel OGR CAPS ...</b> Red House Remodeling Owner (515) 222-2273 Work (515) 710-2835 Mobile ben@redhouseremodeling.com 5904 Ashworth Rd. West Des Moines, IA 50266 www.redhouseremodeling.com
---	--

Rod --

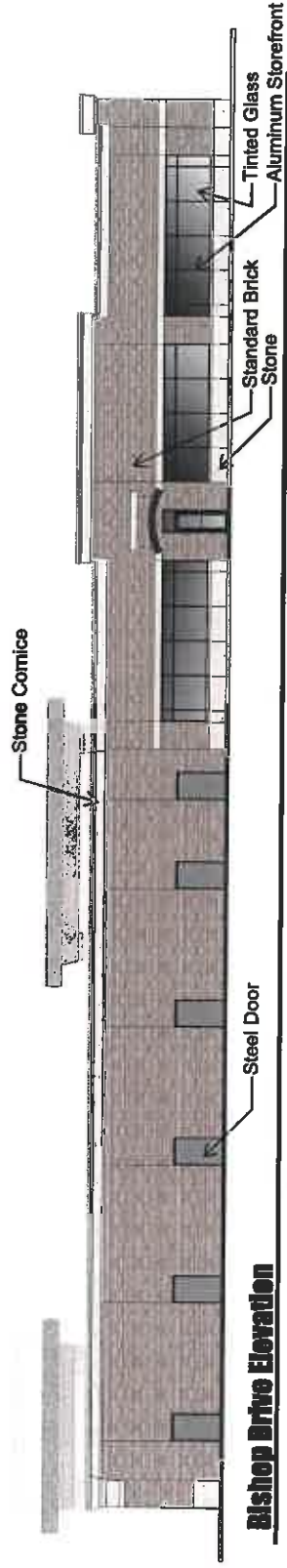
Above is the contact info for the guy I was telling you about. Sounds like there isn't much we can do, but I think a call to him would be helpful to let him know that we did hear his concern about registering/licensing contractors.

Naomi

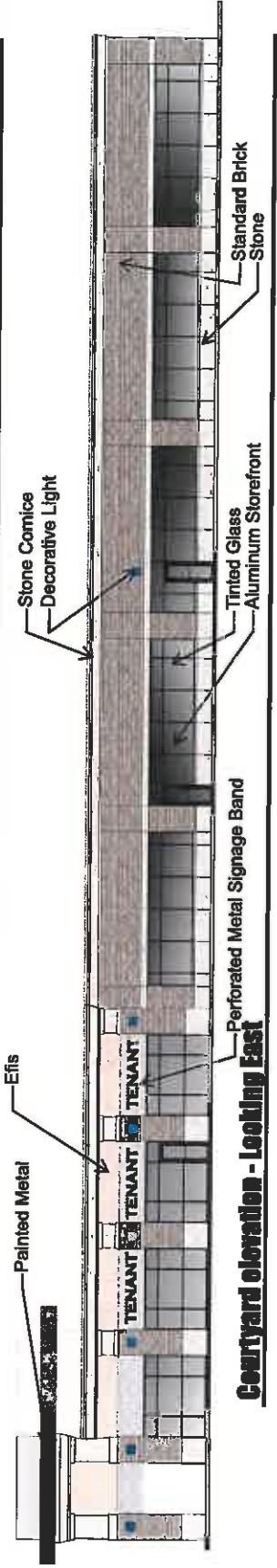




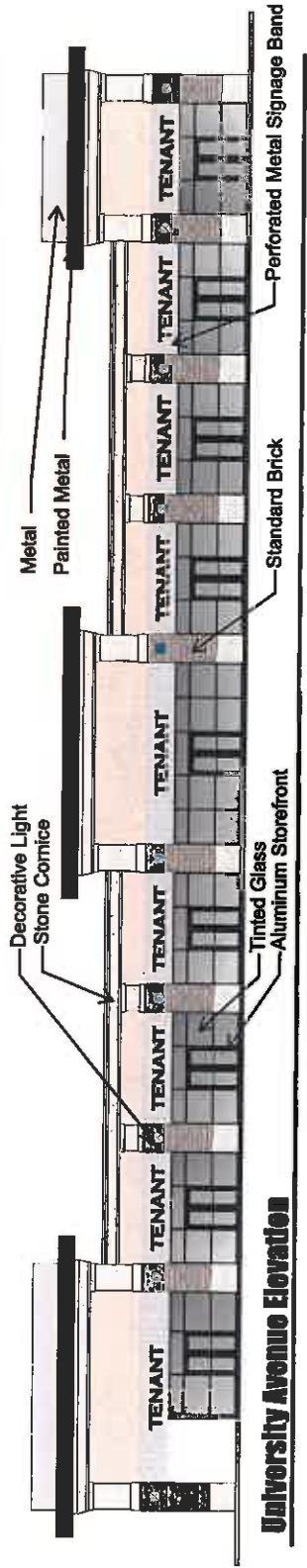
**94th Street Elevation**



**Bishop Drive Elevation**



**Courtyard Elevation - Looking East**



**University Avenue Elevation**



Prepared by: KTragesser City of West Des Moines 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 50265-032

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, APPROVING THE SITE PLAN TO ALLOW CONSTRUCTION OF TWO APPROXIMATELY 27,000 SQ. FT. OFFICE/RETAIL BUILDINGS ON PROPERTY SOUTH OF UNIVERSITY AVENUE BETWEEN 94<sup>TH</sup> STREET AND 96<sup>TH</sup> STREET**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hawthorne Plaza LLC, has requested approval for Site Plan (SP-002440-2014) to allow construction of two approximately 27,000 sq. ft. office/retail buildings on property located south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street and legally described as:

**Legal Description of Property**

Lot 2, West Park Plat 1, an official plat now in and forming a part of the  
City of West Des Moines, Dallas County, Iowa;

**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 November 10, 2014, the Plan and Zoning Commission did recommend to the City Council approval of a Site Plan (SP-002440-2014);

**WHEREAS**, on January 12, 2015, this City Council held a duly-noticed meeting to consider the application for Site Plan (SP-002440-2014);

**WHEREAS**, the City Council accepts an agreement for irrevocable offer of dedication of right-of-way along University Avenue, a storm sewer easement, and a storm water facility management agreement, as part of the approval of the site plan;

**WHEREAS**, the City Council accepts a deed for property in the northeast corner of the site for right-of-way purposes for a the location of a traffic signal;

**WHEREAS**, the address of 9500 University Avenue to the development.

**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 or as amended orally at the City Council meeting are adopted.



**SECTION 2. SITE PLAN (SP-002440-2014)** to construct two approximately 27,000 sq. ft. office/retail buildings on property south of University Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street is approved, subject to compliance with all the conditions in the staff report, 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 January 12, 2015.

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Steven K. Gaer  
Mayor

ATTEST:

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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 January 12, 2015, by the following vote:

ATTEST:

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Ryan T. Jacobson  
City Clerk

**EXHIBIT A**  
**CONDITIONS OF APPROVAL**

1. The applicant acknowledging that a Minor Modification to Site Plan application will need to be submitted and approved which details the location and design aspects for the sidewalk along University Avenue as agreed upon between the City and DSM Water Works. Installation of said sidewalk will need to occur prior to issuance of any occupancy permits, including temporary occupancy permits for any tenant space within either building.
2. The applicant acknowledging that surety for buffer and landscape plantings will be required if not installed by the time temporary occupancy permits may be issued.
3. The applicant providing final drawings of the site plan and storm water management reports, which addresses staff comments prior to the construction of any improvements on the site.